

CITY OF VENICE
COMPETITIVE PROCUREMENT EXEMPTION REQUEST FOR COOPERATIVE
PURCHASING OR "PIGGYBACK"

DEPARTMENT/DIVISION Engineering/Stormwater NAME OF REQUESTOR James Clinch, PE

In accordance with its code, the City of Venice wishes to exercise its right to utilize the competitive procurement process of another jurisdiction.

Section 2-224 of the City of Venice Municipal Code for Cooperative Purchasing states - "The Finance Director, or designee, shall have the authority to enter into cooperative purchasing agreements with other public agencies for commodities and services. Competitive bidding requirements may not be applicable"

A. Vendor Information

Vendor Name: Layne Inliner, LLC

Address: 2531 Jewett Lane, Sanford, FL 32771

Phone: (407) 472-0014 Fax: (407) 472-0099 Email: Mike.Cannon@layne.com

B. Please describe all products and/or services to be procured under this exemption: Cleaning, CCTV inspection and installation of cured in place pipe lining for 78 LF of 12"x18" ERCP, 819 LF of 19"x30" ERCP, and 665 LF of 24"x38" ERCP. Pipe system is actively failing and needs immediate repair.

C. Please provide the estimated fiscal year expenditure for this product or service: \$ 194,475.23
Account # 480-0950-541.46-00 Project # N/A

D. Briefly explain why it is in the best interest of the City to exempt this procurement from competition: Project needs to be completed prior to the rainy season. County Contract was competitively bid for identical services.

E. Do you plan to use the Visa Card as a method of payment for this transaction? ☐ Yes ☒ No

F. Piggyback - Provide the entity name, contract number and contract term Sarasota County IFB NO. 111408CS, Contract: 2014-034, 3 years

By signature, Vendor agrees to perform all of the work described in the proposal submitted, incorporated, attached and made a part of this Agreement, all in accordance with the requirements and provisions of the Contract Documents.

Vendor: 

Date: 4/17/14

Title: District Manager

Requesting Department Director's Signature: Kurt Weil Date: 4/18/14

Procurement Manager's Approval: Hm2 Date: 4-25-14

Finance Director's Approval (If applicable): JR Date: 4-25-14

City Manager's Approval (If applicable): _____ Date: _____

☐ The department has attached the following documentation as backup with their request; bid/rfp, executed of contract (administrative or council approval), any amendments/memorandums/renewals, and tabsheet/price sheets).

- Sarasota County Contract 2014-034
- Sarasota County Bid Forms A and C
- Bird Bay Drive Proposal: Layne Inliner
- Project Location Map
- Project Photos

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CONSTRUCTION CONTRACT

CONTRACT NO. 2014-034
BCC APPROVED 10/8/13

Contract for **Stormwater Pipeline Infrastructure Rehabilitation Contract, Bid #111408CS,**

This Contract made and entered into this day October 8, 2013, by and between
Layne, Inliner, LLC, a Florida corporation hereinafter
called the 'Contractor' and Sarasota County, a political subdivision of the State of Florida, hereinafter
called the 'County'.

WITNESSETH:

I. **Construction Materials, Services, and Labor:** That for and in consideration of the mutual promises and covenants hereinafter contained, together with the money consideration hereinafter recited, the Contractor shall furnish all the labor, services and materials for the construction of **Stormwater Pipeline Infrastructure Rehabilitation Contract, Bid #111408CS-Bid Form C**. All work and labor shall be done in accordance with the plans and specifications on file with Sarasota County, as listed in Article III, receipt of which is hereby acknowledged and which plans and specifications are made a part of the Contract, the same as though they were set forth at length herein and by reference hereto made a part hereof.

II. **Contract Amount and Work Assignment Price:**

Contractor understands that the County may award more than one Contract for the Work as outlined in the Contract specifications. The cumulative total for all Work Assignments issued under each Contract shall not exceed the Contract amount indicated below as selected for this Contract.

That Contract Amount for all Work Assignments shall not exceed \$2,000,000.00 per fiscal year.

Two million dollars and no cents per fiscal year

(Contract price in words)

In consideration of the work, labor, services and materials to be furnished by the Contractor, in accordance with said plans and specifications, the County agrees to pay to the Contractor, upon the completion and acceptance thereof by the County, or its duly authorized agent, the not to exceed amount derived from the agreed to extended bid line item prices. The total Contract amount set forth above is an estimate based upon anticipated Work Assignments for all said Contracts. However, the Contractor understands and acknowledges that no minimum amount of work is guaranteed under this Contract.

