



Procurement Management Department
1500 Monroe Street 4th Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.leegov.com/procurement

Date: January 9, 2018

Solicitation No.: RFP170241DLK

Solicitation Name: Wastewater Collection System

Subject: NOTICE TO PROCEED - Professional Services

To: Mr. Jeff Newman
Miller Pipeline LLC
8850 Crawfordsville Road
Indianapolis, IN 46234

You are hereby notified to commence work in accordance with the Agreement dated January 15, 2018, on or before January 9, 2018 for a period of two years, and may be renewed for up to three additional one year periods upon mutual written agreement of the County and the Contractor.

Acceptance of Notice:

Receipt of the above Notice to Proceed is hereby acknowledged:

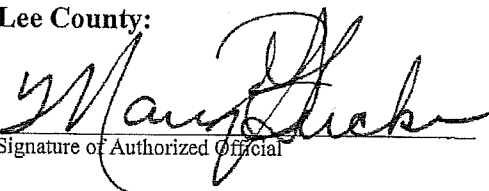
Prime Vendor:

Signature 

Title President

Date January 9, 2018

Lee County:

Signature of Authorized Official 

Title Procurement Management Director

Date 1/9/18



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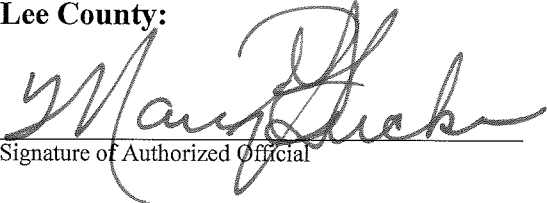
Prime Vendor:

Signature

Title

Date

Lee County:



Signature of Authorized Official

Procurement Management Director
Title



Date

**AGREEMENT FOR
WASTEWATER COLLECTION SYSTEM**

THIS AGREEMENT FOR WASTEWATER COLLECTION SYSTEM PROJECTS ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Miller Pipeline, LLC, a Indiana corporation authorized to do business in the State of Florida, whose address is 8850 Crawfordsville Road, Indianapolis, IN 46234, and whose Federal tax identification number is 35-1959522, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, the County intends to purchase construction services related to Wastewater Collection System from the Contractor for specific projects as determined by the County (the "Purchase"); and,

WHEREAS, the County issued a solicitation, RFP170241DLK on July 14, 2017 (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Contractor qualified to provide the necessary products and services; and,

WHEREAS, the County posted a Notice of Intended Decision Bid Action on October 11, 2017; and,

WHEREAS, the Contractor is one of a pool of firms approved to provide products and services for the Purchase, the County shall award projects as needed, and the Contractor understands and agrees that no work is guaranteed under this Agreement; and,

WHEREAS, the Contractor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

- A. The Contractor agrees to diligently provide all products and services for the Purchase in accordance with the Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Contractor shall comply strictly with all of the terms and conditions of the Solicitation, a copy of which is on file with the County's Department

of Procurement Management and is deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon execution by both the County and the Contractor, and shall continue for a period of two (2) years. The Agreement may be renewed for up to three (3) additional one (1) year periods upon mutual written agreement of the County and the Contractor.
- B. A Supplemental Task Authorization shall be issued by the County before commencement of any work or purchase of any goods related to this Agreement.
- C. Products and services shall be delivered in accordance with Supplemental Task Authorizations and Change Orders.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Contractor in accordance with the terms and conditions of this Agreement, and any Supplemental Task Authorizations issued hereunder, for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Contractor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Contractor shall not make any deliveries or perform any work under this Agreement until receipt of a Notice to Proceed from the County. Contractor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no Supplemental Task Authorizations. If a Supplemental Task Authorization is issued, the County reserves the right to amend, reduce, or cancel the work authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of nonappropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Contractor on fifteen (15) days' prior written notice, but failure to give such notice will be

of no effect and the County will not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Contractor in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., as amended from time to time, upon receipt of the Contractor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. Progress payments and final payment shall be paid in accordance with the Supplemental Task Authorization that authorizes the work.

V. MODIFICATIONS

No changes to this Agreement or the performance contemplated hereunder will be made unless the same are in writing and executed by both the Contractor and the County.

VI. LIABILITY OF CONTRACTOR

- A. The Contractor shall indemnify and hold harmless Lee 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 this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. CONTRACTOR'S INSURANCE

- A. Contractor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Contractor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Agreement. Insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida and shall possess a current A.M. Best's Financial Strength Rating of B+ Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management.

VIII. PERFORMANCE AND PAYMENT BOND(S)

- A. The Contractor shall procure performance and payment bond(s) in accordance with Exhibit D.

IX. RESPONSIBILITIES OF THE CONTRACTOR

- A. The Contractor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Contractor under this Agreement. The Contractor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Contractor specifically acknowledges its obligations to comply with §119.0701, F.S., as amended from time to time, with regard to public records, and shall:
 - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law;
 - 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
 - 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public

records disclosure requirements. All records stored electronically shall be provided to the County in a format that is compatible with the information technology system of the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901; publicrecords@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Contractor is, and will be, in the performance of all work, services and activities under this Agreement, an independent contractor. Contractor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement will be at all times, and in all places, subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County will be that of an independent contractor and not as employees of the County. The Contractor will be solely responsible for providing benefits and insurance to its employees.

X. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement will become the property of the County upon acceptance by the County.

XI. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Contractor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Contractor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement.
- C. The Contractor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" is deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XII. COMPLIANCE WITH APPLICABLE LAW

This Agreement will be governed by the laws of the State of Florida. Contractor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Contractor shall conduct no activity or provide any service that is unlawful or offensive.

