

# **SECTION V**

## **CONTRACT DOCUMENTS**

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Bond No.: \_\_\_\_\_

**PUBLIC CONSTRUCTION BOND**

(1)

This bond is given to comply with § 255.05, Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in subsections (2) and (10).

Pursuant to § 255.05(1)(b), Florida Statutes, “**Before commencing the work** or before recommencing the work after a default or abandonment, **the contractor shall provide to the public entity a certified copy of the recorded bond**. Notwithstanding the terms of the contract or any other law governing prompt payment for construction services, the public entity may not make a payment to the contractor until the contractor has complied with this paragraph.”

**CONTRACTOR****SURETY****OWNER**

Shenandoah General Construction  
LLC

1888 NW 22 Street  
Pompano Beach, FL 33069  
954-975-0098

[name]

[principal business address]

[phone number]

City of Clearwater  
Engineering Department  
100 S. Myrtle Avenue  
Clearwater, FL 33756  
(727) 562-4750

**PROJECT NAME: 2021 STORMWATER PIPE CLEANING****PROJECT NO.: 20-0019-EN**

**PROJECT DESCRIPTION:** An annual on-call services contract to provide all labor, equipment, and materials for stormwater pipe cleaning and repairs.

BY THIS BOND, We, Shenandoah General Construction LLC , as Contractor, and, \_\_\_\_\_ a corporation, as Surety, are bound to the City of Clearwater, Florida, herein called Owner, in the sum of \$400,000.00, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Contractor:

1. Performs the contract dated \_\_\_\_\_, between Contractor and Owner for construction of **Stormwater Pipe Cleaning**, the contract documents being made a part of this bond by reference (which include the Advertisement for Bids, Proposal, Contract, Surety Bond, Instructions to Bidders, General Conditions, Plans, Technical Specifications and Appendix, and such alterations as may be made in said Plans and Specifications as therein provided for), at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Contractor with labor, materials, or supplies, used directly or indirectly by Contractor in the prosecution of the work provided for in the contract; and

Bond No.: \_\_\_\_\_

**PUBLIC CONSTRUCTION BOND**

(2)

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Contractor under the contract; and
4. To the limits of § 725.06(2), Florida Statutes, shall indemnify and hold harmless Owner, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the construction contract; and
5. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
6. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.
7. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

**IN TESTIMONY WHEREOF**, witness the hands and seals of the parties hereto this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*(If sole Ownership or Partnership, two (2) Witnesses required).*

*(If Corporation, Secretary only will attest and affix seal).*

Shenandoah General Construction LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

**WITNESS:**

**WITNESS:**

\_\_\_\_\_  
Corporate Secretary or Witness

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

*(affix corporate seal)*

\_\_\_\_\_  
*(Corporate Surety)*

By: \_\_\_\_\_

**ATTORNEY-IN-FACT**

Print Name: \_\_\_\_\_

*(affix corporate seal)*

*(Power of Attorney must be attached)*

## **CONTRACT**

(1)

This **CONTRACT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Clearwater, Florida, a municipal corporation, hereinafter designated as the "City", and Shenandoah General Construction LLC, of the City of Pompano Beach County of Broward and State of Florida, hereinafter designated as the "Contractor".

[Or, if out of state:]

This **CONTRACT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Clearwater, Florida, a municipal corporation, hereinafter designated as the "City", and \_\_\_\_\_, a/an \_\_\_\_\_(State) Corporation authorized to do business in the State of Florida, of the City of \_\_\_\_\_ County of \_\_\_\_\_ and State of \_\_\_\_\_, hereinafter designated as the "Contractor".

### **WITNESSETH:**

That the parties to this contract each in consideration of the undertakings, promises and agreements on the part of the other herein contained, do hereby undertake, promise and agree as follows:

The Contractor, and his or its successors, assigns, executors or administrators, in consideration of the sums of money as herein after set forth to be paid by the City and to the Contractor, shall and will at **their** own cost and expense perform all labor, furnish all materials, tools and equipment for the following:

**PROJECT NAME: 2021 STORMWATER PIPE CLEANING**

**PROJECT NO.: 20-0019-EN**

**in the amount of \$400,000.00**

In accordance with such proposal and technical supplemental specifications and such other special provisions and drawings, if any, which will be submitted by the City, together with any advertisement, instructions to bidders, general conditions, technical specifications, proposal and bond, which may be hereto attached, and any drawings if any, which may be herein referred to, are hereby made a part of this contract, and all of said work to be performed and completed by the contractor and its successors and assigns shall be fully completed in a good and workmanlike manner to the satisfaction of the City.

