

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date:	February 6, 2007	Consent [X]	Regular []
		Public Hearing []	
Submitted By:	Water Utilities Department		
Submitted For:	Water Utilities Department		

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a contract with Miller Pipeline Corporation for rehabilitation of wastewater gravity pipelines in an amount not to exceed \$500,000.

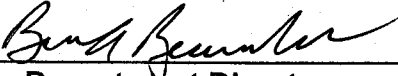
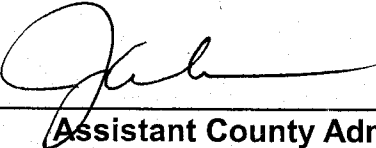
Summary: The Department operates a wastewater collection system, which is comprised of over 1,200 miles of pipelines serving approximately 500,000 residents. This contract will provide for the reconstruction and/or rehabilitation of leaking/damaged wastewater gravity pipelines and service lines to several residential communities. By piggy backing an existing Contract with the City of North Miami Beach (Sewer Collection System Rehabilitation Project No. 2002-14), the department will be able to utilize lower unit cost for cleaning, televising, root removal, sealing, and liner installation for wastewater gravity pipelines. The Small Business Enterprise (SBE) participation goal established by the SBE Ordinance (R2002-0064) is 15.00% overall. This Contract with Miller Pipeline Corporation has zero SBE participation as the City of North Miami Beach does not utilize a SBE program.

(WUD Project No. 07-032) District 2 and 6 (JM)

Background and justification: The Department operates a wastewater collection system, which is comprised of over 1,200 miles of pipelines serving approximately 500,000 residents. This contract will provide for the reconstruction and/or rehabilitation of leaking/damaged wastewater gravity pipelines and service lines to the following residential communities: Willows and Poinciana Place. Such rehabilitation will minimize potential wastewater backups in residences and reduce groundwater infiltration into the County's wastewater collection system.

Attachments:

- 1. Location Map
- 2. Two (2) Original Contracts

Recommended By:		1/9/07
	Department Director	Date
Approved By:		1/29/07
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>\$500,000.00</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County CCRT	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>\$500,000.00</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Budget Account No.: Fund 4011 Dept 721 Unit W006 Object 6547

Is Item Included in Current Budget? Yes X No

Reporting Category N/A

B. Recommended Sources of Funds/Summary of Fiscal Impact:

One time capital expenditure from the user fees and balance brought forward.

C. Department Fiscal Review: Debra M West

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

Janet Doherty 1-17-07
OFMB
1-16-07
1-12-07

Dr. S. Jacob 1/25/07
Contract Development and Control

B. Legal Sufficiency:
James Murphy 1/25/07
Assistant County Attorney

This contract is a Piggy back off a contract with the city of North Miami Beach. work will be authorized in accordance with Courtroom PAM CW-F-050.

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

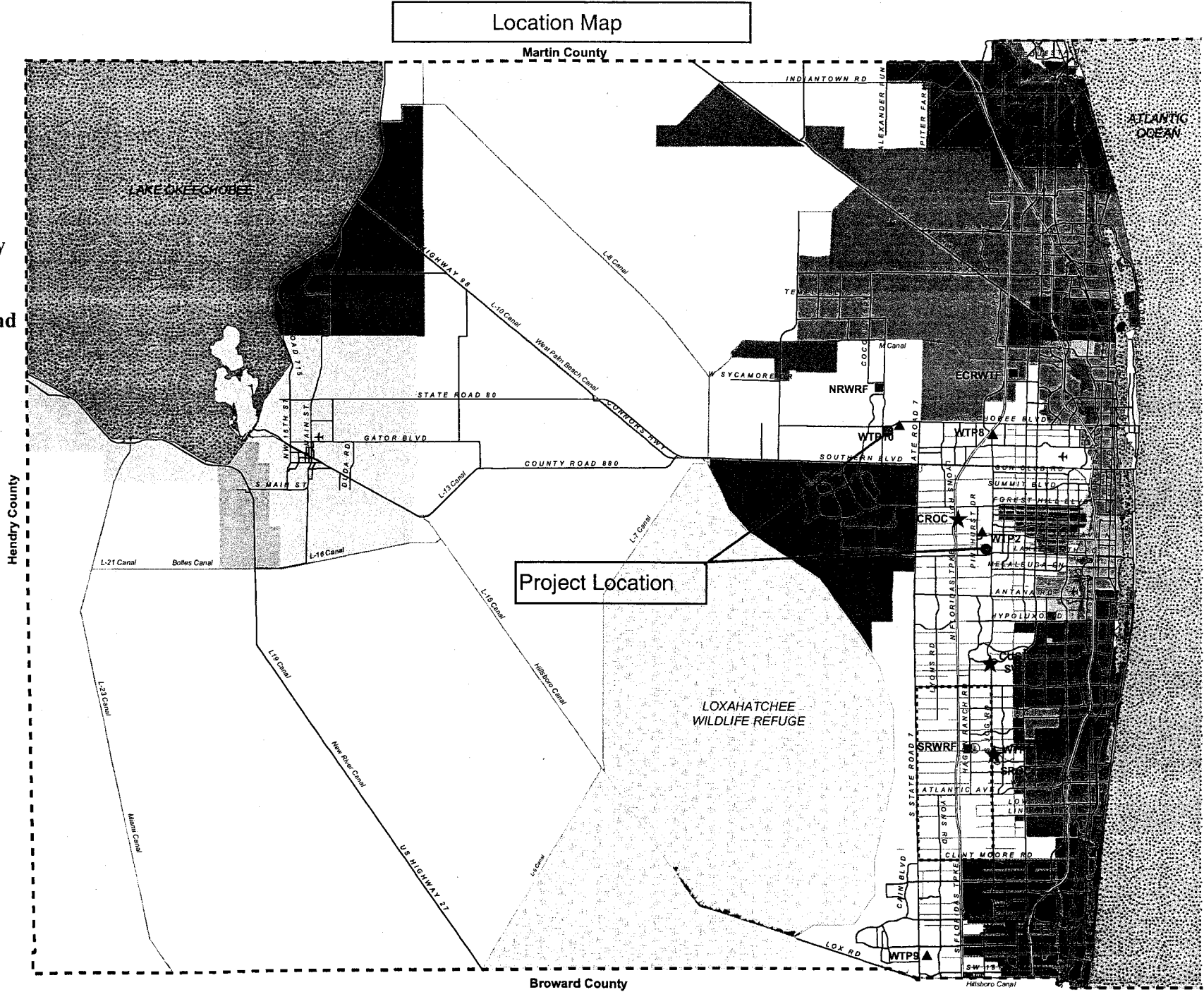


Palm Beach County
Water Utilities
Department
Service Area (SA) and
Major Facilities

Attachment 1

Legend

- P.B.C.W.U.D. SA
- Mandatory Reclaimed SA
- - - - - Palm Beach County Limits
- ★ Administration
- Water Reclamation Facility
- ▲ Water Treatment Facility
- ⊙ Wetlands



