

AGREEMENT 10-5507

for

"Storm Drain Cleaning, Documenting and Repairs"

THIS AGREEMENT is made and entered into this 14th day of December, 2010, by and between the Board of County Commissioners for Collier County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County" or "Owner") and Shenandoah General Construction Company, authorized to do business in the State of Florida, whose business address is 1888 North West 22nd Street, Pompano Beach, Florida 33069 (hereinafter referred to as the "Contractor").

WITNESSETH:

1. **COMMENCEMENT**: The contract shall be for one (1) year period, commencing on December 14, 2010 and terminating December 13, 2011 or until such time as all outstanding Purchase Orders issued prior to the expiration of the Agreement period have been completed. This contract shall have three one (1) year renewals, renewable annually. The County Manager, or his designee, may, at his discretion, extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred eighty (180) days. The County Manager, or his designee, shall give the Contractor written notice of the County's intention to extend the Agreement term not less than ten (10) days prior to the end of the Agreement term then in effect.

2. **STATEMENT OF WORK**: The Board of County Commissioners deemed one (1) firm to be pre-qualified and awarded a Contract to each firm. Each awardee will enter into an Agreement to provide complete services for Storm Drain Cleaning, Documentation and Repairs on an as-needed basis as may be required by the Owner in accordance with the terms and conditions of **BID #10-5507** and the Contractor's proposal, which is incorporated by reference and made an integral part of this Agreement. The execution of this Agreement shall not be a commitment to the Contractor that any work will be awarded to the Contractor. Rather, this Agreement governs the rights and obligation of the Quotation procedure outlined in the next paragraphs and all Work undertaken by Contractor for Owner pursuant to this Agreement and that procedure during the term and any extension of the term of this Agreement.

Prior to the issuance of a Purchase Order, the Owner shall provide a summary of Work to be performed which will afford the Contractor the opportunity to submit a formal quotation for the Work; the Contractor shall respond with the information sought within seven (7) working days.

In each Request for Quotation, the Owner reserves the right to specify the period of completion and the collection of liquidated damages in the event of late completion.
3. **THE CONTRACT SUM**: The Owner shall pay the Contractor for the performance of the Work pursuant to the quoted price offered by the Contractor in his response to a specific Request for Quotation. Any County agency may utilize the services offered under this contract, provided sufficient funds are included in its budget(s).
4. **NOTICES**: All notices required or made pursuant to this Agreement to be given by the County to the Contractor shall be made in writing and shall be delivered by hand, by fax, e-mail, or by the United States Postal Service Department, first class mail service, postage prepaid, addressed to the following Contractor's address of record:

Shenandoah General Construction Company
1888 NW 22nd Street
Pompano Beach, FL 33069
954-975-0098 Phone; 954-975-9718 Fax
Daniel DiMura, Vice President

All notices required or made pursuant to this Agreement to be given by the Contractor to the County shall be in writing and shall be delivered by hand, by fax, e-mail, or by United States Postal Service Department, first class mail service, postage prepaid, addressed to the following County's address of record:

Collier County Government Complex
Purchasing Department
3327 East Tamiami Trail
Naples, Florida 34112
Attention: Stephen Y. Carnell
Purchasing/General Services Director
Phone: 239-252-8371
Fax: 239-252-6584

The Contractor and the County may change the above mailing address at any time upon giving the other party written notification. All notices under this Service Agreement must be in writing.

5. **NO PARTNERSHIP**: Nothing herein contained shall create or be construed as creating a partnership between the County and the Contractor or to constitute the Contractor as an agent of the County.
6. **PERMITS: LICENSES: TAXES**: In compliance with Section 218.80, Florida Statutes, all permits necessary for the prosecution of the Work shall be obtained by the Contractor. Payment for all such permits issued by the County shall be processed internally by the County. Contractor is not responsible for paying for permits issued by Collier County, but is responsible for acquiring all permits. Owner may require the Contractor to deliver internal budget transfer documents to applicable Collier county agencies when the Contractor is acquiring permits.

All permits, fees and licenses necessary for the prosecution of the Work which are not issued by Collier County shall be acquired and paid for by the Contractor. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

7. **NO IMPROPER USE**: The Contractor will not use, nor suffer or permit any person to use in any manner whatsoever, county facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Contractor or if the County or its authorized representative shall deem any conduct on the part of the Contractor to be objectionable or improper, the County shall have the right to suspend the Contract of the Contractor. Should the Contractor fail to correct any such violation, conduct, or practice to the satisfaction of the County within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension to continue until the violation is cured. The Contractor further agrees not to commence operation during the suspension period until the violation has been corrected to the satisfaction of the County.