If the Contractor should fail to comply with any of the terms, conditions, provisions or stipulations as contained herein within the time specified for completion of the work to be performed by the Contractor, then the City, may at its option, avail itself of any or all remedies provided on its behalf and shall have the right to proceed to complete such work as Contractor is obligated to perform in accordance with the provisions as contained herein.

## **CONTRACT**

(2)

**THE CONTRACTOR AND HIS OR ITS SUCCESSORS AND ASSIGNS DOES HEREBY AGREE TO ASSUME THE DEFENSE OF ANY LEGAL ACTION WHICH MAY BE BROUGHT AGAINST THE CITY AS A RESULT OF THE CONTRACTOR'S ACTIVITIES ARISING OUT OF THIS CONTRACT AND FURTHERMORE, IN CONSIDERATION OF THE TERMS, STIPULATIONS AND CONDITIONS AS CONTAINED HEREIN, AGREES TO HOLD THE CITY FREE AND HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES, COSTS OF SUITS, JUDGMENTS OR DECREES RESULTING FROM ANY CLAIMS MADE UNDER THIS CONTRACT AGAINST THE CITY OR THE CONTRACTOR OR THE CONTRACTOR'S SUB CONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES RESULTING FROM ACTIVITIES BY THE AFOREMENTIONED CONTRACTOR, SUB CONTRACTOR, AGENT SERVANTS OR EMPLOYEES, TO THE LIMITS OF § 725.06(2).**

In addition to the foregoing provisions, the Contractor agrees to conform to the following requirements:

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or worker's representatives, except sub-contractors for standard commercial supplies or raw materials.

It is mutually agreed between the parties hereto that time is of the essence of this contract, and in the event that the work to be performed by the Contractor is not completed within the time stipulated herein, it is then further agreed that the City may deduct from such sums or compensation as may be due to the Contractor the sum of **\$1,000.00 per day** for each day that the work to be performed by the Contractor remains incomplete beyond the time limit specified herein, which sum of **\$1,000.00 per day** shall only and solely represent damages which the City has sustained by reason of the failure of the Contractor to complete the work within the time stipulated, it being further agreed that this sum is not to be construed as a penalty but is only to be construed as liquidated damages for failure of the Contractor to complete and perform all work within the time period as specified in this contract.

It is further mutually agreed between the City and the Contractor that if, any time after the execution of this contract and the public construction bond which is attached hereto for the faithful performance of the terms and conditions as contained herein by the Contractor, that the City shall at any time deem the surety or sureties upon such public construction bond to be unsatisfactory or if, for any reason, the said bond ceases to be adequate in amount to cover the performance of the work the Contractor shall, at his or its own expense, within ten (10) days after receipt of written notice from the City to do so, furnish an additional bond or bonds in such term and amounts and with such surety or sureties as shall be satisfactory to the City. If such an event occurs, no further payment shall be made to the Contractor under the terms and provisions of this contract until such new or additional security bond guaranteeing the faithful performance of the work under the terms hereof shall be completed and furnished to the City in a form satisfactory to it.

## **CONTRACT**

(3)

In addition to all other contract requirements as provided by law, the contractor executing this agreement agrees to comply with public records law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 727-562-4092, [Rosemarie.Call@myclearwater.com](mailto:Rosemarie.Call@myclearwater.com), 600 Cleveland St. Clearwater, FL 33756

The contractor's agreement to comply with public records law applies specifically to:

- a) Keep and maintain public records required by the City of Clearwater (hereinafter "public agency") to perform the service being provided by the contractor hereunder.
- b) Upon request from the public agency's custodian of public records, provide the public agency 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 for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.
- c) Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- f) The contractor hereby acknowledges and agrees that if the contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- g) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.
- h) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
  - 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

**CONTRACT**

(4)

2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- i) A notice complies with subparagraph (h)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- j) A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

IN WITNESS WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this Agreement, the day and year first above written.

