

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20020941

1. REQUESTED MOTION:

ACTION REQUESTED: Decrease the approved piggybacking amount from Charlotte County, Bid #00-281/Contract 2000000281, for Wastewater Collection System Sewer Rehabilitation, to Azurix North American Underground Infrastructure Inc. in the amount of \$187,692.00 and approve the utilization of piggybacking from the City of Orlando, Bid #199-1310 for Sanitary Sewer Line & Manhole Rehabilitation, for approximately 4,000 LF of Gravity Sewer Mains in Waterway Estate, with Griner's Pipeline Services A Division of ADS Corporation, in the not-to-exceed amount of \$180,000.00.

WHY ACTION IS NECESSARY: In accordance with the Lee County Contract Manual, approved by the Board on September 25, 2001, Section 5: Unique Services, 5.0 Piggybacking, the Board must approve all piggyback services over \$50,000.00.

WHAT ACTION ACCOMPLISHES: This will allow the department to utilize 2 different contractors, while saving additional money. By allowing the department to piggyback onto the Charlotte County and City of Orlando contract it will allow Lee County Utilities to complete the needed slip-lining as quickly as possible and with an estimated savings of \$22,500 per year in operating costs and a reduction of 0.025MGD of groundwater going into our system.

2. DEPARTMENTAL CATEGORY:

10. Utilities

COMMISSION DISTRICT #: *CW*

C10E

3. MEETING DATE:

08-27-2002

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE *AC-4-4*
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT *Public Works*
- C. DIVISION *Utilities*
- BY: *Rick Diaz, Director*

[Signature]
8/13/02

7. BACKGROUND:

On May 7, 2002, the Board approved the authorization to piggyback from Charlotte County Bid #00-281/Contract #2000000281, for Wastewater Collection System Sewer Rehabilitation to Slip-line approx. 11,459 LF of Gravity Sewer Mains in Waterway Estates, with Azurix North America Underground Infrastructure in the amount of \$487,692.00.

After Board approval, Lee County Utilities was contacted by another contractor, Griner's Pipeline Services, advising that they too have a contract but with the City of Orlando providing the same services and at a less cost. After contacting the City of Orlando and other references Lee County Utilities has decided to split the work with 2 separate contractors, to take advantage of a cost savings to Lee County. We are therefore, requesting the Board decrease the amount previously award to Azurix and approve the utilization of the Piggybacking from the City of Orlando, with Griner Pipeline Services.

- Attachments: 1. Board approved Blue Sheet #20020435 3. Authorization letter from City of Orlando
2. Letter of approval from Azurix 4. Orlando Contract with Griner

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	Risk	GC	
<i>[Signature]</i> <i>8/13/02</i>	<i>[Signature]</i> <i>8/13/02</i>	<i>N/A</i>	<i>N/A</i>	<i>[Signature]</i> <i>8/15/02</i>	<i>[Signature]</i> <i>8-15-02</i>	<i>[Signature]</i> <i>8/15/02</i>	<i>[Signature]</i> <i>09/15/02</i>	<i>[Signature]</i> <i>8/15/02</i>	<i>[Signature]</i> <i>8-14-02</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *8/14/02*
Time: *3:15pm*
Forwarded To:
Budget
8/15/02 9:22am

RECEIVED BY
COUNTY ADMIN. *DL*
8/15 9:35
COUNTY ADMIN.
FORWARDED TO:
8/15 4:10

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20020435

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the utilization of piggybacking from Charlotte County, Bid #00-281/Contract #2000000281, for Wastewater Collection System Sewer Rehabilitation to Slip-line approx. 11,459 LF of Gravity Sewer Mains in Waterway Estates, with Azurix North America Underground Infrastructure Inc., in the amount of \$487,692.000.

WHY ACTION IS NECESSARY: In accordance with the Lee County Contract Manual, Section 5: Unique Services, 5.0 Piggybacking, The Board must approve all piggyback services over \$50,000.00.

