

**AGREEMENT FOR SEWER GRAVITY LINE REHABILITATION**

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, 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 Plantation's **Invitation to Bid No. 041-14** 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 Plantation'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 Plantation Florida which is attached hereto as *Exhibit D* (City of Plantation's Contract); and

WHEREAS, the Contractor is willing to perform the Project on the same terms as the City of Plantation'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 Plantation'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 Plantation'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 Plantation'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 Plantation's Contract. Contractor's work on the Project shall

be at the same unit prices as the City of Plantation's Contract, but shall not exceed One Hundred Thirty Three Thousand Two Hundred and Fifty Eight U.S. Dollars and Fifty Cents (\$133,252.50)

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:**

Alan Smith.  
10755 49<sup>th</sup> St. N., Unit B  
Clearwater, Florida 33762

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)

The City of New Port Richey has identified an area within our sewer collections system that is prone to infiltration and inundation of ground water and surface water into our system. This project is located in the Jasmine Heights neighborhood and will include the installation of 3,497 linear feet of cured in place pipe and eliminating any future infiltration to our system.

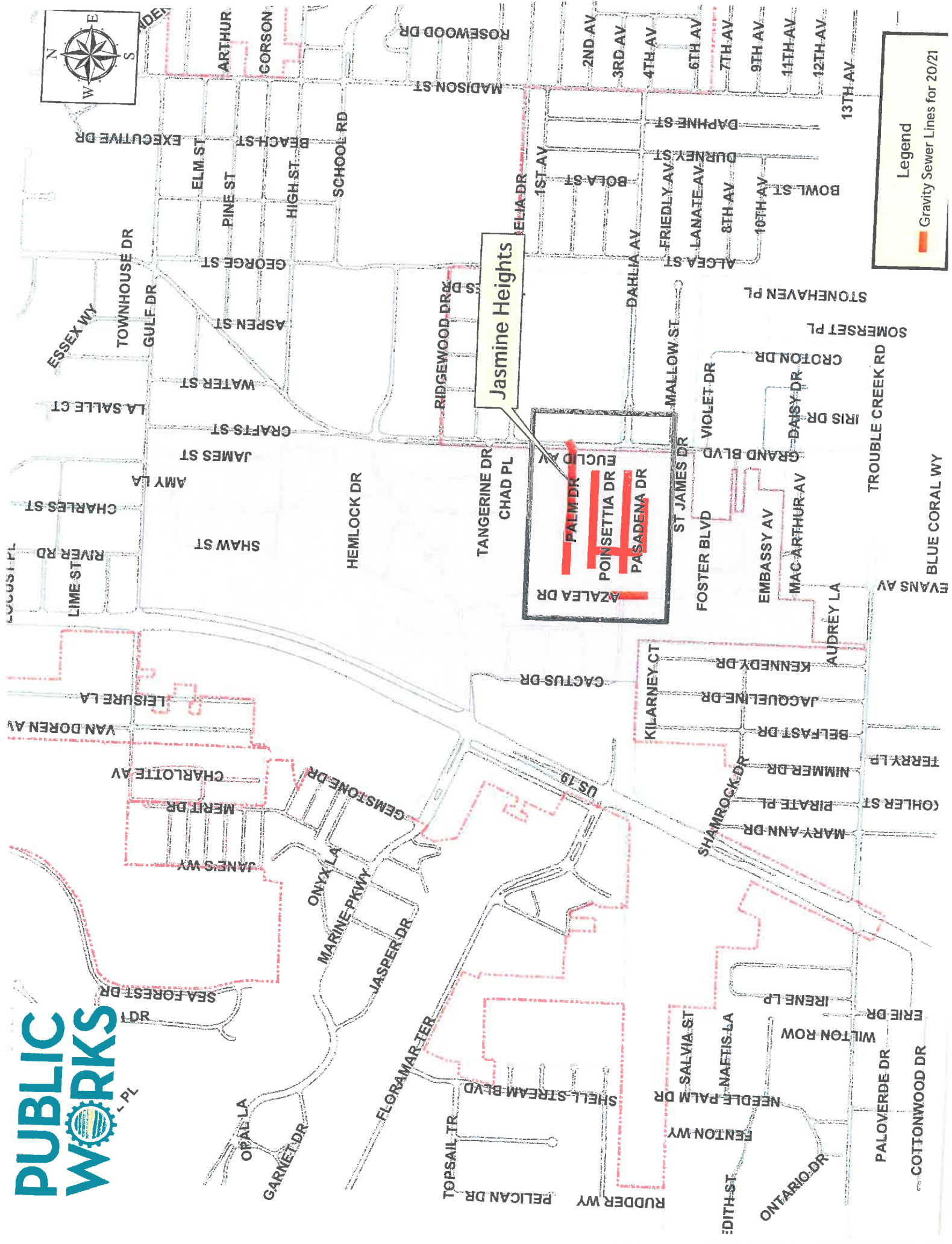


Legend

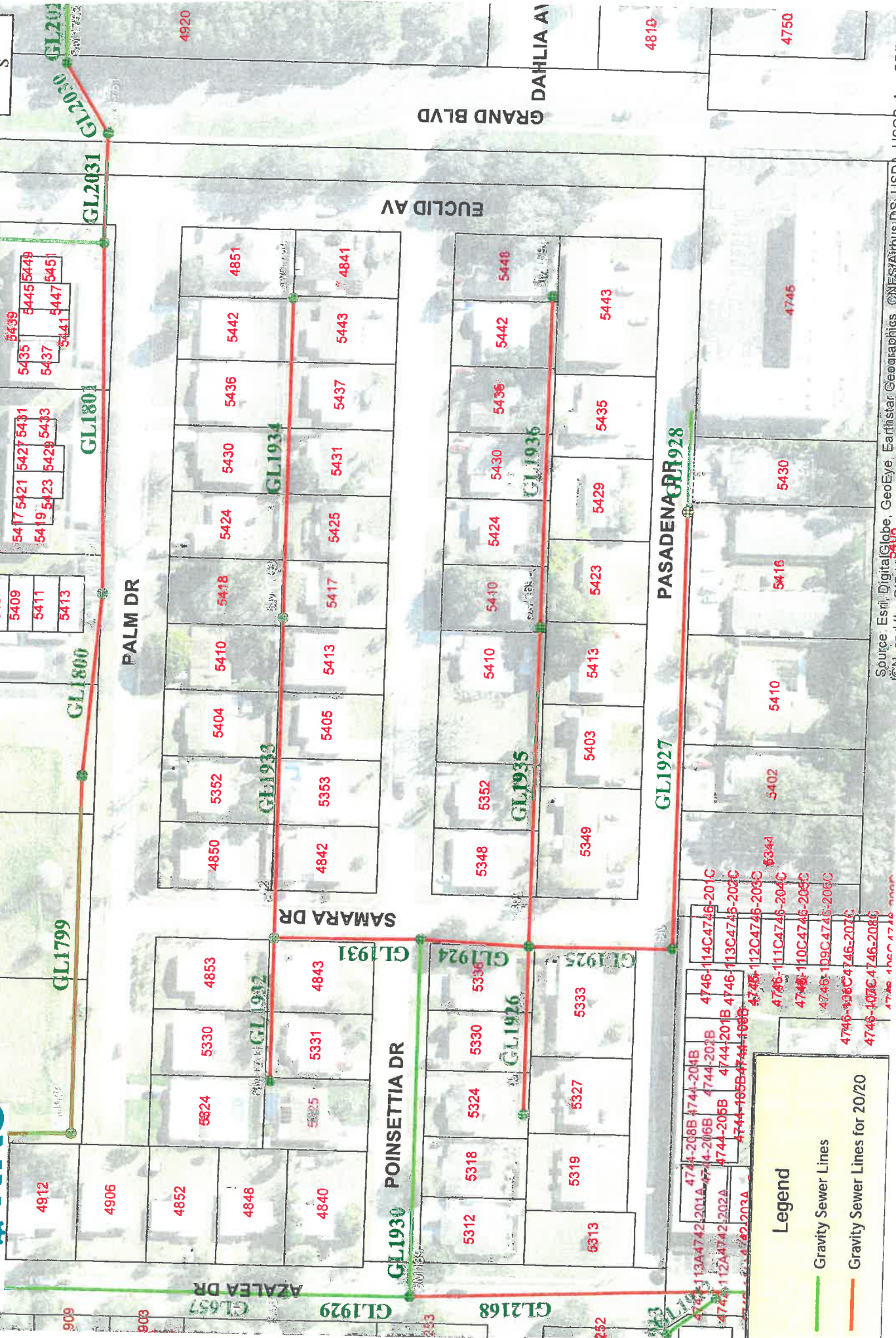
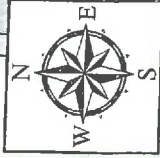


Gravity Sewer Lines for 20/21

Jasmine Heights



