



FINANCE & ADMINISTRATION DIVISION  
CHRISTINA SACKETT, CFO

PURCHASING DEPARTMENT  
STACY GUNDRY, PURCHASING SPECIALIST II

WEBSITE: <http://www.tampabaywater.org>  
E-MAIL: [purchasing@tampabaywater.org](mailto:purchasing@tampabaywater.org)  
2575 ENTERPRISE ROAD  
CLEARWATER, FLORIDA 33763-1102

**CONTRACT NO. 2021-046**

**FOR**

**ON CALL LARGE PIPELINE CONTRACTOR SERVICES**

**WITH**

**AMICI ENGINEERING CONTRACTORS, LLC**

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**CONTRACT FORM**

**CONTRACT**

This CONTRACT is made this 16 day of August, 2021, by and between **TAMPA BAY WATER, A Regional Water Supply Authority**, an interlocal governmental agency of the State of Florida, created and existing pursuant to Sections 163.01, 373.713 and 373.715, Florida Statutes, ("TAMPA BAY WATER"), and **Amici Engineering Contractors, LLC** ("CONTRACTOR"), a corporation in the State of Florida.

**WITNESSETH:**

**WHEREAS**, TAMPA BAY WATER desires to retain CONTRACTOR to provide On Call Large Pipeline Contractor Services, as further described herein, and as more particularly described in the SPECIFICATIONS attached hereto and made a part hereof (the "GOODS AND/OR SERVICES"); and

**WHEREAS**, TAMPA BAY WATER has selected CONTRACTOR in accordance with TAMPA BAY WATER'S procurement policy and applicable law; and

**WHEREAS**, CONTRACTOR agrees to serve as TAMPA BAY WATER'S contractor for GOODS AND/OR SERVICES based upon the terms and conditions set forth in this CONTRACT, which includes the GENERAL CONTRACT CONDITIONS, the SUPPLEMENTAL GENERAL CONDITIONS, the SPECIFICATIONS, and the EXHIBITS, all of which are attached hereto and made a part hereof, and all formal changes thereto by addendum, change order, or written modification executed by both parties hereto (collectively, the "CONTRACT").

**NOW, THEREFORE**, in consideration of the premises set forth hereinabove, and of the mutual promises hereinafter set forth, and other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

**1.0 RETENTION**

TAMPA BAY WATER does hereby retain and engage the CONTRACTOR and the CONTRACTOR does hereby accept said engagement and agrees to provide the GOODS AND/OR SERVICES.

**2.0 TERM**

This CONTRACT shall commence on the date of execution and terminate on September 30, 2025. To the extent CONTRACTOR is required to continue to provide GOODS AND/OR SERVICES under any Assignment given hereunder, this CONTRACT shall remain in full force and until the completion of full performance of that Assignment. This CONTRACT may be terminated as provided in article 5.0. No Assignment shall be given after termination of this CONTRACT.

**3.0 GOODS AND/OR SERVICES**

The CONTRACTOR shall provide the GOODS AND/OR SERVICES in a manner satisfactory to TAMPA BAY WATER. Said GOODS AND/OR SERVICES shall commence upon written notice to proceed from TAMPA BAY WATER, which is subject to

the CONTRACTOR providing the FLORIDA PERFORMANCE BOND attached hereto and made a part hereof, as required.

**4.0 COMPENSATION**

TAMPA BAY WATER shall pay the CONTRACTOR for those GOODS AND/OR SERVICES provided for in article 3.0 above, the amount budgeted for these GOODS AND/OR SERVICES on a monthly basis as provided for in the BID PRICE FORM attached hereto and made a part hereof. The CONTRACTOR will invoice TAMPA BAY WATER monthly, or at such other period as agreed to by the parties, and TAMPA BAY WATER shall make payment of approved invoices within thirty (30) days. Invoices shall meet all requirements of TAMPA BAY WATER and shall be subject to cost substantiation. The total contract value shall not exceed \$2,000,000.00.

**5.0 TERMINATION OF CONTRACT**

- 5.1. TAMPA BAY WATER may terminate or cancel this CONTRACT at its discretion and said termination shall be effective, with or without cause, after written notice has been provided to the CONTRACTOR.
- 5.2. Following termination, TAMPA BAY WATER shall make a settlement with the CONTRACTOR upon a pro rata basis as determined by TAMPA BAY WATER, which shall fix the value of the GOODS AND/OR SERVICES performed by the CONTRACTOR prior to the termination or cancellation of this CONTRACT.

**6.0 SUBCONTRACTORS**

The CONTRACTOR shall not sublet, assign, or transfer any GOODS AND/OR SERVICES specifically set forth under this CONTRACT without the prior written consent of TAMPA BAY WATER. All persons used by the CONTRACTOR for fulfilling the requirements of this CONTRACT must be employees of the CONTRACTOR, unless otherwise approved by TAMPA BAY WATER.

**7.0 INDEMNIFICATION**

In consideration of the first \$100.00 paid by TAMPA BAY WATER to the CONTRACTOR, the receipt and sufficiency of which is hereby acknowledged, the CONTRACTOR shall indemnify, defend, or at the option of TAMPA BAY WATER pay the cost of defense, and hold harmless TAMPA BAY WATER from any and all claims, expenses and damages, including, but not limited to reasonable attorneys' fees on account of a demand or claim, or assertion of liability, or any claim or action arising or alleged to have arisen out of or to the extent caused by use of CONTRACTOR's products, or CONTRACTOR's performance of this CONTRACT in a negligent, reckless, or intentionally wrongful manner, including performance by any subcontractor, agent or representative of CONTRACTOR, or as a result of any defaults by the CONTRACTOR under this CONTRACT for breach of any representation or warranty by CONTRACTOR either expressed or implied. However, neither the CONTRACTOR nor any of its subcontractors will be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of TAMPA BAY WATER or any of its officers, agents or employees.

**8.0 CONTRACTOR'S INSURANCE-GENERAL REQUIREMENT**

- 8.1. The CONTRACTOR shall purchase and maintain the following described insurance on policies and with insurers acceptable to TAMPA BAY WATER. The insurance

policy shall be written for not less than the limits of coverage specified in articles 9.0 through 10.0 below.

The CONTRACTOR shall submit certificates itemizing the policies issued, limits of coverage, expirations dates and endorsements provided to TAMPA BAY WATER, using the TAMPA BAY WATER CERTIFICATE OF INSURANCE form, attached hereto and made a part hereof.

- 8.2. These insurance requirements shall not limit the liability of the other party. TAMPA BAY WATER does not represent these types or amounts of insurance to be sufficient or adequate to protect the other party's interests or liabilities but are merely minimums.
- 8.3. CONTRACTOR shall not commence or continue to provide any GOODS AND/OR SERVICES unless CONTRACTOR has in full force and effect all required insurance, and until all correct and complete insurance certificates have been provided to TAMPA BAY WATER evidencing the specific insurance coverage required and indicating TAMPA BAY WATER as additional insured, unless TAMPA BAY WATER approves commencement or continuation of GOODS AND/OR SERVICES, nor shall any payment for GOODS AND/OR SERVICES performed become due and payable until such certificates have been provided to TAMPA BAY WATER. If the use of subcontractors is authorized by TAMPA BAY WATER pursuant to article 6.0 above, CONTRACTOR shall not permit any subcontractor, supplier or other person or organization to provide the GOODS AND/OR SERVICES unless the insurance requirements set forth in this CONTRACT have been complied with by such subcontractor, supplier or other person or organization.
- 8.4. All above-referenced policies of insurance, except worker's compensation insurance, shall be endorsed to include as additional insured: TAMPA BAY WATER, its contractors, subsidiaries or affiliates, and each of TAMPA BAY WATER's directors, officers, employees, representatives, agents or volunteers. Such insurance policies shall include or be enforced to include a cross liability clause so the additional insured will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance which might be applicable to any loss, the insurance required of the CONTRACTOR shall be considered primary, and all other insurance shall be considered excess.
- 8.5. All above-referenced policies of insurance (and the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, adversely changed or renewal refused until at least thirty (30) days prior written notice has been given to TAMPA BAY WATER and the CONTRACTOR by certified mail.
- 8.6. The CONTRACTOR shall be responsible for all deductibles under such policies of insurance.

## **9.0 LIABILITY INSURANCE**

- 9.1. CONTRACTOR shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, automobile and other appropriate insurance for the GOODS AND/OR SERVICES being performed and furnished which shall provide protection from claims set forth below which may arise out of or result from CONTRACTOR'S performance and furnishing of the GOODS AND/OR SERVICES and CONTRACTOR'S other obligations under this CONTRACT.
  - 9.1.1. Minimum limits of \$2,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between

the policy limits of underlying policies (including employers liability required in the Worker's Compensation coverage section) and the total amount of coverage required. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury, Combined Single Limits:

General Aggregate	\$5,000,000
Each Occurrence	\$2,000,000
Personal Injury/Advertising Injury	\$2,000,000
Products Comp/Operations Aggregate	\$2,000,000

- 9.1.2. The CONTRACTOR'S liability insurance shall include contractual liability coverage sufficient to cover the CONTRACTOR'S indemnification obligations under this CONTRACT. The CONTRACTOR agrees to pay on behalf of TAMPA BAY WATER, and to provide and pay for a defense for all claims covered by the CONTRACTOR'S obligations under the indemnification provisions.
- 9.2. Excess or Umbrella Liability
  - 9.2.1. Umbrella liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.
- 9.3. Automobile Liability
  - 9.3.1. Coverage shall be maintained as to the business use of all its owned, non-owned, leased or hired vehicles with limits of not less than: Bodily Injury & Property Damage Liability \$500,000, Combined Single Limit Each Accident.
  - 9.3.2. If CONTRACTOR has no owned autos, a letter from the CONTRACTOR so stating must be included with the certificates of insurance.

**10.0 WORKERS COMPENSATION COVERAGE**

- 10.1. CONTRACTOR shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by Florida statutes. As of the date of this CONTRACT, these statutes require employers' liability limits of at least \$100,000 each accident and \$100,000 each employee, \$500,000 policy limit for disease.
- 10.2. TAMPA BAY WATER requires CONTRACTOR employers to purchase workers' compensation insurance for all their employees and sub-contractors regardless of the number of employees they have and regardless of any other exemptions. Florida law permits employers who may be exempt from purchase of coverage to waive their exemptions and purchase the coverage. TAMPA BAY WATER will expect CONTRACTOR to purchase said coverage.
- 10.3. CONTRACTOR shall also purchase any other coverages required by law for the benefit of employees.

**11.0 CERTIFICATES OF INSURANCE**

- 11.1. Required insurance shall be documented in the certificates of insurance which provide that TAMPA BAY WATER shall be notified by certified mail at least 30 days in advance of cancellation, non-renewal or adverse change.
- 11.2. New certificates of insurance are to be provided to TAMPA BAY WATER on the TAMPA BAY WATER CERTIFICATE OF INSURANCE form at least 15 days prior to coverage renewals.

- 11.3. If requested by TAMPA BAY WATER, the CONTRACTOR shall furnish complete copies of the CONTRACTOR'S insurance policies, forms and endorsements.
- 11.4. For Commercial General Liability coverage, the CONTRACTOR shall, at the option of TAMPA BAY WATER, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.
- 11.5. Receipt of certificates or other documentation of insurance or policies or copies of policies by TAMPA BAY WATER, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements herein.
- 11.6. Before providing services, CONTRACTOR shall provide TAMPA BAY WATER with an acceptable certificate of insurance on the TAMPA BAY WATER CERTIFICATE OF INSURANCE form included herein. Only certificates of insurance provided on TAMPA BAY WATER CERTIFICATE OF INSURANCE form will be accepted.

**12.0 INSURANCE OF THE CONTRACTOR PRIMARY**

- 12.1. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and the insurance of TAMPA BAY WATER shall be considered excess, as may be applicable to claims which arise out of the hold harmless, payment on behalf of TAMPA BAY WATER, insurance, additional insurance and certificates of insurance provisions of this CONTRACT.

