

RESOLUTION NO. 2022 1127

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

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

Whereas, Bayside Dredging LLC submitted the lowest responsible bid.

NOW, THEREFORE,

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

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

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

is hereby approved,

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

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

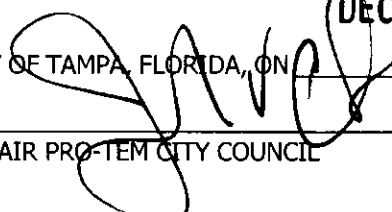
Section 4. That the Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk to attest and affix the official Seal of the City to, said Agreement on behalf of the City.

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


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

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

DEC 15 2022



CHAIR/CHAIR PRO-TEM CITY COUNCIL

ATTEST: 

CITY CLERK/DEPUTY CITY CLERK
APPROVED AS TO LEGAL SUFFICIENCY

BY MARCELLA T. HAMILTON
SENIOR ASSISTANT CITY ATTORNEY II

AGREEMENT

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

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

FIRST:

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

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

SECOND:

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

THIRD:

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

FOURTH:

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

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

FIFTH:

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

SIXTH:

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

SEVENTH:

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

EIGHTH:

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

NINTH:

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

TENTH:

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

ELEVENTH:

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

TWELFTH:

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

(a) If to the City:

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

with a copy to:

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

(b) If to the Contractor:

Bret Sapp, President
5035 Ulmerton Road
Clearwater, Florida 33760

A validly given notice, consent, demand, approval, statement, or other communication (other than checks and other forms of payment) will be effective on the earlier of its receipt, if delivered personally or by telecopy or commercial courier, or the fifth (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 #101100422 is hereby amended by deleting Exhibit G and inserting in lieu thereof the attached Exhibit G Form of Public Construction Bond.

FOURTEENTH:

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

SIGNATURE PAGE FOLLOWS ON NEXT PAGE

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

ATTEST:

Shirley Fox-Krowles

(SEAL) CITY CLERK/DEPUTY CITY CLERK



CITY OF TAMPA

Jane Castor

JANE CASTOR, MAYOR

APPROVED AS TO FORM:

Marcella Hamilton

MARCELLA T. HAMILTON
SENIOR ASSISTANT CITY ATTORNEY II

BAYSIDE DREDGING LLC

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

ATTEST:

BY: **Bret Sapp**

TYPE OR PRINT

TITLE: **President**

(SEAL) CORPORATE SECRETARY

(Pres., V-Pres., Partner, Owner)

Corporation

Partnership

Individual

Incorporated in the State of

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

WITNESS: _____

WITNESS: _____

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