



City of North Port
PURCHASING
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@northportfl.gov



WORK ASSIGNMENT
Insituform Technologies, LLC

CONSULTANT

CONTINUING CONTRACT NO. & TITLE

2023-40.003- Inflow & Infiltration Rehabilitation

WORK ASSIGNMENT #

THIS WORK ASSIGNMENT
2023-40.003 IF1

SHORT TITLE

Cured-in-place Liner

DATE SUBMITTED

8.28.24

AMOUNT (LUMP SUM)

\$599,649.90

SCHEDULED COMPLETION

TBD- Refer to Scope of Work

CONTRACT AND BUDGET OVERVIEW FOR FISCAL YEAR 2024

DEPARTMENT

TOTAL OF PREVIOUS ASSIGNMENTS

\$0.00

THIS WORK ASSIGNMENT

\$599,649.90

TOTAL WORK ASSIGNMENTS

\$599,649.90

ACCOUNT NO/PROJECT NO

420-6063-536.63-00/U24I&I

All work assignments require City Manager approval. In presenting this work assignment, it is understood that:

1. All associated supporting documentation and justification for this work assignment is attached hereto.
2. Unless specified herein, work does not involve watercraft, boat piers and/or other activities requiring additional workers compensation endorsements.
3. Contact or involvement with hazardous materials is not anticipated, should hazardous materials be encountered, the City shall be informed.
4. THIS WORK ASSIGNMENT SHALL NOT EXCEED \$500,000 & ANY RESULTING CONSTRUCTION SHALL NOT EXCEED \$4,000,000 PER FLORIDA STATUTE 287.055 AS AMENDED.

SUBMITTED BY:

1/23/2025

CONSULTANT

DATE

Diane Partridge, Contracting and Attesting Officer

APPROVED BY:

Nancy Gallinaro

Digitally signed by Nancy Gallinaro
Date: 2025.01.28 12:00:58 -05'00'

DEPARTMENT DIRECTOR

DATE

Donald Keith Raney

Digitally signed by Donald Keith
Raney
Date: 2025.01.30 10:40:21 -05'00'

PURCHASING

DATE

ASSISTANT CITY MANAGER

DATE

2/6/25

Lisa Herrmann

Digitally signed by Lisa Herrmann
Date: 2025.01.29 15:32:42 -05'00'

BUDGET ADMINISTRATOR

DATE

Irina Kukharensko

Digitally signed by Irina Kukharensko
Date: 2025.02.05 12:12:15 -05'00'

FINANCE DIRECTOR

DATE

CITY MANAGER

DATE

Bernice Moen

From: Keith Raney
Sent: Thursday, January 30, 2025 10:43 AM
To: Irina Kukharenko
Cc: Bernice Moen
Subject: FW: WA #5 Re-assignment 2023-40.003
Attachments: Contract #2023-40.003_ WA #2023-40.003 FULLY EXECUTED.pdf; Meeting Agenda Miller WA Approval Name Change to Insituform.pdf; Contract #2023-40.003, Amendment #1 - 2025.pdf

Hi Irina,

Miller Pipeline, LLC has since changed to Insituform. A work assignment went to the Board in November under the name Miller and for paying invoice purposes Purchasing has asked for the work assignment to be done under Insituform. Attached are the following documents:

- Agenda from 11/12/24 Commission Meeting
- Executed Work Assignment for Miller
- Contract Amendment reassigning the contract
- Revised Work Assignment with new name on the work assignment. In your AAAA folder

Thanks



Keith Raney, CPPB, CPPO, NIGP-CPP
Senior Contract Administrator

4970 City Hall Blvd., North Port, FL 34286
Phone: 941-429-7103



From: Lisa Herrmann <lherrmann@northportfl.gov>
Sent: Wednesday, January 29, 2025 3:33 PM
To: Keith Raney <kraney@northportfl.gov>
Cc: Alla Skipper <askipper@northportfl.gov>
Subject: RE: WA #5 Re-assignment 2023-40.003

Done

From: Keith Raney <kraney@northportfl.gov>
Sent: Wednesday, January 29, 2025 3:18 PM
To: Lisa Herrmann <lherrmann@northportfl.gov>
Cc: Alla Skipper <askipper@northportfl.gov>
Subject: WA #5 Re-assignment 2023-40.003