**13.0 LOSS CONTROL/SAFETY**

- 13.1. Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees, and property. The CONTRACTOR shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.
- 13.2. TAMPA BAY WATER may order GOODS AND/OR SERVICES to be stopped if conditions exist that present immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to TAMPA BAY WATER.

**14.0 MISCELLANEOUS PROVISIONS**

- 14.1. CONTRACTOR shall provide GOODS AND/OR SERVICES under this CONTRACT as an independent contractor. CONTRACTOR shall not be considered an agent of TAMPA BAY WATER nor shall CONTRACTOR'S subcontractors, suppliers, experts, or other persons, or organizations retained or utilized by the CONTRACTOR be considered agents of TAMPA BAY WATER.
- 14.2. This CONTRACT shall constitute the entire agreement between the parties hereto and this CONTRACT shall not be amended or modified except in writing executed by both parties hereto.
- 14.3. This CONTRACT shall be governed by and construed under the laws of the State of Florida.
- 14.4. Venue for any action arising under this CONTRACT shall lie in Pinellas County, Florida.



- 14.5. Any notices or other writings permitted or required to be delivered as described and required under the provisions of this CONTRACT shall be delivered by sending the notice by certified mail, return receipt requested, and addressed as follows:

If to TAMPA BAY WATER:

TAMPA BAY WATER  
2575 Enterprise Road  
Clearwater, Florida 33763-1102  
727-796-2355  
Attention: Teresa Collins, Purchasing Manager

If to the CONTRACTOR:

Amici Engineering Contractors, LLC  
28947 SR 54  
Wesley Chapel, Florida 33543  
954-895-0741  
Attention: Christopher Lazzari, Managing Member

**15.0 SCRUTINIZED COMPANIES AND PUBLIC ENTITY CRIMES STATEMENT**

- 15.1. Pursuant to Subsections 287.133(2) and (3), Florida Statutes, 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, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases or 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, Florida Statutes, for CATEGORY TWO, for a period of 36 months following the date of being placed on the convicted vendor list.
- 15.2. Pursuant to Subsection 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- 15.3. Pursuant to Section 287.135, Florida Statutes, a company that has been placed on the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List; the Scrutinized Companies that Boycott Israel List or is engaged in a Boycott of Israel is ineligible and may not submit a bid, proposal, or enter into or renew a contract with an agency for goods or services of \$1 million or more. At the time of submission of a bid or proposal for a contract or contract renewal for goods or services of \$1 million or more, the company must certify that it is not on either such List and further that it does not

have business operations in Cuba or Syria as required by Section 287.135(5), Florida Statutes.

15.3.1 Pursuant to Section 287.135, Florida Statutes, Tampa Bay Water reserves the right to terminate any contract for goods or services of \$1 million or more if the awarded CONTRACTOR:

- a. Has been found to have submitted a false Scrutinized Vendor List certification as provided under Section 287.135 subsection (5); or
- b. Has been placed on the Scrutinized Companies Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List or
- c. Has been engaged in business operations in Cuba or Syria.

15.3.2 Pursuant to Section 287.135, Florida Statutes, Tampa Bay Water reserves the right to terminate any contract for goods or services of any amount if the awarded CONTRACTOR has been placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel.

## **16.0 PUBLIC RECORDS AND AUDIT RIGHTS**

CONTRACTOR shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder (collectively referred to as "Records"), for a minimum of three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. TAMPA BAY WATER, or any duly authorized agents or representatives of TAMPA BAY WATER, shall have the right to order, inspect and copy all such Records as often as they deem necessary during any such period of time. This right to audit, inspect and copy the Records shall include all of the Records of the Subcontractors.

16.1 **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 AGENCY'S CUSTODIAN OF PUBLIC RECORDS VIA PHONE (727) 796-2355 x 2401; EMAIL [RECORDS@TAMPABAYWATER.ORG](mailto:RECORDS@TAMPABAYWATER.ORG); OR MAIL AT 2575 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33763.**

- 16.2 Contractor must keep and maintain all public records required by the Agency in order to perform services under this Contract.
- 16.3 Upon request from the Agency's custodian of public records, Contractor shall provide the Agency with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provide in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4 Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Agency.

- 16.5 Upon completion of the contract, Contractor shall transfer, at no cost, to the Agency all public records in the possession of the Contractor or keep and maintain public records required by the Agency to perform the service under this contract. If the Contractor transfers all public records to the Agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Agency, upon request from the Agency's custodian of public records, in a format that is compatible with the information technology systems of the Agency.

IN WITNESS WHEREOF, the parties hereto, have caused these presents to be executed by their duly qualified representatives on the day and year first written above.

WITNESS:

[Signature]

Amici Engineering Contractors, LLC

By: [Signature]

Date: 07/09/21

CHRISTOPHER LAZZARI  
Name



ATTEST:

TAMPA BAY WATER, A Regional  
Water Supply Authority

[Signature]  
Secretary

By: [Signature]

Its: Chairman

Date: 8/16/21

APPROVED AS TO FORM:  
[Signature]  
General Counsel

(SEAL)

**GENERAL CONTRACT CONDITIONS**Non-Construction

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**1. Definitions**

The following definitions are applicable to this CONTRACT:

- (a) "Day" means calendar days, unless otherwise stated.
- (b) "Assignment" means and includes Orders placed for the supply and delivery of Goods, and Tasks for the performance of Services.

**2. Priority**

In resolving inconsistencies among two or more sections of the CONTRACT, the CONTRACTOR shall be obliged to comply with the more costly or stringent requirement as determined by TAMPA BAY WATER in its sole discretion.

Inconsistencies shall otherwise be determined by order with the first listed controlling the following in the event of a conflict:

- (a) CONTRACT
- (b) SPECIFICATIONS
- (c) SUPPLEMENTARY CONDITIONS
- (d) GENERAL CONTRACT CONDITIONS
- (e) EXHIBITS

**3. Change Orders**

- (a) TAMPA BAY WATER may at anytime, by written order, and without notice to the sureties, if any, make changes within the general scope of the CONTRACT in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the CONTRACT, or the time required for performance of any part of the good and/or services under the CONTRACT, whether or not changed by the order, or otherwise affects the conditions of the CONTRACT, TAMPA BAY WATER shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the CONTRACT accordingly.
- (c) The CONTRACTOR must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if TAMPA BAY WATER decides that the facts justify it, TAMPA BAY WATER may receive and act upon a proposal submitted before final payment of the CONTRACT.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the CONTRACTOR from proceeding with the CONTRACT as changed.
- (e) No services for which an additional cost or fee will be charged by the CONTRACTOR shall be furnished without the prior written consent of TAMPA BAY WATER.

**4. Disputes**

- (a) All disputes arising under or relating to the CONTRACT, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall

be resolved under this clause.

- (b) All claims by the CONTRACTOR shall be made in writing and submitted to TAMPA BAY WATER. A claim by TAMPA BAY WATER against the CONTRACTOR shall be subject to a written decision by TAMPA BAY WATER.
- (c) TAMPA BAY WATER shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the CONTRACTOR, within 30 days after receipt of TAMPA BAY WATER's decision, shall notify TAMPA BAY WATER in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the CONTRACTOR has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against TAMPA BAY WATER not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the CONTRACTOR has had a reasonable time to respond to a written request by TAMPA BAY WATER that it submit a final voucher and release, whichever is earlier, then TAMPA BAY WATER's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The CONTRACTOR shall proceed diligently with performance of the CONTRACT, pending final resolution of any request for relief, claim, appeal, or action arising under the CONTRACT, and comply with any decision of TAMPA BAY WATER.

#### 5. Termination for Convenience and Default

- (a) TAMPA BAY WATER may terminate the CONTRACT in whole, or from time to time in part, for TAMPA BAY WATER's convenience (without cause) or the failure of the CONTRACTOR to fulfill the CONTRACT obligations (default). TAMPA BAY WATER shall terminate by delivering to the CONTRACTOR a written notice of termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the CONTRACTOR shall: (i) immediately discontinue all services affected (unless the notice directs otherwise), and (ii) deliver to TAMPA BAY WATER all information, reports, papers, and other materials accumulated or generated in performing the CONTRACT, whether completed or in process.
- (b) If the termination is for the convenience (without cause) of TAMPA BAY WATER, TAMPA BAY WATER shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the CONTRACTOR to fulfill its obligations under the CONTRACT (default), TAMPA BAY WATER may (i) require the CONTRACTOR to deliver to it, in the manner and to the extent directed by TAMPA BAY WATER, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause; (ii) take over the good and/or services under the CONTRACT and prosecute the same to completion by contract or otherwise, and the CONTRACTOR shall be liable for any additional cost incurred by TAMPA BAY WATER; and (iii) withhold any payments to the CONTRACTOR, for the purpose of set-off or partial payment, as the case may be, of amounts owed TAMPA BAY WATER by the CONTRACTOR.
- (d) If, after termination for failure to fulfill the CONTRACT obligations (default), it is determined that the CONTRACTOR had not failed, the termination shall be deemed to have been effected for the convenience of TAMPA BAY WATER, and the

CONTRACTOR shall be entitled to payment as described in paragraph (b) above.

- (c) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

**6. Assignment of Contract**

The CONTRACTOR shall not assign or transfer any interest in the CONTRACT; except that claims for monies due or to become due from TAMPA BAY WATER under the CONTRACT may be assigned to a bank, trust company, or other financial institution. If the CONTRACTOR is a partnership, the CONTRACT shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by TAMPA BAY WATER.

**7. Certificate and Release**

Prior to final payment under the CONTRACT, or prior to settlement upon termination of the CONTRACT, and as a condition precedent thereto, the CONTRACTOR shall execute and deliver to TAMPA BAY WATER a certificate and release, in a form acceptable to TAMPA BAY WATER, of all claims against TAMPA BAY WATER by the CONTRACTOR under and by virtue of the CONTRACT, other than such claims, if any, as may be specifically excepted by the CONTRACTOR in stated amounts set forth therein.

**8. Organizational Conflicts of Interest**

- (a) The CONTRACTOR warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of good and/or services under the CONTRACT and the CONTRACTOR's organizational, financial, contractual or other interests are such that:
  - (i) Award of the CONTRACT may result in an unfair competitive advantage; or
  - (ii) The CONTRACTOR's objectivity in performing the good and/or services under the CONTRACT may be impaired.
- (b) The CONTRACTOR agrees that if after award it discovers an organizational conflict of interest with respect to the CONTRACT or any task/delivery order under the CONTRACT, the CONTRACTOR shall make an immediate and full disclosure in writing to TAMPA BAY WATER which shall include a description of the action which the CONTRACTOR has taken or intends to take to eliminate or neutralize the conflict. TAMPA BAY WATER may, however, terminate the CONTRACT or task/delivery order for the convenience of TAMPA BAY WATER if it would be in the best interest of TAMPA BAY WATER.
- (c) In the event the CONTRACTOR was aware of an organizational conflict of interest before the award of the CONTRACT and intentionally did not disclose the conflict to TAMPA BAY WATER, TAMPA BAY WATER may terminate the CONTRACT for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the GOODS AND/OR SERVICES provided by the CONTRACTOR. The CONTRACTOR shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

**9. Inspection and Acceptance**

- (a) Unless otherwise provided by warranty conditions, TAMPA BAY WATER has the right to review, require correction, if necessary, and accept the GOODS AND/OR SERVICES produced by the CONTRACTOR. Such review(s) shall be carried out within 30 days so as to not impede the GOODS AND/OR SERVICES of the CONTRACTOR. Any product of GOODS AND/OR SERVICES shall be deemed accepted as submitted if TAMPA BAY WATER does not issue written comments and/or require corrections within 30 days from the date of receipt of such product from the CONTRACTOR.
- (b) The CONTRACTOR shall make any required corrections promptly at no additional charge and return a revised copy of the product to TAMPA BAY WATER within 7 days of notification or a later date if extended by TAMPA BAY WATER.
- (c) Failure by the CONTRACTOR to proceed with reasonable promptness to make necessary corrections shall be a default. If the CONTRACTOR's submission of corrected GOODS AND/OR SERVICES remains unacceptable, TAMPA BAY WATER may terminate the CONTRACT (or the task order involved) or reduce the CONTRACT price or cost to reflect the reduced value of services received.

