

AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated this 13th day of July 2021, by and between:

CITY OF COOPER CITY, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50th Place, Cooper City, Florida 33328 ("**City**"),

and

SHENANDOAH GENERAL CONSTRUCTION, LLC., a Florida limited liability company, located at 1888 NW 22nd Street, Pompano Beach, FL 33069, hereinafter "**CONTRACTOR**," who is authorized to do business in the State of Florida.

City and CONTRACTOR may each be referred to herein as "party" or collectively as "parties".

WHEREAS, the City desires to enter into an agreement with the CONTRACTOR for the CONTRACTOR to provide sanitary sewer, stormwater, line & manhole rehabilitation services; and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

WHEREAS, the parties wish to incorporate the terms and conditions of the Agreement for sanitary sewer, stormwater, line & manhole rehabilitation services, between MANATEE COUNTY, FLORIDA and the CONTRACTOR for the sanitary sewer, stormwater, line & manhole rehabilitation services dated March 1, 2021, ("Manatee County Agreement"). A copy of the Manatee County Agreement is attached hereto as **Exhibit "A"** and incorporated herein; and,

WHEREAS, the term of the Manatee County Agreement is from date of execution, through and including February 28, 2024 unless terminated by Manatee County pursuant to Article 9, but not to exceed a total number of three (3) years; reserving the right to extend the initial term of three (3) years for an additional two (2), one year periods not to exceed a total of five (5) years including all renewals; and

WHEREAS, the Parties agree to add the provisions of this agreement to the Manatee County Agreement as set forth herein; and

WHEREAS, CONTRACTOR has agreed to honor the prices and terms and conditions of the Manatee County Agreement; and

WHEREAS, City desires to retain the services of CONTRACTOR by "piggybacking" the Manatee County Agreement; and

WHEREAS, the City has reviewed the scope of services of the competitively bid Manatee County Agreement, and has determined that it is an agreement that can be used by the City and that time, expense and marketplace factors make it financially advantageous for the City to do so.; and

WHEREAS, the City has the authority to enter into this agreement pursuant to the City's Procurement Code, Section 2-258(f) of the City's Code of Ordinances, related to the City's emergency powers.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. The prices, terms and conditions of the Manatee County Agreement shall govern the relationship between the City and CONTRACTOR, except as amended below:

- A. The Scope of Services for the Work ("Work") to be performed under this Agreement shall be as set forth in the Manatee County Agreement, except said Work shall be performed in and for the City. The proposal for the Work is attached hereto as **Exhibit "B", for a "not to exceed" amount of \$299,999.00.**
- B. The CONTRACTOR agrees at all times to indemnify, hold the City harmless and, at the City's option, defend or pay for any attorney selected by the City to defend the City, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, losses, liabilities, expenditures or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the City or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.
- C. CONTRACTOR shall not commence the Work unless and until the requirements for insurance have been fully met by CONTRACTOR and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.
- D. All payments shall be governed by the Local Government prompt Payment Act as provided under §§218.70-.80, Florida Statutes.

Section 3. In all other respects, the terms and conditions of the Manatee County Agreement, are hereby ratified and shall remain in full force and effect under this "piggybacking" arrangement, as provided by the terms of this Agreement. All recitals, representations, and warranties of CONTRACTOR made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

Section 4. The term of this Agreement is effective upon approval by the City Commission, and shall remain in effect until terminated.

Section 5. Public Records.

- A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:
1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the City in order to perform the service.
 2. Upon request by City's records custodian, provide City with a copy of 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 for the duration of this Agreement.
 4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to City, at no cost to City, within seven days. All records stored electronically by CONTRACTOR shall be delivered to City in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
 5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-434-4300, PRR@COOPERCITYFL.ORG OR BY MAIL: CITY OF COOPER CITY – CITY CLERK'S OFFICE, 9090 SW 50TH PLACE, COOPER CITY, FL 33328.

Section 6. Scrutinized Companies.

- A. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the

CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- B. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 7. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 8. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Joe Napoli
City Manager
City of Cooper City
9090 SW 50th Place
Cooper City, Florida 33328

Copy to: Jacob G. Horowitz, Esq.
City Attorney
Goren, Cherof, Doody, and Ezrol, P.A.
3099 E. Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

For CONTRACTOR: Daniel DiMura, President
Shenandoah General Construction, LLC.
1888 NW 22nd Street
Pompano Beach, Florida 33069
(954) 975-0098

Section 9. E-Verify. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

A. Definitions for this Section:

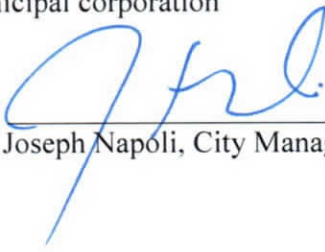
1. “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, CONTRACTOR or consultant.
2. “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
3. “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Section 10. Severability. This Agreement sets forth the entire agreement between CONTRACTOR and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties’ mutual agreement set forth in writing and signed by the parties.

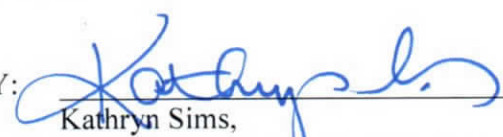
Section 11. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

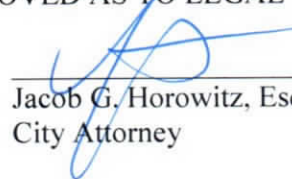
CITY OF COOPER CITY, a Florida municipal corporation

BY: 
Joseph Napoli, City Manager

ATTEST:

BY: 
Kathryn Sims,
Assistant City Manager, City Clerk

APPROVED AS TO LEGAL FORM:

BY: 
Jacob G. Horowitz, Esq.
City Attorney

WITNESSED BY:

Shenandoah General Construction, LLC.,
a Florida limited liability company


Witness Signature

Jennifer Breier

Witness Printed Name


Witness Signature

Sophie Starfas

Witness Printed Name

By:  _____

Print Name: Daniel DiMura _____

Title: President _____

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Daniel DiMura, as President of **Shenandoah General Construction, LLC.**, and acknowledged that they have executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of Daniel DiMura, as President of **Shenandoah General Construction, LLC.**, and who is personally known to me ~~xxxxxxx produced~~
Known _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this 21 day of June, 2021.



NOTARY PUBLIC

Print or Type Name

My Commission Expires:





**THE CITY OF COOPER CITY
DOCUMENT ROUTING FORM**

ORIGINATING DEPARTMENT: Utilities
DEPT. CONTACT PERSON: Mike Bailey **EXT.** 111

PLEASE COMPLETE FOR AGREEMENTS ONLY*****RETURN TO CITY CLERK'S OFFICE

NAME OF OTHER CONTRACTUAL PARTY/ENTITY: Shenandoah General Construction

IS THIS AGREEMENT A RESULT OF A COMPETITIVE PROCUREMENT PROCESS? YES NO
 TOTAL CONTRACT AMOUNT: \$ 299,999 FUNDING INVOLVED? YES NO

OTHER: (PLEASE SPECIFY) _____

PURPOSE OF ITEM (BRIEF SUMMARY): Approval to authorize an agreement with Shenandoah General Construction to provide gravity sewer system rehabilitation services

COMMISSION APPROVAL DATE: 7 / 13 / 2021 IF THIS DOES NOT REQUIRE COMMISSION

APPROVAL, PLEASE EXPLAIN: _____

PLEASE COMPLETE FOR ALL OTHER ITEMS*****RETURN TO ORIGINATING DEPARTMENT

DOCUMENT TYPE: _____

PURPOSE OF ITEM (BRIEF SUMMARY): _____

ROUTING INFORMATION	Date	PLEASE PRINT AND SIGN
APPROVAL BY DEPARTMENTAL DIRECTOR	<u>7/19/21</u>	PRINT: <u>M Bailey</u> SIGNATURE: <u>[Signature]</u>
CITY ATTORNEY (IF APPLICABLE)	<u>7/27/21</u>	PRINT: <u>Jacob Horvath</u> SIGNATURE: <u>[Signature]</u>
RISK ASSESSMENT (IF APPLICABLE)	<u>7/27/21</u>	PRINT: <u>K Sams</u> SIGNATURE: <u>[Signature]</u>
ASSISTANT CITY MANAGER	<u>7/27/21</u>	PRINT: _____ SIGNATURE: <u>[Signature]</u>
RECEIVED BY CITY MANAGER	<u>7/28/21</u>	PRINT: <u>J N 2004</u> SIGNATURE: _____
		PRINT: _____ SIGNATURE: _____

PLEASE ATTACH THIS ROUTING FORM TO ALL DOCUMENTS THAT REQUIRE EXECUTION BY THE CITY MANAGER



Notice of Award

Notice is hereby given that Manatee County Government (County) awarded a Contract on January 26, 2021, for Sanitary Sewer, Stormwater, Line and Manhole Rehabilitation Services, Solicitation No. 21-R075323JH as follows:

Contract title: Sanitary Sewer, Stormwater, Line and Manhole Rehabilitation Services

Awarded companies: BLD Services, LLC., GML Coatings, LLC., Hinterland Group, Inc., Insituform Technologies, LLC., and Shenandoah General Construction, LLC.