**CITY OF CLEARWATER  
IN PINELLAS COUNTY, FLORIDA**

By: \_\_\_\_\_  
William B. Horne, II  
City Manager

(SEAL)

Attest:

Countersigned:

\_\_\_\_\_  
Rosemarie Call  
City Clerk

By: \_\_\_\_\_  
Frank Hibbard  
Mayor

Approved as to form:

\_\_\_\_\_  
Owen Kohler  
Assistant City Attorney

Contractor must indicate whether:

\_\_\_\_\_ Corporation, \_\_\_\_\_ Partnership, \_\_\_\_\_ Company, or \_\_\_\_\_ Individual

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_ (SEAL)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

The person signing shall, in his own handwriting, sign the Principal's name, his own name, and his title; where the person is signing for a Corporation, he must, by Affidavit, show his authority to bind the Corporation – **provide Affidavit.**

**CONSENT OF SURETY TO FINAL PAYMENT**

TO OWNER: City of Clearwater      PROJECT NAME: 2021 STORMWATER PIPE CLEANING  
Engineering      PROJECT NO.: 20-0019-EN  
Department  
100 S. Myrtle Ave.      CONTRACT DATE: [\_\_\_\_\_]   
Clearwater, FL 33756      BOND NO.: [\_\_\_\_\_] , recorded in O.R. Book [\_\_\_\_\_] ,  
Page [\_\_\_\_\_] , of the Public Records of Pinellas County, Florida.

CONTRACTOR: Shenandoah General Construction LLC

Pursuant to § 255.05(11), Florida Statutes, and in accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the:

*[insert name of Surety]*

*[address]*

*[address]*

,SURETY,

on bond of

*Shenandoah General Construction LLC*

*1888 NW 22 Street*

*Pompano Beach, FL 33069*

,CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve Surety of any of its obligations to

City of Clearwater  
Engineering Department  
100 S. Myrtle Ave.  
Clearwater, FL 33756

,OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Signature of authorized representative)

\_\_\_\_\_  
(Printed name and title)

Attest:

(Seal):



**PROPOSAL/BID BOND**

(Not to be filled out if a certified check is submitted)

**KNOWN ALL MEN BY THESE PRESENTS:** That we, the undersigned, Shenandoah General Construction LLC  
 \_\_\_\_\_ as Contractor, and Harco National Insurance Company  
 \_\_\_\_\_ as Surety, whose address is \_\_\_\_\_  
702 Oberlin Road, Raleigh, NC 27605-0800, are held and firmly bound unto the City  
 of Clearwater, Florida, in the sum of TenPercent of Amount Bid Dollars  
 (\$ 10%) (being a minimum of 10% of Contractor's total bid amount) for the payment of which,  
 well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,  
 administrators, successors and assigns.

The condition of the above obligation is such that if the attached Proposal of Shenandoah General Construction LLC  
 \_\_\_\_\_ as Contractor, and Harco National Insurance Company \_\_\_\_\_ as Surety, for  
 work specified as: 20-0019-EN - 2021 Stormwater Pipe Cleaning

all as stipulated in said Proposal, by doing all work incidental thereto, in accordance with the plans and  
 specifications provided herefor, all within Pinellas County, is accepted and the contract awarded to the  
 above named bidder, and the said bidder shall within ten days after notice of said award enter into a contract,  
 in writing, and furnish the required Public Construction Bond with surety or sureties to be approved by the  
 City Manager, this obligation shall be void, otherwise the same shall be in full force and virtue by law and  
 the full amount of this Proposal/Bid Bond will be paid to the City as stipulated or liquidated damages.

Principal must indicate whether:

\_\_\_\_\_ Corporation, \_\_\_\_\_ Partnership, \_\_\_\_\_ LLC Company, or \_\_\_\_\_ Individual

Signed this 28th day of July, 2020Shenandoah General Construction LLC

Contractor

Principal

By: Daniel DiMura, Vice President

Title

Harco National Insurance CompanySurety Kimberly R. Holmes, Attorney-In-Fact

The person signing shall, in his own handwriting, sign the Principal's name, his own name, and his title,  
 where the person is signing for a Corporation, he must, by Affidavit, show his authority to bind the  
 Corporation – **provide Affidavit.**

**POWER OF ATTORNEY**  
**HARCO NATIONAL INSURANCE COMPANY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**

Bond # 0788188

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

KIMBERLY A. SAWICKI, KAREN A. RYAN, DEBORAH A. CAMPBELL, WILLIAM F. CAHILL, ANN MARIE WATERS, KIMBERLY R. HOLMES, RICHARD A. FREEBOURN JR., CHRISTINE EITEL