**10. Rights In Data (Ownership and Proprietary Interest).**

TAMPA BAY WATER shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by CONTRACTOR pursuant to the terms of the CONTRACT, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the CONTRACT.

**11. Dissemination or Disclosure of Information**

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by TAMPA BAY WATER.

**12. Contractor's Status**

It is understood that the CONTRACTOR is an independent contractor and is not to be considered an employee of TAMPA BAY WATER, or assume any right, privilege or duties of an employee, and shall save harmless TAMPA BAY WATER and its employees from claims suits, actions and costs of every description resulting from the CONTRACTOR's activities on behalf of TAMPA BAY WATER in connection with the CONTRACT.

**13. Other Contractors**

TAMPA BAY WATER may undertake or award other contracts for additional work at or near the site(s) of the GOODS AND/OR SERVICES under the CONTRACT. The CONTRACTOR shall fully cooperate with the other contractors and with TAMPA BAY WATER and TAMPA BAY WATER's employees and shall carefully adapt scheduling and performing the GOODS AND/OR SERVICES under the CONTRACT to accommodate the additional work, heeding any direction that may be provided by TAMPA BAY WATER. The CONTRACTOR shall not commit or permit any act that will interfere with the performance of work by any other contractor or TAMPA BAY WATER's employee.

**14. Liens**



The CONTRACTOR is prohibited from placing a lien on TAMPA BAY WATER's property. This prohibition shall apply to all subcontractors.

**15. Equal Opportunity**

- (a) At all times during the performance of the GOODS AND/OR SERVICES under the CONTRACT, the CONTRACTOR shall comply with Title VII of the Civil Rights Act of 1964, and the Florida Civil Rights Act of 1992. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, handicap, or marital status. The CONTRACTOR shall take affirmative action to ensure that employment applications are used and that employees are treated without regard to their race, color, religion, sex, national origin, age, handicap or marital status for employment, upgrading, demotion, or transfer; recruitment advertising; 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 setting forth, the provisions of this non-discrimination clause.
- (b) The CONTRACTOR shall state in all solicitations or advertisements for employment placed by or on behalf of the CONTRACTOR that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, handicap, or marital status.

**16. Taxes and Charges**

The CONTRACTOR shall pay any and all sales and use taxes and all withholding taxes, whether State or Federal, and pay all Social Security charges and also all State Unemployment Compensation charges, and pay or cause to be withheld, as the case may be, any and all taxes, charges, fees, or sums whatsoever, which are now required to be paid or withheld under any laws, unless otherwise modified in the SUPPLEMENTAL GENERAL CONDITIONS.

**17. Responsibility of Contractor to Act in Emergency**

In case of an emergency which threatens loss or injury to persons or property, the CONTRACTOR shall take appropriate remedial action, without previous instructions from TAMPA BAY WATER, as the situation may warrant, and immediately provide notice to TAMPA BAY WATER of its action. Any claim for compensation by the CONTRACTOR, together with substantiating documentation in regard to expense caused by emergency acts, shall be submitted to TAMPA BAY WATER and the amount of compensation if any, shall be determined by mutual agreement.

**18. Cost Substantiation**

Any cost reasonably incurred by the CONTRACTOR which is directly chargeable in whole or in part to TAMPA BAY WATER under the CONTRACT shall be subject to the cost substantiation. Accordingly, the CONTRACTOR shall deliver to TAMPA BAY WATER a certificate signed by the CONTRACTOR's financial officer for the CONTRACT, setting forth the amount of such cost and the provisions of the CONTRACT under which such cost is properly chargeable to TAMPA BAY WATER, stating that such cost is a fair market price for the service or materials to be supplied and that such services and materials are reasonably required pursuant to the CONTRACT, and accompanied by copies of such

documentation as shall be necessary to reasonably demonstrate that the cost, as to which cost substantiation is required, has been paid or incurred. Such documentation shall include reasonably detailed information concerning: (i) all subcontracts; (ii) the amount and character of materials furnished, the persons from whom purchased, the amounts payable therefore and related delivery and transportation costs and any sales or personal property taxes, if any; (iii) a statement of the equipment used and any rental payable therefor; (iv) the CONTRACTOR employee and contractor hours, duties, wages, salaries, fees, benefits, assessments, taxes and premiums; and (v) any of the CONTRACTOR expenses that are chargeable to TAMPA BAY WATER pursuant to the CONTRACT. The CONTRACTOR's entitlement to reimbursement of costs shall be calculated in accordance with and subject to the limitations set forth in the CONTRACT.



www.altersurety.com

June 8, 2021

Tampa Bay Water  
2575 Enterprise Road  
Clearwater, FL 33763

**RE: Amici Engineering Contractors, LLC**  
**Project: ON CALL GENERAL CIVIL & LARGE PIPELINE CONTRACTOR**  
**SERVICES, CONTRACT #'s 2021-044, 2021-045, 2021-046 & 2021-047**  
**Bond No. PB12159900296**


To Whom It May Concern:

We have executed the enclosed bonds on behalf of the above captioned contractor in favor of the Tampa Bay Water. Please note that we have not dated the bonds or the Power of Attorney. The copy of the contract we received was not dated and as the bonds follow the contract they should not be dated prior to the contract.

Please accept this letter as authorization to date the enclosed Performance bond(s), Payment bond(s), and the attached Power of Attorney for the captioned project. Please date these items concurrently with the contract date and fax a copy to our office at 305-328-4838 or email [lily@altersurety.com](mailto:lily@altersurety.com) **so that we can activate the bond coverage.**

Please do not hesitate to contact our office should you have any questions in this regard. Thank you.

Yours truly,  
Philadelphia Indemnity Insurance Company



Warren M. Alter,  
Attorney-in-Fact

# ALTER SURETY GROUP, INC.

## Bond Department - Public Works Bond

In compliance with Florida Statute Chapter 255.05, the provisions and limitations of section 255.05 Florida Statutes, including but not limited to, the notice and time limitations in Sections 255.05(2) and 255.05(10) are incorporated in this bond by reference.

Bond Number: PB12159900296

Contractor: Amici Engineering Contractors, LLC  
Address & 10621 SW 139th Street, Miami, FL 33176  
Phone No.: 954-650-4699

Surety Philadelphia Indemnity Insurance Company  
Address & One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004-1403  
Phone No.: 610-206-7836

Owner Name: Tampa Bay Water  
Address & 2575 Enterprise Road, Clearwater, FL 33763  
Phone No.: 727-796-2355

Contracting Public Entity  
(if different from the owner)  
Address &  
Phone No.:

Contract/Project Number: 2021-044, 2021-045, 2021-046 & 2021-047

Project Name: ON CALL GENERAL CIVIL & LARGE PIPELINE CONTRACTOR SERVICES

Project Location:

Legal Description  
And Street Address:

Description of Improvement:

This bond is given to comply with section 255.05 Florida Statutes and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) and (10), Florida Statutes. Any provision of this bond which conflict with or purports to grant broader or more expanded coverage in excess of the minimum requirements of the applicable statute shall be deemed deleted herefrom. This bond is a statutory bond, not a common law bond.

**This is the *front page* of the bond.**

**All other page(s) are deemed subsequent to this page regardless of any page number(s) that may be pre-printed thereon.**

## PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS:** That Amici Engineering Contractors, LLC as Principal, located at 10621 SW 139th Street, Miami, FL 33176 (Business Address) and Philadelphia Indemnity Insurance Company as Surety, located at One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004 (Business Address) are held and firmly bound to the TAMPA BAY WATER, A Regional Water Supply Authority as Obligee in the sum of Two Million and No/100 Dollars (\$ 2,000,000.00 ) for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally.

**Whereas**, Principal has entered into a contract dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with Obligee for ON CALL GENERAL CIVIL & LARGE PIPELINE CONTRACTOR SERVICES, **Project No.:** 2021-044, 2021-045, 2021-046 & 2021-047 in accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, suffered by Obligee; 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.

BE IT FURTHER KNOWN:

1. Any changes, regardless of scope or amount, in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.
2. The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anyway affect its obligations under this bond, and it does hereby waive notice of any such

changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

3. This Performance Bond is issued in compliance with the terms and conditions set forth in Florida Statute 255.05, however, it is intended to exceed the minimal coverage requirements established by that statute. The Notice and time limitations of Florida Statute 255.05 (2) are also, to the extent applicable, if any, incorporated herein by reference and made a part hereof.
4. In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.
5. Whenever the CONTRACTOR shall be, and is declared by TAMPA BAY WATER to be in default under the CONTRACT, TAMPA BAY WATER having performed TAMPA BAY WATER'S obligations thereunder, the SURETY shall promptly remedy the default, as set forth below and at the sole option of TAMPA BAY WATER, by promptly:
  - (1) Completing the CONTRACT in accordance with its terms and conditions and paying TAMPA BAY WATER all of its losses, damages, costs and attorneys' and legal assistants' fees, whether at trial, on appeal or in bankruptcy, that TAMPA BAY WATER sustains because of any default by Principal under the CONTRACT, including, but not limited to, all delay damages, whether liquidated or actual. In the event SURETY takes over and completes the CONTRACT, then in such event it shall be entitled to receive the balance of the CONTRACT PRICE, as defined in subparagraph 2 below; or
  - (2) Indemnifying TAMPA BAY WATER for all of its damages, expenses, costs, delay damages, attorneys' and legal assistant's fees, including appellate and bankruptcy proceedings, that TAMPA BAY WATER has incurred, suffered or sustained as a result of TAMPA BAY WATER'S completion of the CONTRACT or the Principal's default under the CONTRACT, less the remaining unpaid balance of the CONTRACT PRICE, if any. The term "balance of the CONTRACT PRICE", as used in this Performance Bond, shall mean the total amount payable by TAMPA BAY WATER to the CONTRACTOR under the CONTRACT and any amendments thereto, less the amount previously paid by TAMPA BAY WATER to the CONTRACTOR.

IN WITNESS WHEREOF, the above parties have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered  
in the presence of:

Witnesses as to Principal

**PRINCIPAL:**

Amici Engineering Contractors, LLC

By:

Name: Christopher Lazzari

Its: Managing Member



STATE OF Florida

COUNTY OF Pasco

Subscribed and sworn before me by means of  physical presence or  online notarization, this 9th day of June, 2021, by Christopher Lazzari, as managing member of Amici Engineering Contractors LLC, Florida

\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced

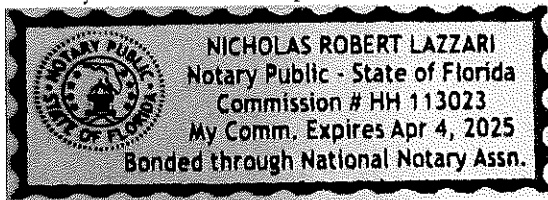
\_\_\_\_ as identification and ~~did~~ (did not) take an oath.

Notary Public Signature

Nicholas Lazzari

Print Name

My Commission Expires: 04/04/2025



ATTEST:

**SURETY:**

Philadelphia Indemnity Insurance Company  
(Printed Name)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Business Address)

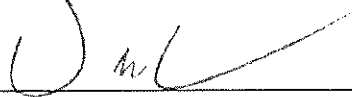
\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Authorized Signature)  
\_\_\_\_\_  
(Printed Name)

Doreen Shearin

Doreen Shearin  
Witness

**OR**



Florida Resident Agent and As Attorney in Fact  
(Attach Power of Attorney)

5979 NW 151<sup>st</sup> Street  
Suite 202  
Miami Lakes, FL 33014  
(Business Address)

Warren M. Alter  
(Printed Name)  
305-517-3803  
(Telephone Number)



STATE OF FLORIDA

COUNTY OF MIAMI-DADE

Subscribed and sworn before me by means of  physical presence or  online notarization, this  
8th day of June, 2021, by Warren M. Alter  
\_\_\_\_\_, as Attorney-in-Fact of \_\_\_\_\_  
Philadelphia Indemnity Insurance Company, a Pennsylvania corporation, on  
behalf of the corporation. He/she is personally known to me OR has produced N/A  
as identification and did (did not) take an oath.

