

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>\$600,000.00</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>\$600,000.00</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: Selma M West

III. REVIEW COMMENTS

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

Jan Dub 4/29/09
OFMB
2/4/08/09
JM 4/28
CM 4/21/09

Jan. J. Spawley 4/29/09
Contract Development and Control
EJone 4/29/09

B. Legal Sufficiency:
Margaret Lett for
John Mayo April 20
Assistant County Attorney

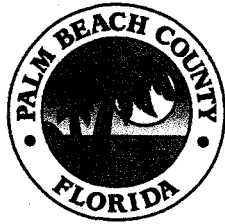
At the time of our review,
the terms & conditions of
the contract between
Miller Pipeline and the
City of North Miami
Beach was not
available for our review.

C. Other Department Review:

Department Director

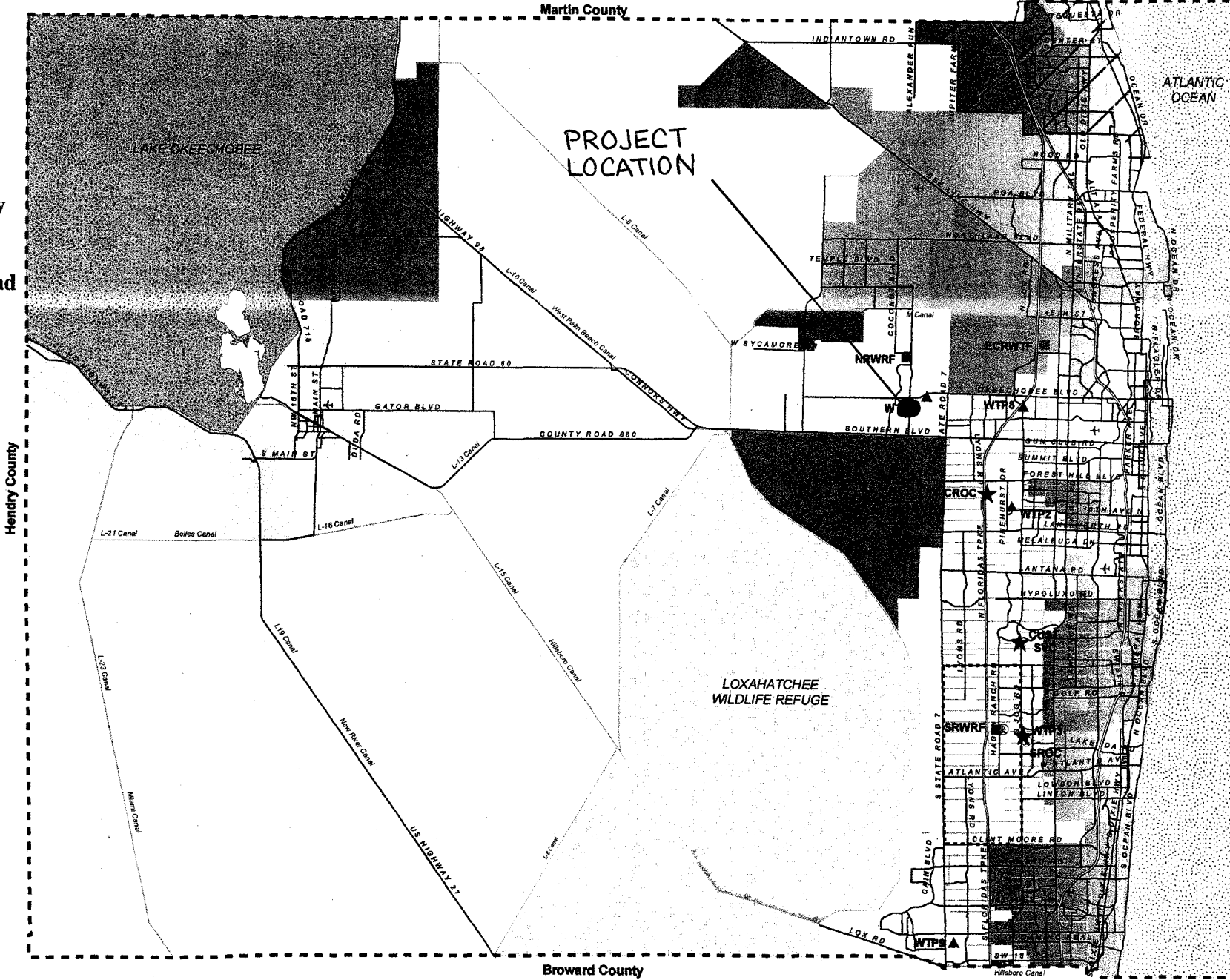
This summary is not to be used as a basis for payment.

