



City of Tampa
Jane Castor, Mayor

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

Office (813) 274-8351

Fax: (813) 274-8355

January 4, 2023

Bret Sapp
Bayside Dredging LLC
5035 Ulmerton Rd
Clearwater, FL 33760

Subject: **Outfall Maintenance Services, Bid #101100422**

Your bid has been approved on the aforementioned product(s)/service(s). The approved annual expenditure for this award will be \$900,400.

Your award period is from **December 15, 2022** through **December 14, 2023** and may be extended at the same price(s), terms and conditions, by written mutual agreement from both parties for four additional one-year period(s). All orders will be placed by a purchase order.

A copy of your firm's bid has been forwarded to the user department for the purpose of monitoring the award terms and conditions. Additionally, invoices will be reconciled with the actual bid price submitted. Invoices will be paid based on the unit price indicated on the Bid Pricing Pages through GetAll.

If you have any questions, please call at (813) 274-8354 or email at Lewina.Woodard@tampagov.net.

Sincerely,

Lewina Woodard

Lewina Woodard
Procurement Specialist

Cc: P. Hammock
Bid File

RESOLUTION NO. 2024 - 815

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

WHEREAS, pursuant to the authority contained in Resolution No. 2022-1127, passed and adopted by City Council on December 15, 2022, the City of Tampa entered into an agreement with Bayside Dredging LLC for the furnishing of Outfall Maintenance Services for the Mobility Department's use (the "Agreement"); and

WHEREAS, pursuant to the authority contained in Resolution No. 2023-1126, passed and adopted by City Council on October 19, 2023, the period of the Agreement was extended for a one-year period; and

WHEREAS, the City of Tampa and Bayside Dredging LLC desire to amend the Agreement, without an escalation in price, to extend said Agreement for a one-year period commencing at 12:01 a.m., December 15, 2024, and expiring at 12:00 a.m., December 14, 2025, and to modify the process for entering private property, if necessary, for the purpose of outfall maintenance.

NOW, THEREFORE,

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

Section 1. That the First Amendment to 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.

Section 2. This Resolution amends the Agreement between the City of Tampa and Bayside Dredging LLC for the furnishing of Outfall Maintenance Services to renew the award between the City of Tampa and Bayside Dredging LLC and provides an estimated amount of \$900,000 over a twelve-month period, subject to annual appropriation, for the Mobility Department's use within the Stormwater Service Assessment Fund.

FIRST AMENDMENT TO THE AGREEMENT

THIS FIRST AMENDMENT TO THE AGREEMENT ("First Amendment") is entered this ____ day of _____, 2024, 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 the "City," and Bayside Dredging LLC, a Florida limited liability company, hereinafter referred to as "Contractor," for the furnishing of Outfall Maintenance Services.

WHEREAS, pursuant to the authority contained in Resolution No. 2022-1127, passed and adopted by City Council on December 15, 2022, the City entered into an agreement with Contractor for the furnishing of Outfall Maintenance Services for the Mobility Department's use ("the Agreement"); and

WHEREAS, pursuant to the authority contained in Resolution No. 2023-1126, passed and adopted by City Council on October 19, 2023, the period of the Agreement was extended for a one-year period; and

WHEREAS, the City and Contractor are seeking an amendment to the Agreement, without an escalation in price, to extend the Agreement for a one-year period with the option to renew for two additional one-year periods and to modify Contractor's process for entering private property.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein and in the Agreement, the City and Contractor agree as follows:

1. The recitals provisions set forth above are true and correct and are incorporated herein by reference.
2. Invitation to Bid #101100422, Section 4.14. AWARD PERIOD AND RENEWAL made part of the Agreement is amended by adding the following sentence to the end:

"The award shall be renewed for a one-year period commencing at 12:01 a.m., December 15, 2024, and expiring at 12:00 a.m., December 14, 2025, and may, by mutual written agreement, be renewed for two additional one-year periods."

3. Invitation to Bid #101100422, Section 4.34. SCRUTINIZED COMPANIES made part of the Agreement is deleted in its entirety and replaced with the following:

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

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

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement Between the City of Tampa and Bayside Dredging LLC for the Furnishing of Outfall Maintenance Services on the day and year written first above.