8. **TERMINATION**: Should the Contractor be found to have failed to perform his services in a manner satisfactory to the County and requirements of this Agreement, the County may terminate said Agreement for cause; further the County may terminate this Agreement for convenience with a seven (7) day written notice. The County shall be sole judge of non-performance.
9. **NO DISCRIMINATION**: The Contractor agrees that there shall be no discrimination as to race, sex, color, creed or national origin.
10. **INSURANCE**: The Contractor shall provide insurance as follows:
 - A. **Commercial General Liability**: Coverage shall have minimum limits of \$1,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent contractors; Products and Completed Operations and Contractual Liability.
 - B. **Business Auto Liability**: Coverage shall have minimum limits of \$1,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.
 - C. **Workers' Compensation**: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage must include Employers' Liability with a minimum limit of \$1,000,000 for each accident.

Special Requirements: Collier County Board of County Commissioners shall be listed as the Certificate Holder and included as an **Additional Insured** on the Comprehensive General Liability.

Current, valid insurance policies meeting the requirement herein identified shall be maintained by Contractor during the duration of this Agreement. Renewal certificates shall be sent to the County thirty (30) days prior to any expiration date. There shall be a thirty (30) day notification to the County in the event of cancellation or modification of any stipulated insurance coverage.

Contractor shall insure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide County with certificates of insurance meeting the required insurance provisions.

11. **INDEMNIFICATION**: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in 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.

This section does not pertain to any incident arising from the sole negligence of Collier County.

12. **PAYMENTS.** Generally, the Contractor will be paid upon completion; however, for Work in excess of thirty (30) days, the Contractor may indicate on his response to the Request for Quotation his wish to receive Progress Payments.
13. **PAYMENTS WITHHELD.** Owner may decline to approve any invoice for payment, or portions thereof, because of defective or incomplete work, outstanding items, subsequently discovered evidence or subsequent inspections. The Owner may nullify the whole or any part of any approval for payment previously issued and Owner may withhold any payments otherwise due Contractor under this Agreement or any other agreement between Owner and Contractor, to such extent as may be necessary in the Owner's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims failed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Purchase Order Amount; (e) reasonable indication that the Work will not be completed within the Purchase Order stated Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents.

If any conditions described above are not remedied or removed, Owner may, after three (3) days written notice, rectify the same at Contractor's expense. Owner also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to Owner, whether relating to or arising out of this Agreement or any other agreement between Contractor and Owner.

14. **SUBMITTALS AND SUBSTITUTIONS.** Any substitution of products/materials from specifications shall be approved in writing by Owner in advance.
15. **CONTRACT TIME AND TIME EXTENSIONS.**
- A. Time is of the essence in the performance of any Work under this Agreement and Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures as well as coordination of all portions of the Work under the Contract Documents, and the coordination of Owner's supplies and contractors.
- B. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of Nature or of the public enemy, acts of Government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Contractor shall notify the Owner in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.
- C. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which Owner may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from Owner. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole

remedy, if any, against Owner will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage for Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

16. **CHANGES IN THE WORK.** Owner shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of Owner, and Owner shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of Owner is authorized to direct any extra or changed work orally. Any modifications to this Contract shall be in compliance with the County Purchasing Policy and Administrative Procedures in effect at the time such modifications are authorized.
17. **COMPLIANCE WITH LAWS.** Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, workers' compensation, equal employment and safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes). If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify Owner in writing.
18. **CLEAN UP.** Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy by Owner.
19. **ASSIGNMENT.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of Owner. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward Owner.
20. **WARRANTY.** Contractor shall obtain and assign to Owner all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to Owner that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents.

Contractor further warrants to Owner that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents.

If, within one (1) year after final completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from Owner. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement

or repair. These warranties are in addition to those implied warranties to which Owner is entitled as a matter of law.

21. **STANDARDS OF CONDUCT: PROJECT MANAGER, SUPERVISOR, EMPLOYEES.** The Contractor shall employ people to work on County projects who are neat, clean, well-groomed and courteous. Subject to the American with Disabilities Act, Contractor shall supply competent employees who are physically capable of performing their employment duties. The County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on Collier County projects is not in the best interest of the County.

22. **TESTS AND INSPECTIONS.** If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish to the Owner the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Owner.

