



CITY HALL - P.O.Box 1100  
PINELLAS PARK, FL 33780-1100

**Please Respond To:**

James W. Denhardt  
City Attorney  
Law Offices of James W. Denhardt  
2700 First Avenue North  
St. Petersburg, Florida 33713  
(727) 327-3400 - Telephone  
(727) 323-0888 - Facsimile

October 30, 2024

Mr. Doug Sexton  
Purchasing Coordinator  
City of Pinellas Park  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100

RE: **City Document #24-261**  
**Piggyback Contract for Pond Dredging**  
**Foxmoor Estates & Pinebrook Neighborhood**

Dear Mr. Sexton:

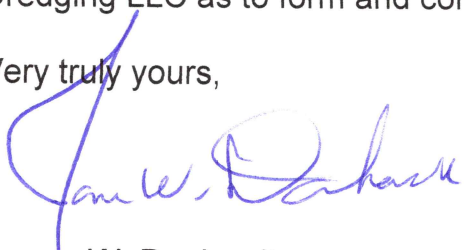
Our office has received and reviewed the above-referenced Contract for pond dredging services from Bayside Dredging LLC. The proposed Contract is a piggyback of the City of Tampa's Contract for Outfall Maintenance Services with Bayside Dredging LLC. We have also received and reviewed the corresponding Bid Documents pertaining to the City of Tampa's Invitation to Bid No. 101100422. After a review of all of the items sent to our office, and a review of Pinellas Park's Bid Requirements in Section 2.602 of the City's Code of Ordinances, it would appear that the Contract between the City of Tampa and Bayside Dredging LLC was secured by a competitive bidding process that is equal to or more stringent than the competitive bidding process required by the Pinellas Park City Code. The pricing proposed by Bayside Dredging LLC for the pond dredging services pursuant to this Contract also mirror the prices provided by Bayside Dredging LLC to the City of Tampa under the City of Tampa's agreement.

While reviewing the proposed Contract, we happened to notice that on page 36, our office's contact information needs to be updated to reference the "Law Offices of James W. Denhardt" rather than Denhardt and Rubenstein.

Mr. Doug Sexton  
October 30, 2024  
Page 2

With the above change, and assuming that the scope of services for the Pinellas Park Contract are substantially similar to those listed in the City of Tampa Contract, we would approve of the proposed Contract between the City of Pinellas Park and Bayside Dredging LLC as to form and correctness.

Very truly yours,



James W. Denhardt  
City Attorney

cc: Bart Diebold, City Manager  
Jennifer Carfagno, City Clerk  
Dan Hubbard, Asst. City Manager  
Kelly Schrader, Finance Administrator  
Rosanna Hany, Purchasing Director  
Dylan Luke, Project Manager

JWD/dh

24-261.20241030.LDS.Foxmoor Est and Pinebrook Pond Dredging.wpd

CITY OF



**PINELLAS PARK**

• SIMPLY CENTERED •

City of Tampa  
ITB 101100422 Piggyback

**Foxmoor Estates and Pinebrook Neighborhood Pond Dredging**

**Bayside Dredging LLC  
5035 Ulmerton Road  
Clearwater, FL 33760  
727.436.5044**

**Construction Services**



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

## Detail by Entity Name

Florida Limited Liability Company  
BAYSIDE DREDGING LLC

### Filing Information

<b>Document Number</b>	L22000254102
<b>FEI/EIN Number</b>	88-2719169
<b>Date Filed</b>	06/02/2022
<b>Effective Date</b>	06/02/2022
<b>State</b>	FL
<b>Status</b>	ACTIVE

### Principal Address

5035 ULMERTON RD  
CLEARWATER, FL 33760

Changed: 07/27/2022

### Mailing Address

5035 ULMERTON RD  
CLEARWATER, FL 33760

Changed: 07/27/2022

### Registered Agent Name & Address

SAPP, BRET  
5035 Ulmerton Rd  
CLEARWATER, FL 33760

### Authorized Person(s) Detail

#### **Name & Address**

Title MGR

SAPP, BRET  
5035 ULMERTON RD  
CLEARWATER, FL 33760

Title MGR

SCHAMP, JOHN  
5035 ULMERTON RD  
CLEARWATER, FL 33760



Title MGR

DAVIS, KEVIN  
5035 ULMERTON RD  
CLEARWATER, FL 33760

Title MGR

CESLOK, GARRETT  
5035 ULMERTON RD  
CLEARWATER, FL 33760

**Annual Reports**

Report Year	Filed Date
2023	03/14/2023
2024	02/12/2024

**Document Images**

<a href="#">02/12/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/14/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/02/2022 -- Florida Limited Liability</a>	<a href="#">View image in PDF format</a>

# E-Verify Employer Search

Use the E-Verify search tool to find employers who are currently enrolled in E-Verify. Your search will display the following information:

- **Employer name** – The name the employer used when they enrolled in E-Verify. This can be the business' legal name, a trade name, or an abbreviation.
- **Doing Business As (DBA) name** – The name an employer uses publicly. The public may see the DBA, but the employer may have used another name when they enrolled in E-Verify.
- **Account Status** – Indicates whether the account is currently enrolled or terminated.
- **Enrollment date** – The date the E-Verify Memorandum of Understanding is signed.
- **Termination Date** – The E-Verify Memorandum of Understanding termination date.
- **Workforce size** – Appears as long as the employer reported they have at least five employees.
- **Number of hiring sites** – The locations where employers hire employees and where they complete Form I-9.
- **Hiring site locations (by state)** – The geographic location(s) of hiring sites, by state, reported by the employer.

## Parameters:

- USCIS is migrating the employer search tool to provide more timely and accurate updates. The data in this tool was last updated on March 31, 2024. If you're unable to find your organization using this search tool and need it to appear for validation purposes, please email us at [E-Verify@uscis.dhs.gov](mailto:E-Verify@uscis.dhs.gov).
- Employers report their own data at the time they enroll in E-Verify. The accuracy and completeness of the data depend on what was submitted by employers at the time of enrollment and as reported throughout the employer's relationship with E-Verify.
- [Review Employer Data Parameters](#)

# Participating Employers

Search

## Filter

Business Name

Primary Industry Type

ACCOMMODATION AND FOOD SERVICES (72)  
ADMINISTRATIVE AND SUPPORT AND WASTE MANAGEMENT AND REMEDIATION SERVICES (56)  
AGRICULTURE, FORESTRY, FISHING AND HUNTING (11)  
ARTS, ENTERTAINMENT, AND RECREATION (71)  
CONSTRUCTION (23)  
EDUCATIONAL SERVICES (61)

Hiring Site Locations (by state)

Account Status

- Any -

Items per page

10

Alabama

Alaska

American Samoa

Arizona

Arkansas

California

Colorado

Connecticut

Delaware

Florida

Georgia

Hawaii

Idaho

Illinois

Indiana

Iowa

Kansas

Kentucky

Louisiana

Maine

Maryland

Massachusetts

Michigan

Minnesota

Mississippi

Missouri

Montana

Nebraska

Nevada

New Hampshire

New Jersey

New Mexico

New York

North Carolina

North Dakota

Ohio

Oklahoma

Oregon

Pennsylvania

Rhode Island

South Carolina

South Dakota

Tennessee

Texas

Utah

Vermont

Virginia

Washington

West Virginia

Wisconsin

Wyoming

SEARCH

RESET

Employer	Doing Business As	Account Status	Date Enrolled	Date Terminated	Workforce Size	Number of Hiring Sites	Hiring Site Location (by state)
Bayside Dredging LLC	Bayside Dredging LLC	Open	02/15/2023		20 to 99	1	FL

Showing 1 to 1 of 1 entries.

Enrolling In E-Verify Is Easy! Want To Learn More?

Keywords

[Data](#) [E-Verify employer search tool](#) [E-Verify participating employers](#)

Last Updated Date: 03/31/2024

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS &  
PROFESSIONAL REGULATIONDepartment of Business  
& Professional Regulation[HOME](#) [CONTACT US](#) [MY ACCOUNT](#)**ONLINE SERVICES**[Apply for a License](#)[Verify a Licensee](#)[View Food & Lodging Inspections](#)[File a Complaint](#)[Continuing Education Course  
Search](#)[View Application Status](#)[Find Exam Information](#)[Unlicensed Activity Search](#)[AB&T Delinquent Invoice & Activity  
List Search](#)**LICENSEE DETAILS**

8:38:58 AM 9/19/2024

**Licensee Information**

Name:	<b>SAPP, BRET A (Primary Name)</b> <b>BAYSIDE DREDGING LLC (DBA Name)</b>
Main Address:	<b>5035 ULMERTON RD</b> <b>CLEARWATER Florida 33760</b>
County:	<b>PINELLAS</b>

**License Information**

License Type:	<b>Certified Specialty Contractor</b>
Rank:	<b>Cert Specialty</b>
License Number:	<b>SCC131152825</b>
Status:	<b>Current,Active</b>
Licensure Date:	<b>12/13/2022</b>
Expires:	<b>08/31/2026</b>

**Special  
Qualifications****Qualification Effective**

<b>Construction Business</b>	<b>12/13/2022</b>
<b>Marine Specialty Contractor</b>	<b>12/13/2022</b>

**Alternate Names**[View Related License Information](#)[View License Complaint](#)

---

**2601 Blair Stone Road, Tallahassee FL 32399** :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. Copyright ©2023 Department of Business and Professional Regulation - State of Florida. [Privacy Statement](#)

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS &  
PROFESSIONAL REGULATION



Department of Business  
& Professional Regulation

[HOME](#) [CONTACT US](#) [MY ACCOUNT](#)

## ONLINE SERVICES

[Apply for a License](#)

[Verify a Licensee](#)

[View Food & Lodging Inspections](#)

[File a Complaint](#)

[Continuing Education Course  
Search](#)

[View Application Status](#)

[Find Exam Information](#)

[Unlicensed Activity Search](#)

[AB&T Delinquent Invoice & Activity  
List Search](#)

## LICENSEE DETAILS

8:38:56 AM 9/19/2024

### This is a business tracking record only.

Click here for information on how to verify that this business is properly licensed.

#### Licensee Information

Name:	<b>BAYSIDE DREDGING LLC (Primary Name)</b>
Main Address:	<b>5035 ULMERTON RD CLEARWATER Florida 33760</b>
County:	<b>PINELLAS</b>

#### License Information

License Type:	<b>Construction Business Information</b>
Rank:	<b>Business Info</b>
License Number:	
Licensure Date:	<b>08/19/2022</b>
Expires:	

#### Special Qualifications

#### Qualification Effective

#### Alternate Names

[View Related License Information](#)

[View License Complaint](#)

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. Copyright ©2023 Department of Business and Professional Regulation - State of Florida. [Privacy Statement](#)

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee.

However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.



**CONSTRUCTION CONTRACT  
GENERAL TERMS AND CONDITIONS  
INDEX**

Definitions and Terms	pg. 2	Lumber Produced in Florida	pg. 12
Anti-Discrimination	pg. 3	Notice to Proceed	pg. 12
Antitrust Violations	pg. 3	Payments to the Contractor	pg. 12
Apprentices	pg. 3	Preconstruction Conference	pg. 14
Approval of Subcontracts	pg. 3	Progress, Reports, and Control of the Work	pg. 14
Authority and Duty of the City Designee	pg. 4	Prohibited Telecommunications Equipment	pg. 14
Changes	pg. 5	Prohibition on Gratuities and Kickbacks	pg. 14
Claims and Damages	pg. 5	Prosecution of the Work	pg. 15
Clean Up	pg. 6	Rights and Responsibilities of the Contractor	pg. 15
Compliance with Laws and Regulations	pg. 6	Rights and Responsibilities of the Owner	pg. 18
Conflicts of Interest	pg. 6	Royalties and Patents	pg. 20
Delays and Extension of Time	pg. 7	Safety and Health Regulations	pg. 20
Discriminatory Vendor List	pg. 7	Salvaged Equipment and Materials	pg. 20
Drawings	pg. 7	Sanitary Regulations	pg. 20
Environmental, Social, Corporate Activism	pg. 8	Scrutinized Companies	pg. 20
E-Verify	pg. 8	Substitution of Equipment/Material	pg. 20
Existing Utilities	pg. 9	Suspension and Debarment	pg. 21
Fair Labor Standards Act and Minimum Wage	pg. 9	Termination for Non-Appropriation	pg. 21
Foreign Gifts and Contracts	pg. 9	Warranty and Guarantee Provisions	pg. 21
Independent Contractor	pg. 9	Work by Others	pg. 22
Inspection	pg. 10	Workmanship, Materials, and Workers	pg. 22
Insurance Requirements	pg. 11		

## **DEFINITIONS AND TERMS**

The terms used in these specifications are defined as follows:

<b>OWNER:</b>	CITY OF PINELLAS PARK PINELLAS COUNTY, FLORIDA
<b>CONTRACTOR:</b>	The person, firm, company or corporation with whom this Contract is executed by the Owner.
<b>DESIGNEE:</b>	The City Manager of the City of Pinellas Park or the person so designated in writing.
<b>SUBCONTRACTOR:</b>	Any person, firm, company or corporation other than the Contractor supplying material, equipment, supplies, or labor for work at the site of the project. Such person or firm has contractual relations with the Contractor, but not with the City.
<b>SURETY:</b>	Any person, firm, or corporation that has executed the Contractor's performance bond securing the performance of this Contract.
<b>SCOPE OF WORK:</b>	The detailed written description of the work.
<b>PROJECT:</b>	The entire service to be performed as set forth in the Contract Documents.
<b>NOTICES &amp; CLAIMS:</b>	A Notice is defined to be information rendered by either party to the other upon a condition becoming known, pursuant to the following requirements. All claims, requests, substitutions, changes, notices, delays, and any and all other forms of notices or claims by the Contractor to the City Manager must be in writing and promptly presented. If none is so made, it is irrefutably presumed not to have been given by the Contractor to the City Manager.
<b>OWNER'S ADDRESS FOR NOTICES:</b>	City of Pinellas Park Purchasing Division P.O. Box 1100 Pinellas Park, FL 33780-1100

## **ANTI-DISCRIMINATION**

Contractor, for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenants and agrees that:

- (a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and
- (b) No employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Agreement.

## **ANTITRUST VIOLATIONS: DENIAL OR REVOCATION UNDER SECTION 287.137, FLORIDA STATUTES**

Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

## **APPRENTICES**

In the event Contractor employs apprentices, the parties acknowledge that Florida Statute Chapter 446 shall apply.

## **APPROVAL OF SUBCONTRACTS**

The Contractor shall, as soon as practicable after the signing of the Contract and prior to the preconstruction conference, notify the Designee in writing of the names of subcontractors proposed for the work and shall not employ any that have not been approved by the Designee and/or the Owner in writing.

The Contractor agrees that he is fully responsible to the Owner for the acts and omissions of his subcontractors, suppliers, materialmen, laborers, equipment providers, etc., of persons either directly or indirectly employed, used, authorized, or utilized by the Contractor, Subcontractors, materialmen, laborers, suppliers, equipment providers, etc. Nothing contained in the Contract documents shall create any contractual relation between any subcontractor, materialmen, laborers, suppliers, equipment providers, etc. (and any person/entity either directly or indirectly employed, authorized, utilized, or used by any of them) and the Owner.

## **AUTHORITY AND DUTY OF THE CITY DESIGNEE**

### **(a) Authority of the Designee**

The work shall be always subject to the review of the Designee, or his authorized representative. The Designee shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, areas of work, maintenance of schedules, interpretation of drawings and specifications, and the acceptable fulfillment of the Contract on the part of the Contractor.

In case of differences between the drawings and specifications, the Designee shall determine whether the specifications or the drawings represent the intent of the Contract, and such determinations shall be communicated to the Contractor in writing. All claims of the Contractor shall be presented in writing to the Designee for decision. The Designee's written decision shall be available within a reasonable time, not to exceed five (5) days. All decisions of the Designee shall be final. See definition of Notice.

### **(b) Inspection and Examination of the Work**

The Designee and his authorized representative shall have free access to the project at any time for purposes of inspection, and shall be furnished by the Contractor with facilities to determine, as best as can reasonably be done under the circumstances, the work performed and the nature of same. Such assistance of the Contractor shall, if necessary, include the uncovering, testing, or removal of portions of finished work.

Duly authorized inspectors, who shall perform their duties periodically on the project, may be assigned to all or any part thereof, at any time. The number of inspectors will be at the discretion of the Designee. The presence or absence of an inspector shall in no way lessen the responsibility of the Contractor to perform properly the Contractor's duties to the Owner under these Contract documents. In case any dispute arises between the Contractor and an inspector as to materials furnished or the manner and method of performing the work, the inspector shall have authority to reject materials or work until the question at issue can be referred to and decided by the Designee. An inspector is not authorized to revoke, alter, enlarge, relax, release, or amend any of the specifications or requirements thereof, nor to issue any instructions on, nor to approve or accept any portion of the work, materials, or equipment which are contrary to the drawings and specifications nor are any of his actions, authorized or unauthorized, to be so construed.

All materials shall be subject to inspection, examination, and test by the Designee at any time, including and during manufacture and at all places where such manufacture is being carried on. The right is reserved to reject defective materials during manufacture, before and/or after they have been incorporated into the work. If the Contractor fails to replace defective work or rejected materials, the Owner, after reasonable notice determined by the Designee, may replace such materials or correct such defective work and charge the cost thereof to the Contractor, or may terminate the right of the Contractor to proceed as noted in these General Conditions.

Since no inspection, either final or interim, can be complete within itself, no final inspection, acceptance of work, material, or equipment, or final or interim acceptance of same by the Owner or the Designee, or Certificate of Engineer shall relieve the obligation of the Contractor to the Owner to do the work in a good, workmanlike manner and to furnish proper, specified equipment and materials, and to perform properly all and any obligations and duties to the Owner under the terms of the Contract Documents.

## **CHANGES**

### **(a) Compliance with Specifications and Drawings**

The terms of this Contract, including all specifications, drawings and other Contract Documents, shall be strictly followed by the Contractor unless they are modified in writing by the Owner or the Designee in accordance with these provisions.

### **(b) Changes in the Work**

The Owner or the Designee, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract, except that any claim for extensions of time caused thereby shall be adjusted at the time of ordering such changes.

In giving instructions, the Designee shall have authority to make minor changes in the work, not involving extra cost, and consistent with the purposes of the work. Except in an emergency endangering life or property, **no extra work or change shall be made unless in pursuance of a written order by the Designee, and no claim for an addition to the Contract sum shall be valid unless so ordered.**

The value of any such extra work or change shall be determined in one or more of the following ways:

(a) Contract unit prices, (b) by an agreed lump sum price, or (c) the actual cost of:

- a. Labor, including foremen,
- b. Materials entering permanently into the work,
- c. The ownership or rental cost of construction plant and equipment during the time of use on the extra work,
- d. Power and consumable supplies for the operation of power equipment,
- e. Insurance and Social Security, old age and employment contributions, and
- f. 15% overhead and profit.

As a result of the preceding requirements, a written Change Order will be prepared by the Designee in a form to be approved by the Public Works Administrator.

It is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the work or change in the Contract Price, and the amount of the applicable bonds shall be adjusted accordingly, unless otherwise provided for in the bond. The Contractor will furnish proof of such adjustment to the Owner.

## **CLAIMS AND DAMAGES**

### **(a) Requirement for Notice**

Any requirement of the Contract Documents (or) for notice, approval, decision, or direction by the Designee, shall be a condition precedent to be complied with by the Contractor in writing before any claim for extra compensation can be made. See definition of "Notice."

### **(b) Claims for Extra Cost**

If the Contractor claims that any instructions in writing or by drawings or otherwise involve extra cost under this Contract, he shall give the Designee written notice within a reasonable time after the receipt of such instructions, before proceeding to execute the work, except in emergency endangering life or property. A decision by the Designee will then be made as specified in The Authority and Duty of the City Designee. If this decision requires a change order, the procedure shall be as provided for in Changes in the Work and no claim shall be valid unless so made.

(c) Claims for Damages

Any claim for damages by the Contractor against the Owner arising under this Contract shall be made in writing within thirty (30) days of the first observance of such damage, except as expressly stipulated otherwise in the case of faulty work or materials, and shall be adjusted by agreement validated by change order. Any claim not reported within thirty (30) days shall be considered invalid.

(d) Liquidated Damages

If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will ensure its completion within the time specified, or any extension thereof, or fails to complete said work within such time, the Owner may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work on which there has been delay. In such event, the Owner may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his Sureties shall be liable to the Owner for any excess cost occasioned the Owner thereby. If the Contractor's right to proceed is so terminated, the Owner may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefore. If the Owner does not terminate the right of the Contractor to proceed, the Contractor shall continue the work, in which event, the actual damages for the delay will be impossible to determine, and, in lieu thereof, the Contractor shall pay to the Owner the sum of Five Hundred Dollars (\$500) for contracts less than One Million Dollars (\$1,000,000) and One Thousand Dollars (\$1,000) for contracts greater than One Million Dollars (\$1,000,000) as fixed, agreed, and liquidated damages for each calendar day of the delay until the work is finally accepted by the Owner, and the Contractor and his Sureties shall be liable for the amount thereof.

**CLEAN UP**

The Contractor shall keep the construction site free of rubbish and waste materials and shall restore to their original condition those portions of the site disrupted by the construction. Clean up and restoration shall be accomplished on a continuing basis throughout the contract period and in such manner as to maintain a minimum of nuisance and interference to the Owner, residents, and workers at or adjacent to the project site. The Contractor shall remove all temporary structures and equipment once they are no longer needed. It is the intent of this specification that the construction areas and those other areas not designated for alteration by the Contract Documents shall be kept clean and free of construction debris on a continuous basis and restored to their original condition as nearly as possible.

**COMPLIANCE WITH LAWS AND REGULATIONS**

The Contractor shall perform all the work required under this Agreement in accordance with applicable federal, state, and local statutes, ordinances, rules, and regulations, whether or not expressly set forth in the Contract Documents. The Contractor shall maintain all required State and local licenses that are required to perform the work and supply the equipment under this Contract, including registration with "Sunbiz.org" as required by applicable Florida law. The required licenses shall remain valid during the entire term of this Contract. The Contractor shall provide the City with a copy of all required licenses upon request.

**CONFLICTS OF INTEREST**

The Contractor shall be required to disclose prior to signing a Contract with the City the name of any officer, director, employee, or agent who may be employed by the City or otherwise affiliated with the City. The Contractor shall disclose the name of any City official or employee who owns, directly or indirectly, any interest in the Contractor's company or any affiliated business entity. Any additional



conflicts of interest that may occur during the term of the Contract must be disclosed to the City immediately upon discovery of the conflict or potential conflict.

#### **DELAYS AND EXTENSION OF TIME**

If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or his employees, or by any other Contractor employed by the Owner, or by changes ordered in the work, or by strikes, fire, lockouts, unusual delays in transportation, unavoidable casualties or by delay authorized by the Designee pending arbitration, or by any cause which the Designee shall decide justifies the delay, then the time of completion may be reasonably extended by the Owner in writing signed by Owner. No extension shall be made for delay unless notice of a claim is made by the Contractor in writing to the Designee within 48-hours of the event or incident causing the delay, and as otherwise provided by the definition of Notice.

If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay shall be allowed on account of failure to furnish drawings until two weeks after demand in writing for such drawings, and not then unless such claim be reasonable and as otherwise provided by the definition of Notice.

This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents. In the event of any conflict between the terms or conditions of the Construction Contract and the terms or provisions of these General Conditions, then the Construction Contract shall control.

#### **DISCRIMINATORY VENDOR LIST**

Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

#### **DRAWINGS**

##### **(a) Checking of Drawings and Dimensions**

The Contractor shall immediately check all drawings furnished upon their receipt and shall promptly notify the Designee in writing of any discrepancies. Anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and not shown on the drawings shall be like effect as if shown or mentioned in both.

Figures marked on drawings shall, in general, be followed in preference to scale measurements. Large-scale drawings shall, in general, govern small-scale drawings. The Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors which might have been avoided thereby. When dimensions on the drawings are affected by the type of equipment selected, the Contractor shall adjust such dimensions as conditions may require.

##### **(b) Copies of Drawings and Specifications Furnished**

The Designee will furnish to the Contractor, free of charge, three (3) copies of drawings and specifications necessary for the execution of the work. Additional copies of the plans and

specifications may be obtained from the Designee upon payment of reproduction costs. One complete set of all drawings and specifications provided to the Contractor as aforementioned shall be maintained at the job site by the Contractor and shall be always available to the Designee.

#### **ENVIRONMENTAL AND SOCIAL GOVERNMENT AND CORPORATE ACTIVISM**

Pursuant to Section 287.05701, Florida Statutes, as may be amended, the City cannot give preference to a Contractor based on social, political or ideological interests such as:

- (a) The Contractor's political opinions, speech, or affiliations;
- (b) The Contractor's religious beliefs, religious exercise, or religious affiliations;
- (c) The Contractor's lawful ownership of a firearm;
- (d) The Contractor 's engagement in the lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
- (e) The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
- (f) The Contractor 's support of the state or Federal Government in combatting illegal immigration, drug trafficking, or human trafficking;
- (g) The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described in this paragraph;
- (h) The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is compliant with applicable state or federal law:
  - 1. Environmental standards, including emissions standards, benchmarks, requirements, or disclosures;
  - 2. Social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice;
  - 3. Corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or
  - 4. Policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

Contractors are also prohibited from giving preference to subcontractors based on the above referenced factors. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

#### **E-VERIFY**

The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (OHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (5)(c)1, and the City's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1 ), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The City reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the City develop a

good faith belief that the subcontractor has knowingly violated section 448.09(1 ), F.S.

#### **EXISTING UTILITIES**

Representation of utilities are shown from information received from the various utility owners. The locations or elevations of utilities are not represented to be exact and are shown for the convenience of the Contractor. The Contractor shall contact the utility owner concerned for any additional information and coordinate his construction activities accordingly. Any cost incurred for the protection of and/or damages to existing utilities will be considered as part of the applicable Contract price, and no additional compensation will be paid to the Contractor. If in the judgment of the Designee, it is impossible to construct a given improvement in the location shown on the drawings, as a result of a utility conflict, either the utility owner will move the utility or an appropriate change order for an alternative solution will be executed. The following is a list of known utilities and their owners:

Cable, Telephone & Fiber	Charter Spectrum
Electric Towers, Poles, Power Lines	Duke Energy (Progress Energy Corp)
Fiber, Conduit & Signal Cable	Pinellas County Highway/Engineering
Gas Mains	TECO/Peoples Gas Co./Clearwater Gas
Telephone Poles, Lines & Cables	Frontier Communications
Water, Sewer, and Reclaim Lines	City of Pinellas Park, City of St. Petersburg, Pinellas County, & Pinellas Park Water Mgmt. District

#### **FAIR LABOR STANDARDS ACT AND MINIMUM WAGE**

It shall be the Contractor's responsibility to conform to all provisions of federal, state, municipal and local laws including but not limited to the Fair Labor Standards Act and Minimum Wage requirements, rules, laws, and/or regulations.

#### **FOREIGN GIFTS AND CONTRACTS**

The Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 286.101 (7)(c), Florida Statutes: "In addition to any fine assessed under [§ 286.101 (7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.

#### **INDEPENDENT CONTRACTOR**

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement will be those of Contractor, which policies of Contractor will not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the

City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement must not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

The Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of this Contract shall be considered a material breach and shall be grounds for immediate termination of the Contract.

## **INSPECTION**

### **(a) Testing of Materials**

The Contractor shall pay for all laboratory tests required at the Project site or for laboratory tests required on materials already delivered to the site. The Contractor shall pay for all laboratory tests that fail to meet the required specifications. Copies of tests or certifications on pipe, brick, or other materials made at the factory shall be furnished in triplicate to the Designee. Test reports on equipment shall be approved by the Designee before the equipment covered by the tests is delivered to the Project site. Tests requirements are set out in the detailed specifications for the particular material. Retesting of any material, work, or equipment that may have failed any previous test shall be paid for by the Contractor.

### **(b) Soil Compaction Tests**

Soil compaction tests will be paid for by the Owner. Retesting of tests that fail will be paid for by the Contractor.

### **(c) Inspection**

Each step of construction is subject to approval by the Designee prior to proceeding with a subsequent step; however, this shall not relieve the Contractor of the responsibility for delivering to the City a project completed in conformance with the plans and specifications and guaranteed as elsewhere stipulated.

### **(d) Placing of Concrete**

Unless specific permission is granted prior to each occurrence, no concrete shall be delivered to the job site before 8:00 a.m. or after 3:00 p.m.

### **(e) Weather**

Each time, in the opinion of the Designee, inclement weather prevents the Contractor from proceeding with the work for more than one-half (1/2) day, the Owner may add one (1) calendar day to the number of days allowed for completion.

### **(f) Work Days**

The work shall be discontinued Saturdays, Sundays, and all legal and/or City-designated holidays, except for special operations that may be necessary to maintain, check, or protect work already performed. **If such work, in the opinion of the Designee, will require the presence of a City Inspector, the Contractor shall pay the City for each inspector assigned.** All additional inspection and engineering hours required for the project construction will be billed to the Contractor in accordance with the current rates as established in the City's Administrative Fee Schedule as of the date the service is performed.

## **INSURANCE REQUIREMENTS**

The cost of all insurance shall be included in the response, please provide proof of insurance evidencing the ability to provide required insurance.

The Contractor shall not commence work under this Contract until all insurance required has been obtained and such insurance has been approved by Risk Management Division, the Contractor allow any subcontractor to commence any subcontract until similar insurance required of the subcontractor has been so obtained and approved.

Companies issuing the insurance policy, or policies, shall have no recourse against the City for payment of premium or assessments for any deductibles; all are the sole responsibility of the Contractor.

The Contractor's insurance coverage shall be primary for operations under this contract. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. The Contractor's and Consultant's policy clause "Other Insurance" shall not apply to any insurance currently held by the City of Pinellas Park, to any such future coverage, or to the City's Self-Insurance Retentions of whatever nature.

The term "City of Pinellas Park" shall include all Authorities, Boards, Bureaus, Commissions, and individual members; Divisions, Departments, and Offices of the City; the Mayor, Vice Mayor and Councilmen; and employees thereof in their official capacities and/or while acting on behalf of the City.

The insurance required shall provide protection for the Contractor, Consultant, and subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations are by the insured or by anyone directly or indirectly employed by the Contractor or Consultant, and also against any of the special hazards which may be encountered in the performance of this Contract.

### **LIMITS OF INSURANCE**

#### **General Liability**

- Type - Commercial General Liability (CGL), Occurrence Basis  
Limits - \$2,000,000 General Aggregate  
- \$1,000,000 Products Completed/Operations Aggregate  
- \$1,000,000 Personal and Advertising Injury  
- \$1,000,000 Each Occurrence

#### **Automobile Liability**

- Type - Any Auto, Hired autos, and Non-Owned Autos  
Limits - \$1,000,000 Combined Single Limit

#### **Workers' Compensation**

- Type - Workers' Compensation and Employer's Liability or Work Comp. Exemption Certificate  
Limits - Statutory, Workers' Compensation  
- \$100,000 Each Accident  
- \$500,000 Disease – Policy  
- \$100,000 Disease – Each Employee

#### **Pollution Legal Liability and/or Asbestos Legal Liability**

(If project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.



BAYSDRE-01

ENOTO

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Construction Casualty Insurance, LLC 3637 4th Street North Suite 310 Saint Petersburg, FL 33704	<b>CONTACT NAME:</b> Edna Noto <b>PHONE (A/C, No, Ext):</b> (727) 330-1337 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> enoto@cci-ins.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Continental Casualty Insurance Company <b>INSURER B:</b> Clear Blue Insurance Company <b>INSURER C:</b> Lloyds of London <b>INSURER D:</b> Manufacturers Alliance Insurance Company <b>INSURER E:</b> American Longshore Mutual Association, Ltd. <b>INSURER F:</b> Homeland Insurance Company of New York
<b>INSURED</b>  Bayside Dredging LLC 5035 Ulmerton Rd Clearwater, FL 33760	<b>NAIC #</b>  28860  36897  34452

## 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			H0877660	8/12/2022	8/12/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AQ1YFL002855-00	8/12/2022	8/12/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			OE22500187	8/12/2022	8/12/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	1406255Y	8/12/2022	8/12/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<b>USL&amp;H</b>			ALMA-081122-022457-01	8/12/2022	8/12/2023	each accident \$ 1,000,000
F	<b>Pollution Liability</b>			7930120890000	8/12/2022	8/12/2023	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
When required by written contract, the certificate holder is listed as additional insured, on a primary non-contributory basis, with regard to the General Liability policy and is included as an additional insured on the Auto policy. A waiver of Subrogation applies on the General Liability, Workers Compensation, and USL&H policies.

Vessel Pollution Policy: Policy Number V-18000-22  
Effective date: 8/12/2022  
Expiration date: 8/12/2023  
SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

## CANCELLATION

For Bidding Purposes Only

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





## ADDITIONAL REMARKS SCHEDULE

AGENCY <b>Construction Casualty Insurance, LLC</b>		NAMED INSURED <b>Bayside Dredging LLC</b> 5035 Ulmerton Rd Clearwater, FL 33760
POLICY NUMBER <b>SEE PAGE 1</b>		
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:  
Insurance Carrier: Starr Indemnity & Liability Company (NAIC code: 38318)  
General Aggregate: \$1,000,000  
Each occurrence: \$1,000,000

Equipment Floater Coverage: Policy#H0877660  
Effective date: 8/12/2022  
Expiration date: 8/12/2023  
Insurance Carrier: Continental Casualty Insurance Company  
Leased/Rented/Borrowed limit: \$140,000

#### Excess or Umbrella Liability

When used to reach minimum limits shown for General Liability and Automobile Liability, the primary (underlying) policy limits shall be no less than \$500,000. The primary policy and any excess or umbrella policies shall be with the same insurance carrier. The coverage shall not be more restrictive than the primary policy coverages, including but not limited to coverage trigger, defense, notice of occurrence/accident/circumstances, and notice of claim and extended reporting period.

