

**F. Consent Agenda - Parks and Recreation Department  
ITEM 11.**



**AGENDA REPORT  
February 12, 2019**

**Approval, Re: Permission to utilize City of Tampa Contract with Waterfront Property Services LLC, dba Gator Dredging, for work to be performed at Scottsmoor Landing (District 1)**

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**SUBJECT:**

Permission to utilize City of Tampa Contract with Waterfront Property Services LLC, dba Gator Dredging, for work to be performed at Scottsmoor Landing (District 1)

**FISCAL IMPACT:**

Approval of this action will result in an expenditure of \$331,700 from North Area Parks Operations Fund 1010, Cost Center 250010.

**DEPT/OFFICE:**

Parks and Recreation

**REQUESTED ACTION:**

It is requested the Board of County Commissioners grant permission to utilize the City of Tampa's contract with Gator Dredging for work to be performed at Scottsmoor Landing. It is further requested the Board authorize the Chair to execute all related contracts and authorize the County Manager to approve all necessary Budget Change Requests.

**SUMMARY EXPLANATION and BACKGROUND:**

Scottsmoor Landing, located at 2400 Huntington Lane in Scottsmoor, is a three acre community park with boat ramp access to the Indian River Lagoon. Facilities include picnic tables, benches, a dock, a boat ramp and parking.

The dock was damaged during Hurricane Matthew and it is thought that the associated weather conditions contributed to an abundance of silt building up on the bottom of the water bed. The dredging area in question is approximately fifty feet wide, four hundred thirty-eight feet long and should be at a maximum of two feet deep. The current depth at only one foot deep leaves the waterway difficult to navigate. Maintenance dredging of this area will create a navigable waterway for the citizens of northern Brevard County.

Parks and Recreation Department staff will rebuild the existing dock in the same footprint after the maintenance dredging is completed to restore access to the Indian River Lagoon.

The Parks and Recreation Department is requesting to utilize a contract between the City of Tampa and Gator Dredging. The County Attorney's Office and Risk Management have

both reviewed and approved the contract. .

**ATTACHMENTS:**

**Description**

- ▢ **City of Tampa Bid**
- ▢ **City of Tampa Renewal of Bid with Gator**
- ▢ **City of Tampa agreement with Gator**
- ▢ **City of Tampa renewal with Gator**
- ▢ **Purchasing Approval**
- ▢ **Gator Dredging Service Agreement**



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Tammy.Rowe@brevardclerk.us

February 13, 2019

**MEMORANDUM**

**TO:** Mary Ellen Donner, Parks and Recreation Director

**RE:** Item F.11., Permission to Utilize City of Tampa Contract with Waterfront Property Services LLC, dba Gator Dredging, for Work to be Performed at Scottsmoor Landing

The Board of County Commissioners, in regular session on February 12, 2019, granted permission to utilize the City of Tampa's contract with Waterfront Property Services LLC, dba Gator Dredging, for work to be performed at Scottsmoor Landing; authorized the Chair to execute all related contracts; and authorized the County Manager to approve all necessary Budget Change Requests.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Tammy Rowe*

Tammy Rowe, Deputy Clerk

cc: Finance  
Budget

**Brevard County Parks and Recreation Department**



**Contract For Dredging And Removal Services**

**This Contract**, made and entered into as of this 12 day of FEB., 2019, by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County", and Waterfront Property Services, LLC d/b/a Gator Dredging, located at 13630 50<sup>th</sup> Way N, Clearwater, Florida 33760, a corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "Contractor".

**Witnesseth:**

**Whereas**, the County requires dredging and removal services for a Parks and Recreation Department project (hereinafter "Project"); and

**Whereas**, Contractor has previously entered into a Contract with the City of Tampa for dredging and removal services (hereinafter "City of Tampa Contract"), which is attached hereto and incorporated herein as "Exhibit A"; and

**Whereas**, the County has authorized the Purchasing Department to utilize and have access to Contracts of Florida City and County governments; and

**Whereas**, the County desires to access the City of Tampa Contract with Contractor for the performance of such services in accordance with the terms of the "Exhibit A".

**Now, Therefore**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

**Section 1. Description of Services and Payment.**

The Contract between the City of Tampa, Florida and Waterfront Property Services LLC d/b/a Gator Dredging entered into on October 6, 2016 and any amendments or renewals to the same is attached hereto and incorporated by referenced as "Exhibit A." County shall pay Contractor Three Hundred and Thirty-One Thousand Seven Hundred Dollars for the services as more fully described in "Exhibit B", a copy of which is attached hereto and incorporated by reference.

**Section 2. Mutually Agreed Upon Amendments.**

The County and Contractor mutually agree to adopt the definitions, terms and conditions of "Exhibit A" and further amend the following definitions, terms, and conditions of "Exhibit A" as follows:

- A. All references to the "City of Tampa" found within "Exhibit A" or referenced within "Exhibit A" shall for the purposes of this Contract be replaced with the words "Brevard County." All references to the term "City" in "Exhibit A" shall be replaced by the word "County", for the purposes of this Contract.
- B. The definition of "Director" for the purposes of this Contract shall refer to the Brevard County Parks and Recreation Director.
- C. The "Disposal Site" shall be the Dunn Road Pit located off of Dunn Road located in Brevard County. There will be no tipping fees.
- D. The term of this Contract shall be from the effective date until October 4, 2019, unless terminated beforehand as provided for in this Contract.
- E. This Contract shall be interpreted and construed in accordance with the laws of the State of Florida with Venue for any action brought shall be in the Courts of the 18<sup>th</sup> Judicial Circuit of the State of Florida, in Brevard County.
- F. Contractor shall secure and the County shall pay for any Brevard County building permit or other County permits and governmental fees and licenses, any other entity/jurisdiction permits (i.e.: City of Titusville, City of Melbourne, etc.) necessary for proper execution of the Contract and which are legally required. County Impact and Solid Waste fees will also be paid by the County. Copies of all permits shall be submitted to the County.
- G. The Contractor shall comply with, and give notices required by any law, ordinance, rule or regulation and lawful orders of public authorities bearing on performance of the work required for the Project.
- H. If the Contractor performs work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without notice to the County, the Contractor shall assume full responsibility for such work and shall bear the attributable costs and liability.
- I. The Contractor acknowledges that Contractor:
  - (1) shall be responsible for "field control" of the work described in the project scope contained in Exhibit "B".
  - (2) shall be responsible to dredge up to the depth provided for in the United States Army Corps of Engineers' (USACE) permit. In the event the USACE or Federal Department of Environmental Protection (FDEP) considers the final dredge depths in exceedance of the acceptable construction tolerances and requires any remediation or mitigation, the Contractor shall be responsible to bear the attributable costs.
  - (3) shall, upon completion of the work described in the project scope contained in Exhibit "B", restore the dredge site to the original condition.

- J. It is not the County's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, and such variance was not discoverable during the Contractor's review of these documents for the purpose of determining the price set forth in the Services Agreement attached hereto as "Exhibit B", the Contractor shall promptly notify the County, in writing, and necessary changes shall be accomplished by appropriate modification.
- K. Contractor shall obtain a right-of-way permit.
- L. All payments shall be made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

### **Section 3. Employment Eligibility Verification (E-Verify).**

- A. The Contractor:
  - (1) shall utilize the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the contract; and
  - (2) shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract; and
  - (3) agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program.
- B. Compliance with the terms of this section is made an express condition of this Contract and the County may treat a failure to comply as a material breach of this Contract.
- C. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-verify program, the contractor hires or employs a person who is not eligible for employment.
- D. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

#### **Section 4. Public Construction Performance Bond and Public Construction Payment Bond.**

For those projects where the cost will exceed one hundred thousand dollars, in accordance with the provisions of Section 255.05, Florida Statutes, the Contractor shall provide to the County, on forms furnished by the County (Exhibits "C" and "D"), certified copies of the recorded one-hundred percent Public Construction Performance Bond and one-hundred percent Public Construction Payment Bond each in an amount not less than the total construction cost and inclusive of the construction fee. Payment and Performance Bonds shall be recorded (by the Contractor) in the official record of the County in which the Project is located. The Contractor must provide a copy of the bond(s) to all subcontractors and notify them of deadlines to make claims under the bonds. The Public Construction Performance Bond and the Public Construction Payment Bond shall cover the work described in the project scope as contained in Exhibit "B" of this Contract including the payment of all costs to ensure that Huntington Avenue, Dixie Way and Dunn Road, County roadways are repaired to County specifications in the event of damages as a result of hauling operations.

#### **Section 5. Public Records.**

In the performance of this Contract, the Contractor shall keep books, records and accounts of all activities related to the Contract in compliance with generally accepted accounting procedures and in compliance with the Public Records Laws of the State of Florida (Including, but not limited to Chapter 119, Florida Statutes).

All records or documents created by Contractor or provided to Contractor by the County in connection with the activities or services provided by Contractor under the terms of this Contract, are public records and Contractor agrees to comply with any request for such public records or documents made in accordance with Chapter 119, Florida Statutes. Records, documents, books and accounts ordinarily and necessarily required for the performance of this Contract shall be kept, maintained and open for inspection by the County, County's representative, and members of the public during regular business hours. The Contractor shall provide the public with access to public records on the same terms and conditions that the public agency provides the records and at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law (see also County Administrative Order, AO-47).

The Contractor shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Contract shall be subject to copyright by Contractor in the United States or any other country.

The Contractor shall meet all requirements for retaining public records and shall transfer, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to comply with the provisions of

this Section, shall result in the County taking enforcement action against the Contractor including the cost to the County for gaining the Contractor's compliance which will include, but are not limited to, the gross hourly rate of the County's employee(s) contacts to the Contractor to obtain compliance with this Section, litigation filing fees and attorney's fees.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 633-2046 OR 2725 JUDGE FRAN JAMIESON WAY, BUILDING B, SUITE 203, VIERA, FLORIDA 32940.**

#### **Section 6. Notices.**

- A. All notices required or permitted under this Contract shall be in writing and shall be deemed sufficiently served if sent in a manner requiring a signed receipt of delivery, such as Federal Express, courier delivery, or if mailed, Registered or Certified mail, return receipt requested, in any case addressed as follows:

(1) To the County at the following address:

Mary Ellen Donner, Director  
Brevard County Parks and Recreation Department  
2725 Judge Fran Jamieson Way, Building B, Suite 203  
Viera, Florida 32940

(2) To Contractor at the following address:

Waterfront Property Service LLC d/b/a Gator Dredging  
Attention: William J. Coughlin III  
President/CEO  
13630 50<sup>th</sup> Way North  
Clearwater, Florida 33760

- B. Either party may at any time designate a different address by giving written notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

#### **Section 7. Negotiated Contract.**

This Contract reflects the negotiation and agreement of the parties. Nothing contained herein shall be interpreted, by implication or otherwise, as inuring to the benefit or the disadvantage of one party in the absence of such mutual negotiation and agreement.

#### **Section 8. Termination.**

- A. Termination. Either party may terminate this Contract by giving the other party written notice at least thirty days prior to the effective date of termination. Upon receipt of written notice of termination, the Contractor shall provide only those services and incur



only those expenses specifically approved or directed in writing by the County. All other rights and duties of the parties shall continue during such notice period, and the County shall be responsible to the Contractor for payment of any contract obligation incurred with third parties during this period only if approved in advance in writing by the County.