## City of New Port Richey 2020 Sewer Gravity Lining



**Legend**

- Gravity Sewer Lines
- Gravity Sewer Lines for 20/20

Exhibit B  
IFB



**Plantation**  
the grass is greener

**AGREEMENT**

**Between**

**THE CITY OF PLANTATION**

**And**

**LAYNE INLINER, LLC**

**For**

**Gravity Sewer Main Rehabilitation- Term Contract**

**ITB No. 041-14**

## AGREEMENT

This Agreement is dated as of the [ 15 ] day of [ 7 ], in the year 201[5], by and between:

CITY OF PLANTATION, FLORIDA  
a municipal corporation  
400 NW 73<sup>rd</sup> Ave  
Plantation, Florida 33317  
(hereinafter referred to as City)

AND

[Layne Inliner, LLC. ]  
[2531 Jewett Lane ]  
[Sanford, Florida 32771 ]  
(Hereinafter referred to as Contractor)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### Article 1 – WORK

The CONTRACTOR shall complete all Work as specified or indicated in the Contract documents for the project entitled:

City of Plantation  
[Gravity Sewer Main Rehabilitation- Term Contract ]  
[ITB No. 041-14]

and generally described as follows but not limited to: [The installation of a cured in place liner for main line gravity sewer mains associated work such as cleaning, bypass pumping, traffic control and t.v. survey ] as further defined in the Specification/Scope of Services

### Article 2 – ENGINEER

The OWNER has engaged [ N/A ] who is hereafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contracts Documents in connection with completion of the work in accordance with the Contract Documents. [ N/A ]

### Article 3 – CONTRACT TIME

The initial contract period shall be for [2 two years ], commencing [August 1, 2015 ]. In addition, the City reserves the right to renew the contract for [(3) three additional (1) one year periods], under the same terms, conditions and specifications contingent upon Budget approval.