#### **LUMBER PRODUCED IN FLORIDA**

Pursuant to F.S. 255.20, lumber, timber and other forest products utilized in this contract must be produced and manufactured in Florida, if wood is a component of the project, and if such products are available and their price fitness and quality are equal. The following does not apply:

- a. To plywood specified for monolithic concrete forms.
- b. If the structural or service requirements for timber for a particular job cannot be supplied by native species.
- c. If the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.
- d. To transportation projects for which federal aid funds are available.

#### **NOTICE TO PROCEED**

When the Contract is executed by the Owner, it shall be forwarded to the Contractor together with notice from the Designee to commence work. The Contractor shall begin construction operations at the site within ten (10) days after the date of such notice and following a preconstruction conference. The contract time shall begin ten (10) days after the date of the Notice to Proceed.

#### **PAYMENTS TO THE CONTRACTOR**

##### **(a) Monthly Payments to the Contractor**

The Contractor shall plan work for construction based on the monthly provisions of the Contract. The Contractor will, on or about the last day of the pay period, make an approximate estimate, in writing on a form (Application and Certificate for Payment) approved by the Designee, of the proportionate value of the work done, items and locations of the work performed up to and including the last day of the period then ending. The Designee will then review said estimate and make necessary revisions so that the estimate can receive his approval. If the Contractor and the Designee do not agree on the approximate estimate of the proportionate value of the work done for any pay period, the determination of the Designee shall be binding. The Contractor may also include in the estimate the value of the materials stored on the job site, provided the Contractor submits copies of paid invoices covering such material. The amount of said estimate after deducting five percent (5%) and all previous payments shall be due and payable to the Contractor within twenty (20) days after presentation of the estimate to the Owner/Designee. It is understood that payments for material stored do not relieve the Contractor of the responsibility for the care of the materials, and any damage to or loss of said materials is the full responsibility of the Contractor. Any Periodic Pay Estimate signed by the contractor shall be binding.

##### **(b) Correction of Work Before Final Payment**

The Contractor shall promptly remove from the premises all material condemned by the Designee as failing to conform to the Contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accord with the Contract and without expense to the Owner, and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the Owner may remove them and may store the materials at the expense of the Contractor. If the contractor does not pay the expense of such removal within ten (10) days thereafter, the Owner may, upon ten (10) days written notice, sell such materials at auction thereof, deduct all the cost and expenses that should have been borne by the Contractor, storage fees and other costs from payment, if any, to the Contractor.

(c) Liens

Neither the final payment nor any part of the remaining accrued retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract or receipts in full in lieu thereof and, in addition thereto in either case, an affidavit that, so far as he has knowledge or information, the release and receipts include all the labor and material for which a lien could be filed, but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Designee to indemnify the Owner against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all money payments that the Owner may pay in discharging such a lien, including all costs, interest and a reasonable attorney's fee.

(d) Final Inspection

When the Contractor has completed work in compliance with the terms of the Contract Documents, he shall notify the Designee in writing that the project is ready for final inspection. The Designee will then advise the Contractor as to the arrangements for final inspection and what work, if any, is required to prepare the project or a portion thereof for final inspection. When the Designee determines the project or portion thereof is ready for final inspection, the Designee will prepare a list of errors of either commission or omission by the Contractor reasonably observable and determined under the conditions governing and restricting said final inspection. When all such errors have been corrected, a final reinspection will be made. The process will be repeated until, in the opinion of the Designee, the project has been completed in compliance with the terms of the Contract Documents as can best and reasonably be observed and determined under the conditions governing and restricting said final inspection. The Designee will then, pursuant to such inspection and reinspection, certify to the Owner as to completion of final inspection. It is understood that the certification covers only those items, which can be physically inspected, and the Engineer's certification indicates compliance within the standards of the construction industry as interpreted by the Designee.

(e) Final Acceptance

When the Designee shall certify completion of the final inspection to the Owner, the Contractor may make request for final payment. With the request for final payment, the Contractor shall furnish evidence, satisfactory to the Owner's legal advisors, that the Contractor has fully paid all debts for labor, materials, and equipment incurred in connection with the work. The Contractor must provide all evidence required by the Contract to assure the Owner of complete compliance with all terms of the Contract. When the Owner has satisfaction as to compliance with the terms of the Contract and has received certification of final inspection, Owner will notify the Contractor of final acceptance by the Owner.

(f) Final Payment

When final acceptance has been made by the Owner, the Designee will then review the amount of final request for payment and certify the amount of this approval. The Owner will then make final

payment of the Contract amount, plus all approved additions, less approved deductions and previous payments made.

The Contract will be considered complete when all work has been finished, the final inspection certified by the Engineer, the project finally accepted in writing by the Owner, and final payment approved by the Owner.

(g) Completion of Contract

The Contract will be considered complete when all work has been finished, the final inspection certified by the Engineer, the project finally accepted in writing by the Owner, and final payment approved by the Owner.

**PRECONSTRUCTION CONFERENCE**

Prior to starting the work, a preconstruction conference will be held to review the work schedules, to establish procedures for handling drawings and other submissions, for processing Periodic Pay Estimates, and such other matters as may be pertinent to the Project.

**PROGRESS, REPORTS, AND CONTROL OF THE WORK**

The Contractor must submit a proposed schedule of the work at the preconstruction conference. The proposed schedule shall be submitted in an Owner approved electronic file format, and shall include a schedule and charts of work to be performed. The purpose of this schedule is to enable the Owner and the Designee to govern the work, to protect the functions of the City and its citizens, and to aid in providing appropriate supervision. The Designee shall have the right to reschedule work provided such rescheduling is in accord with the remainder of terms of this Contract. The schedule shall show, as a minimum, the approximate dates on which each segment of the work is expected to be started and finished, the proposed traffic flows during each month, and the approximate number of crews and equipment to be used. The Designee, after necessary rescheduling and obtaining additional information for specific purposes, shall review and approve the schedule. The Contractor shall also forward to the Designee with each monthly pay request a summary report of the progress of the various parts of the work under the Contract, in fabrications and in the field, stating the existing status, estimated time of completion, and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Designee's review and approval. Additional detailed schedules may be required by the Designee for daily traffic control.

**PROHIBITED TELECOMMUNICATIONS EQUIPMENT**

Contractor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. By executing this Agreement, Contractor represents and certifies that Contractor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Agreement. If Contractor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, Contractor must promptly report the information in 48 CFR § 52.204-25(d)(2) to City.

**PROHIBITION ON GRATUITIES AND KICKBACKS**

It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of

program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or any solicitation or proposal thereof. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor or any person associated therewith, as an inducement of the award of a subcontract or order. The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore. The Contractor hereby certifies that prices the city agreed to are fair and proper and are not tainted by any collusion, conspiracy, or unlawful agreement on the part of the Contractor or any other parties and interest.

### **PROSECUTION OF WORK**

The work shall be executed at such time and in or on such part or parts of the project with such forces of workers, materials, and equipment as may be ordered by the Designee, in writing, to complete the project as contemplated in the drawings, specifications, contract, and schedules, including such detailed drawings as may be furnished by the Designee from time to time during the prosecution of the work in explanation of said drawings. If, at any time, the materials and appliances to be used appear to the Designee as insufficient or improper for securing the quality of work required, or the required rate of progress, he may order the Contractor to increase his efficiency or to improve the character of his work, and the Contractor shall conform to such an order, but the failure of the Designee to demand any increase of such efficiency or any improvement shall not release the Contractor from his obligation to secure the quality of work or the rate of progress necessary to complete the work within the limits imposed by the Contract. The Contractor shall perform the work and take such precautions as he may deem necessary to complete the project so all work will be in first class and acceptable condition within the Contract time according to the schedule.

If the Contractor desires to carry on work at night or outside the regular hours, he shall submit application to the Designee, but he shall allow ample time to enable satisfactory arrangements to be made for inspecting the work in progress. The Designee may grant permission unless local regulations prohibit such work. If granted permission, the Contractor shall comply with all regulations and legal requirements.

### **RIGHTS AND RESPONSIBILITIES OF THE CONTRACTOR**

#### **(a) Contractor's Representative**

The Contractor shall keep a Designee-approved superintendent and any necessary assistants present at the work site throughout the project. The superintendent shall not be changed without the consent of the Designee, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be employed. In the Contractor's absence, the superintendent acts as the Contractor's representative, and any instructions given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall provide efficient supervision to the work, using their best skill and attention.

#### **(b) Contractor's Understanding**

The undersigned Contractor agrees that he has carefully inspected all Contract Documents and is familiar with and will adhere to same; the Contractor agrees that he is responsible for having heretofore examined the site, the location and route of all proposed work and for having satisfaction

as to the character of the route, the location, surface and underground obstructions and nature thereof, the nature of the ground water table conditions and other physical characteristics of the work and work area in order that he may include in the price which he submits and the price of this Contract all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the contract price herein agreed upon, and that this contract price is based upon these inspections and examination.

If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any error or omission in the drawings or in the layout as given by points and instructions, or discovers unforeseen underground or above ground conditions, or any other unexpected conditions requiring additional work by the Contractor, it shall be his duty to immediately inform the Designee, in writing, and the Designee shall promptly check the accuracy of the information. Any work done after such discovery, until any necessary changes are authorized, will be done at the Contractor's risk.

If any part of the Contractor's work depends for proper execution or results upon the work of any other Contractor, the Contractor shall inspect and measure work already in place, and shall at once report in writing to the Designee any discrepancy between the executed work and the drawings.

(c) Quality of Material, Equipment, or Work

When any material or equipment not conforming to the requirements of the specifications and drawings has been delivered to the Project or incorporated in the work of the Project, or whenever any work performed is of inferior quality, then such material, equipment, or work shall be considered defective and shall be removed and replaced, or made satisfactory to the Owner or the Designee, at no cost to the Owner.

(d) Permits, Licenses, And Regulations

City of Pinellas Park permits necessary for the prosecution of the work shall be paid for by the City. Contractor shall secure all permits necessary for the prosecution of the work not previously secured by or upon behalf of the City. The Contractor will be responsible for all licenses required to perform necessary work. Easements for permanent structures or utilities shall be secured and paid for by the Owner. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Designee in writing and any necessary change shall be adjusted as provided in the Contract under Changes in the Work. If the Contractor performs any work contrary to such law, ordinances, rules, and regulations and does not comply with the aforesaid procedure, he shall bear all cost incident to such violation.

(e) Protection of Work, Persons, and Property

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect all property from injury or loss arising in connection with the Contract. He shall adequately protect adjacent property as provided by law and the Contract documents. He shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority or local conditions. He shall provide reasonable maintenance of traffic ways for the Public and preservations of the continuation of the Owner's services to the Public, taking into full consideration all local conditions.



In case of failure on the part of the Contractor to promptly restore damaged property or make good such damage or injury, the Owner may, after 48-hours notice in writing to the Contractor, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due, or which may become due, the Contractor under this Contract.

(f) Scope of the Contractor's Service

Unless otherwise stipulated, the Contractor shall provide and pay for all bonds, insurance, materials, labor, tools, equipment, electrical power, water, transportation, and other facilities necessary for the execution and completion of the work. In the event the Contractor shall fail at any time to pay for any of the above, the Owner may, at his option, pay for same and charge same to the Contractor.

The Contractor shall furnish free of charge all labor, stakes, surveys, batter boards for structure, grade lines, and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structures, slopes, and other controlling points necessary for the proper prosecution of the construction work. These stakes and marks shall constitute the field control by and in accord with which the contractor shall govern and execute the work. The Contractor will be held responsible for the preservation of all stakes and marks and if, for any reason, any of the stakes or marks or batter boards become destroyed or disturbed, they will be immediately and accurately replaced by the Contractor free of charge.

(g) Responsibility for the Work

Prior to the completion of all the work by the Contractor and the acceptance thereof by the Owner, the work shall remain the responsibility of the Contractor, and said Contractor shall be required to repair, replace, renew, and make good at his own expense all damages caused by force, or violence of the elements, or any cause whatsoever, provided, however, that in such cases the Contractor shall be entitled to a reasonable extension of time within which to complete said work. If the cause of the delay shall be due to the negligence, fault, or omission of the Contractor, the Contractor shall not be entitled to the extension of time mentioned above.

(h) Contractor's Right to Terminate Contract

If the work should be stopped for a period of three (3) months, under an order of any court, or public authority, other than by the Owner, through no act or fault of the Contractor or of anyone employed by the Contractor, the Contractor may, upon thirty (30) days written notice to the Owner, terminate his contract and recover from the Owner payment for all work executed and any expense sustained, plus a reasonable profit and damages not to exceed five percent (5%) over cost incurred.

(i) Removal of Equipment

In the case of annulment of this Contract before completion from any cause except as stated above in Contractor's Right to Terminate Contract, the Contractor, if notified to do so by the Owner, shall promptly remove any or all its equipment and supplies at its own expense.

(j) Traffic Control

The Contractor shall be responsible for the proper maintenance, control, and detour of traffic in the area of construction, during construction. All traffic control and maintenance procedures for streets open to the public shall be in accordance with the requirements of the Manual of Uniform Traffic Control Devices (MUTCD) as published by the United States Department of Transportation. Appropriate work-zone traffic control devices shall be used for construction activities within City rights-of-way. All traffic control devices shall be designed, placed, operated, and maintained according to MUTCD Standards. When work ceases or is interrupted during non-working hours, such

as at night or on weekends or holidays, inappropriate signs shall be removed or covered. Contractor shall inspect and maintain work zone traffic control devices on a regular basis. This work shall also be performed during non-working hours such as at night, on weekends and on holidays. It shall be the Contractor's responsibility to determine these requirements prior to submitting a response so the response reflects all costs to be incurred. No claims for additional payment will be considered for costs incurred in the proper maintenance, control, detour, and protection of traffic. In addition, the contractor shall hire or have on staff a Certified Advanced Level Supervisor (Certified Work Zone Supervisor) recognized by the ATSSA (American Traffic Safety Services Association) or the IMSA (International Municipal Signal Association).

#### **RIGHTS AND RESPONSIBILITIES OF THE OWNER**

(a) **Surveys and Lands for Work**

The Owner shall provide the lands upon which the work under this Contract is to be done. The Contractor shall provide all necessary additional land required, together with access to same, for the erection of temporary construction facilities and storage of his material. The Owner shall furnish all land survey data available for this project.

(b) **Use of Completed Portions**

The Owner shall have the right to take possession of and use any completed portions of the work, although the time for completing the entire work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any work, even if possessed or used by Owner, not completed in accordance with the Contract Documents.

(c) **The Owner's Right to Do Work**

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner, after seven (7) days written notice to the Contractor, may, without prejudice to any other remedy he may have, make good such deficiencies, and may deduct the cost thereof from the payment then or thereafter due the Contractor.

(d) **Defective Materials and Work**

All materials not conforming to the requirements of these specifications shall be considered as defective, and all such materials whether in place or not, shall be rejected and condemned and shall be immediately removed from the work, unless otherwise permitted. No material, which has been rejected, the defects of which have been corrected or removed, shall be used until written approval has been given by the Designee. All work, which has been rejected or condemned, shall be remedied or, if deemed necessary, shall be removed or replaced in an acceptable manner by the Contractor at his own expense. Should the Contractor fail to remove rejected materials, or fail or refuse to remedy or replace defective work, the Designee may withhold all payments, which are due or will become due, and suspend the work until such orders are complied with.

(e) **No Waiver of Rights**

No inspection, orders, measurements, or certificates made by the Designee, nor any payment or acceptance in whole or in part, nor extension of time, nor taking of possession by the Owner shall operate as a waiver of the conditions of this contract, or of any right to damages herein provided. No waiver of one breach of the contract shall be construed as a waiver of another breach. Should an error be discovered in the partial or final estimates, or proof of defective work or materials used by the Contractor be discovered after the final payment has been made, the Owner reserves the right to claim and recover, by process of law, such sums as may be sufficient to correct the error or make good the defect in the work and materials.

(f) Suspension of Work

If the work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or the Contractor fails to make prompt payments to Subcontractors for labor, materials or equipment, or the Contractor fails to comply with work schedules, the Designee may order the Contractor to stop all work or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. No extension of Contract time will be allowed for this suspension.

(g) Termination of the Contract

If the Contractor is adjudged bankrupt or insolvent, or a trustee or receiver is appointed for the Contractor or for any of his property, or he files a petition to take advantage of any debtors act or to reorganize under the bankruptcy or similar laws, or he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment for labor, materials or equipment, or he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, or he disregards the authority of the Designee, or, in the Owner's sole discretion, he otherwise violates any provision of the Contract Documents, then Owner may, without prejudice to any other right or remedy and after giving the Contractor seven (7) days written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned, leased, possessed or used by the Contractor that remain on site, and finish the work by whatever method he may deem expedient. If the Owner takes possession of materials, equipment, tools, construction equipment and/or machinery in order to complete the Project, the Owner will be liable to the Contractor for the reasonable use of such items. If the direct and indirect costs of completing the Project, including compensation for additional professional services, exceeds the unpaid balance of the contract price, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Designee and incorporated in a Change Order.

Where the Contractor's services have been terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor, will not release the Contractor from liability.

In the event the Owner employs an attorney to enforce or construe any provision of the contract documents or to collect damages for Contractor's breach of the contract documents or to recover on the Bond provided in the contract documents, the Contractor and his surety agree to pay the Owner such reasonable attorney's fees, including appellate fees, and costs as the Owner may expend therein. The Contractor and his Surety, for a specific consideration the receipt and sufficiency of which is hereby acknowledged, expressly waive any rights or entitlements they may have under Florida Statutes, Section 57.105 (2) pertaining to mutuality of attorney's fees, as it may be amended or replaced, or any similar statute or law. As against the obligations herein contained, the Contractor and his Surety waive all rights of exemption.

Upon seven (7) days written notice to the Contractor, the Owner, may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor shall be paid for all work executed and any expense sustained plus a reasonable profit not to exceed five percent (5%) over cost incurred.

Neither party shall be required to perform any covenant or obligation in this contract, or be liable in damages to any party hereto, so long as the performance or non-performance of the covenant or obligation is delayed, caused or prevented by an act of God or force majeure. An "act of God" or "force majeure" is defined for the purposes of this contract as strikes, lockouts, sit-downs, material or labor restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including wet grounds or inclement weather which prevents service), acts of the public enemy, wars insurrections and any other cause not reasonably within the control of the City and which by the exercise of due diligence the City is unable, wholly or in part, to prevent or overcome.

#### **ROYALTIES AND PATENTS**

The Contractor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment he is furnishing. He shall defend all suits or claims for infringement of any patent right, and shall save the Owner harmless from loss on account thereof and cost and attorney's fees incurred therefore.

#### **SAFETY AND HEALTH REGULATIONS**

The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54). The Contractor shall allow representatives of the Department of Labor full access to the project for inspection.

#### **SALVAGED EQUIPMENT AND MATERIALS**

In the absence of special provisions to the Contract, salvaged materials, equipment, or supplies that occur are the property of the Owner and shall be cleaned and stored as directed by the Designee. Surplus suitable excavated materials remain the property of the Owner and shall be stored in an area designated by the Designee, but not to exceed (4) miles from the job site.

#### **SANITARY REGULATIONS**

Adequate sanitary conveniences for the use of persons employed on the worksites are required for all construction contracts. These conveniences shall be always maintained. Upon completion of the work, they shall be removed from the premises.

#### **SCRUTINIZED COMPANIES PURSUANT TO SECTIONS 287.135 AND 215.473, FLORIDA STATUTES**

Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended.

#### **SUBSTITUTION OF EQUIPMENT AND/OR MATERIAL**

After the Execution of the Contract, substitution of equipment and/or material of makes and/or types other than those named in the Contract at the request of the Contractor will be considered for two reasons only:

(a) That the equipment and/or material proposed for substitution is superior in construction and/or efficiency to that named in the Contract.

(b) That the equipment and/or material proposed for substitution is equal in construction and/or efficiency to that named in the Contract.

In either case, it will be assumed that the cost to the Contractor and/or material proposed to be substituted is less than the equipment and/or material named in the Contract and, if the substitution is approved, the Contract price shall be reduced a corresponding amount.

No request will be considered unless submitted in writing to the Owner, and approval of the Owner must also be in writing. To receive consideration, requests for substitution must be accompanied by documentary proof of the actual difference in cost to the Contractor in the shape of certified copies of equipment and/or materials, company's quotations to the Contractor covering the original equipment and/or material, and equipment and/or material proposed for substitution or other proof satisfactory to the Owner. It is the intention that the Owner shall receive the full benefit of the saving in cost involved in any substitution. In all cases, the burden of proof that the equipment and/or material offered for substitution is equal or superior in construction and/or efficiency to that named in the Contract shall rest on the Contractor and the proof will be submitted to the Designee, who will make recommendations to the Owner and, unless the proof is satisfactory to the Owner, the substitution will not be approved.

Requests for substitution solely on the grounds that better delivery can be obtained on the equipment and/or material proposed for substitution will not be approved, for it will be considered that the Contractor has named equipment and/or material on which he has received bids from equipment and/or material manufacturers giving a firm delivery time. Requests for substitution of equipment and/or material which the Contractor cannot prove to the satisfaction of the Owner to be equal or superior in construction and/or efficiency to that named in the Contract will not be approved.

#### **SUSPENSION AND DEBARMENT**

The City of Pinellas Park will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). Contractors agree to comply with the requirements of 2 C.F.R. pt. 180, subpart C, and 2 C.F.R. pt. 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **TERMINATION FOR NON-APPROPRIATION**

This Contract is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the Owner. If funding for the Contract is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one year, but any contract so made shall be executory only for the value of the work or services to be rendered or paid for in succeeding fiscal years. In the event funds to finance the Contract become unavailable, the Owner may terminate the Contract on the last day of the fiscal period for which funds were legally available. The Owner shall be the sole and final authority as to the availability of funds.

#### **WARRANTY AND GUARANTEE PROVISIONS**

All materials and equipment furnished by the Contractor and all construction work and workmanship involved in this contract shall be, and the same is hereby, guaranteed and warranted by the Contractor for a period of one (1) year from completion of the Contract, as defined in Completion of Contract, to be

free from defects due either to faulty materials or equipment furnished, installed, and performed by the Contractor and is warranted and guaranteed by the contractor to the Owner to be such as to meet the required standards and accomplish the purposes and functions of the Project as defined, detailed, and specified in these Contract Documents. The Owner shall give written notice to the Contractor of faulty materials, equipment, or workmanship within a period of one (1) year following completion of the contract. Any part of the equipment, material, or workmanship which does not comply with the warranty and guarantee shall be promptly replaced by the Contractor at his own cost and without cost to the Owner as to any claims or actions for breach of guarantee or breach of warranty that the Owner might have against parties other than the Contractor, and do not constitute exclusive remedies of the Owner against the Contractor and are not intended to and shall not limit any other rights, remedies, or courses of action which the Owner might exercise against the Contractor, and shall not alter nor modify the application of the Statutes of the State of Florida.

#### **WORK BY OTHERS**

The Owner reserves the right to let other Contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their work and shall properly connect and coordinate his work with theirs.

#### **WORKMANSHIP, MATERIALS, AND WORKERS**

Unless otherwise stated in the detailed specifications, all workmanship, materials, and articles incorporated in the work covered by this Contract shall be of the most suitable grade of their respective kinds for the purpose, and acceptable to the Designee. The Designee shall decide the question of equality where the expression "or approved equal" is used in the specifications following reference to a specific manufacturer of equipment or materials. To the extent required by the specifications or by the Designee, the Contractor shall furnish the Designee, for approval, full information concerning the materials or articles or methods of work which he contemplates incorporating in the work, including samples of materials. Articles installed or used or unusual methods of work used without such approval shall be at the risk of subsequent rejection.

The Designee or the Owner may require the contractor to remove from the work such employees as the Designee or the Owner deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment of the work is deemed to be contrary to the Owner's interest.

---

**CERTIFICATION OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS  
FLORIDA STATUTE §787.06(13)**

---

**Vendor Name:** \_\_\_\_\_

**Vendor FEIN:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

In accordance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity named below ("Entity"), hereby attests under penalty of perjury that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

As the officer or representative of the company, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

The undersigned is authorized to execute this affidavit on behalf of Entity. Under penalties of perjury, I declare that I have read the foregoing document and the facts stated in it are true.

\_\_\_\_\_  
Authorized Vendor's Signature

\_\_\_\_\_  
Print Authorized Vendor's Name

\_\_\_\_\_  
Print Authorized Vendor's Title

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or

☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ 2024,

By \_\_\_\_\_ .

(Name of person acknowledging)

Who is personally known to me or who has produced \_\_\_\_\_  
as identification. (Type of identification)

NOTARY PUBLIC \_\_\_\_\_

(NOTARY SEAL)

MY COMMISSION EXPIRES \_\_\_\_\_



---

**INDEMNIFICATION AND HOLD HARMLESS**

---

By this agreement, Contractor agrees, for a specific consideration, the receipt and sufficiency of which are hereby acknowledged, to indemnify, hold harmless, and/or defend the City of Pinellas Park, its agents and employees, from any and all claims, demands, suits, and actions, including attorney's fees and all costs and expenses of litigation and judgments of every kind brought against the City of Pinellas Park or its agents or employees, as a result of loss, damage, or injury to any person(s) or property occasioned wholly or in part by any act, or failure to act on the part of the Contractor, its agents, servants, or employees. Contractor shall be responsible to the City of Pinellas Park for any damages caused by the Contractor's negligence, wrongdoing, misconduct, want or need of skill, default or breach of contract, guarantee, or warranty.

Under no circumstances shall any of the provisions of this Agreement be deemed to waive the requirements and limitations of Florida Statute §768.28, as such applies to the City of Pinellas Park, Florida, a Florida municipal corporation.

Contractor\_\_\_\_\_

Address\_\_\_\_\_

Date\_\_\_\_\_

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

Signature\_\_\_\_\_

Title\_\_\_\_\_

**President, Vice-President, or Treasurer**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER  
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the City of Pinellas Park

by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print name of entity submitted sworn statement)

whose business address is:

\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has not FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means 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 or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an 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.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
1. A predecessor or successor of a person 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contract for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
**Authorized Officer Signature**

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_,  
(Name of person acknowledging)

Who is personally known to me or who has produced \_\_\_\_\_ as identification.  
(Type of Identification)

**NOTARY PUBLIC** \_\_\_\_\_

**(NOTARY SEAL)**

**MY COMMISSION EXPIRES** \_\_\_\_\_

---

## CONSTRUCTION BOND

---

**OWNER:**

City of Pinellas Park, FL  
5141 78<sup>th</sup> Avenue North  
Pinellas Park, FL 33781  
727.369.7700

**PRINCIPAL:**

Bayside Dredging LLC  
5035 Ulmerton Road  
Clearwater, FL 33760  
727.436.5044

**SURETY:**

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

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

BY THIS BOND, we, Principal and Surety, duly authorized to conduct business in the State of Florida, are bound to the **City of Pinellas Park, Florida**, a municipal corporation, herein called Owner, in the sum of **(\$522,250.00)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

Performs the contract between Principal and Owner for of Project and all appurtenant work thereto, said contract/purchase order being made a part of this bond by reference, at the times and in the manner prescribed in the contract/purchase order, together with any modifications of said contract/purchase order that may hereafter be made, notice of which modifications to the Surety being hereby waived; and

Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract/purchase order; and

Pays Owner all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract/purchase order; and

Performs the guarantee of all work and materials furnished under the contract/purchase order for the time specified in the contract/purchase order; then this bond is void; otherwise, it remains in full force.

Any action instituted by claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract/purchase order documents and compliance or noncompliance with any formalities connected with the contract /purchase order or the changes does not affect Surety's obligation under this bond.

**PRINCIPAL:**

BY \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
(Print or Type Signature)

**SURETY:**

BY \_\_\_\_\_

Attorney-in-Fact

(SEAL)

\_\_\_\_\_  
Florida Licensed Agent

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**THE BOND MUST BE ATTACHED TO THIS FORM**

**FINAL PAYMENT AFFIDAVIT**

Before me, the undersigned authority, personally appeared \_\_\_\_\_ (Contractor) who was sworn and says that he is the Contractor who has contracted with the City of Pinellas Park (Owner) to provide improvements on real property in Pinellas County, Florida, described as: \_\_\_\_\_

The Contractor has completed construction in accordance with the contract documents. The balance of the contract price of \$\_\_\_\_\_ is now due to the Contractor. The Contractor has not signed, pledged or hypothecated the contract, or any part of it, or any payment due or to become due under it, and has not assigned any of the Contractor's lien rights resulting from the contract. The Contractor has executed no security agreement for any part of the material furnished under the contract. All lienors under the above-described contract have been paid in full, except the undersigned Contractor.

\_\_\_\_\_  
Contractor

(CORPORATE SEAL)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online

notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_  
(Name of person acknowledging)

Who is personally known to me or who has produced \_\_\_\_\_  
(Type of Identification)  
as identification.

NOTARY PUBLIC \_\_\_\_\_

(NOTARY SEAL)

MY COMMISSION EXPIRES \_\_\_\_\_

**FINAL RELEASE**

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_, (Contractor) County of \_\_\_\_\_, City of \_\_\_\_\_, and State of \_\_\_\_\_, do hereby acknowledge that (Contractor), \_\_\_\_\_, this day has had and received of and from the (Owner) the sum of One Dollar (\$1.00) and other valuable consideration in full satisfaction and payment of all sums of money owing, payable and belonging to the Contractor by any means whatsoever, for or on account of a certain agreement between the said Owner and Contractor dated \_\_\_\_/\_\_\_\_/2024.

NOW THEREFORE, the said Contractor for myself, my heirs, executors and administrators (for itself, its successors and assigns) do by these presents remise, release, quitclaim and forever discharge the said Owner its successors and assigns, of and from all claims and demands arising from or in connection with the said agreement dated \_\_\_\_/\_\_\_\_/2024, and all manner of action and actions, cause and causes of action and actions, suits, debts, dues, sums and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements, promises, variances, damages, judgments, extents, executions, claims and demand, whatsoever in law or equity, or otherwise which against the said Owner its heirs, successors or assigns, the Contractor its heirs, successors and assigns ever had, now have, or which (I, my heirs, executors, or administrators)(it, its successors and assigns) hereafter can, shall or may have, for, upon or by reason of any matter cause or thing whatsoever, from the beginning of the world to the date of these presents.

\_\_\_\_\_  
Contractor

**(CORPORATE SEAL)**

**STATE OF FLORIDA**

**COUNTY OF PINELLAS**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online

notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_,  
(Name of person acknowledging)

Who is personally known to me or who has produced \_\_\_\_\_ as identification.  
(Type of Identification)

**NOTARY PUBLIC** \_\_\_\_\_

**(NOTARY SEAL)**

**MY COMMISSION EXPIRES** \_\_\_\_\_

---

**STATEMENT OF SURETY**

---

In accordance with the provisions of the contract dated \_\_\_\_\_, 2024, between the City of Pinellas Park (Owner) of \_\_\_\_\_ and \_\_\_\_\_ (Contractor) of \_\_\_\_\_, the \_\_\_\_\_ (Surety) Surety on the bond of Contractor after a careful examination of the books and records of said Contractor or after receipt of an affidavit from Contractor, which examination or affidavit satisfies this company that all claims for labor and materials have been satisfactorily settled, hereby approves of final payment of the said \_\_\_\_\_ (Contractor), Contractor, and by these presents witnessed that payment to the Contractor of the final estimates shall not relieve the Surety Company of any of its obligations to the Owner, as set forth in the said Surety Company's Bond.

**IN WITNESSETH WHEREOF, the said Surety Company has hereunto set its hand and seal**

this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Attest: \_\_\_\_\_

(SEAL)

By \_\_\_\_\_  
(President, Vice President)

Note: This statement, if executed by any person other than the President or Vice President of the Company, must be accompanied by a certificate of even date showing authority conferred upon the person so signing to execute such instruments on behalf of the Company represented.

**NOTE: TO BE COMPLETED BY THE CONTRACTOR'S SURETY COMPANY AND SUBMITTED WITH CONTRACTOR'S FINAL INVOICE**



**CITY OF PINELLAS PARK, FLORIDA  
CONSTRUCTION CONTRACT  
CITY OF TAMPA ITB 101100422 PIGGYBACK  
FOXMOOR ESTATES AND PINEBROOK NEIGHBORHOOD POND DREDGING**

This Agreement dated this \_\_\_\_ day of \_\_\_\_\_ 2024, by and between the City of Pinellas Park, Florida, a municipal corporation, hereinafter called the Owner, and Bayside Dredging LLC, a corporation organized and existing under the laws of the State of Florida, hereinafter called the Contractor.

WITNESSETH, the Owner and the Contractor, for the consideration stated herein, agree as follows:

**ARTICLE I: SCOPE OF WORK**

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation service required to complete the construction all in strict compliance with the plans and specifications, including any and all Addenda, and together with all contract Documents hereinafter enumerated and made a part thereof.