XIII. TERMINATION

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Contractor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County will be responsible to Contractor only for fees and compensation earned by the Contractor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Contractor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Contractor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all Contractors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Contractor's obligations under this Agreement.

XIV. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and

waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Contractor will be required to continue all obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XV. STOP WORK ORDER

The County may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XIII.

In the event the County does not direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Agreement.

XVI. CONTRACTOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in a Supplemental Task Authorization) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Contractor shall pick up the product from the County at no

expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the County any money which has been paid for same.

- C. Contractor shall secure from the applicable third party manufacturers, and assign and pass through to the County, at no additional cost to the County, such warranties as may be available with respect to the equipment, parts and systems provided through the Purchase.

XVII. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the money due or to become due to the Contractor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement may not be construed to be and is not a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

Name: Jeff Newman
Title: Project Manager
Address: 8850 Crawfordsville Rd.
Indianapolis, IN 46234
Telephone: 317/653-5297
Facsimile: 317/293-8502
E-mail: Jeff.Newman@
millerpipeline.com

County's Representatives:

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>P.O. Box 398</u>	
	<u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- I. Any change in the County's or the Contractor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
1. Supplemental Task Authorization(s)
 2. Agreement
 3. Solicitation # RFP170241DLK
 4. Contractor's Submittal in Response to Solicitation # RFP170241DLK

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: Emy L. Belich

Print Name: Emy L. Belich

Miller Pipeline, LLC

Signed By: Douglas S. Banning, Jr.

Print Name: Douglas S. Banning, Jr.

Title: C.E.O.

Date: 12/1/17

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
CHAIR

DATE: 1-5-18

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: [Signature]
DEPUTY CLERK

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

Commissioner Cecil L Pendergrass
Lee County Board of County Commissioners
District 2



EXHIBIT A SCOPE OF SERVICES

Contractor shall provide wastewater collection system rehabilitation in accordance with the Solicitation and Supplemental Task Authorizations issued under this Agreement, if any. The total of all work performed under this contract shall not exceed \$1,000,000.00 per contract year.

A. Supplemental Task Authorizations

The term Supplemental Task Authorization refers to a written document executed by both parties under this Agreement setting forth and authorizing a limited number of services, tasks, or work for a specific project identified by the County. Such services, tasks, or work is consistent with and has previously been described by the Solicitation and this Agreement.

B. Award of Supplemental Task Authorizations

As provided by the Solicitation, individual projects may be awarded, and authorized via Supplemental Task Authorizations, to any of the firms approved by the Board of County Commissioners under that solicitation, but not exceed \$200,000.00 per individual project.

C. Change Orders To Supplemental Task Authorizations

A modification to a Supplemental Task Authorization may be authorized by a Change Order properly executed by both parties.

D. Additional Purchases

If the County requires the Contractor to perform additional services or provide additional product(s) related to this Agreement, then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be authorized by a Change Order to a Supplemental Task Authorization. The County will not pay for any additional service, work performed or product provided before a properly executed Change Order.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor will not be entitled to additional compensation.

E. Performance of Work under this Agreement

All work shall be provided and performed in accordance with the Technical Specifications of the Solicitation and as further described in any Supplemental Task Authorizations issued under this Agreement.

EXHIBIT B FEE SCHEDULE

Payment for actual work completed shall be made in accordance with the terms of this Agreement and any Supplemental Task Authorizations issued hereunder. All project pricing shall be determined by the rates established by the Contractor's Response to the Solicitation, attached hereto and incorporated herein as Attachment 1 to this Exhibit B. All quotes received by the County from the Contractor shall reflect pricing at or below the rates listed in this Exhibit B.

**EXHIBIT B – ATTACHMENT 1
FEE SCHEDULE**

Cost Schedule		
GROUP A		
EXCAVATED POINT REPAIRS		
ITEM NO.	DESCRIPTION	UNIT PRICE BID
A1	Point repair <u>lateral</u> , 4-inch and 6-inch gravity pipe (up to 6 feet in depth)	\$7,150.00
A2	Point repair <u>lateral</u> , 4-inch and 6-inch gravity pipe (6 to 8 feet in depth)	\$7,645.00
A3	Point repair <u>lateral</u> , 4-inch and 6-inch gravity pipe (8 to 10 feet in depth)	\$13,200.00
A4	Point repair <u>lateral</u> , 4-inch and 6-inch gravity pipe (10 to 12 feet in depth)	\$16,225.00
A5	Point repair <u>lateral</u> , 4-inch and 6-inch gravity pipe (12 to 14 feet in depth)	\$21,065.00
A6	Point repair <u>lateral</u> , 4-inch and 6-inch gravity pipe (14 to 16 feet in depth)	\$23,265.00
A7	Point repair <u>main</u> , 8-inch and 10-inch gravity pipe (up to 6 feet in depth)	\$7,260.00
A8	Point repair <u>main</u> , 8-inch and 10-inch gravity pipe (6 to 8 feet in depth)	\$7,755.00
A9	Point repair <u>main</u> , 8-inch and 10-inch gravity pipe (8 to 10 feet in depth)	\$13,310.00
A10	Point repair <u>main</u> , 8-inch and 10-inch gravity pipe (10 to 12 feet in depth)	\$16,335.00
A11	Point repair <u>main</u> , 8-inch and 10-inch gravity pipe (12 to 14 feet in depth)	\$21,175.00
A12	Point repair <u>main</u> , 12-inch and 15-inch gravity pipe (up to 6 feet in depth)	\$8,080.00