#### *Or If a Construction Contract "N/A"*

The work will be substantially completed within [N/A ] calendar days and finally completed within [N/A] calendar days after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents. Paragraph 19 of the Instructions to Respondents contains Liquidated Damages provision.

In the event the services are scheduled to end either by contract expiration or by termination by the City of Plantation (at the City's discretion), the contractor shall continue the services, if requested by the City, until new services can be completely operational. At no time shall this transitional period extend more than one hundred eighty (180) calendar days beyond the expiration date of the existing contract. The contractor will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the City.

### Article 4 – COMPENSATION/PAYMENTS

The OWNER shall pay to the CONTRACTOR for the performance of the Work [\$[1,863,380.00 (estimated over the first initial contract period.) All payments for services shall be in accordance with unit costs as designated on CONTRACTOR's response to ITB No. 041-14 ]. For portions of the Contract that are in the accepted proposal as being unit priced, the Contract Sum will be based upon the amounts determined for the total number of each of the units of work completed at the unit price stated. The City reserves the right to increase and decrease quantities, and the final payment shall be made for the actual number of units incorporated in or made necessary by the work covered by this contract.

The Contractor will bill the City at the completion of each job for services rendered of the work defined herein at the rates submitted in their proposal documents now made apart of this contract. Submit invoices to:

City of Plantation  
Attn: [Charles Spencer, Utilities Budget and Purchasing Manager]  
[400 NW 73 Ave ]  
Plantation, FL [33317]

Invoices received from the Contractor pursuant to this Contract will be reviewed and approved by the City's representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Financial Services Department for payment. Invoices will generally be paid within thirty (30) days following the City representative's approval.

Final Invoice: In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the City. This certifies that all services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, or which are in excess of the not to exceed amount, are waived by the Contractor.

Progress payments and retainage and final payment provisions are provided for in the Contract Documents. Generally, these documents call for monthly progress payments for approved Work completed less 10% retainage. The balance of the final contract sum shall be due to the CONTRACTOR from the within 21 days after Final Completion. The Florida Construction Contract Prompt Payment Law shall govern payments made pursuant to this Agreement. Any conflict shall be resolved consistent with the law.

#### Article 5 – CONTRACTOR’S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations, in addition to the representations made in the contract documents as referenced in Article 19.

- A. CONTRACTOR has familiarized themselves with the nature and extent of the Contract Documents, Work, locality and with all location conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- B. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Contract Documents.
- C. CONTRACTOR has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those reference to in Article 5 of the General Conditions as amended by Supplementary Conditions, if any, as they deem necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents; and no additional examinations, investigations, test, reports or similar data are or will be required by CONTRACTOR for such purposes.
- D. CONTRACTOR has correlated the results of all such observations, examinations investigations, tests, reports and data with terms and conditions of the Contract Documents.

- E. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that the CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to the CONTRACTOR

#### Article 6 – RECORDS AND AUDIT

City reserves the right to audit the records of CONTRATOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

CONTRACTOR agrees that it shall keep accurate and complete records with regard to all services as proposed hereunder. All original records related to the services provided under the terms of Agreement are the property of CITY and accordingly those records are subject to the Florida Public Records Law. CONTRACTOR shall not release any City records without written permission from City except as necessary and appropriate in the performance of the duties and responsibilities required to comply with terms of any Agreement between parties.

CONTRACTOR shall preserve and make available for inspection by CITY personnel, or by personnel duly authorized by CITY, computer data and other records related to the services provided under this Agreement. The records will be made available during normal business hours upon twenty-four hours notice by the CITY.

#### Article 7 – INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of the Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

#### Article 8 – CONFLICT OF INTEREST

CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRATOR or its employees, must be disclosed in writing to CITY.

CONTRACTOR is aware of the conflict of interest laws of the Municipal Code of the City of Plantation, Broward County and the State of Florida, Chapter 112, Florida Statutes (2014), as amended, agrees that it will fully comply in all respects with terms of said laws

CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon of resulting from the award of this privilege.

#### Article 9 - ASSIGNMENT

The Agreement is not assignable or transferable in whole or in part without the prior expressed written consent of the CITY which consent cannot be unreasonably withheld.

#### Article 10 - COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Plantation and of any other public authority, which may be applicable to this Agreement.

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

#### Article 11- VENUE

See Article 15 - Dispute Resolution of the General Conditions.

#### Article 12 - PERMITS, FEES AND NOTICES

CONTRACTOR shall use its best efforts to obtain the necessary permits as soon as possible after the Notice to Proceed is issued. Any delays in obtaining permits must be brought to the attention of the CITY.

#### Article 13 - INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force effect.

#### Article 14 - ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any the covenant, term, condition or election but the same shall continue and remain in full force and effect.

#### Article 15 - SERVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

#### Article 16 - NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

#### Article 17 - CUMULATIVE REMEDIES

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

#### Article 18 - TERMINATION

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, and complete any continued portions of work.

