WORK ASSIGNMENT BETWEEN CITY OF VENICE, FLORIDA, AND LAYNE INLINER, LLC

WHEREAS, on October 8, 2013, Sarasota County, a political subdivision of the State of Florida and Layne Inliner, LLC (Contractor) entered into Sarasota County Contracts 2014-034 and 2014-035 to provide services and materials for Stormwater Pipeline Infrastructure Rehabilitation (collectively hereinafter, the "County Contract"); and

WHEREAS, Section 2-224 of the City of Venice Municipal Code of Ordinances under 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", and

WHEREAS, pursuant to the County Contract, the City of Venice, Florida (City) wishes to authorize Contractor to provide services for prioritized stormwater repairs based upon a written assessment with recommendations from cleaning and TV inspection on a portion of the City's stormwater pipes; and

WHEREAS, Contractor wishes to perform such services for the CITY; and

WHEREAS, the City and Contractor have executed a City of Venice Competitive Procurement Exemption Request for Cooperative Purchasing or "Piggyback" with respect to the County Contract.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in the County Contract, the parties agree as follows:

- 1. General description of project: prioritized stormwater repairs based upon written assessment with recommendations from cleaning and TV inspection on a portion of the City's stormwater pipes.
- 2. Scope of services to be performed. CONTRACTOR shall perform the services described in the Proposal attached hereto as Attachment "A".
- 3. Compensation to be paid. CITY shall pay the CONTRACTOR the sum not to exceed one hundred forty-six thousand three hundred sixty-seven dollars and twenty-two cents. (\$146,367.22) for performance of the services specified in this Work Assignment.
- 4. Time for completion. CONTRACTOR shall complete services specified in this Work Assignment within _ninety_(90) days from the date of this Work Assignment.
- 5. PUBLIC RECORDS. Pursuant to applicable Florida law, the Contractor's records associated with this Work Assignment may be subject to Florida's public records laws, Section 119.01, F.S., et seq, as amended from time to time. The Contractor agrees to comply with Florida's public records law by keeping and maintaining public records

required by the City in order to perform the services under this Work Assignment. Upon request from the City's Custodian of Public Records, the Contractor shall provide the City with copies of or allow access to the requested public records at a cost that does not exceed the cost provided for under Chapter 119, Florida Statutes, or as otherwise provided for by Florida law. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed excepts as authorized by law for the duration of the term of the Work Assignment and following completion of the Work Assignment if the Contractor does not transfer the records to the City. Upon completion of the Work Assignment the Contractor shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain all public records required by the City to perform the services under this Work Assignment. If the Contractor transfers all public records to the City upon completion of the Work Assignment, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Work Assignment, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS WORK ASSIGNMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS LORI STELZER, MMC, CITY CLERK, AT 401 WEST VENICE AVENUE, VENICE, FLORIDA 34285, (941) 882-7390, LSTELZER@VENICEGOV.COM.

- 6. Before commencing any work under this Work Assignment, Contractor shall provide proof of insurance to the City in accordance with the requirements set forth in the County Contract. Further, the City of Venice shall be named as additional insured on all Commercial General Liability polices as required under the County Contract.
- 7. The terms and conditions of the County Contract shall remain in full force and effect until the completion of the Work Assignment.

IN WITNESS WHEREOF, the parties have, 2017.	executed this Work Assignment on the day of
	LAYNE INLINER, LLC.
ATTEST:	Michael Cannon, District Manager CITY OF VENICE, FLORIDA
City Clerk	By: John Holic, Mayor
Approved as to Form and Correctness	
David Persson, City Attorney	

DATE:

March 1, 2017

SUBMITTED TO:

City of Venice

401 West Venice Avenue

Venice, FL 34285

Attention: John Monville

JOB LOCATION:

Various Locations including Ridgewood Ave, Venezia Pkwy and Armada Rd

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of

One Hundred Forty Six Thousand Three Hundred Sixty Seven Dollars and 22 Cents (\$146,367.22)

Payment terms - 100% within thirty (30) days upon completion and acceptance.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

We hereby submit specifications and estimates as follows:

Layne Inliner, LLC shall supply all equipment, materials and labor to perform the work as follows:

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
Install 12" CIPP (6mm)	438	LF	\$54.00	\$23,652.00
Install 18" CIPP (9mm)	211	LF	\$70.50	\$14,875.50
Install 24" CIPP (10.5 mm)	350	LF	\$93.47	\$32,714.50
Install 48" CIPP (19.5mm)	161	LF	\$208.28	\$33,533.08
48" Thickness Variance	161	LF	\$11.68	\$1,880.48
Medium Cleaning 12" to 18"	695	LF	\$4.40	\$3,058.00
Medium Cleaning 20"-24"	350	LF	\$6.10	\$2,135.00
Medium Cleaning 42"-60"	161	LF	\$16.26	\$2,617.86
Light Cleaning 42"-60" (prior to joint repairs)	400	: LF	\$14.22	\$5,688.00
Pre-Fabricated Joint Repair 48"	14	EA	\$1,676.40	\$23,469.60
Hauling Cure Water (VAC truck with Driver)	12	HR	\$228.60	\$2,743.20
			TOTAL	\$146,367.22