23. **PROTECTION OF WORK.**

- A. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or anyone for whom Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of Owner or Owner's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.
- B. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
- C. Contractor shall not disturb any benchmark established by the Owner with respect to the Project. If Contractor, or its subcontractors, agents or anyone, for whom Contractor is legally liable, disturbs the Owner's benchmarks, Contractor shall immediately notify Owner. The Owner shall re-establish the benchmarks and Contractor shall be liable for all costs incurred by Owner associated therewith.

24. **EMERGENCIES.** In the event of any emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from Owner is obligated to act to prevent threatened damage, injury or loss. Contractor shall give the Owner written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby.

If the Owner determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations.

If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

25. **COMPLETION**. When the entire Work (or any portion thereof designated in writing by Owner) is ready for its intended use, Contractor shall notify Owner in writing that the entire Work (or such designated portion) is complete. Within a reasonable time thereafter, Owner and Contractor shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If Owner does not consider the Work (or designated portion) complete, the Owner shall notify Contractor in writing giving the reasons therefore.

Owner reserves the right to inspect the Work and make an independent determination as to the acceptability of the Work. Unless and until the Owner is completely satisfied, the payment shall not become due and payable.

Owner reserves the right to inspect the Work and make an independent determination as to the acceptability of the Work. Unless and until the Owner is completely satisfied, the final payment shall not become due and payable.

26. **CONTRACT ADMINISTRATION**. This Agreement shall be administered on behalf of the County by the Road and Bridges Department.

27. **COMPONENT PARTS OF THIS CONTRACT**. This Contract consists of the attached or referenced component parts, all of which are as fully a part of the Agreement as if herein set out verbatim, including: Schedule A-Price Sheet, Contractor's Proposal, Insurance Certificate, ITB No. 10-5507, any addenda, any Purchase Order made or issued pursuant to this Agreement, and any related plans or specifications for any such Purchase Orders.

28. **PROHIBITION OF GIFTS TO COUNTY EMPLOYEES**. No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, Collier County Ethics Ordinance No. 2004-05, and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

29. **SUBJECT TO APPROPRIATION**. It is further understood and agreed, by and between the parties herein that this Agreement is subject to appropriation by the Board of County Commissioners.

30. **SALES TAX**. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. No markup shall be applied to sales tax.

31. **IMMIGRATION LAW COMPLIANCE**: By executing and entering into this agreement, the Contractor is formally acknowledging without exception or stipulation that it is fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the Contractor to comply with the laws referenced herein shall constitute a breach of this agreement and the County shall have the discretion to unilaterally terminate this agreement immediately.

IN WITNESS WHEREOF, the Contractor and the County, have each, respectively, by an authorized person or agent, hereunder set their hands and seals on the date and year first above written.

ATTEST:

Dwight E. Brock, Clerk of Courts

By: *Rosa Polaski*

Dated: 1/5/2011

Attest as to Chairman's signature on:

CLERK OF COURTS
COLLIER COUNTY, FLORIDA

[Signature]
First Witness

Margaret [Signature]
Type/Print Witness Name

Wanda Leung
Second Witness

Wanda Leung
Type/Print Witness Name

Approved as to form and legal sufficiency:

Fred R. [Signature]
Deputy County Attorney

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: *Fred W. Coyle*
Fred W. Coyle, Chairman