## Article 19 – CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR, are attached to this Agreement, made a part thereof and consist of the following:

- A. This Agreement
- B. Exhibits (if any)
- C. Notice of Award
- D. Supplementary Conditions, if any
- E. General Conditions
- F. Specifications bearing the project title
- G. Drawings bearing the project title *N/A*
- H. Addenda numbers [ 1 ] to [ 11 ],
- I. Documentation and proposal submitted by CONTRACTOR prior to Notice of Award
- J. Any Written Amendments, Change Orders, or Work Change Directives duly delivered after execution of Agreement
- K. The Instructions to Respondents
- L. The Insurance Coverage's and Bonds required by the Contract Documents

These are no other Contract Documents than those listed above in the Article.

## Article 20 – MISCELLANEOUS

- A. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meaning indicated in the General Conditions, or as amended in Supplementary Conditions
- B. The CONTRACTOR warrants that no elected official, officer, agent or employee of the CITY has financial interest directly or indirectly in this Contract or the compensation to be paid under it, and further, that no City employee who acts in the City of Plantation as a "purchasing agent" as defined by §112.312(20), Florida Statutes, nor any elected or appointed officer of the City of Plantation, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer director, or

facsimile to:

or to such other address as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered:

on the date delivered if by personal delivery or overnight courier;

on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and

on the date of transmission with confirmed answer back if by fax.

Section 21 in the event of conflict between this Agreement and terms and conditions in [ITB No. 041-14 ], the terms of this Agreement shall control.

IN WITNESS WHEREOF, THE CITY OF PLANTATION AND [LAYNE INLINER, LLC ] have signed this AGREEMENT(S). One counterpart each has been delivered to the CITY and CONTRACTOR

Signed, sealed and delivered in the presence of:

Attest: Susan K. Slattery  
Susan K. Slattery, City Clerk

Witness:

Eleanor Bowen  
Eleanor Bowen  
Typed Name of Witness

Witness:

Susan DiLaura

Susan DiLaura  
Typed Name of Witness

Witness:

\_\_\_\_\_

CITY OF PLANTATION

By: Diane Veltri Bendekovic  
Diane Veltri Bendekovic, Mayor

As to legal form: Donald J. Lunny, Jr.  
Donald J. Lunny, Jr.  
City Attorney

As to Scope: Administration Department  
Administration Department

As to Contract Insurance Requirements:

John M. Costello  
Rick Mgmt Department

As to Procurement Requirements:

Susan Guakana  
Typed Name of Witness

Chuck Flynn  
Utilities Department

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing Agreement was acknowledged before me this 5<sup>th</sup> of August, 201[ 5 ] by Diane Velti Bendet, Mayor and Susan Slattery, City Clerk of the City of Plantation, Florida, who are personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification and did (did not) take an oath.

WITNESS my hand and official seal this 5<sup>th</sup> day of August, 201[5 ].

My commission expires:  
My commission number is:

Christine Guifarro



CHRISTINE GUIFARRO  
MY COMMISSION # FF 208088  
EXPIRES: March 10, 2019  
Bonded Thru Budget Notary Services

Christine Guifarro  
Printed Name of Notary

(Notary Seal)

Signed, Sealed in the presence of:

Witness:

Jenna L. Luz

Jenna L. Luz  
Typed Name of Witness

Witness:

Michael Cannon

MICHAEL CANNON  
Typed Name of Witness

LAUNE HOLLINER, LLC  
Name of Contractor

By: \_\_\_\_\_  
Signature by Authorized Agent

MARK HARRIS  
Print Name of Authorized Agent

VICE PRESIDENT  
Title

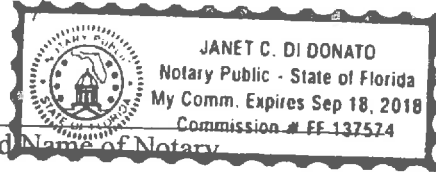
STATE OF FLORIDA  
COUNTY OF ~~BROWARD~~  
SEMINOLE

The foregoing Agreement was acknowledged before me this 27<sup>th</sup> of JULY, 201[ 5 ] by MARK HARRIS, VICE PRESIDENT, (Title)

of LAYNE INLINER, LLC, who <sup>is</sup> ~~are~~ personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification and did (did not) take an oath.

WITNESS my hand and official seal this 27TH day of JULY, 201[ 5 ].

*Janet C. Di Donato*



Printed Name of Notary

My commission expires:  
My commission number is:

(Notary seal)

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

# PROPOSAL



**DATE:** September 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 8 inch 2020

We propose hereby to furnish material and labor-complete in accordance with specifications below, for the sum of **One Hundred Thirty Three Thousand Two Hundred Fifty Eight Dollars and Fifty Cents (\$133,258.50)**

**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 8" CIPP 4.5mm	3,497	LF	\$28.50	\$99,664.50
Reinstate services	48	EA	\$500.00	\$24,000.00
Work in easement	2	EA	\$1,300.00	\$2,600.00
Clean/TV 8" thru 10"	3,497	LF	\$2.00	\$6,994.00
			<b>TOTAL</b>	<b>\$133,258.50</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 City of Plantation 041-14.
- 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



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 D  
County Contract

CITY OF PLANTATION  
RESPONDENT CONTACT INFORMATION AND BASE BID TOTAL  
GRAVITY SEWER MAINS REHABILITATION-TERM CONTRACT  
ALL CITY LIFT STATION BASINS

ITB NO. 041-14

**REQUIRED FOR BID.** Bids will be considered **incomplete & non-responsive** if the following documents are not included in the bid and/or if all documents listed below are not properly executed by the Owner or Authorized Agent. Furthermore, the Bid must include all requested signatures, dates, etc. and provide evidence of authority to sign. For additional information, refer to page 7 of the Notice to Bidders, **Bid Form**, Item 9.