This Contract shall commence immediately upon execution by both the County and the Contractor and shall continue for a period of three (3) years. At the conclusion of three (3) years, the Contract may be renewed for two (2) additional successive one (1) year terms, subject to written agreement by both parties, unless a notice of termination is provided by either party no less than ninety (90) days in advance of the annual renewal date each year. Adherence to the original bid terms and conditions for a total of up to five (5) years or the expenditure of available funds, whichever comes first.

The County's performance and obligation to pay under this Contract is contingent upon an appropriation by the Board of County Commissioners. The County shall promptly notify the Contractor if the necessary appropriation is not made.

III. Contract Documents (Contract): The Contract Documents, which comprise the entire Contract between County and Contractor and which are made a part hereof by this reference, consist of the following:

1. Table of Contents
2. Public Bid Disclosure Act Form
3. Invitation for Bids
4. Instructions, Terms, and Conditions
5. Bid Form
6. Sworn Statement, Florida Trench Safety Act
7. Status of Contracts On-Hand
8. Contractor's Qualification Forms (Methods 1 & 2)
9. List of Subcontractors
10. Stored Materials Affidavit
11. Letter of Bondability
12. Performance and Payment Bond and Power of Attorney
13. Construction Contract
14. Insurance Certificates
15. Contractor's Final Affidavit and Release of Lien
16. General Conditions
17. Supplemental General Conditions
18. Technical Specifications
19. National Pollutant Elimination System (NPDES) Pollution Prevention Guidance
20. Florida Statute 556 Underground Facility Damage Prevention and Safety Act
21. All addenda issued before the bid opening date
22. All Work Assignments inclusive of Project Drawings, Specifications and addenda
23. Work Assignment Purchase Orders
24. Work Assignment Notice(s) to Proceed Issued By the Administrative Agent
25. All Modifications inclusive of all Contract and Project Change Orders (IFCA) Issued

In the event of any conflict among or between Contract Documents, the more specific provision shall control.

IV. Performance and Payment Bond: A Performance and Payment Bond will be required on Work Assignments having an initial total of \$200,000 or more. If required, The Contractor shall furnish to the County, prior to the commencement of operations hereunder, a Performance and Payment Bond executed by the Contractor, and a surety company authorized to do business in the State of Florida, in an amount no less than the Work Assignment price herein, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished hereunder, and the payment of all subcontractors, materialmen, and laborers. The County shall reimburse the Contractor for the actual cost of the Performance and Payment Bond whose cost shall be delineated on the Work Assignment form. The County will only accept a Performance and Payment Bond with an A.M. Best rating of 'A-' (Excellent) or better for Bids requiring bonds of \$500,000 or greater, or 'B+' (Very Good) or better for Bids requiring a bond of less than \$500,000. Said bond shall be subject to the approval of the Board of County Commissioners of Sarasota County, Florida.

V. Insurance: Before performing any Contract work, a Contractor shall procure and maintain during the life of the Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary, written on forms acceptable to

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the County, placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida, and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by Sarasota County Risk Management.

1. **Workers' Compensation:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required by the laws of the state where the Contractor is domiciled. Florida contractors must provide evidence of Workers' Compensation insurance which meets the requirements of Florida Statutes, Chapter 440, and Employer's Liability with limits of not less than **\$100,000** per employee per accident, **\$500,000** disease aggregate, and **\$100,000** per employee per disease. If applicable, coverage for the Jones Act and Longshoremen and Harbormasters Exposures must also be included. ****NOTE**** contractors who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation.

In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Workers' Compensation policy, for all personnel on the worksite. All documentation must be provided to Sarasota County Risk Management, 1660 Ringling Boulevard 3rd Floor, Sarasota FL 34236.

2. **Commercial General Liability:** Including but not limited to bodily injury, property damage, contractual, products and completed operations, watercraft, if under 26 feet and Ocean Marine if over, and personal injury with limits of not less than **\$1,000,000** each occurrence, covering all work performed under this Contract.
3. **Business Automobile Liability:** Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** each accident covering all work performed under this Contract.

Contractor further agrees coverage shall include liability for owned, non-owned, and hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Automobile Liability policy. If private passenger automobiles are used in the business, they must be commercially insured.