LOCATION MAP



**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



NOT TO SCALE

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

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

PROJECT NO.: WUD 09-047

**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 May 5, 2009, 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 09-047

in accordance with the Contractor's Agreement with City of North Miami Beach, dated July 22, 2003 and numbered 2002-14, 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 not to exceed the sum of SIX HUNDRED THOUSAND DOLLARS & No/100 (\$600,000). Work authorizations for this project, including construction cost and schedule, will be issued by the Palm Beach County Water Utilities Department director or his designee. 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 365 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: _____
John F. Koons, Chairman

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

“CONTRACTOR”

M. Malone R. Caffery 4/30/09
Assistant County Attorney *for John Koons*

By: MILLER PIPELINE CORPORATION
(Corporate Name)

Beverly Ping
(witness signature)

a Indiana corporation
(insert state of corporation)

Beverly Ping
(witness name printed)

By: Kevin Miller
(signatory)

Emy Belich
(witness signature)

Kevin Miller
(print signatory's name)

Emy Belich
(witness name printed)

It's President
(print title)

APPROVED AS TO TERMS
AND CONDITIONS

March 28, 2009
(date of execution)

By: Beverly Beards
Department Director

(Corporate Seal)

**MILLER PIPELINE CORPORATION
UNANIMOUS WRITTEN CONSENT
OF THE DIRECTORS
IN LIEU OF THE ANNUAL MEETING**

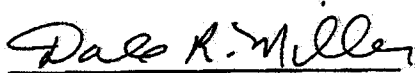
The undersigned, being the directors of Miller Pipeline Corporation., an Indiana corporation, under the provisions of Indiana Code §23-1-34-2, hereby adopt the following resolution by unanimous written consent, in lieu of the Annual Meeting.

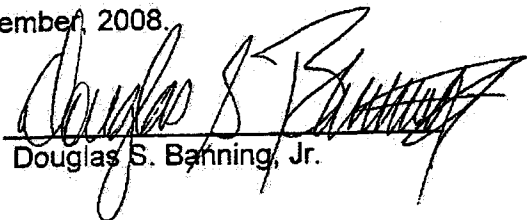
BE IT RESOLVED that the Board of Company elects the following persons to the offices in the Company set opposite their respective names, in each case, to serve until the next annual meeting of the Board or until their respective successors have been duly qualified and elected:

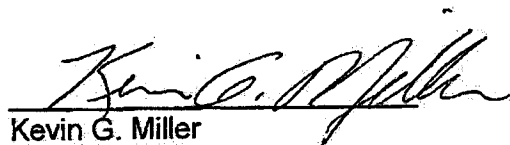
Chairman.....Dale R. Miller
Chief Executive Officer and Chief Financial Officer.....Douglas S. Banning, Jr.
President and Chief Operation Officer.....Kevin G. Miller
Secretary.....Ronald E. Christian
Asst. Secretary and Treasurer.....Nina A. Turner

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.

Effective as of 12:00 p.m. (E.S.T.) this 1st day of November, 2008.


Dale R. Miller


Douglas S. Banning, Jr.


Kevin G. Miller

PUBLIC CONSTRUCTION BOND

BOND NUMBER: 105230833

BOND AMOUNT: \$600,000.00

CONTRACT AMOUNT: \$600,000.00

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

LEGAL DESCRIPTION: WUD 09-047: Continual Contract for Reconstruction
Wastewater Gravity Lines

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 \$ 600,000.00
(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 May 5, 2009, entered into a contract with the County for

Project Name: Continual Contract For Reconstruction of Wastewater Gravity Lines
Project No.: WUD 09-047
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

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 May 5, 2009, 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.