**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA**

**Continual Contract for Reconstruction
of Wastewater Gravity Lines**

PROJECT NO.: WUD 07-032

**CONTRACT DOCUMENTS
BIDDING REQUIREMENTS, CONTRACT FORMS,
CONDITIONS OF THE CONTRACT, AND
TECHNICAL SPECIFICATIONS**

**Palm Beach County Water Utilities Department
P.O. Box 16097
West Palm Beach, FL 33416-6097**

**8100 Forest Hill Boulevard
West Palm Beach, FL 33413**

FAX: (561) 493-6113

E-Mail Address: dscarlatos@pbcwater.com

CONTRACT

THIS CONTRACT, made and entered into February 6, 2007, between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Miller Pipeline Corporation, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

That the said Contractor having been awarded the contract for the:

CONTINUAL CONTRACT FOR RECONSTRUCTION OF WASTEWATER GRAVITY LINES

WUD 07-032

in accordance with the Contractor's Agreement with City of North Miami Beach, dated July 22 and numbered 2003, the terms of which are hereby incorporated by reference and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the Contractor and the County, the Contractor hereby covenants and agrees to and with the County to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, within the time frame specified in this Contract. All references to City of North Miami Beach shall be construed as references to Palm Beach County.

Contractor agrees to accept as full compensation for the satisfactory performance of this Contract the sum of Five hundred thousand and 00/100 (\$ 500,000). The prices named in the Contract are for the completed work and all expense, direct or indirect, connected with the proper execution of the work and of maintaining the same until it is accepted by the Board of County Commissioners. It is understood that the Contractor holds and will maintain current appropriate certification and/or license for the purpose of performing the specified work pursuant to this Contract. The time limit for the Substantial Completion of all work under this contract shall be 270 calendar days. The date fixing the beginning of this

period upon the calendar shall be established and stated in the Notice to Proceed.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Contract on behalf of the said County and caused the seal of the said County to be affixed hereto, and the Contractor has hereunto set his hand and seal the day and year written. The Contractor represents that it is authorized to execute this contract on behalf of itself and its Surety.

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____ *AGH*
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

"CONTRACTOR"

Assistant County Attorney

By: MILLER PIPELINE CORPORATION
(Corporate Name)

Shelley Rardon
(witness signature)

a Indiana corporation
(insert state of corporation)

Shelley Rardon
(witness name printed)

By: *Mark R. Wallbom*
(signatory)

Emy L. Belich
(witness signature)

Mark R. Wallbom
(print signatory's name)

Emy L. Belich
(witness name printed)

It's Senior Vice President
(print title)

APPROVED AS TO TERMS
AND CONDITIONS

January 5, 2007, 2007
(date of execution)

By: *Bong B. B. B.*
Department Director

(Corporate Seal)

Action by Written Consent
of the Board of Directors of
Miller Pipeline Corporation
Effective May 9, 2006

The undersigned, being all of the members of the Board of Directors (the "Board") of Miller Pipeline Corporation, an Indiana corporation (the "Company"), acting by unanimous consent and without a meeting and pursuant to Section 23-1-34-2 of the Indiana Code, hereby waive notice of a meeting of the Board as may be required by law and/or the Company's by-laws and adopt the resolutions as set forth hereinbelow, taking or authorizing the actions specified therein.

NOW, THEREFORE, BE IT RESOLVED That the persons whose names are set forth below be and they are hereby duly appointed to the offices in the Corporation set forth below opposite their names, to serve at the pleasure of the Board until its next annual organizational meeting, and until their respective successors shall be duly appointed and shall qualify, or until any such person's earlier resignation or removal from office.

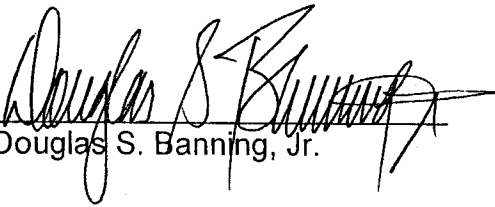
Dale R. Miller	Chairman
Douglas S. Banning, Jr.....	Chief Executive Officer and Chief Financial Officer
Kevin G. Miller	President and Chief Operating Officer
Mark R. Wallbom.....	Senior Vice President
Nina A. Mann.....	Secretary and Treasurer

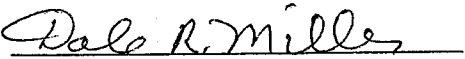
RESOLVED FURTHER, the Board hereby adopts the forms of any such resolutions that may be required to effect any of the foregoing resolutions.

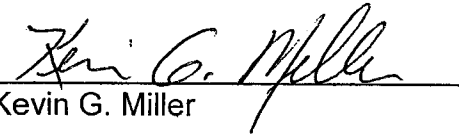
General

RESOLVED That any persons hereinabove duly appointed and/or the Board and proper officers of the Corporation be and they are hereby authorized and directed to take or cause to be taken all such further actions, to execute and deliver, or cause to be executed and delivered, all such further agreements, instruments and documents and to incur and pay or cause to be paid all such fees and expenses in the name and on behalf of the Corporation as in their judgment shall be necessary or advisable in order to carry out fully the intent and purposes of the foregoing resolutions.

RESOLVED FURTHER That all actions heretofore taken in the name and on behalf of the Corporation by any persons herein above duly appointed by the Board be and the same are hereby approved, ratified, confirmed and adopted in all respects as the actions of the Corporation.


Douglas S. Banning, Jr.


Dale R. Miller


Kevin G. Miller

PRODUCER MJ Insurance, Inc. PO Box 50435 Indianapolis, IN 46250-0435 805-7500		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Miller Pipeline Corporation 8850 Crawfordsville Road Indianapolis, IN 46234-1559		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Zurich American Insurance Co.	16535
		INSURER B: AEGIS Insurance Services	25003
		INSURER C: Great American Insurance Co.	16691
		INSURER D:	
		INSURER E:	

