



**LEE COUNTY**  
SOUTHWEST FLORIDA  
BOARD OF COUNTY COMMISSIONERS

John E. Manning  
District One

Brian Bigelow  
District Two

Ray Judah  
District Three

Tammy Hall  
District Four

Frank Mann  
District Five

Karen B. Hawes  
County Manager

Michael D. Hunt  
County Attorney

Diana M. Parker  
County Hearing  
Examiner

(239) 533-5450

June 13, 2012

Miller Pipeline, LLC  
Mr. Louis Woska  
8850 Crawfordsville Rd.  
Indianapolis, IN 46234

**SUBJECT: RFP-12-01 LEE COUNTY WASTEWATER COLLECTION SYSTEM  
REHABILITATION**

**ENCLOSURE (1): Executed Copy of Construction Contract**

Dear Mr. Woska:

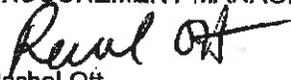
Enclosed is your executed copy of the Contract for the project known as " RFP-12-01 LEE COUNTY WASTEWATER COLLECTION SYSTEM REHABILITATION".

The contract number for this project is **6057**. This contract number will also serve as your Purchase Order Number for this project and must be on all invoice statements. The Notice to Proceed will be issued on a per-project basis by the Project Manager.

Public Payment and Performance Bonds will be required on individual projects exceeding \$200,000.00.

If you should have any questions, please contact our office at the above number.

Sincerely,  
PROCUREMENT MANAGEMENT

  
Rachel Ott  
Contracts Specialist

C: Jessica Muñoz, Utilities Project Manager  
Kris Miller, Utilities  
Procurement Management File

PART A  
LEE COUNTY CONSTRUCTION CONTRACT  
AGREEMENT FORM

Contract No. 6057  
Board Award Date: May 15, 2012

AGREEMENT

made as of the 15th day of May in year of 2012

BETWEEN the COUNTY: Board of County Commissioners, Lee County, Florida and the  
CONTRACTOR:

Miller Pipeline, LLC  
8850 Crawfordsville Rd.  
Indianapolis, IN 46234  
Phone: 317.293.0278  
Louis.woska@millerpipeline.com

Check Appropriate Line:

Individual  
 Partnership  
 Incorporated in the  
State of \_\_\_\_\_

in consideration of the mutual covenants herein set forth, agree as follows:

ARTICLE 1. WORK

The CONTRACTOR shall perform all the Work required by the Contract Documents:

Scope of Work: to provide all labor and materials for the rehabilitation of the Lee County Wastewater Collection System Rehabilitation. The services required by this contract shall include but not be limited to the items on these exhibits. The County shall order services as required but make no guarantee as to the quantity, number, type or tests that will be ordered. Services shall be requested as needed throughout the year.

in full accordance with the drawings and as elaborated in the specifications.

PROJECT NAME: RFP-12-01 LEE COUNTY WASTEWATER COLLECTION SYSTEM  
REHABILITATION

LOCATION: Lee County, Florida

ARTICLE 2. AMOUNT OF CONTRACT

2.1 The COUNTY shall pay the CONTRACTOR in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the sum of: **ANNUAL CONTRACT AMOUNT NOT TO EXCEED \$1,500,000.00 ON A PER-PROJECT BASIS; BASED ON UNIT PRICES.**

CONSTRUCTION CONTRACT

ARTICLE 3. PROGRESS PAYMENTS

Based upon Applications for payment submitted to the OWNER'S Representative by the CONTRACTOR, and Certificates for Payment issued by the OWNER'S Representative, the COUNTY shall make progress payments on account of the Contract Price to the CONTRACTOR as provided in the Contract Documents as follows:

3.1 Not later than fifteen (15) calendar days following the approval of an Application for payment, ninety percent (90%) of the portion of the Contract Price properly allocated to labor, materials and equipment incorporated in the Work and ninety percent (90%) of the portion of the Contract Price properly allocated to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the application for payment, less the aggregate of previous payments made by the COUNTY.

3.1.1 At the discretion of the project manager, department director and final authorization by the Public Works Director, once the project reaches 50% completion and the County is holding 5% of the total contract amount, no further retainage may be withheld from the subsequent monthly invoices, provided however, that the project is on schedule. At any time the project falls behind schedule, the County retains the exclusive right to revert back to the original contract terms, by withholding the full 10% retainage, until the project is back on schedule or the project is completed.

3.2 Upon final completion of the work and acceptance of the project, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Price, less such amounts as the COUNTY shall determine for all incomplete Work, unsettled claims or unused units as provided in the Contract Documents.

ARTICLE 4. CONTRACT DOCUMENTS

This Contract entered into this date by the Lee County Board of County Commissioners and the CONTRACTOR. WITNESSETH that the parties hereto do mutually agree as follows:

The CONTRACTOR shall furnish all labor, equipment, and materials and perform the Work above described for the amount stated above in strict accordance with the General Conditions, Supplementary Conditions, Plans and Specifications and other Contract Documents, all of which are made a part hereof and enumerated as follows:

4.1 Lee County Request for Proposal/Project Manual Titled: RFP-12-01 LEE COUNTY WASTEWATER COLLECTION SYSTEM REHABILITATION

DATED: February 17, 2012

4.1.1 Contractors Cost Proposal Dated March 21, 2012, ATTACHED AS EXHIBIT "A"

4.2 Project Drawings consisting of the following sheets listed by title and date: N/A

4.3 Public Payment and Performance Bond – **BOND REQUIRED ONLY ON INDIVIDUAL PROJECTS EXCEEDING \$200,000.00**

CMO:006 2 of 5)  
09/25/01

CONSTRUCTION CONTRACT  
ARTICLE 4 CONTRACT DOCUMENTS (Continued)

4.4 Certificate of Insurance

4.5 Notice of Award

4.6 Addenda

**Addendum No. 1 dated November 4, 2011**

**Addendum No. 2 dated November 10, 2011**

**Addendum No. 3 dated February 17, 2012**

**Addendum No. 4 dated March 15, 2012**

4.7 Documentation submitted by the CONTRACTOR prior to the Notice of Award:  
**Certificate of Insurance dated 3/29/2012**

4.8 The following which may be delivered or issued after the effective date of the Agreement and are not attached hereto: All written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 5.6 and 5.7 of the General Conditions.

ARTICLE 5. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

5.1 Work to be started on the date specified in the Official Notice to Proceed issued by the project manager per project.

5.2 The County intends to enter into a one (1) year contract with the option of being renewed for four (4) additional one (1) year periods.

Liquidated Damages:

5.3 The COUNTY and CONTRACTOR recognize that time is of the essence of this agreement and that the COUNTY will suffer financial loss if the work is not completed within the times specified in 5.2 and 5.3 above, plus any extensions thereof allowed by Change Order. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the COUNTY if the work is not completed on time. Accordingly, instead of requiring any such proof, COUNTY and CONTRACTOR agree that as Liquidated Damages for delay (but not as a penalty) the sum of \$410.00 per day shall be deducted from monies due the CONTRACTOR or paid by the CONTRACTOR to the COUNTY for each calendar day that expires after the time specified for Substantial Completion and the project fails to reach Substantial Completion. The CONTRACTOR shall also be liable for any Actual Damages sustained by the COUNTY due to the CONTRACTOR'S failure to fully complete the work by the time agreed upon for Final Completion in the Contract Documents. Actual Damages may include, but not be limited to: costs related to supervision, inspection, rentals, testing, consulting fees, or lost productivity. The COUNTY shall have the right to deduct all damages due from the final payment request as well as retainage. However, prior to deducting liquidated damages, the COUNTY shall give the CONTRACTOR seven (7) calendar days notice prior to submitting the adjusted amount due to the Clerk for payment.

CMC:006(3 of 5)  
REV: 03/18/04

## CONSTRUCTION CONTRACT

### ARTICLE 6. MISCELLANEOUS PROVISIONS

6.1 Final payments, constituting the entire unpaid balance of the Contract Price shall be paid by the COUNTY to the CONTRACTOR when the work has been completed, the Contract fully performed, and a final Certificate for Payment, form No. CMO:013, has been approved by the COUNTY.