Emily R. Becher
Witness

Miller Pipeline Corporation
Principal
By: Keri Miller (Seal)
President
Title

Dunnie M. Penne
Witness

Travelers Casualty and Surety Company of America
Surety
By: Robert D. Shenoel (Seal)
Attorney-in-Fact
Title

Countersigned
By: [Signature]
Florida Resident Agent

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. 218346

Certificate No. 002462341

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

C. David Thomas, 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 23rd day of June, 2008

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: [Signature]
George W. Thompson, Senior Vice President

On this the 23rd day of June, 2008, 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.



[Signature]
Marie C. Tetreault, Notary Public

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/23/08

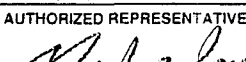
PRODUCER MJ Insurance, Inc. PO Box 50435 Indianapolis, IN 46250-0435 317 805-7500	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Miller Pipeline Corporation 8850 Crawfordsville Road Indianapolis, IN 46234-1559	INSURER A: Liberty Mutual Ins Co-MA	23043
	INSURER B: AEGIS Security Insurance Co.-NON-ADM	25003
	INSURER C: Liberty Insurance Corp-MA	42404
	INSURER D: RLI Insurance Company	13056
	INSURER E: Liberty Mtl Fire Ins Co-M	23035

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 <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$50,000 BI/PD DED <input checked="" type="checkbox"/> CNTRCTL & XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	EB1641437256028	04/01/08	04/01/09	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$1,000,000
E		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$200,000 LIAB DEDUCTIBLE	AS2641437256038 HIRED CAR PD \$1,000 COMP DED \$1,000 COLL DED	04/01/08	04/01/09	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
B		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 200,000	X0905A1A08	04/01/08	04/01/09	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
							\$
							\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WA764D437256018 3C-OTHER STATES EXCEPT ND,OH,WA,WV, WY	04/01/08	04/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
N						<input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
D		OTHER INSTALLATION FLOATER RTD/LSD EQUIPMENT	ILM0300157	04/01/08	04/01/09	\$1,000,000 LIMIT	
						\$5,000 DEDUCTIBLE	
						\$850,000 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 (LN 2001 06/05) and Auto Liability as required by written, signed contract or as stated within (See Attached Descriptions)

CERTIFICATE HOLDER Palm Beach County 8100 Forest Hill Blvd West Palm Beach, FL 33413	CANCELLATION 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 
--	---

DESCRIPTIONS (Continued from Page 1)

the Additional Insured form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s)</p> <p>Any entity for which Miller Pipeline Corporation is contractually obligated to name as an additional insured will hereby be a designated entity for which this coverage endorsement applies.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of "your work"; or
- B. In connection with your premises owned by or rented to you;

The insurance provided by this endorsement:

- 1. Applies only to coverage and minimum limits of insurance required by the written agreement between you and the additional insured, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy; and

The following provisions also apply:

- 1. Regardless of any provisions of any written agreement, policy of insurance, or endorsement, insurance provided to the Additional Insured is excess over the "self-insured amount".

2. Subject to 1. above, where the applicable written agreement requires the insured to provide liability insurance on a primary, excess, contingent, or any other basis, this policy will apply solely on the basis required by such written agreement
3. Where the applicable written agreement does not specify on what basis the liability insurance will apply, this insurance is primary (subject to the "self-insured amount"), and we will share liability in excess of the "self-insured amount" with any other valid and collectible primary insurance available to the Additional Insured.
4. Items 4.c. and d. of Condition 4. Other Insurance of SECTION IV will not apply to the Additional Insured.