**EXHIBIT B – ATTACHMENT 1
FEE SCHEDULE**

A13	Point repair <u>main</u> , 12-inch and 15-inch gravity pipe (6 to 8 feet in depth)	\$8,575.00
A14	Point repair <u>main</u> , 12-inch and 15-inch gravity pipe (8 to 10 feet in depth)	\$14,130.00
A15	Point repair <u>main</u> , 12-inch and 15-inch gravity pipe (10 to 12 feet in depth)	\$17,155.00
A16	Point repair <u>main</u> , 12-inch and 15-inch gravity pipe (12 to 14 feet in depth)	\$22,000.00
A17	Point repair <u>main</u> , 12-inch and 15-inch gravity pipe (14 to 16 feet in depth)	\$24,150.00
A18	Point repair <u>main</u> , 18-inch through 24-inch gravity pipe (up to 8 feet in depth)	\$11,810.00
A19	Point repair <u>main</u> , 18-inch through 24-inch gravity pipe (8 to 12 feet in depth)	\$20,390.00
A20	Point repair <u>main</u> , 18-inch through 24-inch gravity pipe (12 to 16 feet in depth)	\$27,430.00
A21	Install polyethylene fused-on saddle (open trench)	\$330.00
A22	Work in rear-yard easement (items A1 through A20)	\$1,100.00
A23	Cleanout installation in grass area (up to 5 feet in depth)	\$935.00
A24	Cleanout installation in asphalt area (up to 5 feet in depth)	\$1,925.00
A25	Cleanout installation in concrete area (up to 5 feet in depth)	\$2,145.00
A26	Cleanout installation (beyond 5 feet in depth)	\$495.00

**EXHIBIT B – ATTACHMENT 1
FEE SCHEDULE**

A27	Work in rear-yard easement (items A23 to A26)	\$715.00
A28	Cleanout installation (open trench)	\$363.00
A29	Lateral T / Y replacement (open trench)	\$275.00
A30	Asphalt roadway replacement	\$165.00
A31	Asphalt pavement overlay (1-inch thick)	\$51.70
A32	Concrete sidewalk replacement	\$103.00
A33	Concrete curb and gutter replacement	\$97.00
A34	Asphalt driveway replacement	\$97.00
A35	Concrete driveway replacement	\$97.00
A36	Sod replacement	\$3.50
A37	Bypass pumping (8-inch and 10-inch sewer)	\$825.00
A38	Bypass pumping (12-inch and 15-inch sewer)	\$1,320.00
A39	Bypass pumping (18-inch through 24-inch sewer)	\$2,640.00
A40	Sewer <u>main cleaning and TV inspection</u> (8-inch through 12-inch)	\$2.00
A41	Sewer <u>main cleaning and TV inspection</u> (15-inch through 21-inch)	\$2.50
A42	Sewer <u>main cleaning and TV inspection</u> (21-inch through 24-inch)	\$2.75

**EXHIBIT B – ATTACHMENT 1
FEE SCHEDULE**

A43	Traffic control - flagman, each	\$55.00
A44	Traffic control - arrow board, each	\$38.50
A45	Traffic control - barricade, each	\$1.10
A46	Expedited mobilization	\$1,375.00
GROUP B		
CHEMICAL GROUTING		
ITEM NO.	DESCRIPTION	UNIT PRICE BID
B1	Test joints, 8-inch and 10-inch gravity pipe	\$33.00
B2	Test joints, 12-inch and 15-inch gravity pipe	\$33.00
B3	Test joints, 18-inch and 21-inch gravity pipe	\$44.00
B4	Test and seal joints, 8-inch and 10-inch gravity pipe	\$33.00
B5	Test and seal joints, 12-inch and 15-inch gravity pipe	\$33.00
B6	Test and seal joints, 18-inch and 21-inch gravity pipe	\$44.00
B7	Work in rear-yard easement (items B1 to B6)	\$385.00
B8	Chemical grout for sealing sewer joints	\$15.50
B9	Chemical root removal (8-inch through 12-inch)	\$3.50
B10	Chemical root removal (15-inch through 21-inch)	\$3.50

**EXHIBIT B – ATTACHMENT 1
FEE SCHEDULE**

B11	Grout / Seal lateral connection 8 & 10 main, 4&6-inch laterals (3' minimum)	\$275.00
B12	Grout / Seal lateral connection 12 & 15 main, 4&6-inch laterals (3' minimum)	\$302.50
B13	Grout / Seal lateral connection 18 & 24 main, 4&6-inch laterals (3' minimum)	\$330.00
B14	Work in rear-yard easement (items B11 to B13)	\$385.00
B15	Mechanical root or grease removal (12-inch and smaller)	\$4.00
B16	Mechanical root or grease removal (15-inch through 21-inch)	\$5.00
B17	Sewer <u>main cleaning and TV inspection</u> (8-inch through 12-inch)	\$2.00
B18	Sewer <u>main cleaning and TV inspection</u> (15-inch through 21-inch)	\$2.50
B19	Sewer <u>main cleaning and TV inspection</u> (21-inch through 24-inch)	\$2.75
B20	Bypass pumping (8-inch and 10-inch sewer)	\$550.00
B21	Bypass pumping (12-inch and 15-inch sewer)	\$3,850.00
B22	Bypass pumping (18-inch and 21-inch sewer)	\$8,800.00
B23	Expedited mobilization	\$3,850.00
GROUP C		
MANHOLE REPAIRS AND REPLACEMENT		
ITEM NO.	DESCRIPTION	UNIT PRICE BID

