

SECTION 00400
BID FORM

PROJECT ID: 2020 Orangewood Lakes Water System Improvements

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: City of New Port Richey
City Clerk's Office
5919 Main Street
New Port Richey, Florida 34652
Bid Number: 21-007

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>07/08/2021</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities)

that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Bidder certifies Bidder's authority and qualification to do business in the state where the Project is located, that the Bidder is a state-certified Contractor in good standing and holds current registration with the Florida Construction Industry Licensing Board of the Florida Department of Professional Regulation, that the type of license is in a class that authorizes the Bidder to perform the general nature of the construction to be performed on this project, and that the Bidder's State Contractor's license number for the state of the project is shown on the Bid form.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description of Items With Price Bid in Words</u>	<u>Unit Price In Figures</u>	<u>Amount In Figures</u>
1		LS Mobilization/Demobilization fifteen thousand dollars and zero cents <u>Lump Sum Written</u>		<u>\$ 15,000.00</u>
2		LS Construction Survey & Layout twenty five thousand dollars and zero cents <u>Lump Sum Written</u>		<u>\$ 25,000.00</u>
3		LS Maintenance of Traffic fifteen thousand dollars and zero cents <u>Lump Sum Written</u>		<u>\$ 15,000.00</u>
4		LS Environmental Protection five thousand dollars and zero cents <u>Lump Sum Written</u>		<u>\$ 5,000.00</u>
5		F&I PVC Water Main Piping		
	150 LF	4 – inch Dia.	<u>\$ 60.00</u>	<u>\$ 9,000.00</u>
	60 LF	6 – inch Dia.	<u>\$ 75.00</u>	<u>\$ 4,500.00</u>
	3100 LF	12 – inch Dia.	<u>\$ 40.00</u>	<u>\$ 124,000.00</u>
6		F&I HDPE Water Main Piping via Directional Boring		
	870 LF	6 – inch Dia.	<u>\$ 50.00</u>	<u>\$ 43,500.00</u>
7		F&I D.I. Fittings (C153)		

	2 EA	12"x6" Tee	\$ 1,000.00	\$ 2,000.00
	4 EA	12"x4" Tee	\$ 850.00	\$ 3,400.00
	4 EA	12" 45 deg. Bend	\$ 750.00	\$ 3,000.00
	1 EA	12" Plug	\$ 400.00	\$ 400
	6 EA	12" Sleeve	\$ 750.00	\$ 4,500.00
	2 EA	6"x6" Tee	\$ 350.00	\$ 700
	2 EA	6" 90 deg. Bend	\$ 300.00	\$ 600
	4 EA	6" Sleeve	\$ 300.00	\$ 1,200.00
	3 EA	4" 90 deg. Bend	\$ 250.00	\$ 750.00
	1 EA	4" 11.25 deg. Bend	\$ 150.00	\$ 150.00
	4 EA	4" Sleeve	\$ 175.00	\$ 700.00
8		F&I Gate Valves		
	4 EA	4 – inch Dia.	\$ 2,000.00	\$ 8,000.00
	2 EA	6 – inch Dia.	\$ 3,500.00	\$ 7,000.00
	2 EA	12 – inch Dia.	\$ 7,500.00	\$ 15,000.00
9		F&I Joint Restraints		
	24 EA	4 – inch Dia.	\$ 100.00	\$ 2,400.00
	20 EA	6 – inch Dia.	\$ 150.00	\$ 3,000.00
	50 EA	12 – inch Dia.	\$ 300.00	\$ 15,000.00
10		F&I Pipe Connections		
	2 EA	6" Connection	\$ 1,000.00	\$ 2,000.00
	1 EA	12" Connection	\$ 2,000.00	\$ 2,000.00
11		F&I Tapping Sleeve and Valve Assembly		
	1 EA	12"x4" Tapping Sleeve and Valve Assembly	\$ 2,000.00	\$ 2,000.00
	4 EA	4"x4" Tapping Sleeve and Valve Assembly	\$ 1,500.00	\$ 6,000.00
12	5 EA	F&I Fire Hydrant Assembly	\$ 7,500.00	\$ 37,500.00
13	2 EA	F&I Air Release Assembly	\$ 5,500.00	\$ 11,000.00
14	1 EA	F&I Automatic Flushing Device Assembly	\$ 6,000.00	\$ 6,000.00
15	240 SY	Remove & Replace Asphalt Pavement	\$ 25.00	\$ 12,000.00
16	1,200 SY	F&I Bahia Sod	\$ 10.00	\$ 12,000.00
17	100 SF	Remove & Replace Concrete Sidewalk	\$ 25.00	\$ 2,500.00
18	50 LF	Remove & Replace Concrete Curb	\$ 50.00	\$ 2,500.00
19	LS	Remove & Replace 14"x23" ERCP		