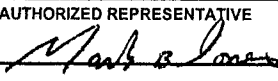
COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A			GENERAL LIABILITY	GLO347303104	04/01/06	04/01/07	EACH OCCURRENCE	\$1,000,000	
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$10,000	
		<input checked="" type="checkbox"/> BI/PD DED 50000					PERSONAL & ADV INJURY	\$1,000,000	
		<input checked="" type="checkbox"/> CNTRCTL & XCU					GENERAL AGGREGATE	\$2,000,000	
		GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$2,000,000
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC							
A A			AUTOMOBILE LIABILITY	BAP347303204 TAP347303304-TX HIRED CAR PD DEDUCTIBLES \$1,000 COMP \$1,000 COLL	04/01/06 04/01/06	04/01/07 04/01/07	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
		<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$	
		<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident)	\$	
		<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
		<input checked="" type="checkbox"/> HIRED AUTOS							
		<input checked="" type="checkbox"/> NON-OWNED AUTOS							
		<input checked="" type="checkbox"/> \$200,000 LIAB							
	<input type="checkbox"/> DED/BOTH POLS								
			GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
			<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$	
			<input type="checkbox"/>				AGG	\$	
B			EXCESS/UMBRELLA LIABILITY	X0905A1A06	04/01/06	04/01/07	EACH OCCURRENCE	\$5,000,000	
		<input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE	AGGREGATE				\$5,000,000		
		<input type="checkbox"/>					\$		
		<input type="checkbox"/> DEDUCTIBLE					\$		
		<input checked="" type="checkbox"/> RETENTION \$ 200,000					\$		
							\$		
							\$		
A A N			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC347303004-MA WC347302903** **OTHER STATES INS. EXCEPT ND,OH,WA,WY	04/01/06 04/01/06	04/01/07 04/01/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER		
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	E.L. EACH ACCIDENT				\$1,000,000		
		If yes, describe under SPECIAL PROVISIONS below	E.L. DISEASE - EA EMPLOYEE				\$1,000,000		
			E.L. DISEASE - POLICY LIMIT				\$1,000,000		
C			OTHER INSTALLATION	MAC135971004	04/01/06	04/01/07	\$1,000,000 LIMIT		
		FLOATER	\$5,000 DEDUCTIBLE						
		OWNED EQUIPMENT	\$23,207,876 LIMIT						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

***EXCEPT 10 DAYS WRITTEN NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM**

Re: Wastewater Gravity Lines Reconstruction. The Certificate Holder is included as Additional Insured on General Liability (UGL1175ACW 09/03) and Auto Liability as required by written, signed contract or as stated within the Additional Insured form.

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County 8100 Forest Hill Blvd West Palm Beach, FL 33413	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30*</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE 

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



ZURICH

Additional Insured – Automatic - Owners, Lessees Or
Contractors - Broad Form

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem.	Return Prem.
					\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

A. WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.

B. The insurance provided to additional insureds 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 Coverage B, PERSONAL AND ADVERTISING INJURY LIABILITY, but only if:

1. The "bodily injury" or "property damage" results from your negligence; and
2. The "bodily injury", "property damage" or "personal and advertising injury" results directly from:
 - a. Your ongoing operations; or
 - b. "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured, which is the subject of the written contract or written agreement.

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:

1. "Bodily injury", "property damage" or "personal and advertising injury" that results solely from negligence of the additional insured; or

2. "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:

- The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- Supervisory, inspection, architectural or engineering activities.

E. The additional insured must see to it that:

- We are notified as soon as practicable of an "occurrence" or offense that may result in a claim:
- We receive written notice of a claim or "suit" as soon as practicable; and
- 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 also has rights as an insured or additional insured.

F. The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance available to any additional insured person or organization unless the other insurance is provided by a contractor other than you for the same operations and job location. Then we will share with that other insurance by the method described in paragraph 4.c. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.

PUBLIC CONSTRUCTION BOND

BOND NUMBER: 104820688

BOND AMOUNT: \$500,000.00

CONTRACT AMOUNT: \$500,000.00

CONTRACTOR'S NAME: Miller Pipeline Corporation

CONTRACTOR'S ADDRESS: 8850 Crawfordsville Rd.
Indianapolis, IN 46234

CONTRACTOR'S PHONE: 317/293-0278

SURETY COMPANY: Travelers Casualty and Surety Company of America

SURETY'S ADDRESS: 1 Tower Square, 5PB
Hartford, CT 06183

OWNER'S NAME: PALM BEACH COUNTY

OWNER'S ADDRESS: 8100 Forest Hill Boulevard
P. O. Box 16097
West Palm Beach, FL 33413

OWNER'S PHONE: (561) 493-6000

DESCRIPTION OF WORK: Provide for the rehabilitation of wastewater gravity pipelines utilizing the fold-and-form lining method including cleaning televising, root removal, joint seals and point repairs as required.

PROJECT LOCATION: Royal Palm Beach & Lake Worth

LEGAL DESCRIPTION: Continual Contract for Reconstruction of Wastewater
Gravity Lines - Project No. WUD 07-032

PUBLIC CONSTRUCTION BOND

This Bond is issued simultaneously with a Performance Bond in favor of the County conditioned on the full and faithful performance of the Contract

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto
Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, Florida 33401

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of

Dollars \$ 500,000.00
(Insert a sum equal to Contract Price)

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated February 6, 2007, entered into a contract with the County for

Project Name: Continual Contract For Reconstruction of Wastewater Gravity Lines
Project No.: WUD 07-032

Project Description: Provide for the rehabilitation of wastewater gravity pipelines utilizing the fold-and-form lining method including cleaning televising, root removal, joint seals and point repairs as required.

Project Location: Royal Palm Beach & Lake Worth

in accordance with Drawings and/or Specifications prepared by or on the behalf of

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated February 6, 2007, between Principal and County for construction of Reconstruction of Wastewater Gravity Lines, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.01(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.

6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverage's and limitations of this instrument.

8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.03, Florida Statutes.

9. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County and not elsewhere.

Erny B. Belice
Witness

Miller Pipeline Corporation
Principal (Seal)

Mark E. Walloom
Title Mark E. Walloom, Sr. Vice President

Dennis M. Lomax
Witness

Travelers Casualty and Surety Company of America
Surety (Seal)

Countersigned

By: [Signature]
Florida Resident Agent

[Signature]
Title Attorney-in-Fact

END OF SECTION



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 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. 217791

Certificate No. 001208309

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, 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

A. L. Stanchina, C. David Thomas, Janet Canterbury, Richard L. Higginbotham, Bunnie Marie Perrine, Jeffery O'Dell, and Robin Hubbard-Sherrod

of the City of Charleston, State of West Virginia, 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 25th day of September, 2006.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 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 25th day of September, 2006, 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., Seaboard Surety Company, 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

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., Seaboard Surety Company, 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., Seaboard Surety Company, 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.

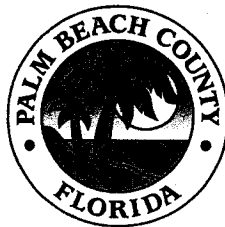
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of February, 2007.

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


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.stpaultravelersbond.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.