**EXHIBIT B – ATTACHMENT 1
FEE SCHEDULE**

C1	Replace Manhole Ring and Cover (in paved area)	\$1,210.00
C2	Replace Manhole Ring and Cover (in unpaved area)	\$880.00
C3	Realign Manhole Ring and Cover (in paved area)	\$550.00
C4	Realign Manhole Ring and Cover (in unpaved area)	\$440.00
C5	Provide and Install Manhole Coating/Liner (IET coating)	\$3,025.00
C6	Provide and Install Manhole Coating/Liner (Raven coating)	\$3,850.00
C7	Provide and Install Manhole Coating/Liner (ShurFlex coating)	\$3,300.00
C8	Repair Manhole bench and invert	\$550.00
C9	Replace Manhole bench and invert	\$1,100.00
C10	Remove Existing Coating/Liner	\$1,650.00
C11	Repair Existing Coating/Liner	\$550.00
C12	Repair Defect/Leak (4 to 8 feet in depth)	\$990.00
C13	Repair Defect/Leak (8 to 16 feet in depth)	\$1,760.00
C14	Work in rear-yard easement (items C1 through C13)	\$385.00

**EXHIBIT B – ATTACHMENT 1
FEE SCHEDULE**

C15	Install new drop connection precast concrete 48-inch-diameter sewer manhole (up to 4 feet in depth)	\$1,100.00
C16	Install new drop connection precast concrete 48-inch-diameter sewer manhole (4 to 6 feet in depth)	\$1,100.00
C17	Install new drop connection precast concrete 48-inch-diameter sewer manhole (6 to 8 feet in depth)	\$1,100.00
C18	Install new drop connection precast concrete 48-inch-diameter sewer manhole (8 to 10 feet in depth)	\$1,100.00
C19	Install new drop connection precast concrete 48-inch-diameter sewer manhole (10 to 12 feet in depth)	\$1,375.00
C20	Install new drop connection precast concrete 48-inch-diameter sewer manhole (12 to 14 feet in depth)	\$1,375.00
C21	Install new drop connection precast concrete 48-inch-diameter sewer manhole (14 to 16 feet in depth)	\$1,375.00
C22	Work in rear-yard easement (items C15 through C24)	\$385.00
C23	Asphalt roadway replacement	\$165.00
C24	Asphalt pavement overlay (1-inch thick)	\$51.70
C25	Concrete sidewalk replacement	\$103.00

**EXHIBIT B – ATTACHMENT 1
FEE SCHEDULE**

C26	Concrete curb and gutter replacement	\$97.00
C27	Asphalt driveway replacement	\$97.00
C28	Concrete driveway replacement	\$97.00
C29	Sod replacement	\$3.50
C30	Bypass pumping (8-inch and 10-inch sewer)	\$165.00
C31	Bypass pumping (12-inch and 15-inch sewer)	\$275.00
C32	Bypass pumping (18-inch and 21-inch sewer)	\$302.50
C33	Traffic control - flagman, each	\$55.00
C34	Traffic control - arrow board, each	\$44.00
C35	Traffic control - barricade, each	\$1.10
C36	Expedited mobilization	\$550.00
GROUP D		
SECTIONAL AND LATERAL LINERS		
ITEM NO.	DESCRIPTION	UNIT PRICE BID
D1	Install cured-in-place sectional pipe liners, 6-inch to 12-inch diameter	\$3,630.00

**EXHIBIT B – ATTACHMENT 1
FEE SCHEDULE**

	(up to 6 feet in length, all depths)	
D2	Install cured-in-place <u>sectional pipe</u> liners, 6-inch to 12-inch diameter (per linear foot beyond 6 feet in length, all depths)	\$82.50
D3	Install cured-in-place <u>sectional pipe</u> liners, 15-inch to 18-inch diameter (up to 6 feet in length, all depths)	\$5,841.00
D4	Install cured-in-place <u>sectional pipe</u> liners, 15-inch to 18-inch diameter (per linear foot beyond 6 feet in length, all depths)	\$93.50
D5	Install cured-in-place <u>sectional pipe</u> liners, 21-inch diameter (up to 6 feet in length, all depths)	\$7,590.00
D6	Install cured-in-place <u>sectional pipe</u> liners, 21-inch diameter (per linear foot beyond 6 feet in length, all depths)	\$108.00
D7	Work in rear-yard easement (items E1 through E6)	\$330.00
D8	Reinstate laterals and grout annular space	\$475.00
D9	Sewer <u>main cleaning and TV inspection</u> (8-inch through 12-inch)	\$2.00
D10	Sewer <u>main cleaning and TV inspection</u> (15-inch through 21-inch)	\$2.50
D11	Sewer <u>main cleaning and TV inspection</u> (21-inch through 24-inch)	\$2.75