		and Mitered End Sections		
		five thousand dollars and zero cents		\$ 5,000.00
		Lump Sum Written		
20	100 CY	Remove & Dispose Solid Rock along Pipe Route, Replace with Suitable Trench Material	\$ 25.00	\$ 2,500.00
21	100 CY	Remove & Replace Unsuitable Trench Foundation Material	\$ 30.00	\$ 3,000.00
22	100 CY	Remove & Replace Unsuitable Trench Backfill Material	\$ 20.00	\$ 2,000.00
23	LS	Allowance for Extra Work Authorized by Owner		\$ 50,000.00

TOTAL PROJECT BASE BID:

\$ 459,300.00

(Amount Written In Figures)

four hundred and fifty nine thousand three hundred

dollars and zero cents

(Amount Written In Words)

Unit prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within **120** calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **150** calendar days after the date when the Contract Times commence to run.

6.01 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a part of this Bid:

- A. Bid security in the form of a certified check or Bid Bond (Section 00430).
- B. Tabulation of Subcontractors and Suppliers (Section 00431).

- C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- D. Contractor's License No.: CBC1262847 & CUC1225554
- E. Florida Trench Safety Act Certification (Section 00440).
- F. Construction Contractor's Qualification Statement for Engineered Construction (Section 00450).
- G. Sworn Statement under Section 287.133(3)(A), Florida Statutes, on Public Entity Crimes (Section 00451).
- H. Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion, Last Three (3) Years (Section 00452).
- I. Noncollusion Affidavit (Section 00453).
- J. Drug-Free Workplace Certificate (Section 00454).
- K. Contractor's Code of Conduct Form (Section 00455).

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by: Harbor Contracting LLC

If Bidder is:

~~An Individual~~

~~Name (typed or printed): _____~~

~~By: _____
(Individual's signature)~~

~~Doing business as: _____~~

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Harbor Contracting LLC (SEAL)

State of Incorporation: Florida

Type (General Business, Professional, Service, Limited Liability): LLC

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Anthony Cerullo

Title: President
(CORPORATE SEAL)

Attest *Charles T. Cerullo*

Date of Qualification to do business in Florida is 03 / 28 / 2018

~~A Joint Venture~~

~~Name of Joint Venture: _____~~

~~First Joint Venturer Name: _____ (SEAL)~~

~~By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)~~

~~Name (typed or printed): _____~~

~~Title: _____~~

~~Second Joint Venturer Name: _____ (SEAL)~~

~~By: _____~~

~~(Signature of second joint venture partner -- attach evidence of authority to sign)~~

~~Name (typed or printed): _____~~

~~Title: _____~~

~~(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)~~

Bidder's Business Address 175 Irwin Street West; Safety Harbor, FL
34695

Phone No. 727-332-3710 Fax No. _____

E-mail harborcontracting18@gmail.com

SUBMITTED on July 15th, 2021.