6.2 Terms used in the Agreement which are defined in the General Conditions of the Contract (Part B) shall have the meaning designated in those conditions.

6.3 The COUNTY and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

6.4 The CONTRACTOR shall not assign or transfer any of its rights, benefits, or obligations, except for transfer that result from transfer or consolidation with a third party, without the prior written approval of the COUNTY. The CONTRACTOR shall have the right to employ other persons and/or firms to serve as sub-contractors in connection with the requirements of the Contract Documents.

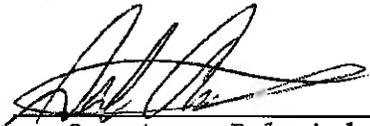
6.5 The CONTRACTOR agrees through the signing of this agreement by an authorized party or agent that he shall hold harmless and defend the County of Lee and its agents and employees from all suits and action, including attorney's fees, and all cost of litigation and judgements of every name and description arising out of and incidental to the performance of this Contract Document or work performed thereunder, whether or not due to or caused by negligence of the COUNTY, excluding only the sole negligence of the COUNTY. This provision shall also pertain to any claims brought against the COUNTY by any employee of the CONTRACTOR, or sub-contractor(s), or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation under this provision shall not be limited in any way to the agreed upon Contract Price as shown in this agreement or the CONTRACTOR'S limit of or lack of sufficient insurance protection.

CMO:006(4 of 5)  
09/25/01

CONSTRUCTION CONTRACT

In witness whereof, COUNTY and CONTRACTOR have signed this agreement in duplicate. One counterpart has been retained by the Clerk of the Board of County Commissioners, one to the Project Sponsoring Department, and one part each has been delivered to the Lee County Procurement Management, and the CONTRACTOR. All portions of the Contract Document have been signed or identified by COUNTY and CONTRACTOR, or by COUNTY'S CONSULTANT on their behalf.

Signed, sealed, and delivered in the presence of:



Secretary Dale Anderson  
Executive Vice President

Miller Pipeline LLC

(Correct Name of Business)

BY: 

CFO

Title

Date: 5/25/12

(Corporate Seal)

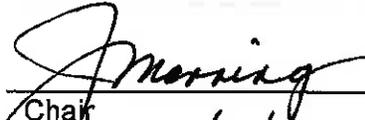


Charlie Green,

ATTEST: Clerk of the Board

BY:   
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF  
LEE COUNTY, FLORIDA

BY:   
Chair

Date: 6/8/12

APPROVED AS TO FORM

BY:   
Assistant County Attorney





# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1  
DATE (MM/DD/YYYY)  
04/20/2012

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 Willis of Minnesota, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C, NO, EXT): 877-945-7378	FAX (A/C, NO): 888-467-2378	
	E-MAIL ADDRESS: certificates@willis.com		
	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A: Zurich American Insurance Company		16535-000
INSURED Miller Pipeline, LLC Miller Pipeline Corp. 8850 Crawfordville Rd. Indianapolis, IN 46234-1559	INSURER B: Axis Surplus Insurance Company		26620-002
	INSURER C: American Zurich Insurance Company		40142-001
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES      CERTIFICATE NUMBER: 17787696      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.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSRD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	GLO9242201-00	4/1/2012	4/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Hired Auto <input checked="" type="checkbox"/> \$100 Comp <input checked="" type="checkbox"/> \$1000 Coll		BAP9242202-00	4/1/2012	4/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		EAU758748/01/2012	4/1/2012	4/1/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC9242205-00	4/1/2012	4/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater		CPP924227900	4/1/2012	4/1/2013	\$1,000,000 - Jobsite \$1,000,000 - Temporary Storage \$1,000,000 - Transit \$10,000 Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 104, Additional Remarks Schedule, if more space is required)  
Certificate Holder is Additional Insured with respect to the General Liability coverage when required by written contract executed prior to loss.

CERTIFICATE HOLDER Lee County Board of County Commissioners P.O. Box 398 Fort Myers, FL 33902	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



ZURICH®

# Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO9242201-00	4/1/2012	4/1/2013	4/1/2012	34937000		

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

This endorsement modifies insurance provided under the:

#### Commercial General Liability Coverage Part

- A. Section II – **Who Is An Insured** is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.
- B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section I - **Coverage A - Bodily Injury And Property Damage Liability** and Section I - **Coverage B - Personal And Advertising Injury Liability**, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf, and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement, performed for the additional insured person or organization.
- C. However, regardless of the provisions of Paragraphs A. and B. above:
  - 1. We will not extend any insurance coverage to any additional insured person or organization:
    - a. That is not provided to you in this policy; or
    - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
  - 2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
    - a. The Limits of Insurance provided to you in this policy; or
    - b. The Limits of Insurance you are required to provide in the written contract or written agreement.
- D. The insurance provided to the additional insured person or organization does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:
  - 1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - 2. Supervisory, inspection, architectural or engineering activities.
- E. The additional insured must see to it that:
  - 1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
  - 2. We receive written notice of a claim or "suit" as soon as practicable; and
  - 3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not

apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

**F. For the coverage provided by this endorsement:**

- 1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:**

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

- 2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.**

All other terms and conditions of this policy remain unchanged.



ZURICH®

# Blanket Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO9242201-00	4/1/2012	4/1/2013	4/1/2012	34937000		

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

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

- A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification that such Coverage Part has been cancelled to each person or organization shown in a Schedule provided to us by the First Named Insured. Such Schedule:
  - 1. Must be initially provided to us within 15 days:
    - a. After the beginning of the policy period shown in the Declarations; or
    - b. After this endorsement has been added to policy;
  - 2. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;
  - 3. Must be in an electronic format that is acceptable to us; and
  - 4. Must be accurate.

Such Schedule may be updated and provided to us by the First Named Insured during the policy period. Such updated Schedule must comply with Paragraphs 2, 3, and 4. above.
- B. Our delivery of the electronic notification as described in Paragraph A. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured. Delivery of the notification as described in Paragraph A. of this endorsement will be completed as soon as practicable after the effective date of cancellation to the first Named Insured.
- C. Proof of emailing the electronic notification will be sufficient proof that we have complied with Paragraphs A. and B. of this endorsement.
- D. Our delivery of electronic notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:
  - 1. Extend the Coverage Part cancellation date;
  - 2. Negate the cancellation; or
  - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- E. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs A. and B. of this endorsement.

All other terms and conditions of this policy remain unchanged.

# Blanket Notification to Others of Cancellation



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP9242202-00	4/1/2012	4/1/2013	4/1/2012	34937000		

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

This endorsement modifies insurance provided under the:

### Commercial Auto Coverage Part

- A.** If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification that such Coverage Part has been cancelled to each person or organization shown in a Schedule provided to us by the First Named Insured. Such Schedule:
1. Must be initially provided to us within 15 days:
    - a. After the beginning of the policy period shown in the Declarations; or
    - b. After this endorsement has been added to policy;
  2. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;
  3. Must be in an electronic format that is acceptable to us; and
  4. Must be accurate.
- Such Schedule may be updated and provided to us by the First Named Insured during the policy period. Such updated Schedule must comply with Paragraphs 2, 3, and 4, above.
- B.** Our delivery of the electronic notification as described in Paragraph A. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured. Delivery of the notification as described in Paragraph A. of this endorsement will be completed as soon as practicable after the effective date of cancellation to the first Named Insured.
- C.** Proof of emailing the electronic notification will be sufficient proof that we have complied with Paragraphs A. and B. of this endorsement.
- D.** Our delivery of electronic notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:
1. Extend the Coverage Part cancellation date;
  2. Negate the cancellation; or
  3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- E.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs A. and B. of this endorsement.

All other terms and conditions of this policy remain unchanged.

**NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT**

This endorsement is used to add the following to Part Six of the policy.