It is understood and agreed that said labor, materials, tools, equipment, and service shall be furnished and said work performed and completed subject to the satisfaction of the City and subject to the final approval of the City and its authorized representative.

**ARTICLE II: CONTRACT PRICE**

The Owner shall pay the Contractor as just compensation for the performance of this Agreement, subject to any addition or deductions as provided in the Contract Documents, the following price:

The total Contract amount is not to exceed **Five Hundred Twenty-Two Thousand Two Hundred and Fifty Dollars (\$522,250.00)**, subject to the availability of funds and payable in accordance with the applicable provisions of the Contract Documents.

**ARTICLE III: CONDITIONS**

- a) All decisions of the City Engineer and/or Designee as to the true construction and meaning of the drawings and specifications shall be final. Contractor shall conform to and abide by any additional specifications, drawings, or explanations furnished by the Engineer/Designee to illustrate the work to be done.
- b) Should the Contractor be delayed in his work by the Owner, then Owner shall owe the Contractor therefore only for an extension of time for completion equal to the delay caused and then only if a written claim for delay is made to the Owner within forty-eight (48) hours from the time of the beginning of the delay.
- c) Contractor shall at all times supply adequate tools, appliances and equipment, a sufficient number of properly skilled workmen, and a sufficient amount of materials and supplies of proper quality to efficiently and promptly prosecute said work, and shall promptly pay for all material purchased and shall pay all workmen each week and, if required by Owner, shall obtain and furnish Owner weekly with signed receipts from all workmen showing the date of payment,

amount paid, number of hours paid for the days on which said work was performed, the classification of the labor so paid, and the rate of wage per hour paid.

- d) Contractor shall, as often as requested by the Owner, furnish a sworn statement showing all parties who furnish labor or materials to the Contractor, with their names and addresses and the amount due or to become due each. Like statement may be required from any subcontractor of the Contractor.

#### ARTICLE IV: INSPECTION BY CONTRACTOR

The undersigned Contractor agrees that he has carefully inspected all Contract Documents and is familiar with and will adhere to them; the Contractor agrees that he is responsible for having heretofore examined the site, the location and route of all proposed work and for having satisfied himself as to the character of the route, the location, surface and underground obstructions and nature thereof, the nature of the ground water table conditions and other physical characteristics of the work and work area in order that he may include in the price which he has quoted and the price of this Contract all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the contract price herein agreed upon, and that this contract price is based upon these inspections and examination.

The Contractor further agrees upon the same considerations and inspections herein above enumerated, to commence work within ten **(10)** calendar days after date of Notice to Proceed and shall complete the work within one hundred and eighty **(180)** calendar days.

#### ARTICLE V: COMPLIANCE WITH PUBLIC RECORDS LAWS

The City is a public agency subject to Chapter 119, Florida Statutes, as amended from time to time. To the extent Contractor is a Contractor acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, as amended from time to time, Contractor must comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with state law, Contractor agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services.
- b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt, or confidential and exempt, from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
- d) Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services. If the Contractor transfers all public records to the City upon completion of the services, the Contractor must destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the

Contractor keeps and maintains public records upon completion of the services, the Contractor must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**e) IT IS CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT PURSUANT TO CHAPTER 119, FLORIDA STATUTES; IF THE CONTRACTOR HAS ANY QUESTIONS RELATED TO THIS DUTY, THE CONTRACTOR SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

City of Pinellas Park City Clerk's Office  
P.O. Box 1100  
Pinellas Park, Florida 33780-1100 Phone: 727.369.0616  
Email: [CityClerk@Pinellas-Park.com](mailto:CityClerk@Pinellas-Park.com)

If Contractor does not comply with this section, the City will enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

**ARTICLE VI: COMPONENT PARTS OF CONTRACT**

This Contract consists of the following Contract Documents, all of which are hereby made a part hereof and are incorporated herein by reference and all of which are familiar to the Contractor:

Addenda (if any), General Conditions, Insurance Requirements, Certification of Compliance with Anti-Human Trafficking Laws, Hold Harmless Agreement, Sunbiz registration, E-Verify Requirements, DBPR Licensing, Sworn Statement of Public Entity Crimes, Contractor's Affidavit, Contractor's Final Release of Lien, Statement of Surety, Pinellas Park Agreement and Specifications, Bayside Dredging LLC Estimate for Foxmoor Estates, Bayside Dredging LLC Estimate for Pinebrook Neighborhood, City of Tampa Outfall Maintenance Services Executed Agreement, City of Tampa Outfall Maintenance Services Renewal and City of Tampa Outfall Maintenance Line Item Tabulation Breakdown.

**ARTICLE VII: CONTRACTOR'S AFFIDAVIT**

When all work contemplated by the Contract has been completed, inspected and approved by the City or its duly authorized agent, the Contractor shall furnish to the City the Contractor's Affidavit in a form approved by the City. Release(s) of Lien may also be required by the City.

**ARTICLE VIII: GOVERNING LAW AND VENUE**

The laws of the State of Florida govern the rights, obligations, and remedies of the parties under this Contract. The exclusive venues for any legal or judicial proceedings in conjunction with the enforcement or interpretation of this Contract are the Circuit Court of the Sixth Judicial Circuit In and For Pinellas County, Florida, and the United States District Court For The Middle District of Florida.

**ARTICLE IX: SEVERABILITY: WAIVER OF PROVISIONS**

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party will not constitute a waiver of that provision nor will it affect the enforceability of that provision or of the remainder of this Agreement.

#### ARTICLE X: NOTICE

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses. Notice will be deemed received by the party for whom it is intended after the USPS certified mail process is completed.

##### CITY

*City of Pinellas Park*

*Attn: City Manager*

*P.O. Box 1100*

*Pinellas Park, Florida 33780-1100*

*With a copy to the City Attorney at:*

*James W. Denhardt, City Attorney*

*Denhardt and Rubenstein*

*2700 First Avenue North*

*St. Petersburg, Florida 33713-8724*

##### CONTRACTOR

*Bayside Dredging LLC*

*5035 Ulmerton Road*

*Clearwater, FL 33760*

*727.436.5044*

#### ARTICLE XI: INTERPRETATION

In the event of an ambiguity or a conflict between or among any of the provisions of the Contract Documents, then the interpretation, construction, or provision which is most favorable to the Owner shall be deemed to have superseded and will take precedence over any other construction, interpretation and/or the other provision or provisions in conflict therewith, and shall be binding upon the parties in the same manner as if there were no such ambiguity and/or conflicting provision or provisions.

The titles and headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement include the other gender, and the singular includes the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

#### ARTICLE XII: ANTITRUST VIOLATIONS

Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit

a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written, in **five (5) counterparts**, each of which shall for all purposes be deemed an original.

Bayside Dredging LLC

City of Pinellas Park  
Pinellas County, Florida

By \_\_\_\_\_  
Signature of Authorized Officer

By \_\_\_\_\_  
Sandra L. Bradbury, Mayor

\_\_\_\_\_  
Type or Print Signature

ATTEST:

ATTEST:

\_\_\_\_\_  
Contractor's Attestor

By \_\_\_\_\_  
Jennifer R. Carfagno, City Clerk, MMC

\_\_\_\_\_  
Type or Print Signature

Approved as to form and correctness:

\_\_\_\_\_  
City Attorney  
City of Pinellas Park

\_\_\_\_\_  
Corporate Seal

\_\_\_\_\_  
City Council Approved

**BAYSIDE DREDGING LLC ESTIMATE  
FOR FOXMOOR ESTATES**

**FOXMOOR ESTATES AND PINEBROOK  
NEIGHBORHOOD POND DREDGING**

**CITY OF TAMPA ITB 101100422  
PIGGYBACK**



**5035 Ulmerton Rd**  
**Clearwater, FL 33760**  
**Phone: 727-436-5044 Fax: 727-436-5003**

**Estimate**

PO # TBD

**Date**

6/12/2024

Client: City of Pinellas Park  
Project Manger: Kyle Arrison  
Phone: 727-369-5621 Email: KArrison@pinellas-park.com  
Address: 6250 82nd Ave  
Pinellas Park, Fl 33781

President:  
Bret Sapp

**Project Name: 5808 65th Terr Foxmoor Estates**

Description of work: Upon completion of inspection at the Foxmoor Estates pond with city staff, we found a few deficiencies that need to be addressed. The services indicated below are rates bid and awarded on the City of Tampa Outfall Maintenance Services Contract.

Scope of Work: Mobilization and demobilization of crew and equipment. Dredge sediment build up in the pond. Cut and remove invasive plants offsite.

Engineering/Permitting Services: N/A

Hauling Services: BD staff will transport the dredge and vegetated material to in upland disposal site supplied by the contractor. If material needs to go to a different site, there may be additional costs to those identified below. Client is responsible for all disposal fees and tipping fees involved, if required.

Additional comments/notes: City of Pinellas Park is responisble for obtaining easements around the site. If additional material is requested to be removed, costs are identified below. Note: 1cy=1.25tons Note: Item 8-No mangrove trimming part of the scope, only dead and invasive vegetation. Throw Bahia and cover seed before installing staked in biodegradable coconut mat. Watered by others.

**\*Note\* Contract to follow upon agreement on scope of work and permits if necessary**

Item	Description	Qty	Rate	Amount
1	Inspection/Report per Outfall Pipe	1	\$250.00	\$250.00
6	Alluvial Fan Removal (CY)	500	\$150.00	\$75,000.00
7	Hauling and Disposing of Waste/Vegetation Material (TN)	625	\$30.00	\$18,750.00
8	Magrove Trimming (SY)	300	\$30.00	\$9,000.00
			<b>Total</b>	<b>\$ 103,000.00</b>



**BAYSIDE DREDGING LLC ESTIMATE  
FOR PINEBROOK NEIGHBORHOOD**

**FOXMOOR ESTATES AND PINEBROOK  
NEIGHBORHOOD POND DREDGING**

**CITY OF TAMPA ITB 101100422  
PIGGYBACK**



**5035 Ulmerton Rd**  
**Clearwater, FL 33760**  
**Phone: 727-436-5044 Fax: 727-436-5003**

**Estimate**

PO # TBD

**Date**

6/12/2024

Client: City of Pinellas Park  
Project Manager: Kyle Arrison  
Phone: 727-369-5621 Email: KArrison@pinellas-park.com  
Address: 6250 82nd Ave  
Pinellas Park, FL 33781

President:  
Bret Sapp

**Project Name: 6990 121st Ave Pinebrook Neighborhood**

Description of work: Upon completion of inspection at the Pinebrook pond with city staff, we found a few deficiencies that need to be addressed. The services indicated below are rates bid and awarded on the City of Tampa Outfall Maintenance Services Contract.

Scope of Work: Mobilization and demobilization of crew and equipment. Dredge sediment build up in the pond. Cut and remove invasive plants offsite.

Engineering/Permitting Services: N/A

Hauling Services: BD staff will transport the dredge and vegetated material to in upland disposal site supplied by the contractor. If material needs to go to a different site, there may be additional costs to those identified below. Client is responsible for all disposal fees and tipping fees involved, if required.

Additional comments/notes: City of Pinellas Park is responsible for obtaining easements around the site. If additional material is requested to be removed, costs are identified below. Note: 1cy=1.25tons Note: Item 8-No mangrove trimming part of the scope, only dead and invasive vegetation. Throw Bahia and cover seed before installing staked in biodegradable coconut mat. Watered by others.

**\*Note\* Contract to follow upon agreement on scope of work and permits if necessary**

Item	Description	Qty	Rate	Amount
1	Inspection/Report per Outfall Pipe	3	\$250.00	\$750.00
6	Alluvial Fan Removal (CY)	2200	\$150.00	\$330,000.00
7	Hauling and Disposing of Waste/Vegetation Material (TN)	2750	\$30.00	\$82,500.00
8	Magrove Trimming (SY)	200	\$30.00	\$6,000.00
			<b>Total</b>	<b>\$ 419,250.00</b>

**CITY OF TAMPA OUTFALL  
MAINTENANCE SERVICES EXECUTED  
AGREEMENT**

**FOXMOOR ESTATES AND PINEBROOK  
NEIGHBORHOOD POND DREDGING**

**CITY OF TAMPA ITB 101100422  
PIGGYBACK**

**A RESOLUTION APPROVING THE SINGLE BID RESPONSE OF BAYSIDE DREDGING LLC; APPROVING AN AGREEMENT BETWEEN THE CITY OF TAMPA AND BAYSIDE DREDGING LLC FOR THE FURNISHING OF OUTFALL MAINTENANCE SERVICES FOR USE BY THE MOBILITY DEPARTMENT IN THE ESTIMATED AMOUNT OF \$900,400; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; PROVIDING AN EFFECTIVE DATE.**

**Whereas,** the City of Tampa issued Invitation to Bid #101100422 for the furnishing of Outfall Maintenance Services for use by the Mobility Department; and

**Whereas,** Bayside Dredging LLC submitted the lowest responsible bid.

**NOW, THEREFORE,**

**BE IT RESOLVED BY THE CITY COUNCIL  
OF THE CITY OF TAMPA, FLORIDA:**

**Section 1.** That the single bid response of Bayside Dredging LLC being the lowest responsible bid received for the furnishing of certain equipment, materials, supplies and/or services for use by the Mobility Department, to wit:

Outfall Maintenance Services  
Bid #101100422  
Estimated Expenditure: \$900,400,

is hereby approved,

**Section 2.** That the Agreement between the City of Tampa and Bayside Dredging LLC for the furnishing of Outfall Maintenance Services, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in a form substantially similar thereof. The term of the Agreement shall be for a one-year period from the effective date of the award and may, by written mutual agreement be renewed for four (4) additional one-year periods.

**Section 3.** This Resolution approves an Agreement between the City and Bayside Dredging LLC for the furnishing of Outfall Maintenance Services and provides an amount not to exceed \$900,400 over a 12-month term, subject to annual appropriation, for use by the Mobility Department within the Stormwater Service Assessment Fund.

**Section 4.** That the Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk to attest and affix the official Seal of the City to, said Agreement on behalf of the City.

**Section 5.** That the proper officers of the City of Tampa are hereby authorized to do all things necessary and proper in order to carry out the terms and conditions of this Resolution which shall take effect immediately upon its adoption.

**Section 6.** That the City Clerk shall file a fully executed copy of the Agreement in the official records of the City of Tampa as maintained by the Office of the City Clerk.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON

CHAIR/CHAIR PRO-TEM CITY COUNCIL

ATTEST:

*Shirley Fox-Krueger*  
CITY CLERK/DEPUTY CITY CLERK  
APPROVED AS TO LEGAL SUFFICIENCY

BY MARCELLA T. HAMILTON  
SENIOR ASSISTANT CITY ATTORNEY II

## **AGREEMENT**

THIS AGREEMENT made and entered into at Tampa, Florida, this 15th day of December 2022, by and between the CITY OF TAMPA, a municipal corporation organized and existing under the Laws of the State of Florida, hereinafter referred to as "City", whose address is the Municipal Office Building being at 306 E. Jackson Street, 2E, Tampa, Florida 33602 and Bayside Dredging LLC, a Florida limited liability company, hereinafter referred to as "Contractor", whose address is 5035 Ulmerton Road, Clearwater, Florida 33760.

In consideration of the mutual stipulations, agreements, and covenants herein contained, the parties hereto have agreed and hereby agree with each other or their executors, administrators, heirs or successors, and assigns, as follows:

### **FIRST:**

Contractor shall at its own cost and expense furnish the services described below and all material, equipment, tools, and labor of every description necessary for and to carry out in good, firm, substantial and workmanlike manner the following work as specified in the Contract Documents consisting of this Agreement and:

- (a) Bidders Affidavit & Bid Response Page to Invitation to Bid #101100422
- (b) Insurance Requirements
- (c) Invitation to Bid #101100422, Outfall Maintenance Services in its entirety including, but not limited to all attachments and exhibits, General Conditions, and Technical Specifications
- (d) Public Construction Bond
- (e) DMI Forms
- (f) City of Tampa Department of Transportation & Stormwater Services Outfall Inspection/Maintenance Forms
- (g) All other contract documents to be provided under the terms of the Contract Documents
- (h) All provisions required by law to be inserted in this contract, whether actually inserted or not

### **SECOND:**

Compensation to be paid by the City to Contractor shall be based upon the pricing parameters set forth in Contractor's Bid Response pursuant to work authorized by the City and performance being in compliance with the terms and conditions of the Contract Documents.

### **THIRD:**

Contractor shall not transfer or assign this Contract without the prior written approval of City; and, during the progress of the work, Contractor shall comply with applicable federal, state, and county and City laws, ordinances, rules, and regulations governing Contractor's performance under the Contract documents.

### **FOURTH:**

**INDEMNIFICATION.** The Contractor releases and agrees to defend, indemnify and hold harmless the City of Tampa, its officers, elected and appointed officials, and employees from and against any and all liabilities, losses, claims, suits, actions, causes of action, either at law or in equity, damages, charges, judgments, or expenses (including attorney's fees and court costs, whether at trial or appeal) which the City may suffer, sustain, incur, or in any way be subjected to by reason of or as a result of any act, negligence, or omission on the part of the Contractor, its agents or employees, in the execution or performance of the obligations assumed under or incidental to, the Agreement into which the Contractor and the City will enter, except when caused solely by the fault, failure, or negligence of the City, its agents, or employees. Contractor's duty to defend is separate and apart from Contractor's duty to indemnify and hold harmless and exists immediately upon presentation of written notice of a suit, claim or action of any nature to the Contractor by a party entitled to a defense hereunder. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by the provisions of Section 725.06, Florida Statutes or any other applicable law, then this section shall be so limited to said section 725.06 and with respect to the part so limited, the monetary limitation on the extent of the indemnification shall be the greater of (i) the monetary value of this contract, (ii) the coverage amount of Commercial general liability insurance required under the contract, or (iii) \$1 Million Dollars. Otherwise, the obligations under this section will not be limited by the amount of any insurance required to be obtained or maintained under this contract. Contractor's duties to defend and indemnify pursuant to this section shall survive the early termination or expiration of the contract and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law. Nothing in this section or in the contract shall be construed as a waiver of any

immunity from or limitation of liability the City, its officers, agents, and employees may have under the doctrine of sovereign immunity under common law or statute.

**FIFTH:**

The articles, section headings and titles preceding the text of the sections of this Agreement and the other Contract Documents are solely for ease of reference and do not constitute a part of this Contract and shall not affect its meaning or interpretation.

**SIXTH:**

The parties may execute this Agreement in counterparts. Each executed counterpart of this Agreement shall constitute an original document. All executed counterparts, together, shall constitute the same agreement.

**SEVENTH:**

This Contract may be amended only by written instrument specifically referring to this Agreement and the other Contract Documents and executed by both parties with the same formalities as this Agreement.

**EIGHTH:**

This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida. Venue for any action brought in state or federal court shall be in Tampa (Hillsborough County) Florida.

**NINTH:**

If any part, terms, or provisions of this contract shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this contract, the validity of the remaining portions or provisions shall not be affected thereby. The City and Contractor will in good faith attempt to replace an invalid or unenforceable clause with one that is valid and enforceable.

**TENTH:**

Contractor shall perform the services provided by this contract as an independent contractor, and nothing contained herein shall in any way be construed to constitute Contractor to be a representative, agent, subagent, or employee of the City or any political subdivision of the State of Florida. The relationship of Contractor to the City created by this contract is that of an independent contractor. No person performing work or providing services for Contractor under this contract shall be entitled to any benefits available or granted to employees of the City. Contractor assumes full responsibility for the payment and reporting of all local, state, foreign, and federal taxes and other contributions imposed or required under unemployment, social security, income tax, and similar laws, with respect to the performance of Contractor's obligations required by this contract by, or on behalf of, Contractor to the City. Notwithstanding anything in this contract to the contrary, Contractor shall not have the right or power to make any contracts, commitments, or admissions of liability for or on behalf of the City. Contractor shall be solely responsible for the means, methods and procedures used by Contractor to perform under this contract.

**ELEVENTH:**

A waiver of any provision of the Contract Documents shall be valid and effective only if it is in writing and signed by or on behalf of the party granting the waiver. No delay or course of dealing by a party to this Contract in exercising a power, right, or remedy under this Contract will operate as a waiver of any power, right, or remedy of that party, except to the extent expressly set forth in a writing signed by or on behalf of that party. In addition, the written waiver by a party of a power, right, or remedy under any provision of this Contract will not constitute a waiver of any succeeding exercise of the power, right, or remedy or a waiver of the provision itself. Any waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Contract.

**TWELFTH:**

Unless this Contract expressly provides otherwise or permits it to be given orally, each notice, demand, request, approval, statement, and other communication required or permitted by this Contract will be valid only if it is (1) in writing (whether or not the applicable provision states that it must be in writing), (2) delivered in person or by telecopy, commercial courier, or first-class, postage prepaid, United States mail (certified or registered), and (3) addressed by the sender to the intended recipient as follows:

(a) If to the City:

City of Tampa - Mobility Department  
Attn: Vik Bhide  
306 E. Jackson Street  
Tampa, Florida 336052

with a copy to:

City of Tampa Attorney  
City Attorney's Office  
315 E. Kennedy Boulevard  
5th Floor - City Hall  
Tampa, Florida 33602

(b) If to the Contractor:

Bret Sapp, President  
5035 Ulmerton Road  
Clearwater, Florida 33760

A validly given notice, consent, demand, approval, statement, or other communication (other than checks and other forms of payment) will be effective on the earlier of its receipt, if delivered personally or by telecopy or commercial courier, or the fifth (5<sup>th</sup>) day after it is postmarked by the United States Postal Service, if delivered by postage prepaid, United States mail. Each party promptly shall notify the other party of any change in its mailing address or telecopy number for notices.

**THIRTEENTH:**

Exhibit G, Form of Performance and Payment Bond of Bid #101100422 is hereby amended by deleting Exhibit G and inserting in lieu thereof the attached Exhibit G Form of Public Construction Bond.

**FOURTEENTH:**

The City does not explicitly or impliedly waive its rights, privileges, immunities, or limitations of liability provided in Section 768.28, Florida Statutes, or any other statutory limitations provided for in the Florida Statutes.

SIGNATURE PAGE FOLLOWS ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereunto set their hands and seals, and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

ATTEST:

*Shirley Fox-Krawles*

(SEAL) CITY CLERK/DEPUTY CITY CLERK

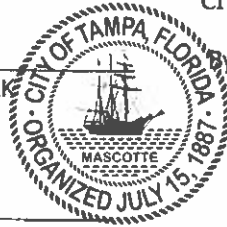
APPROVED AS TO FORM:

*Marcella Hamilton*

MARCELLA T. HAMILTON  
SENIOR ASSISTANT CITY ATTORNEY II

ATTEST:

(SEAL) CORPORATE SECRETARY



CITY OF TAMPA

*Jane Castor*

BY: JANE CASTOR, MAYOR

BAYSIDE DREDGING LLC

BY: *Bret Sapp*  
Bret Sapp (Dec 27, 2022 13:12 EST)

BY: **Bret Sapp**  
TYPE OR PRINT

TITLE: **President**  
(Pres., V-Pres., Partner, Owner)  
Corporation ☒  
Partnership ☐  
Individual ☐  
Incorporated in the State of \_\_\_\_\_

If business is individually owned, you must sign before two (2) witnesses:

WITNESS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

**If doing business under a fictitious name, you must submit a copy of your Certificate of Registration and a copy of the Legal Notice which appeared in a newspaper.**



**CITY OF TAMPA OUTFALL  
MAINTENANCE SERVICES RENEWAL**

**FOXMOOR ESTATES AND PINEBROOK  
NEIGHBORHOOD POND DREDGING**

**CITY OF TAMPA ITB 101100422  
PIGGYBACK**

RESOLUTION NO. 2023 - 1126

**A RESOLUTION APPROVING THE RENEWAL OF AN AGREEMENT BETWEEN THE CITY OF TAMPA AND BAYSIDE DREDGING LLC, WITHOUT A PRICE ESCALATION, FOR THE FURNISHING OF OUTFALL MAINTENANCE SERVICES FOR USE BY THE MOBILITY DEPARTMENT IN THE ESTIMATED AMOUNT OF \$900,000; PROVIDING AN EFFECTIVE DATE.**

**Whereas,** the City of Tampa, by authority contained in Resolution No. 2022-1127, passed and adopted by City Council on December 15, 2022, entered into an Agreement with Bayside Dredging LLC for the furnishing of Outfall Maintenance Services for use by the Mobility Department; and

**Whereas,** said Agreement provided for renewal under the same terms and conditions as contained therein when mutually agreeable to the parties, and the parties have mutually agreed to such extension.

**NOW, THEREFORE,**

**BE IT RESOLVED BY THE CITY COUNCIL OF  
THE CITY OF TAMPA, FLORIDA:**

**Section 1.** That pursuant to Resolution No. 2022-1127, passed and adopted by the City Council on December 15, 2022, the City of Tampa is renewing the Agreement with Bayside Dredging LLC for an additional one-year period, commencing at 12:01 a.m., December 15, 2023, and expiring at 12:00 midnight, December 14, 2024, upon the same terms and conditions as contained in the original Agreement.

**Section 2.** This resolution renews the Agreement between the City and Bayside Dredging LLC for the furnishing of Outfall Maintenance Services and provides an amount not to exceed \$900,000 over a 12-month term, subject to annual appropriation, for use by the Mobility Department within the Stormwater Service Assessment Fund.

**Section 3.** That the proper officers of the City of Tampa are hereby authorized to do all things necessary and proper in order to carry out the terms and conditions of this Resolution which shall take effect immediately upon its adoption.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON**

**OCT 19 2023**

ATTEST:

  
CITY CLERK/DEPUTY CITY CLERK (SEAL)

  
CHAIR/CHAIR PRO-TEM CITY COUNCIL

APPROVED AS TO LEGAL SUFFICIENCY

\_\_\_\_\_  
BY MARCELLA T. HAMILTON  
SENIOR ASSISTANT CITY ATTORNEY II

**CITY OF TAMPA OUTFALL  
MAINTENANCE SERVICES LINE ITEM  
TABULATION BREAKDOWN**

**FOXMOOR ESTATES AND PINEBROOK  
NEIGHBORHOOD POND DREDGING**

**CITY OF TAMPA ITB 101100422  
PIGGYBACK**

Outfall Maintenance Services Line Item Tabulation Breakdown				
			BID # 101100422	
Item #	Description	quantity	unit price	total price
1	Inspection/Report per Outfall Pipe	800	\$ 250.00	\$ 200,000.00
2	Cleaning O" - 24" Diameter Pipe	50	\$2,000.00	\$ 100,000.00
3	Cleaning 25" - 36" Diameter Pipe	7	\$2,200.00	\$ 15,400.00
4	Cleaning 37" - 48" Diameter Pipe	3	\$3,400.00	\$ 10,200.00
5	Cleaning 49" - 72" Diameter Pipe	4	\$5,200.00	\$ 20,800.00
6	Alluvial Fan Removal (CY)	3000	\$ 150.00	\$ 450,000.00
7	Hauling and Disposing of Waste/Veg Material (Ton)	1500	\$ 30.00	\$ 45,000.00
8	Mangrove Trimming (SY)	500	\$ 40.00	\$ 20,000.00
9	Box Culvert Cleaning O - 23 Square Feet	3	\$6,000.00	\$ 18,000.00
10	Box Culvert Cleaning 24 - 36 Square Feet	3	\$7,000.00	\$ 21,000.00
			<b>\$ 900,400.00</b>	

**CITY OF TAMPA BID PACKAGE**

**FOXMOOR ESTATES AND PINEBROOK  
NEIGHBORHOOD POND DREDGING**

**CITY OF TAMPA ITB 101100422  
PIGGYBACK**

**BIDDER SUBMITTAL CHECKLIST  
BID DOCUMENTS TO BE RETURNED**

BID #: <b>101100422</b>	
BID TITLE: <b>OUTFALL MAINTENANCE SERVICES</b>	
<b>THE FOLLOWING FORMS MUST BE INCLUDED IN BID PACKAGE PLEASE ACKNOWLEDGE BY ANSWERING "YES"</b>	
	<b>YES</b>
Did you sign your bid? *	<input type="checkbox"/>
Did you sign and complete MBD Forms 10 and 20? *	<input type="checkbox"/>
Did you fully complete the price proposal /bid response page? *	<input type="checkbox"/>
Did you complete the Bidder's Affidavit and associated notarized form? *	<input type="checkbox"/>
If an addendum has been issued that changed the Bid Response Page(s), did you provide pricing on the pages marked "Addendum"?*	<input type="checkbox"/>
Did you complete Attachment B – Conflict of Interest Disclosure Form?	<input type="checkbox"/>
Did you complete Attachment C – Public Records Declaration or Claim of Exemption?	<input type="checkbox"/>
Did you include evidence of permanent place(s) of business, having adequate equipment, finances, and personnel as per the Technical Specifications, Section 10. Bidder Requirements and Submittals?	<input type="checkbox"/>

**\* Failure to submit these forms shall result in your bid being deemed as "non-responsive".**

**Requested Voluntary Information Regarding  
Bidder's Initial Employment Application Content**

The Bidder's own initial application for employment has criminal history screening practices similar in nature to the practices contained in Chapter 12, Article VI – Criminal History Screening Practices, City of Tampa Code of Ordinances. *(Responses, whether "Yes" or "No", are for informational purposes only and will not be used as a basis of award or denial, nor as a basis for any protest):* ☒ Yes    ☐ No

Firm Name: **Bayside Dredging LLC**

Authorized signature: \_\_\_\_\_ Date: **10-17-2022**

October 17, 2022

**Re: City of Tampa  
BID NO.101100422  
OUTFALL MAINTENANCE SERVICES**

Dear Procurement Department,

Bayside Dredging, LLC appreciates the opportunity to submit a bid to the City of Tampa for "OUTFALL MAINTENANCE SERVICES", Bid No. 101100422.

Bayside Dredging, LLC was founded in August of 2022; they are fully licensed, insured, and bondable. The principals of Bayside Dredging, LLC have a combined 50+ years of experience in the dredging and stormwater services industry. Using their knowledge of engineering, logistics and operations in addition to being natives of the area, the members of Bayside Dredging, LLC have a strong desire to continue to improve on local waterways and the environment. Bayside Dredging's principals draw on past work history obtained while working at Waterfront Property Services, LLC, dba Gator Dredging. The principals of Bayside Dredging, LLC have all worked extensively and have a proven track record of working successfully with municipalities and water districts throughout the state on several project; this would include, but not be limited to the CITY OF TAMPA's previous outfall maintenance services agreement held by Waterfront Property Services, LLC dba Gator Dredging.

To help in the evaluation process and in addition to the requirements listed in the technical specifications, you will find a copy of Bayside Dredging's certificate of insurance, a letter of bonding capacity from our bonding agent, as well as a current bank statement that shows the company's financial stability.

Again, thank you for your consideration of our proposal and we look forward to working with the City of Tampa

Sincerely,

Bret A. Sapp  
President

[Bret@baysidedredging.com](mailto:Bret@baysidedredging.com)

Ph: 727.436.5044

Mobile: 727.798.0238

(Official representative and point of contact for this project)







## Page 2 of 4 – DMI Solicited/Utilized

### Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) Solicited Form (Form MBD-10)

**This form must be submitted with all bids.** All subcontractors (regardless of ownership or size) solicited and subcontractors from whom unsolicited quotations were received must be included on this form. The instructions that follow correspond to the headings on the form required to be completed. **Note:** Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

- **Contract No.** This is the number assigned by the City of Tampa for the bid.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID. FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Firms were contacted or solicited for this contract.** Checking the box indicates that a pre-determined Subcontract Goal or Participation Plan Requirement was not set by the City resulting in your business not using subcontractors and will self-perform all work. If during the performance of the contract you employ subcontractors, the City must pre-approve subcontractors. Use of the “Sub-(Contractors/Consultants/Suppliers) Payments” form (MBD Form-30) must be submitted with every pay application and invoice. **Note:** Certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors.
- **No Firms were contacted because.** Provide brief explanation why no firms were contacted or solicited.
- **See attached documents.** Check box, if after you have completed the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the form. All DMI data not submitted on the MBD Form-10 must be in the same format and have all requested data from MBD Form-10 included.

The following instructions are for information of any and all subcontractors solicited.

- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as either Women/Minority Business Enterprise; **“O” = Non-certified others.**
- **Federal ID. FIN.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification and payment of the contractor/subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials** indicate the trade, service, or materials provided by the subcontractor. NIGP codes aka “National Institute of Governmental Purchasing” are listed at top section of document.
- **Contact Method L=letter, F=fax, E=Email, P=Phone.** Indicate with letter the method(s) of soliciting for bid.
- **Quote or Resp. (response) Rec’d (received) Y/N.** Indicate “Y” Yes if you received a quotation or if you received a response to your solicitation. Indicate “N” No if you received no response to your solicitation from the subcontractor. Must keep records: log, ledger, documentation, etc. that can validate/verify.

**For additional information can be found on the Equal Business Opportunity (EBO) Office website at:**  
<http://www.tampagov.net/ebo>



Contract No: **22-P-01007** Contract Name: **OUTFALL MAINTENANCE SERVICES, BID #101100422**  
 Company Name: **Bayside Dredging LLC** Address: **5035 Ulmerton Road, Clearwater, FL 33760**  
 Federal ID: **88-2719169** Phone: **727-436-5044** Fax: **727-436-5003** Email: **bret@baysidedredging.com**

☐ See attached list of additional Firms Utilized and all supplemental information (List must comply to this form)

☒ No Subcontracting/consulting (of any kind) will be performed on this contract.