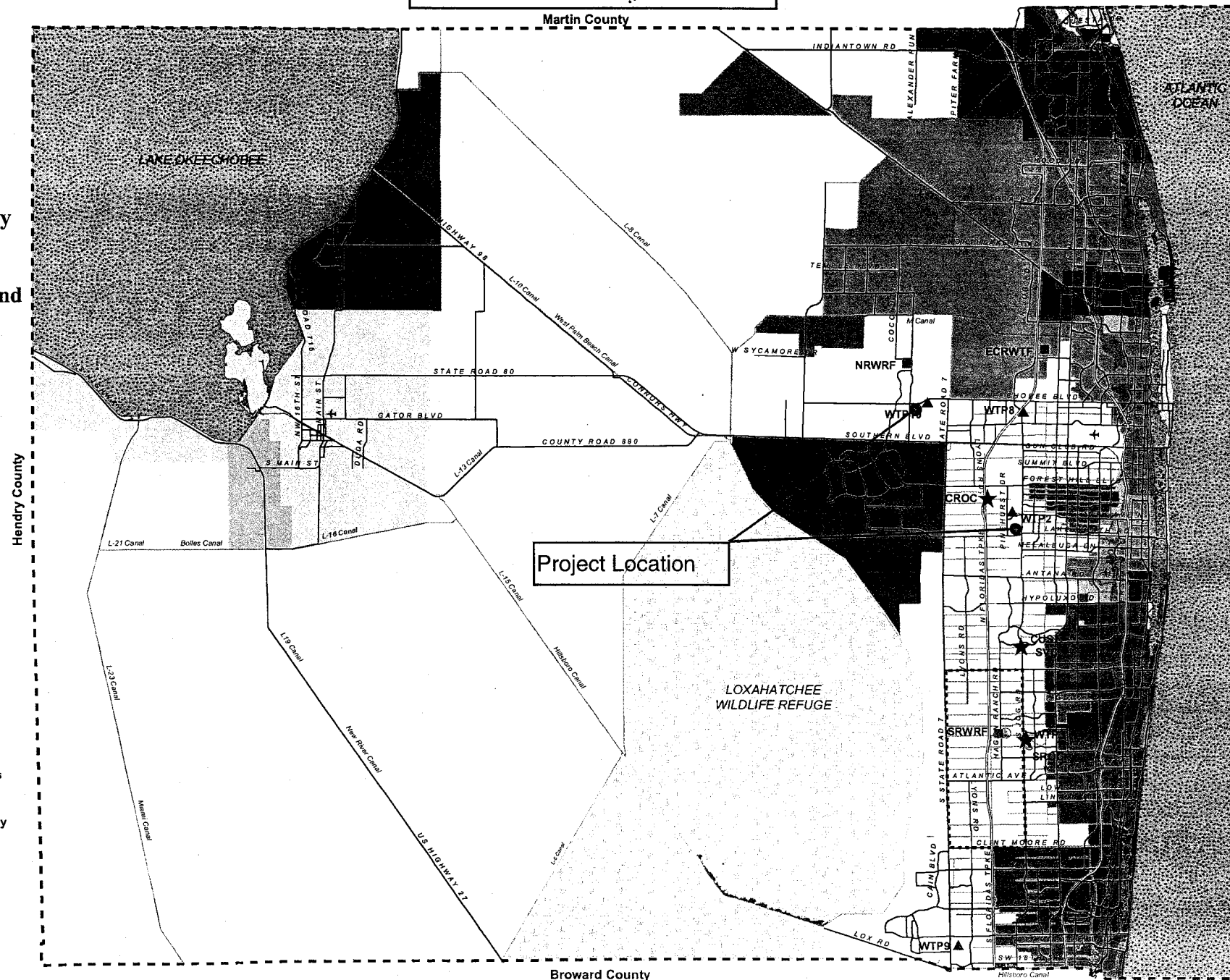
**Palm Beach County
Water Utilities
Department
Service Area (SA) and
Major Facilities**

Legend

- P.B.C.W.U.D. SA
- Mandatory Reclaimed SA
- - - - - Palm Beach County Limits
- ★ Administration
- Water Reclamation Facility
- ▲ Water Treatment Facility
- ⊙ Wetlands



Location Map



City of North Miami Beach



Sewer Collection System Rehabilitation

Project No. 2002-14

City of North Miami Beach Contacts



City of North Miami Beach Purchasing Division

Kelvin Baker – Director of Public Services
17011 N.E. 19th Avenue
North Miami Beach, Florida 33162-1300
(305) 948-2946
(305) 948-2985
Fax (305) 957-3522
<http://ci.north-miami-beach.fl.us>

City of North Miami Beach Public Utilities

William Rothman – Waste Water Division Manager
17820 N.W. 29th Court
Miami, Florida 33156
(305) 624-1177
Fax (305) 620-3920
<http://ci.north-miami-beach.fl.us>



City of North Miami Beach, Florida

PURCHASING DIVISION

June 21, 2006

Mr. Mark Wallbom
Miller Pipeline Corporation
8850 Crawfordsville Road
Indianapolis, IN 46234

Re: Bid #2002-14 Sewer Collection System Rehabilitation Program

Dear Mr. Wallbom:

This will confirm our agreement to extend through July 22, 2007 our contract for the Sewer Collection System Rehabilitation Program. All prices, terms, and conditions of the original agreement dated July 22, 2003 shall remain in full force and effect.


Please sign this letter below, acknowledging agreement to this extension, and return it for our City Manager's signature. A copy of the signed letter shall be sent to you for your records.

Also, please submit your company's current insurance certificates for General Liability, Workers' Compensation and Automobile Liability. The City of North Miami Beach must be named as additional insured for the General Liability coverage.

Sincerely,


Shannon Graham
City Buyer


KEVEN KLOPP
CITY MANAGER


~~PRESIDENT~~ (SIGNATURE) Senior Vice President
Miller Pipeline Corporation

Mark R. Wallbom
~~PRESIDENT~~ (PRINTED NAME) Senior Vice President
Miller Pipeline Corporation

September 26, 2006
DATE

AGREEMENT

THIS AGREEMENT is dated as of the 17 day of July in the year 2003 by and between the City of North Miami Beach, a Florida Municipal Corporation (hereinafter called CITY) and Miller Pipeline Corporation (hereinafter called CONTRACTOR).

WHEREAS the CITY has awarded Bid #2002-14 for the Sewer Collection System Rehabilitation Program to CONTRACTOR.

In consideration of the mutual covenants hereinafter set forth, CITY and CONTRACTOR agree as follows:

1. The CONTRACTOR agrees to provide the materials and/or services and to be bound by the terms and conditions of the Invitation to Bid, which includes General Terms and Conditions of the Invitation to Bid, Specifications, and Bid Forms attached thereto and incorporated herein as Exhibit "A" and to the terms of CONTRACTOR'S PROPOSAL attached hereto and incorporated herein as Exhibit "B".
2. The CITY agrees to abide by and be bound by the terms of the Invitation to Bid, which includes General Terms and Conditions of the Invitation to Bid, Specifications, and Bid Forms attached thereto and incorporated herein as Exhibit "A" and to the terms of CONTRACTOR'S PROPOSAL attached hereto and incorporated herein as Exhibit "B".
3. CONTRACTOR shall deliver materials and/or provide services when and as directed by the CITY.
4. The CITY agrees to make payment in accordance with the terms of the attached Invitation to Bid and Bid Forms attached hereto and incorporated herein as Exhibit "A" and to the terms of CONTRACTOR'S PROPOSAL attached hereto and incorporated herein as Exhibit "B".
5. This Agreement constitutes the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.
6. This Agreement will commence on JULY 22nd, 2003 and expire on JULY 21st, 2005 unless otherwise notified by the OWNER. Any extension to this Agreement shall be in writing. The City Manager is authorized to terminate this agreement on behalf of the City.
7. ~~CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.~~
8. CONTRACTOR has given the CITY written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by CITY is acceptable to CONTRACTOR.
9. The Contract Documents which comprise the entire agreement between CITY and CONTRACTOR concerning the Work consist of the following:

A. This Agreement (pages 1 to 3, inclusive).

- B. Performance and other Bonds.
- C. General Conditions pages 1 to 42.
- D. Supplementary Conditions pages 1 to 3, inclusive.
- E. Specifications bearing the title "Sewer Collection System Rehabilitation"
- F. Addenda numbers ____ to ____ inclusive. (N/A)
- G. CONTRACTOR's Bid (pages BP1 to BP 16, inclusive).
- H. Documentation submitted by CONTRACTOR prior to award (pages 1 to 69, inclusive).
- I. 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 paragraphs 3.04 of the General Conditions.
- J. The documents listed in paragraphs 9.B et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 9. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 of the General Conditions.