- B. Termination for Breach. This Contract may be terminated with ten days written notice by the County for cause upon failure of the Contractor to materially perform pursuant to any of the provisions or requirements set forth herein. Delivery of notice shall be made, in the event of such termination, to the Contractor at the address indicated above.
- C. Termination Billings. Upon termination of this Contract the Contractor shall bill the County for all amounts not previously billed and due the Contractor as of the date of termination.

#### **Section 9. Independent Contractor.**

It is hereby mutually agreed that the Contractor is and shall remain an independent contractor and is not an employee or agent of the County. The Contractor shall procure, pay for, and maintain Workers' Compensation insurance in an amount as required by law.

#### **Section 10. Equal Opportunity Employment.**

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, or age. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, nation origin, sex, or age. Such action shall include, but not be limited to employment, upgrading, demotion or transfer; recruitment or recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, national origin, sex or age.

#### **Section 11. Assignment.**

The County and the Contractor each bind itself and its successors, legal representatives, and assigns to the other party to this Contract, and to the partners, successors, legal representatives, and assigns of such other party, and in respect to all covenants of this Contract; and neither the County nor the Contractor shall assign nor transfer their interest in this Contract without the prior written consent of the other party.

#### **Section 12. Claims for Services.**

No claim for services rendered by Contractor not specifically provided for in this Contract will be honored by the County.

#### **Section 13. Severability.**

If any of the provisions contained in this Contract are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### **Section 14. Compliance with Laws.**

The Contractor agrees to comply with all applicable federal, state and local laws, rules and regulations during the course of this Contract.

#### **Section 15. Public Entity Crimes.**

The Contractor hereby warrants and represents that the execution of this Contract by Contractor will not violate any provision in Section 287.131 through 287.133, Florida Statutes, pertaining to public entity crimes.

#### **Section 16. Contract Documents Contain All Terms.**

This Contract and all documents incorporated by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

In Witness Whereof, the parties have hereunto set their hands and seals on the day and year first above written.

ATTEST

  
Scott Ellis, Clerk

Brevard County Florida Board Of County Commissioners

By:   
Kristine Isnardi, Chair

As Approved by the Board on February 12, 2019.

Reviewed for legal form and content:

  
Abigail Forrester Jorandby  
Assistant County Attorney

ATTEST

  
NOTARY (signature)

Date: 2/8/2019

Dominick DiMento  
Name (Typed or Printed)

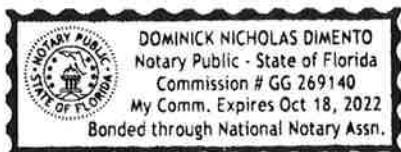
(SEAL)

Waterfront Property Services, LLC  
d/b/a  
Gator Dredging

By:   
William J. Coughlin III, President/CEO

Date: 2/8/2019

Philip K. Finellay  
Vice President





# CITY OF TAMPA

Bob Buckhorn, Mayor

Purchasing Department

Gregory K. Spearman, CPPO, FCCM  
Purchasing Director

June 15, 2018

Mr. William Coughlin  
Waterfront Property Services, LLC  
dba Gator Dredging  
13630 50th Way North  
Clearwater, FL 33760

Dear Mr. Coughlin:

Your firm has an award with the City of Tampa to provide Outfall Maintenance Service for the Department of Transportation and Stormwater Services

This existing award expires on October 5, 2018. Under the provisions of this award, the same prices, terms and conditions (if applicable) may be renewed if mutually agreeable to both parties for an additional one-year period.

If your firm desires to extend the award, please complete and return this Statement of Intent Letter and the enclosed "Schedule of All Sub-Contractors/Consultants/Suppliers Solicited" MBD 10 and "Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized" MBD 20 Forms. These MBD forms should document any subcontractors that are going to be used to provide goods/services for the award's renewal period. If no subcontractors are to be used, the forms should be marked accordingly. **All of these documents must be submitted with the Statement of Intent in order for the award/contract to be renewed.**

If you do not wish to renew, please indicate so in the appropriate space below.

Sincerely,

*Penny A. Hammock*

Contract Services Technician

## STATEMENT OF INTENT

I, Philip A. Findlay, being authorized to contract for Waterfront Property Services, LLC dba Gator Dredging, do hereby express the firm's desire to extend the above referenced agreement upon the same prices, same terms and conditions. I understand that an extension of the agreement requires the City's approval. This statement represents the above firm's binding approval of an extension of this agreement.

*Philip A. Findlay* By:

*6/19/18*

Date

Title:

Authorized Signature

Philip A. Findlay

Type or Print Name Above

Vice President

( ) We do not wish to renew this award. The reason for non-renewal is:

NOTE: Please Return by: June 29, 2018.

306 E. Jackson Street, 2E • Tampa, Florida 33602 • (813) 274-8351 • FAX: (813) 274-8355

**Tampabay**  
www.tampabay.net

Please fax to 813-274-8355 or email to [pramy.hammock@lapar.gov.net](mailto:pramy.hammock@lapar.gov.net)



Page 1 of 4 DMI - Solicited/Utilized  
City of Tampa -- DMI -Schedule of All Sub-(Contractors/Consultants/Suppliers) Solicited  
(FORM MBD-10)

Contract No.: 16-P-00516 Contract Name: Outfall Maintenance Service for the Department of Transportation and Stormwater Services

Contractor Name: Waterfront Property Services, LLC Gator Dredging Address: 13630 50<sup>th</sup> way N. Clearwater FL, 33760  
Federal ID: 20-3403593 Phone: 727-527-1300 Fax: 727-527-1303 Email: bill@gatordredging.com

- ☐ No Firms were contacted/solicited for this contract.  
☒ No Firms were contacted because: self-performing all work  
☐ See attached documents with supplemental information.

NIGP Code General Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912.77

**This DMI Schedule Must Be Submitted with the Bid or Proposal (Do Not Modify This Form)**

[illegible]

It is hereby certified that the information provided is an accurate and true account of contacts and solicitations for sub-contracting opportunities on this contract. *This form must be completed and submitted with the bid or proposal*  
*Modifying or failing to sign DBM forms may result in Non-Compliance and/or deemed non-responsive*

Signed \_\_\_\_\_  
MBO 10.000 02/01/13

Name/Title

12:14:5

**Note: Detailed Instructions for completing this form are on the next page.**



**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 or proposals.** 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 when **Goal** has been established.

- **Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business.
- **Address.** The physical address of your business.
- **Federal ID, EIN.** 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/solicited for this contract.** Checking the box indicates that a pre-determined Subcontract **Goal 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 must be submitted with your invoices. **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/solicited.
- **See attached documents.** Check box, if after you have completed the DMI Form in its entirety, you are providing any additional 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 Women/Minority Business Enterprise.
- **Federal ID, EIN.** 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.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials** Indicate the trade, service, or material provided by the subcontractor. NIGP codes are listed at top section of document.
- **Contact Method** L=letter, F=fax, E=Email, P=Phone. Indicate with letter the method 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.

If any additional information is required or you have any questions, you may call the Minority Business Development Office at (813) 274-5521.

"Exhibit A"

Page 3 of 4 DMI – Solicited/Utilized  
City of Tampa – DMI Schedule of Sub-(Contractors/Consultants/Suppliers) to be Utilized  
(FORM MBD-20)

Contract No. 16-P-00,165 Contract Name: Outfall Maintenance Service for the Department of Transportation and Stormwater Services  
Contractor Name Waterfront Property Services, LLC Gator Dredging Address: 13630 50<sup>th</sup> WAY n. Clearwater, FL 33760  
Federal ID: 20-3403593 Phone: 727-527-1300 Fax: 727-527-1303 Email: bill@gatordredging.com

☐ See attached documents.  
☒ No Subcontracting (of any kind) will be performed on this contract.

NIGP Code General Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

**This DMI Schedule Must Be Submitted with the Bid or Proposal (Do Not Modify This Form)**  
Enter "S" for firms Certified as Small Local Business Enterprises, "W" for firms Certified as Women/Minority Business Enterprises

S = SLBE W = WMBE	Company Name Address Phone & Fax	Type of Ownership (F = Female M = Male) B = B1 = African Am. H = H1 = Hispanic Am. AF = AA = Asian Am. NF = NM = Native Am. CF = CM = Caucasian	Trade, Services, or Materials  NIGP Code Listed above	Amount of Quote, Letter of Intent if available.	Percent of Scope/Contract %
Federal ID					

Total Subcontract/Supplier Utilization \$

Total SLBE Utilization \$

Total WMBE Utilization \$

Percent SLBE Utilization of Total Bid/Proposal Amt. 0.0 % Percent WMBE Utilization of Total Bid/Proposal Amt. 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. This form must be completed and submitted with the bid or proposal. Modifying or failing to sign DMI forms may result in Non Compliance and/or deemed non-responsive.

Signed: \_\_\_\_\_  
MBD 20 rev. 02/01/13

Name/Title: Bill Gator Date: 6/19/15  
Note: Detailed Instructions for completing this form are on the next page.

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 or proposals. All subcontractors projected to be utilized must be included on this form.*

- **Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business.
- **Address.** The physical address of your business.
- **Federal ID, EIN.** 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 (of any kind) will be performed on this contract.** Checking box indicates your business will not use subcontractors when no Subcontract Goal has been 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 must be submitted with your invoices. Note: Certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors.
- **See attached documents.** Check if you have provided any additional documentation relating to the utilization of subcontractors.

The following instructions are for information of Any and All subcontractors to be utilized,

- **Federal ID, EIN.** 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.
- **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. NIGP codes are available at <http://www.tampagov.net/mbd>.
- **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.
- **Total Subcontract/Supplier Utilization.** Provide total dollar amount of all subcontractors/suppliers projected to be used for the contract. (Dollar amounts may not apply to CCNA proposals.)
- **Total SLBE Utilization.** Provide total dollar amount for all projected SLBE subcontractors/Suppliers used for this contract. (Dollar amounts may not apply to CCNA proposals.)
- **Total WMBE Utilization.** Provide total dollar amount for all projected WMBE subcontractors/Suppliers used for this contract. (Dollar amounts may not apply to CCNA proposals.)
- **Percent SLBE Utilization.** Total amount allocated to SLBEs divided by the total bid amount. (Dollar amounts may not apply to CCNA proposals.)
- **Percent WMBE Utilization.** Total amount allocated to WMBEs divided by the total bid/proposal amount. (Dollar amounts may not apply to CCNA proposals.)

If any additional information is required or you have any questions, you may call the Minority Business Development Office at (813) 274-5522.



"Exhibit A"



## CITY OF TAMPA

Bob Buckhorn, Mayor

Purchasing Department

Gregory K. Spennman, CPPO  
Purchasing Director

October 28, 2016

Waterfront Property Services, LLC dba Gator Dredging  
13630 50<sup>th</sup> Way North  
Clearwater, FL 33760

SUBJECT: Outfall Maintenance Service for the Department of Transportation & Stormwater Services

Good morning,

Enclosed is one fully executed copy of the Agreement between the City of Tampa and Waterfront Property Services, LLC dba Gator Dredging for the provision of Outfall Maintenance Service for the Department of Transportation & Stormwater Services.