This endorsement is executed by the LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

EB1-641-437256-028

Audit Basis

Issued To

Dexter R. Legg
SECRETARY

Edward F. Kelly
PRESIDENT

Countersigned by

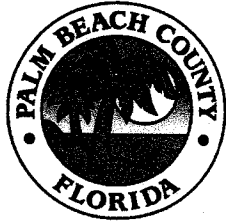
Authorized Representative

Issued

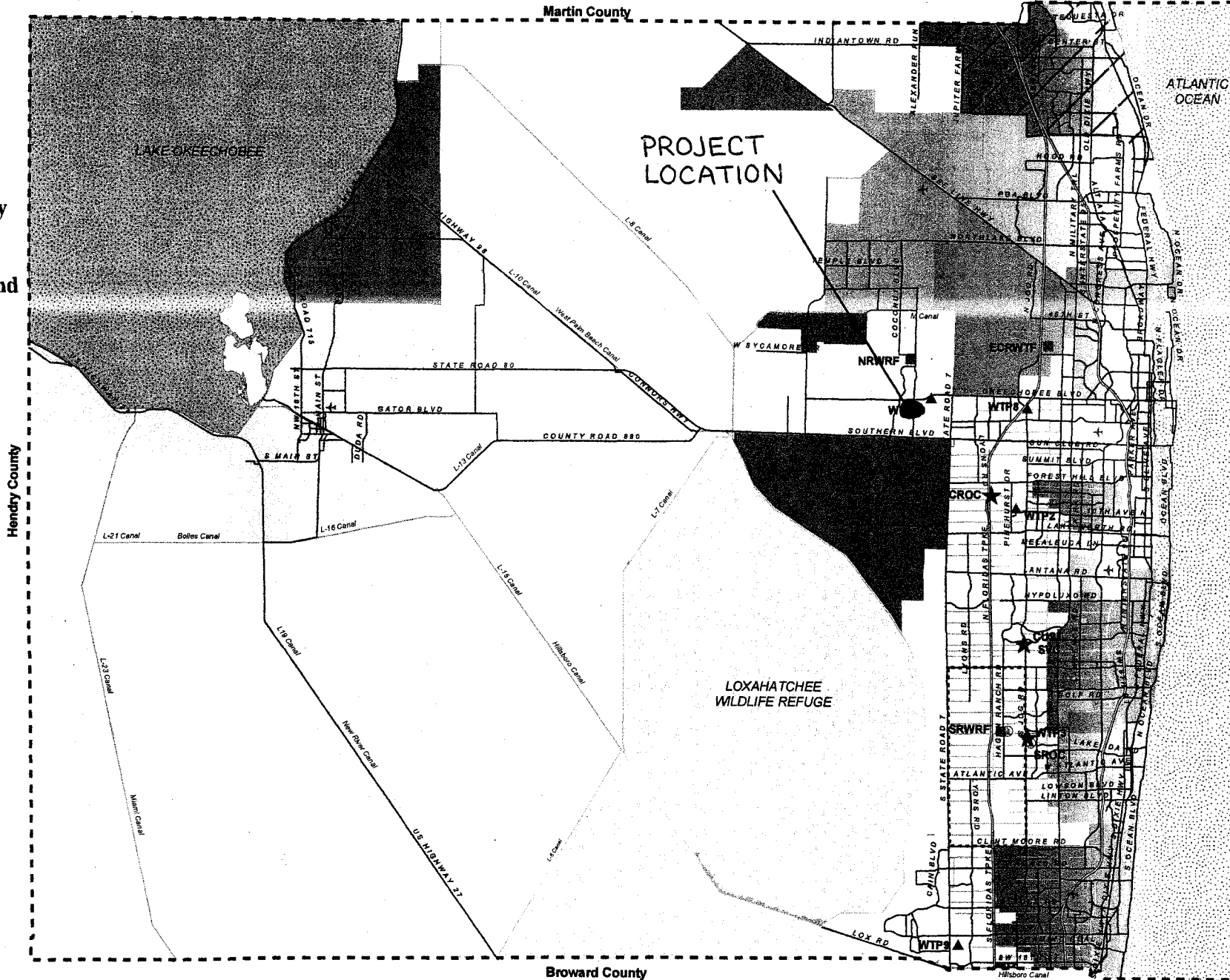
Sales Office and No.