L Rafford  
Notary Public Signature

Lilia Rafford  
Print Name



**Lilia Rafford**  
Commission # GG166409  
Expires: December 7, 2021  
Bonded thru Aaron Notary

My Commission Expires: 12/7/2021

(AFFIX NOTARY SEAL)

PHILADELPHIA INDEMNITY INSURANCE COMPANY  
One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint David T. Satine, Warren M. Alter and Jonathan A. Bursevich of Alter Surety Group, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

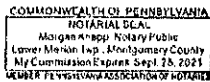
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>th</sup> DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 27<sup>th</sup> day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

Morgan Knapp

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27<sup>th</sup> day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

**EXHIBIT A**  
**TAMPA BAY WATER DOCUMENTS**



**Board of Directors**

Dave Eggers  
Ron Oakley  
Harry Cohen  
Rob Marlowe  
Charlie Miranda  
Kathleen Peters  
Darden Rice  
Mariella Smith  
Kathryn Starkey

**Interim General Manager**  
Charles H. Carden  
  
**General Counsel**  
Barrie S. Buenaventura  
*Conn & Buenaventura, P.A.*

ADDENDUM NUMBER ONE  
TO  
CONTRACT DOCUMENTS  
FOR  
ON CALL GENERAL CIVIL & LARGE PIPELINE  
CONTRACTOR SERVICES  
CONTRACT NO. 2021-044, 2021-045, 2021-046 & 2021-047

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**RE: REMINDERS & INQUIRIES**

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This addendum consists of four (4) 8-1/2 by 11-inch sheets.

The following changes, additions, and/or deletions are hereby made a part of the Invitation to Bid for Tampa Bay Water's On Call General Civil & Large Pipeline Contractor Services Contract No's.: 2021-044, 2021-045, 2021-046 & 2021-047 as fully and completely as if the same were fully set forth therein:

**REMINDERS:**

BID DUE DATE: 3:00 p.m. Eastern Daylight Time (EDT), on May 11, 2021

**QUESTIONS:**

Q1: What is the term of the contract?

A1: Tampa Bay Water intends to award up to four (4) contracts with a term of four (4) years. There will be no renewal options for the awarded contracts. Section 2.0 Term of the contract is hereby revised and reads as follows:

2.0 TERM

This CONTRACT shall commence on the date of execution and terminate on September 30, 2025. To the extent CONTRACTOR is required to continue to provide GOODS AND/OR SERVICES under any Assignment given hereunder, this CONTRACT shall remain in full force and until the completion of full performance of that Assignment. This CONTRACT may be terminated as provided in article 5.0. No Assignment shall be given after termination of this CONTRACT.



**Board of Directors**

Dave Eggers

Ron Oakley

Harry Cohen

Rob Marlowe

Charlie Miranda

Kathleen Peters

Darden Rice

Mariella Smith

Kathryn Starkey

**Interim General Manager**

Charles H. Carden

**General Counsel**

Barrie S. Buenaventura

*Conn & Buenaventura, P.A.*

Q2: Are there any planned tasks for these contracts?

A2: No. Contractors will be assigned tasks on an As Needed/On Call basis under the awarded contracts.

Q3: Will payment be made by increments of 1 MG or fractional portions of 1 MG?

A3: The bid pricing is for 1MG. Actual in the field payment would be in fractions of 1MG.

Q 4 Is it the intention that all pipelines disinfected no matter how small in diameter or how short in length will be paid under this bid item?

A 4: Yes.

Q5: Is it the intention that all pipelines disinfected no matter how small in diameter or short in length will require a specialty subcontractor to perform the disinfection?

A5: No. The contractor can self-perform as long as all aspects of AWWA C-651-14 are met.

Q6: If this item is paid in fractional portions, is for all sizes and lengths of pipelines and will require a specialty subcontractor would you consider adding an item for mobilization of the specialty contractor?

A6: No. There is no need for a chlorination/disinfection specialty contractor, see questions five above. So, no specialty mobilization is needed.

Q7: Can you send a copy of the itemized bid tabs from the previous on call general civil & large pipeline contractor services?

A7: Please see Attachment 1 to this Addendum for the previous Bid Tabulation sheet. Any additional information regarding the previous solicitation for these services should be directed to the Tampa Bay Water Records Department at [records@tampabaywater.org](mailto:records@tampabaywater.org).

Q8: Will there be mobilization fees for emergency callout work?

A8: Tampa Bay Water does not pay mobilization fees for emergency callout work other than the time and a half for off hours and 4-hour minimum for a callout. Tampa Bay Water has had no emergency callouts in the last three years.

END OF ADDENDUM NO. 1

Board of Directors Karl Nurse, Sandra Murman, Dave Eggers, Pat Gerard, Ken Hagan, Jack Mariano,  
 Rob Marlowe, Charlie Miranda, Ron Oakley  
 General Manager Matthew W. Jordan  
 General Counsel Barrie S. Buenaventura, Conn & Buenaventura, P.A.  
 2575 Enterprise Road, Clearwater, FL 33763-1102  
 Phone: 727.796.2355 / Fax: 727.791.2388  
 www.tampabaywater.org



2022-044 - 047 ADDENDUM ONE - ATTACHMENT ONE

**BID OPENING TABULATION**

<b>BID TITLE:</b>	<b>ON-CALL CIVIL &amp; LARGE PIPELINE CONTRACTOR SERVICES Contract</b>	
<b>NUMBER:</b>	2018-002; 2018-003; 2018-012 and 2018-013	
<b>PROJECT MANAGER:</b>	SOLOMON KANG	
<b>BID OPENING DATE:</b>	July 12, 2017 at 3:00 p.m.	
<b>CIVIL CONTRACTOR</b>	<b>BASE BID</b>	<b>RANKING</b>
- Part A		
Kimmins	3,602.70	5
Granger maintenance & Construction	1,514.00	2
Woodruff & Sons	3,560.00	4
Trias Construction	4,346.50	6
QRC, Inc	1,783.50	3
Rawland	1,336.00	1

Board of Directors Karl Nurse, Sandra Murman, Dave Eggers, Pat Gerard, Ken Hagan, Jack Mariano,  
 Rob Marlowe, Charlie Miranda, Ron Oakley  
 General Manager Matthew W. Jordan  
 General Counsel Barrie S. Buenaventura, Conn & Buenaventura, P.A.  
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2022-044 - 047 ADDENDUM ONE - ATTACHMENT ONE

**BID OPENING TABULATION**

<b>BID TITLE:</b>	ON-CALL CIVIL & LARGE PIPELINE CONTRACTOR SERVICES Contract	
<b>NUMBER:</b>	2018-002; 2018-003; 2018-012 and 2018-013	
<b>PROJECT MANAGER:</b>	SOLOMON KANG	
<b>BID OPENING DATE:</b>	July 12, 2017 at 3:00 p.m.	
<b>LARGE PIPELINE CONTRACTOR - Part B</b>	<b>BASE BID</b>	<b>RANKING</b>
Kimmins	6,258.70	5-4
Woodruff & Sons	4,525.00	4-3
<del>Trias Construction</del> Trias Construction Bid rejected and deemed incomplete	<del>1,372.50</del>	<del>1</del>
QRC, Inc.	3,723.50	3-2
Rowland	1,506.00	2-1

**BID DATA PAGE  
KEY DATES AND IMPORTANT INFORMATION**

**BID TITLE:** ON CALL GENERAL CIVIL & LARGE PIPELINE CONTRACTOR SERVICES

**BID NUMBER:** 2021-044, 2021-045, 2021-046 & 2021-047

**DESCRIPTION OF BID:**

Tampa Bay Water is a Regional Water Supply Authority with buildings, pipelines, property, and water treatment facilities located in Pasco, Pinellas, and Hillsborough County, Florida. The intent and purpose of this Invitation to Bid (ITB) is to provide On Call Contractor Services for Large Pipeline Contractor (12 to 84-inch Diameter Potable Water Mains) and General Civil Contractor Services as described in this ITB.

**BID SUBMITTAL DEADLINE:** May 11, 2021, at 3:00 p.m. (EDT)

**BID SUBMITTAL LOCATION:** Bidder is directed to deliver its sealed Bid to the following address *no later than* the above-referenced Bid Submittal Deadline:

Tampa Bay Water  
Records Department – Attention: Purchasing  
2575 Enterprise Road  
Clearwater, FL 33763

All Bids should be labeled with the Bidder's name and marked:

**“SEALED BID FOR ON CALL GENERAL CIVIL & LARGE PIPELINE CONTRACTOR SERVICES #'s 2021-044, 2021-045, 2021-046 & 2021-047”.**

**OPENING OF BIDS:** Bids will be publicly opened at the above address on the date of the Bid Submittal Deadline at 3:00 p.m. (EDT)

**PRE-BID CONFERENCE:** April 21, 2021, 10:00 a.m. (EDT). This meeting will be held virtually through GoTo Meeting. Please see Part I, Section 11 for attendance information.

**BID BOND/SECURITY REQUIRED:** No: \_\_\_\_\_ Yes:  X

The Bond/security shall be in the amount of Amount **\$5,000.00**. Bidder is hereby directed to Part II General Conditions, Section 10 Bid Bond portion of this ITB for more information regarding the required Bond/security.

**FOR ADDITIONAL INFORMATION CONTACT:**

Name of Purchasing Representative: Stacy Gundry

Title: Purchasing Specialist II

Telephone: 727-669-4825

E-Mail: [sgundry@tampabaywater.org](mailto:sgundry@tampabaywater.org) and [purchasing@tampabaywater.org](mailto:purchasing@tampabaywater.org)



## PART I - GENERAL INFORMATION AND INSTRUCTIONS

### 1. **BACKGROUND**

Tampa Bay Water, A Regional Water Supply Authority, is requesting sealed Bids for On Call General Civil & Large Pipeline Contractor Services.

Tampa Bay Water is Florida's largest provider of wholesale drinking water. Our mission is to reliably provide clean, safe water to the Tampa Bay region now and for future generations. We are a regional agency created by an inter-local agreement among our member governments through state enabling legislation. We have a nine-member Board of Directors made up of representatives from the three counties and three cities we serve: Hillsborough County, Pasco County, Pinellas County, New Port Richey, St. Petersburg and Tampa.

Respondents can familiarize themselves with our agency at [www.tampabaywater.org](http://www.tampabaywater.org). Tampa Bay Water was recreated in 1998 as the out-growth of a two-year negotiation process that changed the name, structure and operations of the West Coast Regional Water Supply Authority. Our predecessor, the West Coast Regional Water Supply Authority, was created in 1974. Tampa Bay Water is now a multi-source provider of drinking water including groundwater, surface water, and desalinated seawater. Tampa Bay Water is a non-profit governmental agency funded through wholesale water rates by its member governments. Our member governments serve more than 2.5 million residents in the Tampa Bay area.

### 2. **BID OVERVIEW AND BACKGROUND**

Tampa Bay Water is a Regional Water Supply Authority with buildings, pipelines, property, and water treatment facilities located in Pasco, Pinellas, and Hillsborough County, Florida. The intent and purpose of this Invitation to Bid (ITB) is to provide On Call Contractor Services for Large Pipeline Contractor (12 to 84-inch Diameter Potable Water Mains) and General Civil Contractor Services as described in this ITB.

The **Large Pipeline Contractor** scope includes but is not limited to installation, repair, servicing, and providing underground water distribution lines and related pipeline appurtenances, including provision for installation of pilot plants or temporary small water treatment facilities.

The **General Civil Contractor** scope includes installation, repair and replacement of stormwater pipes, culverts, driveways, sidewalks, paving, sod, and other as-needed civil contracting work at plants and facilities owned by Tampa Bay Water.