WHAT ACTION ACCOMPLISHES: By allowing the department to piggyback onto the Charlotte County contract it will provide Lee County Utilities to complete the needed services before the rainy season arrives and with an estimated savings of \$22,500 per year in operating costs and a reduction of 0.025MGD of groundwater going into our system.

2. DEPARTMENTAL CATEGORY:

10. Utilities

COMMISSION DISTRICT #:

C101

3. MEETING DATE:

05-07-2002

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE AC-4-4
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT Public Works
- C. DIVISION Utilities
- BY: Rick Diaz, Director

[Handwritten Signature]
4/22/02

7. BACKGROUND:

The Contracts Management office received a request from Lee County Utilities to utilize piggybacking from Charlotte County, Bid# 00-281/Contract #2000000281, for Wastewater Collection System Sewer Rehabilitation to Slip-line approx. 11,459 LF of Gravity Sewer Mains in Waterway Estates.

Section 5: Unique Services, 5.0 Piggybacking, of the Lee County Contract Manual allows Lee County to utilize the bids of other Governmental entities as long as the procurement has gone through their competitive bidding process.

Lee County Utilities and Contracts Management have reviewed and verified the documents used. In addition, permission has been Received from Charlotte County to utilize this bid. Therefore, approval is requested to utilize piggybacking from the Charlotte County Bid, which has gone through their formal bid process, for Wastewater Collection System Sewer Rehabilitation. Lee County Utilities Will utilize this bid to slip-line approximately 11,459 LF of gravity sewer mains in Waterway Estates, with Azurix North America Underground Infrastructure Inc., in the amount of \$487,692.000. The contractor will be required to execute the County's standard Construction contract, provide a public construction bond and insurance.

Funds are available in account #20724848720.506310 and

Attachments: 1. Department request to piggyback

#20724748720.506310

2. Charlotte County Approval & Contract

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	Risk	GC	
<i>[Signature]</i> 4/23/02	<i>[Signature]</i> 4/22/02	N/A		<i>[Signature]</i> 4/23/02 P.M.	<i>[Signature]</i> 4/24/02	<i>[Signature]</i> 4/22/02	<i>[Signature]</i> 4/24	<i>[Signature]</i> 4-24-02	<i>[Signature]</i> 4.23.02

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY
COUNTY ADMIN.
4/23/02
4:30pm
COUNTY ADMIN.
4/25 230

RECVS. 4/23/02
by CO. ATTY.
3:30pm
CO. ATTY. 4/23/02
FORWARDED TO:
Budget
3:50pm



Azurix North America
Underground Infrastructure, Inc.
109 Applewood Drive
Longwood, FL 32750-3450
Telephone (407) 260-9668
Fax (407) 260-9318
FL# CU C023665

June 21, 2002

Mr. Michael G. Crompton, P.E., MPA
PE II, Utilities Engineer
Lee County Environmental Services Department
Utilities Division
1500 Monroe Street
P.O. Box 398
Ft. Myers, Florida 33902-0398


Re: Sanitary Sewer Rehabilitation
Charlotte County RFB/Contract #2000000281

Dear Mr. Crompton:

This letter is to confirm that Azurix North America Underground Infrastructure, Inc. is willing to extend to Lee County the U-Liner™ unit prices contained within the referenced Charlotte County Contract for a minimum 7,000 LF of gravity sewer rehabilitation and associated lateral service reconnections.

Please contact me at 1-800-547-6193 if you require additional information.

Sincerely,


Michael Cannon, P.E.
Vice President

cc: Vic Buscaino



CITY OF ORLANDO

June 19, 2002

Mike Crumpton
Lee County Utilities Division
1500 Monroe Street, 3rd Floor
Fort Myers, FL 33901

Subject: Annual Agreement for Sanitary Sewer Lining, Manhole Rehabilitation,
BI99-1310

Dear Mr. Crumpton:

Authorization is hereby granted for the Lee County Utilities Division to use the pricing, terms and conditions of the subject Agreement with ADS Environmental Services, Inc., dba Griner's Pipeline Services.