Outfall Maintenance Service for the Department of Transportation & Stormwater Services  
Resolution No. 2016-808, October 6, 2016

Acquanelta G. Grant  
Purchasing Technician

agg

Enclosures

AGREEMENT

THIS AGREEMENT made and entered into at Tampa, Florida, this 16<sup>th</sup> day of October, 2016, A.D. 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, FL 33602 and Waterfront Property Services, LLC d/b/a Gator Dredging, hereinafter referred to as "Contractor", whose address is 13630 50<sup>th</sup> Way North, Clearwater, FL 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
- (b) Insurance Requirements
- (c) Bid #31052616, Outfall Maintenance Service for the Department of Transportation & Stormwater Services in its entirety including, but not limited to all attachments, exhibits, Addendum No.1, Addendum No.2, General Conditions, 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. Total Contract amount shall not exceed the amount set forth in the Bid Response Page.

**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:**

Unless specifically prohibited by Florida law, Contractor shall defend, indemnify and hold harmless the City and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree whether resulting from any claimed breach of this Contract by Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or anyone employed or utilized by Contractor in the performance of this Contract. 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 Contractor,

the City and any Indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Contractor. Contractor's obligation to indemnify and defend under this Section will survive the expiration or earlier termination of this Contract until it is determined by final judgment that an action against the City or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. Contractor shall guarantee the payment of all just claims for materials, supplies, tools, labor or other just claims against it or any subcontractor in connection with this Contract.

**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:**

Should any provision of the Contract Documents be determined by a court to be unenforceable, such determination shall not affect the validity or enforceability of any other section or part hereof.

**TENTH:**

The Contractor shall remain an independent contractor and shall have no power, nor shall Contractor represent that Contractor has any power, to bind the City or to assume or to create any obligation expressed or implied on behalf of the City.

**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:

With copies to:

(a) If to the City:

Bryan Rodger  
3802 East 26th Avenue  
Tampa, Florida 33605  
(813) 274-8427 (Telephone)  
(813) 622-1956 (Fax)

with a copy to:

City of Tampa Attorney  
City Attorney's Office  
315 E. Kennedy Boulevard  
5th Floor - City Hall  
Tampa, Florida 33602  
(813) 274-8996 (Telephone)  
(813) 274-8809 (Fax)

(b) If to the Contractor:

William J. Coughlin III, President/CEO  
13630 50th Way N  
Clearwater, FL 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 (5th) 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 #31052616 is hereby amended by deleting Exhibit G and inserting in lieu thereof the attached Exhibit G Form of Public Construction Bond.

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.

**FOURTEENTH:**

Hillsborough County Government Purchasing Council member agencies or other agencies may at their discretion or option, utilize the terms and conditions of the Contract Documents set forth herein. Said agencies must contract independently with Contractor for such services under separate contract.

"Exhibit A"

ATTEST:

Shirley Fox-Kraus  
(SEAL) CITY CLERK/DEPUTY CITY CLERK

CITY OF TAMPA  
By: Bob Buckhorn  
BOB BUCKHORN, MAYOR

APPROVED AS TO FORM:

Marcella T. Hamilton  
MARCELLA T. HAMILTON  
ASSISTANT CITY ATTORNEY

ATTEST:

[Signature]  
(SEAL) CORPORATE SECRETARY

WATERFRONT PROPERTY SERVICES, LLC D/B/A  
GATOR DREDGING

BY: William J. Coughlin, III  
WILLIAM J. COUGHLIN, III  
PRESIDENT

Corporation - S ( ☒ )  
Partnership ( )  
Individual ( )

Incorporated in the State of FLORIDA

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.



Exhibit B

## SERVICES AGREEMENT

DATE: February 7, 2019

### SERVICE PROVIDER

Gator Dredging  
13630 50th Way N  
Clearwater, FL 33760  
Phone: (727) 527-1300  
Fax: (727) 527-1303

### CUSTOMER

Brevard County  
Tex Loadholtz  
2725 Jusge Fran Jamieson Way, Building B Suite 203  
Melbourne, FL 32940  
Phone: 321-302-1608  
Email: tex.loadholtz@brevardfl.gov

### PROJECT LOCATION:

Scottsmoore Landings Park

**PROJECT SCOPE:** Gator Dredging will perform an inspection within the canal to determine current elevations, control depth and/or bottom, design maintenance project and calculate estimated removal volumes for several otions. GD will dredge the material from an area roughly 438 x 50 x 2 (1700cy), near the Scottsmoore Landing Park as shown in the exhibit. Gator Dredging will deploy their mechanical dredging equipment to extract the sand and muck. This material will be placed into a specifically designed dewatering truck. The material will then be trucked to a County disposal site (Dunn Road Pitt) off of Dunn Rd, that is within 10 miles of the project site. Client is responsible for tipping fees, if required. GD is not responsible for any site work, grading material, or restoration at the County disposal site. If material needs to go to a different site, additional costs may occur. If additional material is requested to be removed, costs are identified below. NOTE: If any local permitting is required besides permits 4-009-14545-1 or 14545-2, (City, County) for any reason (including upland or in-water activities), additional fees may apply and client is responsible for all submittal fees and permit fees. Payment to be Net 30 from receipt of invoice.

ID	DESCRIPTION	UNIT	QTY	\$ PER UNIT	TOTAL
1	Item #1 Inspection/ Report	EA	1	200.00 \$	200.00
2	Item #6: Alluvial Fan Removal	CY	1700	120.00 \$	204,000.00
3	Item #7: Hauling and Disposal of Material	TON	2125	60.00 \$	127,500.00
* Item will be invoiced TBD				TOTAL \$	331,700.00

The above prices, specifications and conditions are satisfactory and are hereby accepted. Gator Dredging is authorized to perform the work as specified above. Payment will be made as outlined in this proposal.

Gator Dredging may withdraw this proposal if not accepted within thirty (30) days.

### Acceptance of Proposal

Signature/Owner: \_\_\_\_\_

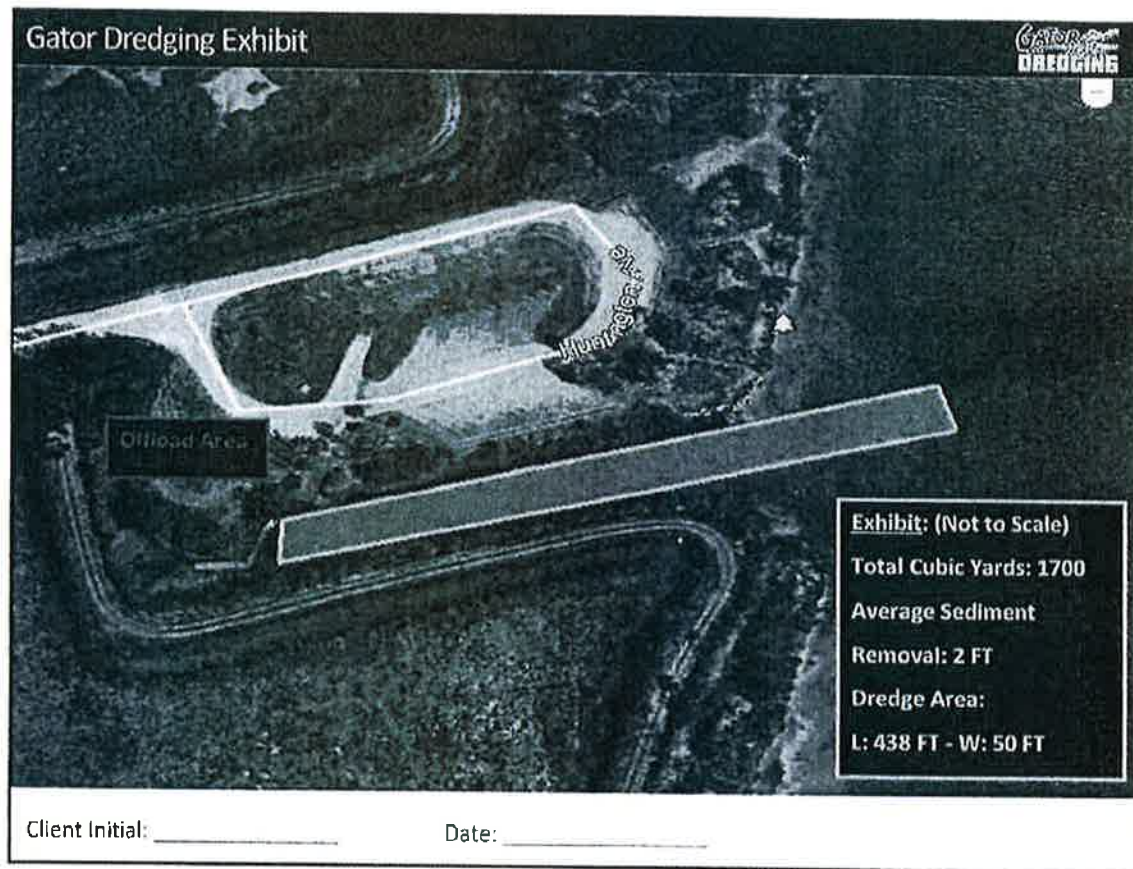
Date: \_\_\_\_\_

If you have any questions contact John Schamp at 727-527-1300

We appreciate the opportunity to provide this scope of services and look forward to working with you.

CGC:1512360

"Exhibit B"



## “Exhibit C”

### Public Construction Bond

By this Bond, We \_\_\_\_\_ as Principal and \_\_\_\_\_, a corporation as Surety, are bound to Brevard County Board of County Commissioners, Brevard County, Florida, herein called County, in the sum of \_\_\_\_\_ (\$\_\_\_\_\_), for payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:

1. Promptly makes payments to all claimants, as defines in Section 255.05(1), Florida Statutes, supply Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract dated \_\_\_\_\_, between Principal and County for construction of \_\_\_\_\_, the contract being attached hereto and made part of this bond by reference, in such time and without delay, and in the manner prescribed in the contract; and
2. Pays County all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the contract, then this bond is void; otherwise it remains in full force. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract does not affect Surety's obligation under this bond.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 2019.

Witness:

\_\_\_\_\_

Principal

Seal

Its: \_\_\_\_\_

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

Witness:

\_\_\_\_\_

Surety

Seal

Its: \_\_\_\_\_

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



## "Exhibit D"

### Public Construction Performance Bond

By this Bond, We \_\_\_\_\_ as Principal and \_\_\_\_\_, a corporation as Surety, are bound to Brevard County Board of County Commissioners, Brevard County, Florida, herein called County, in the sum of \_\_\_\_\_ (\$\_\_\_\_\_), for payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:

1. Performs promptly, completely and faithfully the contract dated \_\_\_\_\_, between Principal and County for construction of \_\_\_\_\_, the contract being attached hereto and made part of this bond by reference, in such time and without delay, and in the manner prescribed in the contract including the delivery, execution and performance of any warranty work required by the contract; and
2. Pays County all losses, damages, expenses costs and attorney's fees, including appellate proceedings, that County sustains because of default by Principal under the contract; and
3. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

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

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 2019.