Contract term: Initial three (3) years with two (2) one-year renewal options.

Contract amount: Annual aggregate not to exceed \$2,500,000.

Contact the Procurement Representative for additional information:

Name: Dave Janney

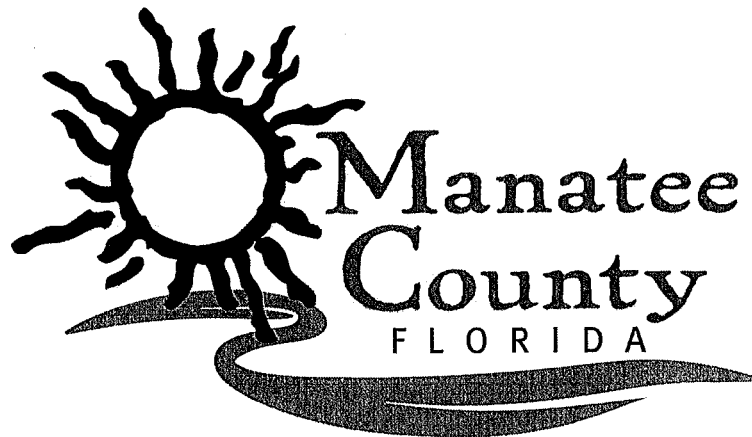
Phone: (941) 749-3056

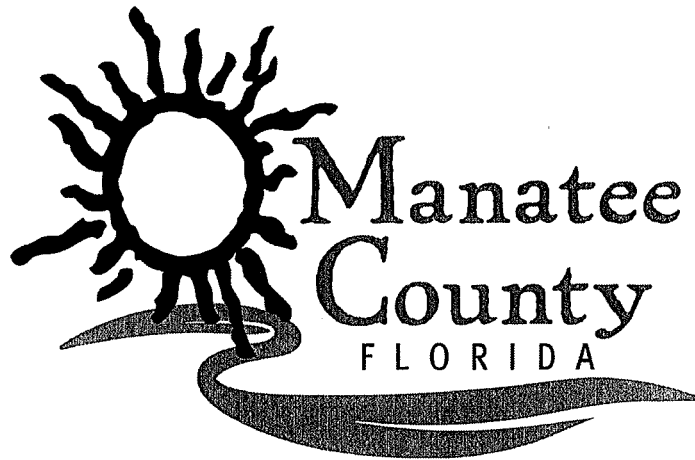
Email: Dave.Janney@mymanatee.org



Sanitary Sewer, Stormwater
Line & Manhole
Rehabilitation Services

Agreement No. 21R075323JH





AGREEMENT No. 21-R075323JH

**SANITARY SEWER, STORMWATER, LINE & MANHOLE
REHABILITATION SERVICES**

between

**MANATEE COUNTY
(COUNTY)**

and

**SHENANDOAH GENERAL CONSTRUCTION, LLC.
(CONTRACTOR)**

**AGREEMENT FOR SANITARY SEWER, STORMWATER, LINE & MANHOLE
REHABILITATION SERVICES**

THIS AGREEMENT is made and entered into as of this 1st day of March, 2021, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, ("**COUNTY**"), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **SHENANDOAH GENERAL CONSTRUCTION, LLC.**, a Florida limited liability company, ("**CONTRACTOR**") with offices located at 1888 NW 22nd Street, Pompano Beach, FL 33069, and duly authorized to conduct business in the State of Florida. COUNTY and CONTRACTOR are collectively referred to as the "Parties" and individually as "Party."

WHEREAS, CONTRACTOR engages in the business of Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation Services; and

WHEREAS, COUNTY has determined that it is necessary, expedient and in the best interest of COUNTY to retain CONTRACTOR to render the non-professional services described in this Agreement; and

WHEREAS, this Agreement is a result of CONTRACTOR'S submission of a bid in response to Invitation for Bid No. 21-R075323JH and COUNTY thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code.

NOW, THEREFORE, the COUNTY and CONTRACTOR, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. SCOPE OF SERVICES

CONTRACTOR shall provide non-professional services as described in **Exhibit A**, Scope of Services ("Services"). "Task" as used in this Agreement, refers to particular categories/groups of Services specified in **Exhibit A**.

ARTICLE 2. EXHIBITS INCORPORATED

This Agreement consists of a primary contract and four (4) exhibits, which are as follows:

- Exhibit A** Scope of Services
- Exhibit B** Fee Rate Schedule
- Exhibit C** Affidavit of No Conflict
- Exhibit D** Insurance and Bond Requirements

These Exhibits are attached hereto and are incorporated into this Agreement. In the event of a conflict between the terms and conditions provided in the Articles of this Agreement and any Exhibit, the provisions contained within these Articles shall prevail unless the Exhibit specifically states that it shall prevail.

ARTICLE 3. AGREEMENT TERM

- A. This Agreement shall commence on the date of execution by COUNTY ("Effective Date"). This Agreement shall remain in force through February 28, 2024 unless terminated by COUNTY pursuant to Article 8, but not to exceed a total number of three (3) years.
- B. COUNTY reserves the right to extend the initial term of three (3) years for an additional two (2), one year periods not to exceed a total of five (5) years including all renewals.

ARTICLE 4. COMPENSATION

- A. CONTRACTOR shall be compensated for the Services and all expenditures incurred in providing the Services.
- B. The fee rates specified in **Exhibit B** shall be the total compensation for the Services and shall contain all applicable costs, to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin. Reimbursable expenses shall be specified in **Exhibit B**.

ARTICLE 5. INVOICES AND TIME OF PAYMENT

- A. Subject to the provisions of this Agreement, COUNTY shall pay CONTRACTOR for the Services at a rate of compensation according to the deliverable payment schedule stated in **Exhibit B**.
- B. COUNTY shall approve of all invoices prior to payment.
- C. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify CONTRACTOR that the deliverable, or any part thereof, is unacceptable, and/or that any asserted expense is not reimbursable.
- D. COUNTY shall have the right to retain from any payment due CONTRACTOR under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to COUNTY by CONTRACTOR on any other Agreement between CONTRACTOR and COUNTY.
- E. All costs of providing the Services shall be the responsibility of CONTRACTOR, with the exception of reimbursement by COUNTY for costs deemed reimbursable in **Exhibit B**.

- F. Any dispute between COUNTY and CONTRACTOR with regard to the Services or CONTRACTOR'S invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and Article 12 of this Agreement.