State Contractor License No. CBC1262847 and CUC1225554

**SECTION 00430
BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Harbor Contracting, LLC.
175 Irwin St. W.
Safety Harbor, FL 34695

SURETY (Name and Address of Principal Place of Business):

FCCI Insurance Company
6300 University Parkway
Sarasota, FL 34240-8424

OWNER (Name and Address):

City of New Port Richey
5919 Main Street
New Port Richey, Florida 34652

BID

Bid Due Date: July 15, 2021

Description (Project Name and Include Location): 2020 Orangewood Lakes Water System Improvements - Bid #21-007
Osteen Rd, New Port Richey, FL
Installation of approximately 4000lf of watermain in Orangewoods Lakes neighborhood

BOND

Bond Number: 071521NewPortRichy

Date (Not earlier than Bid due date): July 15, 2021

Penal sum ----- Five Percent of Amount Bid ----- \$ ----- 5% -----
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Harbor Contracting, LLC. (Seal)
Bidder's Name and Corporate Seal

By: [Signature]
Signature

Anthony Cerullo
Print Name

President
Title

Attest: [Signature]
Signature

Witness
Title

SURETY

FCCI Insurance Company (Seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature (Attach Power of Attorney)

Jorge L. Bracamonte
Print Name

Attorney-In-Fact &
Florida Licensed Resident Agent
Title

Attest: [Signature]
Signature - Jessie Sloan

Witness
Title

Inquiries: (321) 800-6594

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Jorge L Bracamonte

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): \$10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair
Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 15th day of July, 2021

Christopher Shoucair
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

SECTION 00431
 TABULATION OF SUBCONTRACTORS AND SUPPLIERS

The Undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each and that such list will not be added to nor altered without written consent to the Owner through the Engineer.

<u>SUBCONTRACTOR OR SUPPLIER AND ADDRESS</u>	<u>CLASS OF WORK OR MATERIAL</u>
(1) <u>Ferguson Waterworks</u> <u>3501 SW 13th St #200 Ocala, FL</u>	<u>Pipe Supplier</u>
(2) <u>AngleRight Surveying</u> <u>2202 N. Westshore Blvd. Suite 217</u>	<u>Surveying and As-builts</u>
(3) <u>HDD Of America Inc</u> <u>5975 94th Ave Pinellas Park, FL</u>	<u>Directional Drilling</u>
(4) _____ _____	_____
(5) _____ _____	_____
(6) _____ _____	_____
(7) _____ _____	_____

BIDDER: Harbor Contracting LLC

By: 

Name: Anthony Cerullo

Title: President

Date: 07/15/2021

SECTION 00440
FLORIDA TRENCH SAFETY ACT CERTIFICATION

The Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the most current version of the Florida Trench Safety Act (90-96, Laws of Florida). The Bidder further identifies the costs to be summarized below:

	<u>Cost</u>
1. Trench Safety Act Compliance	\$ <u>2,000.00</u>
2. Special Shoring	\$ <u>1,000.00</u>

Identify method of compliance for Item #1: Trench Box

Identify or attach a copy of Special Shoring Requirements for Item #2: Special Bracing
and shoring

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act (90-96, Laws of Florida).

BIDDER: Harbor Contracting LLC

By: 

Name: Anthony Cerullo

Title: President

Sworn to and subscribed before me this 15th day of July, 2021.


Notary Public



Kunal A. Patel
State of Florida
My Commission Expires 10/24/2024
Commission No. HH 42241

My Commission Expires: 10/24/2024

SECTION 00450
THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA



CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT FOR ENGINEERED CONSTRUCTION

This qualification statement was developed by AGC of America in cooperation with the Engineers Joint Contract Documents Committee (EJCDC) which recommend its use as a suggested generic prequalification statement or a contract-specific qualification statement. In the latter case, the owner or engineer may wish to make appropriate supplemental inquires.

The Engineers Joint Contract Documents Committee consists of representatives of the following organizations:

National Society of Professional Engineers
American Consulting Engineers Council
American Society of Civil Engineers
Construction Specifications Institute

Submitted by:

Name of Organization Harbor Contracting LLC

Name of Individual Anthony Cerullo

Title President

Address 175 Irwin Street West
Safety Harbor, FL 34695

Telephone 727-332-3710

00450-1

Submitted to:

Name City of New Port Richey

Address 5919 Main Street

New Port Richey, FL 34652

Telephone 727-853-1016

Project Name and Description (if applicable)

Bid # 21-007

2020 Orangewood Lakes Water System Improvements

Installation of watermain via open cut and directional drill.