Witness:

\_\_\_\_\_

Principal

Seal

Its: \_\_\_\_\_

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

Witness:

\_\_\_\_\_

Surety

Seal

Its: \_\_\_\_\_

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

BID PROPOSAL TABULATION/CITY OF TAMPA Note: This is a preliminary summary. Information contained in this summary is subject to review. THIS IS NOT AN AWARD		OPENED: June 15, 2016 @ 3:00 PM		BID #/TITLE: 31052616, Outfall Maintenance Services for TSS		READ BY: Celeste Gibbons-Peoples	
				DATE ADVERTISED: 5/5/16		TABBED BY: Acquanetta Grant	
						DEPT: Department of Transportation & Stormwater Services	
ITEM/ QUANTITY	BIDDER>>> DESCRIPTION	Water Front Properties dba Gator Dredging		Vac Vision Environmental			
		UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
			\$0.00		\$0.00		\$0.00
			\$0.00		\$0.00		\$0.00
			\$0.00		\$0.00		\$0.00
			\$0.00		\$0.00		\$0.00
<b>TOTAL AMOUNT OF BID:</b>		<b>\$1,102,200.00</b>		<b>\$2,545,400.00</b>		<b>\$0.00</b>	



# CITY OF TAMPA

Bob Buckhorn, Mayor

Purchasing Department

Gregory K. Spearman, CPPO, FCCM  
Purchasing Director

April 29, 2016

## INVITATION TO BID

Pursuant to Chapter 69-1119, Special Acts, Laws of Florida, sealed Bids for the furnishing of: **BID NO. 31052616, OUTFALL MAINTENANCE SERVICES FOR THE DEPARTMENT OF TRANSPORTATION AND STORMWATER SERVICES** will be received by the Director of Purchasing, City of Tampa, until **TIME, DATE** then to be opened and read. A **PRE-BID MEETING** will be held at **10:00 AM, MAY 12, 2016** 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.**

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. (A list of these entities 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 this bid should be referred to **CELESTE GIBBONS-PEOPLES, CPPB, FCCM, CERTIFIED PROCUREMENT ANALYST**. Questions shall be submitted by email to **[celeste.gibbons-peoples@tampagov.net](mailto:celeste.gibbons-peoples@tampagov.net)**. Questions pertaining to the Bid document will be accepted up to five days prior to the scheduled opening date and time referenced above.

Submission of bid responses by mail, hand delivery or express mail must be in a sealed envelope with the Bidder's name and return address indicated. **Type or print the Bid Number and Bid Title on the carrier envelope.** Address the bid envelope as follows:

Purchasing Department  
Tampa Municipal Office Building, 2nd 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.

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 telegram, telephone or transmitted by facsimile (FAX) machine are not acceptable. No bid may be withdrawn or modified after the time fixed for the opening of bids.

Bids may be submitted electronically via the Internet as an attachment to an email addressed to **[BidControl@Tampagov.net](mailto:BidControl@Tampagov.net)**. The subject line of the email should include the bid number. Verification of the City's receipt of a bid submitted by email is the Bidder's responsibility. To verify receipt of bids sent electronically, Bidders may contact the Purchasing Department at 813-274-8351. Failure of the City to receive such bid by the date and time specified on the Invitation to Bid will result in non-consideration.

306 E. Jackson Street, 2E • Tampa, Florida 33602 • (813) 274-8351 • FAX: (813) 274-8355

## 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 Bid and Request for Proposal 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 or Request for Proposal.

### INSTRUCTIONS TO BIDDER

**EXECUTED, SEALED BID:** Submit the original and two copies of the bid response form, the Bidder's Affidavit form and any other requested forms or documents furnished by the City in the bid package. Documents must be executed by an original signature of an authorized representative of the Bidder.

City of Tampa bids are issued electronically via DemandStar's eProcurement bid distribution system. Obtaining bids through Demandstar will ensure that vendor will have the following capabilities: receipt of bids electronically, track the status of bid award activity, receive addenda, be certified as a minority vendor to meet the City of Tampa's minority certification requirements, receive the results of bid awards and view plans and blueprints online electronically. Vendors who obtain specifications and plans from sources other than Demandstar are cautioned that the bid packages may be incomplete. The City will not accept incomplete bids. Contact Demandstar at 800-711-1712 or visit [www.demandstar.com/supplier](http://www.demandstar.com/supplier) for more information.

The City is not responsible for errors and omissions occurring in the transmission or downloading of any quote documents, plans, or specifications from this website. In the event of any discrepancy between information on this website and the hard copy quote documents, the terms and conditions of the hardcopy document will prevail. DemandStar has no affiliation with the City of Tampa other than as a service that facilitates communication between the City and its vendors. DemandStar is an independent entity and is not an agent or representative of the City. Communications to DemandStar does not constitute communications to the City. Contact DemandStar at 800-711-1712 or visit [www.DemandStar.com/supplier](http://www.DemandStar.com/supplier) 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. 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 DemandStar (Those who are on the Plan Holders List). Addenda will be posted and disseminated by DemandStar 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 to DemandStar 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.

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 the all provisions, terms, and conditions. **Failure to do so will be at the Bidder's risk.**

## GPC LISTING

### **City of Plant City**

Buddy Storey  
Purchasing Manager  
Drawer C  
Plant City, FL 33563  
813-659-4270 - Telephone  
813-659-4216 - Fax  
wstorey@plantcitygov.com

### **City of Temple Terrace**

Judy Crutcher, Assistant Purchasing Agt.  
P.O. Box 16930  
Temple Terrace, FL 33687  
813-506-6420 - Telephone  
813-989-7185 - Fax  
jcrutcher@templeterrace.com

### **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

### **Tampa-Hillsborough County Expressway Authority**

1104 East Twiggs St. Suite #300  
Tampa, Florida 33602  
813-272-6740 - Telephone  
813-276-2492 - Fax  
Man.Le@tampa-xway.com

### **Hillsborough Area Regional Transit Authority**

Melissa Smiley  
4305 E. 21<sup>st</sup> Street  
Tampa, FL 33605  
813-623-5835 - Telephone  
813-664-1119 - Fax  
smileym@gohart.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.tampairport.com

### **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

### **Hillsborough Community College**

Vonda Melchior, Director of Purchasing  
39 Columbia Drive  
Tampa, FL 33606  
813-253-7060 - Telephone  
813-253-7561 - Fax  
vmelchoir@hcc.fl.edu

### **Hillsborough County Board of County Commissioners**

601 E. Kennedy Blvd., 18th Floor  
P. O. Box 1110,  
Tampa, FL 33601-1110  
Phone: (813) 272-5790  
FAX: (813) 272-6290  
www.hillsboroughcounty.org

### **Hillsborough Co. Sheriff's Office**

J. H. Shillady, Fiscal Officer  
P.O. Box 3371  
Tampa, FL 33601  
813-247-8033 - Telephone  
813-247-8246 - Fax  
Jshillady@hcsotampa.fl.us

### **State Attorney's Office**

Mark Ober, State Attorney  
800 E. Kennedy Blvd., 5<sup>th</sup> Floor  
Tampa, FL 33602  
813-272-5400 - Telephone  
813-272-7014 - Fax  
Ober\_M@SAO13th.com

### **Tampa Port Authority**

Donna Casey, Procurement Analyst  
P.O. Box 2192  
Tampa, FL 33601  
813-905-5164 - Telephone  
813-905-5109 - Fax  
dwebb@tampaport.com

### **Supervisor of Elections**

601 E. Kennedy Blvd., 16th Floor  
Tampa, FL 33602  
Phone: (813) 276-8274  
FAX: (813) 272-7043  
www.votehillsborough.org

### **City of Tampa Housing Auth.**

Jerome Ryans, President/CEO  
1514 Union Street  
Tampa, FL 33607  
813-253-0551 - Telephone  
813-4522 - Fax  
irenew@thafl.com

### **Tampa Sports Authority**

Joe Haugabrook, Director of Purchasing  
4201 N. Dale Mabry Highway  
Tampa, FL 33607  
813-673-4300 - Telephone  
813-673-4312 - Fax  
jhaugabrook@tampasportsauthority.com

### **Tax Collector**

601 E. Kennedy Blvd., 14th Floor  
Tampa, FL 33602  
Phone: (813) 307-6222  
FAX: (813) 307-6521  
www.hillstax.org

### **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

### **University of South Florida**

Mike Abernethy, Director  
Purchasing Services  
3702 Spectrum Blvd. UTC135-P  
Tampa, FL 33612  
813-974-2481 - Telephone  
813-974-5362 - Fax  
gcotter@admin.usf.edu

### **Hillsborough County Purchasing**

Scott Stromer, Director  
P.O. Box 1110  
Tampa, FL 33601  
813-272-5790 - Telephone  
813-272-6290 - Fax  
procurementservices@hillsboroughcounty.org

### **Property Appraiser**

601 E. Kennedy Blvd., 16th Floor  
Tampa, FL 33602  
Phone: (813) 272-6100  
FAX: (813) 272-5519  
www.hcpafl.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

## 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>

**INSURANCE REQUIREMENTS**  
**For Goods/Services, Bids/Requests for Proposals, Awards/Contracts**

During the life of the award/contract the Awardee/Contractor shall provide, pay for, and maintain insurance with companies authorized to do business in Florida, with an A.M. Best rating of B+ (or better) Class VII (or higher), or otherwise be acceptable to the City if not rated by A.M. Best. **All insurance for City contracts shall be placed only with A.M. Best rated carriers duly licensed to provide insurance in the State of Florida.** All commercial general liability insurance policies (and Excess or Umbrella Liability Insurance policies, only if applicable) shall provide that the City is an additional insured as to the operations of the Awardee/Contractor under the award/contract including the additional insured endorsement, the subrogation waiver endorsement, and the Severability of Interest Provision. All insurance certificates must state the following language in the Description of Operations section of the Acord Certificate: ***"The City of Tampa is additional insured with regards to the General Liability"*** or by attaching an Endorsement Page to the Acord Certificate designating the City of Tampa as the additional insured. In lieu of the additional named insured requirement, if the Awardee/Contractor's company has a declared existing policy which precludes it from including additional insureds, the City may permit the Contractor to purchase an Owners and Contractors Protective Liability policy. Such policy shall be written in the name of the City at the same limit as is required for General Liability coverage. The policy shall be evidenced on an insurance binder which must be effective from the date of issue until such time as a policy is in existence and shall be submitted to the City in the manner described below as applicable to certificates of insurance. The insurance coverages and limits required must be evidenced by a properly executed Acord 25 Certificates of Insurance form (or its equivalent). Each Certificate must be personally manually signed by the Authorized Representative of the insurance company shown in the Certificate with proof that he/she is an authorized representative thereof. City no longer requires direct notice of cancellation. Should any aggregate limit of liability coverage be reduced, it shall be immediately increased back to the limit required by the award/contract. The insurance coverages required herein are to be primary to any insurance carried by the City or any self-insurance program thereof. All claims made insurance policies must provide the retroactive date on the proof of coverage.