ARTICLE 6. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall appoint an Agent with respect to the Services to be performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR'S Agent shall have the authority to make representations on behalf of CONTRACTOR, receive information, and interpret and define the needs of CONTRACTOR and make decisions pertinent to the Services. CONTRACTOR'S Agent shall have the right to designate other employees of CONTRACTOR to serve in his or her absence. CONTRACTOR reserves the right to designate a different agent, provided that COUNTY is given advance written notice thereof.
- B. CONTRACTOR shall perform the Services in accordance with the terms and conditions of this Agreement.
- C. CONTRACTOR shall ensure that all employees assigned to render the Services are duly qualified, registered, licensed or certified to provide the Services required.
- D. CONTRACTOR shall be responsible for collecting all existing data required for the successful completion of each Task.
- E. CONTRACTOR shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the Services. CONTRACTOR attests to this via an Affidavit of No Conflict, **Exhibit C**.
- F. CONTRACTOR shall be entitled to rely upon information provided from COUNTY. Information may include, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONTRACTOR'S work under this Agreement. CONTRACTOR shall be fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying any obvious deficiencies concerning the documents and information provided. CONTRACTOR shall notify COUNTY of any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. CONTRACTOR agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.
- G. CONTRACTOR shall be responsible for the professional quality and technical accuracy of the Services and any other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the Services.

- H. CONTRACTOR shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the required Services hereunder. CONTRACTOR shall not sublet, assign or transfer any Services without prior written consent of COUNTY.
- I. COUNTY may require in writing that CONTRACTOR remove from the Services any of CONTRACTOR'S personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY'S use of this provision will be valid.

ARTICLE 7. RESPONSIBILITIES OF COUNTY

- A. COUNTY shall, through its County Administrator, appoint an individual to serve as County Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to the Services. COUNTY reserves the right to designate a different County Representative, provided that CONTRACTOR is given advance written notice thereof.
- B. COUNTY shall make available, at no cost to CONTRACTOR, information relative to the project that is useful in the performance of the Services.
- C. COUNTY shall provide prompt notice to CONTRACTOR whenever COUNTY observes or otherwise becomes aware of any defect in the performance of the Services.
- D. COUNTY shall give careful and reasonable consideration to the findings and recommendations of CONTRACTOR and shall respond and issue notices to proceed in a timely manner.
- E. COUNTY personnel shall be available on a time-permitting basis, where required and necessary to assist CONTRACTOR. The availability and necessity of said personnel to assist CONTRACTOR shall be at the discretion of COUNTY.
- F. COUNTY shall perform the responsibilities enumerated in this Article at no cost to CONTRACTOR.

ARTICLE 8. COUNTY OWNERSHIP OF WORK PRODUCT

The Parties agree that COUNTY shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to COUNTY in connection with this Agreement, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively "the Intellectual Property"). CONTRACTOR hereby assigns and transfers all rights in the Intellectual Property to COUNTY. CONTRACTOR further agrees to execute and deliver such assignments and other documents as COUNTY may later require to perfect, maintain and enforce COUNTY'S rights as sole owner of the Intellectual property, including all rights under patent and

copyright law.

ARTICLE 9. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

1. COUNTY shall have the right, by written notice to CONTRACTOR, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:
 - a. Failure to provide Services that comply with the specifications herein or that fail to meet COUNTY'S performance standards;
 - b. Failure to perform the Services within the time specified in this Agreement; or
 - c. Work that is at a rate that disrupts the overall performance of this Agreement.
2. Prior to termination for default, COUNTY shall provide adequate written notice to CONTRACTOR, affording CONTRACTOR the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.
3. Such termination may also result in suspension or debarment of CONTRACTOR in accordance with Manatee County's Procurement Ordinance, Chapter 2-26. CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of the Agreement.
4. In the event of termination of this Agreement, CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.
5. In the event of termination by COUNTY for any cause, CONTRACTOR shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:
 - a. Stop the Services on the date and to the extent specified;
 - b. Terminate and settle all orders and subcontracts relating to the performance of the terminated Services;
 - c. Transfer all work in process, completed work, and other materials related to the terminated Services as directed by COUNTY; and
 - d. Continue and complete all parts of the Services that have not been terminated.

B. TERMINATION WITHOUT CAUSE:

COUNTY may terminate this Agreement, in whole or in part, without cause. COUNTY

shall provide CONTRACTOR a written "Notice of Intent to Terminate" thirty (30) days prior to the date of termination. If this Agreement is terminated by the COUNTY without cause, CONTRACTOR shall be entitled to payment for all Services performed to the satisfaction of the COUNTY and all expenses incurred under this Agreement prior to termination, less any costs, expenses or damages due to the failure of the CONTRACTOR to properly perform pursuant to this Agreement. CONTRACTOR shall not be entitled to any other compensation, including anticipated profits on unperformed Services.

ARTICLE 10. TRANSITION SERVICES UPON TERMINATION

Upon termination or expiration of this Agreement, CONTRACTOR shall cooperate with COUNTY to assist with the orderly transfer of the Services provided by CONTRACTOR to COUNTY. Prior to termination or expiration of this Agreement, COUNTY may require CONTRACTOR to perform and, if so required, CONTRACTOR shall perform, certain transition services necessary to shift the Services to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

- A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the Services;
- B. Executing the Transition Services plan activities;
- C. Answering questions regarding the Services on an as-needed basis; and
- D. Providing such other reasonable Services needed to effectuate an orderly transition to a new service provider or to COUNTY.

ARTICLE 11. DISPUTE RESOLUTION

- A. Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the County Procurement Official.
- B. CONTRACTOR agrees it must exhaust all dispute resolution procedures set forth in Manatee County's Procurement Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

ARTICLE 12. COMPLIANCE WITH LAWS

All Services rendered or performed by CONTRACTOR pursuant to the provisions of this Agreement shall be in compliance with all applicable local, state and federal laws and ordinances. CONTRACTOR shall have and keep current at all times during the term of this Agreement all licenses and permits as required by law.

ARTICLE 13. NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

ARTICLE 14. MAINTENANCE OF RECORDS; AUDITS; LICENSES

- A. CONTRACTOR shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.
- B. CONTRACTOR shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONTRACTOR'S performance. Such materials shall also be made available to COUNTY upon request for auditing purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONTRACTOR made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONTRACTOR must obtain them from that third party, or certify in writing to COUNTY why it was unable to do so. CONTRACTOR shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.
- C. CONTRACTOR shall obtain any licenses required to provide the Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by CONTRACTOR. CONTRACTOR shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

ARTICLE 15. PUBLIC RECORDS

Pursuant to Florida Statutes §119.0701, to the extent CONTRACTOR is performing services on behalf of COUNTY, CONTRACTOR shall:

- A. Keep and maintain public records that would ordinarily be required by COUNTY to perform the service.

- B. Upon request from COUNTY'S custodian of public records, provide 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.
- C. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY.
- D. Upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Phone: 941.742.5845

Email: Debbie.Scaccianoce@mymanatee.org

Mail or hand delivery:

Attn: Records Manager

1112 Manatee Avenue West

Bradenton, FL 34205

ARTICLE 16. INDEMNIFICATION

- A. Each Party shall defend, indemnify, save and hold harmless the other, its officers, employees and agents, from any and all third-party claims, liabilities, loss, or cause of action for property damage or bodily injury, including death, arising out of any negligent actions or omissions of the indemnifying Party, its agents, officers, employees or agents in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to the indemnified Party. Such indemnification shall include, but not be

limited to, the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees, incurred by the indemnified Party in connection with the indemnifying Party's activities arising out of the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified Party or person described in this paragraph or deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

- B. CONTRACTOR will indemnify, defend, save and hold harmless the COUNTY, its officers, and employees all third-party claims, liabilities, loss, or cause of action that the Services constitutes an infringement of any third-party intellectual property right(s), unless such claim is based on COUNTY'S wrongful or illegitimate use of the Services. The foregoing states the entire liability of CONTRACTOR and the sole and exclusive remedy for COUNTY with respect to any third-party claim of infringement or misappropriation of intellectual property rights. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees.

ARTICLE 17. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein shall be interpreted as a waiver by COUNTY of its rights, including the limitations of the waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other applicable statutes or immunities. COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 18. INSURANCE

- A. CONTRACTOR shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as **Exhibit D**, during the term of this Agreement, to include any renewal terms.
- B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit D** shall be filed with the Procurement Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.
- C. Insurance shall remain in force for at least three (3) years after completion of the Services in the amounts and types of coverage as required by **Exhibit D**, including coverage for all Services completed under this Agreement.