Contractor's General Business Information

Check If:

Corporation Partnership Joint Venture Sole Proprietorship

If Corporation:

a. **Date and State of Incorporation**

March 2018; Florida

b. **List of Executive Officers**

Name	Title
Anthony Cerullo	President

If Partnership:

a. Date and State of Organization

b. Names of Current General Partners

c. Type of Partnership

General Publicly Traded

Limited Other (describe): _____

If Joint Venture:

a. Date and State of Organization

b. Name, Address and Form of Organization of Joint Venture Partners: (Indicate managing partner by an asterisk *)

If Sole Proprietorship:

a. Date and State of Organization

b. Name and Address of Owner or Owners

1. On Schedule A, attached, list major engineered construction projects completed by this organization in the past five (5) years. (If joint venture list each participant's projects separately).
2. On Schedule B, attached, list current projects under construction by this organization. (If joint venture, list each participant's projects separately).
3. Name of surety company and name, address, and phone number of agent.

JCA Surety

123 Zelma Street Suite A Orlando, FL 32803

Jorge L. Bracamonte (321) 800-6594

4. Is your organization a member of a controlled group of corporations as defined in I.R.C. Sec. 1563?
 Yes No

If yes, show names and addresses of affiliated companies.

Furnish on Schedule C, attached, details of the construction experience of the principal individuals of your organization directly involved in construction operations.

5. Has your organization ever failed to complete any construction contract awarded to it? Yes No

If yes, describe circumstances on attachment.

Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a construction contract awarded to him or her in their own name or when acting as a principal of another organization?

- Yes No

If yes, describe circumstances on attachment.

In the last five years, has your organization ever failed to substantially complete a project in a timely manner?

- Yes No

If yes, describe circumstances on attachment.

Indicate general types of work performed with your own work force.

6. If required, can your organization provide a bid bond for this project? Yes No

7. What is your approximate total bonding capacity?

\$500,000 to \$2,000,000

\$2,000,000 to \$5,000,000

\$5,000,000 to \$10,000,000

\$10,000,000 or more


12. Describe the permanent safety program you maintain within your organization. Use attachment if necessary.

Daily safety meetings with attendance. Monthly safety seminars on
different areas of construction.

13. Furnish the following information with respect to an accredited banking institution familiar with your organization.

Name of Bank	Wells Fargo
Address	2580 McMullen Booth Road
	Clearwater, FL 33761
Account Manager	Scott Toweson
Telephone	727-538-4524

I hereby certify that the information submitted herewith, including any attachment is true to the best of my knowledge and belief.


By: Anthony Cerullo
Title: President
Dated: 07/15/2021

SCHEDULE A

Name, Location and Description of Project	Owner	Design Engineer	Date Completed	Contract Price	Reference/Contact Include Address and Phone
Harbor Dr and La Hacienda Stormwater Improvements Indian Rocks Beach, FL Installation of storm pipe, Beach two large baffle boxes, two drain inlets, pipe lining and restoration	City of Indian Rocks Beach	CivilSurv	December 2019	\$190,000.00	Dean Scharmen Public Services Director 1507 Bay Palm Blvd Indian Rocks Beach, FL 727-595-6889
Westchase Parking Lots Tampa, FL Installation of 3 parking areas including: clearing concrete work, grading, sodding, base work, asphalt	Kimley-Horn	November 2020	\$120,000.00	Art Carroll- GC A&A Development 6020 Williams Rd Seffner, FL 813-622-8886	
Dover Site Development Tampa, FL Complete Site Development including: pond digging, storm installation, watermain installation, grading, concrete, asphalt	Cronimet	McNeal	June 2021	\$205,000.00	Nick Teeling Axis One Construction 3607 Coolidge Ave Tampa, FL 813-919-7475
127th Ave Beautification Treasure Island, FL Installation of large storm structure, D-curb, grading, shell placement, landscaping, and concrete pad	City of Treasure Island	Michael Baker International	October 2020	\$150,000.00	Michael Helfrich, PE Public Works Director 120 108th Ave Treasure Island, FL 727-547-4575