If the Contractor is shipping a product via common carrier, the Contractor shall be responsible for any loss or damage sustained in delivery/transit.

4. **Umbrella Liability:** With limits of not less than **\$2,000,000** each occurrence covering all work performed under this Contract.
5. **Hazardous Materials Insurance:** For the purpose of this section, the term "hazardous materials" includes all materials and substances which are now designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this Contract, no further work is to be performed in the area of the hazardous material until County Risk Management has been consulted as

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to the potential need to procure and maintain any or all of the following coverage through an addendum to the Contract:

- a. **Contractor's Pollution Liability:** For sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this Contract, including, but not limited to, all hazardous materials identified under the Contract.
- b. **Asbestos Liability:** For sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this Contract.
- c. **Disposal:** When applicable, the Contractor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$3,000,000 per claim and \$3,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than \$6,000,000 per claim and \$6,000,000 in the aggregate.
- d. **Hazardous Waste Transportation:** When applicable, the Contractor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability Insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than \$1,000,000 annual aggregate and provide a valid EPA identification number.

******* Note: Certificates of Insurance shall clearly state the hazardous material exposure work being performed under the Contract. *******

6. **Builder's Risk, Installation Coverage:** When applicable Contractor must provide Builder's Risk installation coverage for individual Work Assignments if requested by the County to include coverage for materials stored at the project site, property while in transit, and property stored at a temporary location for the amount of materials involved in this Contract. The Contractor will be reimbursed by the County for actual cost associated with Builders Risk coverage when required.

Policy Form:

1. Unless specific approval is given, all policies required by this contract with the exception of Professional Liability and Workers' Compensation are to be written on an occurrence basis. Commercial General Liability policies shall name Sarasota County Government as additional insured as their interest may appear under this contract.
2. Insurance requirements itemized in this contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
3. Each insurance policy required by this contract shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability

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- b. Not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to County Risk Management.
4. The County shall retain the right to review, at any time, coverage, form, and amount of insurance.
 5. The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this contract.
 6. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.
 7. Claims Made Policies will be accepted for Professional Liability, Workers' Compensation and Hazardous Materials, and such other risks as are authorized by County Risk Management. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year.
 8. Certificates of Insurance evidencing Claims Made or Occurrence Form Coverage and conditions to this Contract are to be furnished to Sarasota County Risk Management (1660 Ringling Boulevard, 4th Floor, Sarasota, FL 34236) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract, when applicable. All insurance certificates shall be received by County Risk Management before the Contractor will be allowed to commence or continue work.
 9. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's/sub-Contractor's/Consultant's insurance company and County Risk Management as soon as practicable after notice to the insured.
 10. The Certificate of Insurance must include the following:
 - a. In the "Description of Operations/Special Provisions" section:
 - Sarasota County Government is named as an additional insured, as their interests may appear on Commercial General Liability.
 - Note: ACORD 2009 edition can use "X" for General Liability Additional Insured inclusion.
 - b. In the "Certificate Holder" section:

Sarasota County Government

Attn: Risk Management
1660 Ringling Blvd., 4th floor
Sarasota, FL 34236

VI. Contractor's Affidavit: When all Work contemplated by the Contract has been completed, inspected, and approved by the County or its duly authorized agent, the Contractor shall furnish to the County the Contractor's affidavit as required by the Construction Lien Law, Florida Statutes Chapter 713. Signed Release of Lien may also be required by the County at its option.

VII. Price Adjustments: Prices shall remain firm for the first twelve-month base Contract term.

1. Requested price changes for the remaining terms will be adjusted using the Bureau of Labor Statistics Consumer Price Index (CPI-U), U.S.A. 1982-84 equals 100. To calculate the inflation rate, the prior year's index is subtracted from the current years index, then divided by the prior year's index, and this number is multiplied by 100 to generate the percentage of adjustment.
 - a) If, on the anniversary date, the index shows a change from the index of the previous year, this percentage, not to exceed 4% annually, will be used to adjust the Contract unit prices.