D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONTRACTOR and delivered to the Procurement Official thirty (30) days prior to the date of their expiration.

ARTICLE 19. SOLICITATION OF AGREEMENT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from this Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 20. ASSIGNMENT AND SUBCONTRACTING

CONTRACTOR shall not assign or transfer any right or duty under this Agreement to any other Party without the prior written consent of COUNTY. In the event CONTRACTOR asserts it is necessary to utilize the services of third parties to perform any of the Services, CONTRACTOR shall first obtain prior written approval of COUNTY.

Approval to utilize any third party shall not relieve CONTRACTOR from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONTRACTOR as outlined in this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

Assignment, pledging, sale, transfer or encumbering of any interest or rights under this Agreement, to anyone other than the CONTRACTOR, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement.

ARTICLE 21. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement, without liability or at its discretion to deduct from the agreement price consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 22. KEY PERSONNEL

The following key personnel shall be the COUNTY primary contacts assigned to this Agreement by CONTRACTOR:

Daniel DiMura, Vice President

CONTRACTOR shall notify the COUNTY in writing within ten (10) business days of any changes to the key personnel.

ARTICLE 23. SUB-CONTRACTORS

If CONTRACTOR receives written approval from the COUNTY to use the services of a sub-contractor(s), CONTRACTOR shall utilize the fees specified in **Exhibit B** for any subcontractors utilized in the provision of the Services.

ARTICLE 24. LIABILITY FOR NEGLIGENCE.

To the fullest extent allowed by law, the individuals performing the Services pursuant to this Agreement shall be personally liable for negligent acts or omissions. To the fullest extent allowed by law, CONTRACTOR shall likewise be liable for negligent acts or omissions in the performance of the Services.

ARTICLE 25. NOTICES

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY: Manatee County Government
 Utilities Department/Sewer Collections
 Attn: Joe Burns
 4524 66th Street W.
 Bradenton, FL 34210
 Phone: (941) 792-8811
 Email: joe.burns@mymantee.org

To CONTRACTOR: Shenandoah General Construction, LLC.
 Attn: Vice President
 Daniel DiMura
 1888 NW 22nd Street
 Pompano Beach, FL 33069
 Phone: (954) 975-0098
 Email: m.lary@shenandoahus.com

ARTICLE 26. RELATIONSHIP OF PARTIES

The relationship of CONTRACTOR to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONTRACTOR or any of the officers, employees, personnel, agents, or sub-contractors of CONTRACTOR any rights, interest or status as an employee of COUNTY. COUNTY

shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to CONTRACTOR in connection with this Agreement or for debts or claims accruing to such parties. CONTRACTOR shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

ARTICLE 27. NO CONFLICT

By accepting award of this Agreement, CONTRACTOR, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or Services required hereunder.

ARTICLE 28. ETHICAL CONSIDERATIONS

CONTRACTOR recognizes that in rendering the Services, CONTRACTOR is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition CONTRACTOR shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the Services. CONTRACTOR shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the Services rendered to COUNTY.

ARTICLE 29. PUBLIC ENTITY CRIMES

CONTRACTOR has been made aware of the Florida Public Entity Crimes Act, Florida Statutes § 287.133, specifically section 2(a), and COUNTY'S requirement that CONTRACTOR comply with it in all respects prior to and during the term of this Agreement.

ARTICLE 30. TAXES

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CONTRACTOR is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONTRACTOR'S normal tax liability.

CONTRACTOR shall be responsible for payment of federal, state, and local taxes which may be imposed upon CONTRACTOR under applicable law to the extent that CONTRACTOR is responsible for the payment of same under applicable law.

ARTICLE 31. FORCE MAJEURE

Neither Party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other

act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the Party seeking relief under this Article.

ARTICLE 32. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

ARTICLE 33. ATTORNEY FEES

In the event of any litigation arising under the terms of this Agreement, each Party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

ARTICLE 34. PATENT AND COPYRIGHT RESPONSIBILITY

Any material or design specified by CONTRACTOR or supplied by CONTRACTOR pursuant to this Agreement shall not knowingly infringe any patent or copyright, and CONTRACTOR shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by CONTRACTOR in the performance of the Services.

ARTICLE 35. AMENDMENTS

This Agreement and Exhibits referenced herein constitute the entire Agreement between the Parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the Parties. The Parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

ARTICLE 36. SEVERABILITY

It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

ARTICLE 37. LEGAL REFERENCES

All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to "applicable law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

ARTICLE 38. HEADINGS, CONSTRUCTION

The Parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 39. TIME

For purposes of computing any period of number of days hereunder for notices or performance of ten (10) days or less, Saturdays, Sundays and holidays shall be excluded, unless otherwise stated.

ARTICLE 40. AUTHORITY TO EXECUTE

Each of the Parties hereto covenants to the other Party that it has lawful authority to enter into this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.


SHENANDOAH GENERAL CONSTRUCTION, LLC.


BY: _____

Printed Name: Daniel DiMura

Title: Vice President

Date: January 6, 2021

**MANATEE COUNTY, a political subdivision
of the State of Florida**



Jacob Erickson, MBA, CPPO, NIGP-CPP
Procurement Official

Date: 1/26/2021

**EXHIBIT A, SCOPE OF SERVICES
AGREEMENT NO. 21-R075323JH**

1.01 BACKGROUND INFORMATION

It is the intent of Manatee County to establish an annual agreement to procure, on an "as required" basis, Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation Services.

1.02 SCOPE

Contractor shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation Services that will meet the requirements of the Agreement.

1.03 GENERAL REQUIREMENTS

Contractor shall provide the following requirements:

a. MATERIALS

The Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation materials portion of this Invitation for Bid shall consist of, but is not limited to, the supply and/or supply and delivery of Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation materials to various job sites within Manatee County.

b. SERVICES

The Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation services portion of this Invitation for Bid shall consist of, but is not limited to, Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation, at various job sites within Manatee County. The Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation Services shall be performed by the Contractor in accordance with the scope of services provided by the County. The Contractor shall furnish any required labor, materials, equipment, tools, services, and incidentals necessary to complete all work required to complete Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation services authorized by a Release Order (RO). The Contractor shall perform the work complete, in place and ready for continuous services, shall include any repairs, replacement, and/or restoration required as a result of damages caused prior to acceptance by the County.

c. DETAILED COST PACKAGE

The County will initiate a meeting with the Contractor to review the scope of services and possibly conduct an on-site visit. The Contractor shall then be required to prepare a detailed cost package using their Pricing Form. The detailed cost package shall include itemized costs based on the Contractor's Pricing Form, a detailed statement of work and shop drawings/sketches (if applicable) for the specific work required and a schedule for completion of the specific work. The Contractor shall be expected to expeditiously prepare its detailed cost package and in no event shall the preparation time exceed 15 calendar days. The

Contractor shall submit its detailed cost package to the County, who will evaluate and, if approved, will issue a written RO. The County has no obligation to issue a RO and reserves the right to not issue a RO for the specific work. The County reserves the right to use any Contractor which it deems to be in its best interest for any specific project. Selection of the Contractor for each project will be within the sole direction of the County.

d. DELIVERY

Once a written RO is faxed / emailed to the Contractor, the work shall be scheduled and started within sixty (60) calendar days. However, should the work have to be performed on an emergency basis, work will be scheduled and started within two (2) calendar days.

All deliveries to the Utilities Warehouse Facility shall be pre-arranged between the Contractor and the Utilities representative. Holiday and weekend deliveries may be needed as product use or circumstances require.

If the Contractor cannot meet the delivery requirements for any of the product or services specified herein, the County reserves the right to procure the product or services from the next lowest responsive, responsible Contractor, or to solicit new pricing.

The goal of this agreement is for the speedy acquisition of water and sewer materials and accessories; therefore, Contractor's responsiveness under the terms of this agreement is paramount. Delivery of orders resulting from award of this bid shall be made within seven (7) to ten (10) business days after receipt of a valid RO number for the items listed on the Bid Form. For all other items, deliveries shall be made complete within thirty (30) calendar days after receipt of a valid RO number.