SCHEDULE B

Name, Location and Description of Project	Owner	Design Engineer	Contract Price	Amount Completed	Date of Scheduled Completion	Reference/Contact Include Address and Phone
Orlando Fashion Square Mall; Orlando, FL Installation of wm, Sewere main	Unsure	Kimley Horn	29,500.00	0%	Late July	Dave crosbie Hawkins Construction 1430 L and R Industrial blvd Tarpon Springs, FL 727-938-9719
Palm Lake Village Association none Apartments; Dunedin, FL Installation of concrete pads and turf block parking	Association none	none	9,500.00	50%	Early August	Art Carroll A&A Development 6020 Williams Rd Seffner, FL 813-622-8886
00450-7						
16th Ave Indian Rocks Beach, FL Installation of storm inlet and concrete curb	City of Indian Rocks Beach	City of Indian Rocks Beach	none	3,000.00 0%	Early August	Dean Scharmen Public Services Director 1507 Bay Palm Blvd Indian Rocks Beach, FL 727-595-6889
3025 Merrill Ave Clearwater, FL installation of Concrete driveway and patio	Saxony Homes	Saxony Homes	10,000.00	10%	Early August	Jeff Saxony Homes 800 Moss Ave Clearwater FL 727-560-1106

SCHEDULE C - PERSONNEL

Name	Position	Date started with this organization	Date started in construction	Prior positions and experience in construction
Anthony Cerullo-	see attached resume			
Andr�w Farhadi	Assistant Foreman Driver	March 2018	2006	Operator, Driver, Laborer
Alfredo Policarpo- Hernandez	Operator, Pipe Layer	July 2019	2000	Operator, Laborer, Finisher
Manuel Policarpo	Operator, Pipe Layer	December 2019	1990	Prior work and experience in all construction trades
Jose Carmaya	Pipe Layer	March 2019	2015	Laborer

00450-8

SECTION 00451
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other
officer authorized to administer oaths.)

STATE OF Florida

COUNTY OF Pinellas

Before me, the undersigned authority, personally appeared Anthony Cerullo, who, being by me first duly sworn, made the following statement:

1. The business address of Harbor Contracting LLC
(firm name of Bidder/Contractor)
is 175 Irwin Street West; Safety Harbor, FL 34695.

2. My relationship to Harbor Contracting LLC
(firm name of Bidder/Contractor)
is President
(relationship such as sole proprietor, partner, president, vice president)

3. I understand that a "public entity crime" as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.


5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime; or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.

(Draw a line through Paragraph 6 if Paragraph 7 below applies.)

SECTION 00452
BIDDER'S STATEMENT OF DISPUTES, LITIGATION,
ARBITRATION, AND SURETY COMPLETION
LAST THREE (3) YEARS

<u>PROJECT</u>	<u>NAME AND ADDRESS OF OWNER OR ENGINEER</u>	<u>NAME AND PHONE OF OWNER OR ENGINEER REPRESENTATIVE</u>	<u>DATE OF CONTRACT</u>	<u>AMOUNT</u>	<u>STATUS</u>

(Signed) 

SECTION 00453
NONCOLLUSION AFFIDAVIT

TO: The City of New Port Richey, herein called the "Owner."

Pursuant to bidding requirements for the work titled "Bid #21-007 Orange Lakes
Water System Improvements,"

the enclosed contract documents shall be provided to the Owner.