**EXHIBIT B – ATTACHMENT 1
FEE SCHEDULE**

D12	FCLRL – Cured-in-Place <u>Lateral Liner</u> 6-inch to 10- inch main, 4 & 6-inch lateral pipe, up to 15 linear feet. (all depths)	\$3,272.50
D13	FCLRL – Cured-in-Place <u>Lateral Liner</u> 12-inch to 15-inch main, 4 & 6-inch lateral pipe, up to 15 linear feet. (all depths)	\$3,465.00
D14	FCLRL – Cured-in-Place <u>Lateral Liner</u> 18-inch to 21-inch main, 4 & 6-inch lateral pipe, up to 15 linear feet. (all depths)	\$3,740.00
D15	FCLRL – Cured-in-Place <u>Lateral Liner</u> 24-inch main, 4 & 6-inch lateral pipe, up to 15 linear feet. (all depths)	\$4,125.00
D16	FCLRL – Cured-in-Place MH <u>Drop Liner</u> 8-inch to 15-inch main, 8-inch to 10-inch manhole drop connection, up to 12 linear feet of drop. (all depths)	\$3,272.50
D17	Lateral Liner 4 & 6-inch pipe, greater than 15 linear feet all depths. (all depths)	\$42.00
D18	Install CIP liner in 4-inch to 6-inch laterals, all depths (includes 15 feet of lateral)	\$2,090.00
D19	Install CIP liner in 4-inch to 6-inch laterals, all depths (per linear foot beyond 15 feet of lateral pipe)	\$42.00
D20	Install Full-Circle CIP mainline/lateral connection interface seal (minimum 3') in 6 - 10- inch main with 4-inch to 6-inch laterals, all depths.	\$2,805.00

**EXHIBIT B – ATTACHMENT 1
FEE SCHEDULE**

D21	Install Full-Circle CIP mainline/lateral connection interface seal (minimum 3') in 12 - 21-inch main with 4-inch to 6-inch laterals, all depths.	\$3,135.00
D22	Install Full-Circle CIP mainline/lateral connection interface seal 6-inch to 10-inch main, 4-inch & 6-inch lateral pipe, up to <u>6-inches of lateral piping</u> , all depths.	\$2,640.00
D23	Install Full-Circle CIP mainline/lateral connection interface seal 12-inch to 21-inch main, 4-inch & 6-inch lateral pipe, up to <u>6-inches of lateral piping</u> , all depths.	\$2,970.00
D24	Transitional Liner 6-inch to 4-inch.	\$330.00
D25	Coating Removal / Surface Preparation (Items D20 and D21)	\$440.00
D26	Work in rear-yard easement (items D12 through D21)	\$330.00
D27	Sewer <u>Lateral TV inspection</u> from main w/ P&T Camera (up to 30 feet)	\$192.50
D28	Sewer <u>Lateral TV inspection</u> from main (beyond 30 feet)	\$1.10
D29	Sewer <u>Lateral TV inspection</u> from cleanout w/P&T Camera (up to 30 feet)	\$192.50
D30	Sewer <u>Lateral TV inspection</u> from cleanout (beyond 30 feet)	\$1.10
D31	Cleanout installation in grass area (up to 5 feet in depth)	\$1,045.00

**EXHIBIT B – ATTACHMENT 1
FEE SCHEDULE**

D32	Cleanout installation in asphalt area (up to 5 feet in depth)	\$1,210.00
D33	Cleanout installation in concrete area (up to 5 feet in depth)	\$1,320.00
D34	Cleanout installation (beyond 5 feet in depth)	\$275.00
D35	Work in rear-yard easement (items D25 through D32)	\$330.00
D36	Lateral Pipe Grouting, to facilitate proper lateral liner installation.	\$495.00
D37	Lateral Pipe Testing. (10% of installations)	\$880.00
D38	Mechanical Root or Grease Removal (10-inch and smaller)	\$4.00
D39	Mechanical Tuberculation Removal (10-inch or smaller)	\$16.50
D40	Bypass pumping (8-inch and 10-inch sewer)	\$550.00
D41	Bypass pumping (12-inch and 15-inch sewer)	\$3,850.00
D42	Bypass pumping (18-inch and 24-inch sewer)	\$8,800.00
D43	Traffic control - flagman, each	\$55.00
D44	Traffic control - arrow board, each	\$44.00
D45	Traffic control - barricade, each	\$1.10
D46	Expedited mobilization	\$825.00
GROUP E		
CIP Mainline Pipe Lining		
ITEM NO.	DESCRIPTION	UNIT PRICE BID

**EXHIBIT B – ATTACHMENT 1
FEE SCHEDULE**

E1	Install cured-in-place liner, 18-inch diameter gravity mains (8 to 12 feet in depth)	\$95.00
E2	Install cured-in-place liner, 18-inch diameter gravity mains (12 to 16 feet in depth)	\$95.00
E3	Install cured-in-place liner, 21-inch diameter gravity mains (8 to 12 feet in depth)	\$105.00
E4	Install cured-in-place liner, 21-inch diameter gravity mains (12 to 16 feet in depth)	\$105.00
E5	Install cured-in-place liner, 24-inch diameter gravity mains (8 to 12 feet in depth)	\$115.00
E6	Install cured-in-place liner, 24-inch diameter gravity mains (12 to 18 feet in depth)	\$115.00
E7	Install cured-in-place liner, 30-inch diameter gravity mains (8 to 12 feet in depth)	\$200.00
E8	Install cured-in-place liner, 30-inch diameter gravity mains (12 to 18 feet in depth)	\$200.00
E9	Work in Rear-Yard Easement (items E1 to E8)	\$605.00
E10	Reinstate Laterals and Grout annular space	\$475.00
E11	Protruding service connection removed by internal means	\$264.00
E12	Mechanical Root or Grease Removal (12-inch and smaller)	\$4.00