**PART SIX – CONDITIONS****F. Notification To Others Of Cancellation**

1. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will deliver electronic notification to each person or organization shown in a Schedule provided to us by you.

Such Schedule:

- a. Must be initially provided to us within 15 days:  
After the beginning of the policy period shown in the Declarations; or  
After this endorsement has been added to policy;
- b. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that this policy has been cancelled;
- c. Must be in an electronic format that is acceptable to us; and
- d. Must be accurate.

Such Schedule may be updated and provided to us by you during the policy period. Such updated Schedule must comply with Paragraphs b. c. and d. above.

2. Our delivery of the electronic notification as described in Paragraph 1. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to you. Delivery of the notification as described in Paragraph 1. of this endorsement will be completed as soon as practicable after the effective date of cancellation to you.
3. Proof of emailing the electronic notification will be sufficient proof that we have complied with Paragraphs 1. and 2. of this endorsement.
4. Our delivery of electronic notification described in Paragraphs 1. and 2. of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:
  - a. Extend the policy cancellation date;
  - b. Negate the cancellation; or
  - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
5. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs 1. and 2. of this endorsement.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 4/1/2012  
Named Insured: **Miller Pipeline, LLC**

Policy No. WC 9242204-00

Endorsement No.  
Premium \$

Zurich American Insurance Company

**U-WC-332-A**

(Ed. 01-11) Includes copyrighted material of National Council on Compensation Insurance, Inc. used with its permission.

SOLICITATION NO.: RFP-12-01

EXHIBIT A

STEP 2:  
PROPOSAL FORM  
PRICING

Date: March 21, 2012

Proposer Name: Miller Pipeline LLC

Procurement Management  
P O Box 398  
Fort Myers FL 33902-0398

Ladies and Gentlemen:

1. The Undersigned, hereinafter called PROPOSER, having become familiar with the local conditions, nature and extent of the work and having examined carefully the Request for Proposal (RFP), Agreement Form, General Conditions, Supplementary Conditions, Plans and Specifications and other Contract Documents, and having fulfilled their requirements as well as the Bonding requirements herein, proposes to furnish all labor, materials, equipment and other items, facilities and services for the proper execution and completion of the:

**LEE COUNTY WASTEWATER COLLECTION SYSTEM REHABILITATION**

in full accordance with the proposal documents, and all other pertinent documents related thereto on file with Procurement Management, and if awarded, to complete the said scope within the time limits specified.

2. The above proposal includes items as listed in the attached schedule of values.

IT IS CLEARLY UNDERSTOOD THAT LEE COUNTY RESERVES THE RIGHT TO REFUSE ALL OFFERS AS A RESULT OF THIS QUOTATION.

Information contained in this proposal has been reviewed and approved.

Name (print): Daniel L. Short

Signature: *Daniel L. Short*



**RFP-12-01**  
**LEE COUNTY WASTEWATER COLLECTION SYSTEM REHABILITATION**  
**ADDENDUM 4 DATED MARCH 15, 2012**  
**Cost Schedule**

<b>COST SCHEDULE SUMMARY</b>		
BID GROUP	DESCRIPTION	ESTIMATED COST
A	EXCAVATED POINT REPAIRS	\$32,202,763.50
B	CHEMICAL GROUTING	\$6,667,745.00
C	MANHOLE REPAIRS	\$4,410,118.50
D	SECTIONAL AND LATERAL LINING	\$11,906,245.00
E	CIP MAINLINE PIPE LINING	\$3,467,545.00
F	FOLD AND FORM LINING	\$4,643,833.50
<b>TOTAL</b>		<b>\$63,298,050.50</b>

<b>GROUP A</b>					
<b>EXCAVATED POINT REPAIRS</b>					
ITEM NO.	DESCRIPTION	QUANTITY AMOUNT	UNIT	UNIT PRICE BID	TOTAL
A1	Point repair <u>lateral</u> , 4-inch and 6-inch gravity pipe (up to 6 feet in depth)	150	EA	\$2,750.00	\$412,500.00
A2	Point repair <u>lateral</u> , 4-inch and 6-inch gravity pipe (6 to 8 feet in depth)	150	EA	\$3,850.00	\$577,500.00
A3	Point repair <u>lateral</u> , 4-inch and 6-inch gravity pipe (8 to 10 feet in depth)	150	EA	\$9,350.00	\$1,402,500.00
A4	Point repair <u>lateral</u> , 4-inch and 6-inch gravity pipe (10 to 12 feet in depth)	150	EA	\$12,100.00	\$1,815,000.00
A5	Point repair <u>lateral</u> , 4-inch and 6-inch gravity pipe (12 to 14 feet in depth)	150	EA	\$16,500.00	\$2,475,000.00
A6	Point repair <u>lateral</u> , 4-inch and 6-inch gravity pipe (14 to 16 feet in depth)	150	EA	\$18,150.00	\$2,722,500.00
A7	Point repair <u>main</u> , 8-inch and 10-inch gravity pipe (up to 6 feet in depth)	150	EA	\$4,554.00	\$683,100.00
A8	Point repair <u>main</u> , 8-inch and 10-inch gravity pipe (6 to 8 feet in depth)	150	EA	\$5,692.50	\$853,875.00
A9	Point repair <u>main</u> , 8-inch and 10-inch gravity pipe (8 to 10 feet in depth)	150	EA	\$11,550.00	\$1,732,500.00
A10	Point repair <u>main</u> , 8-inch and 10-inch gravity pipe (10 to 12 feet in depth)	150	EA	\$14,850.00	\$2,227,500.00
A11	Point repair <u>main</u> , 8-inch and 10-inch gravity pipe (12 to 14 feet in depth)	150	EA	\$20,955.00	\$3,143,250.00
A12	Point repair <u>main</u> , 8-inch and 10-inch gravity pipe (14 to 16 feet in depth)	150	EA	\$33,000.00	\$4,950,000.00
A13	Point repair <u>main</u> , 12-inch and 15-inch gravity pipe (up to 6 feet in depth)	40	EA	\$5,665.00	\$226,600.00
A14	Point repair <u>main</u> , 12-inch and 15-inch gravity pipe (6 to 8 feet in depth)	40	EA	\$8,415.00	\$336,600.00
A15	Point repair <u>main</u> , 12-inch and 15-inch gravity pipe (8 to 10 feet in depth)	40	EA	\$13,200.00	\$528,000.00
A16	Point repair <u>main</u> , 12-inch and 15-inch gravity pipe (10 to 12 feet in depth)	40	EA	\$15,950.00	\$638,000.00
A17	Point repair <u>main</u> , 12-inch and 15-inch gravity pipe (12 to 14 feet in depth)	40	EA	\$34,650.00	\$1,386,000.00
A18	Point repair <u>main</u> , 12-inch and 15-inch gravity pipe (14 to 16 feet in depth)	40	EA	\$37,422.00	\$1,496,880.00
A19	Point repair <u>main</u> , 18-inch through 24-inch gravity pipe (up to 8 feet in depth)	40	EA	\$12,650.00	\$506,000.00