State of Florida

County of Pinellas

Anthony Cerullo, being first duly
(Officer's Name)

sworn, deposes, and says that:

- A. He\She is President (officer's title)
of Harbor Contracting LLC (company name),
the Bidder that has submitted the attached bid;
- B. He\She is fully informed respecting the preparation and contents of the attached
bid and of all pertinent circumstances respecting such bid;
- C. Such bid is genuine and is not a collusive or sham bid;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents,
representatives, employees, or parties in interest, including this affiant, has in any
way colluded, conspired, connived, or agreed, directly or indirectly with any other
Bidder, firm, or person to submit a collusive or sham bid in connection with the
contract for which the attached bid has been submitted or to refrain from bidding
in connection with such contract, or has in any manner, directly or indirectly,
sought by agreement or collusion or communication or conference with any other
Bidder, firm, or person to fix the price or prices in the attached bid or of any other
Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid
price of any other Bidder, or to secure through any collusion, conspiracy,
connivance, or unlawful agreement any advantage against the _____
or any person interested in the proposed contract; and


E. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)



Anthony Cerullo- Presidnet

Subscribed and sworn to before me
this 15th day of July, 20 21



Notary Public



Kunal A. Patel
State of Florida
My Commission Expires 10/24/2024
Commission No. HH 42241

My commission expires 10/24/2024


SECTION 00455

CONTRACTOR'S CODE OF CONDUCT
FORM

Contractors Code of Conduct

- **Courtesy and Respect:** It is critical that all contractors and their employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all.
- **Language and Behavior:** Contractors and their employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on City property are not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by any contractor or contractor's employee is prohibited. Offenders will be removed from job site and/or reported to the Police Department.
- **Smoking:** Contractors and their employees are not permitted to smoke in or near any of the City Buildings.
- **Fraternization:** Contractors and their employees may not fraternize or socialize with City employees.
- **Appearance:** Contractors and their employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on City property. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. The City has the right to decide if such clothing is inappropriate.
- **Reporting:** The contractor is required to report any matter involving a violation of these rules of conduct to City. Any matter involving health or safety, including any altercations, should be reported to the City immediately.

The contractor is responsible for his/her employees, agents, consultants and guests. If prohibited conduct does occur, the contractor will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from the project site and prohibited actions could result in the termination of any contract or agreement with the City.



Signature Date

President

Title

07/15/2021

END OF SECTION



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
HARBOR CONTRACTING LLC

Filing Information

Document Number	L18000079225
FEI/EIN Number	82-5002973
Date Filed	03/28/2018
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	12/05/2018
Event Effective Date	NONE

Principal Address

175 IRWIN ST. W.
SAFETY HARBOR, FL 34695

Mailing Address

175 IRWIN ST. W.
SAFETY HARBOR, FL 34695

Registered Agent Name & Address

CERULLO, ANTHONY
175 IRWIN ST. W.
SAFETY HARBOR, FL 34695

Name Changed: 11/19/2018

Address Changed: 11/19/2018

Authorized Person(s) Detail

Name & Address

Title AMBR

CERULLO, ANTHONY
175 IRWIN ST. W.
SAFETY HARBOR, FL 34695

Annual Reports

Report Year	Filed Date
--------------------	-------------------

2019	05/01/2019
2020	03/17/2020
2021	03/04/2021

Document Images

03/04/2021 -- ANNUAL REPORT	View image in PDF format
03/17/2020 -- ANNUAL REPORT	View image in PDF format
05/01/2019 -- ANNUAL REPORT	View image in PDF format
12/05/2018 -- LC Amendment	View image in PDF format
11/19/2018 -- LC Amendment	View image in PDF format
03/28/2018 -- Florida Limited Liability	View image in PDF format

Anthony Cerullo

Project Manager/Superintendent

As Project Manager of Harbor Contracting, Anthony is responsible for all bid packages, schedules, constructability reviews, value engineering, and site logistics during the preconstruction phase of projects. During construction, he is responsible for managing all construction activities, including scheduling, quality control, cost control, change orders and close-out.

As Superintendent of Harbor Contracting, Anthony is responsible for the supervision and coordination of the day to day activities on active jobsite, including safety inspections, daily reports, five week look ahead schedules, delivery coordination, production planning, subcontractor coordination, project quality, labor and equipment resources, testing and final close-outs.