City of Tampa

By: *Jane Castor*
Jane Castor, Mayor

Attest:

By: *Shirley Fox-Knowles* (Seal)
City Clerk/Deputy City Clerk



Approved as to Legal Sufficiency:

By: *Megan Birnholz*
Megan Birnholz (Oct 21, 2024 09:08 EDT)
Megan Birnholz
Assistant City Attorney

Bayside Dredging LLC

By: *Bret Sapp*
Signed

By: Bret Sapp
Type or Print

Title: President

The execution of this document was authorized by
Resolution No. 2024 - ____

RESOLUTION NO. 2023 - 1126

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

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

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

NOW, THEREFORE,

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

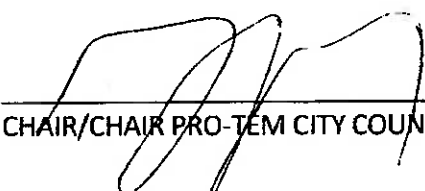
Section 1. That pursuant to Resolution No. 2022-1127, passed and adopted by the City Council on December 15, 2022, the City of Tampa is renewing the Agreement with Bayside Dredging LLC for an additional one-year period, commencing at 12:01 a.m., December 15, 2023, and expiring at 12:00 midnight, December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

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

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

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

OCT 19 2023



CHAIR/CHAIR PRO-TEM CITY COUNCIL

ATTEST:



CITY CLERK/DEPUTY CITY CLERK (SEAL)

APPROVED AS TO LEGAL SUFFICIENCY

BY MARCELLA T. HAMILTON
SENIOR ASSISTANT CITY ATTORNEY II

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

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

Whereas, Bayside Dredging LLC submitted the lowest responsible bid.

NOW, THEREFORE,

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

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

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

is hereby approved,

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

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

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

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

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

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

CHAIR/CHAIR PRO-TEM CITY COUNCIL

ATTEST:

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

BY MARCELLA T. HAMILTON
SENIOR ASSISTANT CITY ATTORNEY II

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.

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

ATTEST:

Shirley Fox-Kewles

(SEAL) CITY CLERK/DEPUTY CITY CLERK

APPROVED AS TO FORM:

Marcella Hamilton

MARCELLA T. HAMILTON
SENIOR ASSISTANT CITY ATTORNEY II

ATTEST:

(SEAL) CORPORATE SECRETARY



CITY OF TAMPA

Jane Castor

JANE CASTOR, MAYOR

BAYSIDE DREDGING LLC

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

BY: Bret Sapp

TYPE OR PRINT

TITLE: President

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

Corporation ☒

Partnership ☐

Individual ☐

Incorporated in the State of

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

WITNESS: _____

WITNESS: _____

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

Outfall Maintenance Services Line Item Tabulation Breakdown				
			BID # 101100422	
Item #	Description	quantity	unit price	total price
1	Inspection/Report per Outfall Pipe	800	\$ 250.00	\$ 200,000.00
2	Cleaning 0" - 24" Diameter Pipe	50	\$2,000.00	\$ 100,000.00
3	Cleaning 25" - 36" Diameter Pipe	7	\$2,200.00	\$ 15,400.00
4	Cleaning 37" - 48" Diameter Pipe	3	\$3,400.00	\$ 10,200.00
5	Cleaning 49" - 72" Diameter Pipe	4	\$5,200.00	\$ 20,800.00
6	Alluvial Fan Removal (CY)	3000	\$ 150.00	\$ 450,000.00
7	Hauling and Disposing of Waste/Veg Material (Ton)	1500	\$ 30.00	\$ 45,000.00
8	Mangrove Trimming (SY)	500	\$ 40.00	\$ 20,000.00
9	Box Culvert Cleaning 0 - 23 Square Feet	3	\$6,000.00	\$ 18,000.00
10	Box Culvert Cleaning 24 - 36 Square Feet	3	\$7,000.00	\$ 21,000.00
				\$ 900,400.00

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

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

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

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

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

Firm Name: **Bayside Dredging LLC**

Authorized signature: _____ Date: **10-17-2022**



Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid Non-Responsive

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

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

Check applicable box(es). Detailed Instructions for completing this form are on page 2 of 4.