NOTES:

- 1. Inliner to be installed as per ASTM & manufacturer's specifications.
- 2. Payment shall be based on actual field measurements from center of inlet to center of outlet.
- This proposal is subject to Pre-TV inspection by Layne Inliner, LLC. indicating the line conditions is acceptable
 for installation of Inliner.
- 4. Price quoted does not include point repairs if required prior to installing Inliner.
- 5. Layne Inliner, LLC shall furnish City of Venice with a final TV tape of rehabilitated sanitary line(s).
- 6. Water for cleaning and installation of liner to be supplied by City of Venice.
- Proposal does not include bonds or permit fees. Bonds, if required, will be invoiced at 1.5% of the total.
 Permit fees, if any, will be invoiced at cost.

Signature Richard J Cooper, Branch Manager

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance Authorized Signature			
	Authorized Signature		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/06/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. (A/C, No, Ext): 713-877-8975 E-MAIL 818 Town & Country Blvd, Suite 500 Houston, TX 77024-4549 FAX (A/C, No): 713-877-8974 ADDRESS INSURER(S) AFFORDING COVERAGE NAIC# INSURER A : Zurich American Insurance Company 16535 INSURED INSURER B : American Zurich Insurance Company 40142 Layne Inliner, LLC 14413 62nd Street North INSURER C: Clearwater, FL 33760 INSURER D : INSURER E INSURER F COVERAGES **CERTIFICATE NUMBER:**MSL37MY2 **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP ADDL SUBR LTR TYPE OF INSURANCE LIMITS POLICY NUMBER INSD WVD GLO 0194362-00 05/01/2016 08/01/2017 X 1,250,000 COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR 1,000,000 10,000 MED EXP (Any one person) \$ 1,250,000 PERSONAL & ADV INJURY \$ 10,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$ POLICY X PRO-10,000,000 LOC PRODUCTS - COMP/OP AGG \$ \$ OTHER AUTOMOBILE LIABILITY BAP 0194359-00 05/01/2016 08/01/2017 COMBINED SINGLE LIMIT 5,000,000 (Ea accident) X ANY AUTO BODILY INJURY (Per person) OWNED SCHEDULED BODILY INJURY (Per accident) \$ AUTOS NON-OWNED AUTOS ONLY AUTOS ONLY HIRED AUTOS ONLY PROPERTY DAMAGE (Per accident) \$ \$ **UMBRELLA LIAB** OCCUR EACH OCCURRENCE \$ EXCESS LIAB CLAIMS-MADE AGGREGATE \$ RETENTION \$ DED \$ В WORKERS COMPENSATION WC 0194360-00 (AOS) WC 0194361-00 (WI & MA) X PER STATUTE 05/01/2016 05/01/2017 AND EMPLOYERS' LIABILITY YIN 5,000,000 ANY PROPRIETOR/PARTNER/EXECUTIVE E.L. EACH ACCIDENT \$ N N/A OFFICER/MEMBER EXCLUDED? 5.000.000 (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below 5,000,000 E.L. DISEASE - POLICY LIMIT \$ DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder, its Elected Officials, Officers, Agents and Employees are included as an Additional Insured on the General Liability and Automobile Liability policies as required by written contract and granted Waiver of Subrogation on the General Liability, Automobile Liability and Workers Compensation policies as required by written contract and granted Waiver of Subrogation on the General Liability, Automobile Liability and Workers Compensation policies as required by written contract and granted Waiver of Subrogation on the General Liability and Workers Compensation policies as required by written contract and granted Waiver of Subrogation on the General Liability, Automobile Liability and Workers Compensation policies as required by written contract and granted Waiver of Subrogation on the General Liability and Workers Compensation policies as required by written contract and granted Waiver of Subrogation on the General Liability and Workers Compensation policies as required by written contract and granted Waiver of Subrogation on the General Liability and Workers Compensation policies as required by written contract and granted Waiver of Subrogation on the General Liability and Workers Compensation policies as required by written contract and granted Waiver of Subrogation on the General Liability and Workers Compensation policies as required by written contract and granted Waiver of Subrogation on the General Liability and Workers Compensation policies as required by written contract and granted Waiver of Subrogation on the General Liability and Workers Compensation policies as required by written contract and granted Waiver of Subrogation on the General Liability and Workers Compensation policies as required by written contract and granted Waiver of Subrogation on the General Liability and Workers Compensation policies as required by written contract and granted Waiver of Subrogation on the General Liability and Workers Compensation policies as required by written contract and granted Waiver of Subrogation on the General Liability and Workers Compensation policies as required by written contract and granted waiver of Subrogation on the General Liability and Workers Compe Compensation and Employer's Liability policies have been endorsed to provide (30) days Notice of Cancellation (except for non-payment) to the certificate holder shown CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

The City of Venice

401 W. Venice Avenue Venice, FL 34285 AUTHORIZED REPRESENTATIVE