Hi Lisa,



City of North Port
PURCHASING
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@northportfl.gov



WORK ASSIGNMENT

CONSULTANT Miller Pipeline, LLC

CONTINUING CONTRACT NO. & TITLE 2023-40.003- Inflow & Infiltration Rehabilitation

THIS WORK ASSIGNMENT

WORK ASSIGNMENT # 2023-40.003 MP1

SHORT TITLE Cured-in-place Liner

DATE SUBMITTED 8.28.24

AMOUNT (LUMP SUM) \$599,649.90

SCHEDULED COMPLETION TBD- Refer to Scope of Work

CONTRACT AND BUDGET OVERVIEW FOR FISCAL YEAR 20²⁴

	DEPARTMENT
TOTAL OF PREVIOUS ASSIGNMENTS	\$0.00
THIS WORK ASSIGNMENT	\$599,649.90
TOTAL WORK ASSIGNMENTS	\$599,649.90
ACCOUNT NO/PROJECT NO	420-6063-536.63-00/U24I&I

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4. THIS WORK ASSIGNMENT SHALL NOT EXCEED \$500,000 & ANY RESULTING CONSTRUCTION SHALL NOT EXCEED \$4,000,000 PER FLORIDA STATUTE 287.055 AS AMENDED.

SUBMITTED BY:

 9/12/2024
CONSULTANT DATE

APPROVED BY:

Nancy Gallinaro Digitally signed by Nancy Gallinaro
Date: 2024.09.20 11:22:57 -04'00'
DEPARTMENT DIRECTOR DATE
Alla V. Skipper Digitally signed by Alla V. Skipper
Date: 2024.09.20 14:11:22 -04'00'
PURCHASING DATE
Juliana B. Bellia Digitally signed by Juliana B. Bellia
Date: 2024.09.25 22:50:19 -04'00'
ASSISTANT CITY MANAGER DATE

Lisa Herrmann Digitally signed by Lisa Herrmann
Date: 2024.09.20 14:01:53 -04'00'
BUDGET ADMINISTRATOR DATE
Irina Kukharensko Digitally signed by Irina Kukharensko
Date: 2024.09.20 15:07:18 -04'00'
FINANCE DIRECTOR DATE

CITY MANAGER DATE

EXHIBIT C TO CONTRACT NO. 2023-40.003

FEE SCHEDULE

	CURED-IN-PLACE LINER		
1	Cured in Place Liner - 6" Dia. (6 mm thick)	LF	\$233.25
2	Cured in Place Liner - 8" Dia. (6 mm thick)	LF	\$62.25
3	Cured in Place Liner - 10" Dia. (6 mm thick)	LF	\$200.60
4	Cured in Place Liner - 12" Dia. (6 mm thick)	LF	\$207.00
5	Reinstate Service Lateral Connection	EA	\$207.30
6	Sealing Service Lateral Connection via Chemical Grouting	EA	\$375.00
7	Sealing Service Lateral Connection via Hydrophillic Rubber Seal	EA	\$4,937.50
	CURED-IN-PLACE SPOT REPAIR		
8	Cured-In-Place Spot Repair - 0-10' deep	LF	\$1,000.00
9	Cured-In-Place Spot Repair - >10' deep	LF	\$1,000.00
10	Reinstate Service Lateral Connection	EA	\$207.30
11	Sealing Service Lateral Connection via Chemical Grouting	EA	\$375.00
12	Sealing Service Lateral Connection via Hydrophillic Rubber Seal	EA	\$4,937.50
	MANHOLE REHABILITATION		
13	MH Rehabilitation (48" Dia.) - 0-6' deep	EA	\$4,396.00
14	MH Rehabilitation (48" Dia.) - 6-8' deep	EA	\$5,652.00
15	MH Rehabilitation (48" Dia.) - 8-10' deep	EA	\$6,908.00
16	MH Rehabilitation (48" Dia.) - 10-12' deep	EA	\$8,164.00
17	MH Rehabilitation (48" Dia.) - >12' deep	EA	\$9,414.00
	EPOXY MONOLITHIC MANHOLE LINING SYSTEM		
25	Epoxy MH Monolithic Lining (EMML) System (48" Dia.) - 0-6' deep	EA	\$4,396.00
26	Epoxy MH Monolithic Lining (EMML) System (48" Dia.) - 6-8' deep	EA	\$5,652.00
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	EPOXY MONOLITHIC LIFT STATION LINING SYSTEM		
30	Epoxy Lift Station Monolithic Lining (EMML) System (6' Dia.) - 0-15' deep	EA	\$15,072.00
31	Epoxy Lift Station Monolithic Lining (EMML) System (6' Dia.) - 15-20' deep	EA	\$18,840.00
32	Epoxy Lift Station Monolithic Lining (EMML) System (6' Dia.) - >20' deep	EA	\$23,550.00