### 3. **BID PRICE FORM**

Quotations for services are to be provided on the Bid Price Form included herein and shall be completed in ink or typewritten. Bidder must fill in all blank spaces on the Bid Price Form included herein in ink. No changes shall be made in the wording or format of the forms. In case of a discrepancy between unit prices and extended totals, unit prices shall prevail. No addition or deletion of the terms or conditions included with the Bid response shall be evaluated or considered and any and all such revisions shall have no force or effect and are inapplicable to this Bid. No submission by the Bidder, whether purposely or inadvertently in any transmittal letters, specifications, literature, price lists or warranties may constitute a revision to these Instructions. It is understood and agreed that the instructions and the general and special

conditions in this Bid solicitation are the only conditions applicable to this Bid and Bidder's authorized signature affixed to the Bid response constitutes acknowledgment of this fact.

Any Bid may be deemed non-responsive which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or which may be obviously unbalanced, or which in any manner shall fail to conform to the requirements provided for herein.

**4. ADDITIONAL INFORMATION REQUIREMENTS**

Prior to a recommendation for award, Tampa Bay Water will require the apparent low Bidder to demonstrate qualifications to furnish the specified goods and/or services under the Contract. Bidders must be prepared to submit written information requested by Tampa Bay Water within five (5) business days of a request. Tampa Bay Water may review Bidder's prior experience, references and previous contracts for similar goods and/or services. In addition, Tampa Bay Water may request the Bidder's: three (3) most recent audited financial statements; unaudited financial statements if audited statements are not available; Balance Sheets; Income Statements; Statements of Cash Flows; or other documents approved by Tampa Bay Water which establish the financial health of the Bidder. As an alternative method of providing financial assurance of the Bidder's ability to perform, Tampa Bay Water may consider a letter of credit issued by an acceptable surety in an amount sufficient to secure the Bidder's completion of the work.

**5. BID DOCUMENTS NECESSARY FOR SUBMITTAL**

The Bid Price Form, all requested attachments, and the bid security (if applicable) shall be included in the submittal package containing the Bid. The following documents, together, comprise a Bid.

- Addenda Acknowledgement Form
- Bid Price Form
- Signature Form
- Non-Collusion Affidavit Form
- E-Verify Affidavit Form
- Bid Bond or Cashier's Check
- Bidder's Reference List

**6. SALES AND USE TAXES**

Tampa Bay Water is exempt from State sales tax on equipment or materials purchased directly from the Bidder. Such taxes should not be included in the quoted prices.

**7. COMPLETE PRICING**

All prices quoted must reflect delivered cost which includes all packing, handling, shipping charges, taxes, discounts and delivery to Tampa Bay Water. It is understood and agreed that all items offered or shipped as a result of this Bid shall be new, current, standard model available at the time of the Bid. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packing.

**8. MULTIPLE BIDS PROHIBITED**

Only one Bid from any individual, firm, partnership, or corporation, under the same or different names, shall be considered. Should it appear to Tampa Bay Water that any Bidder has an interest

in more than one Bid for the goods and/or services under the Contract, all Bids in which such Bidder has an interest shall be rejected.

**9. AUTHORIZED SIGNATURE**

The Bidder shall sign its Bid in the appropriate blank space provided therefor. If Bidder is a corporation, the legal name of the corporation shall be set forth above the signature, together with the signature of an officer(s) or agent(s) authorized to sign contracts accompanied by evidence of authority to sign on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts accompanied by evidence of authority to sign on behalf of the partnership. If signature is by an agent, other than an officer of the corporation or a member of a partnership, a notarized power-of-attorney must accompany the Bid.

Failure to provide evidence of authority may cause the Bid to be regarded as not properly authorized and may subject it to rejection (disqualification).

**10. SUBMITTAL DATE AND PACKAGE REQUIREMENTS**

Sealed Bids for goods and/or services under the Contract must be received in Tampa Bay Water's office located at 2575 Enterprise Road, Clearwater, Florida 33763-1102 no later than 3:00 p.m. (EDT), May 11, 2021. A signed original, one digital copy on a CD or flash drive and one (1) copy of the Bid response must be received on or before this deadline. Responses will be retained as property of Tampa Bay Water. As such, all responses are public record, subject to public review. The Bid response marked "original" must contain a manual signature of the authorized representative of the Bidder; all others may be photocopies.

Sealed Bids must be submitted in accordance with the deadline and clearly marked "Sealed Bid" and addressed as follows:

TAMPA BAY WATER  
2575 Enterprise Road  
Clearwater, Florida 33763-1102  
Attention: Records Department

TAMPA BAY WATER CONTRACT #'s 2021-044, 2021-045, 2021-046 & 2021-047

Tampa Bay Water continues to monitor the information and recommendations regarding COVID-19 as the health and safety of Tampa Bay Water's guests and staff members are a top priority. With the current COVID-19 progression, Tampa Bay Water has activated the Agency's Water Emergency Incident Command Systems (WEICS) and is working with the state and county command centers to be sure we are doing our best to keep everyone safe and healthy. As part of this implementation the following changes apply to this ITB.

Respondents will have the option to submit their Bid electronically to Tampa Bay Water's Citrix Sharefile. For those Respondents opting to submit Bids electronically to Tampa Bay Water, please upload your document using the following link.

File Link: <https://tampabaywater.sharefile.com/r-r8a7845784a3e405786e517aa6e8352c6>

Please be sure to include the name of submitting firm, submittal and contract 2021-044, 2021-045, 2021-046 & 2021-047 in the title. File Name Example: Company Submittal 2021-044, 2021-045, 2021-046 & 2021-047. File submittal must be received by Tampa Bay Water no later than 3:00 p.m. (EDT) on May 11, 2021.

Bid submittal deliveries or drop-offs will also be accepted at Tampa Bay Water's administrative office located at 2575 Enterprise Road, Clearwater, FL 33763 as outlined in the ITB requirements.

If Respondents choose to submit Bids electronically, Tampa Bay Water is not responsible for any technical problems in the electronic transmission and/or delay in receipt due to technical problems. Such electronic transmittal errors will not alter or effect the deadline date and time for receipt of Bids.

**11. PRE-BID CONFERENCE AND INQUIRIES**

A Pre-Bid Conference will be held on April 21, 2021 at 10:00 a.m. (EDT). Attendance at the Pre-Bid Conference is not mandatory but highly encouraged and all prospective Bidders are strongly encouraged to attend. To attend this conference please use the following instructions:

**Please join my meeting from your computer, tablet or smartphone.**

<https://global.gotomeeting.com/join/247823317>

**You can also dial in using your phone.**

United States (Toll Free): [1 866 899 4679](tel:18668994679)

United States: [+1 \(571\) 317-3116](tel:+15713173116)

**Access Code:** 247-823-317

**Join from a video-conferencing room or system.**

Dial in or type: 67.217.95.2 or [inroomlink.goto.com](http://inroomlink.goto.com)

Meeting ID: 247 823 317

Or dial directly: [247823317@67.217.95.2](tel:247823317@67.217.95.2) or [67.217.95.2###247823317](tel:67.217.95.2###247823317)

Any questions concerning this Bid solicitation process, required submittals, evaluation criteria, Bid Price Form, selection process or any other matter regarding this procurement should be directed to Stacy Gundry at Tampa Bay Water, 727-669-4825, or [sgundry@tampabaywater.org](mailto:sgundry@tampabaywater.org).

All questions received prior to the Pre-Bid Conference will be discussed at the Pre-Bid Conference. Anyone requiring reasonable accommodations for this conference should contact Tampa Bay Water's Human Resources Department at 727/796-2355 at least three working days prior to this conference. If additional questions arise after the pre-bid conference, the Bidder must submit a written inquiry to request information or clarifications. Tampa Bay Water will accept additional written inquiries at the email address above until the **close of business on April 26, 2021**. If additional information is provided, it will be provided to all Bidders via a written addendum. All addenda will be published via Tampa Bay Water's online provider, DemandStar and accessible via link on Tampa Bay Water's website.

**12. DESIGNATED CONTACT**

Tampa Bay Water is committed to a fair, open process for interested parties to receive information about the Bid and/or award of the Contract. All questions concerning this Bid and/or the procurement process must be directed in writing to the Tampa Bay Water Purchasing Representative as designated below or via the general purchasing email address below.

Stacy Gundry, CPSM, CPPB, CPCP  
 Purchasing Specialist II  
 Tampa Bay Water  
 2575 Enterprise Road  
 Clearwater, FL 33763

[sgundry@tampabaywater.org](mailto:sgundry@tampabaywater.org)  
[purchasing@tampabaywater.org](mailto:purchasing@tampabaywater.org)

All inquiries or requests for clarification must be submitted in writing and are subject to distribution to all Bidders. Any contact with Tampa Bay Water staff, Board members, Tampa Bay Water Advisors (other than listed above), and other key Project stakeholders by a Bidder concerning any matter relating to this procurement is prohibited and is grounds for disqualification of the Bidder.

**13. ADDENDA**

Tampa Bay Water reserves the right to revise or amend this ITB. Such revisions and amendments, if any, shall be announced by Addenda to this ITB and posted via Tampa Bay Water's online provider, DemandStar and available via link on Tampa Bay Water's website. The Bid opening shall be at least five (5) working days after the last Addenda.

**14. ACCEPTANCE AND RIGHT OF REJECTION**

Bidder understands that Bids are to remain open for an acceptance period of ninety (90) days after the bid opening date for evaluation purposes. Tampa Bay Water reserves the right to reject all bids.

**15. WAIVER OF MINOR IRREGULARITIES OR ERRORS**

Tampa Bay Water reserves the right to either (1) waive any minor irregularities or clerical errors which are not material to the ITB or which do not prejudice other Bidders; or (2) to reject any and all Bids submitted as non-responsive. Conditional Bids or those which take exception to any provision of the ITB may be considered non-responsive and may be rejected.

**16. AWARD**

Tampa Bay Water will award up to four (4) contracts included herein to the lowest responsive, responsible Bidders deemed most qualified to provide the specified goods and/or services under the Contract included herein. The successful bidders must be registered to do business in the State of Florida. Information regarding registration can be found at the Florida Department of State, Division of Corporations website at <http://dos.myflorida.com/sunbiz>.

Notification of Tampa Bay Water's award resulting from this solicitation will be posted through Tampa Bay Water's on-line provider, DemandStar and accessible via link on Tampa Bay Water's website.

## PART II GENERAL CONDITIONS:

### **BIDDER'S ACKNOWLEDGEMENTS**

#### **1. EXPENSES**

Tampa Bay Water accepts no responsibility for any expenses incurred in the Bidders' preparation of the Bids; such expenses are to be borne exclusively by the Bidders. All costs and expenses incurred by a Bidder, or any person working on behalf of a Bidder, in connection with the ITB, including the preparation and submission of a Bid, providing additional information, attendance at meetings, and any other actions taken by a Bidder in response to the ITB shall be the sole responsibility of the Bidder. Tampa Bay Water and its agents, officers and directors shall have no responsibility or liability for any costs, damages or expenses incurred by Bidder, team members or any other person as a result of this ITB.

#### **2. INTERPRETATION**

By submitting a Bid, Bidders acknowledge that Tampa Bay Water is the interpreter of these Goods And/Or Services Contract Documents.

#### **3. PUBLIC RECORDS**

- 3.1. Each Bidder, by submitting a Bid, acknowledges the agency's legal obligation in accordance with Chapter 119 of the Florida Statutes, to respond to all public records requests in a timely manner and expressly waives any right to contest, impede, prevent or delay such disclosure, or to initiate any proceeding that may have the effect of impeding, preventing or delaying such disclosure, unless the Bidder establishes its right to a public records exception. It is the responsibility of the Bidder alone to establish its right to any such exception. Under no circumstances will Tampa Bay Water be responsible or liable to a Bidder or any other party as a result of disclosing any such information or materials.
- 3.2. Each Bidder may clearly mark each page of the Bid that contains trade secrets or other confidential commercial or financial information which the Bidder believes should not be disclosed outside of the agency. Disclosure of requested information will be determined in accordance with Florida laws, rules and regulations. Bidders are informed that Tampa Bay Water is subject to the Florida Public Records and Sunshine Laws.
- 3.3. Each Bidder, by submitting a bid acknowledges and agrees that if awarded a contract as a result of this Bid the following conditions will be made a part of the contract.
  - a. Contractor must keep and maintain all public records required by the Agency in order to perform services under this Contract.
  - b. Upon request from the Agency's custodian of public records, Contractor shall provide the Agency with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provide in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - c. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Agency.
  - d. Upon completion of the contract, Contractor shall transfer, at no cost, to the Agency all public records in the possession of the Contractor or keep and maintain public

records required by the Agency to perform the service under this contract. If the Contractor transfers all public records to the Agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Agency, upon request from the Agency's custodian of public records, in a format that is compatible with the information technology systems of the Agency.