Sincerely,

Jon Mead, C.P.M., Director
Office of Purchasing and Materials Management

JM/jo

Cc: Ed Weidner, Purchasing Agent III
Griner's Pipeline Services

**ANNUAL AGREEMENT FOR SANITARY SEWER LINE AND
MANHOLE REHABILITATION**

THIS AGREEMENT, made this 30 day of September, 1999, by and between the City of Orlando, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "City" and Griner's Pipeline Services, Inc., hereinafter referred to as the "Contractor", for the term specified herein, with the City having the option of extending this Agreement for another period of time, upon a mutual agreement of the parties, agree as follows:

WITNESSETH:

I. SCOPE

The Contractor is to perform the Work as defined in the Invitation to Bid and amendments, if any, the Invitation to Bid and any amendments thereto being attached hereto as Exhibit "A", incorporated by reference herein and made a part thereof as fully as if herein set forth.

Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work. Specifically, the Contractor is hereby awarded Items 3 through 26, as Secondary Contractor.

II. TERM OF AGREEMENT

The period of this Agreement shall be for twelve (12) months, beginning on October 15, 1999 and ending on October 14, 2000. This Agreement may, by mutual written assent of the parties, be extended for two (2) additional twelve (12) month periods or portions thereof, up to a cumulative total of thirty-six (36) months.

III. COMPENSATION

The Contractor agrees to provide the services, equipment and materials as specified in its bid to the City at the cost specified in said bid and amendments, if any, the bid and any amendments thereto being attached hereto as Exhibit "B", incorporated by reference herein and made a part hereof as fully as if herein set forth.

The amount as specified in Exhibit "B", may be increased or decreased by the City under the Extra Work provision of this Agreement, through the issuance of an Addendum, if applicable.

Any prices specified in this Agreement or Addendum thereto, will remain firm for the term of this Agreement or Addendum.

IV. PAYMENT

All invoices received by the City are payable within thirty (30) days from receipt, provided they have first been approved by the using department, and such department has accepted the Work. The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using department.

All invoices shall be directed to the Accounts Payable Section, City of Orlando, 400 South Orange Avenue, Orlando, Florida, 32801-3302.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY AGREEMENT NUMBER AS STATED HEREIN.

V. GENERAL CONDITIONS

A. Patents and Copyrights

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

B. Termination for Default

1. The performance of Work under this Agreement may be terminated by the Director of Purchasing, in whole or in part, in writing, whenever the Director of Purchasing shall determine that the Contractor has failed to meet the performance requirements of this Agreement.
2. The Director of Purchasing has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.
3. Failure of a Contractor to deliver or perform the required Work within the time specified, or within a reasonable time as determined by the Director of Purchasing or failure to make replacements of rejected articles or Work when so requested.

immediately or as directed by the Director of Purchasing, shall constitute authority for the Director of Purchasing to purchase in the open market articles or Work of comparable grade to replace the articles or Work rejected, not delivered, nor completed. On all such purchases, the Contractor or his surety, shall reimburse the City, within a reasonable time specified by the Director of Purchasing, for any expense incurred in excess of the Agreement prices.

4. Such purchases shall be deducted from Agreement quantities. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Director of Purchasing. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the Director of Purchasing that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor.

C. Termination for Convenience

The City may terminate this Agreement at its convenience with advance written notice to the Contractor.

In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination.

D. Warranty

The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. Whenever required by the specifications of the Invitation to Bid, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Contractor shall, at the City's option, either reperform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or refund to the City, the charge paid by the City, which is attributable to such portions of

the faulty, defective or erroneous Work, including the costs for reperformance of the work provided by other Contractors.

ALL EQUIPMENT AND MATERIALS PROVIDED BY THE CONTRACTOR SHALL BE MERCHANTABLE AND BE FIT FOR THE PURPOSE INTENDED. THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.