- 10. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 11. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 12. CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 13. CONTRACTOR agrees to indemnify and hold the CITY harmless from any and all claims, suits, actions, damages, causes of action, or attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or services supplied.
- 14. CONTRACTOR agrees to indemnify and hold the CITY harmless from any and all claims, suits, actions, damages, causes of action, or attorney's fees, arising from any personal

injury, loss of life, or damage to person or property sustained by reason of, or as a result of the negligence of the Contractor/supplier, his employees, agents, or assigns.

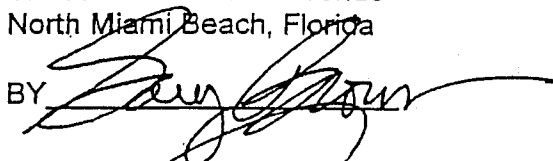
IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Contract Documents have been designed or identified by CITY and CONTRACTOR or by an agent on their behalf.

This Agreement will be effective on JULY 22nd, 2003.

CITY:

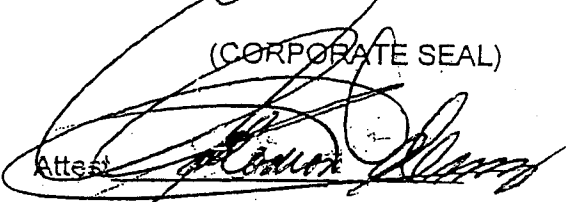
City of North Miami Beach
17011 Northeast 19 Avenue
North Miami Beach, Florida

BY



(CORPORATE SEAL)

Attest



Address for giving notices

17011 Northeast 19th Avenue

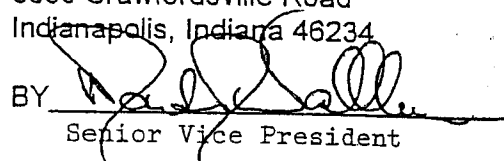
North Miami Beach, Florida 33162

Attach evidence of authority to sign
and resolution or other document
authorizing execution of Agreement.

CONTRACTOR:

Miller Pipeline Corporation
8850 Crawfordsville Road
Indianapolis, Indiana 46234

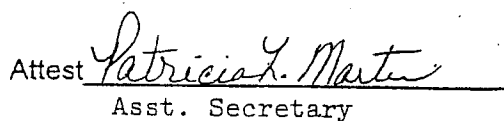
BY



Senior Vice President

(CORPORATE SEAL)

Attest



Asst. Secretary

Address for giving notices

P.O. Box 34141

Indianapolis, IN 46234

License No. CUC057049

Agent for service of process:

(If CONTRACTOR is a corporation,
attach evidence of authority to sign)

APPROVED AS TO FORM:



CITY ATTORNEY

City of North Miami Beach
Sewer Rehabilitation

AG-3

BID PROPOSAL

PROPOSAL TO: PURCHASING AGENT
CITY OF NORTH MIAMI BEACH
17011 N.E. 19th Avenue
North Miami Beach, Florida 33162

The undersigned Bidder hereby proposes to furnish all labor, material, equipment, tools and services necessary to perform all work required under the bidding Schedule of Owner's Agreement Documents entitled, "Sewer Collection System Rehabilitation", in accordance with the intent of the Agreement Documents, including the Specifications and all Addenda issued by said Owner prior to opening of Bid Proposals.

Bidder agrees that, within ten (10) calendar days after receipt of the Agreement from Owner, he will execute the Agreement in required form, of which Notice Inviting Bids, Instructions to Bidders, Proposal, Information Required of Bidder, Specifications, and all Addenda issued by Owner prior to the opening of Proposal are a part, and will secure the required insurance and bonds and furnish the required insurance certificates; and that upon failure to do so within said time, then the proposal guarantee furnished will be forfeited to Owner as liquidated damages for such failure; provided that if Bidder shall execute and contract, secure required insurance and bonds, and furnish required insurance certificates within said time, his check, if furnished, will be returned to him within 5 days thereafter, or bid bond, if furnished, will become void.

If the undersigned Bidder is awarded a construction Agreement on this Proposal, the Surety who will provide the Public Construction Payment and Performance Bond will be:

St. Paul Fire and Marine Insurance Company

whose address is 5801 Smith Avenue

State Baltimore, MD

Zip Code 21209

Said undersigned Bidder further agrees to complete all work required under the Agreement within the number of calendar days stated in the summary of the work after receiving a Notice to Proceed, and to accept in full payment therefore the price(s) named in the above-mentioned Bid Form.

Dated: September 3, 2002

Miller Pipeline Corporation

(Bidder)



(Signature)

Senior Vice President

(Title)

BID PROPOSAL

Since the process of system inspection is ongoing, all item quantities are estimated based on previous experience. No minimum quantities can be provided at this time, and no guarantee is made that the quantities estimated herein are an accurate representation of the work that will eventually be assigned under this contract.

<u>Miller Pipeline Corporation</u> Name of Bidder dba Griner's Pipeline Serv.					 Signature of Bidder	
Item No.	Description	Estimated Quantity	Unit Price Bld (in both words and figures)	Total Figure		
1a	Cleaning and television inspection (6-inch piping)	3,000 LF	One _____ dollars and <u>Thirty</u> _____ cents (\$ <u>1.30</u>)	\$ <u>3,900.00</u>		
1b	Cleaning and television inspection (8-inch piping)	60,000 LF	One _____ dollars and <u>No</u> _____ cents (\$ <u>1.00</u>)	\$ <u>60,000.00</u>		
1c	Cleaning and television inspection (10-inch piping)	15,000 LF	One _____ dollars and <u>Thirty</u> _____ cents (\$ <u>1.30</u>)	\$ <u>19,500.00</u>		
1d	Cleaning and television inspection (12-inch piping)	10,000 LF	One _____ dollars and <u>Fifty</u> _____ cents (\$ <u>1.50</u>)	\$ <u>15,000.00</u>		
1e	Cleaning and television inspection (16-inch piping)	3,000 LF	Two _____ dollars and <u>No</u> _____ cents (\$ <u>2.00</u>)	\$ <u>6,000.00</u>		
1f	Cleaning and television inspection (18-inch piping)	3,000 LF	Four _____ dollars and <u>Fifty</u> _____ cents (\$ <u>4.50</u>)	\$ <u>13,500.00</u>		