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A20	Point repair <u>main</u> , 18-inch through 24-inch gravity pipe (8 to 12 feet in depth)	40	EA	\$24,750.00	\$990,000.00
A21	Point repair <u>main</u> , 18-inch through 24-inch gravity pipe (12 to 18 feet in depth)	40	EA	\$43,450.00	\$1,738,000.00
A22	Install polyethylene fused-on saddle (open trench)	150	EA	\$440.00	\$66,000.00
A23	Work in rear-yard easement (items A1 through A20)	150	EA	\$220.00	\$33,000.00
A24	Cleanout installation in grass area (up to 5 feet in depth)	150	EA	\$605.00	\$90,750.00
A25	Cleanout installation in asphalt area (up to 5 feet in depth)	150	EA	\$825.00	\$123,750.00
A26	Cleanout installation in concrete area (up to 5 feet in depth)	150	EA	\$1,100.00	\$165,000.00
A27	Cleanout installation (beyond 5 feet in depth)	100	V.F.	\$55.00	\$5,500.00
A28	Work in rear-yard easement (items A23 to A26)	150	EA	\$220.00	\$33,000.00
A29	Cleanout installation (open trench)	300	EA	\$275.00	\$82,500.00
A30	Lateral T / Y replacement (open trench)	300	EA	\$275.00	\$82,500.00
A31	Asphalt roadway replacement	200	S.Y.	\$99.00	\$19,800.00
A32	Asphalt pavement overlay (1-inch thick)	200	S.Y.	\$44.00	\$8,800.00
A33	Concrete sidewalk replacement	650	S.Y.	\$93.50	\$60,775.00
A34	Concrete curb and gutter replacement	1,500	L.F.	\$88.00	\$132,000.00
A35	Asphalt driveway replacement	200	S.Y.	\$88.00	\$17,600.00
A36	Concrete driveway replacement	200	S.Y.	\$88.00	\$17,600.00
A37	Sod replacement	25,000	S.F.	\$2.20	\$55,000.00
A38	Bypass pumping (8-inch and 10-inch sewer)	85	DAY	\$880.00	\$74,800.00
A39	Bypass pumping (12-inch and 15-inch sewer)	20	DAY	\$1,210.00	\$24,200.00
A40	Bypass pumping (18-inch through 21-inch sewer)	20	DAY	\$1,650.00	\$33,000.00
A41	Sewer <u>main cleaning and TV inspection</u> , (8-inch through 12-inch)	85,000	L.F.	\$1.49	\$126,650.00
A42	Sewer <u>main cleaning and TV inspection</u> , (15-inch through 18-inch)	5,000	L.F.	\$2.75	\$13,750.00
A43	Sewer <u>main cleaning and TV inspection</u> , (21-inch through 30-inch)	2,000	L.F.	\$5.50	\$11,000.00
A44	Traffic control - flagman, each	2,500	HOUR	\$27.50	\$68,750.00
A45	Traffic control - arrow board, each	50	DAY	\$38.50	\$1,925.00
A46	Traffic control - barricade, each	150	DAY	\$0.39	\$58.50
A47	Expedited mobilization	25	EA	\$550.00	\$13,750.00
<b>TOTAL BID FOR GROUP "A" - ITEMS A1 THROUGH A67 INCLUSIVE:</b>					<b>\$32,202,763.50</b>

<b>GROUP B</b>					
<b>CHEMICAL GROUTING</b>					
ITEM NO.	DESCRIPTION	QUANTITY AMOUNT	UNIT	UNIT PRICE BID	TOTAL
B1	Test joints, 8-inch and 10-inch gravity pipe	110,000	EA	\$13.20	\$1,452,000.00

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B2	Test joints, 12-inch and 15-inch gravity pipe	17,000	EA	\$13.20	\$224,400.00
B3	Test joints, 18-inch and 21-inch gravity pipe	10,000	EA	\$13.20	\$132,000.00
B4	Test and seal joints, 8-inch and 10-inch gravity pipe	75,000	EA	\$38.50	\$2,887,500.00
B5	Test and seal joints, 12-inch and 15-inch gravity pipe	12,000	EA	\$49.50	\$594,000.00
B6	Test and seal joints, 18-inch and 21-inch gravity pipe	7,000	EA	\$60.50	\$423,500.00
B7	Work in rear-yard easement (items B1 to B6)	1,000	EA	\$1.65	\$1,650.00
B8	Chemical grout for sealing sewer joints	40,000	GAL	\$11.00	\$440,000.00
B9	Chemical root removal (8-inch through 12-inch)	15,000	L.F.	\$2.20	\$33,000.00
B10	Chemical root removal (15-inch through 21-inch)	5,000	L.F.	\$2.75	\$13,750.00
B11	Grout / Seal lateral connection 8&10-inch main, 4&6-inch laterals (3' minimum)	300	EA	\$247.50	\$74,250.00
B12	Grout / Seal lateral connection 12&15-inch main, 4&6-inch laterals (3' minimum)	150	EA	\$275.00	\$41,250.00
B13	Grout / Seal lateral connection 18&24-inch main, 4&6-inch laterals (3' minimum)	50	EA	\$550.00	\$27,500.00
B14	Work in rear-yard easement (items B11 to B13)	300	EA	\$1.65	\$495.00
B15	Mechanical root or grease removal (12-inch and smaller)	5,000	L.F.	\$3.30	\$16,500.00
B16	Mechanical root or grease removal (15-inch through 21-inch)	2,500	L.F.	\$4.40	\$11,000.00
B17	Sewer main cleaning and TV inspection (8-inch through 12-inch)	85,000	L.F.	\$1.49	\$126,650.00
B18	Sewer main cleaning and TV inspection (15-inch through 18-inch)	5,000	L.F.	\$2.75	\$13,750.00
B19	Sewer main cleaning and TV inspection (21-inch through 30-inch)	2,000	L.F.	\$5.50	\$11,000.00
B20	Bypass pumping (8-inch and 10-inch sewer)	100	DAY	\$550.00	\$55,000.00
B21	Bypass pumping (12-inch and 15-inch sewer)	40	DAY	\$550.00	\$22,000.00
B22	Bypass pumping (18-inch and 21-inch sewer)	40	DAY	\$1,320.00	\$52,800.00
B23	Expedited mobilization	25	EA	\$550.00	\$13,750.00
<b>TOTAL BID FOR GROUP "B" - ITEMS B1 THROUGH B23</b>					<b>\$6,667,745.00</b>

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<b>GROUP C</b>					
<b>MANHOLE REPAIRS AND REPLACEMENT</b>					
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>QUANTITY AMOUNT</b>	<b>UNIT</b>	<b>UNIT PRICE BID</b>	<b>TOTAL</b>
C1	Replace Manhole Ring and Cover (in paved area)	50	EA	\$1,100.00	\$55,000.00
C2	Replace Manhole Ring and Cover (In unpaved area)	20	EA	\$605.00	\$12,100.00
C3	Realign Manhole Ring and Cover (in paved area)	50	EA	\$825.00	\$41,250.00
C4	Realign Manhole Ring and Cover (in unpaved area)	20	EA	\$440.00	\$8,800.00
C5	Provide and Install Manhole Coating/Liner (IET coating) (all depths)	100	EA	\$2,211.00	\$221,100.00
C6	Provide and Install Manhole Coating/Liner (Raven coating) (all depths)	100	EA	\$2,530.00	\$253,000.00
C7	Provide and install Manhole Coating/Liner (ShurFlex coating) (all depths)	100	EA	\$2,640.00	\$264,000.00
C8	Repair Manhole bench and invert	65	EA	\$605.00	\$39,325.00
C9	Replace Manhole bench and invert	65	EA	\$979.00	\$63,635.00
C10	Remove Existing Coating/Liner (all depths)	65	EA	\$1,045.00	\$67,925.00
C11	Repair Existing Coating/Liner (all depths)	65	EA	\$715.00	\$46,475.00
C12	Repair Defect/Leak (4 to 8 feet in depth)	200	EA	\$605.00	\$121,000.00
C13	Repair Defect/Leak (8 to 16 feet in depth)	200	EA	\$935.00	\$187,000.00
C14	Work in rear-yard easement (items C1 through C13)	50	EA	\$100.00	\$5,000.00
C15	Install new drop connection precast concrete 48-inch-diameter sewer manhole (up to 4 feet in depth)	15	EA	\$6,600.00	\$99,000.00
C16	Install new drop connection precast concrete 48-inch-diameter sewer manhole (4 to 6 feet in depth)	20	EA	\$8,580.00	\$171,600.00
C17	Install new drop connection precast concrete 48-inch-diameter sewer manhole (6 to 8 feet in depth)	30	EA	\$9,680.00	\$290,400.00
C18	Install new drop connection precast concrete 48-inch-diameter sewer manhole (8 to 10 feet in depth)	30	EA	\$16,500.00	\$495,000.00
C19	Install new drop connection precast concrete 48-inch-diameter sewer manhole (10 to 12 feet in depth)	20	EA	\$19,800.00	\$396,000.00
C20	Install new drop connection precast concrete 48-inch-diameter sewer manhole (12 to 14 feet in depth)	15	EA	\$23,100.00	\$346,500.00
C21	Install new drop connection precast concrete 48-inch-diameter sewer manhole (14 to 16 feet in depth)	15	EA	\$30,800.00	\$462,000.00