End. Serial No. 39

LOCATION MAP



**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



NOT TO SCALE

April 10, 2008

Mr. Mark Hallett
MILLER PIPELINE CORPORATION
8850 Crawfordsville Road
Indianapolis, IN 46234

Re: ITB 2002-14, Sewer Collection System Rehabilitation Program

Dear Mr. Hallett:

This will confirm agreement to extend through July 21, 2010 our contract for 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 certificate for General Liability, Automobile Liability, Workers Compensation and Professional Liability if applicable to your contract. The City of North Miami Beach must be named as additional insured with regard to General Liability coverage.

Sincerely,


Aris Eugene

Assistant Administrative Services Director


KEVEN R. KLOPP
CITY MANAGER


PRESIDENT (SIGNATURE)
MILLER PIPELINE CORPORATION

Kevin Miller
PRESIDENT (PRINTED NAME)
MILLER PIPELINE CORPORATION

April 15, 2008

DATE

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>

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.

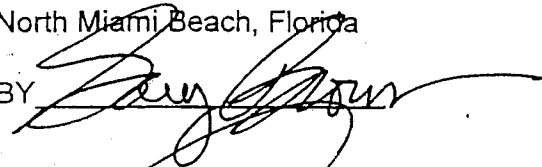
IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Contract Documents have been designed or identified by CITY and CONTRACTOR or by an agent on their behalf.

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

CITY:

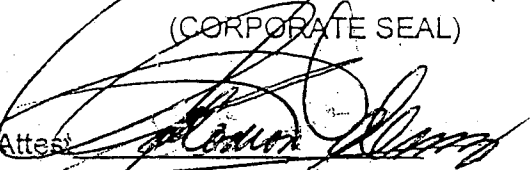
City of North Miami Beach
17011 Northeast 19 Avenue
North Miami Beach, Florida

BY



(CORPORATE SEAL)

Attest



Address for giving notices

17011 Northeast 19th Avenue

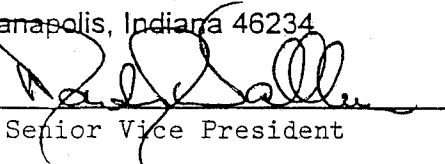
North Miami Beach, Florida 33162

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

CONTRACTOR:

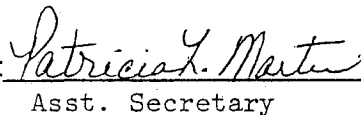
Miller Pipeline Corporation
8850 Crawfordsville Road
Indianapolis, Indiana 46234

BY



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

Miller Pipeline Corporation dba Griner's

[Handwritten Signature]

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 <u>Ninety</u> _____ cents (\$ <u>.90</u>)	\$ <u>2,700.00</u>
3b	Chemical root treatment (8-inch piping)	10,000 LF	<u>One</u> _____ dollars and <u>Twenty</u> _____ cents (\$ <u>1.20</u>)	\$ <u>12,000.00</u>
3c	Chemical root treatment (10-inch piping)	3,000 LF	<u>One</u> _____ dollars and <u>Fifty</u> _____ cents (\$ <u>1.50</u>)	\$ <u>4,500.00</u>
3d	Chemical root treatment (12-inch piping)	900 LF	<u>One</u> _____ dollars and <u>Eighty</u> _____ cents (\$ <u>1.80</u>)	\$ <u>1,620.00</u>
3e	Chemical root treatment (16-inch piping)	900 LF	<u>Two</u> _____ dollars and <u>Forty</u> _____ cents (\$ <u>2.40</u>)	\$ <u>2,160.00</u>
3f	Chemical root treatment (18-inch piping)	900 LF	<u>Two</u> _____ dollars and <u>Seventy</u> _____ cents (\$ <u>2.70</u>)	\$ <u>2,430.00</u>
3g	Chemical root treatment (24-inch piping)	900 LF	<u>Three</u> _____ dollars and <u>Sixty</u> _____ cents (\$ <u>3.60</u>)	\$ <u>3,240.00</u>
4a	Pressure test joint (6-inch piping)	500 EA	<u>Seven</u> _____ dollars and <u>Fifty</u> _____ cents (\$ <u>7.50</u>)	\$ <u>3,750.00</u>