Failure to respond within the time specified may result in materials being ordered from and delivered by others and/or termination of award.

e. QUALITY OF WORK

If at any time the labor or materials used or to be used appears to the County as insufficient or improper for the securing the quality of Work required or the required rate of progress, the County may order the Contractor to increase its efficiency or to improve the character of its work, and the Contractor shall confirm to such an order. Any such order shall not entitle the Contractor to any additional compensation or increase in contract time. The failure of the County to demand any increase of such efficiency or any improvement shall not release the Contractor from its obligation to secure the quality of work or the rate of progress necessary to complete work satisfactorily. The County may require the Contractor to remove such personnel as the County deems incompetent, careless, insubordinate, otherwise objectional, or whose continued employment is deemed contrary to the County's interest. The Contractor shall provide good quality workmanship and shall promptly correct any defects without additional

compensation. Acceptance of the work by the County shall not relieve the Contractor of the responsibility for subsequent correction of any defects.

f. QUALITY CONTROL

- i. Develop and maintain a program to assure quality control of the services provided.
- ii. Be responsible for all supervision, subcontractors, and provide instructions when their effort doesn't conform to the requirements of the Agreement and/or RO.
- iii. Continue to coordinate each subcontractor to ensure that corrections are made in a timely manner to not affect the mutually agreed schedule.

g. LAYOUT OF WORK

- i. Where required, shall set construction stakes and batter boards for establishing lines, positions of structures, slopes, and other controlling points necessary for the proper prosecution of the work. The stakes, as set will be checked and approved by the County before construction is commenced. These stakes and marks shall constitute the field control by and in accordance with which the Contractor shall govern and execute the work.
- ii. Will be held responsible for the preservation of all stakes and marks; and if for any reason any of the stakes or marks or batter boards become destroyed or disturbed, they will immediately and accurately be replaced by the Contractor at no additional expense to the County.

h. OVERTIME WORK

Only work specified by the County as requiring overtime work hours will be subject to an overtime surcharge. Any work done by the Contractor during overtime hours, but not specified as required by County will be considered normal hours and normal hourly rate(s) shall apply. Overtime work shall be defined as work performed on Sundays, national/county holidays and all work performed between the hours of 7:00pm and 7:00am. Contractors shall include a per day surcharge on the Pricing Form that will include all equipment, materials, labor, and Maintenance of Traffic (MOT) required to take all the necessary precautions for the protection of the work and the safety of the public.

i. WARNING SIGNS AND BARRICADES

The Contractor shall provide adequate signs, barricades, flashing lights, flagmen, watchmen, and take all necessary precautions for the protection of the work and safety of the public. Traffic control warning signs and barricades shall be in strict accordance with the provisions of the FDOT Manual on Traffic Controls and Safety Practices for Street and Highway Construction, Maintenance and Utility Operations (latest revision). All barricades and obstructions shall be protected at night by flashing signal lights which shall be of substantial for night visibility. Suitable warning signs shall be so placed and illuminated at night to show in advance where construction, barricades, or detours exist. All work items are to include the cost of signing and traffic maintenance.

j. PROTECTION OF WORK, PERSONS AND PROPERTY

- i. Continuously maintain adequate protection of all work from damage and shall protect all property from injury or loss arising in connection with the contract. Contractor shall make good any such damage, injury, or loss.
- ii. Provide, protect, and maintain all passageways, guard fences, lights, and other facilities required by the public authority or local conditions.
- iii. Provide reasonable maintenance of traffic ways for the public and preservation of the continuation of the County's business taking into full consideration all local conditions.
- iv. Comply with Florida Department of Commerce Safety Regulation and any local safety regulations.

k. CLEAN-UP

- i. Keep the construction site free of rubbish and waste material and restore to their original condition those portions of the site not designated for alteration by the scope of services. Clean up and restoration shall be accomplished on the continuing basis throughout the contract period and in such a manner as to maintain a minimum of nuisance and interference to the general public and residents in the vicinity of the work.
- ii. Remove when no longer needed, all temporary structures markers and equipment used in its operations. It is the intent of this specification that the construction areas and those other areas not designated for alteration by the scope of services be restored to their original condition or as nearly as possible.

1.04 TECHNICAL REQUIREMENTS

The Contractor's equipment, products, and services shall meet the technical specifications outlined in Exhibit 3 of IFB No. 21-R075323JH.

1.05 WARRANTY AND GUARANTEE PROVISIONS

All maintenance, repair and construction services furnished as defined herein shall be guaranteed and warranted by the Contractor for a minimum period of three (3) years, unless otherwise specified, from final acceptance by the County to be free from defects due either to faulty materials or equipment or faulty workmanship.

All materials, equipment, and workmanship furnished and/or furnished and installed by the Contractor is warranted and guaranteed by the Contractor to meet the required standards specified herein and to accomplish the purposes and functions of the project.

The County shall, following discovery of faulty materials or workmanship, promptly give written notice to the Contractor of faulty materials, equipment, or workmanship within the period of the guarantee and the Contractor shall promptly replace any part of the faulty equipment, material, or workmanship at its own cost. These warranty and guarantee provisions create no limitations on the County as to any claims or

actions for breach of guaranty or breach of warranty that the County might have against parties other than the Contractor, and do not constitute exclusive remedies of the County against the Contractor.

1.06 LIMITATIONS PER PROJECT

No single construction project estimated to exceed \$299,999.99 shall be performed under this Agreement. A project exceeding \$299,999.99 shall be solicited under a separate formal, sealed process in order to comply with FS 255.0525.

1.07 LIQUIDATED DAMAGES

If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will hinder its completion within the time specified, the County may seek damages. The actual damages for delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the County the sum of \$250.00 as fixed, agreed and liquidated damages for each calendar day of the delay until the Work is finally accepted by the County and the Contractor and their Surety shall be liable for the amount thereof. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the County at the demand of the County, together with interest from the date of the demand at the maximum allowable rate.

1.08 ACCESSIBILITY

The Contractor shall ensure all its electronic information, documents, applications, reports, and deliverables required under the Agreement are in a format that meets the requirements of Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2).

Where not fully compliant with these requirements and best practices, the Contractor shall provide clear points of contact for each document and information technology to direct users in how to obtain alternate formats. Further, the Contractor shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