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C22	Work in rear-yard easement (items C15 through C24)	50	EA	\$220.00	\$11,000.00
C23	Asphalt roadway replacement	2,000	S.Y.	\$99.00	\$198,000.00
C24	Asphalt pavement overlay (1-inch thick)	2,000	S.Y.	\$44.00	\$88,000.00
C25	Concrete sidewalk replacement	250	S.Y.	\$93.50	\$23,375.00
C26	Concrete curb and gutter replacement	1,000	L.F.	\$88.00	\$88,000.00
C27	Asphalt driveway replacement	600	S.Y.	\$88.00	\$52,800.00
C28	Concrete driveway replacement	350	S.Y.	\$88.00	\$30,800.00
C29	Sod replacement	5,000	S.F.	\$2.20	\$11,000.00
C30	Bypass pumping (8-inch and 10-inch sewer)	100	DAY	\$880.00	\$88,000.00
C31	Bypass pumping (12-inch and 15-inch sewer)	40	DAY	\$1,100.00	\$44,000.00
C32	Bypass pumping (18-inch and 21-inch sewer)	40	DAY	\$1,320.00	\$52,800.00
C33	Traffic control - flagman, each	2,500	HOURL	\$27.50	\$68,750.00
C34	Traffic control - arrow board, each	50	DAY	\$36.50	\$1,825.00
C35	Traffic control - barricade, each	150	DAY	\$0.39	\$58.50
C36	Expedited mobilization	25	EA	\$220.00	\$5,500.00
<b>TOTAL BID FOR GROUP "C" - ITEMS C1 THROUGH C36</b>					<b>\$4,410,118.50</b>

<b>GROUP D SECTIONAL AND LATERAL LINERS</b>					
ITEM NO.	DESCRIPTION	QUANTITY AMOUNT	UNIT	UNIT PRICE BID	TOTAL
D1	Install cured-in-place sectional pipe liners, 6-inch to 12-inch diameter (up to 6 feet in length, all depths)	550	EA.	\$2,695.00	\$1,482,250.00
D2	Install cured-in-place sectional pipe liners, 6-inch to 12-inch diameter (per linear foot beyond 6 feet in length, all depths)	3,300	L.F.	\$77.00	\$254,100.00
D3	Install cured-in-place sectional pipe liners, 15-inch to 18-inch diameter (up to 6 feet in length, all depths)	100	EA	\$4,400.00	\$440,000.00
D4	Install cured-in-place sectional pipe liners, 15-inch to 18-inch diameter (per linear foot beyond 6 feet in length, all depths)	600	L.F.	\$82.50	\$49,500.00
D5	Install cured-in-place sectional pipe liners, 21-inch diameter (up to 6 feet in length, all depths)	50	EA	\$6,600.00	\$330,000.00
D6	Install cured-in-place sectional pipe liners, 21-inch diameter (per linear foot beyond 6 feet in length, all depths)	300	L.F.	\$88.00	\$26,400.00
D7	Work in rear-yard easement (items D1 through D6)	350	EA	\$110.00	\$38,500.00
D8	Reinstate laterals and grout annular space	300	EA	\$302.50	\$90,750.00
D9	Sewer main cleaning and TV inspection (8-inch through 12-inch)	85,000	L.F.	\$1.49	\$126,650.00
D10	Sewer main cleaning and TV inspection (15-inch through 18-inch)	5,000	L.F.	\$2.59	\$12,950.00

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D11	Sewer <u>main cleaning and TV inspection</u> (21-inch through 30-inch)	2,000	L.F.	\$4.40	\$8,800.00
D12	FCLRL – Cured-in-Place <u>Lateral Liner</u> 6-inch to 10-inch main, 4 & 6-inch lateral pipe, up to 15 linear feet. (all depths)	750	EA	\$3,272.50	\$2,454,375.00
D13	FCLRL – Cured-in-Place <u>Lateral Liner</u> 12-inch to 15-inch main, 4 & 6-inch lateral pipe, up to 15 linear feet. (all depths)	150	EA	\$3,465.00	\$519,750.00
D14	FCLRL – Cured-in-Place <u>Lateral Liner</u> 18-inch to 21-inch main, 4 & 6-inch lateral pipe, up to 15 linear feet. (all depths)	150	EA	\$3,685.00	\$552,750.00
D15	FCLRL – Cured-in-Place <u>Lateral Liner</u> 24-inch main, 4 & 6-inch lateral pipe, up to 15 linear feet. (all depths)	100	EA	\$3,850.00	\$385,000.00
D16	FCLRL – Cured-in-Place <u>MH Drop Liner</u> 8-inch to 15-inch main, 8-inch to 10-inch manhole drop connection, up to 12 linear feet of drop. (all depths)	150	EA	\$2,310.00	\$346,500.00
D17	Lateral Liner 4 & 6-inch pipe, greater than 15 linear feet all depths. (all depths)	200	EA	\$42.90	\$8,580.00
D18	Install CIP liner in 4-inch to 6-inch laterals, all depths (includes 15 feet of lateral)	300	EA	\$2,090.00	\$627,000.00
D19	Install CIP liner in 4-inch to 6-inch laterals, all depths (per linear foot beyond 15 feet of lateral pipe)	1,800	L.F.	\$42.90	\$77,220.00
D20	Install Full-Circle CIP mainline/lateral connection interface seal (minimum 3') in 6 - 10-inch main with 4-inch to 6-inch laterals, all depths.	300	EA	\$2,750.00	\$825,000.00
D21	Install Full-Circle CIP mainline/lateral connection interface seal (minimum 3') in 12 - 21-inch main with 4-inch to 6-inch laterals, all depths.	150	EA	\$2,970.00	\$445,500.00
D22	Install Full-Circle CIP mainline/lateral connection interface seal 6-inch to 10-inch main, 4-inch & 6-inch lateral pipe, up to 6-inches of lateral piping, all depths.	300	EA	\$2,090.00	\$627,000.00
D23	Install Full-Circle CIP mainline/lateral connection interface seal 12-inch to 21-inch main, 4-inch & 6-inch lateral pipe, up to 6-inches of lateral piping, all depths.	150	EA	\$2,695.00	\$404,250.00
D24	Transitional Liner 6-inch to 4-inch.	200	EA	\$275.00	\$55,000.00
D25	Coating Removal / Surface Preparation (Items D20 and D21)	100	EA	\$550.00	\$55,000.00
D26	Work in rear-yard easement (items D12 through D23)	300	EA	\$110.00	\$33,000.00
D27	Sewer <u>Lateral TV inspection</u> from main w/ P&T Camera (up to 30 feet)	550	EA	\$192.50	\$105,875.00