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

[Handwritten Signature]
 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

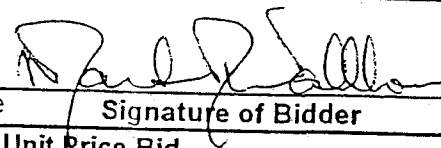
Name of Bidder

Pipeline Service

[Signature]
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

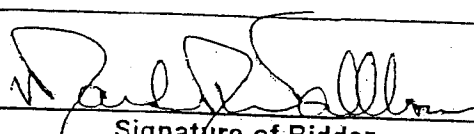
Item No.	Description	Estimated Quantity	Unit Price Bid (in both words and figures)	Total Figure
11c	Furnish and install CIP liner (24-inch piping)	3,000 LF	<u>Ninety-Six</u> dollars and <u>No</u> cents (\$ <u>96.00</u>)	\$ <u>288,000.00</u>
12	Internal reinstatement and grouting of service connections	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]
 Signature of Bidder

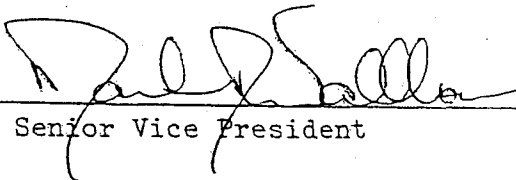
Item No.	Description	Estimated Quantity	Unit Price Bid (in both words and figures)	Total Figure
17b	Point repair per linear foot in excess of 10 feet in length, more than 6 feet below land surface (16-inch to 24-inch piping)	40 LF	Four Hundred Fifty dollars and No cents (\$ 450.00)	\$ 18,000.00
18	Point 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 (\$2,761,225.00)	\$ 2,761,225.00

Bidder further acknowledges the receipt of the following Addenda:

No.	Date
<u>0</u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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

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

PROJECT NO.: WUD 09-047

TOTAL CONTRACT AMOUNT: \$600,000

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	LS 4102	GREENWAY CIR.	212	213	134	8	5.1	1	
		M19s	LS 4102	GREENWAY CIR.	21	211	247.2	8	5.1	0	
		M19s	LS 4102	GREENWAY CIR.	211	210	223.1	8	6.2	2	
		M19s	LS 4102	GREENWAY CIR.	210	205	295.1	8	7.1	1	
		M19s	LS 4102	GREENWAY CIR.	209	208	384.9	8	4.9	4	
		M19s	LS 4102	GREENWAY CIR.	208	207	227	8	7.9	0	
		M19s	LS 4102	GREENWAY CIR.	207	206	71.2	8	7.8	0	
		M19s	LS 4102	GREENWAY CIR.	205	206	129	8	8.2	1	
		M19s	LS 4102	GREENWAY CIR.	205	204	360.5	8	8.2	2	
		M19s	LS 4102	GREENWAY CIR.	204	203	284.1	8	9.6	0	
		M19s	LS 4102	GREENWAY CIR.	203	202	190.8	8	10.2	0	
		M19s	LS 4102	GREENWAY CIR.	202	201	106.5	8	5.2	0	
		M19s	LS 4102	GREENWAY CIR.	202	193	96.2	8	10.9	0	
		M19s	LS 4102	GREENWAY CIR.	185	186	158.1	8	3.2	1	
		M19s	LS 4102	GREENWAY CIR.	186	187	163.5	8	2.9	1	
		M19s	LS 4102	GREENWAY CIR.	185	179	247.8	8	3.2	1	
		M19s	LS 4102	GREENWAY CIR.	180	179	134.1	8	7	2	
		M19s	LS 4102	GREENWAY CIR.	180	181	51.8	8	7	0	
		M19s	LS 4102	GREENWAY CIR.	181	184	188.3	8	7.2	0	
		M19s	LS 4102	GREENWAY CIR.	184	194	381.3	8	8.6	4	
		M19s	LS 4102	GREENWAY CIR.	181	182	235.7	8	7.6	1	
		M19s	LS 4102	GREENWAY CIR.	179	178	300.8	8	5.4	2	
		M19s	LS 4102	GREENWAY CIR.	178	177	127.3	8	5.3	1	
		M19s	LS 4102	GREENWAY CIR.	192	188	157.3	8	6.9	0	
		M19s	LS 4102	GREENWAY CIR.	192	191	86.5	8	5.3	0	
		M19s	LS 4102	GREENWAY CIR.	189	192	125.1	8	3	2	
		M19s	LS 4102	GREENWAY CIR.	193	192	47	8	6.9	0	
		M19s	LS 4102	GREENWAY CIR.	198	197	296.8	8	4.8	5	
		M19s	LS 4102	GREENWAY CIR.	198	195	164.5	8	5.8	0	
		M19s	LS 4102	GREENWAY CIR.	195	194	218.2	8	6.4	0	
		M19s	LS 4102	GREENWAY CIR.	195	196	225	8	5	3	
		M19s	LS 4102	GREENWAY CIR.	199	200	193.2	8	4.8	0	
		M19s	LS 4102	GREENWAY CIR.	199	198	51.3	8	4.8	0	
		M19s	LS 4102	GREENWAY CIR.	193	194	122.4	8	10.8	0	
		M19s	LS 4102	GREENWAY CIR.	193	WET WELL	14.1	8	10.8	0	
TOTAL PIPE LENGTH (LF)							6,440				