END OF EXHIBIT A

EXHIBIT B FEE RATE SCHEDULE - AGREEMENT NO. 21-R075323JH Sanitary Sewer, Stormwater Line & Manhole Rehabilitation Services				Shenandoah	
DESCRIPTION	SIZE	EST ANNUAL QTY	UOM	PRICE	EXTENDED PRICE
GROUP 1 - SEWER LINE Sanitary Sewer, Stormwater Sewer Line Cleaning and Deposition					
1 Light Cleaning					
	6" to 12" Diameter	10,000	linear foot	\$1.50	\$15,000.00
	14" to 18" Diameter	8,000	linear foot	\$2.50	\$20,000.00
	20" to 24" Diameter	8,000	linear foot	\$3.00	\$24,000.00
	27" to 42" Diameter	3,000	linear foot	\$4.00	\$12,000.00
	43" to 54" Diameter	3,000	linear foot	\$8.00	\$24,000.00
	> 54" Diameter	2,000	linear foot	\$12.00	\$24,000.00
2 Medium Cleaning					
	6" to 12" Diameter	10,000	linear foot	\$2.00	\$20,000.00
	14" to 18" Diameter	5,000	linear foot	\$3.50	\$17,500.00
	20" to 24" Diameter	5,000	linear foot	\$5.00	\$25,000.00
	27" to 42" Diameter	3,000	linear foot	\$6.00	\$18,000.00
	43" to 54" Diameter	3,000	linear foot	\$12.00	\$36,000.00
	> 54" Diameter	2,000	linear foot	\$25.00	\$50,000.00
3 Heavy Cleaning					
	6" to 12" Diameter	5,000	linear foot	\$3.00	\$15,000.00
	14" to 18" Diameter	5,000	linear foot	\$4.50	\$22,500.00
	20" to 24" Diameter	5,000	linear foot	\$6.00	\$30,000.00
	27" to 42" Diameter	3,000	linear foot	\$9.00	\$27,000.00
	43" to 54" Diameter	2,000	linear foot	\$25.00	\$50,000.00
	> 54" Diameter	1,000	linear foot	\$55.00	\$55,000.00
4 Root Removal					
	6" to 12" Diameter	3,000	linear foot	\$3.00	\$9,000.00
	14" to 18" Diameter	3,000	linear foot	\$4.00	\$12,000.00
	20" to 24" Diameter	3,000	linear foot	\$5.00	\$15,000.00
	27" to 42" Diameter	3,000	linear foot	\$7.00	\$21,000.00
	43" to 54" Diameter	2,000	linear foot	\$8.00	\$16,000.00
	> 54" Diameter	2,000	linear foot	\$10.00	\$20,000.00
5 Tuberculation					
	6" to 12" Diameter	3,000	linear foot	\$9.00	\$27,000.00
	14" to 18" Diameter	3,000	linear foot	\$10.00	\$30,000.00
	20" to 24" Diameter	2,000	linear foot	\$15.00	\$30,000.00
	27" to 42" Diameter	1,000	linear foot	\$20.00	\$20,000.00
	43" to 54" Diameter	1,000	linear foot	\$20.00	\$20,000.00
	> 54" Diameter	2,000	linear foot	\$25.00	\$50,000.00
6 Mechanical Cutting					
	6" to 12" Diameter	3,000	linear foot	\$10.00	\$30,000.00
	14" to 18" Diameter	3,000	linear foot	\$12.00	\$36,000.00
	20" to 24" Diameter	1,000	linear foot	\$15.00	\$15,000.00
	27" to 42" Diameter	1,000	linear foot	\$20.00	\$20,000.00
	43" to 54" Diameter	1,000	linear foot	\$22.00	\$22,000.00
	> 54" Diameter	2,000	linear foot	\$25.00	\$50,000.00

EXHIBIT B FEE RATE SCHEDULE - AGREEMENT NO. 21-R075323JH Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation Services				Shenandoah	
DESCRIPTION	SIZE	EST. ANNUAL QTY.	UOM	PRICE	EXTENDED PRICE
7 By-Pass Pumping					
	6" Sewer Flow	1,000	linear foot	\$2.00	\$2,000.00
	8" Sewer Flow	3,000	linear foot	\$2.00	\$6,000.00
	10" Sewer Flow	3,000	linear foot	\$2.00	\$6,000.00
	12" Sewer Flow	3,000	linear foot	\$2.50	\$7,500.00
	15" Sewer Flow	4,000	linear foot	\$3.00	\$12,000.00
	18" Sewer Flow	4,000	linear foot	\$4.00	\$16,000.00
	20" Sewer Flow	4,000	linear foot	\$7.50	\$30,000.00
	24" Sewer Flow	4,000	linear foot	\$9.00	\$36,000.00
	30" Sewer Flow	4,000	linear foot	\$16.00	\$64,000.00
	36" Sewer Flow	1,000	linear foot	\$20.00	\$20,000.00
	42" Sewer Flow	1,000	linear foot	\$21.00	\$21,000.00
	48" Sewer Flow	1,000	linear foot	\$23.00	\$23,000.00
	54" Sewer Flow	1,000	linear foot	\$23.00	\$23,000.00
	>54" Sewer Flow	1,000	linear foot	\$25.00	\$25,000.00
8 Pump Set-Up					
	4" Pump	5	each	\$200.00	\$1,000.00
	6" Pump	5	each	\$250.00	\$1,250.00
	8" Pump	5	each	\$850.00	\$4,250.00
	10" Pump	5	each	\$1,200.00	\$6,000.00
	12" Pump	5	each	\$1,500.00	\$7,500.00
9 Pump Operation (per hour / per pump)					
	4" Pump	6	hour	\$40.00	\$240.00
	6" Pump	6	hour	\$55.00	\$330.00
	8" Pump	6	hour	\$65.00	\$390.00
	10" Pump	6	hour	\$105.00	\$630.00
	12" Pump	6	hour	\$150.00	\$900.00
10 TV Inspection - Sewer Lateral					
	0' to 30'	10	each	\$300.00	\$3,000.00
	>30'	10	linear foot	\$5.00	\$50.00
Lateral Cleaning		5,000	linear foot	\$2.00	\$10,000.00
11 TV Pipe Inspection (<10,000 linear ft)					
	6" to 12" Diameter	1,000	linear foot	\$1.00	\$1,000.00
	14" to 18" Diameter	8,000	linear foot	\$1.00	\$8,000.00
	20" to 24" Diameter	5,000	linear foot	\$2.00	\$10,000.00
	27" to 42" Diameter	2,000	linear foot	\$2.00	\$4,000.00
	43" to 54" Diameter	2,000	linear foot	\$3.00	\$6,000.00
	>54" Diameter	2,000	linear foot	\$5.00	\$10,000.00
12 Additional Set-Up		1	lump sum	\$1,500.00	\$1,500.00
13 Smoke Testing		5,000	linear foot	\$0.50	\$2,500.00
TOTAL - GROUP 1 - SECTION A (Items 1-13)					\$1,298,040.00