Lisle, IL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



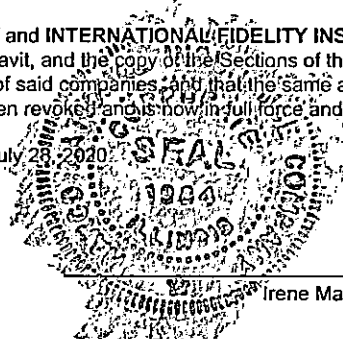
IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, July 28, 2020



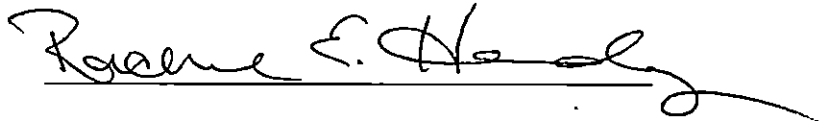
Irene Martins, Assistant Secretary

STATE OF ILLINOIS

COUNTY OF DuPage

I, Rachel E. Hernandez Notary Public of DuPage County, in the State of Illinois do hereby certify that Kimberly R. Holmes Attorney-in-Fact, of the Harco National Insurance Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the Harco National Insurance Company for the used and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Naperville in said County, this 28th day of July A.D., 2020.



(Notary Public)

Rachel E. Hernandez

My Commission expires: 03/11/2024

Notary Seal:



**PROPOSAL**

(1)

**TO THE CITY OF CLEARWATER, FLORIDA, for**

**2021 STORMWATER PIPE CLEANING (20-0019-EN)**

and doing such other work incidental thereto, all in accordance with the contract documents, marked

**2021 STORMWATER PIPE CLEANING (20-0019-EN)**

Every bidder must take notice of the fact that even though his proposal be accepted and the documents signed by the bidder to whom an award is made and by those officials authorized to do so on behalf of the City of Clearwater, Florida, that no such award or signing shall be considered a binding contract without a certificate from the Finance Director that funds are available to cover the cost of the work to be done, or without the approval of the City Attorney as to the form and legality of the contract and all the pertinent documents relating thereto having been approved by said City Attorney; and such bidder is hereby charged with this notice.

The signer of the Proposal, as bidder, also declares that the only person, persons, company or parties interested in this Proposal, are named in this Proposal, that he has carefully examined the Advertisement, Instructions to Bidders, Contract Specifications, Plans, Supplemental Specifications, General Conditions, Special Provisions, and Public Construction Bond, that he or his representative has made such investigation as is necessary to determine the character and extent of the work and he proposes and agrees that if the Proposal be accepted, he will contract with the City of Clearwater, Florida, in the form of contract; hereto annexed, to provide the necessary labor, materials, machinery, equipment, tools or apparatus, do all the work required to complete the contract within the time mentioned in the General Conditions and according to the requirements of the City of Clearwater, Florida, as herein and hereinafter set forth, and furnish the required surety bonds for the following prices to wit:

If the foregoing Proposal shall be accepted by the City of Clearwater, Florida, and the undersigned shall fail to execute a satisfactory contract as stated in the Advertisement herein attached, then the City may, at its option determine that the undersigned has abandoned the contract, and thereupon this Proposal shall be null and void, and the certified check or bond accompanying this Proposal, shall be forfeited to become the property of the City of Clearwater, Florida, and the full amount of said check shall be retained by the City, or if the Proposal Bond be given, the full amount of such bond shall be paid to the City as stipulated or liquidated damages; otherwise, the bond or certified check accompanying this Proposal, or the amount of said check, shall be returned to the undersigned as specified herein.

## PROPOSAL

(2)

Attached hereto is a bond or certified check on Harco National Insurance Company  
\_\_\_\_\_ Bank, for the sum of Ten Percent of total  
amount bid (\$10% of Total Bid)  
(being a minimum of 10% of Contractor's total bid amount).

The full names and residences of all persons and parties interested in the foregoing bid are as follows:

(If corporation, give the names and addresses of the President and Secretary. If firm or partnership, the names and addresses of the members or partners. The Bidder shall list not only his name but also the name of any person with whom bidder has any type of agreement whereby such person's improvements, enrichment, employment or possible benefit, whether sub-contractor, materialman, agent, supplier, or employer is contingent upon the award of the contract to the bidder).