1. Respondent Contact Information and Base Bid Total (Page 00115-1)
2. Cover Sheet For Bid (Page 00220-1)
3. Qualification Statement (**NO BLANKS**) - (Pages 00302-1 through 00302-6)
4. Bid Schedule with both Price (Words & Numerals) and Total or Extension - (Pages 00300-1 through 00300-2)
5. Executed Bid Form (including acknowledgment of Addenda, if any) - (Pages 00310-1 through 00310-3)
6. Summary of Qualifications (**NO BLANKS**) - (Pages 00410-1 through 00410-2)
7. Evaluation Criteria-ITB - (Pages 00420-1 through 00420-2)
8. Non-Collusion Certification - (Pages 00421-1 through 00421-2)
9. Respondent's Certification - (Pages 00422-1 through 00422-4)
10. OIG Language - (Pages 00423-1 through 00423-2)
11. Local Business Certification Form - (Pages 00424-1 through 00424-3)
12. Trench Safety Act (Initialed) - (Pages 00494-1 through 00494-2)
13. Executed Trench Safety Cost Summary - (Page 00495-1)
14. Executed Statement on Drug-Free Workplace Document - (Page 00500-14)
15. Executed Statement on Public Entity Crimes Document - (Pages 00500-15 through 00500-16)
16. Exhibit 4 - Public Records Compliance Certification - (Page 00500-17)
17. Exhibit "A" - Insurance Requirements (Pages 00500-18 through 00500-21) - Provide copy of current insurance certificate
18. Exhibit "B" - Site Visit Verification and Acceptance (Executed)(Page 00500-22)
19. Current Workloads under Contract
20. List of Similar Projects (Last 5 Years)
21. Bid Bond (with exact language as specified in the **Instructions to Bidders, Item 6.4**)

Respondent hereby acknowledges that they have reviewed both the CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS FOR "GRAVITY SEWER MAINS REHABILITATION-TERM CONTRACT" ITB NO. 041-14 dated MAY 19, 2015, in their entirety.

Bidder's Signature

MARK HARRIS, V.P.  
Bidder's Name & Title Printed

Date

MAY 19, 2015

**NOTE:** All Bids are to be submitted in triplicate, one(1) original & two(2) copies.



QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON- RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue  
Plantation, FL 33317

SUBMITTED BY: LAYNE INLINER, LLC

NAME: MARK HARRIS, V.P.

ADDRESS: 2531 JEWETT LN., SANFORD, FL 32771

TELEPHONE NO.: 407-472-0014

FAX NO.: 407-472-0099

E-MAIL ADDRESS: MIKE.CANNON@LAYNE.COM

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is: LAYNE INLINER, LLC

The address of the principal place of business is: 2531 JEWETT LN., SANFORD, FL 32771

The business is a (Sole Proprietorship)  (Partnership)  (Corporation)

2. If Bidder is a corporation, answer the following:

- a. Date of Incorporation MAY 12, 2012
- b. State of Incorporation: INDIANA
- c. President's Name: LARRY D. PURLEE
- d. Vice President's Name: MARK HARRIS
- e. Secretary's Name: STEVEN F. CROOKE
- f. Treasurer's Name: ANDREW M. GRYGIEL

g. Name and address of Resident Agent:  
CT CORPORATION SYSTEM  
1200 SOUTH PINE ISLAND RD.  
PLANTATION, FL 33324

3. If Bidder is an individual or a partnership, answer the following:

a. Date of organization: \_\_\_\_\_

b. Name, address and ownership units of all partners:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. State whether general or limited partnership: \_\_\_\_\_

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

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

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name:

3 YEARS

a. Under what other former names has your organization operated?  
REYNOLDS INLINER, LLC  
\_\_\_\_\_  
\_\_\_\_\_

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

CUC1224477

8. Have you personally inspected the site(s) of the proposed work?

(Y)  (N)

9. Do you have a complete set of documents, including addenda?

(Y)  (N)

10. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

No

11. Within the five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

No

12. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).

<u>DALAS LAMBERSON</u>	<u>2719 17TH ST. EAST</u>	<u>(941)</u>
<u>TLC DIVERSIFIED</u>	<u>PALMETTO, FL 34221</u>	<u>722-0621 x129</u>
(name)	(address)	(phone number)
<u>JOHN BARR</u>	<u>12113 INDIAN MOUND RD.</u>	<u>(561)</u>
<u>MADSEN/BARR CORP.</u>	<u>WELLINGTON, FL 33449</u>	<u>753-6363</u>
(name)	(address)	(phone number)
<u>JOHN RINEHART</u>	<u>1131 NW 55TH ST.</u>	<u>(954)</u>
<u>LOMK PIPE RENEWAL</u>	<u>FT. LAUDERDALE, FL</u>	<u>722-0075</u>
(name)	(address)	(phone number)
	<u>33304</u>	

13. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

SEE ATTACHED RESUMES:

WILLIAM RIVERA - PROJECT MGR.