VIII. Payment:

1. For Work Assignments of less than 90 days duration and less than \$100,000.00 dollars in value: Upon completion of the work, certification and approval by the County or its duly authorized agent, payment will be made to the Contractor upon his application for all services or work completed or materials furnished in accordance with the Work Assignment. No payment will be due or payable prior to completion.
2. For Work Assignments greater than 90 days duration but less than \$100,000.00 dollars in value: Upon certification and approval by the County or its duly authorized agent, monthly payments may be made to the Contractor upon his application for all services or work completed or materials furnished in accordance with the Contract. Prior to completion, monthly payments shall not exceed 80% of the value of the materials furnished or services and work completed up to the time of said application. The Contractor must update each new request in accordance with any changes made to the previous submittal. Final payment shall be made after approval by the County or its duly authorized agent of all work, materials or services required under this Work Assignment.
3. For Work Assignments greater than \$100,000.00 in value: Upon certification and approval by the County or its duly authorized agent, monthly payments may be made to the Contractor upon his application for all services or work completed or materials furnished in accordance with the Contract. All pay requests must be submitted on diskette, with a hard copy attached, and in a form satisfactory to the Clerk of Court who initiates disbursements. Prior to substantial completion, monthly payments shall be made on the value of materials furnished or services and work completed up to the time of said application, less an amount retained as shown on the "Retainage Table" of General Condition 13.2.1 Retainage. Retainage may be reduced upon issuance of the Certificate of Substantial Completion by the County if, in the sole opinion of the County, sufficient progress on the schedule has been accomplished, all Notices of Lien have been resolved, and the County has retained adequate retainage for the final completion of the Project and all estimated liquidated damages. The County shall inform the Contractor's Surety of any reduction in retainage. Contractors must update each new pay request in accordance with any changes made to the previous submittal. Final payment shall be made after approval by the County or its duly authorized agent of all work, materials or services required under this Contract.
 - a. Monthly pay requests shall be submitted each month on the anniversary date of the Notice to Proceed.

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- b. Monthly pay requests for less than \$200 are not acceptable and will not be processed, except for a final pay request.

- IX. Invoicing:** All invoices must be mailed or delivered to the Sarasota County Finance Department, Post Office Box 8, Sarasota FL 34230-0008. Invoices must contain the purchase order number, required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the vendor for correction and resubmission. Vendors shall not perform any service or provide products until they have been issued a purchase order number.
- X. Time for Performance:** Time is of the essence in the performance of this Contract. The Contractor specifically agrees that they will commence operations on the date specified in each Work Assignment's Notice to Proceed, and that all work to be performed under the provisions of the Work Assignment shall be **completed** to Substantial Completion within the time frame specified in each individual Work Assignment, and additional 30 days to Final Acceptance, subject only to delays caused through no fault of the Contractor or acts of God.
- XI. Liability of the Contractor:** Pursuant to F.S.S. 725.06(2), the Contractor shall indemnify and hold harmless Sarasota County government from liabilities, damages, losses, and costs, including but not limited to attorney's reasonable fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract.

This Section of the Contract will survive the completion or termination of the Contract.

- XII. Changes:** No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by the Parties hereto. In the event of any disagreement as to the provisions of this Contract with the plans and specifications that are made a part hereof by reference, the Contract shall control.
- XIII. Liquidated Damages:** The Parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the County for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the Parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in the Work Assignment documents exceeds the time(s) allowed therefore, shall be the amount(s) per day as stipulated in the Work Assignment, including Saturdays, Sundays, and legal holidays. The Parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein as specified in the Work Assignment(s). The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable

therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion for each individual Work Assignment is delayed beyond the required date of Substantial Completion shall be **negotiated at the time of the Work Assignment between the Administrative Agent and the Contractor**. The amount of liquidated damages to be assessed for each calendar day that Final Acceptance for each individual Work Assignment is delayed beyond the required date of Final Acceptance shall be **25% of the Substantial Completion amount**.

XIV. Contractor's Representations: Contractor makes the following representations:

1. Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.
2. Contractor declares that he has reviewed the information provided in Section 14 of the instructions, terms and conditions, and other Contract Documents relative thereto and has read all the addenda furnished prior to the opening of bids, and that he has satisfied himself relative to the work performed.
3. Contractor has investigated and is fully informed of construction and labor conditions, potential obstructions to be encountered, character, quality, and quantities of work to be performed, materials to be furnished, and requirements of the plans where supplied in the bid documents and other Contract Documents.
4. Contractor has given County written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to the Contractor.
5. Contractor declares that submission of a bid for the work constitutes an incontrovertible representation that the Contractor has complied with every requirements of this Section, and that Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.
6. Equal Opportunity: The Contractor assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Contract.
7. Public Entity Crimes: In accordance with Section 287.133, FS, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 FS for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

XV. Entire Contract: These Contract Documents constitute the entire understanding and Contract between the parties and supersede any and all written or oral representations, statements, negotiations, or contracts previously existing between the parties with respect to the subject matters of this Contract. The Contractor recognizes that any representations, statements, or negotiations made by County staff do not suffice to legally bind the County in a contractual relationship unless they have been reduced to writing and signed by an authorized County

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representative. This Contract shall inure to the benefit of and be binding upon the Parties, their respective assigns, and successors in interest.