**ASSIGNMENT, ASSUMPTION, AND FIRST AMENDMENT OF
INFLOW AND INFILTRATION REHABILITATION NO. 2023-40.003**

This *Assignment, Assumption, and Amendment of Inflow and Infiltration Rehabilitation* ("First Amendment") is made and entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida ("City"); Miller Pipeline, LLC, which is registered to conduct business in the State of Florida and whose address is 8850 Crawfordsville Rd., Indianapolis, Indiana, 46234 ("Assignor"); and Insituform Technologies, LLC, which is registered to conduct business in the State of Florida and whose address is 580 Goddard Avenue, Chesterfield, MO 33005 ("Assignee"), and.

RECITALS

WHEREAS, Assignor and City entered into Inflow and Infiltration Rehabilitation, with an effective date of November 20, 2023 ("Original Contract"); and

WHEREAS, the Contract provides that Assignor is competent, experienced, and responsible Contractor to construct the project in accordance with the plans and specifications, in an expeditious manner that reasonably protects the public and adjacent property from the construction of the project; and

WHEREAS, Assignor has sold certain assets of its municipal services to Assignee on November 1, 2024, at which time Assignee assumed all rights, obligations, and responsibilities of Assignor under the Original Contract; and

WHEREAS, pursuant to Section 17. I. of the Contract, Assignor may assign its interest in the Original Contract, upon the written consent of the City; and

WHEREAS, pursuant to Section 17. H. of the Contract, the parties desire to amend the Original Contract to memorialize the assignment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency and receipt of which are acknowledged, the parties agree as follows:

1. EFFECT OF AMENDMENT/EFFECTIVE DATE

- A. The parties ratify the terms and conditions of the Contract not inconsistent with this First Amendment, all of which are incorporated by reference as if set forth fully herein. This First Amendment modifies the sections of the Contract as identified herein. Where a section of the Original Contract is not identified, the terms as they appear in the Original Contract remain and apply.
- B. All references to this "Contract" in the Original Contract and this First Amendment mean and include both the Original Contract and this First Amendment.
- C. This First Amendment is effective as of the date the last party approves or executes it, as applicable (the "Effective Date"), and shall continue as otherwise provided in the Original Contract.

ASSIGNOR:

MILLER PIPELINE, LLC

By: _____

Name: Jeff Sutcliffe _____

Title: CFO _____

SWORN ACKNOWLEDGEMENT

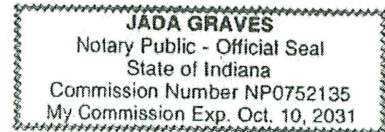
STATE OF Indiana

COUNTY OF Marion

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of January 2025 by Jeff Sutcliffe (name), as Chief Financial Officer (title) for Miller Pipeline, LLC (entity).

Jada Graves
Notary Public

X Personally Known OR Produced Identification
Type of Identification Produced _____



Approved by the City Commission of the City of North Port, Florida on January 14, 2025.

CITY OF NORTH PORT, FLORIDA



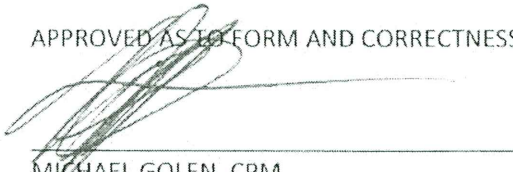
A. JEROME FLETCHER II, ICMA-CM, MPA
CITY MANAGER

ATTEST



HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS


MICHAEL GOLEN, CPM
INTERIM CITY ATTORNEY

- A. 24-0221 Announcement of Current Advisory Board and Committee Vacancies

Attachments: Vacancy List

4. CONSENT AGENDA:

(All matters under the Consent Agenda are considered by the City Commission to be routine and will be enacted by one motion. Any City Commission member may, however, remove an item from the Consent Agenda by request. Items removed for separate discussion will be considered after the motion to approve the Consent Agenda.)