RICH NELSON - GENERAL SUPER.

MICHAEL ROTHENBERG - PROJECT SUPER.

14. State of name of Surety Company, which will be providing the bonds if any bonds are required by the Instructions to Bidder, and name, and address of agent:

TRAVELERS CASUALTY AND SURETY CO. OF AMERICA

AGENT: GARRETT-STOTZ COMPANY

1601 ALLIANT AVENUE

LOUISVILLE, KY 40299

15. Provide a list of similar projects, which have been completed within the past five (5) years, including project description, owner's names, addresses and phone numbers.

SEE ATTACHED "5-YEAR  
PROJECT LISTING"

16. Provide a list of work currently under contract.

SEE ATTACHED "OPEN PROJECTS  
LISTING"

17. On Exhibit A, list all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. (Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder.)

N/A - NONE

18. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/sub-consultants over the last five (5) years as of the solicitation response due date.

N/A - NONE

19. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

N/A - NONE

20. Will you sublet any part of this work? If so, give details. (Sub-contractor's name, address, phone number and contact)

No

21. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

SEE ATTACHED  
"EQUIPMENT LIST"

22. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

NONE

23. Please attach a copy of your latest financial statement.

SEE ATTACHED "FINANCIAL STATEMENT"  
A COMPLETE COPY OF THE 10K  
CAN BE FOUND ON THE SEC WEBSITE,  
WWW.SEC.GOV, UNDER FILINGS FOR  
LAYNE CHRISTENSEN CO. (PARENT COMPANY)

CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature MARK HARRIS, J.P.

State of Florida  
County of Seminole

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of May, 20 15  
by, Mark Harris, who is personally known to me or who has produced  
\_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal,

Jenna L Luz  
NOTARY PUBLIC



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

Jenna L Luz  
(NAME of Notary Public: Print, Stamp,  
or Type as Commissioned)

## SECTION 00300 – BID SCHEDULE

## SECTION 00300 - BID SCHEDULE

**CITY OF PLANTATION  
GRAVITY SEWER MAINS REHABILITATION-TERM CONTRACT  
ALL CITY LIFT STATION BASINS**

ITB NO. 041-14

Notice To All Bidders

It is the intent of the OWNER to award this contract based on the Grand Total Base Bid for all bid items. In the event of a discrepancy between written figures and numbers, the former shall govern. In the event of latent multiplication or addition errors, the Bidder recognizes that these are clerical errors and may be corrected by the Owner.

For each payment item, Bidder agrees to furnish all labor, materials, tools and equipment necessary to properly perform the work described herein and on the project drawings. The unit prices include all mobilization and demobilization costs. A more detailed description of the Pay Items is located in Section 01025 of the Technical Specifications.

Group #1 - CIPP Mainline Pipe Lining					
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1-1	Install cured-in-place mainline liner, 8" x 6.0mm gravity mains.	30,700	LF	\$ 28.50	\$ 874,950.00
1-2	Additional for design change 8" x 1.5mm thickness increase.	30,700	LF	\$ 0.45	\$ 13,815.00
1-3	Install cured-in-place mainline liner, 10" x 6.0mm gravity mains.	1,500	LF	\$ 30.00	\$ 45,000.00
1-4	Additional for design change 10" x 1.5mm thickness increase.	1,500	LF	\$ 0.75	\$ 1,125.00
1-5	Install cured-in-place mainline liner, 12" x 6.0mm gravity mains.	1,500	LF	\$ 33.00	\$ 49,500.00
1-6	Additional for design change 12" x 1.5mm thickness increase.	1,500	LF	\$ 1.50	\$ 2,250.00
1-7	Install cured-in-place mainline liner, 15"x6.0mm gravity mains.	300	LF	\$ 46.00	\$ 13,800.00
1-8	Additional for design change 15" x 1.5mm thickness increase.	300	LF	\$ 2.50	\$ 750.00
1-9	Work in rear-yard easement (items 1 through 8)	10	EA	\$ 1,300.00	\$ 13,000.00
1-10	Reinstate lateral after CIPP installation (main or sectional), grout, and test lateral connection.	316	EA	\$ 500.00	\$ 158,000.00
1-11	Full Cut existing service lateral, insufficiently cut by others.	25	EA	\$ 300.00	\$ 7,500.00
1-12	Remove mainline protruding service (Hammer Tap)	159	EA	\$ 50.00	\$ 7,950.00
1-13	Sewer main cleaning and TV inspection (8-inch through 10-inch)	30,000	LF	\$ 2.00	\$ 60,000.00
1-14	Sewer main cleaning and TV inspection (12-inch through 15-inch)	4,000	LF	\$ 3.00	\$ 12,000.00

