CONTRACT COPY

ORIGINAL DO NOT REMOVE FROM FILE

AGREEMENT FOR WASTEWATER COLLECTION SYSTEM REHABILITATION SERVICES

THIS AGREEMENT, made this 14th day of July 2014, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Miller Pipeline, LLC, an Indiana limited liability company authorized to transact business in the State of Florida, ("Contractor" or "Company"), whose address and phone number are 8850 Crawfordsville Road, Indianapolis, IN 46234, Phone: 317-293-0278, Toll free: 800-428-3742 Fax: 317-293-0278. Email: Louis.woska@millerpipeline.com.

WHEREAS, the City and Contractor wish to enter into an agreement for Wastewater Collection System Rehabilitation services based on an agreement between the Contractor and Lee County, a political subdivision of the State of Florida,

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement (Form P-0001):

(1) The City's General Terms and Conditions and insurance requirements ("Exhibit A").

(2) RFP-12-01 LEE COUNTY WASTEWATER COLLECTION SYSTEM REHABILITATION, contract number 6057, dated May 15, 2012, ("Lee County Agreement"), ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

A. First, specific direction from the City Manager (or designee).
B. Second, this Agreement (Form P-0001) dated July 14th, 2014, and any attachments.
C. Third, Exhibit A
D. Fourth, Exhibit B

II. SCOPE

The Contractor agrees to provide to the City wastewater collection system rehabilitation services (the "Work") in accordance with the terms of the Lee County Agreement, except that all services shall be pursuant to task orders issued by the City. The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on June 3, 2014. This agreement shall be coterminous with the Lee County Agreement and shall be automatically extended in the event the Lee County Agreement is extended in accordance with Paragraph 5.2 of the Lee County Agreement. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the unit prices reflected in the Proposal Form Pricing pages attached to Exhibit B. It is acknowledged and agreed by Contractor that these amounts are the maximum unit prices payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract

Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Bonds and Insurance

Performance and Payment Bond(s): The Contractor shall furnish Performance and Payment Bonds ("Bond"), in an amount at least equal to the Contract Price as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. These Bonds shall remain in effect until at least one (1) year after the date of final payment, except as otherwise provided by law. All Bonds shall be furnished and provided by the surety and shall be in substantially the same form as prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and (iii) otherwise meet the requirements set forth herein that apply to sureties. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

Performance Bond: A Corporate Surety Bond legally issued, meeting the approval of, and running to the City in an amount not less than the Contract Price of such improvements, conditioned that the Contractor shall maintain and make all repairs to the improvements constructed by the Contractor at their own expense and free of charge to the City, for the period of one (1) year after the date of acceptance of the Work within such period by reason of any imperfection of the material used or by reason of any defective workmanship, or any improper, imperfect or defective preparation of the base upon which any such improvement shall be laid.

Disqualification of Surety: If the Surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) as documented above, the Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to the City.

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - $500,000.

Waiver of subrogation by endorsement, in favor of the City

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage $1,000,000 per occurrence, $2,000,000 aggregate.

This coverage must include, but not limited to:

a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
b. Coverage for Premises/Operations

c. Products/Completed Operations
d. Broad Form Contractual Liability
e. Independent Contractors
f. Waiver of subrogation by endorsement, in favor of the City

Automobile Liability Insurance

Contractor agrees to maintain automobile liability insurance with a combined single limit of not less than $1,000,000, including coverage for owned, hired, borrowed and non-owned vehicles. A waiver of subrogation by endorsement is required under this policy.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 North Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

G. Subcontractors

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be disclosed as a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

H. Insurance – Subcontractors

Contractor shall require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable

environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and

Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor 's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from

representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of $1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of $1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of $1,000 which amount shall be reduced by the amount actually paid by

the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

AA. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

BB. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013):

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2013), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2013), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2013), as may be amended or revised.

CC. Public Records

Contractor shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required

by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2013), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: _____
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

ATTEST:
By: _____
Print Name: Daniel L. Short
Title: C.F.O.

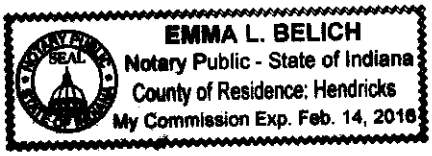
Miller Pipeline, LLC
By: _____
Douglas S. Banning, Jr.
Director C.E.O.

(SEAL)

STATE OF Indiana :
COUNTY OF Marion :

The foregoing instrument was acknowledged before me this 9th day of July, 2014, by Douglas S. Banning, Jr. as director for Miller Pipeline, LLC, a Indiana corporation authorized to transact business in the State of Florida.