Shenandoah General Construction Company

By: *[Signature]*
Signature

Daniel Dufura
Typed Signature

Vice President
Title

10-5507 Storm Drain Cleaning, Documenting and Repairs

Schedule A - Price Sheet

	Description	Unit	Qty	Unit Price	Total
TV Viewing					
1	Storm Drain (Video Camera) Observation 0 - 48" Log/Written Report	LF	10	\$ 4.00	\$ 40.00
2	Storm Drain (Video Camera) Observation 49" - 72" Log/Written Report	LF	10	\$ 5.00	\$ 50.00
3	Cleaning Box Culverts of Debris and Bituminous Materials Removed	Per Ton	1	\$ 250.00	\$ 250.00
4	Vacuuming of Continuous Deflection Separation (CDS) Systems Removal of Debris and Bituminous Materials	Per Ton	1	\$ 750.00	\$ 750.00
Plug Installation & Removal (Includes Minimum Weekly Rental) for:					
5	0" to 12" Cross/Side Drain or Equivalent Elliptical Circumference	Week	1	\$ 25.00	\$ 25.00
6	15" to 30" Cross/Side Drain or Equivalent Elliptical Circumference	Week	1	\$ 150.00	\$ 150.00
7	36" to 42" Cross/Side Drain or Equivalent Elliptical Circumference	Week	1	\$ 200.00	\$ 200.00
8	48" to 60" Cross/Side Drain or Equivalent Elliptical Circumference	Week	1	\$ 400.00	\$ 400.00
9	72" to 96" Cross/Side Drain or Equivalent Elliptical Circumference	Week	1	\$ 800.00	\$ 800.00
Pumping					
10	4"hydraulic Pump (with up to 1000' of discharge hose)	Hours	40	\$ 15.00	\$ 600.00
11	6"hydraulic Pump (with up to 1000' of discharge hose)	Hours	40	\$ 25.00	\$ 1,000.00
12	8"hydraulic Pump (with up to 1000' of discharge hose)	Hours	40	\$ 45.00	\$ 1,800.00
Cleaning of CMP or Equivalent Elliptical Circumference					
13	Light Cleaning of 15" Pipe	Feet	1	\$ 1.50	\$ 1.50
14	Medium Cleaning of 15" Pipe	Feet	1	\$ 2.00	\$ 2.00
15	Heavy Cleaning of 15" Pipe	Feet	1	\$ 3.00	\$ 3.00
16	Light Cleaning of 18" Pipe	Feet	1	\$ 1.75	\$ 1.75
17	Medium Cleaning of 18" Pipe	Feet	1	\$ 2.00	\$ 2.00
18	Heavy Cleaning of 18" Pipe	Feet	1	\$ 3.00	\$ 3.00
19	Light Cleaning of 24" Pipe	Feet	1	\$ 1.75	\$ 1.75
20	Medium Cleaning of 24" Pipe	Feet	1	\$ 2.50	\$ 2.50
21	Heavy Cleaning of 24" Pipe	Feet	1	\$ 3.50	\$ 3.50
22	Light Cleaning of 30" Pipe	Feet	1	\$ 2.00	\$ 2.00
23	Medium Cleaning of 30" Pipe	Feet	1	\$ 4.00	\$ 4.00
24	Heavy Cleaning of 30" Pipe	Feet	1	\$ 6.00	\$ 6.00
25	Light Cleaning of 36" Pipe	Feet	1	\$ 3.00	\$ 3.00
26	Medium Cleaning of 36" Pipe	Feet	1	\$ 5.00	\$ 5.00
27	Heavy Cleaning of 36" Pipe	Feet	1	\$ 7.00	\$ 7.00
28	Light Cleaning of 42" Pipe	Feet	1	\$ 5.00	\$ 5.00
29	Medium Cleaning of 42" Pipe	Feet	1	\$ 7.00	\$ 7.00
30	Heavy Cleaning of 42" Pipe	Feet	1	\$ 9.00	\$ 9.00
31	Light Cleaning of 48" Pipe	Feet	1	\$ 6.00	\$ 6.00
32	Medium Cleaning of 48" Pipe	Feet	1	\$ 9.00	\$ 9.00
33	Heavy Cleaning of 48" Pipe	Feet	1	\$ 11.00	\$ 11.00
34	Light Cleaning of 54" Pipe	Feet	1	\$ 7.00	\$ 7.00
35	Medium Cleaning of 54" Pipe	Feet	1	\$ 9.75	\$ 9.75
36	Heavy Cleaning of 54" Pipe	Feet	1	\$ 12.75	\$ 12.75
37	Light Cleaning of 60" Pipe	Feet	1	\$ 8.00	\$ 8.00
38	Medium Cleaning of 60" Pipe	Feet	1	\$ 10.00	\$ 10.00
39	Heavy Cleaning of 60" Pipe	Feet	1	\$ 13.50	\$ 13.50