Miller Pipeline Corporation dba Griner's
Name of Bidder Pipeline Service

Signature of Bidder

Item No.	Description	Estimated Quantity	Unit Price Bid (in both words and figures)	Total Figure
1g	Cleaning and television inspection (24-inch piping)	3,000 LF	<u>Six</u> dollars and <u>No</u> cents (\$ <u>6.00</u>)	\$ <u>18,000.00</u>
2a	Mechanical root removal (6-inch piping)	3,000 LF	<u>Two</u> dollars and <u>Ten</u> cents (\$ <u>2.10</u>)	\$ <u>6,300.00</u>
2b	Mechanical root removal (8-inch piping)	6,000 LF	<u>Two</u> dollars and <u>Eighty</u> cents (\$ <u>2.80</u>)	\$ <u>16,800.00</u>
2c	Mechanical root removal (10-inch piping)	3,000 LF	<u>Three</u> dollars and <u>Fifty</u> cents (\$ <u>3.50</u>)	\$ <u>10,500.00</u>
2d	Mechanical root removal (12-inch piping)	900 LF	<u>Four</u> dollars and <u>Twenty</u> cents (\$ <u>4.20</u>)	\$ <u>3,780.00</u>
2e	Mechanical root removal (16-inch piping)	900 LF	<u>Five</u> dollars and <u>Sixty</u> cents (\$ <u>5.60</u>)	\$ <u>5,040.00</u>
2f	Mechanical root removal (18-inch piping)	900 LF	<u>Six</u> dollars and <u>Thirty</u> cents (\$ <u>6.30</u>)	\$ <u>5,670.00</u>
2g	Mechanical root removal (24-inch piping)	900 LF	<u>Eight</u> dollars and <u>Forty</u> cents (\$ <u>8.40</u>)	\$ <u>7,560.00</u>

Miller Pipeline Corporation dba Griner's
Name of Bidder Pipeline Service

Signature of Bidder

Item No.	Description	Estimated Quantity	Unit Price Bid (in both words and figures)	Total Figure
3a	Chemical root treatment (6-inch piping)	3,000 LF	No _____ dollars and Ninety _____ cents (\$.90)	\$ 2,700.00
3b	Chemical root treatment (8-inch piping)	10,000 LF	One _____ dollars and Twenty _____ cents (\$ 1.20)	\$ 12,000.00
3c	Chemical root treatment (10-inch piping)	3,000 LF	One _____ dollars and Fifty _____ cents (\$ 1.50)	\$ 4,500.00
3d	Chemical root treatment (12-inch piping)	900 LF	One _____ dollars and Eighty _____ cents (\$ 1.80)	\$ 1,620.00
3e	Chemical root treatment (16-inch piping)	900 LF	Two _____ dollars and Forty _____ cents (\$ 2.40)	\$ 2,160.00
3f	Chemical root treatment (18-inch piping)	900 LF	Two _____ dollars and Seventy _____ cents (\$ 2.70)	\$ 2,430.00
3g	Chemical root treatment (24-inch piping)	900 LF	Three _____ dollars and Sixty _____ cents (\$ 3.60)	\$ 3,240.00
4a	Pressure test joint (6-inch piping)	500 EA	Seven _____ dollars and Fifty _____ cents (\$ 7.50)	\$ 3,750.00

Miller Pipeline Corporation dba Griner's

Name of Bidder

Pipeline Service

Signature of Bidder

Item No.	Description	Estimated Quantity	Unit Price Bid (in both words and figures)	Total Figure
4b	Pressure test joint (8-inch piping)	1,200 EA	<u>Eight</u> dollars and <u>Fifty</u> cents (\$8.50)	\$ <u>10,200.00</u>
4c	Pressure test joint (10-inch piping)	400 EA	<u>Ten</u> dollars and <u>Fifty</u> cents (\$10.50)	\$ <u>4,200.00</u>
4d	Pressure test joint (12-inch piping)	400 EA	<u>Fifteen</u> dollars and <u>Fifty</u> cents (\$15.50)	\$ <u>6,200.00</u>
4e	Pressure test joint (16-inch piping)	400 EA	<u>Sixteen</u> dollars and <u>No</u> cents (\$16.00)	\$ <u>6,400.00</u>
4f	Pressure test joint (18-inch piping)	100 EA	<u>Twenty-Two</u> dollars and <u>Fifty</u> cents (\$22.50)	\$ <u>2,250.00</u>
4g	Pressure test joint (24-inch piping)	100 EA	<u>Thirty</u> dollars and <u>Fifty</u> cents (\$30.50)	\$ <u>3,050.00</u>
5a	Chemically seal joint (6-inch piping)	150 EA	<u>Twenty-Two</u> dollars and <u>Fifty</u> cents (\$22.50)	\$ <u>3,375.00</u>
5b	Chemically seal joint (8-inch piping)	400 EA	<u>Thirty</u> dollars and <u>No</u> cents (\$30.00)	\$ <u>12,000.00</u>

Miller Pipeline Corporation dba Griner's
Name of Bidder Pipeline Service

Signature of Bidder

Item No.	Description	Estimated Quantity	Unit Price Bid (in both words and figures)	Total Figure
5c	Chemically seal joint (10-inch piping)	150 EA	<u>Thirty-Seven</u> dollars and <u>Fifty</u> cents (\$ <u>37.50</u>)	\$ <u>5,625.00</u>
5d	Chemically seal joint (12-inch piping)	150 EA	<u>Forty-Five</u> dollars and <u>No</u> cents (\$ <u>45.00</u>)	\$ <u>6,750.00</u>
5e	Chemically seal joint (16-inch piping)	150 EA	<u>Sixty</u> dollars and <u>No</u> cents (\$ <u>60.00</u>)	\$ <u>9,000.00</u>
5f	Chemically seal joint (18-inch piping)	30 EA	<u>Sixty-Seven</u> dollars and <u>Fifty</u> cents (\$ <u>67.50</u>)	\$ <u>2,025.00</u>
5g	Chemically seal joint (24-inch piping)	30 EA	<u>Ninety</u> dollars and <u>No</u> cents (\$ <u>90.00</u>)	\$ <u>2,700.00</u>
6	Chemically seal pipe defect by external injection	20 EA	<u>Seven Hundred Fifty</u> dollars and <u>No</u> cents (\$ <u>750.00</u>)	\$ <u>15,000.00</u>
7	Chemically seal manhole defect by internal injection	20 EA	<u>Two Hundred Fifty</u> dollars and <u>No</u> cents (\$ <u>250.00</u>)	\$ <u>5,000.00</u>
8	Chemically seal manhole defect by external injection	10 EA	<u>Seven Hundred Fifty</u> dollars and <u>No</u> cents (\$ <u>750.00</u>)	\$ <u>7,500.00</u>