Within ten working days of receipt of notification of intent to award, the successful Bidder/Proposer 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/Proposer as non-responsible, unless the due date is extended by the Director of Purchasing or his Designee.

The City may waive any or all of these requirements based on the specific nature of goods or services to be provided under the award/contract.

The Awardee/Contractor will be required to provide and pay for the following:

- a. **Commercial General Liability Insurance** shall be provided on the most current Insurance Services Office (ISO) form or its equivalent. This coverage must be provided to cover liability arising from premises and operations, independent contractors, products and completed operations, personal and advertising injury, contractual liability, and XCU exposures (if applicable). Completed operations liability coverage shall be maintained for a minimum of one-year following completion of work. The amount of Commercial General Liability insurance shall not be less than the amount specified.

\$1,000,000 per occurrence and a \$2,000,000 general aggregate.

- b. **Automobile Liability Insurance** shall be maintained in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. The amount of Automobile Liability Insurance shall not be less than the amount specified.

(a) \$500,000 combined single limit each occurrence bodily injury & property damage.

(b) \$1,000,000 combined single limit each occurrence bodily injury & property damage.

The letter preceding the limits of coverage indicates the insurance required for the type of award based on Total Proposal Price.

(a) \$100,000 and under

(b) \$100,000 and over

- c. **Worker's Compensation and Employer's Liability Insurance** shall be provided for all employees engaged in the work under the award, in accordance with the laws of the State of Florida. The amount of the Employer's Liability Insurance shall not be less than the amount specified.

**Worker's Compensation:** Florida Statutory Requirements

**Employer's Liability:**

(a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee.

(b) \$1,000,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee.

The letter preceding the limits of coverage indicates the insurance required for type of award based on Total Proposal Price.

(a) \$100,000 and under

(b) \$100,000 and over

- d. **Excess Liability Insurance (Umbrella Policy)** may compensate for a deficiency in general liability, automobile, or worker's compensation insurance coverage limits.

**GENERAL CONDITIONS FOR  
OUTFALL MAINTENANCE SERVICES FOR THE DEPARTMENT TRANSPORTATION  
AND STORMWATER SERVICES**

**1. SCOPE AND CLASSIFICATION**

**1.1 SCOPE.** This specification is to obtain a qualified firm to provide Outfall Maintenance Services for the Department of Transportation and Stormwater Services 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 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 insure 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.

**2.3 HOLD HARMLESS.** Unless specifically prohibited by Florida law, the Awardee shall defend, indemnify and hold harmless the City and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree whether resulting from any claimed breach of this Award by the Awardee or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Awardee or anyone employed or utilized by the Awardee in the performance of this Award. 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. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Awardee. The Awardee's obligation to indemnify and defend under this Section will survive the expiration or earlier termination of this Award until it is determined by final judgment that an action against the City or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. The Awardee shall guarantee the payment of all just claims for materials, supplies, tools, labor or other just claims against it or any subcontractor in connection with this Award.

**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 proposal or bid 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 attached proposal of this specification and invitation for bid.

**4.5 ALTERNATE BIDS.** Bidders shall, as to each item, submit only one bid for the specified product or only one bid for an alternate product which the Bidder believes equal within the meaning hereof. The offer of an alternate product for any item shall, for the purpose of evaluation of bids, be construed as a refusal to bid on the product specified.

Bidders offering an alternate product shall cross out the specified product and type or print the alternate brand which was chosen for bid, the unit price and the extension or total in the same manner as if bidding upon the specified product. Failure to do so shall be construed as a bid upon the product specified.

Bidders offering an alternate product shall additionally submit the precise specifications of the alternate, all of the differences in specification, if any, between the specified product and the alternate product, and relevant sketches, blueprints or samples sufficiently accurate, complete and detailed as to enable the City to make a complete determination of the quality of the alternate. Failure to submit this information in full will constitute basis for a determination by the City that the alternate product is not equal to the product specified as a standard.

The determination as to whether any alternate product bid is or is not equal to the product 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.** The Awardee shall not substitute items for like items without the approval of the City. 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 in the Proposal and Bid Response form 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 Contractor, the City and any indemnified party. This provision shall survive the termination of this 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.

**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.

**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 with 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.

**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 (CPI) published by the U.S. Department of Labor's Bureau of Labor Statistics. The City of Tampa obtains this CPI Index from The Municipal Cost Index, developed exclusively by American City and County Magazine and can be found at <http://americancityandcounty.com/mciarchive/>. **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.

**4.17 PERFORMANCE.** The 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 INSURANCE.** During the life of the award the Awardee shall provide, pay for, and maintain insurance with companies authorized to do business in Florida, with a A.M. Best rating of B+ (or better) Class VII (or higher), or otherwise be acceptable to the City if not rated by A.M. Best.

The acceptance by the City of any Certificate of Insurance pursuant to the terms of this Contract evidencing the insurance coverages and limits required hereunder does not constitute approval or agreement by the City that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of this Contract. Upon the request of the City, Contractor will provide the City with certified copies of all policies as well as any subsequent policies and endorsements which Contractor is required to procure and maintain. Contractor shall furnish the City with renewal certificates and additional insured endorsements for commercial general liability and other required insurance policies prior to expiration of such insurance, which will comply with the requirements set forth herein.

The City of Tampa uses Ebix BPO to manage its insurance certificates and related documentation. Upon insurance expiration, Ebix BPO staff will notify the Awardee to request updated insurance certificate(s) and endorsement(s).

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

**4.20 WORKING DEMONSTRATION.** Determination by the City of Tampa as to the conformity of the requirements on which the low bid is submitted may, if so elected, included a demonstration under actual working conditions, for a maximum of three working days.

**4.21 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, confirmed by resolution of the City Council of the City of Tampa.

No Awardee shall assign the award or any rights or obligations thereunder without the written consent of the City. In the event of such approved subcontracting, the Awardee agrees to provide the City with written documentation relative to the Subcontractor(s) employed in this award, including but not limited to the Subcontractor's W/MBE and Equal Employment Opportunity/Affirmative Action status.

**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 or contracts 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 members 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.

**4.26 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.

**4.27 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/contract 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 Florida State Statute 287.133 (2)(a)]

**4.28 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. If the Bidder is asserting that certain information in its Bid 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 (including any applicable electronic media on which such information is contained) in a sealed envelope that is separate from the Bidder's other Bid documents, (3) clearly label the envelope that contains the confidential, proprietary and/or exempt information as follows: "EXEMPT FROM PUBLIC DISCLOSURE" with Bidder's name and the Bid number marked on the outside, and (4) specifically cite the applicable Florida Statute(s) that exempts such information from public disclosure - such citation must be placed on the sealed envelope and also on a separate document contained within the sealed envelope along with any relevant explanations. The envelope 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. All submittals received in response to this Bid 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 contract will become the exclusive property of the City.\*

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".**

**4.28.1** 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.

**4.28.2** 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.

**4.28.3** If applicable, Awardee agrees, in accordance with Section 119.0701, Florida Statutes, to comply with Florida's Public Records Laws, including the following:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services;
2. Provide the public with access to such public records 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 of the contract (or early termination), Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor or keep and maintain the public records in accordance with Florida's Public Records Law and destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the City, upon the City's request, in a format that is compatible with the information technology systems of the City.
5. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813/274-8351, COTPurchasingPRR@tampagov.net, AND MAILING ADDRESS OF PURCHASING DEPARTMENT, TAMPA MUNICIPAL OFFICE BUILDING, 2ND FLOOR, 306 E. JACKSON STREET, TAMPA, FL 33602 .**

**4.29 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 or proposer, who is allegedly aggrieved in connection with the issuance of a bid solicitation, proposal solicitation or pending award of any contract 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.

**4.30 LAWS, CODES AND ORDINANCES.** The Successful Bidder/Proposer shall comply with all Federal, State, County and City laws, regulations, rules and regulations as applicable to this bid/proposal.

**4.31 AUDIT RIGHTS.** The Awardee will keep adequate records and supporting documentation applicable to this contractual matter. Said records and documentation will be retained by the Awardee for a minimum of three (3) years from the date of termination of this Award. The City and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the City deems necessary during the period of this Award and during the period of three (3) years thereafter. The three (3) year time period will be extended until audit findings are issued if an audit is initiated during the three (3) year period. Such activity shall be conducted only during normal business hours. The

City, during the period of time expressed by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Awardee as concerns the aforesaid records and documentation.

**4.32 CITY OF TAMPA ETHICS CODE.** The 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 or Request for Proposal 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 contract or obligation entered into with the City, or from having any direct or indirect financial interest in effecting any such contract or obligation. The Awardee shall ensure that no City employee receives any such benefit or interest as a result of the award of this Invitation to Bid or Request for Proposal. (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 web link below:  
**[http://www.tampagov.net/appl\\_Message\\_Center/external.asp?strServiceID=246](http://www.tampagov.net/appl_Message_Center/external.asp?strServiceID=246)**

Tampa's municipal codes are published online by the Municipal Code Corporation.

Printed copies of the Ethics Code can be obtained from the City Clerk's Office for a fee of \$0.15 cents a page.

**4.33 SCRUTINIZED COMPANIES.** Section 287.135, Florida Statutes prohibits agencies from contracting 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 is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes (effective October 1, 2016) or is engaged in a boycott of Israel (effective October 1, 2016) or is engaged in business operations in Cuba or Syria. 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 on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes (effective October 1, 2016) or is engaged in a boycott of Israel (effective October 1, 2016) or is engaged in business operations in Cuba or Syria may not bid on, submit a proposal for, 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. Contractor certifies that Contractor is not in violation of Section 287.135, Florida Statutes.

For Contracts \$1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor 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, created pursuant to Section 215.4725, Florida Statutes (effective October 1, 2016) or is engaged in a boycott of Israel (effective October 1, 2016) or is engaged in business operations in Cuba or Syria, the City shall either terminate the Contract after it has given the Contractor 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, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

**4.34 MINIMUM WAGE AMENDMENT.** The Awardee/Contractor shall comply with the minimum wage requirements as required in Article X, Section 24, Constitution of the State of Florida as of May 2, 2005.

The rate of wages for all persons employed by the Awardee/Contractor on the work covered shall not be less than the rate of wages required by the Fair Labor Standards Act (Public Law 104-188) enacted August 20, 1996.

**4.35 INVOICING.** The Awardee shall furnish the City complete itemized invoices for the goods received. Invoices are to reflect the prices stipulated on the purchase order and as outlined in this bid/proposal document on the bid response/pricing sheets. 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 delivery;
- Cost of items as stated on Bid Response and extended price to reflect total cost for number of items received.

**4.36 SUB-CONTRACTING SUBMITTALS.** No Awardee shall assign the award or any rights or obligations thereunder without the written consent of 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 Schedule of Sub-Contracting forms, with bid response. ("Schedule of All Sub-Contractors/Consultants/Suppliers Solicited" MBD 10 and "Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized" MBD 20). **These forms must be submitted with all bids or proposals. Submittals that do not contain these forms will be deemed "non-responsive".**

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.