☒ No Firms are listed to be utilized because: capable of self performing

Enter "S" for firms Certified as Small Local Business Enterprises, "W" for firms Certified as Women/Minority Business Enterprise, "O" for Other Non-Certified

[illegible]

Total ALL Subcontract / Supplier Utilization \$		0.00
---	--	------

Total SLBE Utilization \$ \_\_\_\_\_

Total WMBE Utilization \$ \_\_\_\_\_

Percent SLBE Utilization of Total Bid Amt.	0	%	Percent WMBE Utilization of Total Bid Amt.	0	%
--	---	---	--	---	---

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this Contract.

Signed: \_\_\_\_\_ Name/Title: **President** Date: **10-17-2022**

**Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid Non-Responsive**  
**Forms must be included with Bid**



## Page 4 of 4 DMI – Solicited/**Utilized**

### Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) to be Utilized Form (Form MBD-20)

**This form must be submitted with all bids. All subcontractors (regardless of ownership or size) projected to be utilized must be included on this form.** Note: Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

**Contract No.** This is the number assigned by the City of Tampa for the bid.

- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID.** FIN. A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Subcontracting/consulting (of any kind) will be performed on this contract.** Checking box indicates your business will not use subcontractors when no Subcontract Goal or Participation Plan Requirement was set by the City but will self-perform all work. When subcontractors are utilized during the performance of the contract, the “Sub-(Contractors/Consultants/Suppliers) Payments” form (MBD Form-30) must be submitted with every pay application and invoice. Note: certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors, including completion and submitting Form-10 and Form-20.
- **No Firms listed To-Be-Utilized.** Check box; provide brief explanation why no firms were retained when a goal or participation plan requirement was set on the contract. Note: mandatory compliance with Good Faith Effort outreach (GFECF) requirements applies (MBD Form-50) and supporting documentation must accompany the bid.
- **See attached documents.** Check box, if after completing the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the scope/value/percent utilization of subcontractors. Reproduce copies of MBD-20 and attach. All data not submitted on duplicate forms must be in the same format and content as specified in these instructions.

The following instructions are for information of Any and All subcontractors To Be Utilized.

- **Federal ID.** FIN. A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as Women/Minority Business Enterprise; **“O” = Non-certified others.**
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials (NIGP code if Known)** Indicate the trade, service, or material provided by the subcontractor. Abbreviated list of NIGP is available at <http://www.tampagov.net/mbd> “Information Resources”.
- **Amount of Quote, Letters of Intent** (required for both SLBEs and WMBEs).
- **Percent of Work/Contract.** Indicate the percent of the total contract price the subcontract(s) represent. For CCNA only (i.e., Consultant A/E Services) you must indicate subcontracts as percent of total scope/contract.
- **Total Subcontract/Supplier Utilization.** – Provide total dollar amount of all subcontractors/suppliers projected to be used for the contract. (Dollar amounts may be optional in CCNA depending on solicitation format).
- **Total SLBE Utilization.** Provide total dollar amount for all projected SLBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Total WMBE Utilization.** Provide total dollar amount for all projected WMBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Percent SLBE Utilization.** Total amount allocated to SLBEs divided by the total bid/proposal amount.
- **Percent WMBE Utilization.** Total amount allocated to WMBEs divided by the total bid/proposal amount.

For additional information can be found on the Equal Business Opportunity (EBO) Office website at: <http://www.tampagov.net/ebo>

**BID RESPONSE FOR  
OUTFALL MAINTENANCE SERVICES**

*Please Print or Type*

We the undersigned, as Bidders, hereby declare that we have carefully read this bid and the provisions, terms and conditions concerning the equipment, materials, supplies or services as called for, and with full knowledge and understanding of the requirements and conditions, do hereby agree to furnish and to deliver as indicated, FOB, City Facility Location, with all transportation charges prepaid, and for the prices quoted thereon as follows.

Firm Name: **Bayside Dredging LLC**

Authorized Representative's Name: **Bret Sapp**

Authorized Representative's Title: **President**

Address: **5035 Ulmerton Road**

City: **Clearwater** State: **FL** Zip: **33760**

Telephone No.: **727-436-5044** Fax No.: **727-436-5003** Email: **bret@baysidedredging.com**

Federal I.D. #: **88-2719169**

Type Organization:      ☐ Individual    ☐ Small Business      ☐ Non-Profit    ☒ LLC  
                                 ☐ Partnership    ☐ Corporation              ☐ Joint Venture

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the State of Florida:  
☒ Yes    ☐ No    License # **CGC1524480**

Minority Business Status:      ☐ Black              ☐ Hispanic              ☐ Woman              ☐ Other

Is your business certified as a minority business with any government agency?    ☐ Yes    ☒ No. If yes, please list below:

Agency Name	Certification Number	Expiration Date
_____	_____	_____
_____	_____	_____

**Sub-Contracting Submittals required: Forms MBD-10, MBD-20 must be submitted with the bid.**

**By signing this bid the Bidder complies with all of the requirements of the bid including but not limited to Communication Policy and City of Tampa Ethics Code contained in Section 4 of the GENERAL CONDITIONS.**

Authorized Signature: \_\_\_\_\_ Date: **10-17-2022**

## **BIDDER'S AFFIDAVIT**

Before me, the undersigned authority who is duly authorized by law to administer oaths and take acknowledgements, personally appeared

**Bret Sapp**

---

AFFIANT'S NAME

Who, after being duly cautioned and sworn, and being fully aware of the penalties of perjury, does hereby depose and declare, on his own behalf or as a representative on behalf of a partnership or corporation, or other entity that is the Bidder in the matter at hand, as follows:

1. That the Bidder, if a natural person, is of lawful age.
2. That if the Bidder is a partnership, or a corporation, or other legal person or entity recognized in the State of Florida, it has complied with all laws and ordinances governing the formation and continued existence of such entities, including but not limited to, if a Florida corporation, to the filing of its Articles of Incorporation with the Florida Secretary of State and if a corporation incorporated under the laws of a state other than Florida, that it is duly authorized to do business in the State of Florida; that it is currently an active corporation or entity fully authorized to do business; and that the undersigned is representative of the corporation or entity authorized to make this affirmation and declaration and who has the power to bind said corporation or entity.
3. That if the Bidder is operating under a fictitious name, Bidder has currently complied with and any and all laws and procedures governing the operation of businesses under fictitious names in the State of Florida;
4. That the Bidder has not submitted a rigged Bid, nor engaged in collusive bidding, or a collusive bidding arrangement, or fraudulent bidding, or entered into a conspiracy in connection with this bid with any other natural person, partnership, corporation or other entity making a bid for the same purpose. The Bidder has not entered into any understanding or agreement with any other person or entity where one or more such persons or entities agrees not to bid or fixing the prices to be bid.
5. In the event that the City determines that the Bidder has participated in any collusive, deceptive, or fraudulent practices in derogation of the statements in this Affidavit the City, in addition to any other remedy it may exercise, will have the right to debar the Bidder. The contract let under such circumstances shall be deemed invalid.
6. That the Bidder is not in arrears to the City of Tampa upon debt or contract and is not in default, as surety or otherwise, of any obligation to the City, Hillsborough County, or the State of Florida
7. That no officer or employee of the City, either individually or through any firm, corporation, or business of which he/she is a stockholder or holds office, shall receive any substantial benefit, or profit out of the contract or award to this Bidder; nor does the Bidder know of any City officer or employee having any financial interest in assisting the Bidder to obtain, or in any other way effecting, the award of the contract to this Bidder.
8. That, by submitting this bid, the Bidder certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.
9. That, by submitting this Bid, Affiant certifies compliance with Section 287.135, Florida Statutes and for contracts for goods or services of \$1 million or more, that the Bidder is not on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria, and that for contracts for goods or services of any amount, that the Bidder is not on the Scrutinized Companies that Boycott Israel List, and is not engaged in a boycott of Israel. Affiant understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject Bidder to civil penalties, attorney's fees, other costs, and termination of any contract that is awarded.

The bid documents contain a General Conditions Section and may, in most cases, contain a Technical Specification Section. General Conditions contain general requirements and Technical Specifications detail the scope of the goods and/or services requested. The Technical Specifications shall always govern whenever there appears to be a conflict.

The Bidder shall comply with the applicable requirements of Federal and state laws, all Codes and Ordinances of the City of Tampa as amended from time to time and any applicable professional regulations.

FURTHER AFFIANT SAYETH NOT.

Bidder: Complete the applicable acknowledgement for an Individual Acting in His/Her Own Right or an Entity (by type):

**FOR AN INDIVIDUAL ACTING IN HIS/HER OWN RIGHT**

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced identification and who did (did not) take an oath.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Signature of Affiant

Notary Public  
State of: \_\_\_\_\_  
My Commission  
Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped  
Commissioned name of notary public

\_\_\_\_\_  
Printed or typed name of Affiant

**FOR AN ENTITY**

State of **Florida**  
County of **Pinellas**

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this **17** day of **October**, 20**22**, by **Bret Sapp**, as **President**, of **Bayside Dredging LLC** a ☐ Partnership, ☐ Joint Venture, ☐ Corporation, ☒ Limited Liability Company (LLC) or ☐ Other \_\_\_\_\_, on behalf of such entity. Such individual is personally known to me or has produced identification.

Type of identification produced: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Signature of Affiant

Notary Public  
State of: \_\_\_\_\_  
My Commission  
Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped  
Commissioned name of notary public

**Bret Sapp**  
Printed or typed name of Affiant

## ATTACHMENT B - CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders, must disclose if any elected or appointed officer of the City of Tampa, City of Tampa employee(s), or any immediate family member\* or close personal relation\*\* of an elected or appointed officer of the City of Tampa or City employee(s) is also an owner, corporate officer, agent, employee, stockholder, or has a controlling financial interest\*\*\*, etc., of their business.

*\*Immediate family* means spouse, parents and children of the person involved.

*\*\*Close personal relationship* means dating, cohabitation, and/or having an intimate sexual relationship. Dating includes but is not limited to casual dating, serious dating, or casual sexual involvement where the parties have no intention of carrying on a long-term relationship, cohabitation, and any other conduct or behavior normally associated with romantic or sexual relationships. This definition applies regardless of the sexual orientation of the employees involved. Persons involved in a close personal relationship shall be referred to as a "close personal relation."

*\*\*\*Controlling financial interest* means ownership, directly or indirectly, to ten (10) percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten (10) percent or more in a firm, partnership, or other business entity or such other interest or position in a business entity sufficient to allow him or her to control its operations.

Indicate either "yes" (a City employee, elected or appointed official is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES \_\_\_\_\_ NO **X** \_\_\_\_\_

NAME(S) / POSITION(S)

**N/A**

FIRM NAME: **Bayside Dredging LLC**

BY (PRINTED NAME): **Bret Sapp**

BY (SIGNATURE): \_\_\_\_\_

TITLE: **President**

DATE: **10-17-2022**

## ATTACHMENT C - PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION

As a Bidder, any document you submit to the City of Tampa may be public record and be open for personal inspection or copying by any person. In Florida "public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. Please designate what portion of your bid, if any, qualifies to be exempt from inspection and copying:

**Note:** Execute either section I. or II., but not both; Bidder may not modify language.  
Information regarding the Florida Public Records Law can be located in the ITB in the General Conditions.

### I. NO EXEMPTION FROM PUBLIC RECORDS LAW

No part of the bid submitted is exempt from disclosure under the Florida public records law, Ch. 119, F.S.

\_\_\_\_\_  
Bidder's Signature

10-17-2022  
\_\_\_\_\_  
Date

### II. EXEMPTION FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND THE CITY OF TAMPA

The following parts of the bid submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and statutory citation):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By claiming that parts of the bid are exempt from the public records law, the undersigned Bidder agrees to protect, defend, indemnify, and hold the City of Tampa, its officers, employees, and agents free and harmless from and against any and all claims arising out of a request to inspect or copy the bid. The undersigned Bidder agrees to investigate, handle respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the City of Tampa and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date



## Current Projects

1. Brevard County Griffis Landing (sub-contractor to Waterfront Properties llc,dba Gator Dredging)
  - a. Owner-Brevard County
  - b. Contact: Matt Culver (321) 482-7970
  - c. Contract Amount- \$363,000.00
  - d. Percent Complete-95%
  - e. Scheduled Completion Date-Dec 2022
2. City of Panama City (sub-contractor to Waterfront Properties llc,dba Gator Dredging)
  - a. Owner-City of Panama City
  - b. Contact: Dale Cronwell (850) 872-3016
  - c. Contract Amount- \$189,000.00
  - d. Percent Complete-0%
  - e. Scheduled Completion Date-Jan 2023
3. Pelican Isles Yacht Club Maintenance Dredging Project
  - a. Owner-Pelican Isles Yacht Club Inc.
  - b. Contact: Ali Feezer (239) 566-1606
  - c. Contract Amount- \$838,645.00
  - d. Percent Complete-50%
  - e. Scheduled Completion Date-Jan 2023
4. City of Ft. Myers-Billy's Creek (sub-contractor to Waterfront Properties llc,dba Gator Dredging)
  - a. Owner-City of Ft. Myers
  - b. Contact: Richard (239) 822 8566
  - c. Contract Amount- \$1,526,800.00
  - d. Percent Complete-90%
  - e. Scheduled Completion Date-Feb 2023

## Reference List

1. Mike Edson  
City of Tampa  
Engineering Technician III, Mobility Department  
Mobile (813) 690-1898  
[michael.edson@tampagov.net](mailto:michael.edson@tampagov.net)
  
2. Kyle B. Arrison  
Construction Services Director  
City of Pinellas Park  
Public Works Operation Center  
Mobile (727) 647-0170  
[KArrison@pinellas-park.com](mailto:KArrison@pinellas-park.com)
  
3. Bill Coughlin  
Waterfront Properties LLC dba, Gator Dredging  
CEO/President  
Mobile (727) 641-7131  
[bill@gatordredging.com](mailto:bill@gatordredging.com)

## **Bonding Company Contacts**

### ***Nielson, Wojtowicz, Neu & Associates***

*A Nielson Hoover Group Company  
1000 Central Avenue, Suite 200  
St. Petersburg, FL 33705*

1. Devin Phillips  
Surety Bond Specialist  
[dphillips@nielsonbonds.com](mailto:dphillips@nielsonbonds.com)  
Direct: 727.209.1804  
Cell: 813.468.7727
  
- 2 Amy Scott  
Contract Bond Specialist  
[ascott@nielsonbonds.com](mailto:ascott@nielsonbonds.com)  
Direct: 727-258-0808

## **Insurance Company Contacts**

### ***Construction Casualty Insurance***

*3637 4th St North, Suite 310  
St. Petersburg, FL 33704*

1. Tobin Robeck  
Partner  
[trobeck@cci-ins.com](mailto:trobeck@cci-ins.com)  
Direct: 727-502-2190  
Cell: 727-424-3372

# Company Profile

Bayside Dredging LLC was founded in 2022 and is a fully licensed, insured, and bondable (5M +), certified general contractor capable of handling all your environmental restoration, marine engineering, permitting, and dredging needs. The principals of Bayside Dredging LLC (state certified general contractor's license CGC 1524480) Bret Sapp, John Schamp, Kevin Davis, and Garrett Ceslok. Bayside Dredging has created a company that combines their engineering knowledge and dredging experience to improve Florida's waterways.

Bayside Dredging owners have over 50 years of experience in hydraulic and mechanical dredging. Our engineering and design team have come up with innovated ways to complete projects with little to no access or little to no dewatering areas, and still finish under budget. Our operations and management team have decades of experience in dewatering bags and polymer as well. Our custom built environmentally friendly dredges are designed to meet the projects needs and goals while not impacting our natural resources first and foremost. Every job is different and depending on the dewatering area and material type, mechanically dredging may be the best option using a barge-mounted excavator.

Bayside Dredging might be a new company, but you couldn't tell with the quality and difficulty of work that gets accomplished day after day. On private residential projects, we pride ourselves on protecting the owner's property, so when the work is complete, it requires very little or no restoration. We're able to accomplish this all while managing cost, safety, and scheduling. With an extensive inventory of dredging equipment, and some of the best operators in the industry, there's simply no dredging project that Bayside Dredging can't handle. Please take a moment to review the attached projects that were managed by Bayside Dredging staff and see for yourself why we feel confident in making these statements.

For additional information, and to learn more about our company's capabilities, visit our website ([www.baysidedredging.com](http://www.baysidedredging.com)), Check out our reviews on Google.

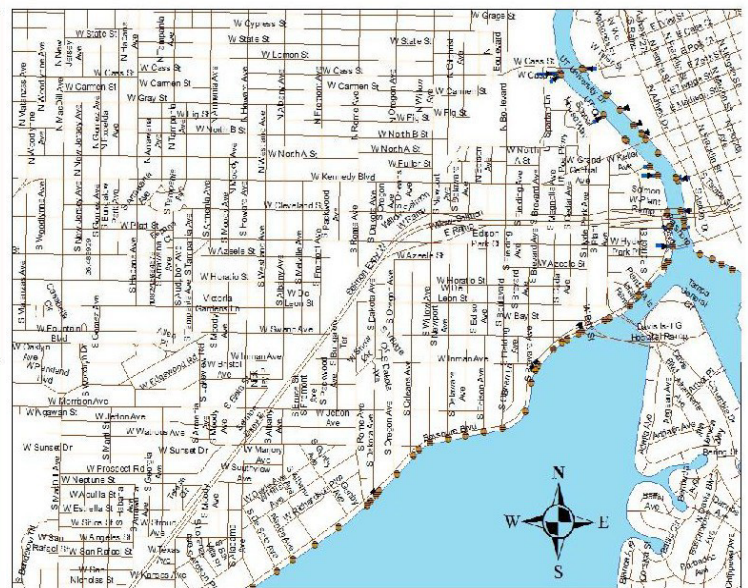
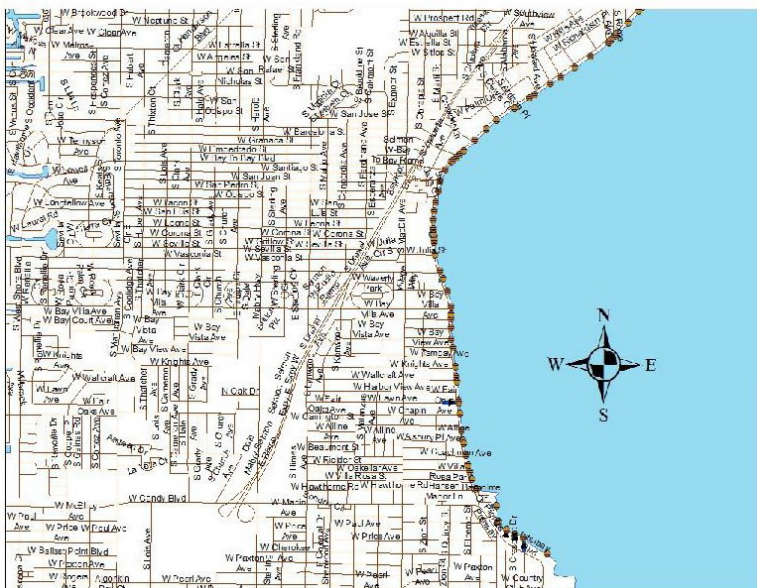




**Bayside Dredging LLC****Project Name: City of Tampa – Storm-water Maintenance Project****SCOPE:**

The City of Tampa awarded an annual contract in October of 2016 for \$1,102,200. The project consisted of removing all dirt, barnacles, and foreign materials at the outfall and up to 20 feet of pipe which is impeding the flow of storm water into the waterway. All outfall pipe cleaning included cleaning of the headwall structure 24 inches around all pipe sizes. Other service items include, Alluvial Fan Removal of sediment build up from the outfalls, box culvert cleaning, mangrove trimming as directed by the City, and hauling and disposal of waste/vegetation material.

<b>Project Location:</b>	Tampa, Florida
<b>Name of Owner:</b>	City of Tampa, Florida
<b>Owner Contact:</b>	Jerel Turner City of Tampa, Transportation and Storm-water Operations
<b>Telephone No:</b>	813-274-8351
<b>Project Value:</b>	\$1,102,200 annually

**Storm-water Drain Pictures****Before****After**



**Bayside Dredging LLC****Project Name: City of Pinellas Park Pinebrook Estates****SCOPE:**

This project included dredging a series of stormwater facility repairs through a “piggyback” contractual arrangement. Removal of invasive species of vegetation along the banks and sediment that has built up in the pond over the years. Vegetation and dredge spoils were trucked to the City of Pinellas Park Public Works stockpile.

<b>Project Location:</b>	Pinellas Park, FL
<b>Name of Owner:</b>	City of Pinellas Park
<b>Owner Contact:</b>	Aaron Petersen 6250 82nd Ave N Pinellas Park, FL 33781
<b>Telephone No:</b>	727-369-5728
<b>Email Address:</b>	apetersen@pinellas-park.com
<b>Project Value:</b>	\$643,337.00

This project consisted of alluvial fan removal of 3,800cy, mangrove trimming of 1,000sy, hauling of waste/ vegetation material of 4,750 tons, and the inspection of outfalls.

Sediment from the Pinebrook Estates project was cleared via the use of excavators and hauled off in dump trucks.

**Before:****Before:****After:****After:**

**Bayside Dredging LLC****Project Name: STORMWATER MAINTENANCE PROGRAM MORGAN JOHNSON OUTFALL****SCOPE:**

The Stormwater Discharge Maintenance Program for Morgan Johnson consisted of dredging sediment from a stormwater outfall north of 43rd Ave E on Morgan Johnson Road in Bradenton, Florida.

<b>Project Location:</b>	Manatee County, Florida
<b>Name of Owner:</b>	Manatee County
<b>Owner Contact:</b>	Tony Russo PE 1022 26th Avenue Bradenton, FL 34208
<b>Telephone No:</b>	941.708.7450 ext. 7349
<b>Email Address:</b>	anthony.russo@mymanatee.org
<b>Project Value:</b>	\$173,615.75

This project consisted of dredging of 555 cubic yards of sediment from one stormwater outfall. The sediment was mechanically and hydraulically removed. The dredged sediment was dewatered and loaded onto trucks for hauling. The sediment being transported was hauled to the Manatee County Landfill.





**Bayside Dredging LLC****Project Name: Dredging Services for East Lake Channel Nutrient Removal****SCOPE:**

The Hillsborough County East Lake channel dredging and nutrient removal project consisted of dredging of approximately 7551 CY of soft accumulated organic material. The material consisted of fine-grained silts, clays and organic material. The footprint of this project included several residential channels within the main waterbody of East Lake Channel. The material was mechanically removed and placed into hoppers where it was transferred to an onsite DMMA for dewatering and prepped for final disposal.

<b>Project Location:</b>	Tampa, Florida
<b>Name of Owner:</b>	Hillsborough County BOCC
<b>Owner Contact:</b>	Pierre Valles, P.E. Hillsborough County 9325 Bay Plaza Blvd. Suite 201 Tampa, FL 33619
<b>Telephone No:</b>	813-307-1852
<b>Email Address:</b>	vallesp@HCFLGov.net
<b>Project Value:</b>	\$776,122.00







BAYSDRE-01

ENOTO

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Construction Casualty Insurance, LLC 3637 4th Street North Suite 310 Saint Petersburg, FL 33704	<b>CONTACT NAME:</b> Edna Noto <b>PHONE (A/C, No, Ext):</b> (727) 330-1337 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> enoto@cci-ins.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Continental Casualty Insurance Company <b>INSURER B:</b> Clear Blue Insurance Company <b>INSURER C:</b> Lloyds of London <b>INSURER D:</b> Manufacturers Alliance Insurance Company <b>INSURER E:</b> American Longshore Mutual Association, Ltd. <b>INSURER F:</b> Homeland Insurance Company of New York
<b>INSURED</b>  Bayside Dredging LLC 5035 Ulmerton Rd Clearwater, FL 33760	<b>NAIC #</b>  28860  36897  34452

## 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			H0877660	8/12/2022	8/12/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AQ1YFL002855-00	8/12/2022	8/12/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			OE22500187	8/12/2022	8/12/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	1406255Y	8/12/2022	8/12/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<b>USL&amp;H</b>			ALMA-081122-022457-01	8/12/2022	8/12/2023	each accident \$ 1,000,000
F	<b>Pollution Liability</b>			7930120890000	8/12/2022	8/12/2023	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
When required by written contract, the certificate holder is listed as additional insured, on a primary non-contributory basis, with regard to the General Liability policy and is included as an additional insured on the Auto policy. A waiver of Subrogation applies on the General Liability, Workers Compensation, and USL&H policies.

Vessel Pollution Policy: Policy Number V-18000-22  
Effective date: 8/12/2022  
Expiration date: 8/12/2023  
SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

## CANCELLATION

For Bidding Purposes Only	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 



## ADDITIONAL REMARKS SCHEDULE

AGENCY <b>Construction Casualty Insurance, LLC</b>		NAMED INSURED <b>Bayside Dredging LLC</b> 5035 Ulmerton Rd Clearwater, FL 33760
POLICY NUMBER <b>SEE PAGE 1</b>		
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:  
Insurance Carrier: Starr Indemnity & Liability Company (NAIC code: 38318)  
General Aggregate: \$1,000,000  
Each occurrence: \$1,000,000

Equipment Floater Coverage: Policy#H0877660  
Effective date: 8/12/2022  
Expiration date: 8/12/2023  
Insurance Carrier: Continental Casualty Insurance Company  
Leased/Rented/Borrowed limit: \$140,000



NIELSON, WOJTOWICZ, NEU & ASSOCIATES  
A NIELSON HOOVER GROUP COMPANY



October 17, 2022

City of Tampa Purchasing Department  
306 E. Jackson Street, 2E  
Tampa, FL 33602

**RE: Bayside Dredging, LLC**

**Project: Outfall Maintenance Services for the Mobility Department (Re-Bid)  
ITB 101100422**

To Whom It May Concern:

This is to advise you that our office provides Bid, Performance, and Payment Bonds for **Bayside Dredging, LLC**. Their surety, **Harco National Insurance Company**, carries an AM Best Rating of **A- X** and is listed in the Department of the Treasury's Federal Register.

**Bayside Dredging, LLC** is a valued client of our agency and the surety. Based upon normal and standard underwriting criteria at the time of the request, we should be in a position to provide Performance & Payment bonds for the above referenced project in the amount of **\$1,040,000.00**. We obviously reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds, and we cannot assume liability to any third party, including you, if we do not execute said bonds.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client. If you should have any questions, please do not hesitate to give me a call.

**Bayside Dredging, LLC** is an excellent contractor, and we hold them in highest regard. We are extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

Sincerely,

Kevin R. Wojtowicz  
Producer  
KRW/asp

1000 Central Avenue

Suite 200

St. Petersburg, FL 33705

P: 727.209.1803

F: 727.209.1335

W: nielsonbonds.com

### **Equipment List**

Equipment to be used in performance of this contract will include the following:

- 3 in Pumps
- 6 in Vacuum Pumps
- 6in Custom Built Dredge
- Dewatering Dump Trucks
- 17-foot work boat
- Job Trailer
- Crew Truck
- Hand Tools for Barnacle Removal
- MOT Signage
- Stihl Chainsaws
- Laptop Computer with Hotspot

# BRET SAPP

Gulfport, FL 33707 · 727-798-0238  
Email · [bret@baysidedredging.com](mailto:bret@baysidedredging.com)

## EXPERIENCE

AUGUST 2022 – PRESENT

**PRESIDENT,** BAYSIDE DREDGING

AUGUST 2006 – AUGUST 2022

**OPERATIONS MANAGER,** GATOR DREDGING

- Worked on and managed over 1000 projects in the last 16 years
- Overseeing multiple municipal and private projects at the same time and responsible for staffing of 120 employees on average throughout the year.
- Lead Bid Estimator and responsible for the preparation of bid proposals and government submittals

## EDUCATION

FALL 2008

**BS ENVIRONMENTAL SCIENCE AND POLICY,** UNIVERISTY OF SOUTH FLORIDA

## TECHNICAL SKILLS/CERTIFICATIONS

- Microsoft Office 365 Software
- QuickBooks Desktop
- Trimble Hardware
- Surveying in/out water elevations
- Turbidity Monitor and Trainer
- Confined Space Certified
- OSHA 10 Certified
- PADI Certified
- TWIC Card
- Florida Phosphate Training

## KEY PROJECT EXPERIENCE

- Pinellas County-Lake Seminole Muck Removal
- Brevard County – Turkey Creek Muck Removal
- Kings Bay Restoration Project
- Florida Power & Light - Turkey Point Cooling Canal Dredging
- USACOE - Stevenson Creek Ecosystem Restoration
- City of Cape Coral – Citywide Master Canal Dredging
- Tierra Verde Island HOA - Shell Island Channel Dredging
- Tierra Verde Island HOA - Oceanview Channel Dredging
- City of Destin - Emergency Old Pass Lagoon Dredging
- City of Pinellas Park-Annual Pond Maintenance Dredging
- City of Tampa-Stormwater Annual Maintenance
- Caribbean Isles - Canal Dredging, Apollo Beach

# KEVIN DAVIS

St. Petersburg, FL 33702 · 813-785-1756

Email · [kevin@baysidedredging.com](mailto:kevin@baysidedredging.com)

---

## EXPERIENCE

### AUGUST 2022 – PRESENT

#### PROJECT ENGINEER / I.T. SPECIALIST, BAYSIDE DREDGING

- Responsible for the authorization of permits for marine construction through municipalities / state / federal levels.
- Implementing AutoCAD skills on a regular basis
- Collection of field data which includes bathymetric/topographic surveys, geotechnical analysis, and core boring collections.
- Project analysis and project projections.
- Responsible for setup and maintenance of computer hardware/software for computer usage.
- Carrying out processes for reconfiguring and networking new workstations.
- Server upkeep
- Troubleshooting software and hardware issues.

### AUGUST 2010 – AUGUST 2022

#### PROJECT ENGINEER / I.T. SPECIALIST, GATOR DREDGING

- Responsible for the authorization of permits for marine construction through municipalities / state / federal levels.
- Implementing AutoCAD skills on a regular basis
- Collection of field data which includes bathymetric/topographic surveys, geotechnical analysis, and core boring collections.
- Responsible for setup and maintenance of computer hardware/software for computer usage.
- Carrying out processes for reconfiguring and networking new workstations.
- Server upkeep
- Troubleshooting software and hardware issues.