**EXHIBIT B – ATTACHMENT 1
FEE SCHEDULE**

E13	Mechanical Root or Grease Removal (15-inch through 24-inch)	\$5.00
E14	Mechanical Tuberculation Removal (12-inch or smaller)	\$16.50
E15	Mechanical Tuberculation Removal (15-inch through 18-inch)	\$22.00
E16	Mechanical Tuberculation Removal (21-inch through 30-inch)	\$33.00
E17	Sewer <u>main cleaning and TV inspection</u> (6-inch through 12-inch)	\$2.00
E18	Sewer <u>main cleaning and TV inspection</u> (15-inch through 18-inch)	\$2.50
E19	Sewer <u>main cleaning and TV inspection</u> (21-inch through 30-inch)	\$3.50
E20	Bypass Pumping (6-inch through 12-inch sewer)	\$550.00
E21	Bypass Pumping (15-inch and 18-inch sewer)	\$3,850.00
E22	Bypass Pumping (18-inch through 30-inch sewer)	\$8,800.00
E23	Traffic control - flagman, each	\$55.00
E24	Traffic control - arrow board, each	\$44.00
E25	Traffic control - barricade, each	\$1.10
E26	Expedited mobilization	\$3,850.00
E27	Consideration for Indemnification	\$4,400.00
GROUP F		
Form and Form Pipe Lining		

**EXHIBIT B – ATTACHMENT 1
FEE SCHEDULE**

ITEM NO.	DESCRIPTION	UNIT PRICE BID
F1	Install Fold and Form liner, 8-inch diameter gravity mains (all depths)	\$30.00
F2	Install Fold and Form liner, 10-inch diameter gravity mains (all depths)	\$32.00
F3	Install Fold and Form liner, 12-inch diameter gravity mains (all depths)	\$34.00
F4	Install Fold and Form liner, 15-inch diameter gravity mains (all depths)	\$57.00
F5	Reinstate Laterals and Grout annular space	\$475.00
F6	Work in Rear-Yard Easement (items F1 & F4)	\$605.00
F7	Protruding service connection removed by internal means	\$264.00
F8	Sewer main cleaning and TV inspection (8-inch through 12-inch)	\$2.00
F9	Sewer main cleaning and TV inspection (15-inch through 21-inch)	\$2.50
F10	Sewer main cleaning and TV inspection (21-inch through 24-inch)	\$2.75
F11	Mechanical Root or Grease Removal (12-inch or smaller)	\$3.75
F12	Mechanical Tuberculation Removal (12-inch or smaller)	\$16.50
F13	Bypass Pumping (6-inch through 10-inch sewer)	\$550.00
F14	Bypass Pumping (12-inch and 15-inch sewer)	\$3,850.00

**EXHIBIT B – ATTACHMENT 1
FEE SCHEDULE**

F15	Bypass Pumping (18-inch and 24-inch sewer)	\$8,800.00
F16	Traffic control - flagman, each	\$55.00
F17	Traffic control - arrow board, each	\$44.00
F18	Traffic control - barricade, each	\$1.10
F19	Expedited mobilization	\$4,180.00

EXHIBIT C

INSURANCE REQUIREMENTS

Minimum Insurance Requirements: Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Contractor's interest or liabilities. The following are the required minimums the Contractor shall maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided.

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence

\$2,000,000 general aggregate

\$1,000,000 products and completed operations

\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)

\$500,000 bodily injury per person

\$1,000,000 bodily injury per accident

\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, as amended from time to time, encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident

\$500,000 disease limit

\$500,000 disease – policy limit

EXHIBIT C INSURANCE REQUIREMENTS

***The required minimum limit of liability shown in a and b may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."**

Verification of Coverage:

Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. The certificate holder shall read as follows:

Lee County Board of County Commissioners

P.O. Box 398

Fort Myers, Florida 33902

- b. ***"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.***

Special Requirements:

1. It is the responsibility of the Contractor to insure that all subcontractors comply with all insurance requirements.

EXHIBIT D

PERFORMANCE AND PAYMENT BONDS

For each Supplemental Task Authorization authorizing work for a cost of \$100,000.00 or more, the Contractor shall procure performance and payment bonds in accordance with this Agreement and the Solicitation.

- A. In accordance with Chapter 255.05, Florida Statutes, as may be amended from time to time, and Lee County Ordinance 95-2-102, as may be amended from time to time, public performance and payment bonds are to be issued in a sum equal to one-hundred (100%) percent of the total awarded Supplemental Task Authorization amount by a surety company considered satisfactory by Lee County and otherwise authorized to transact business in the State of Florida.
- B. Any bonding company submitting a performance and payment bond to Lee County Government shall be licensed to transact a fidelity and surety business in the State of Florida.
- C. Public performance and payment bonds shall be properly executed by the Surety Company and Contractor and recorded with the Lee County Clerk of Court within seven (7) calendar days after notification by Lee County of the approval to award the Supplemental Task Authorization. The Contractor is responsible for all fees and charges associated with the bonds, including the cost of recording.
- D. A clean irrevocable letter of credit or cash bond may be accepted by the County in lieu of the public performance and payment bonds.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
03/29/2017

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).

PRODUCER Willis of Minnesota, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378 E-MAIL ADDRESS: certificates@willis.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: Axis Surplus Insurance Company INSURER C: American Zurich Insurance Company INSURER D: INSURER E: INSURER F:
INSURED Miller Pipeline, LLC Miller Pipeline Corp. 8850 Crawfordsville Rd. Indianapolis, IN 46234-1559	NAIC# 16535-000 26620-002 40142-001

COVERAGES

CERTIFICATE NUMBER: 25349663

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		GLO9242201-05	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED Auto <input checked="" type="checkbox"/> \$100 Comp \$1000 Coll			BAP9242202-06	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EAU758748/01/2017	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC9242205-05	4/1/2017	4/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater			CPP924227905	4/1/2017	4/1/2018	\$1,000,000 \$1,000,000 \$1,000,000 \$10,000 Jobsite Temp. Storage Transit Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Employers Liability for the Monopolistic States of ND, OH, WA & WY is provided in the Workers' Compensation policy. Statutory coverage is not included.