TBA = To Be Assigned

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

PROJECT NO.: WUD 09-047

TOTAL CONTRACT AMOUNT: \$600,000

CONTRACTOR: MILLER PIPELINE CORPORATION

WORK AUTHORIZATION NO.2 - 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	L.S. 4104	SANDPIPER AVE.	22	21	315.2	8	3.1	2	
		M19s	L.S. 4104	SANDPIPER AVE.	20	21	353.2	8	3.7	3	
		M19s	L.S. 4104	SANDPIPER AVE.	52	20	357	8	3.7	3	
		M19s	L.S. 4104	SANDPIPER AVE.	53	52	362.1	8	3	7	
		M19s	L.S. 4104	SANDPIPER AVE.	20	19	257.3	8	3.7	7	
		M19s	L.S. 4104	SANDPIPER AVE.	18	19	370.9	8	6.2	4	
		M19s	L.S. 4104	SANDPIPER AVE.	17	18	374.9	8	7.6	4	
		M19s	L.S. 4104	SANDPIPER AVE.	17	16	377.9	8	7.6	6	
		M19s	L.S. 4104	SANDPIPER AVE.	16	15	377.3	8	8.9	5	
		M19s	L.S. 4104	SANDPIPER AVE.	13	15	377.2	8	10.9	6	
		M19s	L.S. 4104	SANDPIPER AVE.	13	14	305.2	8	6.9	1	
		M19s	L.S. 4104	SANDPIPER AVE.	13	12	193.1	8	10.9	1	
		M19s	L.S. 4104	GROUSE LN.	12	11	225.1	8	12.2	1	
		M19s	L.S. 4104	SANDPIPER AVE.	1	2	387.5	8	3.6	4	
		M19s	L.S. 4104	SANDPIPER AVE.	2	3	392.5	8	5.5	5	
		M19s	L.S. 4104	SANDPIPER AVE.	3	4	394	8	5.5	5	
		M19s	L.S. 4104	SANDPIPER AVE.	4	5	387.7	8	7.6	5	
		M19s	L.S. 4104	SANDPIPER AVE.	5	6	389	8	7.3	4	
		M19s	L.S. 4104	SANDPIPER AVE.	6	7	385.2	8	9.3	4	
		M19s	L.S. 4104	SANDPIPER AVE.	7	8	385.4	8	10.9	5	
		M19s	L.S. 4104	SANDPIPER AVE.	8	10	133.6	8	11	0	
		M19s	L.S. 4104	SANDPIPER AVE.	9	8	401.8	8	3.2	3	
		M19s	L.S. 4104	GROUSE LN.	10	11	124.5	8	11.9	1	
		M19s	L.S. 4104	GROUSE LN.	11	WETWELL	38.4	8	12.9	0	
TOTAL PIPE LENGTH (LF)							7,666				

TBA = To Be Assigned