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D28	Sewer Lateral TV Inspection from main (beyond 30 feet)	300	L.F.	\$1.10	\$330.00
D29	Sewer Lateral TV Inspection from cleanout w/P&T Camera (up to 30 feet)	550	EA	\$27.50	\$15,125.00
D30	Sewer Lateral TV Inspection from cleanout (beyond 30 feet)	300	L.F.	\$1.10	\$330.00
D31	Cleanout installation in grass area (up to 5 feet in depth)	600	EA	\$825.00	\$495,000.00
D32	Cleanout installation in asphalt area (up to 5 feet in depth)	250	EA	\$907.50	\$226,875.00
D33	Cleanout installation in concrete area (up to 5 feet in depth)	250	EA	\$1,017.50	\$254,375.00
D34	Cleanout installation (beyond 5 feet in depth)	900	V.F.	\$192.50	\$173,250.00
D35	Work in rear-yard easement (items D31 through D34)	300	EA	\$110.00	\$33,000.00
D36	Lateral Pipe Grouting, to facilitate proper lateral liner installation.	300	EA	\$247.50	\$74,250.00
D37	Lateral Pipe Testing. (10% of installations)	100	EA	\$1.10	\$110.00
D38	Mechanical Root or Grease Removal (10-inch and smaller)	5,000	L.F.	\$7.70	\$38,500.00
D39	Mechanical Tuberculation Removal (10-inch or smaller)	5,000	L.F.	\$11.00	\$55,000.00
D40	Bypass pumping (8-inch and 10-inch sewer)	100	DAY	\$247.50	\$24,750.00
D41	Bypass pumping (12-inch and 15-inch sewer)	40	DAY	\$495.00	\$19,800.00
D42	Bypass pumping (18-inch and 21-inch sewer)	40	DAY	\$797.50	\$31,900.00
D43	Traffic control - flagman, each	2,500	HOUR	\$19.80	\$49,500.00
D44	Traffic control - arrow board, each	50	DAY	\$27.50	\$1,375.00
D45	Traffic control - barricade, each	150	DAY	\$5.50	\$825.00
D46	Expedited mobilization	25	EA	\$1,210.00	\$30,250.00
<b>TOTAL BID FOR GROUP "D" - ITEMS D1 THROUGH D46</b>					<b>\$11,906,245.00</b>

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<b>GROUP E</b>					
<b>CIP Mainline Pipe Lining</b>					
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>QUANTITY AMOUNT</b>	<b>UNIT</b>	<b>UNIT PRICE BID</b>	<b>TOTAL</b>
E1	Install cured-in-place liner, 18-inch diameter gravity mains (8 to 12 feet in depth)	4,000	L.F.	\$79.25	\$317,000.00
E2	Install cured-in-place liner, 18-inch diameter gravity mains (12 to 16 feet in depth)	3,000	L.F.	\$84.50	\$253,500.00
E3	Install cured-in-place liner, 21-inch diameter gravity mains (8 to 12 feet in depth)	2,600	L.F.	\$94.60	\$245,960.00
E4	Install cured-in-place liner, 21-inch diameter gravity mains (12 to 16 feet in depth)	2,000	L.F.	\$99.50	\$199,000.00
E5	Install cured-in-place liner, 24-inch diameter gravity mains (8 to 12 feet in depth)	2,600	L.F.	\$107.00	\$278,200.00
E6	Install cured-in-place liner, 24-inch diameter gravity mains (12 to 18 feet in depth)	2,000	L.F.	\$114.00	\$228,000.00
E7	Install cured-in-place liner, 30-inch diameter gravity mains (8 to 12 feet in depth)	1,300	L.F.	\$148.00	\$192,400.00
E8	Install cured-in-place liner, 30-inch diameter gravity mains (12 to 18 feet in depth)	1,000	L.F.	\$174.00	\$174,000.00
E9	Work in Rear-Yard Easement (Items E1 to E8)	300	EA	\$1,960.00	\$588,000.00
E10	Reinstate Laterals and Grout annular space	300	EA	\$450.00	\$135,000.00
E11	Protruding service connection removed by internal means	300	EA	\$490.00	\$147,000.00
E12	Mechanical Root or Grease Removal (12-inch and smaller)	5,000	L.F.	\$3.30	\$16,500.00
E13	Mechanical Root or Grease Removal (15-inch through 24-inch)	2,000	L.F.	\$4.40	\$8,800.00
E14	Mechanical Tuberculation Removal (12-inch or smaller)	5,000	L.F.	\$13.20	\$66,000.00
E15	Mechanical Tuberculation Removal (15-inch through 18-inch)	2,000	L.F.	\$26.40	\$52,800.00
E16	Mechanical Tuberculation Removal (21-inch through 30-inch)	1,500	L.F.	\$38.50	\$57,750.00
E17	<u>Sewer main cleaning and TV inspection (8-inch through 12-inch)</u>	85,000	L.F.	\$1.65	\$140,250.00
E18	<u>Sewer main cleaning and TV inspection (15-inch through 18-inch)</u>	5,000	L.F.	\$2.75	\$13,750.00
E19	<u>Sewer main cleaning and TV inspection (21-inch through 30-inch)</u>	2,000	L.F.	\$5.50	\$11,000.00
E20	Bypass Pumping (6-inch through 12-inch sewer)	100	DAY	\$550.00	\$55,000.00
E21	Bypass Pumping (15-inch and 18-inch sewer)	40	DAY	\$550.00	\$22,000.00

**RFP-12-01  
LEE COUNTY WASTEWATER COLLECTION SYSTEM REHABILITATION  
ADDENDUM 4 DATED MARCH 15, 2012  
Cost Schedule**

E22	Bypass Pumping (18-inch through 30-inch sewer)	40	DAY	\$1,320.00	\$52,800.00
E23	Traffic control - flagman, each	2,500	HOUR	\$49.50	\$123,750.00
E24	Traffic control - arrow board, each	50	DAY	\$16.50	\$825.00
E25	Traffic control - barricade, each	150	DAY	\$0.40	\$60.00
E26	Expedited mobilization	25	EA	\$3,528.00	\$88,200.00
<b>TOTAL BID FOR GROUP "E" - ITEMS E1 THROUGH E26</b>					<b>\$3,487,545.00</b>

<b>GROUP F Form and Form Pipe Lining</b>					
ITEM NO.	DESCRIPTION	QUANTITY AMOUNT	UNIT	UNIT PRICE BID	TOTAL
F1	Install Fold and Form liner, 8-inch diameter gravity mains (all depths)	65,000	L.F.	\$27.00	\$1,755,000.00
F2	Install Fold and Form liner, 10-inch diameter gravity mains (all depths)	33,000	L.F.	\$32.00	\$1,056,000.00
F3	Install Fold and Form liner, 12-inch diameter gravity mains (all depths)	5,000	L.F.	\$34.00	\$170,000.00
F4	Install Fold and Form liner, 15-inch diameter gravity mains (all depths)	5,000	L.F.	\$40.50	\$202,500.00
F5	Reinstate Laterals and Grout annular space	300	EA	\$450.00	\$135,000.00
F6	Work in Rear-Yard Easement (items F1 & F4)	300	EA	\$1,960.00	\$588,000.00
F7	Protruding service connection removed by internal means	300	EA	\$490.00	\$147,000.00
F8	Sewer main cleaning and TV inspection (8-inch through 12-inch)	85,000	L.F.	\$1.65	\$140,250.00
F9	Sewer main cleaning and TV inspection (15-inch through 18-inch)	5,000	L.F.	\$2.75	\$13,750.00
F10	Sewer main cleaning and TV inspection (21-inch through 30-inch)	2,000	L.F.	\$5.50	\$11,000.00
F11	Mechanical Root or Grease Removal (12-inch or smaller)	5,000	L.F.	\$3.30	\$16,500.00
F12	Mechanical Tuberculation Removal (12-inch or smaller)	5,000	L.F.	\$13.20	\$66,000.00
F13	Bypass Pumping (6-inch through 10-inch sewer)	100	DAY	\$550.00	\$55,000.00
F14	Bypass Pumping (12-inch and 15-inch sewer)	40	DAY	\$550.00	\$22,000.00
F15	Bypass Pumping (18-inch and 24-inch sewer)	40	DAY	\$1,320.00	\$52,800.00
F16	Traffic control - flagman, each	2,500	HOUR	\$49.50	\$123,750.00
F17	Traffic control - arrow board, each	50	DAY	\$16.50	\$825.00
F18	Traffic control - barricade, each	150	DAY	\$0.39	\$58.50
F19	Expedited mobilization	25	EA	\$3,528.00	\$88,200.00
<b>TOTAL BID FOR GROUP "F" - ITEMS F1 THROUGH F19</b>					<b>\$4,643,633.50</b>

SOLICITATION NO. RFP-12-01

BID BOND

Complete EITHER Section 1, Lee County Paper Bid Bond, OR Section 2, Lee County Electronic Bid Bond