Schedule A - Price Sheet

	Description	Unit	Qty	Unit Price	Total
40	Light Cleaning of 66" Pipe	Feet	1	\$ 9.00	\$ 9.00
41	Medium Cleaning of 66" Pipe	Feet	1	\$ 12.00	\$ 12.00
42	Heavy Cleaning of 66" Pipe	Feet	1	\$ 15.00	\$ 15.00
43	Light Cleaning of 72" Pipe	Feet	1	\$ 10.00	\$ 10.00
44	Medium Cleaning of 72" Pipe	Feet	1	\$ 14.00	\$ 14.00
45	Heavy Cleaning of 72" Pipe	Feet	1	\$ 18.00	\$ 18.00
46	Light Cleaning of 84" Pipe	Feet	1	\$ 11.00	\$ 11.00
47	Medium Cleaning of 84" Pipe	Feet	1	\$ 19.00	\$ 19.00
48	Heavy Cleaning of 84" Pipe	Feet	1	\$ 25.00	\$ 25.00
49	Light Cleaning of 96" Pipe	Feet	1	\$ 14.00	\$ 14.00
50	Medium Cleaning of 96" Pipe	Feet	1	\$ 25.00	\$ 25.00
51	Heavy Cleaning of 96" Pipe	Feet	1	\$ 50.00	\$ 50.00
Cleaning of RCP or Equivalent Elliptical Circumference					
52	Light Cleaning of 15" Pipe	Feet	1	\$ 1.50	\$ 1.50
53	Medium Cleaning of 15" Pipe	Feet	1	\$ 2.00	\$ 2.00
54	Heavy Cleaning of 15" Pipe	Feet	1	\$ 3.00	\$ 3.00
55	Light Cleaning of 18" Pipe	Feet	1	\$ 1.75	\$ 1.75
56	Medium Cleaning of 18" Pipe	Feet	1	\$ 2.00	\$ 2.00
57	Heavy Cleaning of 18" Pipe	Feet	1	\$ 3.00	\$ 3.00
58	Light Cleaning of 24" Pipe	Feet	1	\$ 1.75	\$ 1.75
59	Medium Cleaning of 24" Pipe	Feet	1	\$ 2.50	\$ 2.50
60	Heavy Cleaning of 24" Pipe	Feet	1	\$ 3.58	\$ 3.50
61	Light Cleaning of 30" Pipe	Feet	1	\$ 2.00	\$ 2.00
62	Medium Cleaning of 30" Pipe	Feet	1	\$ 4.00	\$ 4.00
63	Heavy Cleaning of 30" Pipe	Feet	1	\$ 6.00	\$ 6.00
64	Light Cleaning of 36" Pipe	Feet	1	\$ 3.00	\$ 3.00
65	Medium Cleaning of 36" Pipe	Feet	1	\$ 5.00	\$ 5.00
66	Heavy Cleaning of 36" Pipe	Feet	1	\$ 7.00	\$ 7.00
67	Light Cleaning of 42" Pipe	Feet	1	\$ 5.00	\$ 5.00
68	Medium Cleaning of 42" Pipe	Feet	1	\$ 7.00	\$ 7.00
69	Heavy Cleaning of 42" Pipe	Feet	1	\$ 9.00	\$ 9.00
70	Light Cleaning of 48" Pipe	Feet	1	\$ 6.00	\$ 6.00
71	Medium Cleaning of 48" Pipe	Feet	1	\$ 9.00	\$ 9.00
72	Heavy Cleaning of 48" Pipe	Feet	1	\$ 11.00	\$ 11.00
73	Light Cleaning of 54" Pipe	Feet	1	\$ 7.00	\$ 7.00
74	Medium Cleaning of 54" Pipe	Feet	1	\$ 9.75	\$ 9.75
75	Heavy Cleaning of 54" Pipe	Feet	1	\$ 12.75	\$ 12.75
76	Light Cleaning of 60" Pipe	Feet	1	\$ 8.00	\$ 8.00
77	Medium Cleaning of 60" Pipe	Feet	1	\$ 10.00	\$ 10.00
78	Heavy Cleaning of 60" Pipe	Feet	1	\$ 13.50	\$ 13.50
79	Light Cleaning of 66" Pipe	Feet	1	\$ 9.00	\$ 9.00
80	Medium Cleaning of 66" Pipe	Feet	1	\$ 12.00	\$ 12.00
81	Heavy Cleaning of 66" Pipe	Feet	1	\$ 15.00	\$ 15.00
82	Light Cleaning of 72" Pipe	Feet	1	\$ 10.00	\$ 10.00
83	Medium Cleaning of 72" Pipe	Feet	1	\$ 14.00	\$ 14.00