NAMES:

ADDRESSES:

Daniel DiMura, Vice President

1888 NW 22 St., Pompano Beach, FL 33069

Signature of Bidder:

The person signing shall, in his own handwriting, sign the Principal's name, his own name and his title. Where the person signing for a corporation is other than the President or Vice President, he must, by affidavit, show his authority, to bind the corporation.

Principal: Daniel DiMura

By:

Title: Vice President

Company Legal Name: Shenandoah General Construction LLC

Doing Business As (if different than above):

Business Address of Bidder: 1888 NW 22 Street

City and State: Pompano Beach, FL Zip Code 33069

Phone: 954-975-0098 Email Address: M.Lary@shenandoahus.com

Dated at Pompano Beach, FL, this 24 day of July, A.D., 2020.

**CITY OF CLEARWATER**  
**ADDENDUM SHEET**

**PROJECT: 2021 STORMWATER PIPE CLEANING (20-0019-EN)**

Acknowledgment is hereby made of the following addenda received since issuance of Plans and Specifications.

Addendum No. <u>1</u>	Date: <u>7/8/2020</u>
Addendum No. <u>2</u>	Date: <u>7/17/2020</u>
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

Shenandoah General Construction LLC

(Name of Bidder)

(Signature of Officer)

Daniel DiMura, Vice President

(Title of Officer)

July 24, 2020

(Date)



**BIDDER'S PROPOSAL****PROJECT: 2021 STORMWATER PIPE CLEANING (20-0019-EN)****CONTRACTOR:** Shenandoah General Construction LLC**BIDDER'S GRAND TOTAL:** \$ 397,072.50 (Numbers)**BIDDER'S GRAND TOTAL:** Three Hundred & Ninety Seven Thousand, Seventy  
Two Dollars and Fifty Cents

(Words)

**BIDDER'S PROPOSAL****PROJECT: 2021 Stormwater Pipe Cleaning #20-0019-EN****CONTRACTOR:** Shenandoah General Construction LLC**BIDDER'S GRAND TOTAL: \$ (Numbers)** \$ 397,072.50**BIDDER'S GRAND TOTAL: \$ (Words)** Three Hundred & Ninety Seven Thousand, Seventy  
Two Dollars and Fifty Cents

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
<b>General</b>					
1	Project Sign	LS	1	2500.00	\$ - 2500.00
2	Easement Set-up	EA	10	100.00	\$ - 1000.00
3	Root Cutting	LF	500	20.00	\$ - 10000.00
4	Cleaning Video Recording	LF	20000	0.25	\$ - 5000.00
5	Headwall/Upstream Structure Restoration (Grout/Seal)	CY	5	3000.00	\$ - 15000.00
6	Outfall Concrete Restoration	CY	50	1000.00	\$ - 50000.00
7	Clean and Paint Tideflex Valve	EA	20	750.00	\$ - 15000.00

<b>Light Cleaning (0-9% accumulated debris vs. pipe volume)</b>					
8	≤12" Diameter Pipe	LF	500	5.25	\$ - 2625.00
9	15" Diameter Pipe	LF	1000	5.50	\$ - 5500.00
10	18" Diameter Pipe	LF	1000	6.75	\$ - 6750.00
11	24" Diameter Pipe	LF	1000	7.75	\$ - 7750.00
12	30" Diameter Pipe	LF	1000	8.25	\$ - 8250.00
13	36" Diameter Pipe	LF	1000	8.75	\$ - 8750.00
14	42" Diameter Pipe	LF	1000	9.75	\$ - 9750.00
15	48" Diameter Pipe	LF	1000	10.75	\$ - 10750.00
16	54" Diameter Pipe	LF	1000	11.75	\$ - 11750.00
17	60" Diameter Pipe	LF	1000	14.75	\$ - 14750.00
<b>Medium Cleaning (10-29% accumulated debris vs. pipe volume)</b>					
18	≤12" Diameter Pipe	LF	250	6.50	\$ - 1625.00
19	15" Diameter Pipe	LF	500	6.50	\$ - 3250.00
20	18" Diameter Pipe	LF	500	7.00	\$ - 3500.00
21	24" Diameter Pipe	LF	500	8.00	\$ - 4000.00
22	30" Diameter Pipe	LF	500	9.00	\$ - 4500.00
23	36" Diameter Pipe	LF	500	10.75	\$ - 5375.00
24	42" Diameter Pipe	LF	500	15.25	\$ - 7625.00
25	48" Diameter Pipe	LF	500	16.75	\$ - 8375.00
26	54" Diameter Pipe	LF	500	17.75	\$ - 8875.00
27	60" Diameter Pipe	LF	500	18.75	\$ - 9375.00
<b>Heavy Cleaning (30% and greater accumulated debris vs. pipe volume)</b>					
28	≤12" Diameter Pipe	LF	200	8.00	\$ - 1600.00