Miller Pipeline Corporation dba Griner's

Name of Bidder

Pipeline Service

Signature of Bidder

Item No.	Description	Estimated Quantity	Unit Price Bid (in both words and figures)	Total Figure
9a	Removal of protruding service connections (in 8-inch to 12-inch piping)	100 EA	<u>Three Hundred</u> dollars and <u>No</u> cents (\$ <u>300.00</u>)	\$ <u>30,000.00</u>
9b	Removal of protruding service connections (in 16-inch to 24-inch piping)	50 EA	<u>Four Hundred Fifty</u> dollars and <u>No</u> cents (\$ <u>450.00</u>)	\$ <u>22,500.00</u>
10a	Furnish and install PVC liner (6-inch piping)	3,000 LF	<u>Thirty</u> dollars and <u>No</u> cents (\$ <u>30.00</u>)	\$ <u>90,000.00</u>
10b	Furnish and install PVC liner (8-inch piping)	20,000 LF	<u>Twenty-Nine</u> dollars and <u>No</u> cents (\$ <u>29.00</u>)	\$ <u>580,000.00</u>
10c	Furnish and install PVC liner (10-inch piping)	3,000 LF	<u>Thirty-Two</u> dollars and <u>No</u> cents (\$ <u>32.00</u>)	\$ <u>96,000.00</u>
10d	Furnish and install PVC liner (12-inch piping)	3,000 LF	<u>Thirty-Six</u> dollars and <u>No</u> cents (\$ <u>36.00</u>)	\$ <u>108,000.00</u>
11a	Furnish and install CIP liner (16-inch piping)	3,000 LF	<u>Fifty-Eight</u> dollars and <u>No</u> cents (\$ <u>58.00</u>)	\$ <u>174,000.00</u>
11b	Furnish and install CIP liner (18-inch piping)	3,000 LF	<u>Seventy-Eight</u> dollars and <u>No</u> cents (\$ <u>78.00</u>)	\$ <u>234,000.00</u>

Miller Pipeline Corporation dba Griner's

Name of Bidder

Pipeline Service

Signature of Bidder

Item No.	Description	Estimated Quantity	Unit Price Bid (in both words and figures)	Total Figure
11c	Furnish and install CIP liner (24-inch piping)	3,000 LF	<u>Ninety-Six</u> dollars and <u>No</u> cents (\$ <u>96.00</u>)	\$ <u>288,000.00</u>
12	Internal reinstatement and grouting of service connections	400 EA	<u>One Hundred Seventy-Five</u> dollars and <u>No</u> cents (\$ <u>175.00</u>)	\$ <u>70,000.00</u>
13a	Furnish and install 10-foot-long sectional liner (6-inch piping)	15 EA	<u>One Thousand Five Hundred</u> dollars and <u>No</u> cents (\$ <u>1,500.00</u>)	\$ <u>22,500.00</u>
13b	Furnish and install 10-foot-long sectional liner (8-inch piping)	10 EA	<u>Two Thousand Two Hundred</u> dollars and <u>No</u> cents (\$ <u>2,200.00</u>)	\$ <u>22,000.00</u>
13c	Furnish and install 10-foot-long sectional liner (10-inch piping)	5 EA	<u>Two Thousand Four Hundred</u> dollars and <u>No</u> cents (\$ <u>2,400.00</u>)	\$ <u>12,000.00</u>
13d	Furnish and install 10-foot-long sectional liner (12-inch piping)	5 EA	<u>Two Thousand Six Hundred</u> dollars and <u>No</u> cents (\$ <u>2,600.00</u>)	\$ <u>13,000.00</u>
13e	Furnish and install 10-foot-long sectional liner (16-inch piping)	5 EA	<u>Three Thousand</u> dollars and <u>No</u> cents (\$ <u>3,000.00</u>)	\$ <u>15,000.00</u>
13f	Furnish and install 10-foot-long sectional liner (18-inch piping)	5 EA	<u>Three Thousand Nine Hundred</u> dollars and <u>No</u> cents (\$ <u>3,900.00</u>)	\$ <u>19,500.00</u>

Miller Pipeline Corporation dba Griner's

Name of Bidder

Pipeline Service

Signature of Bidder

Item No.	Description	Estimated Quantity	Unit Price Bid (in both words and figures)	Total Figure
13g	Furnish and install 10-foot-long sectional liner (24-inch piping)	5 EA	Five Thousand dollars and No cents (\$ 5,000.00)	\$ 25,000.00
14a	Point repair up to 10 feet in length, up to 6 feet below land surface (8-inch to 12-inch piping)	3 EA	Thirteen Thousand dollars Five Hundred and No cents (\$ 13,500.00)	\$ 40,500.00
14b	Point repair up to 10 feet in length, up to 6 feet below land surface (16-inch to 24-inch piping)	3 EA	Fourteen Thousand dollars Five Hundred and No cents (\$ 14,500.00)	\$ 43,500.00
15a	Point repair up to 10 feet in length, more than 6 feet below land surface (8-inch to 12-inch piping)	10 EA	Twenty Thousand dollars and No cents (\$ 20,000.00)	\$ 200,000.00
15b	Point repair up to 10 feet in length, more than 6 feet below land surface (16-inch to 24-inch piping)	5 EA	Twenty-One Thousand dollars and No cents (\$ 21,000.00)	\$ 105,000.00
16a	Point repair per linear foot in excess of 10 feet in length, up to 6 feet below land surface (8-inch to 12-inch piping)	40 LF	Two Hundred Fifty dollars and No cents (\$ 250.00)	\$ 10,000.00
16b	Point repair per linear foot in excess of 10 feet in length, up to 6 feet below land surface (16-inch to 24-inch piping)	40 LF	Three Hundred Fifty dollars and No cents (\$ 350.00)	\$ 14,000.00
17a	Point repair per linear foot in excess of 10 feet in length, more than 6 feet below land surface (8-inch to 12-inch piping)	40 LF	Three Hundred Fifty dollars and No cents (\$ 350.00)	\$ 14,000.00

Miller Pipeline Corporation dba Griner's

Name of Bidder

Pipeline Service

Signature of Bidder

Item No.	Description	Estimated Quantity	Unit Price Bid (in both words and figures)	Total Figure
17b	Point repair per linear foot in excess of 10 feet in length, more than 6 feet below land surface (16-inch to 24-inch piping)	40 LF	Four Hundred Fifty dollars and No cents (\$ 450.00)	\$ 18,000.00
18	Point repair under payement in high-traffic area	5 EA	Six Thousand dollars and No cents (\$ 6,000.00)	\$ 30,000.00
19a	Furnish and install lateral liner up to 25 feet in length (4-inch piping)	15 EA	Two Thousand Five Hundred dollars and No cents (\$ 2,500.00)	\$ 37,500.00
19b	Furnish and install lateral liner up to 25 feet in length (6-inch piping)	30 EA	Three Thousand dollars and No cents (\$ 3,000.00)	\$ 90,000.00
20a	Furnish and install lateral liner per linear foot in excess of 25 feet in length (4-inch piping)	40 LF	One Hundred dollars and No cents (\$ 100.00)	\$ 4,000.00
20b	Furnish and install lateral liner per linear foot in excess of 25 feet in length (6-inch piping)	40 LF	One Hundred Twenty-Five dollars and No cents (\$ 125.00)	\$ 5,000.00
21	Emergency mobilization	3 EA	One Thousand dollars and No cents (\$ 1,000.00)	\$ 3,000.00
TOTAL FOR ALL ITEMS			Two Million Seven Hundred Sixty-One Thousand dollars Two Hundred Twenty-Five cents and No cents (\$2,761,225.00)	\$ 2,761,225.00