**4.37 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).

**4.38 PUBLIC CONSTRUCTION BOND.** A Public Construction Bond (Performance and Payment Bond) will be required regardless of the award amount of this Contract. The Public Construction Bond shall be issued in a sum equal to one hundred percent (100%) of the total Bid amount by a surety company considered satisfactory by the City and authorized to transact business in the State of Florida and shall be provided by the Contractor 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 non-payment of debts as might be incurred during the Contractor's performance under such contract. 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. The Bond shall be issued or countersigned by a local resident producing agent of such surety company who is a resident of the State of Florida, regularly commissioned and licensed in the State, and satisfactory evidence of the authority of the person or persons executing such Bond shall be submitted with the Bond. The premium on the Bond shall be paid by the Contractor. The Public Construction Bond form has been included in the bid documents and said forms must be properly executed by the surety company and Contractor and certified copies of the recorded bonds shall be submitted to City staff within twenty (20) days after Notice of Award by City staff. No work shall be commenced until such time as the certified copy is delivered to the City and the contract executed by both parties. A new Public Construction Bond will be required for each renewal term of the contract.

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.

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"**

**4.39 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. 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: <http://www.tampaport.com/Port-Operations/Security>.

**4.40 OSHA SAFETY DATA SHEETS.** Where applicable, OSHA Safety Data Sheets (SDSs) shall be submitted by the Successful Bidder(s) 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.

## **5. 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 successful Bidder shall comply with the following Statement of Assurance:

During the performance of this Contract, the Contractor herein assures the City, that said Contractor 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 Contractor does not on the grounds of race, color national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against said Contractor's employees or applicants for employment.

The Contractor understands and agrees that this Contract is conditioned upon the veracity of this Statement of Assurance, and that violation of this condition shall be considered material breach of this Contract. Furthermore, the Contractor herein assures the City, that said Contractor 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.

The Contractor 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 Contract. The Contractor further acknowledges that it must comply with City of Tampa Code of Ordinances, Chapter 26.5, as enacted by Ordinance No. 2008-89."

### **5.1 EQUAL OPPORTUNITY**

The City of Tampa hereby notifies all Bidders that all eligible businesses, including Small Local Businesses Enterprises (SLBEs) will be afforded a full opportunity to participate in any award made by the City of Tampa pursuant to this present proposal matter and will not be subjected to discrimination on the basis of race, color, sex, or national origin. The City of Tampa prohibits any person involved in City of Tampa contracting and procurement activities, to discriminate on the basis of race, color, religion, sex, national origin, age, or physical handicap.

***For additional information contact the Minority Business Development Office at 813/274-5543 or 813/274-5512. [http://www.tampagov.net/dept\\_minority\\_business\\_development/](http://www.tampagov.net/dept_minority_business_development/)***



**TECHNICAL SPECIFICATIONS FOR  
OUTFALL MAINTENANCE SERVICES FOR THE  
DEPARTMENT OF TRANSPORTATION AND STORMWATER SERVICES**

**1. 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.

**2. 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.

**3. 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.

#### **4. 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.

#### **5. 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.

#### **6. 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.

#### **7. 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.

#### **8. USE OF HERBICIDE**

All uses of herbicides shall be pre-approved by the Manager of the Department of Transportation and Stormwater Services - Operations. 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.

#### **9. 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.

**ITEM 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-incidentals 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.

**10. 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: Transportation and Stormwater Services – Operations, 3802 E. 26<sup>th</sup> Avenue, Tampa, FL 33605

**11. MONETARY DEDUCTIONS FOR BREACH OR NON-COMPLIANCE**

In the event that the vegetation heights do not meet those specified or that the outfalls has not been sufficiently cleaned, the Awardee shall be notified, in writing, that he/she has three days to bring those outfall into compliance. Upon re-inspection, if those outfalls are still deficient, the Awardee shall be assessed each day a monetary deductions equal to 20 percent of the unit price of the outfalls until they are brought into compliance.

**12. 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.

## 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 for a Contract \$1,000,000 and greater, Bidder certifies that the Awardee is not on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

FURTHER AFFIANT SAYETH NOT.

Bidder: Complete the applicable Acknowledgement for An Individual Acting In His Own Right, A Partnership or A Corporation, according to your firm type.

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

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

The foregoing instrument was acknowledged before me 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 A PARTNERSHIP**

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
20\_\_, by \_\_\_\_\_, who is a partner on behalf of \_\_\_\_\_, a  
partnership. He/She is personally known to me or has produced identification and 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 A CORPORATION**

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_,  
who is \_\_\_\_\_

(Title)

of \_\_\_\_\_  
(Corporation Name)

a corporation under the laws of the State of \_\_\_\_\_, on behalf of the said corporation.  
He/She 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

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

BID #: 31052616	
BID TITLE: Outfall Maintenance Services for the Department of Transportation & Stormwater Services	
<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 include the Outfall Inventory Lists per the Technical Specifications, Section 1. Scope?	<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 2. Bidder Requirements and Submittals?	<input type="checkbox"/>

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

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

Authorized signature: \_\_\_\_\_ Date: \_\_\_\_\_



**BID RESPONSE FOR  
OUTFALL MAINTENANCE SERVICES FOR THE DEPARTMENT OF TRANSPORTATION AND STORMWATER  
SERVICES**

*Please Print or Type*

We the undersigned, as Bidders, hereby declare that we have carefully read this proposal or 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.

Item No.	Description	Unit	Quantity	Unit Price (\$)	Total Price (\$)
			(a)	(b)	(c) = (a) x (b)
1	Inspection/Report per Outfall	EA	206	\$	\$
2	Pipe Cleaning 0" - 24" Diameter	EA	150	\$	\$
3	Pipe Cleaning 25" - 36" Diameter	EA	34	\$	\$
4	Pipe Cleaning 37" - 48" Diameter	EA	8	\$	\$
5	Pipe Cleaning 49" - 72" Diameter	EA	2	\$	\$
6	Alluvial Fan Removal	CY	1000	\$	\$
7	Hauling and Disposing of Waste/Vegetation Material	TON	5000	\$	\$
8	Mangrove Trimming	SY	1000	\$	\$
9	Box Culvert Cleaning 0 - 23 Square Feet	EA	6	\$	\$
10	Box Culvert Cleaning 24 - 36 Square Feet	EA	6	\$	\$
11	Contingency Allowance	LS	1	\$	\$100,000.00

**TOTAL COMPUTED PRICE (BASIS OF AWARD):** \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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  
                                 ☐ 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

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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/proposal.**

**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 or proposals.** **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 or proposal.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **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.

If additional information is required or you have questions, please contact the Equal Business Opportunity Program - Minority and Small Business Development Office at (813) 274-5522.





## 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 or proposals. 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 or proposal.

- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **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 (GFECP) 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.

If additional information is required or you have questions, please contact the Equal Business Opportunity Program - Minority and Small Business Development Office at (813) 274-5522.

## EXHIBIT A

City of Tampa  
Department of Transportation and Stormwater Services  
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: _____			
_____			
_____			