Education/Licenses/Certifications

ASOCIATES, CIVIL ENGINEERING

HILLSBOROUGH COMMUNITY COLLEGE, 2012

AUTOCAD CERTIFICATION

HILLSBOROUGH COMMUNITY COLLEGE, 2012

EXCAVATION SAFETY COMPETENT PERSON CERTIFICATION

NATIONAL TRENCH SAFETY, 2017

TERMPORARY TRAFFIC CONTROL CERTIFICATION

FLORIDA DEPARTMENT OF TRANSPORTATION, EXPRIRES 11/2022

FLORIDA BUILDING CONTRACTOR- CBC1262847

FLORIDA DEPARTMENT OF BUISNESS, 2018 TO CURRENT

FLORIDA UNDERGROUND UTILITY AND EXCAVATION CONTRACTOR- CUC1225554

FLORIDA DEPARMENT OF BUSINESS, 2019 TO CURRENT

Years of Experience

AUGUST 2012 TO APRIL 2019

SUNCOAST DEVELOPMENT OF PINELLAS COUNTY INC- LABORER, FOREMAN, PROJECT MANAGER

APRIL 2019 TO OCTOBER 2019

C & T CONTRACTING SERVICES LLC- PROJECT MANAGER

MARCH 2018 TO PRESENT

HARBOR CONTRACTING LLC- 100% ONWER

Project Experience

2016- 2018 PINELLAS COUNTY ADA CONTRACT | SUNCOAST DEVELOP. | \$8.5 MILLION

- Role: Foreman and Project Manager
- 2 year contract with Pinellas County, 2014 to 2016
- Work orders consisted of underground utility work, concrete work, asphalt, and roadway construction

CITY OF ZEPHRYHILLS BOOSTER PUMP | SUNCOAST DEVELOP. | \$2.5 MILLION

- Role: Foreman and Project Manager
- October 2016 to May 2017
- Installation of over 25,000 LF of 12" Water Main by open cut and direction drilling.
- Installation of 30 fire hydrants, 40 gate valves and one booster pump station

CITY OF PINELLAS PARK ENGLAND BROTHER PARK UPGRADES | SUNCOAST DEVELOP. | \$500,000.00

- Role: Project Manager
- August 2017 to December 2017
- Upgrades included new drainage pipe, new asphalt entrance, new bahia sod and new curb.

PASCO COUNTY STATE ROAD 52 RECLAIM WATER MAIN | SUNCOAST DEVELOP. | \$600,000.00

- Role: Project Manager
- September 2017 to January 2018
- Installation of 15,000 LF of 24" Reclaim Water

CITY OF CLEARWATER KAPOK SANITARY SEWER | SUNCOAST DEVELOP. | \$4.5 MILLION

- Role: Estimator and Project Manager
- February 2018 to May 2019
- Removing 150 homes off of septic systems and tying homes into new gravity sewer system

CITY OF TREASURE ISLAND LIFT STATION UPGRADES | C&T CONTRACTING | \$1.6 MILLION

- Role: Estimator and Project Manager
- October 2019 to Present
- Upgrades to five lift stations around the city.

CITY OF INDIAN ROCKS BEACH STORMWATER IMPROVEMNTS | HARBOR | \$180,000.00

- September 2020 to December 2020
- Installation of 4 storm water treatment boxes and pipe culvert.
- Restoration includes concrete curb, asphalt and landscaping

CITY OF TREASURE ISLAND 127TH AVE BEAUTIFICATION | HARBOR | \$127,000.00

- August 2020 to September 2020
- Installation of concrete curb and shell parking lot

CRONIMET CORPORATION (AXIS ONE CONSTRUCTION) | HARBOR | \$205,000.00

- March 2021 to June 2021
- Complete site development
- Water tap installation, watermain installation, digging out pond, clearing, grubbing and grading, 12 storm structures, 1,000+ feet of storm pipe, asphalt restoration, sod restoration