Schedule A - Price Sheet

	Description	Unit	Qty	Unit Price	Total
84	Heavy Cleaning of 72" Pipe	Feet	1	\$ 18.00	\$ 18.00
85	Light Cleaning of 84" Pipe	Feet	1	\$ 11.00	\$ 11.00
86	Medium Cleaning of 84" Pipe	Feet	1	\$ 19.00	\$ 19.00
87	Heavy Cleaning of 84" Pipe	Feet	1	\$ 25.00	\$ 25.00
88	Light Cleaning of 96" Pipe	Feet	1	\$ 14.00	\$ 14.00
89	Medium Cleaning of 96" Pipe	Feet	1	\$ 25.00	\$ 25.00
90	Heavy Cleaning of 96" Pipe	Feet	1	\$ 50.00	\$ 50.00
Cleaning of HDPE Pipe or Equivalent Elliptical Circumference					
91	Light Cleaning of 15" Pipe	Feet	1	\$ 1.00	\$ 1.00
92	Medium Cleaning of 15" Pipe	Feet	1	\$ 2.00	\$ 2.00
93	Heavy Cleaning of 15" Pipe	Feet	1	\$ 3.00	\$ 3.00
94	Light Cleaning of 18" Pipe	Feet	1	\$ 1.00	\$ 1.00
95	Medium Cleaning of 18" Pipe	Feet	1	\$ 2.00	\$ 2.00
96	Heavy Cleaning of 18" Pipe	Feet	1	\$ 3.00	\$ 3.00
97	Light Cleaning of 24" Pipe	Feet	1	\$ 1.00	\$ 1.00
98	Medium Cleaning of 24" Pipe	Feet	1	\$ 2.00	\$ 2.00
99	Heavy Cleaning of 24" Pipe	Feet	1	\$ 3.00	\$ 3.00
100	Light Cleaning of 30" Pipe	Feet	1	\$ 2.00	\$ 2.00
101	Medium Cleaning of 30" Pipe	Feet	1	\$ 4.00	\$ 4.00
102	Heavy Cleaning of 30" Pipe	Feet	1	\$ 6.00	\$ 6.00
103	Light Cleaning of 36" Pipe	Feet	1	\$ 3.00	\$ 3.00
104	Medium Cleaning of 36" Pipe	Feet	1	\$ 5.00	\$ 5.00
105	Heavy Cleaning of 36" Pipe	Feet	1	\$ 7.00	\$ 7.00
106	Light Cleaning of 42" Pipe	Feet	1	\$ 5.00	\$ 5.00
107	Medium Cleaning of 42" Pipe	Feet	1	\$ 7.00	\$ 7.00
108	Heavy Cleaning of 42" Pipe	Feet	1	\$ 9.00	\$ 9.00
109	Light Cleaning of 48" Pipe	Feet	1	\$ 6.00	\$ 6.00
110	Medium Cleaning of 48" Pipe	Feet	1	\$ 8.00	\$ 8.00
111	Heavy Cleaning of 48" Pipe	Feet	1	\$ 10.00	\$ 10.00
112	Light Cleaning of 54" Pipe	Feet	1	\$ 7.00	\$ 7.00
113	Medium Cleaning of 54" Pipe	Feet	1	\$ 9.00	\$ 9.00
114	Heavy Cleaning of 54" Pipe	Feet	1	\$ 11.00	\$ 11.00
115	Light Cleaning of 60" Pipe	Feet	1	\$ 8.00	\$ 8.00
116	Medium Cleaning of 60" Pipe	Feet	1	\$ 10.00	\$ 10.00
117	Heavy Cleaning of 60" Pipe	Feet	1	\$ 12.00	\$ 12.00
118	Light Cleaning of 66" Pipe	Feet	1	\$ 8.00	\$ 8.00
119	Medium Cleaning of 66" Pipe	Feet	1	\$ 10.00	\$ 10.00
120	Heavy Cleaning of 66" Pipe	Feet	1	\$ 12.00	\$ 12.00
121	Light Cleaning of 72" Pipe	Feet	1	\$ 8.00	\$ 8.00
122	Medium Cleaning of 72" Pipe	Feet	1	\$ 10.00	\$ 10.00
123	Heavy Cleaning of 72" Pipe	Feet	1	\$ 12.00	\$ 12.00
124	Light Cleaning of 84" Pipe	Feet	1	\$ 8.00	\$ 8.00
125	Medium Cleaning of 84" Pipe	Feet	1	\$ 10.00	\$ 10.00
126	Heavy Cleaning of 84" Pipe	Feet	1	\$ 12.00	\$ 12.00
127	Light Cleaning of 96" Pipe	Feet	1	\$ 8.00	\$ 8.00