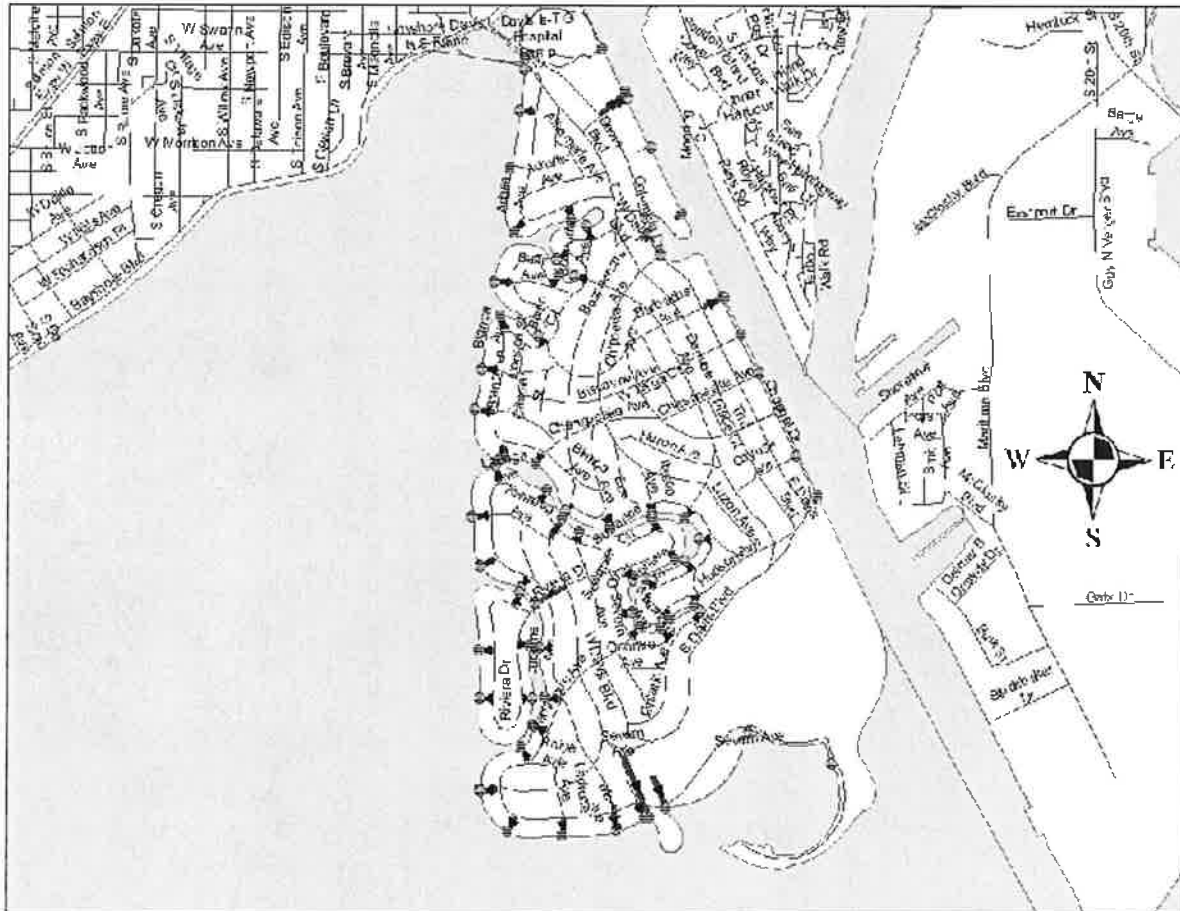
## EXHIBIT B

### 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



## DAVIS ISLANDS – OUTFALL LOCATIONS

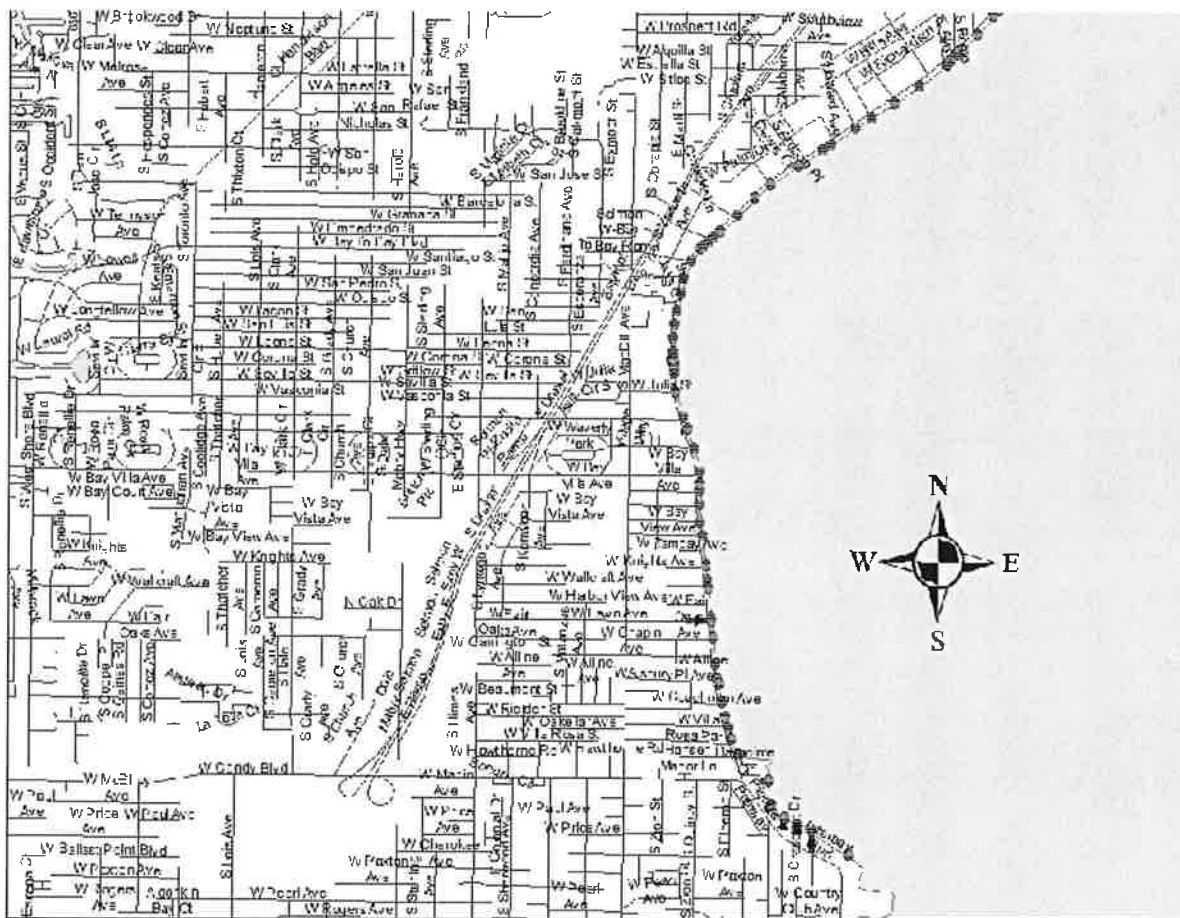


## BAYSHORE BLVD – OUTFALL LOCATIONS (NORTHERN SECTION)



BAYSHORE BLVD – NORTHERN SECTION

**EXHIBIT D-2  
BAYSHORE BLVD – OUTFALL LOCATIONS  
(SOUTHERN SECTION)**



**BAYSHORE BLVD – SOUTHERN SECTION**

## EXHIBIT E

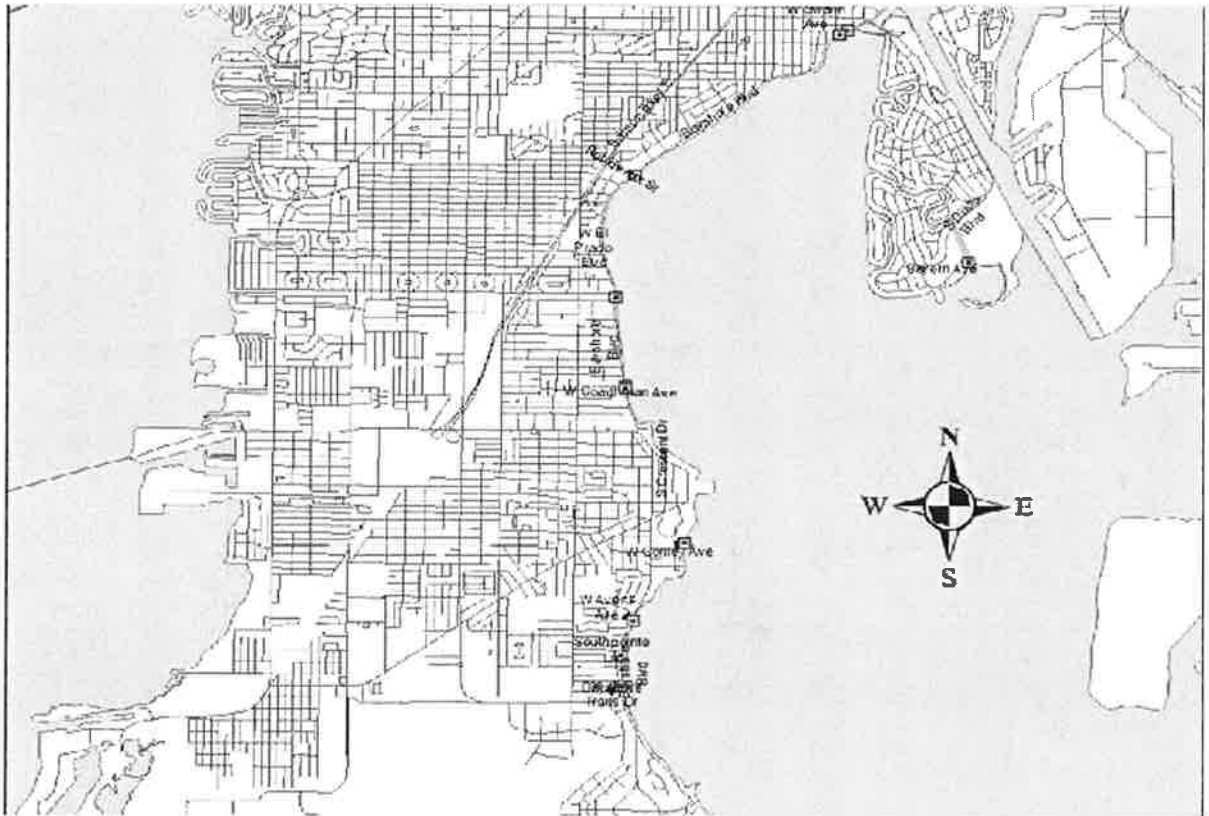
### OUTFALL BOX OUTFALL SIZES/QUANTITIES ON DAVIS ISLANDS AND BAYSHORE BLVD

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

#### *DAYSIDE 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 315 East Kennedy Boulevard, 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 DEPARTMENT OF TRANSPORTATION AND STORMWATER SERVICES  
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

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Print Name)

APPROVED AS TO FORM:

\_\_\_\_\_  
Marcella T. Hamilton  
Assistant City Attorney

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

Bob Buckhorn, Mayor

Purchasing Department

Gregory K. Spearman, CPPO, FCCM  
Purchasing Director

August 31, 2018

Mr. William Coughlin  
Waterfront Property Services, LLC.  
Dba Gator Dredging  
13630 50<sup>th</sup> Way North  
Clearwater, FL 33760

**Subject: Outfall Maintenance Service for the Department of Transportation and Stormwater Services**

Dear Mr. Coughlin:

Per **Resolution No. 2018-746** passed and adopted by the City Council of the City of Tampa, Florida on August 23, 2018, your bid has been renewed on referenced materials. The award period is from **October 6, 2018** through **October 5, 2019**.

Attached is a copy of the approved resolution for your records. All orders will be placed by purchase order.

If you have any questions, please call me at (813) 274-8834.

Sincerely,

*Celeste C. Gibbons-Peoples*

Celeste C. Gibbons-Peoples, CPPB  
Certified Procurement Analyst

cc: File  
Ghoonesh Ramdail  
Penny Hammock

BPA 118210212

Agmt  
Bcl

PURCHASING/MTH/CGP/AGG

RESOLUTION NO. 2018-

7412

A RESOLUTION APPROVING THE RENEWAL OF AN AGREEMENT BETWEEN THE CITY OF TAMPA AND WATERFRONT PROPERTY SERVICES, LLC DBA GATOR DREDGING FOR THE PROVISION OF OUTFALL MAINTENANCE SERVICE FOR THE DEPARTMENT OF TRANSPORTATION AND STORMWATER SERVICES IN THE ESTIMATED AMOUNT OF \$500,000; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tampa, Florida, by authority contained in Resolution No. 2016-808, passed and adopted by City Council on October 6, 2016, entered into an Agreement with Waterfront Property Services, LLC dba Gator Dredging for the provision of Outfall Maintenance Service for the Department of Transportation and Stormwater Services; and

WHEREAS, the period of said Agreement was extended for a one-year period by authority contained in Resolution No. 2017-732, passed and adopted by the City Council of the City of Tampa on August 24, 2017; 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. 2016-808, passed and adopted by the City Council on October 6, 2016, the City of Tampa is renewing the Agreement with Waterfront Property Services, LLC dba Gator Dredging for an additional one-year period, commencing at 12:01 a.m., October 6, 2018 and expiring at 12:00 midnight, October 5, 2019 upon the same terms and conditions as contained in the original Agreement.

Section 2. This will provide \$500,000 in FY2019 for the provision of Outfall Maintenance Service for the Department of Transportation and Stormwater Services from the Stormwater Service Assessment Fund.

Section 3. That the proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions 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 AUG 23, 2018

CHAIR/CHAIR PRO-TEM CITY COUNCIL

ATTEST:

  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY  
BY MARCELLA T. HAMILTON, ASSISTANT CITY ATTORNEY

X2018 - 913



# CITY OF TAMPA

Bob Buckhorn, Mayor

Purchasing Department

Gregory K. Spearman, CPPO  
Purchasing Director

October 28, 2016

Waterfront Property Services, LLC dba Gator Dredging  
13630 50<sup>th</sup> Way North  
Clearwater, FL 33760

SUBJECT: Outfall Maintenance Service for the Department of Transportation & Stormwater Services

Good morning,

Enclosed is one fully executed copy of the Agreement between the City of Tampa and Waterfront Property Services, LLC dba Gator Dredging for the provision of Outfall Maintenance Service for the Department of Transportation & Stormwater Services.

Outfall Maintenance Service for the Department of Transportation & Stormwater Services  
Resolution No. 2016-808, October 6, 2016

Acquahetta G. Grant  
Purchasing Technician

agg

Enclosures

AGREEMENT

THIS AGREEMENT made and entered into at Tampa, Florida, this 6<sup>th</sup> day of October, 2016, A.D. 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, FL 33602 and Waterfront Property Services, LLC d/b/a Gator Dredging, hereinafter referred to as "Contractor", whose address is 13630 50<sup>th</sup> Way North, Clearwater, FL 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
- (b) Insurance Requirements
- (c) Bid #31052616, Outfall Maintenance Service for the Department of Transportation & Stormwater Services in its entirety including, but not limited to all attachments, exhibits, Addendum No.1, Addendum No.2, General Conditions, 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. Total Contract amount shall not exceed the amount set forth in the Bid Response Page.