- 3.4. Each BIDDER, by submitting a bid further understands that if awarded a contract, the following instructions will apply throughout the life of the contract.

**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 AGENCY'S CUSTODIAN OF PUBLIC RECORDS VIA PHONE (727) 796-2355 x 2401; EMAIL [RECORDS@TAMPABAYWATER.ORG](mailto:RECORDS@TAMPABAYWATER.ORG); OR MAIL AT 2575 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33763.**

**4. CONTRACT FORM AND ACCEPTANCE**

The Bidder has familiarized itself with the nature and extent of the Contract Forms included herein, the sites, the localities and all local conditions and laws and regulations that may in any manner affect cost, schedule, progress, performance or furnishing of the goods and/or services under the Contract included herein. Bidder accepts the terms and conditions of the Contract. The Bidder proposes and agrees that if this Bid is accepted it shall enter into a contract with Tampa Bay Water in the form included herein as the Contract and perform and furnish all goods and/or services under the Contract for the Contract price, within the Contract time, and in accordance with the other terms and conditions of the Contract included herein.

**5. CONTRACT EXECUTION, INSURANCE FORMS, AND BONDS**

The Successful Bidder agrees that, upon receipt of the Notice Of Award, it shall execute and deliver to Tampa Bay Water two (2) copies of the Contract and the required Certificates Of Insurance which are included herein, within 15 business days of receipt of the Notice Of Award. No work can begin, or goods delivered prior to Tampa Bay Water's receipt and approval of the insurance.

**6. PROVISION FOR OTHER AGENCIES**

Unless otherwise stipulated by the Bidder, the Bidder agrees to make available to all Government agencies, departments, and municipalities the Bid prices submitted in accordance with said Bid terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract. Tampa Bay Water shall not be liable for the obligations of any other agency which uses this contract under this provision.

**7. CONVICTED VENDOR, DISCRIMINATORY VENDOR LISTS, AND SCRUTINIZED COMPANIES LIST**

- 7.1. Pursuant to Subsections 287.133(2) and (3), Florida Statutes, Bidder acknowledges that 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, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases or 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, Florida Statutes, for CATEGORY TWO, for a period of 36 months following the date of being placed on the convicted vendor list.
- 7.2. Pursuant to Subsection 287.134(2)(a), Florida Statutes, Bidder acknowledges that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- 7.3. Pursuant to Section 287.135, Florida Statutes, Bidder acknowledges that a company that has been placed on the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List; or the Scrutinized Companies that Boycott Israel List or a company that engages in a boycott of Israel, is ineligible and may not submit a bid, proposal, or enter into or renew a contract with an agency for goods or services of \$1 million or more. At the time of submission of a Bid or proposal for a contract or contract renewal for goods or services of \$1 million or more, the company must certify that it is not on either such List and further that it does not have business operations in Cuba or Syria as required by Section 287.135(5), Florida Statutes.
- 7.4. Pursuant to Section 287.135, Florida Statutes, Bidder acknowledges that Tampa Bay Water has the option to terminate any contract for goods or services of \$1 million or more if the awarded company is found to have submitted a false certification as provided under Section 287.235 (5), 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 been engaged in business operations in Cuba or Syria
- 7.5. Pursuant to Section 287.135, Florida Statutes, Bidder acknowledges that Tampa Bay Water has the option to terminate any contract for goods or services of any amount if the awarded company is found to have or been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

**8. NOTIFICATION OF RIGHT TO PROTEST**

Notification of Tampa Bay Water's decision regarding this solicitation will be posted on DemandStar on-line service and accessible via the link on Tampa Bay Water's website.



**9. FAILURE TO FILE A PROTEST**

Failure to file a protest within the time prescribed in section 120.57(3), Florida statutes, or failure to post a bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. This includes, but is not limited to, any objection to or protest of this Invitation to Bid, Notice of Award, the form and content of the Bids, and/or the actions of Tampa Bay Water.

**10. BID BOND**

Sealed Bids must be accompanied by a certified check, or cashier's check drawn on a bank in good standing, or the Florida Bid Bond included herein must be issued by a surety authorized to issue such bonds in the State of Florida, in the amount of \$5,000.00. The Florida Bid Bond included herein shall be given as a guarantee that the Bidder will not withdraw its Bid for a period of ninety (90) days after the opening of Bids.

**11. STATEMENT OF NON-COLLUSION**

The undersigned, hereinafter called the Bidder, declares that the only person(s) or party(s) interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of Tampa Bay Water and that the Bid is made without any connection or collusion with any person submitting another Bid on the Contract included herein.

**12. EMPLOYEE VERIFICATION**

In accordance with Section 448.095 Florida Statutes, the Awardee/Contractor/Consultant agrees to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the award/contract for the services specified in the award/contract. The Awardee/Contractor/Consultant must also include a requirement in subcontracts that the subcontractor must register with and utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the award/contract term.

If the Awardee/Contractor/Consultant enters into a contract with a subcontractor, the subcontractor must provide the Awardee/Contractor/Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Awardee/Contractor/Consultant shall maintain a copy of such affidavit for the duration of the award/contract.

If Tampa Bay Water has a good faith belief that the Awardee/Contractor/Consultant has knowingly violated Section 448.09(1), Florida Statutes, Tampa Bay Water shall terminate the Contract with the Awardee/Contractor/Consultant, and the Contractor may not be awarded a contract with Tampa Bay Water for at least 1 year after the date on which the award/contract was terminated. The Awardee/Contractor/Consultant is liable for any additional costs incurred by Tampa Bay Water as a result of the termination of the award/contract.

If Tampa Bay Water has a good faith belief that a subcontractor knowingly violated the law, but the Awardee/Contractor/Consultant has otherwise complied with the law, Tampa Bay Water shall promptly notify the Awardee/Contractor/Consultant and order the Awardee/Contractor/Consultant to immediately terminate the award/contract with the subcontractor.

**13. CONSUMPTION ESTIMATES**

The quantities appearing in the Bid Price Form are based on historical usage and Tampa Bay Water's anticipated needs at the time of the solicitation. However, since changes can occur, they should be considered approximate and are intended for the solicitation of bids. Payment to the Successful Bidder will be made only for the actual quantities of items furnished in accordance with the bid and it is understood that the scheduled quantities of items to be furnished may be increased, decreased, or omitted without in any way invalidating bid prices.

**14. F.O.B. DESTINATION – FREIGHT PRE-PAID**

Successful bidder shall pay all shipping and/or freight charges. The Successful Bidder shall file all claims and bear responsibility for the products from the point of origin all the way to Tampa Bay Water's specified delivery location(s). Bid prices shall be **inclusive of all shipping and freight charges, prepaid, and unloaded to location(s) specified in the bid documents.** Actual delivery addresses are in the Technical Specifications section or shall be identified at time of order.

**15. SIMILAR SERVICES**

The Bidder acknowledges and agrees that the separate prices on the Bid Price Form, where they are applicable and deemed acceptable by Tampa Bay Water, will be used by Tampa Bay Water and the Bidder, if awarded the Contract included herein, whenever similar service is added to the Contract.

**16. FORCE MAJEURE**

The Successful Bidder shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering or performing in the customary manner, by acts of God, declared disaster, fire, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. The Successful Bidder shall provide Owner satisfactory evidence that non-performance is due to cause other than fault or negligence on its part.

**17. NEW PRODUCT(S)**

The Successful Bidder shall guarantee that the product(s) provided under this contract shall be new and shall be of first quality as to the raw materials and methods of manufacture used for said product(s). If circumstance arise causing the Successful Bidder to offer reconditioned, used or refurbished product, the Successful Bidder must first obtain permission in writing from Tampa Bay Water and shall resume providing new products at the earliest possible time.

**18. VENDOR'S STOCK**

The Successful Bidder shall agree to hold or maintain access to adequate stock of any item awarded in this Bid. The lead time(s) for such stock shall not exceed the lead time or maximum delivery time period(s) as specified in this bid. Should product not be available, Tampa Bay Water reserves the right to procure product from another source and charge any additional costs for such procurement including expedited shipping to the Successful Bidder.

**19. WARRANTY**

The Successful Bidder shall guarantee that all product supplied shall meet specifications upon delivery and be free from defects in material, composition or performance for a period of one-

year after acceptance by Tampa Bay Water, or the manufacturer's standard warranty period, whichever is greater. Acceptance shall be defined as 30 days after delivery. Successful Bidder shall bear all costs to replace goods, their spare parts or components in full and/or repair defects within this timeframe, including transportation of goods to and from a designated repair facility and shipping costs of replacement parts.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]**

## PART III ADDITIONAL CONDITIONS

### 1. OWNER'S RIGHTS

Tampa Bay Water reserves the right to reject any and all Bids, to waive any and all minor irregularities and technicalities, to negotiate terms with the successful Bidder, and reserves the right to disregard all nonconforming, non-responsive or conditional Bids and to re-solicit Bids, as maybe deemed to be in the best interests of Tampa Bay Water. Tampa Bay Water further reserves the right to delete line items from consideration. The decision made by Tampa Bay Water in selection of the successful Bidder and award of the Contract included herein will be final. Tampa Bay Water reserves the right, in its sole and absolute discretion, to:

- a. Amend, suspend, or terminate this ITB;
- b. Revise and modify, at any time prior to the Bid due date, factors it will consider in evaluating Bids and to otherwise revise its evaluation methodology;
- c. Extend dates, time periods or deadlines in this ITB;
- d. Reject any and all Bids in whole or in part which are non-conforming, non-responsive, or conditional Bids;
- e. Waive minor deficiencies, informalities, irregularities or defects in a Bid;
- f. Suspend and/or terminate this procurement process at any time;
- g. Reissue the same ITB or a different ITB for this project;
- h. Hold meetings and conduct discussions and issue correspondence with one or more of the Bidders to seek an improved understanding and evaluation of the Bids;
- i. Use assistance of outside advisors (e.g., technical, financial, procurement and legal advisors) in the evaluation process;
- j. Accept Bids that in its judgment will be in the best interest of Tampa Bay Water;
- k. Suspend, discontinue and/or terminate Contract negotiations with any Bidder at any time prior to the actual authorized execution of such Contract by all parties; and/or
- l. Exercise all rights available to it under this ITB and other provisions of applicable Florida law pertaining to this ITB without incurring any liability for costs, expenses or damages of any nature whatsoever suffered or incurred by any Bidder, team member or any other person.

### 2. DISQUALIFICATION

Without limiting the foregoing, Tampa Bay Water may disqualify and reject any Bidder (including its sub-consultants, affiliates, partners and parent organizations) that:

- a. Fails to include information in its Bid required by this ITB;
- b. Engages in conduct prohibited by this ITB;
- c. Fails to obtain the agency's consent for any action when required by this ITB;
- d. Is involved in pending litigation concerning Tampa Bay Water or its Member Governments;
- e. Submits false or misleading information in its Bid;
- f. Has a conflict of interest;
- g. Fails to disclose any information which, if disclosed, would materially adversely affect Tampa Bay Water's evaluation of the Bid; or
- h. Otherwise fails to comply with or breaches any material requirement of this ITB.

