



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 50th 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

Acquanetta G. Grant
Purchasing Technician

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Enclosures

AGREEMENT

THIS AGREEMENT made and entered into at Tampa, Florida, this 6th 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 50th 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.

ATTEST:

Shirley Fox-Kroules

(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.