## EDUCATION

### SUMMER 2010

B.S. CIVIL ENGINEERING, UNIVERSITY OF SOUTH FLORIDA

## TECHNICAL SKILLS

- AutoCAD CIVIL3D
- Microsoft Office 365 Software
- Quickbooks Desktop
- Surveying in/out water elevations
- Windows OS
- Trimble Software/Hardware
- GPS Office Pathfinder

# John Schamp

Odessa, FL 33556 · 727-480-6390

Email · [john@baysidedredging.com](mailto:john@baysidedredging.com)

## EXPERIENCE

**AUGUST 2022 – PRESENT**

**MANAGING PARTNER, BAYSIDE DREDGING**

**AUGUST 2015 – AUGUST 2022**

**PROJECT MANAGER/ ESTIMATOR, GATOR DREDGING**

- Worked on and managed over 700 projects in the last 11 years
- Overseeing multiple commercial and private projects at the same time and responsible for staffing of employees on throughout the year.
- Estimator and responsible for the preparation of proposals for residential and commercial projects
- Communicating with accounting for project invoicing

**AUGUST 2011 – AUGUST 2015**

**FOREMAN/ SALES ASSOCIATE, GATOR DREDGING**

- Facilitated large canal, marina, and residential dredging project
- Maintained and exceeded project deadlines
- Delegated responsibilities to ensure project effectiveness and completion
- Communicated with new and existing clients to discuss pricing, permitting, operation logistics, and project timeframes

## EDUCATION

**UNIVERSITY OF SOUTH FLORIDA, ST. PETERSBURG - Credits Obtained**

**ST. PETERSBURG COLLEGE, ST. PETERSBURG - Credits Obtained**

## TECHNICAL SKILLS/CERTIFICATIONS

- Microsoft Office 365 Software
- QuickBooks Desktop
- Trimble Hardware
- Surveying in/out water elevations
- Turbidity Monitor and Trainer
- Confined Space Certified
- OSHA 10 Certified
- Florida Phosphate Training

## KEY PROJECT EXPERIENCE

- Pinellas County-Lake Seminole Muck Removal
- Manatee County-Highland Shores
- USACOE - Stevenson Creek Ecosystem Restoration
- Brevard County-Scottsmoore Landing Park
- City of Ft. Lauderdale-George English Park
- City of Tampa-Eastlake Dredging Project
- City of Destin - Emergency Old Pass Lagoon Dredging
- City of Tampa-Stormwater Annual Maintenance
- Caribbean Isles - Canal Dredging, Apollo Beach

# Garrett Ceslok

Ft. Myers, FL 33920 · 239-834-1843

Email ·

[garrett@baysidedredging.com](mailto:garrett@baysidedredging.com)

## EXPERIENCE

AUGUST 2022 – PRESENT

**MANAGING PARTNER,** BAYSIDE DREDGING

AUGUST 2012 – AUGUST 2022

**SUPERINTENDENT,** GATOR DREDGING

- Worked on and managed over 500 projects in the last 10 years
- Overseeing multiple public and private projects at the same time and responsible for staffing of employees for each project
- Built relationships with customers and affiliated contractors to promote long term business

## TECHNICAL SKILLS/CERTIFICATIONS

- Trimble Hardware
- Surveying in/out water elevations
- Turbidity Monitor and Trainer
- Confined Space Certified
- OSHA 10 Certified

## KEY PROJECT EXPERIENCE

- Lee County-Powell Creek
- Kings Bay Restoration Project
- Lake Martha Fuel Cleanup
- City of Naples-Lake Restoration Project
- City of Cape Coral – Citywide Master Canal Dredging
- City of Pensacola Stormwater Cleaning
- Manatee County-Bowless Creek Dredging
- Manatee County-Highland Shores
- City of Tampa-Stormwater Annual Maintenance
- Caribbean Isles - Canal Dredging, Apollo Beach





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**FINDLAY, PHILIP A**

BAYSIDE DREDGING LLC  
5035 ULMERTON RD  
CLEARWATER FL 33760

**LICENSE NUMBER: CGC1524480**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](https://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



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

## Detail by Entity Name

Florida Limited Liability Company  
BAYSIDE DREDGING LLC

### Filing Information

**Document Number** L22000254102  
**FEI/EIN Number** 88-2719169  
**Date Filed** 06/02/2022  
**Effective Date** 06/02/2022  
**State** FL  
**Status** ACTIVE

### Principal Address

5035 ULMERTON RD  
CLEARWATER, FL 33760

Changed: 07/27/2022

### Mailing Address

5035 ULMERTON RD  
CLEARWATER, FL 33760

Changed: 07/27/2022

### Registered Agent Name & Address

SAPP, BRET  
5035 Ulmerton Rd  
CLEARWATER, FL 33760

### Authorized Person(s) Detail

#### **Name & Address**

Title MGR

SAPP, BRET  
5053 ULMERTON RD  
CLEARWATER, FL 33760

Title MGR

SCHAMP, JOHN  
5053 ULMERTON RD  
CLEARWATER, FL 33760

Title MGR

DAVIS, KEVIN  
5053 ULMERTON RD  
CLEARWATER, FL 33760

Title MGR

CESLOK, GARRET  
5053 ULMERTON RD  
CLEARWATER, FL 33760

### Annual Reports

**No Annual Reports Filed**

### Document Images

[06/02/2022 -- Florida Limited Liability](#)

[View image in PDF format](#)

## ADDRESS SERVICE REQUESTED

BAYSIDE DREDGING LLC  
 OPERATING ACCOUNT  
 5035 ULMERTON RD  
 CLEARWATER FL 33760-4002

## How Can We Help?



Telephone: 1 (305) 629-1212

Toll Free: 1-888-629-0810

Mailing Address: 12496 N.W. 25th Street  
Miami, Florida 33182Hours: [amerantbank.com/locations](http://amerantbank.com/locations)

## Protect Yourself from Business Email Compromise (BEC)

BEC scams involve personal and business emails being compromised, it includes spoofed vendors', attorneys', and real estate companies' emails. These sophisticated scams are on the rise and impact small and larger businesses.

Visit the Security Center for more information.



## Summary of Accounts

Account Type	Account Number	Ending Balance
Business Analysis	1000821106	\$111,192.28

## Business Analysis - 1000821106

## Account Summary

Date	Description	Amount		
09/01/2022	Beginning Balance	\$15,465.64	Average Ledger Balance	\$66,624.26
	21 Credit(s) This Period	\$311,070.12		
	24 Debit(s) This Period	\$215,343.48		
09/30/2022	Ending Balance	\$111,192.28		

## Deposits

Date	Description	Amount
09/09/2022	WATERFRONT 2821 Payment Bayside Dredging	\$78,119.62
09/12/2022	NO FLOAT DEPOSIT	\$3,400.00





**Business Analysis - 1000821106 (continued)****Deposits (continued)**

Date	Description	Amount
09/12/2022	NO FLOAT DEPOSIT	\$5,300.00
09/12/2022	NO FLOAT DEPOSIT	\$5,800.00
09/12/2022	NO FLOAT DEPOSIT	\$7,847.00
09/12/2022	NO FLOAT DEPOSIT	\$13,045.00
09/16/2022	NO FLOAT DEPOSIT	\$7,036.00
09/16/2022	NO FLOAT DEPOSIT	\$9,400.00
09/20/2022	NO FLOAT DEPOSIT	\$307.00
09/22/2022	WATERFRONT 2821 Payment <i>Bayside Dredging</i>	\$82,255.50
09/23/2022	NO FLOAT DEPOSIT	\$5,000.00
09/23/2022	NO FLOAT DEPOSIT	\$9,118.00
09/26/2022	NO FLOAT DEPOSIT	\$3,500.00
09/26/2022	NO FLOAT DEPOSIT	\$4,400.00
09/26/2022	NO FLOAT DEPOSIT	\$5,800.00
09/26/2022	NO FLOAT DEPOSIT	\$10,850.00
09/27/2022	NO FLOAT DEPOSIT	\$2,800.00
09/27/2022	NO FLOAT DEPOSIT	\$9,092.00
09/27/2022	NO FLOAT DEPOSIT	\$28,000.00

**Other Credits**

Date	Description	Amount
09/02/2022	WEB XFER FR DDA 001000821206 <i>INCREASE BALANCE</i> <i>090222</i>	\$15,000.00
09/07/2022	WEB XFER FR DDA 001000821206 <i>LOW BALANCE</i> <i>090722</i>	\$5,000.00
09/23/2022	AUTO LOAN PMT 000140622163	-\$16,948.10

**Electronic Debits**

Date	Description	Amount
09/06/2022	CONSTRUCTION CAS PAYMENTS <i>AMERANT</i>	-\$28,470.99
09/12/2022	CONSTRUCTION CAS PAYMENTS <i>AMERANT BANK, N.A.</i>	-\$15,392.26
09/23/2022	AMEX EPAYMENT ACH PMT <i>John Schamp</i>	-\$25,000.00

**Other Debits**

Date	Description	Amount
09/12/2022	WEB XFER TO DDA 001000821206 <i>PAYROLL</i> <i>091222</i>	-\$50,000.00
09/14/2022	WEB XFER TO DDA 001000821206 <i>SINGLE PERSON TEST</i> <i>091422</i>	-\$1,000.00
09/20/2022	502-7696459-013 Volvo Financia <i>220920140033H800</i> <i>Wire Out-Domestic-Online</i>	-\$5,335.00
09/26/2022	WEB XFER TO DDA 001000821206 <i>092622</i>	-\$60,000.00

**Checks Paid**

Check #	Date	Amount	Check #	Date	Amount	Check #	Date	Amount
1011	09/06/2022	\$35.00	1021	09/06/2022	\$1,500.00	1027	09/27/2022	\$13.00
1013*	09/02/2022	\$10.00	1022	09/15/2022	\$160.00	1028	09/26/2022	\$13.00
1015*	09/09/2022	\$18.50	1023	09/21/2022	\$1,396.03	1029	09/27/2022	\$149.25
1016	09/09/2022	\$18.50	1025*	09/23/2022	\$13.00	1031*	09/27/2022	\$224.30
1020*	09/08/2022	\$2,130.00	1026	09/23/2022	\$13.00	1033*	09/28/2022	\$5,520.67

## Business Analysis - 1000821106 (continued)

### Checks Paid (continued)

Check #	Date	Amount
1038*	09/27/2022	\$1,982.88

\* Indicates skipped check number

### Daily Ledger Balance Summary

Date	Balance	Date	Balance	Date	Balance
08/31/2022	\$15,465.64	09/12/2022	\$51,402.01	09/22/2022	\$142,509.48
09/02/2022	\$30,455.64	09/14/2022	\$50,402.01	09/23/2022	\$114,653.38
09/06/2022	\$449.65	09/15/2022	\$50,242.01	09/26/2022	\$79,190.38
09/07/2022	\$5,449.65	09/16/2022	\$66,678.01	09/27/2022	\$116,712.95
09/08/2022	\$3,319.65	09/20/2022	\$61,650.01	09/28/2022	\$111,192.28
09/09/2022	\$81,402.27	09/21/2022	\$60,253.98		

### Overdraft and Returned Item Fees

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

9:29 AM

10/14/22

**Bayside Dredging LLC**  
**A/R Aging Summary**  
 As of October 14, 2022

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Ciccolo - 7012 Palm Dr. - SW	0.00	6,808.00	0.00	0.00	0.00	6,808.00
Ellis - 551 Broadway St - SW	0.00	23,870.00	0.00	0.00	0.00	23,870.00
Ellis Consulting Group, Inc. - SW	0.00	5,800.00	0.00	0.00	0.00	5,800.00
Fueyo - 3311 S. Omar Ave. - SW	0.00	0.00	650.00	0.00	0.00	650.00
Gator Dredging	170,898.00	265,763.05	0.00	0.00	0.00	436,661.05
Gonzales - 6701 Peacock Rd - SW	0.00	13.00	0.00	0.00	0.00	13.00
Halcyon Shores, LLC - 7016 Palm Dr. - SW	0.00	9,524.00	0.00	0.00	0.00	9,524.00
Hansen - 1244 Derby Ln - SW	0.00	6,600.00	0.00	0.00	0.00	6,600.00
Konik - 1525 Mallard Ln - SW	0.00	11,462.00	0.00	0.00	0.00	11,462.00
Lincoln Park HOA - 1795 Lincoln Park Circ	0.00	10,000.00	0.00	0.00	0.00	10,000.00
Mirmanesh - 304 10th Ave N - SW	0.00	0.00	848.71	0.00	0.00	848.71
Naples Sailing & Yacht Club, Inc.	0.00	13.00	0.00	0.00	0.00	13.00
Paddor - 2411 Blue Crab Ct. - SW	0.00	13.00	0.00	0.00	0.00	13.00
Pelican Isle Yacht Club - SW	0.00	16,350.00	0.00	0.00	0.00	16,350.00
Ruggiero - 935 Whitaker Ln - SW	0.00	0.00	81.00	0.00	0.00	81.00
Schwartz - 612 Regatta Way - SW	0.00	159.75	0.00	0.00	0.00	159.75
Silver - 5148 14th St. NE - SW	0.00	2,800.00	0.00	0.00	0.00	2,800.00
Stella Properties, LLC	0.00	10,592.00	0.00	0.00	0.00	10,592.00
Stillwaters DOA, Inc.	0.00	650.00	0.00	0.00	0.00	650.00
<b>TOTAL</b>	<b>170,898.00</b>	<b>370,417.80</b>	<b>1,579.71</b>	<b>0.00</b>	<b>0.00</b>	<b>542,895.51</b>

9:34 AM

10/14/22

Accrual Basis

# Bayside Dredging LLC

## Sales by Customer Summary

August 8 through October 14, 2022

	Aug 8 - Oct 14, 22
Camp - 3102 Wedgewood Dr - SW	10,600.00
Chalue - 6919 21st St. W	4,400.00
Ciccolo - 7012 Palm Dr. - SW	6,808.00
Covens - 6003 Adagio Ln - SW	10,160.00
Cox - 1428 Quail Dr - SW	8,357.63
Ellis - 551 Broadway St - SW	23,870.00
Ellis Consulting Group, Inc. - SW	23,598.00
Fernandez De Castro - 1524 North Dr - SW	46,060.00
Fueyo - 3311 S. Omar Ave. - SW	650.00
Gator Dredging	597,036.17
Gildea - 11430 47th Ave N - SW	13,350.00
Gonzales - 6701 Peacock Rd - SW	20,013.00
Halcyon Shores, LLC - 7016 Palm Dr. - SW	9,524.00
Hansen - 1244 Derby Ln - SW	6,600.00
Hoddinott - 602 Mourning Dove Dr. - SW	307.00
Holm - 1415 Kenilworth St. - SW	9,092.00
HYC of Sand Key - 1591 Gulf Blvd	10,000.00
James - 2106 S. Occident St.	75,000.00
Johnsen - 2216 S Occident St.	5,800.00
Kalinyak - 324 64th St.	4,400.00
Kasper - 14 N Pine Circle - SW	11,347.00
Kent - 382 Bobwhite Dr.	5,500.00
Konik - 1525 Mallard Ln - SW	11,462.00
Largo Medical Center - Brett - 201 14th S	28,000.00
Lincoln Park HOA - 1795 Lincoln Park Circ	10,000.00
Mirmanesh - 304 10th Ave N - SW	848.71
Naples Sailing & Yacht Club, Inc.	10,013.00
Paddor - 2411 Blue Crab Ct. - SW	13.00
Pelican Isle Yacht Club - SW	16,350.00
Ruggiero - 935 Whitaker Ln - SW	81.00
Schwartz - 612 Regatta Way - SW	159.75
Sibley-3790 10th St NE	13,500.00
Silver - 5148 14th St. NE - SW	5,600.00
Snyder - 246 John Ringling Blvd - SW	22,445.00
Stella Properties, LLC	10,592.00
Stewart - 11422 47th Ave N - SW	9,036.00
Stillwaters DOA, Inc.	5,650.00
Watkins - 1410 Quail Dr - SW	11,918.00
<b>TOTAL</b>	<b>1,058,141.26</b>



[View Solicitations](#) > [Details](#) > [Submit Response](#)

**Solicitation: 101100422 - Outfall Maintenance Services**

Allow Substitutes	Item#	Description	Qty.	Unit of Issue	Comments
No		Inspection/Report per Outfall	800	Each	As per solicitation Technical Specifications

Substitutes	Item No.	Unit Price (\$)	Comments
No		<input type="text" value="\$250.00"/>	<div></div>

Allow Substitutes	Item#	Description	Qty.	Unit of Issue	Comments
No		Pipe Cleaning 0" - 24" Diameter	50	Each	As per solicitation Technical Specifications

Substitutes	Item No.	Unit Price (\$)	Comments
No		<input type="text" value="\$2,000.00"/>	<div></div>

Allow Substitutes	Item#	Description	Qty.	Unit of Issue	Comments
No		Pipe Cleaning 25" - 36" Diameter	7	Each	As per solicitation Technical Specifications

Substitutes	Item No.	Unit Price (\$)	Comments
No		<input type="text" value="\$2,200.00"/>	<div></div>

Allow Substitutes	Item#	Description	Qty.	Unit of Issue	Comments
No		Pipe Cleaning 37" - 48" Diameter	3	Each	As per solicitation Technical Specifications

Substitutes	Item No.	Unit Price (\$)	Comments
No		<input type="text" value="\$3,400.00"/>	<div></div>

Allow Substitutes	Item#	Description	Qty.	Unit of Issue	Comments
No		Pipe Cleaning 49" - 72" Diameter	4	Each	As per solicitation Technical Specifications

Substitutes	Item No.	Unit Price (\$)	Comments
No		<input type="text" value="\$5,200.00"/>	

Allow Substitutes	Item#	Description	Qty.	Unit of Issue	Comments
No		Alluvial Fan Removal	3000	Year	As per solicitation Technical Specifications

<b>Substitutes</b>	<b>Item No.</b>	<b>Unit Price (\$)</b>	<b>Comments</b>
No	<input type="text" value="\$150.00"/>		

Allow Substitutes	Item#	Description	Qty.	Unit of Issue	Comments
No		Hauling and Disposing of Waste/Vegetation Material	1500	Tons	As per solicitation Technical Specifications

<b>Substitutes</b>	<b>Item No.</b>	<b>Unit Price (\$)</b>	<b>Comments</b>
No	<input type="text" value="\$30.00"/>		

Allow Substitutes	Item#	Description	Qty.	Unit of Issue	Comments
No		Mangrove Trimming	500	Yards	Square Yards-As per solicitation Technical Specifications

<b>Substitutes</b>	<b>Item No.</b>	<b>Unit Price (\$)</b>	<b>Comments</b>
No	<input type="text" value="\$40.00"/>		

Allow Substitutes	Item#	Description	Qty.	Unit of Issue	Comments
No		Box Culvert Cleaning 0 - 23 Square Feet	3	Each	As per solicitation Technical Specifications

<b>Substitutes</b>	<b>Item No.</b>	<b>Unit Price (\$)</b>	<b>Comments</b>
No	<input type="text" value="\$6,000.00"/>		

Allow Substitutes	Item#	Description	Qty.	Unit of Issue	Comments
No		Box Culvert Cleaning 24 - 36 Square Feet	3	Each	As per solicitation Technical Specifications

<b>Substitutes</b>	<b>Item No.</b>	<b>Unit Price (\$)</b>	<b>Comments</b>
No	<input type="text" value="\$7,000.00"/>		

Allow Substitutes	Item#	Description	Qty.	Unit of Issue	Comments
No		Contingency Allowance	1	Linear Foot/Feet	Contingency Allowance is LS--As per solicitation Technical Specifications

Substitutes Item No.	Unit Price (\$)	Comments
No	\$0.00	
Submit		

**CITY OF TAMPA FINAL BID  
DOCUMENTS OUTFALL  
MAINTENANCE SERVICES**

**FOXMOOR ESTATES AND PINEBROOK  
NEIGHBORHOOD POND DREDGING**

**CITY OF TAMPA ITB 101100422  
PIGGYBACK**



**City of Tampa**  
*Jane Castor, Mayor*

**Purchasing Department**  
**Gregory K. Spearman, CPPO, NIGP-CPP, Director**  
306 E. Jackson Street, 2E  
Tampa, Florida 33602

Office (813) 274-8351  
Fax: (813) 274-8355

September 20, 2022

### **INVITATION TO BID**

Sealed Bids for the furnishing of: **BID NO.101100422, OUTFALL MAINTENANCE SERVICES** will be received by the Director of Purchasing, City of Tampa, until **1:00 PM, OCTOBER 18, 2022**, then be opened.

A **PRE-BID MEETING** will be held at **10:00 AM, OCTOBER 4, 2022** at the CITY OF TAMPA PURCHASING DEPARTMENT, 2nd Floor, Municipal Plaza, 306 East Jackson Street, to discuss the above referenced subject. **PLEASE BRING A COPY OF THIS BID TO THE PRE-BID MEETING.** The Tampa Municipal Office Building is a controlled access building, and all visitors are required to obtain a Visitor's Pass prior to visiting the Purchasing Department.

In accordance with the Americans with Disabilities Act ("ADA") and Section 286.26, Florida Statutes, persons with disabilities needing a reasonable accommodation to participate in these public hearings or meetings should contact the City of Tampa's ADA Coordinator at least 48 hours prior to the proceeding. The ADA Coordinator may be contacted by phone at 813-274-3964, email at [TampaADA@tampagov.net](mailto:TampaADA@tampagov.net), or by submitting an ADA - Accommodations Request online form available at <https://tampagov.net/ADARequest>. Please note that the City of Tampa may not be able to accommodate any request received less than 48 hours before the scheduled hearing or meeting.

This bid shall include a Bid Discount provision for City certified SLBEs or eligible WMBEs that meet the "Underutilized" designation within the industry category for this solicitation. The Industry Category is **CONSTRUCTION SERVICES**. The City of Tampa's WMBE policies are narrowly tailored to identify **Underutilized** WMBEs by industry category (per City's MBD Form-70). Bidders who are certified SLBE or certified in the **Underutilized** category for the work/scope detailed herein are eligible for a bid discount. In all cases, the Bidder must be WMBE and/or SLBE certified prior to the opening date and time of the Invitation to bid. As proof of certification, include copies of City of Tampa WMBE and SLBE certificates in the bid submittal. Details of the bid discount policy are described on in Section 4.48 of this bid.

It is hereby made a part of this Invitation for Bid that the submission of any Bid in response to this advertised request shall constitute a Bid made under the same conditions for the same contract price and for the same effective period as this Bid to all public entities in Hillsborough County. (Attachment A, is enclosed with this package).

Attached are important instructions and specifications regarding responses to this invitation. **Failure to follow these instructions may result in your bid being disqualified.**

Questions regarding Vendor Registration, accessing bid documents or submission assistance within the GetAll system shall be emailed to [support@getall.com](mailto:support@getall.com). Reference Bid # and name in email subject line. Questions pertaining to the Bid document/specifications will be accepted up to six business days prior to the scheduled opening date and time and shall be submitted within the GetAll system. Per the City of Tampa's Communication Policy during any solicitation period including any protest and/or appeal, there should be no contact with City officials or employees, other than the Analyst, the Director of Purchasing or the Legal Department, permitted from any Bidder. Such communication shall result in an automatic disqualification for selection in the pending solicitation and any subsequent City solicitations for a period of six (6) months, no matter the outcome of the solicitation or any protest and/or appeal.

Bids shall be accepted no later than the time and date specified on the **INVITATION TO BID**. The Bid Opening shall be thereafter and open to the Public. All bids received after the due date and time shall be rejected. **Offers by mail, hand delivery or express mail, email, telephone or transmitted by facsimile (FAX) machine are not acceptable.** All submittals are uploaded electronically into the GETALL system. **No file shall have a special character.** No bid may be withdrawn or modified after the time fixed for the opening of bids.

Electronic submittals shall be performed in the GetAll system via link ([https://erfp.integratise.com/getall/registration\\_initial\\_tmp.asp?c=&p=101100422&d=10/18/2022](https://erfp.integratise.com/getall/registration_initial_tmp.asp?c=&p=101100422&d=10/18/2022)). **To ensure that an electronic submittal is received by the opening date and time, it is recommended that the Bidder submit their documents no less than 30 minutes prior to the deadline. Bidder shall receive an email confirmation of their bid submittal after clicking on the Confirm Bid button in the GetAll system. Any submittal received after the closing date and time will not be considered.**

## STATEMENT OF NO BID

### WE WANT YOUR FEEDBACK BECAUSE IT MATTERS TO US

The Purchasing Department's mission is to provide the best specifications in our Invitation to Bid packages to receive maximum participation from the industry/market. Please take a few minutes to briefly explain to us why you will not be responding to the City's Bid.

### INSTRUCTIONS TO BIDDER

City of Tampa bids are issued electronically via GetAll's system. Obtaining bids through GetAll will ensure that the Bidder will have the following capabilities: receipt of bid documents electronically, track the status of bid award activity, receive addenda, receive the results of bid awards and view plans and blueprints online electronically. Bidders who obtain specifications and plans from sources other than GetAll are cautioned that the bid packages may be incomplete. The City will not accept incomplete bids. Contact GetAll at [support@getall.com](mailto:support@getall.com) for more information.

The City is not responsible for errors and omissions occurring in the transmission or downloading of any bid documents, plans, or specifications from the GetAll system. GetAll has no affiliation with the City of Tampa other than as a service that facilitates communication and bid submittals between the City and its bidders. GetAll is an independent entity and is not an agent or representative of the City. Communications to GetAll does not constitute communications to the City. Contact GetAll at [support@getall.com](mailto:support@getall.com) for more information.

Bidders discovering any ambiguity, conflict, discrepancy, omission, or other error in this BID, shall immediately notify the City of such error in writing and request modification or clarification of the BID within the GetAll system. Modifications will be made by issuing an addendum and will be given by written notice to all prospective Bidders who received an original BID from GetAll (those who are on the Plan Holders List). Addenda will be posted and disseminated by GetAll at least five days prior to this BID opening date. The Bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the BID prior to submitting the bid or it shall be deemed waived.

Bid tabulations (results) will be posted in the GetAll system and made available to bidders after the scheduled public opening of the sealed bids.

The bid documents contain a General Conditions Section and may, in most cases, contain a Technical Specification Section. General Conditions contain general requirements and Technical Specifications detail the scope of the goods and/or services requested. The Technical Specifications shall always govern whenever there appears to be a conflict. Bid prices shall always be submitted electronically via GETALL.

The Bidder shall comply with the applicable requirements of Federal and state laws, all Codes and Ordinances of the City of Tampa as amended from time to time and any applicable professional regulations.

The Bidder is expected to carefully examine the entire bid package, including but not limited to all the provisions, terms, and conditions. **Failure to do so will be at the Bidder's risk.**

## **GENERAL CONDITIONS FOR OUTFALL MAINTENANCE SERVICES**

### **1. SCOPE AND CLASSIFICATION**

**1.1. SCOPE.** This specification describes Outfall Maintenance Services for use by the Mobility Department of the City of Tampa.

**1.2. CLASSIFICATION.** The classification shall be as contained in the technical portion of this specification listed herein below.

### **2. QUALITY ASSURANCE PROVISIONS**

**2.1. TEST AND INSPECTION.** It shall be the Awardee's responsibility to perform all of the tests and inspections required by this specification, unless otherwise stated in the award. The City of Tampa Representative reserves the right to perform any of the tests and inspection requirements where said tests and inspections are needed to further determine compliance with this specification.

**2.2. QUALITY AND QUALITY CONTROL.** A system of test and inspection shall be used to ensure receipt of the quality and quantity of material(s)/service(s) purchased. Material(s)/service(s) will be promptly inspected and any discrepancies from the purchase order and/or the supplier's invoice shall be reported immediately to the Director of Purchasing.

### **3. AWARDEE LIABILITY**

**3.1. NEXT LOW BIDDER.** In the event of default by the Awardee, the City of Tampa reserves the right to utilize the next lowest Bidder as the new Awardee. In the event of this occurrence, the next lowest Bidder, if it wishes the award, shall be required to provide the bid items at the prices as contained on its bid pricing thru GETALL for this specification.

### **4. CONDITIONS**

**4.1. AUTHORIZATION.** All orders shall be placed via City of Tampa Purchase Orders, or as releases against a City of Tampa "Open" Purchase Order. **OFFICIAL AWARD WILL BE MADE BY CITY OF TAMPA PURCHASE ORDER ONLY.** As relating to the Government Purchasing Council of Hillsborough County, any member may place orders as dictated by its individual entity's preference.

**4.2. QUALITY.** The materials to be furnished shall be currently in production and shall be of the manufacturer's standard or better quality.

**4.3. QUANTITIES.** The City shall not be required to purchase any minimum or maximum quantities during the term of any award resulting from this specification.

**4.4. BRAND INDICATION.** Where same is applicable, all Bidders shall clearly indicate manufacturer/trade name and identifying number in the space provided within the GETALL pricing page(s) for this invitation for bid.

**4.5. ALTERNATE BIDS.** Bidder shall, as to each item, submit only one bid for the specified product/service. The offer of an alternate product/service for any item shall, for the purpose of evaluation of bids, be construed as a refusal to bid on the product/service specified.

The determination as to whether any alternate product/service bid is or is not equal to the product/service specified as a standard shall be made by the City, and such determination shall be final and binding upon all Bidders.

**4.6. PENALTIES.** The City of Tampa reserves the right to increase or decrease quantities shown without penalty.

**4.7. ADDITION/DELETION.** The City of Tampa reserves the right to add to or delete any item from this bid or resulting award when deemed to be in the best interest of the City of Tampa.

**4.8. SUBSTITUTION.** Awardee shall not substitute items for like items without the approval of the City Representative. Any violation of such procedures may result in a possible award cancellation. All approved substitutes shall be annotated as such on the Awardee's shipping document(s).

**4.9. BID PRICES.** Bid prices shall be firm and shall not be amended after the date and time of the bid opening. Any attempt by the Awardee to amend said bid prices shall constitute default as outlined in this specification.

Prices quoted shall include all shipping costs, shipped F.O.B. Tampa, Florida or to the facility location specified by the requestor or the purchase order.

All taxes of any kind and character payable on account of the work done and materials furnished under the award shall be paid by the Awardee and shall be deemed to have been included in the bid. The Laws of the State of Florida provide that sales tax and use taxes are payable by the Awardee upon the tangible personal property incorporated in the work and such taxes shall be paid by the Awardee and shall be deemed to have been included in the bid. The City is exempt from all state and federal sales, use, transportation, and excise taxes.

Award prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Awardee is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Awardee shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment, or process, to be performed under the contract, and shall indemnify the said City, its officers, agents, and employees for any costs, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of the work. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Awardee, the City, and any indemnified party. This provision shall survive the termination of this award and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law.

**4.10. BID EVALUATION.** The evaluation of bids and the determination as to equality of material(s)/service(s) offered shall be the responsibility of the City of Tampa and will be based on information furnished by the Bidder.

**4.11. ERROR IN BID CALCULATION.** In the event there shall be a discrepancy between the stated total bid and the corrected sum of the correct multiplication of the stated unit price and the quantity specified, the corrected sum shall be considered the bid price. Unit price prevails.

**4.12. BASIS OF AWARD.** The City of Tampa reserves the right to award this bid by aggregate total. To be considered lowest responsive, responsible Bidder by aggregate, the Bidder shall have to bid on all items.

Award Criteria/Responsibility. The award will be made to the lowest responsive, responsible Bidder. To determine the responsibility of the monetary Bidder, the City may request and review documentation relative to the ability of the Bidder to satisfactorily perform the work specified in a first class manner as well as documentation of its experience; the financial condition of the Bidder from a current financial report and the Bidder's credit rating; whether the Bidder has ever been declared in default of an award; the Bidder's insurability, eligibility for bonding; and any/all pertinent information deemed necessary to determine said responsibility.

Prior to award resulting from this solicitation, the successful bidder shall be registered to transact business in the State of Florida and shall furnish the City with proof of registration within ten days of the notice to do so by the City. Failure to promptly submit this evidence of qualification to transact business in the State of Florida may be a basis for rejection of the bid.

**Any Bidder who is owing to the City of Tampa upon any debt, contract, or other obligation to the City, or who is a defaulter as a surety or otherwise, will not be eligible for consideration for contract award regarding this solicitation.**

An award will be made, if at all, within 120 days after opening of the bids.



The Bidder if selected, will be required to execute an agreement in the form attached hereto with content acceptable to the City.

**4.13. COMMUNICATION POLICY.** During any solicitation period including any protest and/or appeal, no contact with City officials or employees, other than with the individuals specifically identified in the solicitation, the Director of Purchasing or the Legal Department, is permitted from any proposer/bidder. Such communication shall result in an automatic disqualification for selection in the pending solicitation and any subsequent City solicitations for a period of six (6) months, no matter the outcome of the solicitation or any protest and/or appeal.

**4.14. AWARD PERIOD AND RENEWAL.** The award period shall be for a one-year period from the effective date of the award, and may, by mutual written agreement, be renewed at the same terms and conditions for four additional one-year periods.

**4.14.1. SUPPLEMENTAL UNILATERAL RENEWAL PERIODS.** The City, through its Director of Purchasing, has the option and reserves the right to unilaterally extend the original contract term or any renewal term for up to three (3) additional thirty (30) day periods, at the same terms and conditions. Notice of the City's intent to renew shall be provided by the City in writing to the Awardee prior to the expiration of the contract, or the renewal period if the contract has been previously renewed.

**4.15. NON-APPROPRIATION OF FUNDS.** In the event no funds or insufficient funds are appropriated for expenditures under this award, the City will notify the Awardee in writing of such occurrence and the award shall terminate without penalty or expense to the City on the last day of the fiscal year in which sufficient funds have been appropriated.

**4.16. PRICE ESCALATION/DE-ESCALATION.** The City of Tampa will allow a price escalation/de-escalation provision within this award.

The original bid prices shall be firm for a 1-year minimum period. A price escalation/de-escalation will be allowed 1 year after the beginning of the award period and at 1-year intervals, thereafter, provided the Awardee notifies the City of Tampa, in writing, of the pending price escalation/de-escalation a minimum of 60 days prior to the effective date of the price escalation/de-escalation. The price escalation percentage change shall not exceed the previous 1-year's percentage change of the Consumer Price Index for All Urban Consumers (CPI-U) published by the U.S. Department of Labor's Bureau of Labor Statistics. **Failure to comply with these instructions shall be grounds for disallowance of a price escalation as allowed herein.**

If, at the point of exercising the price escalation provision, market media indicators show that the prices have decreased, and that the Awardee has not passed the decrease on to the City of Tampa, the City reserves the right to place the Awardee in default, cancel the award, and remove the Awardee from the City of Tampa Bidders List for a period of time deemed suitable by the City. In the event of this occurrence, the City of Tampa further reserves the right to utilize any and/or all options as stated herein.

Notwithstanding the aforementioned, for increases in pricing that exceed the limits as set forth above, through no fault of the Awardee, will be handled by the City on a case-by-case basis. Awardee shall provide documentation as requested by the City to justify the increases in price. The City, in its sole discretion, will determine whether or not to accept the requested increases in prices.

**4.17. PERFORMANCE.** Awardee may be required to furnish evidence in writing that he or she maintains a permanent place of business and has adequate equipment, finances, personnel, and inventory to furnish the items offered satisfactorily and expeditiously and can provide necessary services.

**4.18. PROOF OF DISTRIBUTORSHIP.** When requested, it shall be the responsibility of the Bidder(s) to furnish with their bid(s) a letter stating that said Bidder is a factory authorized distributor for the Greater Tampa area for the items for which said Bidder has submitted their bid.

**4.19. INSPECTION.** The City of Tampa reserves the right to inspect the Bidder's place of business and equipment prior to awarding any solicitation to determine the responsibility of said Bidder to perform or provide the requirements of the bid request.

**4.20. AWARD CHANGES.** No changes, over the award period, shall be permitted unless prior written approval is given by the Director of Purchasing, and where applicable, an amendment to the Agreement is executed by the City and Contractor and approved by resolution of the City Council of the City of Tampa.