### 3. NON-BINDING

The issuance of this ITB does not bind or obligate Tampa Bay Water to enter into a Contract with any person or legal entity, nor does the ITB constitute an offer to enter into a Contract

with any person or entity. Tampa Bay Water and its agents and representatives are not liable for any delays, interruptions, failure or irregularities in sending or receipt of any communications or submissions, or for the loss, misdirection or corruption of any such communication by Bidder with the agency. Bidder is solely responsible for meeting all deadlines and submission requirements of this ITB.

**4. INITIAL TERM**

The initial term of this contract shall be from date of award through September 30, 2025.

**5. SUPPLEMENTAL CONTRACT EXTENSION PERIOD**

Tampa Bay Water has the option and reserves the right to unilaterally extend the original contract term or any renewal term for up to ninety (90) days period, at the same terms and conditions. Notice of Tampa Bay Water's intent to extend shall be provided in writing to the Awardee thirty (30) days prior to the expiration of the contract, or the renewal period if the contract has been previously renewed.

**6. PRICE ESCALATION/DE-ESCALATION**

Tampa Bay Water will allow a price escalation/de-escalation provision within this award. The original bid prices shall be firm for a minimum period of 12 months from the date of the contract execution. A price escalation/de-escalation will be allowed only once per calendar year. The Successful Bidder must notify Tampa Bay Water, in writing, of the pending price escalation/de-escalation a minimum of 30 days prior to the effective date of the price escalation/de-escalation. In the case of a price escalation/de-escalation, said notification shall include, the amount of the price escalation, and suitable proof such as documentation of the manufacturer's price increase (or insert the appropriate index reference CPI, PPI, etc). Increases will apply only to products and/or services affected by an increase in a raw material, ingredient, labor, or another significant like cost factor. The proof must substantiate the increase and be approved by the Purchasing Manager. The price increase shall not change the Awardee's profit margin. **Failure to comply with these instructions shall be grounds for disallowance of a price escalation as allowed herein.**

The Successful Bidder agrees to monitor market indicators and ensure that if market prices have decreased for like factors above, affecting supply and demand; that a price decrease is offered to Tampa Bay Water for the same period. Successful Bidder further agrees to provide a market evaluation to Tampa Bay Water once per calendar year as market conditions may dictate, but no later than 60 calendar days prior to each period expiration) to provide justification for a request for either an Escalation or a De-Escalation.

**7. NON-APPROPRIATION OF FUNDS**

In the event no funds or insufficient funds are appropriated for expenditures under this award, Tampa Bay Water will notify the Awardee in writing of such occurrence and the award shall terminate without penalty or expense to Tampa Bay Water on the last day of the fiscal year in which sufficient funds have been appropriated.

**PART IV – BID FORMS**

**[SEE EXHIBIT B FOR BIDDER'S RESPONSE FORMS]**

**PART V – TECHNICAL SPECIFICATIONS**

**TECHNICAL SPECIFICATIONS**

**1. GENERAL**

Tampa Bay Water is a Regional Water Supply Authority with buildings, pipelines, property, and water treatment facilities located in Pasco, Pinellas, and Hillsborough County, Florida. The intent of this specification document is to provide On Call Contractor Services for Large Pipeline Contractor (12 to 84-inch Diameter Potable Water Mains) and General Civil Contractor Services at Tampa Bay Water’s facilities.

**2. PURPOSE**

The Large Pipeline Contractor scope includes but is not limited to installation, repair, servicing, and providing underground water distribution lines and related pipeline appurtenances, including provision for installation of pilot plants or temporary small water treatment facilities.

The General Civil Contractor scope includes installation, repair and replacement of stormwater pipes, culverts, driveways, sidewalks, paving, sod, and other as-needed civil contracting work at plants and facilities owned by Tampa Bay Water.

The Large Pipeline Contractor may be called upon to perform work listed in the Civil contractor scope, depending upon the needs of the agency. However, the Civil Contractor will not be called upon to perform Large Pipeline work.

**3. PERSONNEL AND CONTACTS**

- 3.1. Key personnel contact numbers for Emergency Response shall be provided to Tampa Bay Water in document form within 15 days of contract execution with preferred points of contact identified and prioritized for Tampa Bay Water’s use. Contractor shall provide Tampa Bay Water a list of proposed sub-contractors Contractor proposes for pre-approval by Tampa Bay Water within 15 days of contract execution.
- 3.2. As mutually agreeable between Contractor and Tampa Bay Water, the Contractor is only to use the necessary personnel that are trained and certified to work on the infrastructure listed in the scope of the emergency response, project, task or assignment to assure competent work in a safe environment. Only these personnel are to respond and correct the cause of an emergency call-out or complete a project, task, or assignment.
- 3.3. Labor, equipment, and parts for all services within the scope and provisions of this agreement shall be billed at the rates listed in the Bid Price Form where applicable, or a cost reimbursement basis as defined in these specifications.
- 3.4. Tampa Bay Water staff shall contact the following designated representative and telephone number to coordinate all emergency and non-emergency services.

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

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

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

**4. BACKGROUND AND IDENTIFICATION**

- 4.1. The contractor shall not assign any employee to work, related to this contract that has a criminal background.



- 4.2. The contractor must ensure that any employee assigned to work at any of the Tampa Bay Water locations that are near or adjacent to a school or other location where children congregate, comply with the requirements noted within the Jessica Lunsford Act.
- 4.3. The contractor shall provide information required by the Florida Department of Law Enforcement for “Request for Background Check” at least fourteen (14) days prior to start of work. The required information for each person working at the site is as follows:

- Company Name
- Name: (Name on Birth Certificate)
- Government Issued Identification
- Must have company issued ID card at all times.

**5. SCHEDULED SERVICE COORDINATION**

For Routine services and projects such as scheduled work requests, road repair, equipment installation, corrective repairs, and other work required to improve or maintain the system, Tampa Bay Water will contact the Contractor to prepare an estimate, schedule a crew, and address the request. Contractor shall respond via phone within two hours and be on location, if needed, no later than seventy-two (72) hours from the time of a routine call for service. Contractor acknowledges that multiple routing and emergency call outs could occur in all areas of the Tampa Bay Water region to include Hillsborough County, Pasco County and Pinellas County locations, potentially occurring at the same time, on the same day.

**6. EMERGENCY RESPONSE PROCEDURES**

In case of an emergency condition such as a large pipe rupture or road washout, Contractor will respond to trouble calls and provide on-demand emergency response assistance to Tampa Bay Water. They will be required to have crews on location in accordance with these specifications as follows:

**Normal Business Hours Emergency Response**

- 6.1. During normal business hours (Monday through Friday from 8:00 a.m. to 5:00 p.m., Contractor will respond to telephone calls as initiated by Tampa Bay Water within thirty (30) minutes and have crews on location, if needed, no later than two (2) hours from notification of an emergency call-out.
- 6.2. Contractor may utilize Contractor’s crews or pre-approved sub-contractor crews to perform system repairs. Tampa Bay Water requires the Contractor to respond per the specifications, to the first emergency call out. If additional callouts occur while the first call-out work is being performed, Tampa Bay Water will either go to another On Call Contractor on the list, or agree with the already-engaged Contractor on an acceptable response time for the sequential call-out. However, nothing in this section shall relieve the On Call Contractor from using all reasonable efforts in responding to a sequential emergency call-out(s).

**Off Hours Emergency Response**

- 6.3. During off hours (Monday through Friday from 5:00 p.m. to 8:00 a.m. or all day on Saturday, Sunday, and Holidays) Contractor will respond to telephone calls as initiated by Tampa Bay Water within thirty (30) minutes and have crews on location, if needed, no later than two (2) hours from notification of an emergency call-out..
- 6.4. Contractor may utilize Contractor’s crews or pre-approved sub-contractor crews to perform system repairs. Tampa Bay Water requires the Contractor to respond per the

specifications, to the first emergency call out. If additional callouts occur while the first call-out work is being performed, Tampa Bay Water will either go to another On Call Contractor on the list, or agree with the already-engaged Contractor on an acceptable response time for the sequential call-out. However, nothing in this section shall relieve the On Call Contractor from using all reasonable efforts in responding to a sequential emergency call-out(s).

- 6.5. Work performed during the off-hour periods will be compensated at a rate of one and one-half (1.5) the Hourly Base Rates as adjusted by contract. Compensation for trouble calls outside of normal working hours shall be a minimum of four hours per call out.

## **7. MAJOR EVENT EMERGENCY RESPONSE**

Tampa Bay Water requires prompt Emergency Response to maintain the integrity of public water supply system, ensure the consistent delivery of potable water, and maintain public health and safety at all times. Restoration of pipeline integrity is critical to system reliability and may require additional communication and coordination during interruptions affecting large portions of a service area. When requesting service during Major Events (or interruptions) in service such as major storms, damage from digging activities, sinkholes, or traffic accidents, the following procedures will be followed:

- 7.1. Contractor will coordinate response to calls by Tampa Bay Water using the following criteria during major outage situations. The Contractor will determine when Contractor's personnel can be available to address Tampa Bay Water's requests for repairs. This schedule will be communicated to Tampa Bay Water in a timely manner. If the schedule for availability is acceptable to Tampa Bay Water, Contractor will start repair efforts per the agreed upon schedule.
- 7.2. Contractor may utilize Contractor's crews or pre-approved subcontractor crews to perform repairs or other as-needed work.
- 7.3. Items which do not require immediate attention, or that can be rendered safe and secure for the time being, will be placed on a follow-up list for scheduled repair service.

## **8. OTHER AS NEEDED SERVICES**

Tampa Bay Water may request, and Contractor shall provide As-Needed services for special projects and work as needed to maintain or improve the integrity of the infrastructure at Tampa Bay Water facilities. All such projects shall be initiated and approved by Tampa Bay Water prior to commencement. Upon request, Contractor shall provide written estimates of work to be performed.

## **9. SAFETY**

- 9.1. The contractor shall abide by all safety rules and publications issued by Tampa Bay Water, NFPA, OSHA and other regulatory agencies.
- 9.2. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.
- 9.3. Tampa Bay Water may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to Tampa Bay Water.

- 9.4. The contractor shall provide Tampa Bay Water with Safety Data Sheet (SDS) books for all chemicals used in the scope of this contract, including those used by subcontractors. The SDS books shall be kept up to date with new SDS sheets added as new materials are used within the scope of this contract.
- 9.5. The agency reserves the right to review and approve all materials and chemicals used on assignments.

**10. PAYMENT**

- 10.1. Tampa Bay Water will reimburse Contractor for its costs for labor, materials, replacement parts and Subcontract services at actual cost plus a fixed cost fee as outlined below for all As-Needed projects. All parts and equipment costs will be noted and reported to Tampa Bay Water through approved invoices.
- 10.2. Any item used on the work which is not covered on the Bid Price Form and for which the contractor seeks payment will be considered “cost reimbursement work”. The term “cost reimbursement work” shall be for work performed and compensated on a time and expense basis, that is, on an accounting of the contractor's forces, materials, equipment, and other items of cost as required and used to do the work.
- 10.3. The contractor shall furnish labor, equipment, and materials necessary to complete the work in a satisfactory manner and within a reasonable period of time. For the work performed, payment shall be made for the documented actual cost of the following:

10.3.1. LABOR

For those hours they are assigned and participating in the cost reimbursement work (actual payroll cost, including wages, fringe benefits as established by negotiated labor agreements, labor insurance and labor taxes as established by law). No other fixed labor burdens will be considered, unless approved in writing by Tampa Bay Water.

10.3.2. Specific Sub Contractors to the Large Pipeline Contractor

The Large Pipeline Contractor shall include rates in their quote for the following two sub-contracted specialties:

10.3.2.1. Welder – The hourly rate shall include a certified welder and a truck fully equipped with an engine driven welder, oxygen and acetylene cylinders and other accessories as would be necessary to weld or cut carbon steel pipelines on site.

10.3.2.2. Disinfection - Water main disinfection to AWWA standards of 50 PPM chlorine residual shall be added at a cost per 1 Million Gallons of water introduced into the pipeline, then subsequently flushed from the pipeline and de-chlorinated for disposal. Assume no cost to purchase the water. Assume contractor cost to provide the chlorination chemical, whether Calcium or Sodium Hypochlorite. Assume contractor cost to provide the de-chlorination chemical.