Bidder further acknowledges the receipt of the following Addenda:

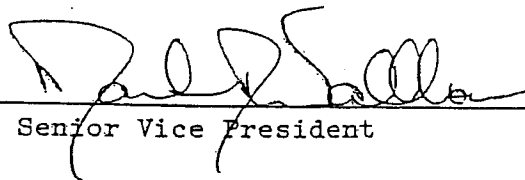
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Date

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AMOUNTS SHALL BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCIES, THE AMOUNT SHOWN IN WORDS SHALL GOVERN FOR EACH BID ITEM AND TOTAL BASE BID.

The Bidder further proposes and agrees to begin work with an adequate force and with sufficient equipment and facilities on the date stated in the written notice issued and served upon him by the City, and to complete the work included in this Proposal within the time stipulated by Article 3 of Agreement, including delivery time for materials and equipment.



Contractor's Signature

Senior Vice President

BID PROPOSAL LIST OF SUBCONTRACTORS

PROJECT:	Sewer Collection System Rehabilitation		
PROJECT NO.:	2002-14	BID OPENING DATE:	9/5/02
LOCATION:	North Miami Beach, FL		
CLIENT:	City of North Miami Beach		
CONTRACTOR:	Miller Pipeline Corporation dba Griner's Pipeline Service		

[illegible]

NAME OF PROJECT: CONTINUAL CONTRACT FOR RECONSTRUCTION OF WASTEWATER GRAVITY LINES

PROJECT NO.: WUD 07-032

TOTAL CONTRACT AMOUNT: \$500,000

CONTRACTOR: MILLER PIPELINE CORPORATION

WORK AUTHORIZATION NO.1 - ISSUED TBA											
LINING DATE	GROUT DATE	W.W. MAP PAGE	NAME OF DEVELOPMENT	STREET NAME	UPSTREAM MANHOLE NO.	DOWNSTREAM MANHOLE NO.	PIPE LENGTH (FT)	PIPE DIAMETER (IN)	DEPTH (FT)	NO. OF SERVICE CONNECTIONS	COST
		M19s	WILLOWS	SWAN PARKWAY E.	67	66	253.7	8"	2.9	2	
		M19s	WILLOWS	SWAN PARKWAY E.	66	65	352	8"	4	4	
		M19s	WILLOWS	SWAN PARKWAY E.	65	64	361.2	8"	5.5	4	
		M19s	WILLOWS	SWAN PARKWAY E.	64	63	351.9	8"	6.7	3	
		M19s	WILLOWS	SWAN PARKWAY E.	63	61	306.4	8"	6.7	1	
		M19s	WILLOWS	SWAN PARKWAY W.	69	68	99.9	8"	4.9	0	
		M19s	WILLOWS	SWAN PARKWAY W.	70	71	268.7	8"	4.9	3	
		M19s	WILLOWS	SWAN PARKWAY W.	71	72	272.9	8"	5.6	3	
		M19s	WILLOWS	SWAN PARKWAY W.	72	73	268	8"	6	3	
		M19s	WILLOWS	SWAN PARKWAY W.	74	63	267.1	8"	6.9	2	
		M19s	WILLOWS	SWAN PARKWAY W.	74	73	87.6	8"	6.9	1	
		M19s	WILLOWS	SWAN PARKWAY W.	69	70	80	8"	5	1	
		M19s	WILLOWS	SANDPIPER AVE.	28	29	333.6	8"	11.4	2	
		M19s	WILLOWS	SANDPIPER AVE.	29	32	306.3	8"	11	2	
		M19s	WILLOWS	SANDPIPER AVE.	41	46	313.1	8"	5.3	1	
		M19s	WILLOWS	SANDPIPER AVE.	46	47	391.4	8"	5.5	5	
		M19s	WILLOWS	SANDPIPER AVE.	47	48	404.6	8"	5.9	5	
		M19s	WILLOWS	SANDPIPER AVE.	49	50	184	8"	10	1	
		M19s	WILLOWS	SANDPIPER AVE.	48	49	403	8"	8.3	4	
		M19s	WILLOWS	SANDPIPER AVE.	34	33	380.6	8"	12.7	3	
		M19s	WILLOWS	SANDPIPER AVE.	33	W / W	84.5	8"	12.8	0	
		M19s	WILLOWS	SANDPIPER AVE.	61	62	258.7	8"	8.6	3	
		M19s	WILLOWS	SANDPIPER AVE.	60	61	178.2	8"	7	2	
		M19s	WILLOWS	SANDPIPER AVE.	55	57	344.5	8"	4.2	4	
		M19s	WILLOWS	SANDPIPER AVE.	59	58	160.2	8"	6.5	1	
		M19s	WILLOWS	SANDPIPER AVE.	59	60	119.4	8"	6.6	0	
		M19s	WILLOWS	SANDPIPER AVE.	51	34	393.9	8"	9.9	2	
		M19s	WILLOWS	SANDPIPER AVE.	32	33	188.5	8"	12.9	1	
		M19s	WILLOWS	SANDPIPER AVE.	62	28	247.7	8"	10.2	2	
		M19s	WILLOWS	SANDPIPER AVE.	50	51	273.2	8"	9.9	1	
		M19s	WILLOWS	SANDPIPER AVE.	54	55	342.5	8"	4	3	
		M19s	WILLOWS	ORIOLE CT.	44	45	303.9	8"	3.8	2	
		M19s	WILLOWS	ORIOLE CT.	45	46	301.1	8"	3.9	1	
		M19s	WILLOWS	MEADOWLARK DR.	38	37	405.6	8"	5.6	8	
		M19s	WILLOWS	MEADOWLARK DR.	37	36	402.2	8"	6.8	4	
		M19s	WILLOWS	MEADOWLARK DR.	38	39	403.4	8"	5.5	4	
		M19s	WILLOWS	MEADOWLARK DR.	36	35	400.4	8"	9.4	6	
		M19s	WILLOWS	MEADOWLARK DR.	35	51	164.7	8"	9.9	1	
		M19s	WILLOWS	MEADOWLARK DR.	41	40	281.1	8"	5.2	3	
		M19s	WILLOWS	MEADOWLARK DR.	43	42	333.3	8"	4	4	
		M19s	WILLOWS	MEADOWLARK DR.	42	41	333.3	8"	5	4	
		M19s	WILLOWS	PINTAIL CT.	31	32	269.8	8"	4.4	3	