SECTION 00300 – BID SCHEDULE

1-15	Work in rear-yard easement (items 10 through 14 and 16 through 18)	10	EA	\$ 650.00	\$ 6,500.00
1-16	Mechanical root or grease removal (8-inch through 15-inch)	16,900	LF	\$ 1.00	\$ 16,900.00
1-17	Mechanical Tuberculation Removal (8-inch through 15-inch)	3,350	LF	\$ 7.50	\$ 25,125.00
1-18	Bypass pumping (8-inch through 15-inch sewer)	159	EA	\$ 50.00	\$ 7,950.00
1-19	Traffic control - hourly charge for each flagger.	5	HR	\$ 35.00	\$ 175.00
1-20	Traffic control - daily charge for arrow board.	5	DAY	\$ 100.00	\$ 500.00
1-21	Traffic control - daily charge for each barricade.	5	EA	\$ 2.00	\$ 10.00
<b>Total Bid Group #1:</b>					<b>\$ 1,316,800.00</b>

TOTAL BASE BID FOR ALL ITEMS:

One million three hundred sixteen thousand <sup>eight hundred</sup> Dollars and zero Cents \$ 1,316,800.00

Unbalanced bids may be rejected at the sole option of The City. This is a Unit Price contract each item must represent the items full cost to provide the service as specified in these contract documents. The quantities bid are not representative of the entire project.

The contractor is directed to quote and install the above minimum CIPP material thicknesses. The contractor is responsible for providing sealed design calculations confirming the stated thicknesses are appropriate for the intended installation. Design requirements that indicate a thicker material will be compensated at the above unit prices for additional thickness. All designs in accordance with ASTM F1216, X1.

## SECTION 00300a - BID SCHEDULE

## SECTION 00300a - BID SCHEDULE

CITY OF PLANTATION  
STORM SEWER MAINS REHABILITATION-TERM CONTRACT

ITB NO. 041-14

Notice To All Bidders

It is the intent of the OWNER to award this contract based on the Grand Total Base Bid for all bid items. In the event of a discrepancy between written figures and numbers, the former shall govern. In the event of latent multiplication or addition errors, the Bidder recognizes that these are clerical errors and may be corrected by the Owner.

For each payment item, Bidder agrees to furnish all labor, materials, tools and equipment necessary to properly perform the work described herein and on the project drawings. The unit prices include all mobilization and demobilization costs. A more detailed description of the Pay Items is located in the Measurement and Payment Specifications of the Addendum No. 6 attached hereto.

Group #1 - CIPP Mainline Pipe Lining - Storm Sewer Mains					
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1-1	Install cured-in-place liner, 12" x 6.0mm storm sewers.	100	LF	\$ 70.00	\$ 7,000.00
1-2	Additional for design change 12" x 1.5mm thickness change.	100	LF	\$ 0.50	\$ 50.00
1-3	Install cured-in-place liner, 15" x 7.5mm storm sewers.	2000	LF	\$ 85.00	\$ 170,000.00
1-4	Additional for design change 15" x 1.5mm thickness change.	2000	LF	\$ 1.00	\$ 2,000.00
1-5	Install cured-in-place liner, 18" x 9.0mm storm sewers.	1000	LF	\$ 90.00	\$ 90,000.00
1-6	Additional for design change 18" x 1.5mm thickness change.	1000	LF	\$ 1.50	\$ 1,500.00
1-7	Install cured-in-place liner, 21" x 12.0mm storm sewers.	800	LF	\$ 100.00	\$ 80,000.00
1-8	Additional for design change 21" x 1.5mm thickness change.	800	LF	\$ 2.00	\$ 1,600.00
1-9	Install cured-in-place liner, 48" x 18.0mm storm sewers.	100	LF	\$ 300.00	\$ 30,000.00
1-10	Additional for design change 48" x 1.5mm thickness change.	100	LF	\$ 10.00	\$ 1,000.00
1-11	Install cured-in-place liner, 18" x 11" Arch x 12mm storm sewers.	275	LF	\$ 85.00	\$ 23,375.00
1-12	Additional for design change 18" x 11" Arch x 1.5mm thickness change.	275	LF	\$ 1.00	\$ 275.00
1-13	Install cured-in-place liner, 22" X13" Arch X 12mm storm sewers.	525	LF	\$ 90.00	\$ 47,250.00

SECTION 00300a - BID SCHEDULE

1-14	Additional for design change 22" X 13" Arch X 1.5mm thickness change.	525	LF	\$ 1.50	\$ 787.50
1-15	Work in rear-yard easements (items 1-1 through 1-14).	10	EA	\$ 1,000.00	\$ 10,000.00
1-16	Storm Sewer cleaning and TV inspection 12" through 15".	2100	LF	\$ 3.00	\$ 6,300.00
1-17	Storm Sewer cleaning and TV inspection 18" through 24".	1800	LF	\$ 3.50	\$ 6,300.00
1-18	Storm Sewer cleaning and TV inspection 48" through 54".	100	LF	\$ 10.00	\$ 1,000.00
1-19	Storm Sewer cleaning and TV inspection 18" X 11" Arch.	275	LF	\$ 3.00	\$ 825.00
1-20	Storm Sewer cleaning and TV inspection 22" X 13" Arch.	525	LF	\$ 3.50	\$ 1,837.50
1-21	Mechanical Root Removal (12" and smaller).	100	LF	\$ 0.50	\$ 1,050.00
1-22	Mechanical Root Removal (15" through 24").	3000	LF	\$ 0.75	\$ 1,350.00
1-23	Mechanical Root Removal (48" through 54").	1000	LF	\$ 1.00	\$ 100.00
1-24	Mechanical Root Removal 18" X 11" Arch.	275	LF	\$ 1.00	\$ 275.00
1-25	Mechanical Root Removal 22" X 13" Arch.	525	LF	\$ 1.00	\$ 525.00
1-26	Work in rear-yard easements (items 1-16 through 1-25).	10	EA	\$ 600.00	\$ 6,000.00
1-27	Traffic control hourly charge for each flagman.	200	HR	\$ 25.50	\$ 5,100.00
1-28	Traffic control - hourly charge for arrow board.	30	DAY	\$ 35.00	\$ 1,050.00
1-29	Traffic control - daily charge for each barricade.	30	DAY	\$ 1.00	\$ 30.00
1-30	Contingency	1	LS	\$50,000.00	\$50,000.00
<b>Total Bid Group #1:</b>					<b>\$ 546,580.00</b>