☒ **No Firms were contacted or solicited for this contract.**

☒ **No Firms were contacted because:** capable of self performing

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

Note: Form MBD-10 must list ALL subcontractors solicited including Non-minority/small businesses

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

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N

Failure to Complete, Sign and Submit
 this form with your Bid Shall render the
 Bid Non-Responsive
 (Do Not Modify This Form)

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.

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

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid Non-Responsive

Forms must be included with Bid

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid Non-Responsive

Page 3 of 4 – DMI Solicited/Utilized Schedules
City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers)
(FORM MBD-20)

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

Check applicable box(es). Detailed Instructions for completing this form are on page 4 of 4.

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

Note: Form MBD-20 must list ALL subcontractors To-Be-Utilized including Non-minority/small businesses

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

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

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

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

S = SLBE W=WMBE O =Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
Federal ID					

Failure to Complete, Sign and Submit
this form with your Bid Shall render the
Bid Non-Responsive.
(Do Not Modify This Form)

Total ALL Subcontract / Supplier Utilization \$ 0.00

Total SLBE Utilization \$ _____

Total WMBE Utilization \$ _____

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

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

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

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid Non-Responsive

Forms must be included with Bid

**BID RESPONSE FOR
OUTFALL MAINTENANCE SERVICES**

Please Print or Type

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

Firm Name: **Bayside Dredging LLC**

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

Authorized Representative's Title: **President**

Address: **5035 Ulmerton Road**

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

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

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

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

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

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

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

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

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

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

Authorized Signature: _____ Date: **10-17-2022**

FURTHER AFFIANT SAYETH NOT.

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

FOR AN INDIVIDUAL ACTING IN HIS/HER OWN RIGHT

State of _____
County of _____

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

Signature of Notary Public

Signature of Affiant

Notary Public
State of: _____
My Commission
Expires: _____

Printed, typed, or stamped
Commissioned name of notary public

Printed or typed name of Affiant

FOR AN ENTITY

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

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

Type of identification produced: _____

Signature of Notary Public

Signature of Affiant

Notary Public
State of: _____
My Commission
Expires: _____

Printed, typed, or stamped
Commissioned name of notary public

Bret Sapp

Printed or typed name of Affiant

ATTACHMENT C - PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION

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

Note: Execute either section I. or II., but not both; Bidder may not modify language.

Information regarding the Florida Public Records Law can be located in the ITB in the General Conditions.

I. NO EXEMPTION FROM PUBLIC RECORDS LAW

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

<hr/>	10-17-2022
Bidder's Signature	Date

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

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

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

<hr/>	<hr/>
Bidder's Signature	Date

Reference List

1. Mike Edson
City of Tampa
Engineering Technician III, Mobility Department
Mobile (813) 690-1898
michael.edson@tampagov.net

2. Kyle B. Arrison
Construction Services Director
City of Pinellas Park
Public Works Operation Center
Mobile (727) 647-0170
KArrison@pinellas-park.com

3. Bill Coughlin
Waterfront Properties LLC dba, Gator Dredging
CEO/President
Mobile (727) 641-7131
bill@gatordredging.com

Company Profile

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

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

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

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



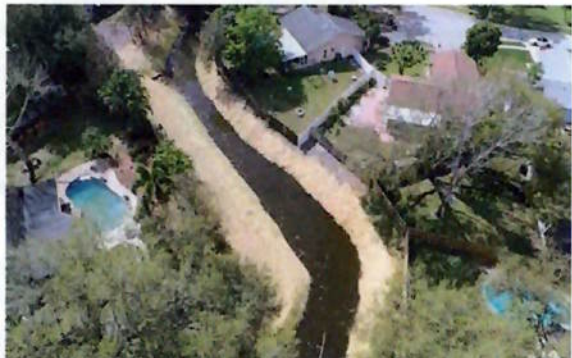
Bayside Dredging LLC**Project Name: City of Pinellas Park Pinebrook Estates****SCOPE:**

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

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

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

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

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

5035 ULMERTON RD • CLEARWATER, FLORIDA 33760 • PH: 727-436-5044 • FAX: 727-436-5003 • www.baysidedredging.com

Bayside Dredging LLC

Project Name: Dredging Services for East Lake Channel Nutrient Removal

SCOPE:

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

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





AGENCY CUSTOMER ID: BAYSDRE-01

ENOTO

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

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

ADDITIONAL REMARKS

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

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

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

Equipment List

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

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

KEVIN DAVIS

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

Email • kevin@baysidedredging.com

EXPERIENCE

AUGUST 2022 – PRESENT

PROJECT ENGINEER / I.T. SPECIALIST, BAYSIDE DREDGING

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

AUGUST 2010 – AUGUST 2022

PROJECT ENGINEER / I.T. SPECIALIST, GATOR DREDGING

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

EDUCATION

SUMMER 2010

B.S. CIVIL ENGINEERING, UNIVERSITY OF SOUTH FLORIDA

TECHNICAL SKILLS

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

Garrett Ceslok

Ft. Myers, FL 33920 • 239-834-1843

Email •

garrett@baysidedredging.com

EXPERIENCE

AUGUST 2022 – PRESENT

MANAGING PARTNER, BAYSIDE DREDGING

AUGUST 2012 – AUGUST 2022

SUPERINTENDENT, GATOR DREDGING

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

TECHNICAL SKILLS/CERTIFICATIONS

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

KEY PROJECT EXPERIENCE

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



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Detail by Entity Name

Florida Limited Liability Company
BAYSIDE DREDGING LLC

Filing Information

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

Principal Address

5035 ULMERTON RD
CLEARWATER, FL 33760

Changed: 07/27/2022

Mailing Address

5035 ULMERTON RD
CLEARWATER, FL 33760

Changed: 07/27/2022

Registered Agent Name & Address

SAPP, BRET
5035 Ulmerton Rd
CLEARWATER, FL 33760

Authorized Person(s) Detail

Name & Address

Title MGR

SAPP, BRET
5053 ULMERTON RD
CLEARWATER, FL 33760

Title MGR

SCHAMP, JOHN
5053 ULMERTON RD
CLEARWATER, FL 33760

Title MGR

DAVIS, KEVIN
5053 ULMERTON RD
CLEARWATER, FL 33760

Title MGR

CESLOK, GARRET
5053 ULMERTON RD
CLEARWATER, FL 33760

Annual Reports

No Annual Reports Filed

Document Images

[06/02/2022 - Florida Limited Liability](#) [View image in PDF format](#)

☐

EQUAL HOUSING
LENDER

Business Analysis - 1000821106 (continued)**Checks Paid (continued)**

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

* Indicates skipped check number

Daily Ledger Balance Summary

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

Overdraft and Returned Item Fees

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

9:34 AM

10/14/22

Accrual Basis

Bayside Dredging LLC
Sales by Customer Summary
 August 8 through October 14, 2022

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

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

Substitutes	Item No.	Unit Price (\$)	Comments
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No		\$150.00	
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Allow Substitutes	Item#	Description	Qty.	Unit of Issue	Comments
No		Hauling and Disposing of Waste/Vegetation Material	1500	Tons	As per solicitation Technical Specifications

Substitutes	Item No.	Unit Price (\$)	Comments
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No		\$30.00	
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Allow Substitutes	Item#	Description	Qty.	Unit of Issue	Comments
No		Mangrove Trimming	500	Yards	Square Yards-As per solicitation Technical Specifications

Substitutes	Item No.	Unit Price (\$)	Comments
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No		\$40.00	
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Allow Substitutes	Item#	Description	Qty.	Unit of Issue	Comments
No		Box Culvert Cleaning 0 - 23 Square Feet	3	Each	As per solicitation Technical Specifications

Substitutes	Item No.	Unit Price (\$)	Comments
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No		\$6,000.00	
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Allow Substitutes	Item#	Description	Qty.	Unit of Issue	Comments
No		Box Culvert Cleaning 24 - 36 Square Feet	3	Each	As per solicitation Technical Specifications

Substitutes	Item No.	Unit Price (\$)	Comments
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No		\$7,000.00	
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Allow Substitutes	Item#	Description	Qty.	Unit of Issue	Comments
No		Contingency Allowance	1	Linear Foot/Feet	Contingency Allowance is LS--As per solicitation Technical Specifications