Schedule A - Price Sheet

	Description	Unit	Qty	Unit Price	Total
128	Medium Cleaning of 96" Pipe	Feet	1	\$ 10.00	\$ 10.00
129	Heavy Cleaning of 96" Pipe	Feet	1	\$ 12.00	\$ 12.00
General Maintenance Repairs					
Slip Lining or Equivalent Elliptical Circumference					
130	Slip Lining 15" Pipe	Feet	1	\$ 38.00	\$ 38.00
131	Slip Lining 18" Pipe	Feet	1	\$ 42.00	\$ 42.00
132	Slip Lining 24" Pipe	Feet	1	\$ 51.00	\$ 51.00
133	Slip Lining 30" Pipe	Feet	1	\$ 82.00	\$ 82.00
134	Slip Lining 36" Pipe	Feet	1	\$ 125.00	\$ 125.00
135	Slip Lining 42" Pipe	Feet	1	\$ 145.00	\$ 145.00
136	Slip Lining 48" Pipe	Feet	1	\$ 215.00	\$ 215.00
137	Slip Lining 54" Pipe	Feet	1	\$ 225.00	\$ 225.00
138	Slip Lining 60" Pipe	Feet	1	\$ 250.00	\$ 250.00
139	Slip Lining 66" Pipe	Feet	1	\$ 315.00	\$ 315.00
140	Slip Lining 72" Pipe	Feet	1	\$ 375.00	\$ 375.00
141	Slip Lining 84" Pipe	Feet	1	\$ 415.00	\$ 415.00
142	Slip Lining 96" Pipe	Feet	1	\$ 525.00	\$ 525.00
Cured-In-Place Pipe (CIPP) or Equivalent Elliptical Circumference					
143	CIPP 15" Pipe 15 x 6.7 mm (Burial Depth is 0-6')	Feet	1	\$ 65.00	\$ 65.00
144	CIPP 15" Pipe 15 x 8.2 mm (Burial Depth is 6-12')	Feet	1	\$ 70.00	\$ 70.00
145	CIPP 18" Pipe x 8.1 mm (Burial Depth is 0-6')	Feet	1	\$ 75.00	\$ 75.00
146	CIPP 18" Pipe x 9.7 mm (Burial Depth is 6-12')	Feet	1	\$ 80.00	\$ 80.00
147	CIPP 24" Pipe x 10.1 mm (Burial Depth is 0-6')	Feet	1	\$ 85.00	\$ 85.00
148	CIPP 24" Pipe x 12.4 mm (Burial Depth is 6-12')	Feet	1	\$ 90.00	\$ 90.00
149	CIPP 30" Pipe x 13.5 mm (Burial Depth is 0-6')	Feet	1	\$ 115.00	\$ 115.00
150	CIPP 30" Pipe x 15.4 mm (Burial Depth is 6-12')	Feet	1	\$ 120.00	\$ 120.00
151	CIPP 36" Pipe x 17.2 mm (Burial Depth is 0-6')	Feet	1	\$ 130.00	\$ 130.00
152	CIPP 36" Pipe x 18.1 mm (Burial Depth is 6-12')	Feet	1	\$ 150.00	\$ 150.00
153	CIPP 42" Pipe x 20.9 mm (Burial Depth is 0-6')	Feet	1	\$ 250.00	\$ 250.00
154	CIPP 42" Pipe x 20.6 mm (Burial Depth is 6-12')	Feet	1	\$ 220.00	\$ 220.00
155	CIPP 48" Pipe x 25.2 mm (Burial Depth is 0-6')	Feet	1	\$ 245.00	\$ 245.00
156	CIPP 48" Pipe x 22.6 mm (Burial Depth is 6-12')	Feet	1	\$ 225.00	\$ 225.00
157	CIPP 54" Pipe x 28.2 mm (Burial Depth is 0-6')	Feet	1	\$ 420.00	\$ 420.00
158	CIPP 54" Pipe x 24.7 mm (Burial Depth is 6-12')	Feet	1	\$ 385.00	\$ 385.00
159	CIPP 60" Pipe x 30.3 mm (Burial Depth is 0-6')	Feet	1	\$ 550.00	\$ 550.00
160	CIPP 60" Pipe x 27.3 mm (Burial Depth is 6-12')	Feet	1	\$ 525.00	\$ 525.00
161	CIPP 66" Pipe x 31.6 mm (Burial Depth is 0-6')	Feet	1	\$ 690.00	\$ 690.00
162	CIPP 66" Pipe x 29.1 mm (Burial Depth is 6-12')	Feet	1	\$ 650.00	\$ 650.00
163	CIPP 72" Pipe x 30.4 mm	Feet	1	\$ 790.00	\$ 790.00
164	CIPP 84" Pipe x 35.5 mm	Feet	1	\$ 899.00	\$ 899.00
165	CIPP 96" Pipe x 40.6 mm	Feet	1	\$ 1,050.00	\$ 1,050.00
Open Cut / Headwall Repairs & Other services					
166	Construction Foreman	Hr	8	\$ 50.00	\$ 400.00