- A. 24-0938 Approve the Disposition of Surplus Fleet Assets in an Appropriate Fashion Pursuant to Chapter 2 Administration, Article VIII Procurement, Section 2-419, Disposition of City Assets and Property (d), (1) of the Code of the City of North Port, Florida.

Attachments: Asset Disposition and Method of Disposal
Property Disposal Forms
FY 24-25 Replacement Score Sheet

- B. 24-0987 Approve Contract No. 2024-19, Myakkahatchee Creek Maintenance Access and Debris Removal Project with Rick Richards, Inc., in the Amount of \$3,446,927.37, Plus Contingency in the Amount of \$344,692.74 for a Total Amount of \$3,791,620.11.

Attachments: Contract No. 2024-19
RFB 2024-19 Notice of Intent to Award
RFB 2024-19 Award Recommendation
RFB 2024-19 Comparison Bid Tabulation
RFB 2024-19 Rick Richards, Inc. Bid Submittal
RFB 2024-19 Addenda and Solicitation
Florida Division of Corporations Document
EAB Presentation

- C. 24-1455 Approve Work Assignment No. 1 With Miller Pipeline, LLC., in the Amount of \$599,649.90, for the Inflow and Infiltration Rehabilitation Project Under Contract 2023-40.003.

Attachments: Work Assignment No. 1 with Scope and Fee Schedule
Miller Pipeline, LLC Contract 2023-40.003
Request for Bid 2023-40 Award Recommendation
Request for Bid 2023-40
Florida Division of Corporations Documents

- D. 24-1515 Approve the First Amendment and Restatement of West Villages Developer Agreement (Post Annexation), Amending and Restating the Agreement for System Improvements Within the West Villages Improvement District for Fire/Rescue, Law Enforcement, Parks and Recreation, Solid Waste and General Government; Method of

Reimbursement From Impact Fees Collected Within the WVID; and Acknowledging a Joinder and Consent to Dedications, Reservations, Covenants, Restrictions, and Obligations to Convey.

Attachments: First Amendment and Restatement of West Villages Developer Agreement (Pos
Background and Summary First Amendment and Restatement of Agreement
West Villages Developer Agreement (Post Annexation)

- E. 24-1537 Approve the Seventh Amendment to Construction Manager at Risk Contract No. 2023-17.001 for Construction Services Contract, Phase II With Wharton Smith, Inc. in the Amount of \$116,973, for Hurricane Ian Repairs at Dallas White Park.

Attachments: Seventh Amendment to Contract No. 2023-17.001
Contract No. 2023-17.001
Work Assignment 2024-48FM
Florida Division of Corporations Document

- F. 24-1547 Approve the 2024 Utilities Agreement - Water Supply Between the City of North Port, Wellen Park, LLLP, and West Villages Improvement District for the City to Provide Approximately 2 Million Gallons of Potable Water Per Day.

Attachments: 2024 Utilities Agreement - Water Supply
2019 Amended and Restated Utilities Agreement

- G. 24-1550 Approve the Florida Green Finance Authority (the Authority) Acknowledgement and Agreement Relating to the Properly Assessed Clean Energy Program Confirming the Authority's Compliance with Agreement Provisions and Senate Bill 770.

Attachments: Authority Letter with Acknowledgement and Agreement
Resolution No. 2018-R-24
Sarasota County Interlocal Agreement and Resolution

- H. 24-1554 Accept the Cash Receipts Summary Report for September 2024.

Attachments: Cash Receipts Summary - September 2024

5. PUBLIC HEARINGS:

ORDINANCE - First Reading:

- A. ORD. NO. An Ordinance of the City of North Port, Florida, Amending the Non-District
2024-44 Budget for Fiscal Year 2023-2024 for Adjustments to the Fleet Management Fund in the Amount of \$460,000; Providing for Findings; Providing for Posting; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.