EXHIBIT B FEE RATE SCHEDULE - AGREEMENT NO. 21-R075323JH Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation Services					Shenandoah	
DESCRIPTION	SIZE	EST. ANNUAL QTY.	UOM	PRICE	EXTENDED PRICE	
GROUP B SECTION B Sanitary Sewer / Stormwater Systems Line Rehabilitation Methods, CRP (Channel Boxes Only)						
1 Sanitary Sewer Mains 6" to 24"						
5.0mm normal thickness (.197)	6" Diameter	5,000	linear foot	\$45.00	\$225,000.00	
7.5mm normal thickness (.295)	8" Diameter	10,000	linear foot	\$26.90	\$269,000.00	
7.5mm normal thickness (.295)	10" Diameter	8,000	linear foot	\$29.50	\$236,000.00	
9.0mm normal thickness (.354)	12" Diameter	8,000	linear foot	\$33.65	\$269,200.00	
9.0mm normal thickness (.354)	15" Diameter	5,000	linear foot	\$49.25	\$246,250.00	
10.5mm normal thickness (.413)	18" Diameter	5,000	linear foot	\$66.50	\$332,500.00	
12.0mm normal thickness (.472)	21" Diameter	5,000	linear foot	\$82.75	\$413,750.00	
13.5mm normal thickness (.531)	24" Diameter	1,500	linear foot	\$94.25	\$141,375.00	
15.0mm normal thickness (.591)	24" Diameter	1,500	linear foot	\$97.25	\$145,875.00	
2 Sanitary Sewer Mains >24"						
13.5mm normal thickness (.531)	27" Diameter	2,000	linear foot	\$99.75	\$199,500.00	
15.0mm normal thickness (.591)	27" Diameter	2,000	linear foot	\$102.75	\$205,500.00	
15.0mm normal thickness (.591)	30" Diameter	2,000	linear foot	\$117.25	\$234,500.00	
16.5mm normal thickness (.650)	36" Diameter	1,000	linear foot	\$142.00	\$142,000.00	
18.0mm normal thickness (.709)	36" Diameter	1,000	linear foot	\$145.00	\$145,000.00	
16.5mm normal thickness (.650)	42" Diameter	1,000	linear foot	\$198.50	\$198,500.00	
18.0mm normal thickness (.709)	42" Diameter	1,000	linear foot	\$202.50	\$202,500.00	
16.5mm normal thickness (.650)	48" Diameter	1,000	linear foot	\$237.75	\$237,750.00	
18.0mm normal thickness (.709)	48" Diameter	1,000	linear foot	\$243.75	\$243,750.00	
16.5mm normal thickness (.650)	54" Diameter	1,000	linear foot	\$308.25	\$308,250.00	
18.0mm normal thickness (.709)	54" Diameter	1,000	linear foot	\$315.25	\$315,250.00	
18.0mm normal thickness (.709)	>54" Diameter	1,000	linear foot	\$505.75	\$505,750.00	
TOTAL - GROUP B SECTION B (Items 1-2)					\$5,217,200.00	
GROUP C SECTION C Sanitary Sewer / Stormwater Systems Line Rehabilitation - By Pass Bumping						
1 Tanker truck tank	4,000 gallon capacity	5	per load	\$1,250.00	\$6,250.00	
2 Standard service reconnection		5	each	\$375.00	\$1,875.00	
3 Service with pressure grouting		5	each	\$550.00	\$2,750.00	
4 Lateral reinstatement cutting of defective lateral opening		5	each	\$375.00	\$1,875.00	
5 Trenchless lateral cleaning and reconstruction system	<=30' Linear Feet	50	linear foot	\$90.00	\$4,500.00	
6 Trenchless lateral cleaning and reconstruction system	>30' Linear Feet	50	linear foot	\$90.00	\$4,500.00	
7 Full wrap at main and 24" up connection		200	each	\$2,335.00	\$467,000.00	
8 Additional; clean out installation, grassed area	0'-4'	10	each	\$1,350.00	\$13,500.00	
9 Additional; clean out installation, grassed area	>4'	2	each	\$2,750.00	\$5,500.00	
10 Additional; clean out installation, paved area	0'-4'	10	each	\$1,725.00	\$17,250.00	
11 Additional; clean out installation, paved area	>4'	3	each	\$2,300.00	\$6,900.00	
TOTAL - GROUP C SECTION C (Items 1-11)					\$531,900.00	
GROUP D SECTION D Sanitary Sewer Joint, Wrapping Joint Grouting and Lateral Grouting						
1 Lateral Grouting, Sanitary Sewer						
	6" Diameter, < 50' Run	20	each	\$350.00	\$7,000.00	
	6" Diameter, > 50' Run	20	each	\$350.00	\$7,000.00	
	8"-12" Diameter, < 50' Run	20	each	\$450.00	\$9,000.00	
	8"-12" Diameter, > 50' Run	20	each	\$450.00	\$9,000.00	
2 Joint Testing, Sanitary Sewer						
	6"-15" Diameter, < 50' Run	20	each	\$40.00	\$800.00	
	6"-15" Diameter, > 50' Run	20	each	\$50.00	\$1,000.00	
3 Joint Grouting, Sanitary Sewer						
	6" Diameter, < 50' Run	20	each	\$40.00	\$800.00	
	6" Diameter, > 50' Run	20	each	\$35.00	\$700.00	
	8" Diameter, < 50' Run	20	each	\$45.00	\$900.00	
	8" Diameter, > 50' Run	20	each	\$35.00	\$700.00	
	10" Diameter, < 50' Run	20	each	\$45.00	\$900.00	
	10" Diameter, > 50' Run	20	each	\$35.00	\$700.00	
	12" Diameter, < 50' Run	20	each	\$50.00	\$1,000.00	
	12" Diameter, > 50' Run	20	each	\$45.00	\$900.00	
	15" Diameter, < 50' Run	20	each	\$60.00	\$1,200.00	
	15" Diameter, > 50' Run	20	each	\$55.00	\$1,100.00	
4 Additional grout		20	gallon	\$20.00	\$400.00	
TOTAL - GROUP D SECTION D (Items 1-4)					\$43,100.00	

EXHIBIT B FEE RATE SCHEDULE - AGREEMENT NO. 21-R075323JH Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation Services					Shenandoah	
DESCRIPTION	SIZE	EST. ANNUAL QTY.	UOM	PRICE	EXTENDED PRICE	
GROUP 1, SECTION E Miscellaneous Items						
1 Mechanical cutting for grease or mineral deposits (heavier process than root cutting, not as heavy as tuberculation cutting (all sizes))		30	linear foot	\$75.00	\$2,250.00	
2 Main line air testing and grouting of joints (8" - 24")		1,000	each joint	\$50.00	\$50,000.00	
3 Void grouting by the cubic yard		2	each joint	\$3,000.00	\$6,000.00	
4 Traffic Control						
Flagman (each)		2	day	\$200.00	\$400.00	
Supervisor		1	day	\$450.00	\$450.00	
Non-Electronic Signage (each)		4	day	\$30.00	\$120.00	
Arrowboard (each)		2	day	\$200.00	\$400.00	
Cones (each)		2	day	\$25.00	\$50.00	
Barricades (each)		2	day	\$35.00	\$70.00	
Lane dividers (each)		4	day	\$200.00	\$800.00	
Variable message board		4	day	\$200.00	\$800.00	
Light tower		2	day	\$300.00	\$600.00	
Easement access, additional	<12" Diameter	100	linear foot	\$2.00	\$200.00	
Easement access, additional	>12" Diameter	100	linear foot	\$3.00	\$300.00	
Wellpointing / dewatering		1	lump sum	\$20,000.00	\$20,000.00	
5 Mobilization / Demobilization (projects in excess of \$100,000), including Performance and Payment Bond		100,000	%	12.00%	\$12,000.00	
6 Mobilization / Demobilization (projects less than \$100,000), without Performance and Payment Bond		25,000	%	10.00%	\$2,500.00	
TOTAL - GROUP 1, SECTION E (Items 1-6)					\$96,940.00	
TOTAL GROUP 1					\$7,187,180.00	
TOTAL GROUP 2						
TOTAL GROUP 3						
TOTAL GROUP 4						

EXHIBIT C, AFFIDAVIT OF NO CONFLICT

STATE OF Florida
COUNTY OF Broward

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME]
Daniel DiMura, as [INSERT TITLE]
Vice President of [INSERT CONTRACTOR NAME]
Shenandoah General Const. LLC, (hereinafter "CONTRACTOR") with full authority to
bind CONTRACTOR, who being first duly sworn, deposes and says that
CONTRACTOR:

(a) Is not currently engaged and will not become engaged in any obligations,
undertakings or contracts that will require CONTRACTOR to maintain an adversarial
role against the County or that will impair or influence the advice, recommendations or
quality of work provided to the County; and

(b) Has provided full disclosure of all potentially conflicting contractual relationships
and full disclosure of contractual relationships deemed to raise a question of conflict(s);
and

(c) Has provided full disclosure of prior work history and qualifications that may be
deemed to raise a possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political
subdivision of the State of Florida, to enter into this Agreement No. 21-R075323JH for
Sanitary Sewer, Stormwater, Line and Manhole Rehabilitation Services

DATED this 6 day of January, 2021.

[Signature]
CONTRACTOR Signature

The foregoing instrument was sworn to and acknowledged before me this 6 day
of January, 2021, by [NAME] Daniel DiMura
Vice President of [CONTRACTOR] Shenandoah General
Const. LLC. He / ~~She~~ is personally known to me ~~or has produced~~

[Signature] [TYPE OF IDENTIFICATION] as
identification.

[Signature]
Notary Signature
Commission No. _____



WANDA WANG LEUNG
Commission # GG 133536
Expires December 10, 2021
Bonded Third Budget Notary Services

EXHIBIT D, INSURANCE AND BOND REQUIREMENTS

The CONTRACTOR will not commence work under the resulting Agreement until all insurance coverages indicated by an "X" herein have been obtained. The CONTRACTOR shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

Automobile Liability Insurance Required Limits

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- \$1,000,000 Combined Single Limit; OR
- \$ 500,000 Bodily Injury and \$500,000 Property Damage
- \$10,000 Personal Injury Protection (No Fault)
- \$500,000 Hired, Non-Owned Liability
- \$10,000 Medical Payments

This policy shall contain severability of interests' provisions.

Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$1,000,000 Single Limit Per Occurrence
- \$2,000,000 Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$50,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

This policy shall contain severability of interests' provisions.

Employer's Liability Insurance

Coverage limits of not less than:

- \$100,000 Each Accident
- \$500,000 Disease Each Employee
- \$500,000 Disease Policy Limit

Worker's Compensation Insurance

US Longshoremen & Harbor Workers Act

Jones Act Coverage

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements. NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

Aircraft Liability Insurance Required Limits

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a 'smooth' limit.
- \$ General Aggregate.