E. Time of Completion

The parties understand and agree that time is of the essence in the performance of this Agreement. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction in whole or in part, of equipment or manufacturing plant, lack of or ability to obtain raw materials, labor, fuel or supplies for any reason including default of suppliers, or any other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules.

However, under such circumstances as described herein, the City Director of Purchasing may at his discretion, cancel this Agreement for the convenience of the City.

F. Indemnification and Insurance:

1. Indemnity

The Contractor hereby agrees to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal, of any kind

and nature arising or growing out of or in any way connected with the performance of this Agreement whether by act or omission of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of this Agreement between the parties.

2. **Insurance**

The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

a. **Public Liability Insurance:**

Public Liability Insurance, issued by responsible insurance companies and in a form acceptable to the City, protecting and insuring against all the foregoing with combined single limits of not less than Five-Hundred Thousand Dollars (\$500,000) for Bodily Injury and Property Damage.

b. **Automobile Liability Insurance:**

Automobile Liability coverage shall be in the minimum amount of Three-Hundred Thousand Dollars (\$300,000) combined single limits for Bodily Injury and Property Damage.

c. **Workers' Compensation Coverage:**

Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.

d. **Insurance Certificates:**

The Contractor shall provide the City with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the City. Said Public Liability policy shall provide that the City be an additional insured. The City shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies who are acceptable to the City and licensed and authorized to do business under the laws of the State of Florida.

G. Acceptance

The City will be deemed to have accepted the Work after the Director of Purchasing is notified by the using Department of its satisfaction that the Work is completed.

The Work under this Agreement shall remain the property of the Contractor until it is accepted by the City. In the event the Work furnished under this Agreement is found to be defective or does not conform to the specifications, the City reserves the right to cancel the Agreement upon written notice to the Contractor.

H. Correction of Work

The Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to this Agreement whether observed before or after substantial completion of the Work, and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work.

I. Right to Audit Records

The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of this Agreement or any sub-contract to this Agreement. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Agreement and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

J. Time is of the Essence

The parties agree that time is of the essence in the completion of the Work called for under this Agreement.

The Contractor agrees that all Work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

K. Information

All information, data, designs, plans, drawings, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to this Agreement, shall be the sole property of the City and all rights therein are reserved

by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

L. Safety Measures

The Contractor shall take all necessary precautions for the safety of the City's and Contractor's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of the Workmen and public. If necessary, the Contractor shall post signs warning against hazards in and around the Work site.

M. Extra Work

The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by a written Addendum to this Agreement, and shall be executed under the applicable conditions of the Agreement.

If the Contractor plans to make a claim for an increase in the Agreement price or an extension in the Agreement Schedule/Term, he shall first give the City written notice thereof, such notice shall be given within ten (10) calendar days after the occurrence of the event giving rise to such a claim. This written notice shall be given by the Contractor to the City, and a written approval secured from the Director of Purchasing, before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall immediately proceed.

No claim for extra work will be considered valid by the City unless first submitted in writing.

N. Familiarity With The Work

The Contractor by executing this Agreement, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is

understood that the execution of this Agreement by the Contractor serves as his stated commitment to fulfill all the conditions referred to in this Agreement.

O. Title and Risk of Loss

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

VI. MISCELLANEOUS PROVISIONS

- A. The Contractor shall not employ subcontractors without the advance written permission of the Director of Purchasing.
- B. Assignment of this Agreement shall not be made without the advance written consent of the Director of Purchasing.
- C. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.
- D. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the Director of Purchasing or his designee.
- E. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement.
- F. The Contractor shall at all times, keep the Work area free from accumulation of waste materials or rubbish caused by his operations, and promptly remove any such materials to an approved disposal location.
- G. All disputes between the parties shall be resolved in accordance with the City Purchasing Code, (Chapter 7 of the City Code).
- H. The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on City property by the Contractor.
- I. This Agreement is considered a non-exclusive Agreement between the parties.
- J. This Agreement is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.

