

**RESOLUTION NO. 96-12-23**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH SHENANDOAH GENERAL CONSTRUCTION, LLC, FOR STORMWATER INFRASTRUCTURE MAINTENANCE AND REPAIR SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park (Town) is a municipal corporation of the state of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town and Shenandoah General Construction, LLC, (Contractor) previously entered into an agreement whereby the Contractor is providing stormwater infrastructure maintenance and repair services to the Town; and

**WHEREAS**, the Agreement provided for a one-year term with an option to extend the Agreement for two additional one-year terms at the convenience of the Town; and

**WHEREAS**, the Contractor has agreed to provide the services as set forth in the Agreement based upon the same pricing, terms, and conditions as set forth in the Agreement for an additional one-year term; and

**WHEREAS**, the Town Manager has recommended that the Town Commission extend the Agreement for the provision of stormwater infrastructure maintenance and repair services for an additional one-year term.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK:**

**Section 1.** The whereas clauses are hereby incorporated herein.

**Section 2.** The mayor is hereby authorized and directed to execute the amendment to the Agreement between the Town and Shenandoah General Construction, LLC, to extend the term of the Agreement based upon the same conditions and terms contained therein for one year.

**Section 3.** This Resolution shall take effect immediately upon its execution.

The foregoing Resolution was offered by Commissioner Thomas, who moved its adoption. The motion was seconded by Commissioner Taylor, and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR ROGER D. MICHAUD	<u>✓</u>	—
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>✓</u>	—
COMMISSIONER JOHN LINDEN	<u>✓</u>	—
COMMISSIONER MARY BETH TAYLOR	<u>✓</u>	—
COMMISSIONER JUDITH E. THOMAS	<u>✓</u>	—

The Town Commission thereupon declared the foregoing Resolution 96-12-23 duly passed and adopted this 6th day of December, 2023.

TOWN OF LAKE PARK, FLORIDA

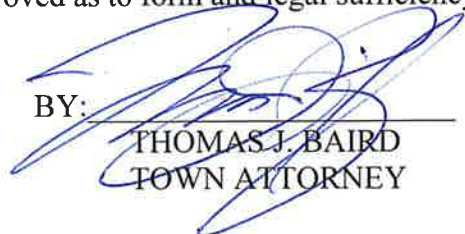
BY:   
ROGER D. MICHAUD  
MAYOR

ATTEST:

  
VIVIAN MENDEZ  
TOWN CLERK



Approved as to form and legal sufficiency:

BY:   
THOMAS J. BAIRD  
TOWN ATTORNEY

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN  
THE TOWN OF LAKE PARK AND SHENANDOAH GENERAL CONSTRUCTION,  
LLC.**

**THIS SECOND AMENDMENT** to the agreement between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 (the Town), and Shenandoah General Construction, 1888 NW 22<sup>nd</sup> Street, Pompano Beach, FL 33069 (the Contractor) is entered into this day 6 of December, 2023.

**RECITALS:**

**WHEREAS**, the Town and Contractor previously entered into an Agreement whereby the Contractor is providing certain stormwater system infrastructure, including, maintenance storm drain cleaning and repair services to the Town (the Agreement); and

**WHEREAS**, the Agreement provided for a one-year term with an option to extend the Agreement for two additional one-year terms at the convenience of the Town; and

**WHEREAS**, the Town Manager has recommended to the Town Commission that it enter into the second option of the agreement, which has a term from November 27, 2023, through November 26, 2024.

**NOW THEREFORE**, the Town and Contractor, in consideration of the benefits flowing from each to the other do hereby agree as follows:

**Section 1.** The whereas clauses are hereby incorporated herein.

**Section 2.**

The Town and the Contractor hereby agree to extend the Agreement for Stormwater Infrastructure Maintenance and Repair Services based upon the same pricing, terms, and conditions as set forth in the Agreement

**Section 3.** This Resolution shall take effect immediately upon its execution.

**IN WITNESS WHEREOF**, the parties hereto have made and execute this Second Amendment to the Agreement as of the day and year last executed below.

ATTEST:

TOWN OF LAKE PARK

By:   
Vivian Mendez, Town Clerk

By:   
Roger Michaud, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:   
Thomas J. Baird, Town Attorney

Shenandoah General Construction, LLC:

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

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

Anthony Guglielmi  
Printed Name \_\_\_\_\_

1888 NW 22nd Street  
(954) 975-0098



**SHENANDOAH**

Pipe Inspection & Restoration Specialist

Pompano Beach, FL, 33069  
shenandoahus.com

DATE: November 30, 2023  
SUBMITTED TO: Lake Park, Town of  
STREET: 650 Old Dixie Hwy  
CITY, STATE & ZIP: Lake Park, FL 33403  
PHONE: (561) 881-3347  
FAX: (561) 881-3349  
EMAIL: jwylie@lakeparkflorida.gov  
JOB NAME: Town of Lake Park 311 9th Street  
ATTENTION: John Wylie

PROPOSAL #P32442

We propose to furnish a crew and all necessary equipment to replace 336 LF of existing 24" HDPE exfiltration system with 24" RCP from 12-049MH to 12-048D Structures. Restore area with sod or asphalt trench and and three concrete driveways. Restore both swales on East and West Sides of 9th Street from Cypress Dr to Data Palm Dr and Remove/Dispose Trees as per punch list at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

1-F&I 24" RCP Exfiltration and Dispose Existing (includes sod & asphalt restoration)	(at \$340.00 Per L.F.)	288 L.F.	\$97,920.00
2-F&I 24" RCP Solid and Dispose Existing (includes sod & asphalt restoration)	(at \$255.00 Per L.F.)	48 L.F.	\$12,240.00
3-Driveway restoration	(at \$35.00 Per Sq.Ft)	480 Sq.Ft	\$16,800.00
4-Swale Restoration (approx 15 feet wide)	(at \$55.00 Per L.F.)	580 L.F.	\$31,900.00
5-MOT	(at \$1,500.00 Lump Sum)	1 Lump Sum	\$1,500.00
6-Tree Removal & Disposal	(at \$350.00 Each)	6 Each	\$2,100.00

**Estimated Total: \$162,460.00**

NOTES: Restoration of landscape limited to sod restoration.

NOTE: Shenandoah Construction is not an engineering firm nor does it assume responsibility for any engineering design; therefore, we offer this proposal as our professional recommendation and interpretation of what could potentially work for the client or owner needs. By accepting this proposal, the client or owner accepts Shenandoah Construction recommendations to proceed with the work as described above.

This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days.  
(If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Price above is only an estimate of foreseen conditions. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Unless noted above engineering, permits, testing and bonds are not included in the pricing. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Parties to this proposal/contract expressly waive all tort claims against each other and limit their remedies to breach of contract.

1888 NW 22nd Street  
(954) 975-0098



**SHENANDOAH**  
Pipe Inspection & Restoration Specialist

Pompano Beach, FL, 33069  
shenandoahus.com

SIGNATURE:

SHENANDOAH GENERAL CONSTRUCTION CO.  
Robson Lima

TITLE  
Estimator

DATE  
11/30/2023

ACCEPTANCE OF PROPOSAL / SIGN & RETURN

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

SIGNATURE:

COMPANY NAME:  
REPRESENTATIVE:

DATE: 1-3-24  
TITLE: Mayor