Un-Manned Aircraft Liability Insurance (Drone)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.
- \$ General Aggregate

Installation Floater Insurance

When the contract or agreement **does not** include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision

of the State of Florida” as an Additional Insured, and include limits not less than:

- 100% of the completed value of such addition(s), building(s), or structure(s)

Professional Liability and/or Errors and Omissions (E&O) Liability Insurances

Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- \$ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- \$ 2,000,000 General Aggregate

Builder’s Risk Insurance

When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder’s Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than \$10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.

Cyber Liability Insurance

Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name ‘Manatee County, a political subdivision of the State of Florida’ as an Additional Insured, and include limits not less than:

- \$ Security Breach Liability
- \$ Security Breach Expense Each Occurrence
- \$ Security Breach Expense Aggregate
- \$ Replacement or Restoration of Electronic Data
- \$ Extortion Threats
- \$ Business Income and Extra Expense
- \$ Public Relations Expense

NOTE: Policy must not carry a self-insured retention/deductible greater than \$25,000.

Hazardous Materials Insurance (As Noted Below)

Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

Pollution Liability

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

Asbestos Liability (If handling within scope of Contract)

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

Disposal

When applicable, CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.
- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.

Hazardous Waste Transportation Insurance

CONTRACTOR shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, per accident.

Liquor Liability Insurance

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- \$1,000,000 Each Occurrence and Aggregate

Garage Keeper's Liability Insurance

Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the lot or garage.

Bailee's Customer Liability Insurance

Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the County asset(s) in the CONTRACTOR'S care, custody and control.

Hull and Watercraft Liability Insurance

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- \$ Each Occurrence
- \$ General Aggregate
- \$ Fire Damage Liability
- \$10,000 Medical Expense, and
- \$ Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

Other [Specify]

REQUIRED BONDS

Bid Bond

A Bid Bond in the amount of \$_____ or _____% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number. In lieu of the bond, the bidder may file an alternative form of security in the amount of \$_____ or _____% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County. NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.

Payment and Performance Bond

A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award. NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.

I. INSURANCE REQUIREMENTS

THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

Commercial General Liability and Automobile Liability Coverages

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the CONTRACTOR, his agents, representatives, and employees; products and completed operations of the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the CONTRACTOR shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The CONTRACTOR'S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of CONTRACTOR's insurance and shall be non-contributory.

- c. The insurance policies must be on an occurrence form.

Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees and volunteers for losses arising from work performed by the CONTRACTOR for the COUNTY.

II. General Insurance Provisions Applicable To All Policies:

- a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, CONTRACTOR shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming "Manatee County, a Political Subdivision of the State of Florida" as an Additional Insured on the applicable coverage(s) set forth above.
- b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

In addition, when requested in writing from the COUNTY, CONTRACTOR will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management Division
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205**

- c. The project's solicitation number and title shall be listed on each certificate.
- d. CONTRACTOR shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
- e. CONTRACTOR agrees that should at any time CONTRACTOR fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.

- f. The CONTRACTOR waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- g. The CONTRACTOR has sole responsibility for all insurance premiums and policy deductibles.
- h. It is the CONTRACTOR'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. CONTRACTOR shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or CONTRACTOR shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
- i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the CONTRACTOR's deductible or self-insured retention and to require that it be reduced or eliminated.
- j. CONTRACTOR understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of CONTRACTOR'S obligation to provide and maintain the insurance coverage specified.
- k. CONTRACTOR understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.
- l. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

III. BONDING REQUIREMENTS

Bid Bond/Certified Check. By submitting a proposal, the CONTRACTOR agrees should its proposal be accepted, to execute the form of Agreement and present the same to COUNTY for approval within ten (10) calendar days after notice of intent

to award. The CONTRACTOR further agrees that failure to execute and deliver said form of Agreement **within ten (10) calendar days** will result in damages to COUNTY and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed proposal in the amount of five (5%) percent of the total amount of the proposal. The CONTRACTOR further agrees that in case the CONTRACTOR fails to enter into an Agreement, as prescribed by COUNTY, the bid bond/certified check accompanying the proposal shall be forfeited to COUNTY as agreed liquidated damages. If COUNTY enters into an agreement with a CONTRACTOR, or if COUNTY rejects any and/or all proposals, accompanying bond will be promptly returned.

Payment and Performance Bonds. Prior to commencing work, the CONTRACTOR shall obtain, for the benefit of and directed to COUNTY, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the CONTRACTOR of its obligation under the Contract Documents, including but not limited to the construction of the project on the project site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the CONTRACTOR to provide the Payment and Performance Bond shall be approved by COUNTY prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best's Key Guide, latest edition.

Failure to provide the required bonds on the prescribed form may result in CONTRACTOR being deemed nonresponsive. Bonds must be in the form prescribed in Section 255.05, Florida Statutes, and must not contain notice, demand or other terms and conditions, including **informal** pre-claim meetings, not provided for in Section 255.05, Florida Statutes.

Bonds shall be in an amount equal to 100% of the contract price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to COUNTY. Surety shall be rated as "A-" or better by Best's Key Guide, latest edition. **The** attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to "Manatee County, a political subdivision of the State of Florida", **within ten (10) calendar days after issuance of notice of intent to award.**

In addition, pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencing work, the CONTRACTOR shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon filing. Pursuant to Section 255.05(1)(b), Florida Statutes, COUNTY will make no payment to the CONTRACTOR until the CONTRACTOR has complied with this paragraph.

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with COUNTY. Said Payment and Performance Bonds will remain in force for the duration of this Agreement with the premiums paid by the CONTRACTOR. Failure of the CONTRACTOR to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. COUNTY may then contract with the next lowest, responsive and responsible CONTRACTOR or re-advertise this RFP.

Failure of COUNTY at any time to require performance by the CONTRACTOR of any provisions set out in the resulting Agreement will in no way affect the right of COUNTY, thereafter, to enforce those provisions.

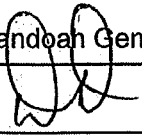
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CONTRACTOR'S INSURANCE STATEMENT

THE UNDERSIGNED has read and understands the aforementioned insurance and bond requirements of this Agreement and shall provide the insurance and bonds required by this section within ten (10) days from the date of notice of intent to award.

Date: January 6, 2021

Contractor's Name: Shenandoah General Construction LLC

Authorized Signature: 

Printed Name/Title: Daniel DiMura, Vice President

Insurance Agency: BKS Partners

Agent Name: Nikki Heilmann

Agent Phone: 813-915-6131

Surety Agency: Brown & Brown of Illinois

Surety Name: Kim Holms

Surety Phone: 630-245-4621

Please return this completed and signed statement with your agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/6/2021

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 Baldwin Krystyn Sherman 4211 W. Boy Scout Blvd. Suite 800 Tampa FL 33607	CONTACT NAME: PHONE (A/C, No. Ext): 813-984-3200		FAX (A/C, No): 813-984-3201
	E-MAIL ADDRESS: certificates@bks-partners.com		
INSURED Shenandoah General Construction Co. 1888 NW 22nd St Pompano Beach, FL 33069	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Zurich American Insurance Company		16535
	INSURER B : American Guarantee & Liability Ins. Co.		26247
	INSURER C : Evanston Insurance Company		35378
	INSURER D :		
	INSURER E :		

COVERAGES CERTIFICATE NUMBER: 514222326 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 VVD	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"/> 2,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	GLO670580701	1/31/2020	1/31/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP670580901	1/31/2020	1/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	AUC008607105	1/31/2020	1/31/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> 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	WC670580801	1/31/2020	1/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> Pollution Liability Occurrence SIR 5,000	Y		MKLV1ENV102268	1/31/2020	1/31/2021	Each Incident 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Agreement#21-R075323JH – Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation Services

Manatee County Board of County Commissioners 'a political subdivision of Florida' is named as Additional Insured with respect to the General Liability per written contract. 30 days' notice of cancellation applies, except for nonpayment of premium, which is 10 days.

CERTIFICATE HOLDER**CANCELLATION**

Manatee County Government
 A Political Subdivision of the State of FL
 1112 Manatee Ave W #803
 Bradenton FL 34205

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

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