Section 1 - Lee County Paper Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Miller Pipeline LLC as Principal, and  
(BIDDER'S Name)  
Travelers Casualty and Surety Company of America a Corporation licensed to do  
(Surety's Name)

business under the laws of the State of Florida as a Surety, are held and firmly bound unto LEE COUNTY BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, in the SUM OF FIFTY THOUSAND DOLLARS (\$50,000.00).

for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this 21st day of March 2012

WHEREAS, said Principal is herewith submitting a Proposal for the :

RFP-12-01 LEE COUNTY WASTEWATER COLLECTION SYSTEM REHABILITATION

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the Contract upon said Proposal within the specified time and shall enter into a written Contract, satisfactory in form, provide an acceptable Public Payment & Performance Bond from a Surety acceptable to the COUNTY and provide other Insurance as may be required to the COUNTY within seven (7) calendar days after the written Notice of Award date, or within such extended period as the COUNTY may grant, then this obligation shall be null and void; otherwise said Principal and Surety shall pay to said COUNTY in money the difference between the amount of the Bid of said Principal and the amount for which said COUNTY may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said COUNTY if suit be brought hereon, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. For purposes of unsuccessful bid protests filed by the Principal herein, this obligation shall bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon a finding from the Board of County Commissioners for Lee County that the bid protest was frivolous and/or lacked merit. The liability of the Surety shall not exceed the penal sum of the bid bond.

Witness as to Principal:

Emory D. B. B. B.  
(By)

Miller Pipeline LLC (SEAL)  
(Principal) [Signature]  
CFO

Witness as to Surety:

[Signature]

Travelers Casualty and Surety Company of America (SEAL)  
(Surety's Name)  
(By As Attorney-in-Fact, Surety)

Affix Corporate Seals and attach proper Power of Attorney for Surety.

CMO:001  
09/25/01

[Signature]  
Florida Resident Agent

**TRAVELERS**

**POWER OF ATTORNEY**

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

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

Attorney-In Fact No. 215719

Certificate No. 003969384

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, 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

William Phelps

of the City of Melbourne, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of November, 2010

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

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



State of Connecticut  
City of Hartford ss.

By: George W. Thompson  
George W. Thompson, Senior Vice President

On this the 11th day of November, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
My Commission expires the 30th day of June, 2011.



Marie C. Tetreault  
Marie C. Tetreault, Notary Public

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

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

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

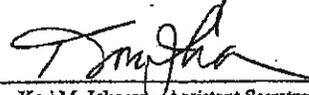
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of March, 2012

  
Kori M. Johanson, Assistant Secretary



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

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

# Friedlander Company



## Bonds & Insurance

1566 Kanawha Blvd. East 25311  
PO Box 2466 Charleston, WV 25329  
Telephone: 304/357-4520 \* Fax: 304/345-8724



March 19, 2012

Lee County  
1825 Hendry St., 3<sup>rd</sup> Floor  
Fort Myers, FL 33901

To Whom It May Concern:

It has been the privilege of the Travelers Companies and subsidiaries to provide surety bonds for Miller Pipeline LLC (MPC), Indianapolis, IN for fifty-five years and our surety agency, Friedlander Company, for thirty-nine years. It is our opinion that MPC is qualified to perform pipeline and pipeline related construction projects estimated to have values in excess of \$25,000,000., within uncompleted work programs in excess of \$75,000,000.00.

Please note the decision to issue bid, performance and payment bonds is a matter between MPC, this agency and the surety and is subject to standard underwriting at the time of the bond request, which includes but is not limited to the acceptability of the contract documents, bond forms and project financing. We assume no liability to third parties or to you if for any reason we do not execute specific surety bonds.

Travelers is listed on the U.S. Treasury Dept. Listing of Approved Sureties (Circular 570) and is rated "A+" and "XIV" by A.M. Best Company.

If you have any questions or need additional information, please do not hesitate to contact Tony Stanchina at the agency branch office located at: 90 Gangplank Rd., Moneta, VA 24121. Phone: (540) 721-6441 and email address: [tonystanchina@citynet.net](mailto:tonystanchina@citynet.net).

Very truly yours,

Robin Hubbard-Sherrod  
Friedlander Company  
Travelers Attorney-in-Fact

**MILLER PIPELINE, LLC  
UNANIMOUS WRITTEN CONSENT  
OF THE DIRECTORS**

The undersigned, being all of the directors of Miller Pipeline, LLC ("Company"), an Indiana limited liability company, under the provisions of Indiana Code §23-1-34-2, hereby adopt the following resolution by unanimous written consent, in lieu of the Annual Meeting:

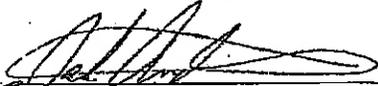
BE IT RESOLVED that the Board of Company elects the following persons to the offices in the Company set opposite their respective names, in each case, to serve until the next annual meeting of the Board or until their respective successors have been duly qualified and elected:

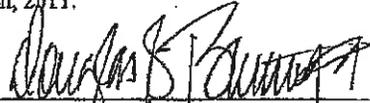
Chief Executive Officer ..... Douglas S. Barning, Jr.  
Chief Financial Officer ..... Daniel L. Short  
President and Chief Operating Officer ..... Kevin G. Miller  
Executive Vice-President ..... Dale Anderson  
Secretary ..... Joshua A. Claybourn  
Asst. Secretary and Treasurer ..... Nina A. Turner  
Vice-President ..... Dennis C. Norman  
Vice-President ..... Ralph E. Miller  
Vice-President ..... Keith Miller  
Vice-President ..... Scott E. Miller  
Vice-President ..... Frank Bracht  
Vice-President ..... David J. Tucker

BE IT FURTHER RESOLVED by the Board of Company that the officers of the Company are further authorized to take such actions as in their reasonable judgment they deem necessary or appropriate to carry out the foregoing resolutions, after consideration of all appropriate issues and consultation with legal counsel and other professional advisors.

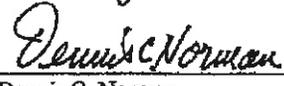
[Remainder of page intentionally left blank; signature page to follow.]

Effective as of 12:00 p.m. (E.S.T.) this 31<sup>st</sup> day of March, 2011.

  
Dale Anderson

  
Douglas S. Hanning, Jr.

  
Kevin Miller

  
Dennis C. Norman

  
Daniel L. Short

**MILLER PIPELINE, LLC  
UNANIMOUS WRITTEN CONSENT  
OF THE DIRECTORS**

The undersigned, being all of the directors of Miller Pipeline, LLC ("Company"), an Indiana limited liability company, under the provisions of Indiana Code §23-1-34-2, hereby adopt the following resolution by unanimous written consent, in lieu of the Annual Meeting:

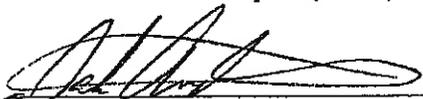
BE IT RESOLVED that the Board of Company elects the following persons to the offices in the Company set opposite their respective names, in each case, to serve until the next annual meeting of the Board or until their respective successors have been duly qualified and elected:

Chief Executive Officer ..... Douglas S. Banning, Jr.  
Chief Financial Officer ..... Daniel L. Short ✖  
President and Chief Operating Officer..... Kevin G. Miller  
Executive Vice-President ..... Dale Anderson  
Secretary ..... Joshua A. Claybourn  
Asst. Secretary and Treasurer ..... Nina A. Turner  
Vice-President ..... Dennis C. Norman  
Vice-President ..... Ralph E. Miller  
Vice-President ..... Keith Miller  
Vice-President ..... Scott E. Miller  
Vice-President ..... Frank Bracht  
Vice-President ..... David J. Tucker

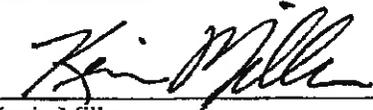
BE IT FURTHER RESOLVED by the Board of Company that the officers of the Company are further authorized to take such actions as in their reasonable judgment they deem necessary or appropriate to carry out the foregoing resolutions, after consideration of all appropriate issues and consultation with legal counsel and other professional advisors.