TOTAL BASE BID FOR ALL ITEMS:

Five hundred forty-six thousand five hundred <sup>eighty</sup> Dollars and zero Cents \$ 546,580.00

Unbalanced bids may be rejected at the sole option of The City. This is a Unit Price contract each item must represent the items full cost to provide the service as specified in these contract documents. The quantities bid are not representative of the entire project.

The contractor is directed to quote and install the above minimum CIPP material thicknesses. The contractor is responsible for providing sealed design calculations confirming the stated thicknesses are appropriate for the intended installation.

SECTION 00300a – BID SCHEDULE

Design requirements that indicate a thicker material will be compensated at the above unit prices for additional thickness. All designs in accordance with ASTM F1216, X1.

Bid Form  
CITY OF PLANTATION

Bid of LAYNE INCLINER, LLC  
BIDDER  
2531 JEWETT LANE, SANFORD, FL 32771  
Address

To furnish and deliver all materials and to do and perform all work in accordance with the Contract Documents for the Project entitled:

PROJECT NAME  
Project No. 041-14  
City of Plantation

TO: City of Plantation  
400 NW 73rd Avenue  
Plantation, FL 33317

The Undersigned Bidder proposes and agrees if this bid is accepted, to enter an agreement with the OWNER to complete all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation, those dealing with the disposition of Bid Security. This bid will remain open for thirty days after the day of Bid Opening. Bidder will sign the agreement and submit the contract security and other documents required by the Contract Documents within 15 days after the date of Owner's Notice to Award.

In submitting this bid, Bidder represents as more fully set forth in the Agreement, that:

- A. Bidder has examined copies of all the Contract Documents and of the following Addenda:  
( if any addenda have been issued )

DATE	ADDENDA NUMBER	
<u>APRIL 8, 2015</u>	<u>1</u>	<u>7 - May 19, 2015</u>
<u>APRIL 29, 2015</u>	<u>2</u>	<u>8 - May 27, 2015</u>
<u>MAY 6, 2015</u>	<u>3</u>	<u>9 - May 27, 2015</u>
<u>MAY 8, 2015</u>	<u>4</u>	<u>10 - May 29, 2015</u>
<u>MAY 14, 2015</u>	<u>5</u>	<u>11 - May 29, 2015</u>
<u>MAY 18, 2015</u>	<u>6</u>	

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( receipt of all of which is hereby acknowledged ) and also copies of the Advertisement or Notice to Contractors and the Instruction to Bidder.

- B. Bidder has examined the site and locality where the work is to be performed, the legal requirements Federal, State and Local Laws, Ordinances, Rules and Regulations ) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.
- C. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreements or rules of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.
- D. BIDDER shall complete the Work for the following price. It is the OWNER'S intent to award a contract based upon the total base bid amount.

TOTAL BASE BID AMOUNT:

ONE million Eight hundred sixty-three thousand three  
hundred Eighty dollars and zero cents Dollars \$ 1,863,380.00

Bidder agrees that the Work will be completed within the time identified in the Agreement after the date when the Contract time commences to run as provided in Paragraph 2.3 of the General Conditions ( Notice to Proceed ).

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

Communications concerning this Bid shall be addressed to the address of Respondent indicated below.

The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

The undersigned also agrees as follows:

First: to do any extra work not covered by the foregoing Schedule of Price which may be ordered by the OWNER, and to accept as full compensation therefore, such prices may be agreed upon in writing by the OWNER and the BIDDER pursuant to the applicable provisions of the General Conditions.

Second: Within fifteen days from the "Notice of Award", of this bid, to execute the Contract and to furnish to the OWNER a satisfactory Performance Bond in the approved City form, guaranteeing the faithful performance of the Work and payment of bills, the BIDDER to pay for said bond.

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Third: To begin work on the date specified in the "Notice to Proceed". Accompanying this bid is a certified check, cashier's check or Bid Bond for 5% of Bid payable to the City of Plantation which is to be forfeited if, in the event that this Bid is accepted, the undersigned shall fail to execute the contract and furnish satisfactory Contract Security under the conditions and within the time specified in the Instructions to Bidders; otherwise, said certified check, cashier's check or Bid Bond is to returned as provided herein.

SUBMITTED ON MAY 19, 2015

SIGNATURE OF BIDDER: 

TITLE (if any) MARK HARRIS, V.P.

ADDRESS: 2531 JEWETT LANE

SANFORD, FL 32771

Incorporated under the laws of the State of Florida: INDIANA  
(SEE ATTACHED)

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Bid Form

00310-3