**4.21. ASSIGNMENT.** To the extent permitted by applicable law, this contract, and all rights or obligations hereunder, is not assignable, in whole or in part, by operation of law, acquisition of assets, merger, consolidation, dissolution or otherwise without the advance written approval of the other party to this award. Any attempted assignment of this award by a party without the advance written approval of the other party shall be invalid and unenforceable against the other party. Any approved assignment of this award by the Awardee will not relieve the Awardee from the performance of its duties, covenants, agreements, obligations, and undertakings under this award, unless the assignment expressly provides otherwise. No assignment by the Awardee shall be effective unless the assignee confirms in writing to the City that the assignee accepts and shall comply with all of the duties, responsibilities, and obligations of the Awardee. Notwithstanding the foregoing, the City may assign its rights under this award (without the Awardee's consent or approval) to a governmental successor of the City. An assignment by the City of its rights under this award to a governmental successor of the City will relieve the City from the performance of its duties, covenants, agreements, and obligations under this award after the effective date of the assignment. However, the City shall continue to be liable for the obligations it incurred under this award prior to the effective date of the assignment. Action by the City in awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the ITB, without exception shall constitute approval for purposes of this award.

**4.22. DEFAULT/RE-AWARD.** Any award resulting from this specification may be cancelled by the Director of Purchasing in whole or in part by written notice of default to the Awardee upon non-performance or violation of award terms, including the failure of the Awardee to deliver materials or services within the time stipulated in this specification, unless extended in writing by the Director of Purchasing. In the event an award is cancelled because of the default of the Awardee, the Director of Purchasing may: (i) purchase the materials or services specified in this specification on the open market; or (ii) make an award to the next lowest bidder and establish the period of such award, provided such period is no longer than the award period set forth in this specification.

**4.23. CANCELLATION.** When deemed to be in the best interest of the City of Tampa, any awards resulting from this specification may be cancelled by the following means:

**4.23.1.** 10-day written notice with cause; or

**4.23.2.** 30-day written notice without cause.

**4.24. REJECTION.** The City of Tampa reserves the right to cancel, reject any and/or all bids, or to waive any irregularities and accept that bid which is the lowest and best.

**4.25. GOVERNMENT PURCHASING COUNCIL.** Hillsborough County Government Purchasing Council ("GPC") members (ATTACHMENT A), may, at their discretion or option, utilize this bid as they require. Estimated quantities for Hillsborough County GPC members have not been included in the Bid Response form. Purchases by these entities may increase the value of the award. A list of the members of the GPC is contained within this bid document.

Any Hillsborough County GPC member which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, and issue its own exemption certificates as required by the Bidder. It is understood and agreed that the City of Tampa is not a legally bound party to any contractual agreement made between any other governmental entity and the Bidder as a result of this Bid.

**4.26. USE OF CONTRACT BY OTHER GOVERNMENTAL AGENCIES.** Unless otherwise stipulated by the Bidder in its bid response, the Bidder agrees to make available to all government agencies, departments, and municipalities

the proposed prices submitted in accordance with the terms and conditions of this Solicitation Document, should any governmental entity desire to buy under the Contract resulting from this Solicitation Document.

Any other governmental agency, department, or municipality which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, and issue its own exemption certificates as required by the Bidder. It is understood and agreed that the City of Tampa is not a legally bound party to any contractual agreement made between any other governmental entity and the Bidder as a result of this Bid.

**4.27. USE OF STATE CONTRACT, GPC, OR COOPERATIVE PURCHASING BIDS.** The City of Tampa reserves the right to utilize applicable State of Florida Contracts, GPC Bids, or those contracts of any other federal, state, or local governmental entity under the terms of a bid submitted to such entity, provided that such contract is procured in compliance with the procuring entity's law, bylaws, regulations, or ordinances regarding competitive solicitation, which must provide for full and open competition for any items covered by this specification when the use of same is in the best interest of the City of Tampa.

**4.28. CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME).** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on an award to provide any goods or services to a public entity, may not submit a bid on an award/contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. [See section 287.133 (2)(a), Florida Statutes]

**4.29. FLORIDA PUBLIC RECORDS LAW.** In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Bidders should be aware that the Bid and the responses thereto are in the public domain and are available for public inspection and copying. Using **ATTACHMENT C – PUBLIC RECORDS DECLARATION OR CLAIM OF EXEMPTION**, Bidder is required to acknowledge whether or not they are asserting that certain information in its bid is confidential and/or proprietary and/or exempt from public disclosure. If the Bidder is asserting that certain information in its bid submittal is confidential and/or proprietary and/or exempt from public disclosure, then the Bidder is required to do the following: (1) identify, with specificity, the information which the Bidder asserts is confidential and/or proprietary and/or exempt from public disclosure, (2) place such information in a separate file labeled "REDACTED, EXEMPT FROM PUBLIC DISCLOSURE" this uploaded document must be separate from the Bidder's other bid documents, (3) specifically cite the applicable Florida Statute(s) that exempts such information from public disclosure - such citation must be placed within the redacted file. The "REDACTED" file that contains the Bidder's confidential/proprietary/exempt information must be submitted with the Bidder's other bid documents. Bidder is advised that failure to follow the aforementioned instructions may result in Bidder's alleged confidential/proprietary/exempt information being disclosed to the public. This will be the Bidder's "REDACTED" copy. All submittals received in response to this solicitation will become the property of the City of Tampa and will not be returned. In the event of an award, all documentation produced as part of the bid will become the exclusive property of the City.\* **All uploaded documents may not have special characters in the file name, #,\*,@, etc....**

Be aware that the designation of an item as exempt from public disclosure by a Bidder may be challenged in court by any person or entity. By designation of material in your Bid submittal as exempt from public disclosure, Bidder agrees to defend the City of Tampa (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Bidder's designation of material as exempt from public disclosure and to hold harmless the City of Tampa (and its employees, agents and elected and appointed officials) for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees incurred by the City by reason of any claim or action related to your designation of material as exempt from public disclosure.

**\*Note: The City will not accept Bid submittals when the entire submittal is labeled as exempt from public disclosure. Bidder's References and Cost or Price information will be deemed a public record, and if a claim of confidentiality/proprietary information is made, the City may deem the Bid submittal as "non-responsive".**

**4.29.1.** In accordance with section 119.071(1)(b)2, Florida Statutes, sealed bids, proposals, or replies received by the City of Tampa pursuant to a competitive solicitation are exempt from section 119.07(1), Florida Statutes and section 24(a), Art. I of the State Constitution until such time as the City of Tampa provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

**4.29.2.** In accordance with section 119.071(1)(b)3, Florida Statutes, if the City of Tampa rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the City of Tampa concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from section 119.07(1), Florida Statutes and section 24(a), Art. I of the State Constitution until such time as the City of Tampa provides notice of an intended decision concerning the reissued competitive solicitation or until the City of Tampa withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial City of Tampa notice rejecting all bids, proposals, or replies.

**4.29.3.** The City of Tampa is a public agency subject to Chapter 119, Florida Statutes. In accordance with Florida Statutes, 119.0701, Awardee agrees to comply with Florida's Public Records Law, including the following:

1. Awardee shall keep and maintain public records required by the City to perform the services;
2. Upon request from the City, Awardee shall provide the City with copies of the requested records, having redacted records in total or in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the City) on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that public records, in part or in total that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the contract term and following completion (or early termination) of the contract if the Contractor does not transfer the records to the City;
4. Upon completion (or earlier termination) of the award, Awardee shall within 30 days after such event either transfer to the City, at no cost, all public records in possession of the Awardee or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If Awardee transfers all public records to the City upon completion (or earlier termination) of the award, Awardee shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If Awardee keeps and maintains public records upon completion (or earlier termination) of the award, Awardee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
5. The failure of Awardee to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above shall be grounds for immediate unilateral termination of the contract by the City; the City shall also have the option to withhold compensation due Awardee until records are received as provided herein.
6. **IF THE AWARDEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE AWARDEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AWARD, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813/274-8351, [COTPurchasingPRR@tampagov.net](mailto:COTPurchasingPRR@tampagov.net), AND MAILING ADDRESS OF PURCHASING DEPARTMENT, TAMPA**

## **MUNICIPAL OFFICE BUILDING, 2<sup>ND</sup> FLOOR, 306 E. JACKSON STREET, TAMPA, FL 33602.**

**4.30. PROCUREMENT PROTEST PROCEDURES.** A protest must be filed with the Director of the soliciting Department within five (5) business days of posting the City's intent to award and may be filed by an actual bidder, who is allegedly aggrieved in connection with the issuance of a bid solicitation or pending award of any award in any competitive process utilized by the City of Tampa for procurements of supplies, materials or services and construction of public improvements and has standing to protest under Florida Law. Any protest must be filed in accordance with the City of Tampa Code, Chapter 2, Article V, Division 3, Purchases and Contracts, Section 2-282, Procurement Protest Procedures. Protests not complying with the provisions of this Section shall not be reviewed.

All dates and times specified in the Protest Procedures in Section 2-282 are calculated as city business days. A City business day shall mean 8:00 am to 5:00 pm Monday through Friday, with the exception of city holidays. In all instances any document required to be transmitted by a certain date must be received in the required office by 4:30 pm. An envelope which is postmarked by the required date is not sufficient. Transmittal by fax, email or other electronic means may be accepted. However, it shall be the responsibility of the party transmitting the document(s) to ensure that the document(s) were received, and the transmitting party shall bear any risk of interruption or failure in the electronic transmission.

**4.31. LAWS, CODES AND ORDINANCES.** Awardee shall comply with all Federal, State, County and City laws, rules, and regulations as applicable to this bid.

**4.32. AUDIT RIGHTS.** Awardee agrees that the City representative shall have access to, and the right to audit, examine, or reproduce, the financial books and records of Awardee related to Awardee's performance under the award. Awardee shall retain all such records for a minimum period of six (6) years from the date of termination of the award, including any renewal or extension hereof, or for such longer period of time as required by federal or state law, and shall be extended until the completion of any audit in progress. Awardee must keep all financial records in a manner consistent with generally accepted accounting principles. Awardee must provide access during normal business hours to the requested records no later than ten (10) calendar days after the written request by the City or its authorized representative. If any audit reveals any material deviation from the award requirements, any misrepresentations or any overcharges to the City, the City will be entitled to recover damages, as well as the cost of the audit. Any adjustments or payments which must be made as a result of any such audit or inspection of the Awardee's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the City's audit findings to the Awardee. Awardee shall include this right to audit section in any subcontractor agreements entered into in connection with this award.

**4.33. CITY OF TAMPA ETHICS CODE.** Bidder shall comply with all applicable governmental and city rules and regulations including the City's Ethics Code which is available on the City's website. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-522).

Moreover, each Bidder responding to this Invitation to Bid acknowledges and understands that the City's Charter and Ethics Code prohibit any City employee from receiving any substantial benefit or profit out of any award or obligation entered into with the City, or from having any direct or indirect financial interest in effecting any such award or obligation. Awardee shall ensure that no City employee receives any such benefit or interest as a result of the award of this Invitation to Bid. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-514(d)).

Please note that the City's Ethics Code may be accessed on the Internet by utilizing the website link <http://www.tampagov.net/human-resources/info/lobbyist-information> or can be found in the City of Tampa's municipal codes published online by the Municipal Code Corporation at the website link [https://www.municode.com/library/fl/tampa/codes/code\\_of\\_ordinances](https://www.municode.com/library/fl/tampa/codes/code_of_ordinances). Printed copies of the Ethics Code can also be obtained from the City Clerk's Office for a fee of \$0.15 cents a page.

**4.34. SCRUTINIZED COMPANIES.** Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of any amount that are (1) on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or are engaged in a boycott of Israel, and (2) with companies for goods or services of \$1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes or are engaged in business operations in Cuba or Syria.

A company that is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel may not bid on or enter into a contract or renew a contract with an agency or local government entity for goods or services of any amount.

A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria may not bid on or enter into a contract or renew a contract with an agency or local government entity for goods or services of \$1 million or more.

Notwithstanding the aforementioned, the City may on a case-by-case basis permit a company on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or are engaged in business operations in Cuba or Syria to be eligible for, bid on, or enter into or renew a contract for goods or services if the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

If the City determines the Bidder submitted a false certification under Section 287.135(5) of the Florida Statutes upon submission of a bid or proposal, entering into a contract, on contract renewal, or if the Awardee has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or is engaged in business operations in Cuba or Syria, the City shall either terminate the award/contract after it has given the Awardee notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes.

**4.35. CONTRACT LITIGATION/LEGAL PROCEEDINGS.** Bidder shall identify any conditions (i.e., bankruptcy, pending and/or existing litigation, planned office closures, impending merger/acquisition) that may impede the Bidder's ability to perform the services set forth in this Bid. Bidder shall provide in detail information on the nature and magnitude of any litigation or proceeding whereby, currently or during the past five (5) years, a court or any administrative agency has ruled against the company in any matter related to the professional activities of the company. This shall include any class actions wherein your company was named, industry investigations by Attorneys General, in addition to individual cases.

Bidder shall identify any pending lawsuits, past litigation relevant to subject matter of this Bid or litigation involving any unauthorized release of client confidential information, providing a statement of any litigation, or pending lawsuits that have been filed against the Bidder's company currently or within the last five (5) years. If an action has been filed, state and describe the litigation or lawsuit filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or lawsuit has been filed against the company, provide a statement to that effect.

Bidder shall provide information concerning any current or past bankruptcy proceedings currently or within the last five (5) years for any voluntary or involuntary declarations of bankruptcy concerning the company, partner or subsidiary, subcontractors, or any corporate officer with details of such proceedings.

Bidder must also provide information as to whether the Bidder or an affiliate of the Bidder is currently or has in the last five (5) years ever pledged any interest in all or any portion of any current or future payment as collateral, including for example as part of an accounts receivable factoring program. If yes, please provide information identifying the type of arrangement, date of the arrangement, and name of the party to whom the interest was pledged.

**4.36. MINIMUM WAGE AMENDMENT.** Awardee shall comply with the minimum wage requirements as required in Article X, Section 24, Constitution of the State of Florida.

The rate of wages for all persons employed by the Awardee on the work covered shall not be less than the rate of wages required by the Fair Labor Standards Act (Public Law 104-188).

**4.37. AWARDTEE BACKGROUND CHECKS.** When assigning employees to work on City property, the Awardee shall check the backgrounds of each employee and notify the City's Employment Services Manager prior to assignment if candidates fall into one or more of the following categories:

- Unable to pass 8 Panel Drug Screen
- Has a felony or misdemeanor conviction involving violence, weapons, or crimes against a public official
- Is a former City of Tampa employee"

**4.38. DATA COLLECTION.** Pursuant to Section 119.071(5)(a), Florida Statutes, social security numbers collected from bidders are used for identification, verification, and tax reporting purposes.

**4.39. INVOICING.** Awardee shall furnish the City Representative complete itemized invoices for the services performed. Invoices are to reflect the prices stipulated on the purchase order and as outlined in this bid document and prices quoted on GETALL. **The City will not accept an aggregate invoice.** As part of the award process, the City may request a sample invoice. Invoices shall contain, but not be limited to the following information:

- Invoice number;
- Company Name;
- Purchase order number;
- Location and dates of service;
- Cost of services as stated on Bid Response and extended price to reflect total cost.

At the time of submission of its invoices, the Awardee shall submit to the CITY a report on Form MBD-30, "DMI-Payments" of all sub-contractor contract amounts and payments along with any other completed reports or forms as may be required by the CITY. In the event the Awardee uses any WMBE and/or SLBE sub-contractors, the Awardee shall provide form MBD-40 "Letter of Intent" (LOI) for all WMBE and/or SLBE sub-contractors the Awardee intends to utilize.

- Form MBD-30 DMI Sub-(Contractors/Consultant/Suppliers) Payments
- Form MBD-40 Letter of Intent (LOI)

**4.40. SUB-CONTRACTING SUBMITTALS.** No Awardee shall assign the award or any rights or obligations thereunder without the prior written consent of the City. **The Awardee shall be required to perform with its own forces at least fifty-one (51) percent of the work, unless written consent to subcontract a greater percentage of the work first obtained by the City.** In the event of such approved subcontracting, the Awardee agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached the following Schedule of Sub-Contracting Forms:

- Schedule of All Sub-Contractors/Consultants/Suppliers Solicited - MBD 10
- Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized - MBD 20

**These forms must be completed (including signatures) and submitted with all bids. Submittals that do not contain these completed forms shall be deemed "non-responsive". Instructions on completing the forms are included after each form in this bid package.**

Subcontractor shall be defined as; a business enterprise, firm, partnership, corporation, consultant, or combination thereof having a direct contract with a prime contractor for any portion of the advertised work that is awarded by the owner/owner's representative.

Supplier shall be defined as; a business enterprise that either directly contracts with a Prime Contractor/Consultant or directly contracts with a Subcontractor under such Prime Contractor/Consultant to provide materials, supplies or equipment in connection with a Contract awarded by the owner/owner representative. A Supplier may be a regular dealer, distributor, or manufacturer.

**4.41. CONFLICT OF INTEREST.** The City requires that the Bidder provide professional, objective, and impartial advice and at all times hold the City's interest(s) paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. The Bidder has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the City, or that may reasonably be perceived as having this effect. If the City, in its sole discretion, determines that a conflict of interest exists, such Bidder shall not be considered for award. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its award.

Any such interests on the part of the Bidder or their employees, must be disclosed in writing to the City on **ATTACHMENT B - CONFLICT OF INTEREST DISCLOSURE FORM** that is included with this solicitation document. Also, the Bidder is aware of the conflict-of-interest laws of the State of Florida and the City of Tampa and agrees that they shall fully comply in all respects with the terms of said laws.

**4.42. GOVERNING LAW/VENUE.** The laws of the State of Florida (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this solicitation, including, without limitation, its interpretation, construction, performance, and enforcement. The parties hereto submit to the exclusive jurisdiction and venue of the state and federal courts located in Hillsborough County, Florida.

**4.43. PAYMENT.** Full payment will be made by the City after receipt and acceptance of materials/services and proper invoice in accordance with Florida Statutes § 218.70, et. seq., the Local Prompt Payment Act. Bidders that accept Visa/MasterCard payments can be enrolled in the City's ePayments program for faster payment turnaround, by contacting the City's Accounts Payable Department at [acctspayable@tampagov.net](mailto:acctspayable@tampagov.net).

**4.44. TAMPA PORT ACCESS.** All personnel assigned to provide this service or required to deliver goods to the Port of Tampa, if applicable in this award, shall obtain a Port Pass. To obtain this port pass will require each employee to have a valid photo ID. It is the responsibility of the Awardee to obtain Port Passes before work begins or prior to delivery. Each employee shall display the identification card on outer apparel at all times when on the AWT Plant site or WWC site. Any person found on the site without the required identification card will be directed to leave the site immediately. The time and cost associated with acquiring this ID shall be the Awardee's responsibility.

Documentation, pricing, and other information related to the access requirements for the Port of Tampa can be found at: <https://www.porttb.com/security>

**4.45. EMPLOYEE VERIFICATION** In accordance with Section 448.095, Florida Statutes, the Contractor agrees to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the award for the services specified in the award. Awardee must also include a requirement in subcontracts that the subcontractor must register with and utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the award term. If the Awardee enters into a contract with a subcontractor, the subcontractor must provide the Awardee with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Awardee shall maintain a copy of such affidavit for the duration of the award. If the City has a good faith belief that the Awardee has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate the award with the Awardee, and the Awardee may not be awarded a solicitation with the City for at least 1 year after the date on which the award was terminated. The Awardee is liable for any additional costs incurred by the City as a result of the termination of the award. If the City has a good faith belief that a subcontractor knowingly violated the law, but the Awardee has otherwise complied with the law, the City shall promptly notify the Awardee and order the Awardee to immediately terminate the contract with the subcontractor.

**4.46. OSHA SAFETY DATA SHEETS.** Attachment D, where applicable, OSHA Safety Data Sheets (SDSs) shall be submitted by the Awardee within 5 days of notice of award by the City. For any changes occurring during the agreement term that require a new SDS, a revised form must be provided to the City within 30 days.



**4.47. PUBLIC CONSTRUCTION BOND.** The Bidder who is awarded the Contract (the "Contractor") will be required to furnish a Public Construction Bond (Performance and Payment Bond) upon the form provided herein, attached hereto as Exhibit B, equal to one hundred percent (100%) of the Contract price, for purposes of insuring the faithful performance of the obligations imposed by the resulting contract, including maintenance and guaranty provisions, and protecting the City from lawsuits for nonpayment of debts as might be incurred during the Contractor's performance under such contract. The Contractor is not guaranteed any particular amount of work during the initial term or any renewal term of the contract. Such Bond shall be recorded by the Contractor and shall then provide the City Representative with a certified copy of the officially recorded Bond within twenty (20) days after the date of Contractor's receipt of written Notice of Award by the City, and prior to Contractor's commencing performance under the contract. The Bond is to be executed by a surety company acceptable to the City of Tampa and licensed to underwrite contracts in the State of Florida. Surety companies shall have a rating of not less than: B+ Class VI as evaluated in the most recently circulated BEST'S KEY RATING GUIDE PROPERTY-LIABILITY, within twenty (20) days after the date of its receipt of written Notice of Award by the City for purposes of insuring the faithful performance of the obligations imposed by the resulting contract, including maintenance and guaranty provisions, and protecting the City from lawsuits for nonpayment of debts as might be incurred during the Contractor's performance under such contract after executing the Agreement, attached hereto as Exhibit B, and prior to commencing work, Contractor must record the bond and provide the City a certified copy of the officially recorded Bond. Contractor shall furnish the premiums for the Bond.

The City will make payment for the cost of the Bond with the first invoice for each term of the contract. A new Bond is required for each renewal period of this contract in an amount equal to one hundred percent (100%) of the estimated contract price for the renewal term.

Attorneys-in-fact who sign bonds or other surety instruments must attach with each bond or surety instrument an effective and certified power of attorney.

If, at any time, the City shall become dissatisfied with any surety or sureties then upon the Public Construction Bond, or if for any other reason such Bond shall cease to be adequate security for the City, the Contractor shall, within five days after notice to do so, substitute an acceptable Bond in such form and sum and signed by such other sureties as may be satisfactory to the City. The premiums on such Bond shall be paid by the Contractor. No further partial payments shall be deemed due or shall be made until the new sureties have qualified.

In lieu of the bonds required by this section, the Contractor may file with the City an alternative form of security which shall be in the form of cash, money order, certified check cashier's check, irrevocable letter of credit, or a security of the type listed in Part II of Chapter 625, Florida Statutes. Such alternative forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable to the bond required by this section. The determination of the value and acceptability of such alternative forms of security shall be made by the City. **See Exhibit "G".**

Submission of Bond shall be provided within twenty (20) days after Notice of Award. **Type or print the Bid Number and Bid Title on the carrier envelope.** Address the BOND envelope as follows:

Purchasing Department  
Tampa Municipal Office Building, 2<sup>nd</sup> Floor  
306 E. Jackson Street  
Tampa, Florida 33602

(This address is appropriate for mailing,  
hand delivery and express mail.)

The Tampa Municipal Office Building is a controlled access building, and all visitors are required to obtain a Visitor's Pass prior to visiting the Purchasing Department.

**4.48. SMALL LOCAL BUSINESS ENTERPRISE (SLBE) AND UNDERUTILIZED WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE (U-WMBE) PARTICIPATION.** Pursuant to the City of Tampa Equal Business Opportunity Program (Chapter 26.5, City of Tampa Code), in an effort to promote increased opportunities for Small Local Business Enterprise (SLBE) and underutilized Woman and Minority Owned Business (U-WMBE) participation, the City has determined that a bid discount shall be applied to the bids of City of Tampa certified SLBEs and underutilized WMBEs upon evaluation. \*For an SLBE, there shall be a five percent (5%) discount applied to the total bid amount, up to a maximum of \$10,000. **OR** \*For WMBEs whose WMBE classification is designated "underutilized" (per MBD Form-70), there shall be a five

percent (5%) discount applied to the total bid amount, up to a maximum of \$20,000. In the event of dual certifications, only one bid discount shall apply. The bid discount shall be deducted in the evaluation for each City of Tampa certified/discount-eligible company when determining the apparent low bidder. **The bid discount shall be used for evaluation purposes only.**

**For additional information please visit the Equal Business Opportunity Office website at:**  
<http://www.tampagov.net/ebo>.

### Bid Discount Illustration

Prime Bidders	Amount of Actual Bid	With 5% Bid Discount (*Not to Exceed CAPS)	Adjusted Bid for Evaluation Purposes Only
<b>Bidder #1 (Non-Certified)</b>	<b>\$305,000</b>	<b>Not Eligible</b>	<b>\$305,000</b>
<b>Certified Bidders</b>		<b>*Calculate Discount</b>	<b>Evaluation Value</b>
<b>#2. SLBE</b>	<b>#2. \$305,000</b>	<b>#2. \$10,000</b>	<b>#2. \$295,000</b>
<b>#3. U-WMBE</b>	<b>#3. \$308,000</b>	<b>#3. \$15,400</b>	<b>#3. \$292,600 (Low Bidder)</b>
<b>Bidder #4 (Non-Certified)</b>	<b>\$310,000</b>	<b>Not Eligible</b>	<b>\$310,000</b>

**4.49. FORCE MAJEURE.** If a Force Majeure Event occurs, the party that is prevented by that Force Majeure Event from performing any one or more obligations under this award (the "Nonperforming Party") will be excused from performing those obligations, on condition that it complies with its obligations herein. "Force Majeure Event" means, with respect to the Nonperforming Party, any event or circumstance, regardless of whether it was foreseeable, which was not caused by the Nonperforming Party, which prevents the Nonperforming Party from complying with any of its obligations under this award, on condition that the Nonperforming Party uses reasonable efforts to comply with its obligations, except that a Force Majeure Event will not include any strike or other labor unrest that affects only one party, economic hardship of a party, an increase in prices, changes in market conditions, or a change of law. Upon the occurrence of the Force Majeure Event, the Nonperforming Party shall notify the other party in writing within ten (10) days of the occurrence of that the Force Majeure Event, its effect on performance, and how long that party expects the Force Majeure Event to last. Thereafter the Nonperforming Party shall update the other party as reasonably necessary. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the other party and to resume its performance under this award. The other party has the right to terminate the award if the Non-Performing Party's Force Majeure Event continues for more than a reasonable time.

**5. INDEMNIFICATION.** The Contractor/Successful Proposer/Contractor/Firm (collectively the "Firm") releases and agrees to defend, indemnify and hold harmless the City of Tampa, its officers, elected and appointed officials, and employees from and against any and all liabilities, losses, claims, suits, actions, causes of action, either at law or in equity, damages, charges, judgments, or expenses (including attorney's fees and court costs, whether at trial or appeal) which the City may suffer, sustain, incur, or in any way be subjected to by reason of or as a result of any act, negligence, or omission on the part of the Firm, its agents or employees, in the execution or performance of the obligations assumed under or incidental to, the Award/Contract/Agreement (collectively the "Agreement") into which the Firm and the City will enter, except when caused solely by the fault, failure, or negligence of the City, its agents, or employees. Firm's duty to defend is separate and apart from Firm's duty to indemnify and hold harmless and exists immediately upon presentation of written notice of a suit, claim or action of any nature to the Firm by a party entitled to a defense hereunder. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by the provisions of Section 725.06, Florida Statutes or any other applicable law, then this section 5 shall be so limited to said section 725.06 and with respect to the part so limited, the monetary limitation on the extent of the indemnification shall be the greater of (i) the monetary value of this contract, (ii) the coverage amount of Commercial general liability insurance required under the contract, or (iii) \$1 Million Dollars. Otherwise, the obligations under this section 5. will not be limited by the amount of any insurance required

to be obtained or maintained under this contract. Contractor's duties to defend and indemnify pursuant to this section 5 shall survive the early termination or expiration of the contract and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law. Nothing in this section or in the contract shall be construed as a waiver of any immunity from or limitation of liability the City, its officers, agents, and employees may have under the doctrine of sovereign immunity under common law or statute.

## **6. NON-DISCRIMINATION IN CONTRACTING AND EMPLOYMENT**

The following provisions are hereby incorporated into any contract executed by or on behalf of the City of Tampa. The Awardee shall comply with the following Statement of Assurance:

During the performance of this Award, the Awardee herein assures the City, that said Awardee is in compliance with Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Act of 1992, and the City of Tampa Code of Ordinances, Chapter 12, in that the Awardee does not on the grounds of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status, discriminate in any form or manner against said Awardee's employees or applicants for employment.

Awardee understands and agrees that this award is conditioned upon the veracity of this Statement of Assurance, and that violation of this condition shall be considered a material breach of this award. Furthermore, the Awardee herein assures the City that said Awardee will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

Awardee further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors, suppliers, and vendors in connection with this award. Awardee further acknowledges that it must comply with City of Tampa Code of Ordinances, Chapter 26.5.

Per City of Tampa Code of Ordinances, Section 2-284, Bidder(s) are requested to provide information as to whether Bidder(s) has criminal history screenings similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances. The City of Tampa's municipal codes are published online by the Municipal Code Corporation at the website link [https://www.municode.com/library/fl/tampa/codes/code\\_of\\_ordinances](https://www.municode.com/library/fl/tampa/codes/code_of_ordinances).

### **6.1. EQUAL OPPORTUNITY**

The City of Tampa hereby notifies all Bidders that all eligible businesses, including Small Local Business Enterprises (SLBEs) and Women/Minority Business Enterprises (WMBEs) will be afforded a full opportunity to participate in any Award made by the City of Tampa pursuant to this present bid matter and will not be subjected to discrimination on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status. The City of Tampa prohibits any person involved in City of Tampa contracting and procurement activities, to discriminate on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status.

**For additional information can be found on the Equal Business Opportunity (EBO) Office website at: <http://www.tampagov.net/ebo>**

## **7. INSURANCE**

This award is subject to the attached and incorporated CITY OF TAMPA INSURANCE REQUIREMENTS included as Exhibit 1 of this bid document which should be reviewed for complete insurance details and coverage requirements.

Within ten working days of receipt of notification of intent to award, the successful Bidder shall provide the City of Tampa Purchasing Department the required insurance on the Acord 25 Certificate of Insurance form (or its equivalent). Failure to furnish by the 10th working day may disqualify Bidder as non-responsible, unless the due date is extended by the Director of Purchasing or his Designee.

## **TECHNICAL SPECIFICATIONS FOR OUTFALL MAINTENANCE SERVICES**

### **8. SCOPE**

The Awardee shall furnish all labor, equipment, material, and transportation to provide the services as specified herein including inspection, reporting, and cleaning of outfalls within the City limits.

Outfall Inventory Lists shall be included in this award as part of this bid document. Facility ID numbers to be provided to the Awardee and shall be included in all reports and invoices.

### **9. BIDDER REQUIREMENTS AND SUBMITTALS**

Bidders shall submit with their bid evidence in writing that they maintain a permanent place or places of business and have adequate equipment, finances, and personnel to provide the specified services. This evidence shall include, but not be limited to the following items:

- A list of current contracts, their value, and a contact person with each firm
- At least three references who can verify work of a similar nature done by your firm in the last three years
- Name, address, phone number, and contact person of your surety
- Name, address, phone number, and contact person of your insurance company and a list of job-related losses that have been paid out in the last three years
- List of owned and/or leased equipment available for use on this award
- List of key personnel and a brief summary of their qualifications.

**Failure to provide the listed material may cause the bidder to be deemed non-responsive.**

The City of Tampa reserves the right to inspect the apparent low bidder's place of business and equipment prior to award of any award to determine the responsibility and capability of the bidder to perform the services. The City also reserves the right to solicit references in making judgment on the bidder's ability to perform said services.

### **10. REQUIREMENTS FOR CONTROL OF THE WORK**

Prior to the start of the work, a Preconstruction Conference will be held by the City to be attended by the Awardee and others for the purpose of establishing a schedule of operations which will coordinate the work to be done under this specification, with all related work to be done by others within the limits of the project. The Awardee shall be prepared for this meeting and shall present a comprehensive construction schedule for all items of work to be accomplished by him, which will be used as the basis for the development of an overall operational schedule. The Awardee shall also provide a list of subcontractors and material to be used on this work.

All items of work in this Award shall be coordinated so that progress on each related work item will be continuous from week to week. The progress of the work will be reviewed by the City at the end of each week, and if the progress on any item of work during that week is found to be unsatisfactory, the Awardee shall be required to adjust the rate of progress on that item or other items as directed by the City.

The Awardee shall conduct its operations in such a manner as will result in the minimum of inconvenience to occupants of adjacent homes and business establishments and shall provide temporary access as directed or as conditions in any particular location may require.

Access to adjacent residential, public, and commercial properties shall be provided at all times during the Award period.

The Awardee shall restore to its previous condition as directed by the city any private property, City property, or utilities damaged by his construction. No payment shall be made to the Awardee for any required restoration of private property, City property or utilities, unless otherwise noted.

## **11. SCHEDULE**

The Awardee shall provide to the Inspector a schedule of his or her activities on no greater than a weekly basis. The Awardee shall notify and receive approval by the City of any alterations or deviations in advance of the work being started. The schedule can be handled via fax or e-mail provided that it is accurate and complete. Verbal communication alone of this scheduling will not be acceptable.

## **12. RESTORATION/ PROJECT CLEAN-UP**

The Awardee shall take every precaution to avoid damage to surrounding properties. In the event that the Awardee has caused such damage, he shall repair, replace, and/or make good on any and all claims to the satisfaction of the City and the claimant.

Clean-up on this project is extremely important and the Awardee will be responsible for keeping the work site neat and clean with debris being removed on a daily basis as the work progresses.