29	15" Diameter Pipe	LF	500	10.00	\$ - 5000.00
30	18" Diameter Pipe	LF	500	15.00	\$ - 7500.00
31	24" Diameter Pipe	LF	750	17.00	\$ - 12750.00
32	30" Diameter Pipe	LF	500	20.00	\$ - 10000.00
33	36" Diameter Pipe	LF	750	25.50	\$ - 19125.00
34	42" Diameter Pipe	LF	500	26.50	\$ - 13250.00
35	48" Diameter Pipe	LF	750	27.50	\$ - 20625.00
36	54" Diameter Pipe	LF	500	28.50	\$ - 14250.00
37	60" Diameter Pipe	LF	500	30.50	\$ - 15250.00
	<b>SUBTOTAL</b>	-	-		\$ 360975.00
38	<b>10% CONTINGENCY</b>	LS	1	\$ 36097.50	\$ - 36097.50
-	<b>TOTAL CONTRACT</b>				\$ -397072.50

THE BIDDER'S GRAND TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES REQUIRED FOR EACH SECTION. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE CITY WILL MAKE THE TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICE BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICE SHALL GOVERN.

THE CONTRACTOR SHALL PROVIDE COPIES OF A CURRENT CONTRACTOR LICENSE/REGISTRATION WITH THE STATE OF FLORIDA AND PINELLAS COUNTY IN THE BID RESPONSE.

## BIDDER'S PROPOSAL

**PROJECT:** 2021 Stormwater Pipe Cleaning #20-0019-EN

**CONTRACTOR:**

Shenandoah General Const. LLC

**BIDDER'S GRAND TOTAL: \$ (Numbers)**

397072.5

**BIDDER'S GRAND TOTAL: \$ (Words)**

Three Hundred & Ninety Seven

Thousand Seventy Two Dollars Fifty Cents

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
<b>General</b>					
1	Project Sign	LS	1	\$ 2,500.00	\$ 2,500.00
2	Easement Set-up	EA	10	\$ 100.00	\$ 1,000.00
3	Root Cutting	LF	500	\$ 20.00	\$ 10,000.00
4	Cleaning Video Recording	LF	20000	\$ 0.25	\$ 5,000.00
5	Headwall/Upstream Structure Restoration (Grout/Seal)	CY	5	\$ 3,000.00	\$ 15,000.00
6	Outfall Concrete Restoration	CY	50	\$ 1,000.00	\$ 50,000.00
7	Clean and Paint Tideflex Valve	EA	20	\$ 750.00	\$ 15,000.00
<b>Light Cleaning (0-9% accumulated debris vs. pipe volume)</b>					
8	≤12" Diameter Pipe	LF	500	\$ 5.25	\$ 2,625.00
9	15" Diameter Pipe	LF	1000	\$ 5.50	\$ 5,500.00
10	18" Diameter Pipe	LF	1000	\$ 6.75	\$ 6,750.00
11	24" Diameter Pipe	LF	1000	\$ 7.75	\$ 7,750.00
12	30" Diameter Pipe	LF	1000	\$ 8.25	\$ 8,250.00
13	36" Diameter Pipe	LF	1000	\$ 8.75	\$ 8,750.00
14	42" Diameter Pipe	LF	1000	\$ 9.75	\$ 9,750.00
15	48" Diameter Pipe	LF	1000	\$ 10.75	\$ 10,750.00
16	54" Diameter Pipe	LF	1000	\$ 11.75	\$ 11,750.00
17	60" Diameter Pipe	LF	1000	\$ 14.75	\$ 14,750.00
<b>Medium Cleaning (10-29% accumulated debris vs. pipe volume)</b>					
18	≤12" Diameter Pipe	LF	250	\$ 6.50	\$ 1,625.00
19	15" Diameter Pipe	LF	500	\$ 6.50	\$ 3,250.00
20	18" Diameter Pipe	LF	500	\$ 7.00	\$ 3,500.00
21	24" Diameter Pipe	LF	500	\$ 8.00	\$ 4,000.00
22	30" Diameter Pipe	LF	500	\$ 9.00	\$ 4,500.00
23	36" Diameter Pipe	LF	500	\$ 10.75	\$ 5,375.00
24	42" Diameter Pipe	LF	500	\$ 15.25	\$ 7,625.00
25	48" Diameter Pipe	LF	500	\$ 16.75	\$ 8,375.00
26	54" Diameter Pipe	LF	500	\$ 17.75	\$ 8,875.00
27	60" Diameter Pipe	LF	500	\$ 18.75	\$ 9,375.00
<b>Heavy Cleaning (30% and greater accumulated debris vs. pipe volume)</b>					
28	≤12" Diameter Pipe	LF	200	\$ 8.00	\$ 1,600.00
29	15" Diameter Pipe	LF	500	\$ 10.00	\$ 5,000.00
30	18" Diameter Pipe	LF	500	\$ 15.00	\$ 7,500.00
31	24" Diameter Pipe	LF	750	\$ 17.00	\$ 12,750.00
32	30" Diameter Pipe	LF	500	\$ 20.00	\$ 10,000.00
33	36" Diameter Pipe	LF	750	\$ 25.50	\$ 19,125.00
34	42" Diameter Pipe	LF	500	\$ 26.50	\$ 13,250.00
35	48" Diameter Pipe	LF	750	\$ 27.50	\$ 20,625.00
36	54" Diameter Pipe	LF	500	\$ 28.50	\$ 14,250.00
37	60" Diameter Pipe	LF	500	\$ 30.50	\$ 15,250.00
	<b>SUBTOTAL</b>				\$ 360,975.00
38	<b>10% CONTINGENCY</b>	LS	1	\$ 36,097.50	\$ 36,097.50
	<b>TOTAL CONTRACT</b>				\$ 397,072.50



**SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH  
CUBA AND SYRIA CERTIFICATION FORM**

***PER SECTION III, ITEM 25, IF YOUR BID IS \$1,000,000 OR MORE, THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED, MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.***

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba and Syria; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria; and
3. Business Operations means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engages in business operations in Cuba and Syria.

  
\_\_\_\_\_  
Authorized Signature

**Daniel DiMura**  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Vice President

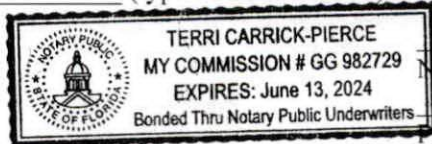
\_\_\_\_\_  
Title

**Shenandoah General Construction LLC**  
\_\_\_\_\_  
Name of Entity/Corporation

**STATE OF** Florida

**COUNTY OF** Broward

The foregoing instrument was acknowledged before me on this 24 day of July, 2020, by Daniel DiMura (name of person whose signature is being notarized) as the Vice President (title) of Shenandoah General Construction LLC (name of corporation/entity), personally known to me as described herein X, or produced a (type of identification) as identification, and who did/did not take an oath.



  
\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_  
NOTARY SEAL ABOVE

**SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST**  
**CERTIFICATION FORM**

***PER SECTION III, ITEM 25, THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED, MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.***

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
3. "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel.

\_\_\_\_\_  
 Authorized Signature

**Daniel DiMura**

\_\_\_\_\_  
 Printed Name

**Vice President**

\_\_\_\_\_  
 Title

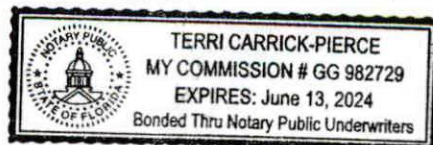
**Shenandoah General Construction LLC**

\_\_\_\_\_  
 Name of Entity/Corporation

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me on this 24 day of July, 2020, by Daniel DiMura (name of person whose signature is being notarized) as the Vice President (title) of Shenandoah General Construction LLC (name of corporation/entity), personally known to me as described herein X, or produced a \_\_\_\_\_ (type of identification) as identification, and who did/did not take an oath.



\_\_\_\_\_  
 Notary Public

\_\_\_\_\_  
 Printed Name

My Commission Expires: \_\_\_\_\_

NOTARY SEAL ABOVE