- A. 24-0300 Commissioner Emrich's Communications
- B. 24-1569 Vice Mayor Stokes' Communications
- C. 24-0319 Mayor White's Communications
- D. 24-0249 Commissioner Langdon's Communications
- E. 24-0268 Commissioner McDowell's Communications

9. ADMINISTRATIVE AND LEGAL REPORTS:

10. ADJOURNMENT:

NOTICE OF AVAILABILITY OF REPORTS - The Agenda is a summary of the proposed actions to be taken by the City Commission. For almost every agenda item, the City staff has prepared materials for Commission consideration and provided a staff recommendation. All of these materials are available at the City Clerk's Office, during normal business hours, for inspection and (for a fee) copying. Questions on these materials may be directed to the staff member who prepared them, or to the City Clerk's Office, who will refer you to the appropriate person.

AMERICAN WITH DISABILITIES ACT OF 1990 - The North Port City Hall is wheelchair accessible. Special parking is available on the west side of City Hall and the building may be accessed from the parking area. Persons with hearing difficulties should contact the City Clerk to obtain a hearing device for use during meetings.

NONDISCRIMINATION: The City of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic in administration of its programs, activities or services.

No stenographic record by a certified court reporter is made of these recordings. Accordingly, anyone seeking to appeal any of the decisions involving the matters herein will be responsible for making a verbatim record of the meeting/testimony and evidence upon which any appeal is to be based. Copies of the recordings are available (for a fee) at the City Clerk's Office.

Bid Schedule						
Item	Std Item#	Description	Qty	UM	Bid \$/Unit	Bid \$ Line Total
2		Cured in Place Liner - 8" Dia. (6 mm thick)	3,966	LF	\$62.25	\$246,883.50
3		Cured in Place Liner - 10" Dia. (6 mm thick)	1,596	LF	\$200.60	\$320,157.60
5		Reinstate Service Lateral Connection	56	EA	\$207.30	\$11,608.80
6		Sealing Service Lateral Connection via Chemical Grouting	56	EA	\$375.00	\$21,000.00
		Total Base Bid				\$599,649.90

REVIEWED

mmccornell | 8/29/2024, 8:38:31 AM

EXHIBIT C TO CONTRACT NO. 2023-40.003

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AN ARTERA COMPANY

October 31, 2024

VIA EMAIL

City of Noth Port
ATTN: Missy McConnell
5930 Sam Shapos Way
North Port, FL 34287
941-740-7971

Re: Assignment Consent

Missy McConnell:

Reference is made to Contract Contract No. 2023-40.003 dated 12:00:00 AM for the Project known as Contract No. 2023-40.003 (together with all amendments, supplements, exhibits and attachments thereto, the "**Agreement**"), by and between Miller Pipeline, a Indiana LLC (the "**Company**"), and City of Noth Port, a municipal corporation of the State of Florida ("**City**").

We are writing to inform you the Company entered into an agreement with Insituform Technologies, LLC ("**Buyer**"), a Delaware limited liability company and subsidiary of Azuria Water Solutions, Inc., pursuant to which certain of Company's assets were sold to Buyer (the "**Transaction**"). In connection with the Transaction, the Agreement will be assigned to Buyer's affiliate, Insituform Technologies, LLC (the "**Assignment**"). The Company is hereby formally notifying you of the Assignment and requests that you consent to such Assignment by countersigning and returning this letter as described below.

By executing this letter, you hereby (i) acknowledge and consent to the Assignment and waive any transfer restriction in connection with the Assignment, (ii) waive any and all other notice and procedural requirements set forth in the Agreements, if any, with respect to the Assignment, and (iii) agree the Assignment will not be deemed a breach of, or default under, or give rise to any penalties or other payments under the Agreements and that all of the terms of the Agreements shall remain in full force and effect following the Assignment, and (iv) agree to keep this letter and its contents confidential.

We respectfully request the City sign and return a copy of this letter to me at Harrison.Anthony@artera.com, as soon as possible. If you have any questions, please do not hesitate to contact me.

Sincerely,

Consented and Agreed:

Miller Pipeline, LLC

City of Noth Port

By: _____

By: _____

Name: Harrison Anthony

Name: _____

Title: Chief Legal Officer

Title: _____