**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:**

Unless specifically prohibited by Florida law, Contractor shall defend, indemnify and hold harmless the City and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree whether resulting from any claimed breach of this Contract by Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or anyone employed or utilized by Contractor in the performance of this Contract. 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 Contractor,

the City and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Contractor. Contractor's obligation to indemnify and defend under this Section will survive the expiration or earlier termination of this Contract until it is determined by final judgment that an action against the City or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. Contractor shall guarantee the payment of all just claims for materials, supplies, tools, labor or other just claims against it or any subcontractor in connection with this Contract.

**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:**

Should any provision of the Contract Documents be determined by a court to be unenforceable, such determination shall not affect the validity or enforceability of any other section or part hereof.

**TENTH:**

The Contractor shall remain an independent contractor and shall have no power, nor shall Contractor represent that Contractor has any power, to bind the City or to assume or to create any obligation expressed or implied on behalf of the City.

**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:

With copies to:

(a) If to the City:

Bryan Rodger  
3802 East 26th Avenue  
Tampa, Florida 33605  
(813) 274-8427 (Telephone)  
(813) 622-1956 (Fax)

with a copy to:

City of Tampa Attorney  
City Attorney's Office  
315 E. Kennedy Boulevard  
5th Floor - City Hall  
Tampa, Florida 33602  
(813) 274-8996 (Telephone)  
(813) 274-8809 (Fax)

(b) If to the Contractor:

William J. Coughlin III, President/CEO  
13630 50<sup>th</sup> Way N  
Clearwater, FL 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 #31052616 is hereby amended by deleting Exhibit G and inserting in lieu thereof the attached Exhibit G Form of Public Construction Bond.

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.

**FOURTEENTH:**

Hillsborough County Government Purchasing Council member agencies or other agencies may at their discretion or option, utilize the terms and conditions of the Contract Documents set forth herein. Said agencies must contract independently with Contractor for such services under separate contract.

ATTEST:

Shirley Fox-Krueger  
(SEAL) CITY CLERK/DEPUTY CITY CLERK

CITY OF TAMPA

By: Bob Buckhorn  
BOB BUCKHORN, MAYOR

APPROVED AS TO FORM:

Marcella T. Hamilton  
MARCELLA T. HAMILTON  
ASSISTANT CITY ATTORNEY

WATERFRONT PROPERTY SERVICES, LLC D/B/A  
GATOR DREDGING

BY: William J. Coughlin, III  
WILLIAM J. COUGHLIN, III  
PRESIDENT

ATTEST:

[Signature]  
(SEAL) CORPORATE SECRETARY

Corporation – S ( ☒ )  
Partnership ( )  
Individual ( )

Incorporated in the State of FLORIDA

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

Bob Buckhorn, Mayor

Purchasing Department

Gregory K. Spearman, CPPO, FCCM  
Purchasing Director

June 15, 2018

Mr. William Coughlin  
Waterfront Property Services, LLC  
dba Gator Dredging  
13630 50<sup>th</sup> Way North  
Clearwater, FL 33760

Dear Mr. Coughlin:

Your firm has an award with the City of Tampa to provide **Outfall Maintenance Service for the Department of Transportation and Stormwater Services**

This existing award expires on **October 5, 2018**. Under the provisions of this award, the same prices, terms and conditions (if applicable) may be renewed if mutually agreeable to both parties for an additional one-year period.

If your firm desires to extend the award, please complete and return this Statement of Intent Letter and the enclosed "Schedule of All Sub-Contractors/Consultants/Suppliers Solicited" MBD 10 and "Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized" MBD 20 Forms. These MBD forms should document any subcontractors that are going to be used to provide goods/services for the award's renewal period. If no subcontractors are to be used, the forms should be marked accordingly. **All of these documents must be submitted with the Statement of Intent in order for the award/contract to be renewed.**

If you do not wish to renew, please indicate so in the appropriate space below.

Sincerely,

*Penny A. Hammock*

Contract Services Technician

## STATEMENT OF INTENT

I, Philip A. Findlay, being authorized to contract for Waterfront Property Services, LLC Gator Dredging, do hereby express the firm's desire to extend the above referenced agreement upon the same prices, same terms and conditions. I understand that an extension of the agreement requires the City's approval. This statement represents the above firm's binding approval of an extension of this agreement.

*Janet A. Dearborn* By: *[Signature]*

Witness

6/19/18

Date

Authorized Signature

Philip A. Findlay

Type or Print Name Above

Title: Vice President

( ) We do not wish to renew this award. The source for non-renewal is:

NOTE: Please Return by: **June 29, 2018**.

306 E. Jackson Street, 2E • Tampa, Florida 33602 • (813) 274-8351 • FAX: (813) 274-8355

**TampaGov**

www.tampagov.net

City of Tampa  
FL 33602

Vice President



## 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 or proposals.** 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 when Goal has been established.

- **Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business.
- **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/solicited for this contract.** Checking the box indicates that a pre-determined Subcontract Goal 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 must be submitted with your invoices. **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/solicited.
- **See attached documents.** Check box, if after you have completed the DMI Form in its entirety, you are providing any additional 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 Women/Minority Business Enterprise.
- **Federal ID, FIN.** 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.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials** Indicate the trade, service, or material provided by the subcontractor. NIGP codes are listed at top section of document.
- **Contact Method L=letter, F=fax, E=Email, P=Phone.** Indicate with letter the method 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.

If any additional information is required or you have any questions, you may call the Minority Business Development Office at (813) 274-5522.

City of Tampa – DMI Schedule of Sub-(Contractors/Consultants/Suppliers) to be Utilized  
(FORM MBD-20)

Contract No.: 16-P-00.165 Contract Name: Outfall Maintenance Service for the Department of Transportation and Stormwater Services

Contractor Name Waterfront Property Services, LLC Gator Dredging Address: 13630 50<sup>th</sup> WAY n, Clearwater, FL 33760  
Federal ID: 20-3403593 Phone: 727-527-1300 Fax: 727-527-1303 Email: bill@gatordredging.com

[ ] See attached documents.

[ x ] No Subcontracting (of any kind) will be performed on this contract.

NIGP Code General Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

**This DMI Schedule Must Be Submitted with the Bid or Proposal (Do Not Modify This Form)**

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

[illegible]

Total Subcontract/Supplier Utilization \$ 0

Total SLBE Utilization \$ 0

Total WMBE Utilization \$ 0

Percent SLBE Utilization of Total Bid/Proposal Amt. 0% Percent WMBE Utilization of Total Bid/Proposal Amt. \_\_\_\_\_%

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this contract. **This form must be completed and submitted with the bid or proposal.** Modifying or failing to sign DMI forms may result in Non-Compliance and/or deemed non-responsive.

Signed: \_\_\_\_\_

Name/Title:

Date:

MBD 20 rev 02/01/13

**Note:** Detailed Instructions for completing this form are on the next page.

## 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 or proposals. All subcontractors projected to be utilized must be included on this form.*

- **Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business.
- **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 (of any kind) will be performed on this contract.** Checking box indicates your business will not use subcontractors when no Subcontract Goal has been 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 must be submitted with your invoices. **Note:** Certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors.
- **See attached documents.** Check if you have provided any additional documentation relating to the utilization of subcontractors.

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.
- **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. NIGP codes are available at <http://www.tampagov.net/mbd>.
- **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.
- **Total Subcontract/Supplier Utilization.** – Provide total dollar amount of all subcontractors/suppliers projected to be used for the contract. (Dollar amounts may not apply to CCNA proposals.)
- **Total SLBE Utilization.** Provide total dollar amount for all projected SLBE subcontractors/Suppliers used for this contract. (Dollar amounts may not apply to CCNA proposals.)
- **Total WMBE Utilization.** Provide total dollar amount for all projected WMBE subcontractors/Suppliers used for this contract. (Dollar amounts may not apply to CCNA proposals.)
- **Percent SLBE Utilization.** Total amount allocated to SLBEs divided by the total bid amount. (Dollar amounts may not apply to CCNA proposals.)
- **Percent WMBE Utilization.** Total amount allocated to WMBEs divided by the total bid/proposal amount. (Dollar amounts may not apply to CCNA proposals.)

If any additional information is required or you have any questions, you may call the Minority Business Development Office at (813) 274-5522.

**From:** Donner, Mary Ellen  
**To:** Renninger, Melissa L  
**Subject:** Gator Dredging  
**Date:** Thursday, January 17, 2019 12:06:36 PM

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**From:** McMillen, Corey  
**Sent:** Wednesday, January 16, 2019 1:48 PM  
**To:** Donner, Mary Ellen  
**Subject:** RE: Gator Dredging

Mary Ellen,

Parks & Recreation has the approval to piggyback off the City of Tampa bid/contract.



## SERVICES AGREEMENT

DATE: February 7, 2019

### SERVICE PROVIDER

**Gator Dredging**  
13630 50th Way N  
Clearwater, FL 33760  
Phone: (727) 527-1300  
Fax: (727) 527-1303

### CUSTOMER

Brevard County  
Tex Loadholtz  
2725 Jusge Fran Jamieson Way, Building B Suite 203  
Melbourne, FL 32940  
Phone: 321-302-1608  
Email: tex.loadholtz@brevardfl.gov

### PROJECT LOCATION:

Scottsmoore Landings Park

**PROJECT SCOPE:** Gator Dredging will perform an inspection within the canal to determine current elevations, control depth and/or bottom, design maintenance project and calculate estimated removal volumes for several otions. GD will dredge the material from an area roughly 438 x 50 x 2 (1700cy), near the Scottsmoore Landing Park as shown in the exhibit. Gator Dredging will deploy their mechanical dredging equipment to extract the sand and muck. This material will be placed into a specifically designed dewatering truck. The material will then be trucked to a County disposal site (Dunn Road Pitt) off of Dunn Rd, that is within 10 miles of the project site. Client is responsible for tipping fees, if required. GD is not responsible for any site work, grading material, or restoration at the County disposal site. If material needs to go to a diferent site, additional costs may occur. If additional material is requested to be removed, costs are identified below. NOTE: If any local permitting is required besides permits 4-009-14545-1 or 14545-2, (City, County) for any reason (including upland or in-water activities), additional fees may apply and client is responsible for all submittal fees and permit fees. Payment to be Net 30 from receipt of invoice.

ID	DESCRIPTION	UNIT	QTY	\$ PER UNIT	TOTAL
1	Item #1 Inspection/ Report	EA	1	200.00	\$ 200.00
2	Item #6: Alluvial Fan Removal	CY	1700	120.00	\$ 204,000.00
3	Item #7: Hauling and Disposal of Material	TON	2125	60.00	\$ 127,500.00
				<b>TOTAL</b>	<b>\$ 331,700.00</b>

\* Item will be invoiced TBD

The above prices, specifications and conditions are satisfactory and are hereby accepted. Gator Dredging is authorized to perform the work as specified above. Payment will be made as outlined in this proposal.

Gator Dredging may withdraw this proposal if not accepted within thirty (30) days.

### Acceptance of Proposal

Signature/Owner: \_\_\_\_\_

Date: \_\_\_\_\_

If you have any questions contact John Schamp at 727-527-1300

We appreciate the opportunity to provide this scope of services and look forward to working with you.

CGC:1512360