Certificate Holder is Additional Insured with respect to the General Liability coverage when required by written contract executed prior to loss.

CERTIFICATE HOLDER**CANCELLATION**

Lee County Board of County Commissioners P.O. Box 398 Fort Myers, FL 33902	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Coll:5053727 Tpl:2135261 Cert:25349663 © 1988-2015 ACORD CORPORATION. All rights reserved.

Policy Number:
GLO 9242201-05

ENDORSEMENT

Named Insured: Miller Pipeline LLC; Minnesota Limited, LLC **Zurich American Insurance Company**
Effective Date: 04/01/17 – 04/01/18
12:01 A.M., Standard Time

Agent Name: Willis of MN

Agent No.: 34937000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

ADDITIONAL INSURED-AUTOMATIC-OWNERS, LESSEES OR CONTRACTORS

- A. SECTION II – WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN ADDITIONAL INSURED ANY PERSON OR ORGANIZATION WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED ON THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED BY YOU BUT ONLY WITH RESPECT TO LIABILITY FOR "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" IF:**
- 1. THE WRITTEN CONTRACT OR WRITTEN AGREEMENT SPECIFICALLY REQUIRES THAT YOU PROVIDE THAT THE PERSON OR ORGANIZATION BE NAMED AS AN ADDITIONAL INSURED UNDER THE INSURANCE SERVICES OFFICE (ISO) ISO CG20 10 10/01 EDITION OR THE ISO CG20 37 10/01 EDITION, THEN SUCH PARTY IS AN ADDITIONAL INSURED ONLY TO THE EXTENT THAT "BODILY INJURY" "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" ARISES OUT OF YOUR ONGOING OPERATIONS OR "YOUR WORK", WHICH IS THE SUBJECT OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT; OR**
- 2. EXCEPT AS PROVIDED IN 1. ABOVE, IF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT REQUIRE THAT YOU PROVIDE THAT THE PERSON OR ORGANIZATION BE NAMED AS AN ADDITIONAL INSURED SUCH PARTY IS AN ADDITIONAL INSURED ONLY TO THE EXTENT THAT "BODILY INJURY" "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" IS CAUSED, IN WHOLE OR IN PART BY,**
- A. YOUR ACTS OR OMISSIONS; OR**
- B. THE ACTS OR OMISSIONS OF THOSE ACTING ON YOUR BEHALF,**

IN THE PERFORMANCE OF YOUR ONGOING OPERATIONS OR "YOUR WORK" WHICH IS THE SUBJECT OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT;

HOWEVER, THE INSURANCE AFFORDED TO SUCH ADDITIONAL INSURED:

- 1. ONLY APPLIES TO THE EXTENT PERMITTED BY LAW;**
- 2. WILL NOT BE BROADER THAN THAT WHICH YOU ARE REQUIRED BY THE WRITTEN CONTRACT OR WRITTEN AGREEMENT TO PROVIDE FOR SUCH ADDITIONAL INSURED;**
- 3. ONLY APPLIES IF THE "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" OCCUR SUBSEQUENT TO YOUR EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT; AND**
- 4. DOES NOT APPLY TO "BODILY INJURY" OR "PROPERTY DAMAGE" CAUSED BY "YOUR WORK" AND INCLUDED WITHIN THE "PRODUCTS-COMPLETED OPERATIONS HAZARD" UNLESS THE WRITTEN CONTRACT OR WRITTEN AGREEMENT SPECIFICALLY REQUIRES THAT YOU PROVIDE SUCH COVERAGE. IF THE MINIMUM TIME PERIOD FOR PROVIDING SUCH COVERAGE IN THE WRITTEN CONTRACT OR WRITTEN AGREEMENT ENDS PRIOR TO OR DURING THE POLICY PERIOD, SUCH COVERAGE WOULD NOT BE AVAILABLE AFTER THAT MINIMUM TIME PERIOD.**

B. WITH RESPECT TO THE INSURANCE AFFORDED TO THESE ADDITIONAL INSURED, THE FOLLOWING ADDITIONAL EXCLUSION APPLIES:

THIS INSURANCE DOES NOT APPLY TO:

"BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" ARISING OUT OF THE RENDERING OF, OR FAILURE TO RENDER, ANY PROFESSIONAL ARCHITECTURAL, ENGINEERING OR SURVEYING SERVICES INCLUDING:

- A. THE PREPARING, APPROVING OR FAILING TO PREPARE OR APPROVE MAPS, SHOP DRAWINGS, OPINIONS, REPORTS, SURVEYS, FIELD ORDERS, CHANGE ORDERS OR DRAWINGS AND SPECIFICATIONS; OR**
- B. SUPERVISORY, INSPECTION, ARCHITECTURAL OR ENGINEERING ACTIVITIES.**

THIS EXCLUSION APPLIES EVEN IF THE CLAIMS AGAINST ANY INSURED ALLEGE NEGLIGENCE OR OTHER WRONGDOING IN THE SUPERVISION, HIRING, EMPLOYMENT, TRAINING OR MONITORING OF OTHERS BY THAT INSURED, IF THE "OCCURRENCE" WHICH CAUSED THE "BODILY INJURY" OR "PROPERTY DAMAGE", OR THE OFFENSE WHICH CAUSED THE "PERSONAL AND ADVERTISING INJURY", INVOLVED THE RENDERING OF OR THE FAILURE TO RENDER ANY PROFESSIONAL ARCHITECTURAL, ENGINEERING OR SURVEYING SERVICES.