Schedule A - Price Sheet

	Description	Unit	Qty	Unit Price	Total
167	Equipment Operator	Hr	8	\$ 65.00	\$ 520.00
168	Laborer	Hr	8	\$ 35.00	\$ 280.00
169	Pipe Layer	Hr	8	\$ 38.00	\$ 304.00
170	Welding (Above & Below Water)	Hr	8	\$ 85.00	\$ 680.00
171	Diving Crew (3 Man Team) Certified	Hr	8	\$ 210.00	\$ 1,680.00
172	Crane 100 Ton & Below	Hr	8	\$ 50.00	\$ 400.00
173	Track or Wheeled Excavator	Hr	8	\$ 65.00	\$ 520.00
174	Long Stick Tracked Excavator (60' or Greater)	Hr	8	\$ 75.00	\$ 600.00
175	Wheel Loader	Hr	8	\$ 40.00	\$ 320.00
176	Backhoe Loader	Hr	8	\$ 40.00	\$ 320.00
177	Bulldozer	Hr	8	\$ 70.00	\$ 560.00
178	Double Drum Compactor	Hr	8	\$ 20.00	\$ 160.00
179	Vibratory Plate Compactor	Hr	8	\$ 10.00	\$ 80.00
180	100 CFM Air Compressor with Hammer	Hr	8	\$ 15.00	\$ 120.00
181	De-Watering	Hr	8	\$ 95.00	\$ 760.00
182	Asphalt Pavement Replacement	Tons	1	\$ 150.00	\$ 150.00
183	Limerock	Tons	1	\$ 50.00	\$ 50.00
184	Dirt	Tons	1	\$ 25.00	\$ 25.00
185	Driveway Restoration	SY	1	\$ 50.00	\$ 50.00
186	Mitered Ends	SY	1	\$ 150.00	\$ 150.00
187	Pressure Grout Injection	Joints	1	\$ 200.00	\$ 200.00
188	Bahia Sod	Sq Ft	400	\$ 0.45	\$ 180.00
189	Floratan Sod	Sq Ft	400	\$ 0.50	\$ 200.00
190	Rip Rap Rubble 6" - 12"	Tons	1	\$ 75.00	\$ 75.00
191	Rip Rap Bag (80 lb Bags)	Ea	1	\$ 12.50	\$ 12.50
192	Placement Rip Rap Bags	Sq Ft	1	\$ 10.00	\$ 10.00
193	Concrete Pillow Blanket slope protection	SY	1	\$ 125.00	\$ 125.00
194	Silt Screen Installation & Removal per 100 ft	Ea	1	\$ 500.00	\$ 500.00
195	Maintenance of Traffic	Ea	1	\$ 250.00	\$ 250.00
196	Mobilization Fee	Ea	1	\$ 300.00	\$ 300.00
197	Material Mark Up %	%		10%	



CERTIFICATE OF LIABILITY INSURANCE

OP ID: NX

DATE (MM/DD/YYYY)

12/14/10

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 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 Gateway Insurance Agency Fort Lauderdale Branch 2430 W. Oakland Park Blvd. Fort Lauderdale, FL 33311 PJK Old business		954-735-5500 954-735-2852	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: SHEGE03	FAX (A/C, No):
INSURED Shenandoah General Construction Company 1888 NW 22 Street Pompano Beach, FL 33069		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Commerce & Industry Ins Co		
		INSURER B : Ohio Casualty Insurance Co.		024074
		INSURER C : New Hampshire Insurance Co.		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY			4376363	12/31/09	12/31/10	EACH OCCURRENCE \$ 1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:									PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC									GENERAL AGGREGATE \$ 2,000,000
										PRODUCTS - COMP/OP AGG \$ 2,000,000
										\$
A	AUTOMOBILE LIABILITY			8263475	12/31/09	12/31/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000			
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$			
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$			
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$			
	<input checked="" type="checkbox"/> HIRED AUTOS						\$			
<input checked="" type="checkbox"/> NON-OWNED AUTOS			\$							
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			EUO1054322844	12/31/09	12/31/10	EACH OCCURRENCE \$ 2,000,000			
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000			
	DEDUCTIBLE						\$			
	RETENTION \$						\$			
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC6988274	01/01/10	01/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ 1,000,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000			
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000			

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

Sewers & Drain Cleaning - Proof of Insurance only. Subject to the terms, conditions and exclusions of the policies. Certificate Holder is listed as Additional Insured with respect to the General Liability when requested by written contract only. Contract #10-5507 - Storm Drain Cleaning, Documenting & Repairs.

CERTIFICATE HOLDER**CANCELLATION**

COLCO32

Collier County
 Purchasing Department
 3327 Tamiami Trail East
 Naples, FL 34112

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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