If project cleanliness reaches an unacceptable level in the opinion of the City, the City will notify the Awardee in writing. If the Awardee does not act to correct the situation within 24 hours in the case of general cleanliness, the City will call upon outside forces to provide the appropriate services. Cost of all such activities shall be charged to the Awardee.

All debris, trash, sediment shall be picked up, vacuumed, and disposed of properly, not blown out into the waterways, rivers or estuaries. The awardee is required to minimize pollution to the maximum extent practicable.

## **13. NOTICES**

All notices, which shall include demands, instructions, requests, approvals, and claims shall be in writing. Any notice to or demand upon the Awardee shall be sufficiently given if delivered to the office of the Awardee specified in the award (or to such other office as the Awardee may, from time to time, designate to the City in writing), or deposited in the United States Mail, postage-prepaid, mailed first class, registered, or certified mail, or upon delivery to a nationally recognized overnight courier service.

## **14. INVESTIGATION**

Prior to submitting a bid, Bidders shall be responsible for carefully examine the entire service area of the proposed work and adjacent premises and the various means of approach and access to each segment. Bidders shall also make all necessary investigations to inform themselves thoroughly as to the facilities necessary for delivering, placing, and operating the necessary equipment and to overcome all difficulties involved in the completion of all the work specified herein. Failure to so inspect shall preclude the Awardee from complaining of any difficulties encountered in performing the services and in demanding extra compensation for the performance of difficult work.

## **15. USE OF HERBICIDE**

All uses of herbicides shall be pre-approved by the Manager of the Mobility Department. The approval request shall include a data sheet on the chemicals to be used, the intended location of use, and the method of application. The Awardee shall hold currently any and all licenses mandated by the State of Florida, Department of Health and Rehabilitative Services concerning the use and/or application of herbicide and shall provide proof of those licenses before any application takes place.

## **16. BID ITEMS**

The Awardee shall furnish all labor, materials, tools, equipment, supplies, and transportation, and to sustain all the expense incurred in doing the work set forth below. Mobilization of equipment and manpower shall be included in all bid items. No additional payment shall be made for mobilization.

**ITEM 1: Inspection/Report per Outfall**

Bid Item 1 provides for the inspection and reporting of each outfall. The report shall include the following for each outfall:

1. Percent of blockage.
2. Length of pipe/box to be cleaned. Any cleaning in excess of 25 feet of pipe/box shall be noted.
3. Estimate of waste material to be removed.
4. Any damage found.
5. Estimate cost to repair damage.
6. Area of Mangrove Trimming that is required.
7. Verify pipe size and pipe material.
8. Location and Facility ID #.
9. Photographs / Video.

**See Exhibit A** to be filled out for each outfall.

**ITEMS 2 thru 5: Pipe Cleaning – All sizes**

Bid Items 2 thru 5, The Awardee shall remove all dirt, barnacles and foreign materials at the outfall and up to twenty feet of pipe which is impeding the flow of storm water into the waterway. This item includes the use and placing of turbidity barriers. All outfall pipe cleaning shall include cleaning of the headwall structure 24 inches around all pipe sizes.

**See Exhibit B, C, D-1 and D-2** for quantities and locations. Any additional cleaning in excess of the 25 feet of pipe shall be paid under **Item 11 – Contingency Item**.

**ITEM 6: Alluvial Fan Removal**

Bid Item 6 provides for the Awardee to remove sediment build up from the outfalls. This item shall be paid in cubic yards of material removed.

**ITEM 7: Hauling and Disposing of Waste/Vegetation Material**

Bid Item 7 provides for the Awardee to haul away and dispose of all waste and vegetation material from the assigned outfall locations to an approved landfill site or a designated city site. This item includes all costs and incidentals associated with the hauling and disposal of the waste/vegetation material via a watertight truck. Materials removed from the outfalls shall be removed and disposed of according to all local and state regulations.

**ITEM 8: Mangrove Trimming**

Bid Item 8 provides for the Awardee to properly trim mangroves when directed by the City. All tools used for trimming must be clean and free of oils. It is very important the tools are sharp for a clean cut.

**ITEMS 9 and 10: Box Culvert Cleaning – All sizes**

In Bid Items 9 and 10 the Awardee shall remove all dirt and foreign materials at the outfall and up to twenty feet of box culvert. This item includes the use and placing of turbidity barriers. All box culvert outfall cleaning shall include cleaning of the headwall structure 12 inches around all pipe sizes. **See Exhibit E and F** for quantities and locations. Any additional culvert box cleaning required in excess of 25 feet shall be made under **ITEM 11 – Contingency Allowance**.

**ITEM 11: Contingency Allowance**

Items which may be required and deemed to be non-incidental to the above pay items 1 thru 8 shall be identified by the Awardee. Approval for payment from the Contingency Allowance shall be made only at the direction of the City's Project Manager.

## **17. QUANTITY AND PAYMENT**

The quantities specified in the bid proposal are approximate. Payment will be based on actual field measurement agreed to daily by the City and Awardee representative. The Unit Prices shall be full compensation for the Pay Items as described in the General Conditions and the Technical Specifications. No additional payment shall be made for any items necessary for the completion of this bid as detailed in the specifications.

All invoices shall be sent directly to: Mobility Department-Operations, 3802 E. 26<sup>th</sup> Avenue, Tampa, FL 33605

## **18. MONETARY DEDUCTIONS FOR BREACH OR NON-COMPLIANCE**

In the event that the vegetation heights do not meet those specified or that the outfalls have not been sufficiently cleaned, the Awardee shall be notified, in writing, that he/she has three days to bring those outfalls into compliance. Upon re-inspection, if those outfalls are still deficient, the Awardee shall be assessed each day a monetary deduction equal to 20 percent of the unit price of the outfalls until they are brought into compliance.

## **19. RETAINAGE**

Ten percent (10%) retainage shall be held on payments to the Vendor for the value of work done that has been satisfactorily completed on schedule until 50 percent of all services are completed.

After 50 percent completion of all services the amount of retainage withheld shall be reduced to five (5) percent, Provided the work has been satisfactorily completed on schedule.

## **20. CITY PERMITS**

A City of Tampa Right-of-Way Permit is required for work performed within the City of Tampa public rights-of-way. Initial right-of-way permit fees are waived by the City. Right-of-Way Permits will establish the requirements for the closure related to number of lanes and/or time of day lanes or streets may be closed. The Awardee shall adhere to the requirements as described in the permit(s).

The Awardee shall be responsible for obtaining all other applicable City permits for the project.

## **21. MAINTENANCE OF TRAFFIC**

The Awardee shall provide a Maintenance of Traffic (MOT) Plan for the work. The Awardee shall provide, install and maintain all traffic control devices, barricades, warning signs, detour signs, flagmen and any other safety devices that are necessary to protect the public and the workers as required in the FDOT Roadway and Traffic Design Standards, latest revision or as directed by the City of Tampa Permits section. Failure or neglect on the part of the Awardee to comply with this requirement may constitute contract default.

The Awardee shall observe traffic movements through the work site and inspect all traffic control devices on a regular basis to ensure that all devices are properly installed and functioning as intended.

The cost of maintaining traffic shall be included under the various bid items and no additional payment shall be made therefor.

## **22. ACCESS ON PRIVATE PROPERTY**

It may be necessary to access private property for the purposes of outfall maintenance. Awardee must secure permission to access the property by getting the appropriate signature on the "Right of Entry" form **SEE ATTACHED Exhibit H**. The Project Manager will assist in securing permissions. Awardees are strictly prohibited from performing work on private property for parties other than the City while performing work for the City on the same block. Failure to comply may result in termination of this Bid."

## ATTACHMENT A

### GPC LISTING

**City of Plant City**

Purchasing Manager  
Drawer C  
Plant City, FL 33563  
813-659-4270 - Telephone  
813-659-4216 - Fax

**Hillsborough Community College**

39 Columbia Drive  
Tampa, FL 33606  
813-253-7060 – Telephone  
813-253-7561 – Fax

**Tampa Sports Authority**

4201 N. Dale Mabry Highway  
Tampa, FL 33607  
813-673-4300 – Telephone  
813-673-4312 – Fax

**City of Temple Terrace**

P.O. Box 16930  
Temple Terrace, FL 33687  
813-506-6420 – Telephone  
813-989-7185 – Fax

**Hillsborough County Board of County Commissioners**

601 E. Kennedy Blvd., 25th Floor  
Tampa, FL 33601  
Phone: (813) 272-5790  
FAX: (813) 272-6290  
[procurementservices@hillsboroughcounty.org](mailto:procurementservices@hillsboroughcounty.org)

**Tax Collector**

601 E. Kennedy Blvd., 14th Floor  
Tampa, FL 33602  
Phone: (813) 307-6222  
FAX: (813) 307-6521  
[www.hillstax.org](http://www.hillstax.org)

**Clerk of Circuit Court**

601 E. Kennedy Blvd.-13th Floor  
P.O. Box 1110  
Tampa, FL 33601  
Phone: (813) 276-8100 Ext.7721  
FAX: (813) 272-5521  
[www.hillsclerk.com](http://www.hillsclerk.com)

**Hillsborough Co. Sheriff's Office**

P.O. Box 3371  
Tampa, FL 33601  
813-247-8032 – Telephone  
813-242-1825 – Fax

**The Children's Board of Hills. County**

1002 E. Palm Avenue  
Tampa, FL 33605  
Phone: (813) 229-2884  
FAX: (813) 228-8122  
[www.childrensboard.org](http://www.childrensboard.org)

**Tampa-Hillsborough County Expressway Authority**

1104 East Twiggs St. Suite #300  
Tampa, Florida 33602  
813-272-6740 – Telephone  
813-276-2492 – Fax

**State Attorney's Office**

800 E. Kennedy Blvd., 5<sup>th</sup> Floor  
Tampa, FL 33602  
813-272-5400 – Telephone  
813-272-7014 – Fax

**University of South Florida**

Purchasing Services  
4202 E Fowler Ave SVC-1072  
Tampa, FL 33620  
813-971-3340 – Telephone

**Hillsborough Area Regional Transit Authority**

4305 E. 21<sup>st</sup> Street  
Tampa, FL 33605  
813-623-5835 – Telephone  
813-664-1119 – Fax

**Tampa Port Authority**

P.O. Box 2192  
Tampa, FL 33601  
813-905-5164 – Telephone  
813-905-5109 – Fax

**Property Appraiser**

601 E. Kennedy Blvd., 16th Floor  
Tampa, FL 33602  
Phone: (813) 272-6100  
FAX: (813) 272-5519  
[www.hcpafl.org](http://www.hcpafl.org)

**Hillsborough Co. Aviation Authority**

P. O. Box 22287  
Tampa International Airport  
Tampa, FL 33622-2287  
Phone: (813) 870-8730  
FAX: (813) 875-6670  
[www.tampaairport.com](http://www.tampaairport.com)

**Supervisor of Elections**

601 E. Kennedy Blvd., 16th Floor  
Tampa, FL 33602  
Phone: (813) 276-8274  
FAX: (813) 272-7043  
[www.votehillsborough.org](http://www.votehillsborough.org)

**Tampa Palms Community Dev. Dist.**

16311 Tampa Palms Blvd W  
Tampa, FL 33647  
Phone: (813) 977-3933  
Fax: (813) 977-6571  
[www.tpoa.net](http://www.tpoa.net)

**Hillsborough County School Board**

P. O. Box 3408  
Tampa, FL 33601-3408  
Phone: (813) 272-4329  
FAX: (813) 272-4007  
[www.sdhc.k12.fl.us](http://www.sdhc.k12.fl.us)

**City of Tampa Housing Auth.**

1514 Union Street  
Tampa, FL 33607  
813-253-0551 – Telephone  
813-4522 – Fax



## ATTACHMENT B - CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders, must disclose if any elected or appointed officer of the City of Tampa, City of Tampa employee(s), or any immediate family member\* or close personal relation\*\* of an elected or appointed officer of the City of Tampa or City employee(s) is also an owner, corporate officer, agent, employee, stockholder, or has a controlling financial interest\*\*\*, etc., of their business.

*\*Immediate family* means spouse, parents and children of the person involved.

*\*\*Close personal relationship* means dating, cohabitation, and/or having an intimate sexual relationship. Dating includes but is not limited to casual dating, serious dating, or casual sexual involvement where the parties have no intention of carrying on a long-term relationship, cohabitation, and any other conduct or behavior normally associated with romantic or sexual relationships. This definition applies regardless of the sexual orientation of the employees involved. Persons involved in a close personal relationship shall be referred to as a "close personal relation."

*\*\*\*Controlling financial interest* means ownership, directly or indirectly, to ten (10) percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten (10) percent or more in a firm, partnership, or other business entity or such other interest or position in a business entity sufficient to allow him or her to control its operations.

Indicate either "yes" (a City employee, elected or appointed official is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES \_\_\_\_\_ NO \_\_\_\_\_

NAME(S) / POSITION(S)

---

---

---

---

FIRM NAME: \_\_\_\_\_

BY (PRINTED NAME): \_\_\_\_\_

BY (SIGNATURE): \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT C - PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION**

As a Bidder, any document you submit to the City of Tampa may be public record and be open for personal inspection or copying by any person. In Florida "public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. Please designate what portion of your bid, if any, qualifies to be exempt from inspection and copying:

**Note:** Execute either section I. or II., but not both; Bidder may not modify language.  
Information regarding the Florida Public Records Law can be located in the ITB in the General Conditions.

**I. NO EXEMPTION FROM PUBLIC RECORDS LAW**

No part of the bid submitted is exempt from disclosure under the Florida public records law, Ch. 119, F.S.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

**II. EXEMPTION FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND THE CITY OF TAMPA**

The following parts of the bid submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and statutory citation):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By claiming that parts of the bid are exempt from the public records law, the undersigned Bidder agrees to protect, defend, indemnify, and hold the City of Tampa, its officers, employees, and agents free and harmless from and against any and all claims arising out of a request to inspect or copy the bid. The undersigned Bidder agrees to investigate, handle respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the City of Tampa and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

## ATTACHMENT D

### Occupational Safety and Health Administration Hazard Communication Safety Data Sheets

The Hazard Communication Standard (HCS) requires chemical manufacturers, distributors, or importers to provide Safety Data Sheets (SDSs) (formerly known as Material Safety Data Sheets or MSDSs) to communicate the hazards of hazardous chemical products. As of June 1, 2015, the HCS will require new SDSs to be in a uniform format, and include the section numbers, the headings, and associated information under the headings below:

**Section 1, Identification:** Includes product identifier; manufacturer or distributor name, address, phone number; emergency phone number; recommended use; restrictions on use.

**Section 2, Hazard(s) identification:** Includes all hazards regarding the chemical; required label elements.

**Section 3, Composition/information on ingredients:** Includes information on chemical ingredients; trade secret claims.

**Section 4, First-aid measures:** Includes important symptoms/effects, acute, delayed; required treatment.

**Section 5, Fire-fighting measures:** Lists suitable extinguishing techniques, equipment; chemical hazards from fire.

**Section 6, Accidental release measures:** Lists emergency procedures; protective equipment; proper methods of containment and cleanup.

**Section 7, Handling, and storage:** Lists precautions for safe handling and storage, including incompatibilities.

**Section 8, Exposure controls/personal protection:** Lists OSHA's Permissible Exposure Limits (PELs); ACGIH Threshold Limit Values (TLVs); and any other exposure limit used or recommended by the chemical manufacturer, importer, or employer preparing the SDS where available as well as appropriate engineering controls; personal protective equipment (PPE).

**Section 9, Physical and chemical properties:** Lists the chemical's characteristics.

**Section 10, Stability, and reactivity:** Lists chemical stability and possibility of hazardous reactions.

**Section 11, Toxicological information:** Includes routes of exposure; related symptoms, acute and chronic effects; numerical measures of toxicity.

**Section 12, Ecological information\*:** Ecotoxicity (aquatic and terrestrial, where available); Persistence and degradability; Bioaccumulative potential; Mobility in soil; other adverse effects (such as hazardous to the ozone layer).

**Section 13, Disposal considerations\*:** Description of waste residues and information on their safe handling and methods of disposal, including the disposal of any contaminated packaging.

**Section 14, Transport information\*:** UN number and shipping name; Transport hazard class(es); Packing group, if applicable; Environmental hazards (e.g., Marine pollutant (Yes/No)); Transport in bulk (according to Annex II of MARPOL 73/78 and the IBC Code); Other Special precautions which a user needs to be aware of, or needs to comply with, in connection with transport or conveyance either within or outside their premises.

**Section 15, Regulatory information\*:** Safety, health, and environmental regulations specific for the product(s) in question.

**Section 16, Other information:** Includes the date of preparation or last revision.

**\*Note:** Since other Agencies regulate this information, OSHA will not be enforcing Sections 12 through 15(29 CFR 1910.1200(g)(2)).

**For detailed information on each Section listed above please visit:** <https://www.osha.gov/dsg/hazcom/hazcom-appendix-d.html>

## **BIDDER'S AFFIDAVIT**

Before me, the undersigned authority who is duly authorized by law to administer oaths and take acknowledgements, personally appeared

---

AFFIANT'S NAME

Who, after being duly cautioned and sworn, and being fully aware of the penalties of perjury, does hereby depose and declare, on his own behalf or as a representative on behalf of a partnership or corporation, or other entity that is the Bidder in the matter at hand, as follows:

1. That the Bidder, if a natural person, is of lawful age.
2. That if the Bidder is a partnership, or a corporation, or other legal person or entity recognized in the State of Florida, it has complied with all laws and ordinances governing the formation and continued existence of such entities, including but not limited to, if a Florida corporation, to the filing of its Articles of Incorporation with the Florida Secretary of State and if a corporation incorporated under the laws of a state other than Florida, that it is duly authorized to do business in the State of Florida; that it is currently an active corporation or entity fully authorized to do business; and that the undersigned is representative of the corporation or entity authorized to make this affirmation and declaration and who has the power to bind said corporation or entity.
3. That if the Bidder is operating under a fictitious name, Bidder has currently complied with and any and all laws and procedures governing the operation of businesses under fictitious names in the State of Florida;
4. That the Bidder has not submitted a rigged Bid, nor engaged in collusive bidding, or a collusive bidding arrangement, or fraudulent bidding, or entered into a conspiracy in connection with this bid with any other natural person, partnership, corporation or other entity making a bid for the same purpose. The Bidder has not entered into any understanding or agreement with any other person or entity where one or more such persons or entities agrees not to bid or fixing the prices to be bid.
5. In the event that the City determines that the Bidder has participated in any collusive, deceptive, or fraudulent practices in derogation of the statements in this Affidavit the City, in addition to any other remedy it may exercise, will have the right to debar the Bidder. The contract let under such circumstances shall be deemed invalid.
6. That the Bidder is not in arrears to the City of Tampa upon debt or contract and is not in default, as surety or otherwise, of any obligation to the City, Hillsborough County, or the State of Florida
7. That no officer or employee of the City, either individually or through any firm, corporation, or business of which he/she is a stockholder or holds office, shall receive any substantial benefit, or profit out of the contract or award to this Bidder; nor does the Bidder know of any City officer or employee having any financial interest in assisting the Bidder to obtain, or in any other way effecting, the award of the contract to this Bidder.
8. That, by submitting this bid, the Bidder certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.
9. That, by submitting this Bid, Affiant certifies compliance with Section 287.135, Florida Statutes and for contracts for goods or services of \$1 million or more, that the Bidder is not on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria, and that for contracts for goods or services of any amount, that the Bidder is not on the Scrutinized Companies that Boycott Israel List, and is not engaged in a boycott of Israel. Affiant understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject Bidder to civil penalties, attorney's fees, other costs, and termination of any contract that is awarded.

The bid documents contain a General Conditions Section and may, in most cases, contain a Technical Specification Section. General Conditions contain general requirements and Technical Specifications detail the scope of the goods and/or services requested. The Technical Specifications shall always govern whenever there appears to be a conflict.

The Bidder shall comply with the applicable requirements of Federal and state laws, all Codes and Ordinances of the City of Tampa as amended from time to time and any applicable professional regulations.

FURTHER AFFIANT SAYETH NOT.

Bidder: Complete the applicable acknowledgement for an Individual Acting in His/Her Own Right or an Entity (by type):

**FOR AN INDIVIDUAL ACTING IN HIS/HER OWN RIGHT**

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced identification and who did (did not) take an oath.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Signature of Affiant

Notary Public  
State of: \_\_\_\_\_  
My Commission  
Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped  
Commissioned name of notary public

\_\_\_\_\_  
Printed or typed name of Affiant

**FOR AN ENTITY**

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, of \_\_\_\_\_ a ☐ Partnership, ☐ Joint Venture, ☐ Corporation, ☐ Limited Liability Company (LLC) or ☐ Other \_\_\_\_\_, on behalf of such entity. Such individual is personally known to me or has produced identification.

Type of identification produced: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Signature of Affiant

Notary Public  
State of: \_\_\_\_\_  
My Commission  
Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped  
Commissioned name of notary public

\_\_\_\_\_  
Printed or typed name of Affiant

**BIDDER SUBMITTAL CHECKLIST  
BID DOCUMENTS TO BE RETURNED**

BID #: <b>101100422</b>	
BID TITLE: <b>OUTFALL MAINTENANCE SERVICES</b>	
<b>THE FOLLOWING FORMS MUST BE INCLUDED IN BID PACKAGE PLEASE ACKNOWLEDGE BY ANSWERING "YES"</b>	
	<b>YES</b>
Did you sign your bid? *	<input type="checkbox"/>
Did you sign and complete MBD Forms 10 and 20? *	<input type="checkbox"/>
Did you fully complete the price proposal /bid response page? *	<input type="checkbox"/>
Did you complete the Bidder's Affidavit and associated notarized form? *	<input type="checkbox"/>
If an addendum has been issued that changed the Bid Response Page(s), did you provide pricing on the pages marked "Addendum"?*	<input type="checkbox"/>
Did you complete Attachment B – Conflict of Interest Disclosure Form?	<input type="checkbox"/>
Did you complete Attachment C – Public Records Declaration or Claim of Exemption?	<input type="checkbox"/>
Did you include evidence of permanent place(s) of business, having adequate equipment, finances, and personnel as per the Technical Specifications, Section 10. Bidder Requirements and Submittals?	<input type="checkbox"/>

**\* Failure to submit these forms shall result in your bid being deemed as "non-responsive".**

**Requested Voluntary Information Regarding  
Bidder's Initial Employment Application Content**

The Bidder's own initial application for employment has criminal history screening practices similar in nature to the practices contained in Chapter 12, Article VI – Criminal History Screening Practices, City of Tampa Code of Ordinances. *(Responses, whether "Yes" or "No", are for informational purposes only and will not be used as a basis of award or denial, nor as a basis for any protest):* ☐ Yes ☐ No

Firm Name: \_\_\_\_\_

Authorized signature: \_\_\_\_\_ Date: \_\_\_\_\_

**BID RESPONSE FOR  
OUTFALL MAINTENANCE SERVICES**

*Please Print or Type*

We the undersigned, as Bidders, hereby declare that we have carefully read this bid and the provisions, terms and conditions concerning the equipment, materials, supplies or services as called for, and with full knowledge and understanding of the requirements and conditions, do hereby agree to furnish and to deliver as indicated, FOB, City Facility Location, with all transportation charges prepaid, and for the prices quoted thereon as follows.

Firm Name: \_\_\_\_\_

Authorized Representative's Name: \_\_\_\_\_

Authorized Representative's Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

Federal I.D. #: \_\_\_\_\_

Type Organization:      ☐ Individual    ☐ Small Business      ☐ Non-Profit    ☐ LLC  
                                 ☐ Partnership    ☐ Corporation              ☐ Joint Venture

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the State of Florida:  
☐ Yes    ☐ No    License # \_\_\_\_\_

Minority Business Status:      ☐ Black              ☐ Hispanic              ☐ Woman      ☐ Other

Is your business certified as a minority business with any government agency? ☐ Yes ☐ No. If yes, please list below:

Agency Name	Certification Number	Expiration Date
_____	_____	_____
_____	_____	_____

**Sub-Contracting Submittals required: Forms MBD-10, MBD-20 must be submitted with the bid.**

**By signing this bid the Bidder complies with all of the requirements of the bid including but not limited to Communication Policy and City of Tampa Ethics Code contained in Section 4 of the GENERAL CONDITIONS.**

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_







## Page 2 of 4 – DMI Solicited/Utilized

### Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) Solicited Form (Form MBD-10)

**This form must be submitted with all bids.** All subcontractors (regardless of ownership or size) solicited and subcontractors from whom unsolicited quotations were received must be included on this form. The instructions that follow correspond to the headings on the form required to be completed. **Note:** Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

- **Contract No.** This is the number assigned by the City of Tampa for the bid.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID. FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Firms were contacted or solicited for this contract.** Checking the box indicates that a pre-determined Subcontract Goal or Participation Plan Requirement was not set by the City resulting in your business not using subcontractors and will self-perform all work. If during the performance of the contract you employ subcontractors, the City must pre-approve subcontractors. Use of the “Sub-(Contractors/Consultants/Suppliers) Payments” form (MBD Form-30) must be submitted with every pay application and invoice. **Note:** Certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors.
- **No Firms were contacted because.** Provide brief explanation why no firms were contacted or solicited.
- **See attached documents.** Check box, if after you have completed the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the form. All DMI data not submitted on the MBD Form-10 must be in the same format and have all requested data from MBD Form-10 included.

The following instructions are for information of any and all subcontractors solicited.

- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as either Women/Minority Business Enterprise; **“O” = Non-certified others.**
- **Federal ID. FIN.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification and payment of the contractor/subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials** indicate the trade, service, or materials provided by the subcontractor. NIGP codes aka “National Institute of Governmental Purchasing” are listed at top section of document.
- **Contact Method L=letter, F=fax, E=Email, P=Phone.** Indicate with letter the method(s) of soliciting for bid.
- **Quote or Resp. (response) Rec’d (received) Y/N.** Indicate “Y” Yes if you received a quotation or if you received a response to your solicitation. Indicate “N” No if you received no response to your solicitation from the subcontractor. Must keep records: log, ledger, documentation, etc. that can validate/verify.

**For additional information can be found on the Equal Business Opportunity (EBO) Office website at:**  
<http://www.tampagov.net/ebo>

**Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid Non-Responsive**

**Page 3 of 4 – DMI Solicited/Utilized Schedules**  
**City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers)**  
*(FORM MBD-20)*

Contract No: **22-P-01007** Contract Name: **OUTFALL MAINTENANCE SERVICES, BID #101100422**

Company Name: \_\_\_\_\_ Address: \_\_\_\_\_

Federal ID: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Check applicable box(es). Detailed Instructions for completing this form are on page 4 of 4.

☐ See attached list of additional Firms Utilized and all supplemental information (List must comply to this form)

**Note: Form MBD-20 must list ALL subcontractors To-Be-Utilized including Non-minority/small businesses**

**[ ] No Subcontracting/consulting (of any kind) will be performed on this contract.**

☐ No Firms are listed to be utilized because: \_\_\_\_\_

NIGP Code General Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

Enter "S" for firms Certified as Small Local Business Enterprises, "W" for firms Certified as Women/Minority Business Enterprise, "O" for Other Non-Certified

[illegible]

**Total ALL Subcontract / Supplier Utilization \$**

**Total SLBE Utilization \$** \_\_\_\_\_

**Total WMBE Utilization \$** \_\_\_\_\_

Percent SLBE Utilization of Total Bid Amt.	%	Percent WMBE Utilization of Total Bid Amt.	%
100	100	100	100
90	90	90	90
80	80	80	80
70	70	70	70
60	60	60	60
50	50	50	50
40	40	40	40
30	30	30	30
20	20	20	20
10	10	10	10
0	0	0	0

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this Contract.

Signed: \_\_\_\_\_ Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid Non-Responsive**  
**Forms must be included with Bid**



## Page 4 of 4 DMI – Solicited/**Utilized**

### Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) to be Utilized Form (Form MBD-20)

**This form must be submitted with all bids. All subcontractors (regardless of ownership or size) projected to be utilized must be included on this form.** Note: Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

**Contract No.** This is the number assigned by the City of Tampa for the bid.

- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID.** FIN. A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Subcontracting/consulting (of any kind) will be performed on this contract.** Checking box indicates your business will not use subcontractors when no Subcontract Goal or Participation Plan Requirement was set by the City but will self-perform all work. When subcontractors are utilized during the performance of the contract, the “Sub-(Contractors/Consultants/Suppliers) Payments” form (MBD Form-30) must be submitted with every pay application and invoice. Note: certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors, including completion and submitting Form-10 and Form-20.
- **No Firms listed To-Be-Utilized.** Check box; provide brief explanation why no firms were retained when a goal or participation plan requirement was set on the contract. Note: mandatory compliance with Good Faith Effort outreach (GFECF) requirements applies (MBD Form-50) and supporting documentation must accompany the bid.
- **See attached documents.** Check box, if after completing the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the scope/value/percent utilization of subcontractors. Reproduce copies of MBD-20 and attach. All data not submitted on duplicate forms must be in the same format and content as specified in these instructions.

The following instructions are for information of Any and All subcontractors To Be Utilized.

- **Federal ID.** FIN. A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as Women/Minority Business Enterprise; **“O” = Non-certified others.**
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials (NIGP code if Known)** Indicate the trade, service, or material provided by the subcontractor. Abbreviated list of NIGP is available at <http://www.tampagov.net/mbd> “Information Resources”.
- **Amount of Quote, Letters of Intent** (required for both SLBEs and WMBEs).
- **Percent of Work/Contract.** Indicate the percent of the total contract price the subcontract(s) represent. For CCNA only (i.e., Consultant A/E Services) you must indicate subcontracts as percent of total scope/contract.
- **Total Subcontract/Supplier Utilization.** – Provide total dollar amount of all subcontractors/suppliers projected to be used for the contract. (Dollar amounts may be optional in CCNA depending on solicitation format).
- **Total SLBE Utilization.** Provide total dollar amount for all projected SLBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Total WMBE Utilization.** Provide total dollar amount for all projected WMBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Percent SLBE Utilization.** Total amount allocated to SLBEs divided by the total bid/proposal amount.
- **Percent WMBE Utilization.** Total amount allocated to WMBEs divided by the total bid/proposal amount.

For additional information can be found on the Equal Business Opportunity (EBO) Office website at: <http://www.tampagov.net/ebo>



# City of Tampa – DMI Sub-(Contractors/Consultants/Suppliers) Payments [ ] Partial [ ] Final

Contract No.: 22-P-01007 WO#,(if any)\_\_\_\_\_ Contract Name: **OUTFALL MAINTENANCE SERVICE, BID# 101100422**

Contractor Name: \_\_\_\_\_ Address \_\_\_\_\_  
 Federal ID \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_  
 GC Pay Period \_\_\_\_\_ Payment Request/Invoice Number: \_\_\_\_\_ City Department: \_\_\_\_\_  
 Total Amount Requested for pay period: \_\_\_\_\_ Total Contract Amount(including change orders): \_\_\_\_\_  
 \-Type of Ownership - (F=Female M=Male), BF BM = African Am., HF HM = Hispanic Am., AF AM = Asian Am., NF NM = Native Am., CF CM = Caucasian S = SLBE

Type	Company Name Address Phone & Fax	Total Subcontract Or PO Amount	Amount Paid To Date	Amount To Be Paid For This Period
Trade/Work Activity			Amount Pending Previously Reported	Sub Pay Period Ending Date
[ ]Sub [ ]Supplier				
Federal ID				
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

Certification: I hereby certify that the above information is a true and accurate account of payments to subcontractors/consultants on this contract.

Signed \_\_\_\_\_ Name/Title \_\_\_\_\_ Date: \_\_\_\_\_

**(Modifying This Form or Failure to Complete and Sign May Result in Non-Compliance)**

DMI form 30 (rev. 03/12/10) Pg \_\_\_ of \_\_\_

[ ] See attached for additional information.

**Instructions for completing The DMI Sub-(Contractors/Consultants/ Suppliers) Payment Form  
(Form MBD-30)**

This form must be submitted with all invoicing or payment requests where there has been subcontracting rendered for the pay period. If applicable, after payment has been made to the subcontractor, “Waiver and Release of Lien upon Progress Payment”, “Affidavit of Contractor in Connection with Final Payment”, or an affidavit of payment must be submitted with the amount paid for the pay period. The following will detail what data is required for this form. The instructions that directly follow are for the form heading information pertaining to the project and prime. **(Modifying or omitted information from this form may result in non-compliance.)**

**Contract No.** This is the number assigned by the City of Tampa for the bid.

**W.O.#** If the report covers a work order number (W.O.#) for the contract, please indicate it in that space.

**Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid.

**Contractor Name.** The name of your business.

**Address.** The physical address of your business.

**Federal ID.** A number assigned to a business for tax reporting purposes.

**Phone.** Telephone number to contact business.

**Fax.** Fax number for business.

**Email.** Provide email address for electronic correspondence.

**Pay Period.** Provide start and finish dates for pay period. (e.g. 05/01/07 – 05/31/07)

**Payment Request/Invoice Number.** Provide sequence number for payment requests. (ex. Payment one, write 1 in space, payment three, write 3 in space provided.)

**City Department.** The City of Tampa department to which the contract pertains.

**Total Amount Requested for pay period.** Provide all dollars you are expecting to receive for the pay period.

**Total Contract Amount (including change orders).** Provide expected total contract amount. This includes any change orders that may increase or decrease the original contract amount.

**Signed/Name/Title/Date.** This is your certification that the information provided on the form is accurate.

**See attached documents.** Check if you have provided any additional documentation relating to the payment data. Located at the bottom middle of the form.