C. THE FOLLOWING IS ADDED TO PARAGRAPH 2. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT OF SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

THE ADDITIONAL INSURED MUST SEE TO IT THAT:

1. WE ARE NOTIFIED AS SOON AS PRACTICABLE OF AN "OCCURRENCE" OR OFFENSE THAT MAY RESULT IN A CLAIM;

2. WE RECEIVE WRITTEN NOTICE OF A CLAIM OR "SUIT" AS SOON AS PRACTICABLE; AND

3. A REQUEST FOR DEFENSE AND INDEMNITY OF THE CLAIM OR "SUIT" WILL PROMPTLY BE BROUGHT AGAINST ANY POLICY ISSUED BY ANOTHER INSURER UNDER WHICH THE ADDITIONAL INSURED MAY BE AN INSURED IN ANY CAPACITY. THIS PROVISION DOES NOT APPLY TO INSURANCE ON WHICH THE ADDITIONAL INSURED IS A NAMED INSURED IF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT REQUIRES THAT THIS COVERAGE BE PRIMARY AND NON-CONTRIBUTORY.

D. FOR THE PURPOSES OF THE COVERAGE PROVIDED BY THIS ENDORSEMENT:

1. THE FOLLOWING IS ADDED TO THE OTHER INSURANCE CONDITION OF SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

PRIMARY AND NONCONTRIBUTORY INSURANCE

THIS INSURANCE IS PRIMARY TO AND WILL NOT SEEK CONTRIBUTION FROM ANY OTHER INSURANCE AVAILABLE TO AN ADDITIONAL INSURED PROVIDED THAT:

A. THE ADDITIONAL INSURED IS A NAMED INSURED UNDER SUCH OTHER INSURANCE; AND

B. YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT THAT THIS INSURANCE BE PRIMARY AND NOT SEEK CONTRIBUTION FROM ANY OTHER INSURANCE AVAILABLE TO THE ADDITIONAL INSURED.

2. THE FOLLOWING PARAGRAPH IS ADDED TO PARAGRAPH 4.B. OF THE OTHER INSURANCE CONDITION OF SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

THIS INSURANCE IS EXCESS OVER:

ANY OF THE OTHER INSURANCE, WHETHER PRIMARY, EXCESS, CONTINGENT OR ON ANY OTHER BASIS, AVAILABLE TO AN ADDITIONAL INSURED, IN WHICH THE ADDITIONAL INSURED ON OUR POLICY IS ALSO COVERED AS AN ADDITIONAL INSURED ON ANOTHER POLICY PROVIDING COVERAGE FOR THE SAME "OCCURRENCE", OFFENSE, CLAIM OR "SUIT". THIS PROVISION DOES NOT APPLY TO ANY POLICY IN WHICH THE ADDITIONAL INSURED IS A NAMED INSURED ON SUCH OTHER POLICY AND WHERE OUR POLICY IS REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO PROVIDE COVERAGE TO THE ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS.

E. THIS ENDORSEMENT DOES NOT APPLY TO AN ADDITIONAL INSURED WHICH HAS BEEN ADDED TO THIS POLICY BY AN ENDORSEMENT SHOWING THE ADDITIONAL INSURED IN A SCHEDULE OF ADDITIONAL INSUREDS, AND WHICH ENDORSEMENT APPLIES SPECIFICALLY TO THAT IDENTIFIED ADDITIONAL INSURED.

F. WITH RESPECT TO THE INSURANCE AFFORDED TO THE ADDITIONAL INSURED UNDER THIS ENDORSEMENT, THE FOLLOWING IS ADDED TO SECTION III – LIMITS OF INSURANCE:

THE MOST WE WILL PAY ON BEHALF OF THE ADDITIONAL INSURED IS THE AMOUNT OF INSURANCE:

- 1. THAT IS THE LEAST AMOUNT MINIMALLY REQUIRED BY THE WRITTEN CONTRACT OR WRITTEN AGREEMENT REFERENCED IN PARAGRAPH A. OF THIS ENDORSEMENT; OR**
- 2. AVAILABLE UNDER THE APPLICABLE LIMITS OF INSURANCE SHOWN IN THE DECLARATIONS, WHICHEVER IS LESS. IF THE MINIMUM AMOUNT OF INSURANCE REQUIRED BY THE WRITTEN CONTRACT OR WRITTEN AGREEMENT FOR GENERAL LIABILITY COVERAGE IS LESS THAN THE LIMITS OF INSURANCE SHOWN IN THE DECLARATIONS BUT THE WRITTEN CONTRACT OR WRITTEN AGREEMENT REQUIRES UMBRELLA OR EXCESS COVERAGE, WE WILL INCLUDE THAT REQUIREMENT IN OUR ASSESSMENT OF THE MINIMUM AMOUNT OF INSURANCE. THIS ENDORSEMENT SHALL NOT INCREASE THE APPLICABLE LIMITS OF INSURANCE SHOWN IN THE DECLARATIONS.**

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



ZURICH®

Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO9242201-05	4/1/2017	4/1/2018		34937000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.



Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP9242202-06	4/1/2017	4/1/2018		34937000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

**PART SIX
CONDITIONS****Blanket Notification to Others of Cancellation or Nonrenewal**

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured Miller Pipeline;Minnesota Limited

Policy No. WC9242205-05

Endorsement No.
Premium \$

Insurance Company American Zurich Insurance Company