(SEAL)



Emma L Belich
Notary Public, State of Indiana
(Signature of Notary Public)

Emma L. Belich
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known X OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT B

SOLICITATION NO.: RFP-12-01

STEP 2:
PROPOSAL FORM
PRICING

CONTRACT COPY

ORIGINAL
DO NOT REMOVE
FROM FILE

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

COST SCHEDULE SUMMARY		
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	$4,643,633.50
TOTAL		$63,298,050.50

GROUP A
EXCAVATED POINT REPAIRS

ITEM NO.	DESCRIPTION	QUANTITY AMOUNT	UNIT	UNIT PRICE BID	TOTAL
A1	Point repair lateral, 4-inch and 6-inch gravity pipe (up to 6 feet in depth)	150	EA	$2,750.00	$412,500.00
A2	Point repair lateral, 4-inch and 6-inch gravity pipe (6 to 8 feet in depth)	150	EA	$3,850.00	$577,500.00
A3	Point repair lateral, 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 lateral, 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 lateral, 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 lateral, 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 main, 8-inch and 10-inch gravity pipe (up to 6 feet in depth)	150	EA	$4,554.00	$683,100.00
A8	Point repair main, 8-inch and 10-inch gravity pipe (6 to 8 feet in depth)	150	EA	$5,692.50	$853,875.00
A9	Point repair main, 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 main, 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 main, 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 main, 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 main, 12-inch and 15-inch gravity pipe (up to 6 feet in depth)	40	EA	$5,665.00	$226,600.00
A14	Point repair main, 12-inch and 15-inch gravity pipe (6 to 8 feet in depth)	40	EA	$8,415.00	$336,600.00
A15	Point repair main, 12-inch and 15-inch gravity pipe (8 to 10 feet in depth)	40	EA	$13,200.00	$528,000.00
A16	Point repair main, 12-inch and 15-inch gravity pipe (10 to 12 feet in depth)	40	EA	$15,950.00	$638,000.00
A17	Point repair main, 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 main, 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 main, 18-inch through 24-inch gravity pipe (up to 8 feet in depth)	40	EA	$12,650.00	$506,000.00

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

A20	Point repair main, 18-inch through 24-inch gravity pipe (8 to 12 feet in depth)	40	EA	$24,750.00	$990,000.00
A21	Point repair main, 18-inch through 24-inch gravity pipe (12 to 16 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 main cleaning and TV inspection (8-inch through 12-inch)	85,000	L.F.	$1.49	$126,650.00
A42	Sewer main cleaning and TV inspection (15-inch through 18-inch)	5,000	L.F.	$2.75	$13,750.00
A43	Sewer main cleaning and TV inspection (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
	TOTAL BID FOR GROUP "A" - ITEMS A1 THROUGH A67 INCLUSIVE:				**$32,202,763.50**

GROUP B
CHEMICAL GROUTING

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

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

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
TOTAL BID FOR GROUP "B" - ITEMS B1 THROUGH B23					**$6,667,745.00**

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

GROUP C
MANHOLE REPAIRS AND REPLACEMENT

ITEM NO.	DESCRIPTION	QUANTITY AMOUNT	UNIT	UNIT PRICE BID	TOTAL
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

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

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	HOUR	$27.50	$68,750.00
C34	Traffic control - arrow board, each	50	DAY	$38.50	$1,925.00
C35	Traffic control - barricade, each	150	DAY	$0.39	$58.50
C36	Expedited mobilization	25	EA	$220.00	$5,500.00
TOTAL BID FOR GROUP "C" - ITEMS C1 THROUGH C36					**$4,410,118.50**

GROUP D
SECTIONAL AND LATERAL LINERS

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

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

D11	Sewer main cleaning and TV inspection (21-inch through 30-inch)	2,000	L.F.	$4.40	$8,800.00
D12	FCLRL – Cured-in-Place Lateral Liner 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 Lateral Liner 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 Lateral Liner 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 Lateral Liner 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 MH Drop Liner 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 laeral)	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 Lateral TV Inspection from main w/ P&T Camera (up to 30 feet)	550	EA	$192.50	$105,875.00

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

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
TOTAL BID FOR GROUP "D" - ITEMS D1 THROUGH D46					**$11,906,245.00**

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

GROUP E
CIP Mainline Pipe Lining

ITEM NO.	DESCRIPTION	QUANTITY AMOUNT	UNIT	UNIT PRICE BID	TOTAL
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 connnection 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	Sewer main cleaning and TV inspection (8-inch through 12-inch)	85,000	L.F.	$1.65	$140,250.00
E18	Sewer main cleaning and TV inspection (15-inch through 18-inch)	5,000	L.F.	$2.75	$13,750.00
E19	Sewer main cleaning and TV inspection (21-inch through 30-inch)	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
TOTAL BID FOR GROUP "E" - ITEMS E1 THROUGH E26					**$3,467,545.00**

GROUP F
Form and Form Pipe Lining

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 connnection 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
TOTAL BID FOR GROUP "F" - ITEMS F1 THROUGH F19					**$4,643,633.50**

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:

(By)

Miller Pipeline LLC (SEAL)
(Principal)

CFO

Witness as to Surety:

Travelers Casualty and Surety Company of Ameri (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

Florida Resident Agent

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

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.

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

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

58440-4-09 Printed in U.S.A.

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

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. 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., 3rd 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.

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. 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 31st day of March, 2011.

Dale Anderson

Douglas S. Banning, Jr.

Kevin Miller

Dennis C. Norman

Daniel L. Short