- K. Any litigation arising out of this Agreement shall be had in the Courts of Orange County, Florida.
- L. The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that he/she is authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.
- M. This Agreement, including Exhibits "A" and "B", contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

OFFICE OF PURCHASING
AND MATERIALS MANAGEMENT
CITY OF ORLANDO, FLORIDA

By: [Signature]
Director of Purchasing
JON MEAD

Name, Typed or Printed
Date: October 01, 1999

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

October 1, 1999

[Signature]
CITY ATTORNEY
ORLANDO, FLORIDA

CONTRACTOR

By: [Signature]
Signature

M. Robert Garrison, President
Name & Title, Typed or Printed

Griner's Pipeline Services, Inc.
Name of Company, Corp., etc.

21902 State Road 46
Mailing Address

Mt. Dora, Florida 32757
City, State and Zip

Area Code/Telephone

SEAL

ATTEST: (Signature of second corporate official if applicable)

[Signature]
Signature

Sandra Griner, Corporate Secretary
Name & Title, Typed or Printed

STATE OF Florida

COUNTY OF Lake

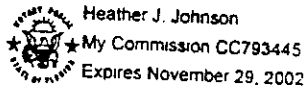
The foregoing instrument was acknowledged before me this 29 day of September, 1999 by M. Robert Garrison and Sandra Griner, as the President and Corporate Secretary, respectively, and on behalf of Griner's Pipeline Services, Inc. He/she/they (is) (are) personally known to me or (has) (have) produced Personally known to me

(Type of Identification*) as identification and (did) (did not) take an oath.

WITNESS my hand and official seal this 29 day of September, 19 99.

(SFTL)

Heather J. Johnson
Signature of Person Taking Acknowledgment



Heather J. Johnson
My Commission CC793445
Expires November 29, 2002
Typed, Printed or Stamped Name of Person Taking Acknowledgment

My Commission Expires:

November 29, 2002

Administrative Assistant
Title/Rank of Person Taking Acknowledgment

*Acceptable Form of ID pursuant to Florida Statute 117.05 (provided it is current or has been issued within the past 5 years and bears a serial or other identifying number):

- a driver's license or non-driver's ID card issued by Florida or any other U.S. state or U.S. territory;
- a U.S. passport or a foreign passport stamped by the U.S. Immigration and Naturalization Service;
- a U.S. military ID card;
- a Canadian or Mexican driver's license issued by an official agency;
- for an inmate in custody, an ID card issued by the Florida Department of Corrections;
- an ID card issued by the U.S. Immigration and Naturalization Service.



CITY OF ORLANDO

July 31, 2001

Shannyn L. Quinn
Operations Assistant
ADS Environmental Services, Inc.
D/B/A Griner's Pipeline Services
21902 State Road 46
Mount Dora, FL 32757-9300

SUBJECT: Extension of Annual Agreement BI99-1310
for Sanitary Sewer Lining, Manhole Rehabilitation
Amendment Number (2)

Dear Ms. Quinn:

The subject Agreement will expire on October 14, 2001.

In accordance with the terms and conditions of subject Agreement, the Agreement may, by mutual assent of the parties, be extended for an additional twelve (12) month period.

The City has evaluated your performance during the past year and decided to extend the Agreement, subject to approval by City Council, for an additional year effective October 15, 2001, at the existing pricing, terms and conditions.

Please indicate your approval of this offer by having an officer of your firm execute the acceptance portion below and return the original of this letter to Edwin W. Weidner, at the address noted below by August 14, 2001.

Thank you for your immediate attention to this matter.

Sincerely,

Jon Mead, C.P.M.
Director of Purchasing & Materials Management

JM/EWW/rb

ACCEPTANCE

By:
Official Signature
Executive Vice President
Title
August 16, 2001
Date