**Partial Payment.** Check if the payment period is a partial payment, not a final payment. Located at the top right of the form.

**Final Payment.** Check if this period is the final payment period. Located at the top right of the form.

The following instructions are for information of any and all subcontractors used for the pay period.

**(Type) of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business or SLBE.

**Trade/Work Activity.** Indicate the trade, service, or material provided by the subcontractor.

**SubContractor/SubConsultant/Supplier.** Please indicate status of firm on this contract.

**Federal ID.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.

**Company Name, Address, Phone & Fax.** Provide company information for verification of payments.

**Total Subcontract Amount.** Provide total amount of subcontract for subcontractor including change orders.

**Amount Paid To Date.** Indicate all dollars paid to date for the subcontractor.

**Amount Pending, Previously Reported.** Indicate any amount previously reported that payments are pending.

**Amount To Be Paid for this Period.** Provide dollar amount of dollars requested for the pay period.

**Sub Pay Period Ending Date.** Provide date for which subcontractor invoiced performed work.

*Forms must be signed and dated or will be considered incomplete. The company authorized representative must sign and certify the information is true and accurate. Failure to sign this document or return the document unsigned can be cause for determining a company is in non-compliance of City of Tampa Ordinance Chapter 26.5.*

**For additional information can be found on the Equal Business Opportunity (EBO) Office website at:**

<http://www.tampagov.net/ebo>

# Procurement Guidelines To Implement Minority & Small Business Participation

## Underutilized WMBE Primes by Industry Category

FORMAL PROCUREMENT	Construction	Construction- Related	Professional	Non-Professional	Goods
	Black	Asian	Black	Black	Black
	Hispanic	Native Am.	Hispanic	Asian	Hispanic
	Native Am.	Woman	Asian	Native Am.	Asian
	Woman		Native Am.		Native Am.
			Woman		Woman

## Underutilized WMBE Sub-Contractors / Sub-Consultants

SUB WORK	Construction	Construction- Related	Professional	Non-Professional	Goods
	Black	Black	Black	Black	Black
		Asian	Hispanic	Asian	Asian
		Native Am.	Asian	Native Am.	Native Am.
		Woman	Native Am.		Woman
			Woman		

### Policy

The Guidelines apply to formal procurements and solicitations. WMBE participation will be narrowly-tailored.

### Index

- Black = Black/African-American Business Enterprise
- Hispanic = Hispanic Business Enterprise
- Asian = Asian Business Enterprise
- Native Am. = Native American Business Enterprise
- Woman = Woman Business Enterprise (Caucasian)

### Industry Categories

**Construction** is defined as: new construction, renovation, restoration, maintenance of public improvements and underground utilities.

**Construction-Related Services** are defined as: architecture, professional engineering, landscape architecture, design build, construction management services, or registered surveying and mapping.

**Professional Services** are defined as: attorney, accountant, medical doctor, veterinarian, miscellaneous consultant, etc.

**Non-Professional Services** are defined as: lawn maintenance, painting, janitorial, printing, hauling, security guard, etc.

**Goods** are defined as: all supplies, materials, pipes, equipment, machinery, appliances, and other commodities.

## EXHIBIT 1 - CITY OF TAMPA INSURANCE REQUIREMENTS

Prior to commencing any work or services or taking occupancy under that certain written agreement or award (for purposes of this document, Agreement) between the City of Tampa, Florida (City) and Firm/Awardee/Successful Proposer/Contractor/Consultant/Lessee/non-City party, etc. (for purposes of this document, Firm) to which this document is attached and incorporated as an Exhibit or otherwise, and continuing during the term of said Agreement (or longer if the Agreement and/or this document so requires), Firm shall provide, pay for, and maintain insurance against claims which may arise from or in connection with the performance of the Agreement (including without limitation occupancy and/or use of certain property/premises) by Firm, its agents, representatives, employees, suppliers, subtenants, or subcontractors (which term includes sub-consultants, as applicable) of any tier subject to the terms and conditions of this document. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without any obligation or waiver of its rights) may terminate the Agreement. All provisions intended to survive or to be performed subsequent to the expiration or termination of the Agreement shall survive, including without limitation Firm's obligation to maintain or renew coverage, provide evidence of coverage and certified copies of policies, etc. upon City's request and/or in response to a potential claim, litigation, etc.

**The following coverages are required:** ("M" indicates million(s), for example \$1M is \$1,000,000)

**A. Commercial General Liability (CGL) Insurance** on the most current Insurance Services Office (ISO) Form CG 00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily, personal, and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and completed operations liability coverage maintained for at least 3 years after completion of work. **Limits shall not be less than \$1M per occurrence and \$2M general aggregate for Agreements valued at \$2M or less; if valued over \$2M, a general aggregate limit that equals or exceeds the Agreement's value.** If a general aggregate limit applies, it shall apply separately to the project/location (ISO CG 25 03 or 25 04 or equivalent).

**B. Automobile Liability (AL) Insurance** in accordance with Florida law, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. **AL insurance shall not be less than: (a) \$500,000 combined single limit each occurrence bodily injury and property damage for Agreements valued at \$100,000 or less or (b) \$1M combined single limit each occurrence bodily injury and property damage for Agreements valued over \$100,000.** If transportation of hazardous material involved, the MCS-90 endorsement (or equivalent).

**C. Worker's Compensation (WC) & Employer's Liability Insurance** for all employees engaged under the Agreement, Worker's Compensation as required by Florida law. **Employer's Liability with minimum limits of (a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for Agreements valued at \$100,000 and under or (b) \$1M bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each for all other Agreements.**

**D. Excess (Umbrella) Liability Insurance** for Agreements valued at \$2M or more, at least \$4M per occurrence in excess of underlying limits and no more restrictive than underlying coverage for all work performed by Firm. May also compensate for a deficiency in CGL, AL, or WC.

**Firm affirmatively states that the insurance requirements as set forth above are of adequate types and amounts of insurance coverage for any type of claim/loss for the proposed work or services.**

**ACCEPTABILITY OF INSURERS** - Insurance is to be placed with insurers admitted in the State of Florida and who have a current A.M. Best rating of no less than **A-:VII** or, if not rated by A.M. Best, as otherwise approved by the City in advance and in writing.

**ADDITIONAL INSURED** - City, its elected officials, departments, officers, officials, and employees shall be covered as additional insureds on all liability coverage (e.g., CGL, AL, and Excess (Umbrella) Liability) as to liability arising out of work or operations performed by or on behalf of Firm including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Firm. Coverage can be provided in the



form of an endorsement to Firm's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 10 20, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 if later revisions used).

**CANCELLATION/NON-RENEWAL** – Each insurance policy shall provide that at least 30 days written notice must be given to City of any cancellation, intent to non-renew, or material reduction in coverage (except aggregate liability limits) and at least 10 days' notice for non-payment of premium. Firm shall also have an independent duty to notify City in like manner, within 5 business days of Firm's receipt from its insurer of any notices of same. If any policy's aggregate limit is reduced, Firm shall directly take steps to have it reinstated. Notice and proof of renewal/continued coverage/certifications, etc. shall be sent to the City's notice (or Award contact) address as stated in the Agreement with a copy to the following: ☒ Purchasing Department, 306 E Jackson Street, Tampa, FL 33602

☒ Other: City of Tampa Insurance Compliance c/o Ebix BPO, PO Box 100085- ZS, Duluth, GA 30096

**CERTIFICATE OF INSURANCE (COI) AND ENDORSEMENTS** – to be provided to City by insurance carrier prior to Firm beginning any work/services or taking occupancy and, if the insurance expires prior to completion of the work or services or Agreement term (as may be extended), a renewal COI at least 30 days before expiration to the above address(es). COIs shall specifically identify the Agreement and its subject (project, lease, etc.), shall be sufficiently comprehensive to ensure City (named as additional insured) and Firm and to certify that coverage extends to subcontractors' acts or omissions, and as to permit the City to determine the required coverages are in place without the responsibility of examining individual policies. **Certificate Holder must be The City of Tampa, Florida.**

**CLAIMS MADE** – If any liability insurance is issued on a claims made form, Firm agrees to maintain such coverage uninterrupted for at least 3 years following completion and acceptance of the work either through purchase of an extended reporting provision or purchase of successive renewals. The Retroactive Date must be shown and be a date not later than the earlier of the Agreement date or the date performance/occupancy began thereunder.

**DEDUCTIBLES/ SELF-INSURED RETENTIONS (SIR)** – must be disclosed to City and, if over \$500,000, approved by the City in advance and in writing, including at City's option being guaranteed, reduced, or eliminated (additionally if an SIR provides a financial guarantee guaranteeing payment of losses and related investigations, claim administration, and defense expenses). Firm shall be fully responsible for any deductible or SIR (without limiting the foregoing a policy with an SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the City or named insured). In the event of loss which would have been covered but for a deductible or SIR, City may withhold from any payment due Firm, under any agreement with the City, an amount equal to same to cover such loss should full recovery not be obtained under the policy.

**PERFORMANCE** – All insurance policies shall be fully performable in Hillsborough County, Florida (the County), and construed in accordance with Florida law. Further, all insurance policies must expressly state that the insurance company will accept service of process in the County and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court of the County.

**PRIMARY POLICIES** - Firm's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as to the City, its elected officials, departments, officers, and employees. Any insurance or self-insurance maintained by the City, its elected officials, departments, officers, and employees shall be excess of the Firm's insurance and shall not contribute with it.

**UNAVAILABILITY** – To the fullest extent permitted by law, if Firm is out of business or otherwise unavailable at the time a claim is presented to City, Firm hereby assigns to the City all of its right, title and interest (but not any liabilities or obligations) under any applicable policies of insurance.

**WAIVER OF SUBROGATION** – With regard to any policy of insurance that would pay third party losses, Firm hereby grants City a waiver of any right to subrogation which any insurer of Firm may acquire against the City by virtue of the payment of any loss under such insurance. Firm agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

**REVISED 6/08/2021**



**EXHIBIT A**  
**City of Tampa**  
**Mobility Department**  
**Outfall Inspection/Maintenance Form**

Name of Company: \_\_\_\_\_ Name of Inspector: \_\_\_\_\_.

Inspection Date:

Inspection Time:

Water or Tide Level:

Outfall Location and Facility ID#:

Pipe Size and Material: \_\_\_\_\_ Percentage of Pipe Blockage:

TYPE OF BLOCKAGE: Barnacle Blockage: \_\_\_\_\_ Vegetation Blockage:

Sediment Build up / Alluvial Fan Blockage:

Misc. Blockage:

Headwall or Pipe Damage \_\_\_\_\_ Photographs/Video:

Pollution Control Devices:

Comments:

Estimated Material Removed: \_\_\_\_\_ Estimated Vegetation Removed:

Estimated Cleaning: \_\_\_\_\_ Estimated Repairs:

Comments:

Actual Material Removed: \_\_\_\_\_ Actual Vegetation Removed:

Actual Cleaning: \_\_\_\_\_ Actual Repairs:

Length of Pipe Cleaned: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_ On Street:

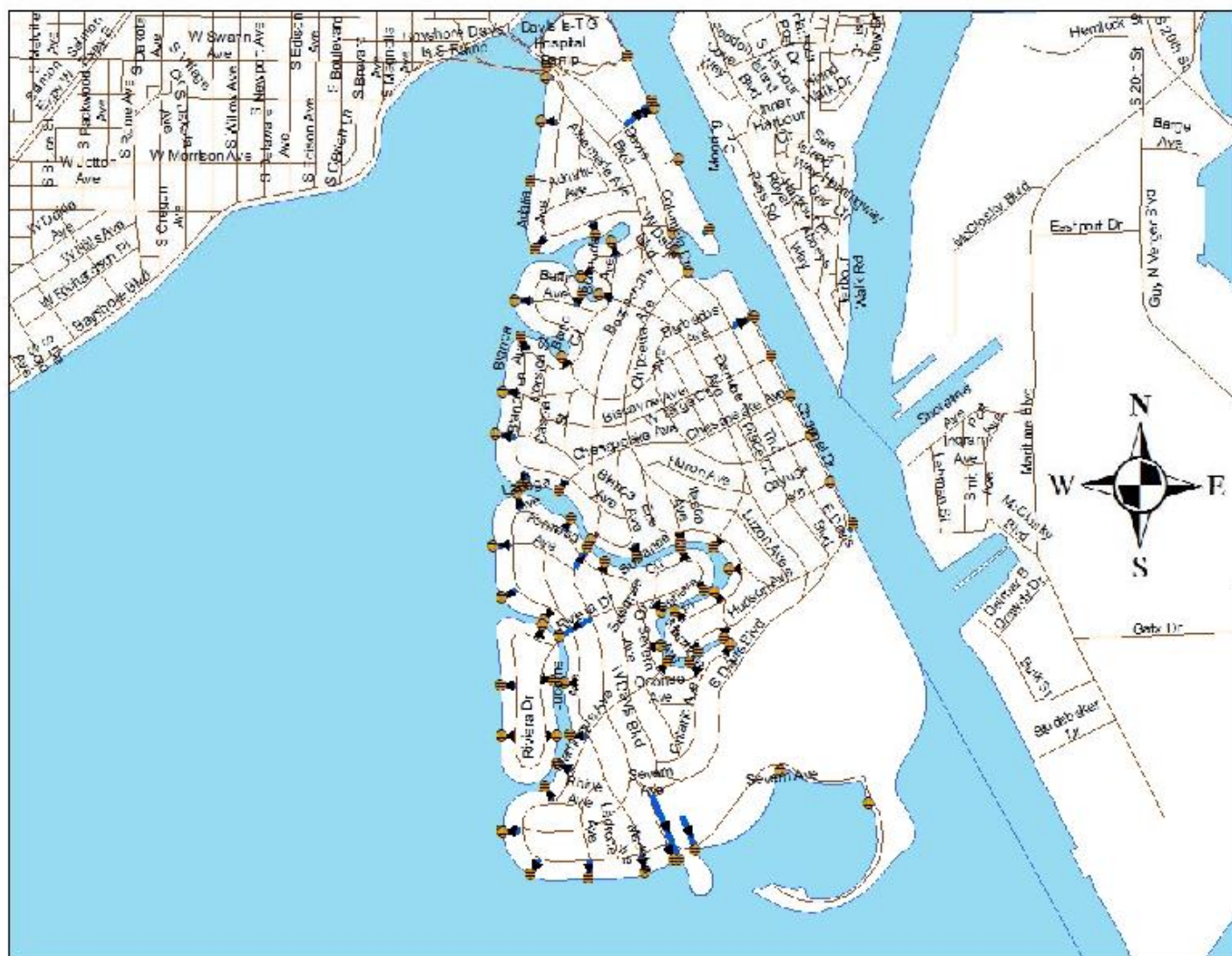
Pollution Control Devices Removed:

Comments:

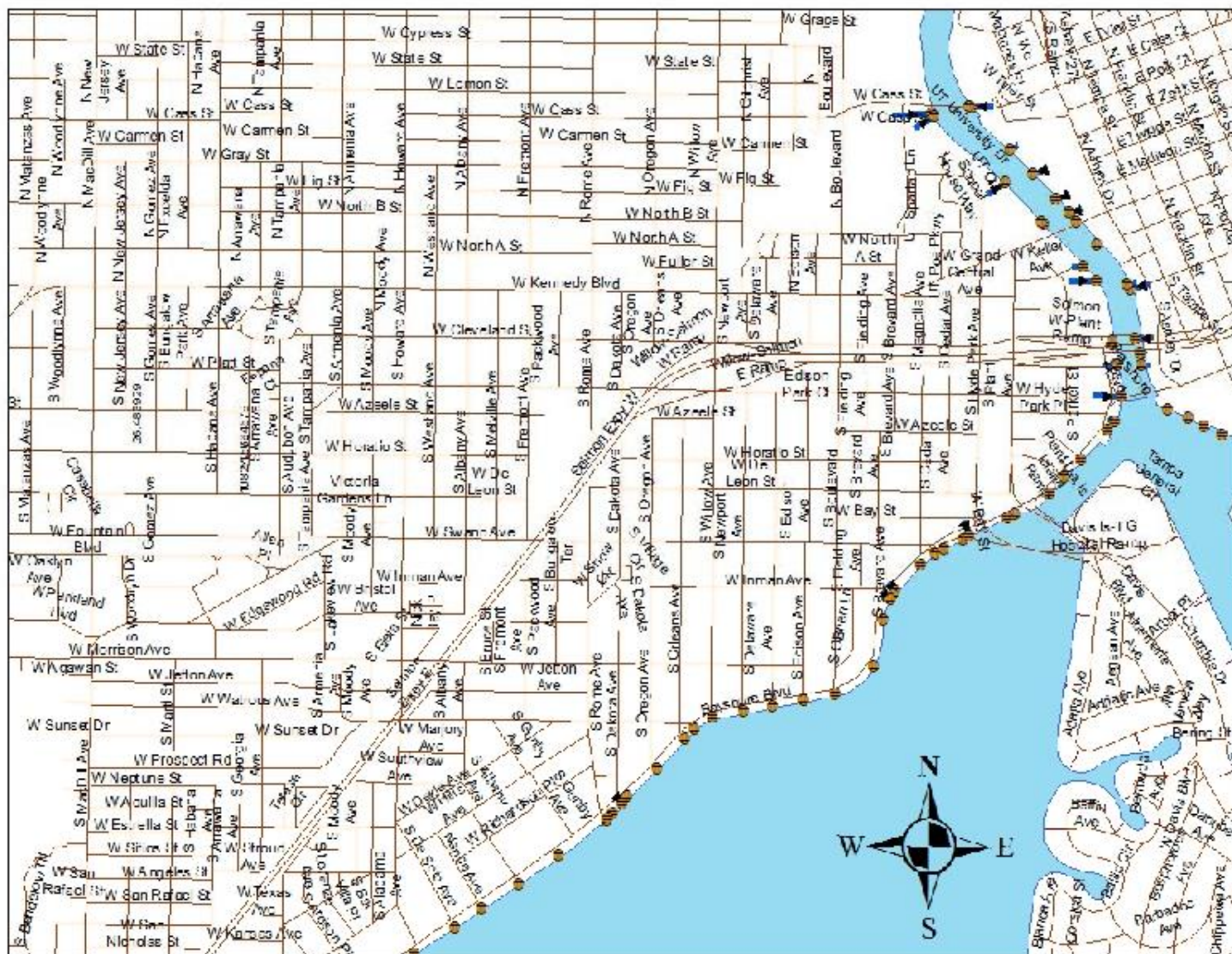
**EXHIBIT B**  
**OUTFALL PIPE SIZES/QUANTITIES ON DAVIS ISLANDS AND BAYSHORE BLVD**

OUTFALL PIPE SIZES/QUANTITIES ON DAVIS ISLANDS AND BAYSHORE				
Bid Item	Pipe Size	Davis Island Count	Bayshore Count	TOTAL
	0	1	4	
	4	1	0	
	10	5	0	
	12	12	0	
	14	3	0	
	15	25	9	
	16	3	0	
	18	7	43	
	19x30	0	1	
	21	2	0	
	22	1	0	
	24	6	27	
2	0" to 24"	66	84	150
	30	4	11	
	36	3	16	
3	25" to 36"	7	27	34
	38x53	0	1	
	38x60	0	2	
	42	0	1	
	48	2	2	
4	37"to 48"	2	6	8
	54	0	1	
	72	0	1	
5	49" to 72"	0	2	2

**EXHIBIT C**  
**DAVIS ISLANDS – OUTFALL LOCATIONS**

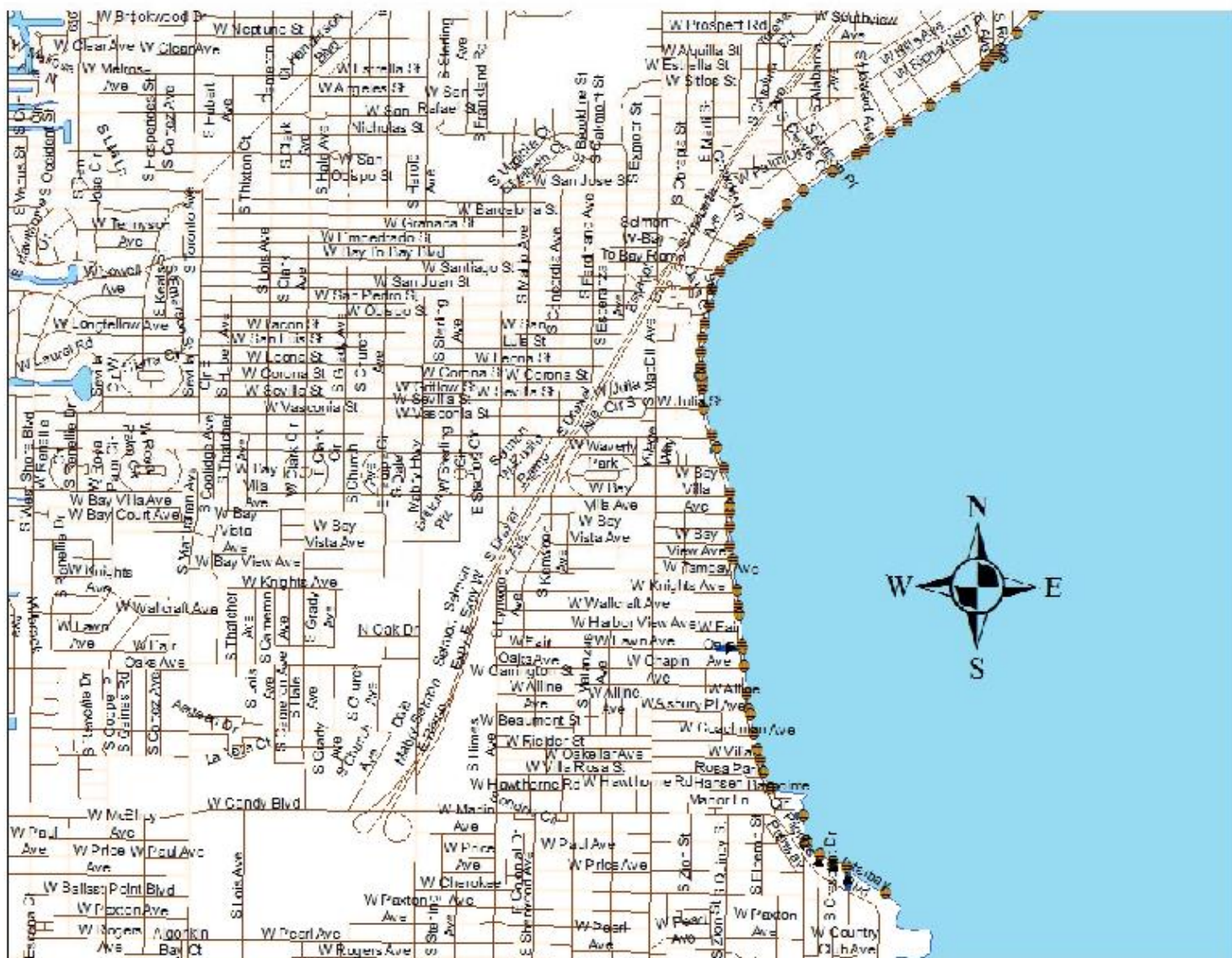


## BAYSHORE BLVD – NORTHERN SECTION





**EXHIBIT D-2**  
**RE BLVD – OUTFALL LOCATIONS**  
**(SOUTHERN SECTION)**



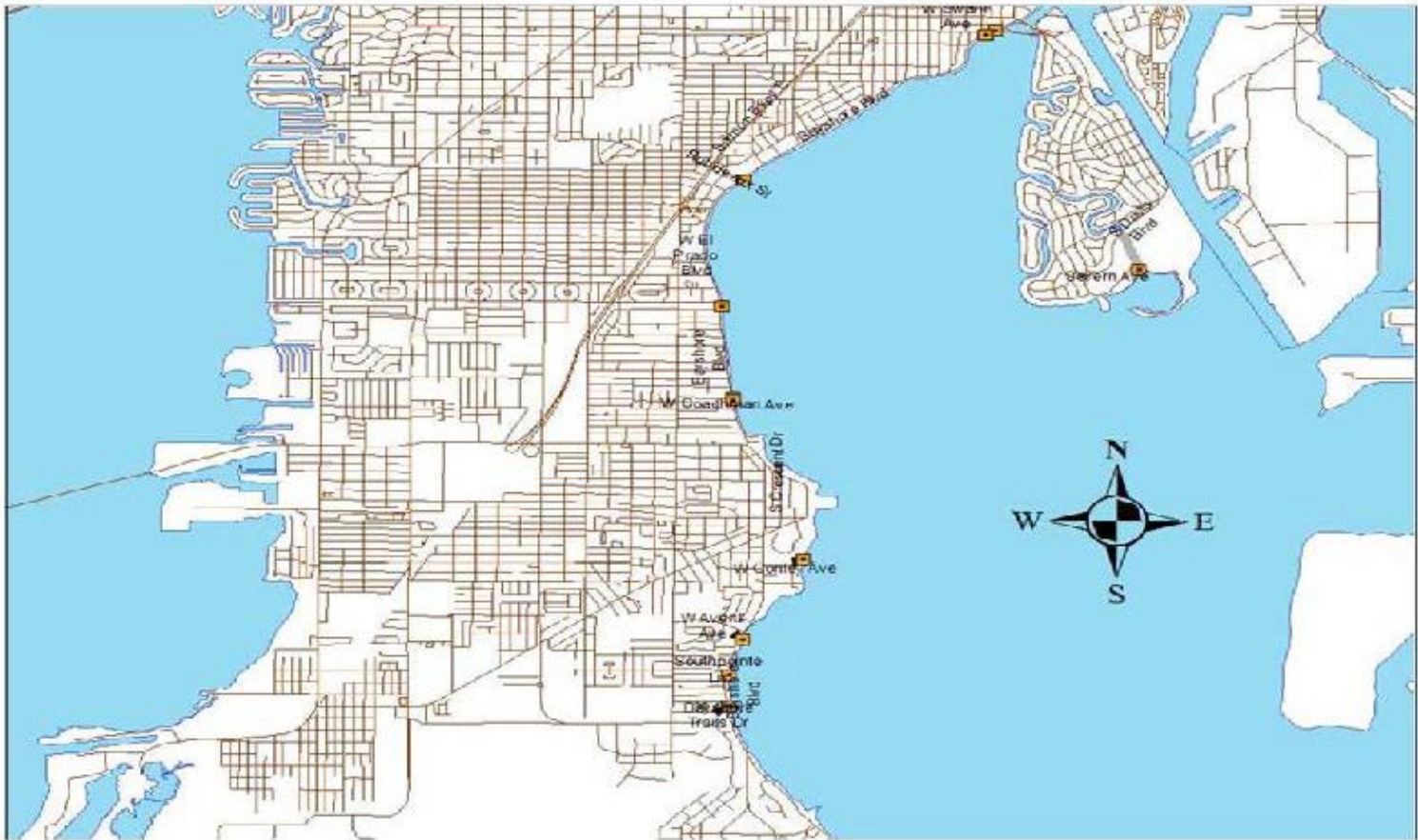
## BAYSHORE BLVD – SOUTHERN SECTION

**EXHIBIT E**  
**OUTFALL BOX OUTFALL SIZES/QUANTITIES ON DAVIS ISLANDS AND BAYSHORE BLVD**

OUTFALL BOX CULVERT SIZES/QUANTITIES ON DAVIS ISLANDS AND BAYSHORE					
Bid Item	Box Size	Box Area S.F.	Davis Island Count	Bayshore Count	TOTAL
	24"x48"	8		1	
	36"x12"	3		1	
	36"x48"	12		3	
	54"x54"	20.25		1	
9	0-23 S.F		0	6	6
	48"x72"	24		1	
	48"x96"	32		3	
	54"x96"	36		1	
	72"x60"	30	1		
10	24-36 S.F		1	5	6

**EXHIBIT F**  
**BOX CULVERT OUTFALL LOCATIONS**

*BAYSHORE BLVD & DAVIS ISLAND OUTFALL MAPS*



**EXHIBIT G  
FORM OF PERFORMANCE AND PAYMENT BOND**

Bond# \_\_\_\_\_

(State OF FLORIDA)

(COUNTY OF \_\_\_\_\_)

**KNOW ALL MEN BY THESE PRESENTS:**

That we, \_\_\_\_\_ (hereinafter called the "Principal"), located at  
(Company Name)

\_\_\_\_\_, (\_\_\_\_) \_\_\_\_\_, and \_\_\_\_\_  
(Principal Business Address) (Phone Number) (Surety Name)

(hereinafter called the "Surety"), a surety company duly qualified and authorized under the laws of the State of Florida,  
located at \_\_\_\_\_, (\_\_\_\_) \_\_\_\_\_,

(Surety Business Address) (Phone Number)

are held and firmly bound unto the City of Tampa, Florida (hereinafter called the "City") located at 306 East Jackson Street,  
Tampa, Florida 33602, phone: (813) 274-8353, in the penal sum of: \_\_\_\_\_ Dollars (\$\_\_\_\_), for the  
payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, for  
the faithful performance of a certain written contract, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, entered into between  
the Principal and the City ("Contract") for:

**OUTFALL OF MAINTENANCE SERVICES FOR THE MOBILITY DEPARTMENT (REBID)**

BID No. \_\_\_\_\_ dated \_\_\_\_\_

NOW, THEREFORE, THE CONDITIONS of this bond are such that, if the Principal shall (i) in all respects comply with the  
terms and conditions of the Contract (the Contract being made a part of this bond by reference), including but not limited  
to the guarantee and warranty requirements, all obligations contained in the Contract Documents (as defined in the  
Contract) and all modifications made to the Contract as therein provided, for the original term of the Contract and any  
extensions which may be granted by the City, with or without notice to the Surety; and (ii) promptly make payments to all  
persons supplying labor, materials, or supplies used directly or indirectly in the prosecution of the work provided for in the  
Contract; and (iii) pay the City all losses, damages, liquidated damages, expenses, costs, and attorneys' fees at trial and on  
appeal sustained by the City due to the default by Principal under the Contract; and (iv) fulfill its obligations related to the  
guarantee and warranty of all work and materials furnished under the Contract pursuant to the terms and conditions  
specified in the Contract, then this bond shall be void; otherwise, it shall remain in full force.

The Surety, for value received, hereby stipulates, and agrees that no change, extension of time, alteration or addition to  
the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall  
in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time,  
alteration or addition to

the terms of the Contract or to the work or to the specifications.

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

\_\_\_\_\_  
(Principal Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name/Title)



SEAL

ATTEST:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Corporate Secretary)

\_\_\_\_\_  
SURETY NAME

APPROVED AS TO FORM:

\_\_\_\_\_  
Marcella T. Hamilton  
Assistant City Attorney

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Print Name)

SEAL

Note: A copy of a power of attorney attested by the corporate secretary of the Surety evidencing the Attorney-in-Fact named above is currently authorized to execute this bond on behalf of the Surety must be attached to the bond.

**Acknowledgment of Principal, If a Corporation**

(State of Florida)

(COUNTY OF \_\_\_\_\_)

(CITY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_  
(Name and Title of Officer) (Name of Principal) (State of Corporation)

Corporation, on behalf of said corporation. He/She is personally known to me or has produced

\_\_\_\_\_ as identification. He/She warrants that he/she is authorized by the  
(Type of Identification)

Board of Directors of said corporation to execute the foregoing instrument.

NOTARY PUBLIC:

Sign: \_\_\_\_\_

Print/Type: \_\_\_\_\_

SEAL

**Acknowledgment of Surety,  
(Where Executed by Attorney-in-Fact, as Agent)**

(STATE OF FLORIDA)

(COUNTY OF \_\_\_\_\_)

(CITY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

by \_\_\_\_\_ as Attorney-in-Fact for \_\_\_\_\_,  
(Name of Attorney-in-Fact) (Name of Surety)

Who is personally known to me or has produced \_\_\_\_\_ as identification.  
(Type of Identification)

By virtue of a power of attorney from said corporation, a copy of which is attached hereto, he/she is duly authorized to execute the foregoing instrument.

NOTARY PUBLIC:

Sign: \_\_\_\_\_

Print/Type: \_\_\_\_\_

SEAL



# CITY OF TAMPA

Jane Castor, Mayor

MOBILITY DEPARTMENT

Vik Bhide, Director

## RIGHT-OF-ENTRY AGREEMENT

FROM:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TO:

CITY OF TAMPA, FLORIDA  
Mobility Department  
3802 E. 26<sup>th</sup> Avenue  
Tampa, Florida 33605

This is to advise you that I am the fee owner of the "right-of-entry request area" located at \_\_\_\_\_, and that I hereby grant permission to the City of Tampa work forces or anyone authorized by the City of Tampa to enter into this property for the purpose of bulkhead & grout the abandon 48" pipe located at the rear of said property.

It is understood and agreed that the City or its authorized agents will carry out all work in a careful and workmanlike manner with the least damage possible to the property. Any damage done to the property by the City or its agents shall be repaired to its original condition.

It is further understood that, to the extent allowed by law, the City shall indemnify and save the owner harmless from any and all liability cost and expense caused by the exercise of its rights described herein.

It is further understood and agreed that the City's work forces or its authorized agents shall have the right of ingress and egress upon the afore-described property. The Right-of-Entry Agreement expires ninety (90) days from the date of signing.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed this  
\_\_ Day of \_\_\_\_ 2015

Executed in the presence of:

Witness

By: \_\_\_\_\_  
Owner  
\_\_\_\_\_  
(Print Name)