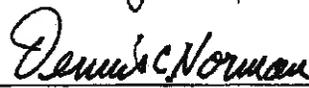
[Remainder of page intentionally left blank; signature page to follow.]

Effective as of 12:00 p.m. (E.S.T.) this 31<sup>st</sup> day of March, 2011.

  
\_\_\_\_\_  
Dale Anderson

  
\_\_\_\_\_  
Douglas S. Banning, Jr.

  
\_\_\_\_\_  
Kevin Miller

  
\_\_\_\_\_  
Dennis C. Norman

  
\_\_\_\_\_  
Daniel L. Short

**Lee County Board Of County Commissioners  
Agenda Item Summary**

**Blue Sheet No. 20120398**

**1. ACTION REQUESTED/PURPOSE:**

A) Approve award of RFP-12-01 LEE COUNTY WASTEWATER COLLECTION SYSTEM REHABILITATION, to Miller Pipeline, LLC, whose proposal the Evaluation Committee deemed to be in the best interest of Lee County, with an anticipated annual expenditure of an amount not-to-exceed \$1,500,000.00, and an initial contract period of one year, with the option to renew for four additional one year periods.  
B) Authorize Chair to execute contract on behalf of the Board upon receipt.

**2. FUNDING SOURCE:**

Fund: Utilities Rehabilitation & Replacement; Program: Capital Projects & Major Maintenance; Project: Inflow and Infiltration Improvements & Wastewater Collection Rehabilitation/Replacement

**3. WHAT ACTION ACCOMPLISHES:**

Provides Lee County Utilities (LCU) with contractor services to provide all labor and materials for the Lee County Wastewater Collection System Rehabilitation. The County intends to order services as required throughout the year, but makes no guarantee as to the quantity, number, type or tests that will be ordered.

**4. MANAGEMENT RECOMMENDATION:** Approve

**5. Departmental Category:** C13C

**6. Meeting Date:** 5/15/2012

**7. Agenda:**

Consent

**8. Requirement/Purpose:** (specify)

- Statute
- Ordinance
- Admin Code AC-4-4
- Other

**9. Request Initiated**

**Commissioner:**  
**Department:** UTILITIES  
**Division:** No Divisions  
**By:** Pam Keyes

**10. Background:**

Lee County Utilities (LCU) submitted a request to Procurement Management to obtain Proposals for the Lee County Wastewater Collection System Rehabilitation.

The voting members of the Evaluation Committee consisted of the following staff members: Doug Meurer, Assistant County Manager (as Chair); Pam Keyes, Lee County Utilities Director; and Jessica Muñoz, Project Manager. The following county staff also contributed to the evaluation discussions as non-voting participants: Kim Hoskins and Dwayne Tagg of Lee County Utilities.

Qualification/Sealed Proposals were received by the Procurement on March 21, 2012. Four submittals were received by the established deadline date. On April 3, 2012 the Evaluation Committee convened and, after review of the proposals in conjunction with the qualifications requirements set forth in the project RFP documents, found one out of the four contractors qualified. Thereafter, the Sealed Cost proposal was opened from the single qualified firm, Miller Pipeline, LLC. It was the consensus of the Committee to recommend award to Miller Pipeline, LLC whose proposal was deemed to be in the best interest of Lee County, with an estimated annual expenditure in an amount not-to-exceed \$1,500,000.00 and an initial contract period of one year, with the option of four one-year renewals.

Contractor will provide services for the rehabilitation of the collection system to eliminate inflow and infiltration and renew aging infrastructure. The County will order services as required throughout the year, but makes no

**11. Required Review:**

<i>Pam Keyes</i>	<i>Robert Franceschini</i>	<i>Emma Wolf</i>	<i>Mike Figueroa</i>	<i>David Harris</i>	<i>Dawn Perry Lefnert</i>
UTILITIES	Purchasing	Budget Analyst	Risk	Budget Services	County Attorney
<i>Doug Meurer</i>					
Public Works Director					

**12. Commission Action:**

guarantee as to the quantity, number, type or tests that will be ordered.

Funds are available in Accounts: 20724748720.506310 & 40730948720.503190

- Attachments:**
- 1) Proposal Tabulation
  - 2) Committee Evaluation
  - 3) Department Recommendation
  - 4) Copy of Proposed Contract

Date: 6/1/2012

LEE COUNTY CONTRACT DOCUMENTS  
ENDORSEMENT FORM

Tracking #: 20120398

Contract #: 6057

AWARDEE NAME: Miller Pipeline, LLC

PROJECT NAME: Lee County Wastewater Collection System Rehabilitation

SOLICITATION NO.: RFP-12-01 BOARD AWARD DATE 5/15/2012 CONSENT AGENDA ITEM C13C

PROJECT COST N/A - Per Project PROJECT DURATION 1 YEAR - FOUR 1 YR

ENCLOSURES

- Contract/Agreement
- Addendum
- Public Payment and Performance Bond
- Certificate of Insurance
  - Workers Compensation
  - General Liability
  - Business Auto Liability
  - All Risk Builders Risk
  - Other: UMBRELLA & INSTALLATION
- FLOATER
  - Copy of Insurance Requirements for this Contract

Type: CONSTRUCTION

Phase: \_\_\_\_\_

Comment: \_\_\_\_\_

Dated: 4/1/13

Dated: 4/1/13

Dated: 4/1/13

Dated: \_\_\_\_\_

Dated: 4/1/13

RECEIVED BY  
 REC'D JUN 11 PM 2:09  
 COUNTY ATTORNEY

**RUSH**  
Rachel Ott

(2 orig's)

RISK MANAGEMENT

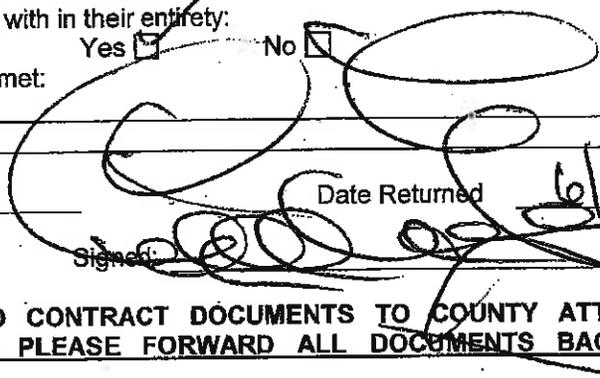
I have reviewed the above Certificate(s) of Insurance submitted and find that all of the insurance requirements of the Contract Documents have been complied with in their entirety:

Yes  No

If No, indicate what requirements are not met:

Date Received: 6/4/12

Date Returned: 6/5/12

Signed: 

**PLEASE APPROVE AND FORWARD CONTRACT DOCUMENTS TO COUNTY ATTORNEY'S OFFICE FOR EXECUTION. IF NOT APPROVED PLEASE FORWARD ALL DOCUMENTS BACK TO PROCUREMENT MANAGEMENT FOR CORRECTION.**

COUNTY ATTORNEY'S OFFICE

I have reviewed the above Contract Documents and Public Construction Bond submitted and find them to be legally sufficient.

Yes  No

If No, indicate what requirements are not met:

6-5-12 - Exhibit A is not attached as required by contract. DPL

Date Received: 6-5-12

Date Returned: 6-5-12

6-7-12

6-7-12

Signed: 

**PLEASE APPROVE AND FORWARD CONTRACT DOCUMENTS TO CHAIRMAN OF THE BOARD FOR FINAL EXECUTION.**

CHAIR

Please execute the attached Contract Documents and all copies. After it has been completed by you, please forward directly to Procurement Management

Date Received: \_\_\_\_\_

Date Forwarded: \_\_\_\_\_

MINUTES DEPARTMENT

Please attest to the attached Contract Documents. After it is completely executed, please retain one original and return the remaining copies along with this endorsement form to Procurement Management.

Date Received: 6-11-12

Date Forwarded: 6-11-12

mzw

2012 JUN 11 PM 12:55  
 MINUTES DEPARTMENT