- XVI. Notice Provision:** Any notice or other communications concerning material changes to the Contract shall be sent via certified U.S. mail, return receipt requested, postage prepaid to the relevant address listed below.

Contract clarifications or questions regarding the interpretation of plans and/or specifications not involving: (a) any Contract claim and/or dispute, (b) questions of time not involving extension, delay, or reduction of time, (c) monetary or compensatory issues, (d) fully executed IFCA's (Interim Field Change Agreement) and/or (e) material changes to the Contract, shall be sufficiently given if delivered personally or sent via facsimile, email, or U.S. mail, postage prepaid, addressed as follows.

Contractor Representative:
Print or type information

County's Administrative Agent:

Name	<u>Michal Cannon</u>	Name	<u>John C. Chapman</u>
Title	<u>District Manager</u>	Title	<u>Public Works Construction Manager</u>
Address	<u>2531 Jewett Lane</u> <u>Sanford, FL 32771</u>	Address	<u>1001 Sarasota Center Blvd</u> <u>Sarasota, FL 34240</u>
Telephone	<u>407-472-0014</u>	Telephone	<u>941-861-0570</u>
Fax	<u>407-472-0099</u>	Fax	<u>941-861-0589</u>
Email	<u>MIKE.CANNON@LAYNE.COM</u>	Email	<u>jchapman@scgov.net</u>

- XVII. Waivers:** Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Contract by the Parties, their successors or assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Contract.

- XVIII. Modifications:** This Contract may be modified only by instrument in writing and signed by the Parties hereto as aforesaid.

- XIX. Counterparts:** This Contract may be executed in any number of counterparts, any one of which may be taken as an original.

- XX. No Third Party Rights:** The parties hereto do not intend nor shall this Contract be construed to grant any rights, privileges or interest to any third party.

- XXI. Remedies:** The parties hereto agree that remedies for damages or any other remedies provided for herein shall be construed to be cumulative and not exclusive of any other remedy otherwise available under law.

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XXII. Access to Records: Contractor, its employees and agents including all subcontractors, shall allow access to its records during normal business hours to the County, its employees, and agents.

XXIII. Severability: If any provision of this Contract is found by a court of competent jurisdiction to be in conflict with an applicable statute or ordinance, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, but shall not invalidate any other provision of this Contract.

XXIV. Jurisdiction and Venue: Jurisdiction and venue for purposes of any legal action founded upon this Contract shall be in Sarasota County, Florida. This Contract shall be governed by the laws of the State of Florida.

There will be no arbitration on claims allegedly arising under this Contract between the County and the Contractor.

In the event of a dispute or claim arising out of this Contract, the parties agree first to try in good faith to settle the dispute by mediation in Sarasota County, Florida under the Commercial Mediation Rules of the American Arbitration Association, before resorting to litigation. In the event such mediation does not result in a suitable resolution, then litigation will be used. The parties agree that in the event of litigation they waive any and all rights to a trial by jury.

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IN WITNESS WHEREOF, the parties have hereto set their hands and seal the day and year first above-mentioned.

WITNESS:

Print name: MICHAEL CANNON

Signed by: [Signature]

Date: AUGUST 23, 2013

CONTRACTOR: LAYNE INLINER, LLC

Print name: MARK HARRIS

Signed by: [Signature]

Title: VICE PRESIDENT

Date: AUGUST 23, 2013

(SEAL)

SARASOTA COUNTY
BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY FLORIDA

By: Carolyn J. Mason
Chair

Date: 10/8/13

ATTEST:

Karen E. Rushing, Clerk of Circuit
Court and Ex-Officio Clerk of the Board of County Commissioners

By: [Signature]
Deputy Clerk

APPROVED AS TO FORM AND CORRECTNESS:

By: [Signature]
County Attorney (SEAL)