10.3.3. EQUIPMENT

Equipment is to include trucks, tractors, cranes, lifts, hand tools, and specialty tools, fuel, supplies, maintenance, renewals and depreciation when equipment is owned by Contractor or an approved sub-contractor. When equipment is rented, it will include rental, or equivalent rental cost of equipment, including specialty labor that may be required for transportation of items having a rental value in excess of \$100.00.

## 10.3.4. TOOLS

- 10.3.4.1. Contractor will not use Tampa Bay Water Tools or Equipment.
- 10.3.4.2. The item on the bid schedule for "job truck with tools" shall include all tools listed in Table 1 below.
- 10.3.4.3. The cutting torch, stick welder and accessories may be on a separate truck if necessary.
- 10.3.4.4. Tampa Bay Water will not pay hourly rates for any delays caused by Contractor for improper tools or equipment to perform the required work.

<b>Table 1 - Contractor Job Truck Mandatory Tools</b>			
	<b>Tool</b>	<b>Minimum size</b>	<b>Quantity</b>
1	Air compressor	20 CFM @ 90PSI	1
2	3/4 " drive ratchet and socket set		1
3	1 inch drive air impact wrench		1
4	1 inch drive sockets	1 1/2" to 3"	1 each
5	Slug wrenches	1 1/2" to 3"	1 each
6	End wrenches	7/16" to 1 1/2"	2 each
7	Porta band saw w spare blades	4" opening	1
8	Sawzall w spare blades		1
9	Nylon slings 5,000 and 10,000 pound rated (vertical)	2" 2 ply/4" 2 ply	2 each
10	Grade 80 Chain 10,000 pound rated	1/2" X 10 ft	2
11	Clevis or Shackles 5 ton rated	5/8" alloy	4
12	Porta power 10 ton		1
13	Shovels - round and square point		3 each
14	Cutting torch set *see note*		1
15	Gas or diesel stick welder and accessories *see note*		1
16	Small diaphragm pump and accessories	2" suction	1
17	Tap and die set	1/2" to 2" NPT	1
18	Drill and bits for steel or ductile	1/2" to 2" NPT size	1 set
19	Pry bar	5 foot	1
20	Come along	2 ton	2
21	Circular Saw and blades for cribbing/forms	7 1/2 inch	2
22	Generator 120/240 volt	3500 watt	1
23	Framing hammer and nails for forms		2
24	Screw gun and screws for forms and cribbing		1
25	Gas powered cutoff saw (K-12)	12 inch	1
26	Chain saw for cribbing and forms	14 inch bar	1
27	Sledge hammers	4# and 6#	1 each
28	Crew PPE to include Hard hat and gloves at minimum	as needed	per person

10.3.5. PARTS AND MATERIALS

10.3.5.1. Items - This includes parts, consumables, and whole items including for example, valves, spool pieces, culverts, air releases, or concrete. All items shall include applicable transport and delivery costs and taxes. Payment shall be based on in-place measurements and delivery tickets.

10.3.6. PERMITS

10.3.6.1. This includes all costs associated with the filing, pulling, inspections, and closing of any required work permits and notifications.

10.3.6.2. This excludes any design or engineering costs.

10.3.7. RENTALS

10.3.7.1. Rental cost shall be allowed for only those days or hours during which the equipment is in actual use.

10.3.7.2. Rental and transportation costs shall not exceed the current rental rates prevailing in the locality.

10.3.7.3. The rentals allowed for equipment shall, in all cases, be understood to cover all fuel, supplies, repairs, and renewals, and no further costs shall be allowed for those items, unless specific agreement to that effect is made.

10.3.8. To the cost reimbursement work, there shall be added the following for the contractor or subcontractor actually performing the work.

10.3.8.1. A fixed fee of fifteen percent (15%) of the cost of item 10.3.1. LABOR above.

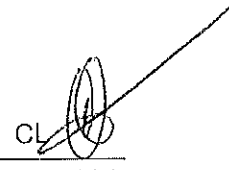
10.3.8.2. A fixed fee of ten percent (10%) will be added to the cost of items 10.3.3. EQUIPMENT, 10.3.5. PARTS AND MATERIALS, and 10.3.6. PERMITS above.

10.3.8.3. For costs incurred for work performed by sub-contractors, the contractor's pass-through fee shall not exceed ten percent (10%) of the sub-contractor actual cost.

**EXHIBIT B  
BIDDER'S RESPONSE FORMS**

**ADDENDA ACKNOWLEDGMENT FORM**

The Bidder acknowledges that he has received Addenda Number(s): 1

1	Reminders & Inquires	CL 
Number	Addendum Title	Bidder Initials

Number	Addendum Title	Bidder Initials
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Number	Addendum Title	Bidder Initials
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Bidder shall insert number and name of each addendum received and agrees that all addenda issued are hereby made a part of the proposed Contract Forms, and the Bidder further agrees that its Bid is submitted after consideration of said addenda.

**PART A - CIVIL CONTRACTOR BID PRICE FORM**

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE
<b>Labor</b>				
1	Foreman	Hour	1	300.00
2	Operator	Hour	1	150.00
3	Truck Driver	Hour	1	150.00
4	Pipe Layer - For Pipes ≤ 48" Dia.	Hour	1	150.00
5	Laborer	Hour	2	150.00
<b>Equipment</b>				
6	Foreman P/U with hand tools	Hour	1	100.00
7	Job truck with mandatory tools *note*	Hour	1	150.00
8	Crane (20 Ton)	Hour	1	150.00
9	Crane (60 Ton)	Hour	1	200.00
10	Tractor & Trailer (Transport)	Hour	1	260.00
11	Track Hoe (to 100 HP)	Hour	1	210.00
12	Track Hoe (101 HP to 170 HP)	Hour	1	240.00
13	Rubber Tired Backhoe	Hour	1	210.00
14	Wheel Loader (to 150 HP)	Hour	1	160.00
15	Wheel Loader (151 HP and up)	Hour	1	184.00
16	Track Type Tractors (to 100 HP)	Hour	1	210.00
17	Track Type Tractors (101 HP up)	Hour	1	240.00
18	Dump Truck (Tandem Axle)	Hour	1	240.00
19	Plate Tamp	Hour	1	123.00
20	3" Trash Pump	Hour	1	114.00
21	4" Double Diaphragm Pump	Hour	1	124.00
22	Air Compressor (125 SCFM)	Hour	1	123.00
23	Well Point Pump	Day	1	630.00
24	4" Jet Pump	Day	1	340.00
<b>Material</b>				
25	2500psi Concrete (Un-formed)	Cu. Yd.	1	130.00
26	Off Site Select Fill	Cu. Yd.	1	14.00
27	Limerock Base Material	Ton	1	33.00
28	#57 Washed Stone	Ton	1	55.00
29	Asphalt Paving (1½" Thick; Type S-3)	Sq. Yd.	1	17.00
30	Bahia Sod	Sq. Yd.	1	4.40
<b>Sub-Contractor</b>				
31	Welder with Truck	Hour	1	170.00
32	Tractor with 7' Bush Hog	Hour	1	330.00
PROPOSED TOTAL CONTRACT BID PRICE (Basis of Award):				\$ 5,661.40
*Note* Job truck with mandatory tools to include all items listed on Table 1 in the specifications.				



**PART B - LARGE PIPELINE CONTRACTOR BID PRICE FORM**

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE
<b>Labor</b>				
1	Foreman	Hour	1	300.00
2	Operator	Hour	1	150.00
3	Truck Driver	Hour	1	150.00
4	Pipe Layer - For Pipes ≤ 84" Dia.	Hour	1	150.00
5	Laborer	Hour	1	150.00
<b>Equipment</b>				
6	Foreman P/U with hand tools	Hour	1	100.00
7	Job truck with mandatory tools *note*	Hour	1	150.00
8	Crane (20 Ton)	Hour	1	280.00
9	Crane (60 Ton)	Hour	1	400.00
10	Tractor & Trailer (Transport)	Hour	1	260.00
11	Track Hoe (to 100 HP)	Hour	1	210.00
12	Track Hoe (101 HP to 170 HP)	Hour	1	240.00
13	Track Hoe (171 HP and up)	Hour	1	210.00
14	Rubber Tired Backhoe	Hour	1	160.00
15	Wheel Loader (to 150 HP)	Hour	1	184.00
16	Wheel Loader (151 HP and up)	Hour	1	220.00
17	Track Type Tractors (to 100 HP)	Hour	1	210.00
18	Track Type Tractors (101 HP up)	Hour	1	240.00
19	Dump Truck (Tandem Axle)	Hour	1	240.00
20	Plate Tamp	Hour	1	123.00
21	3" Trash Pump	Hour	1	140.00
22	4" Double Diaphragm Pump	Hour	1	124.00
23	Air Compressor (125 SCFM)	Hour	1	123.00
24	Well Point Pump	Day	1	630.00
25	4" Jet Pump	Day	1	340.00
<b>Material</b>				
26	2500psi Concrete (Un-formed)	Cu. Yd.	1	130.00
27	Off Site Select Fill	Cu. Yd.	1	14.00
28	Limerock Base Material	Ton	1	33.00
29	#57 Washed Stone	Ton	1	55.00
30	Asphalt Paving (1 1/2" Thick; Type S-3)	Sq. Yd.	1	17.00
31	Bahia Sod	Sq. Yd.	1	4.40
32	Sheeting to Depths of 25'	20 Sheets	1	3,000.00
<b>Sub-Contractor</b>				
33	Welder with Truck	Hour	1	170.00
34	Line Clearance Chlorinate/Dechlorinate	1MG	1	10.00
PROPOSED TOTAL CONTRACT BID PRICE (Basis of Award):				\$ 8,917.40
*Note* Job truck with mandatory tools to include all items listed on Table 1 in the specifications.				

**PART A - PROPOSED TOTAL CONTRACT BID PRICE**

Five thousand Six hundred Sixty one<sup>dollars</sup> and forty cents  
(Amount Written in Words)

**PART B - PROPOSED TOTAL CONTRACT BID PRICE**

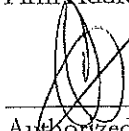
Eight thousand nine hundred seventeen dollars and forty cents  
(Amount Written in Words)

Amici Engineering Contractors, LLC

Firm Name

28947 SR 54 Wesley Chapel, Florida 33543

Firm Address



Authorized Signature

Christopher Lazzari

Printed Name

954-895-0741

Phone Number

chrisl@amiciec.com

E-Mail Address

**FOR A CORPORATION OR A LIMITED LIABILITY CORPORATION**

STATE OF Florida  
COUNTY OF Pasco

SWORN TO and subscribed before me by means of  physical presence or  online notarization, this

11th day of May, 2021, by Christopher Lazzari

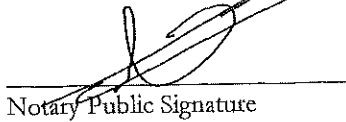
, who is Managing Member (Title) of

Amici Engineering Contractors, LLC

(Corporation Name) a corporation under the laws of the State of Florida

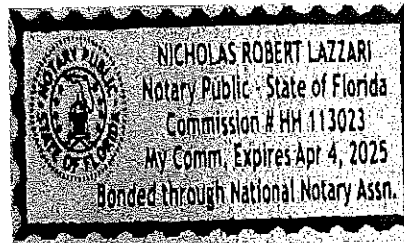
, on behalf of the said corporation. He/she is personally known to me OR has produced

as identification and  (did not) take an oath.

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

Nicholas Lazzari  
\_\_\_\_\_  
Print Name

My Commission Expires: 04/04/2025



NON-COLLUSION AFFIDAVIT

STATE OF Florida  
COUNTY OF Pasco

Christopher Lazzari ("Affiant"), being first duly sworn, deposes and says that:

1. Affiant is Managing Member of Amici Engineering Contractors, LLC, (the "Bidder") and has submitted the attached Bid;
2. Affiant has personal knowledge of the matters set forth herein and is competent to testify;
3. Affiant is fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances respecting the Bid;
4. The Bid is genuine and is not a collusive or sham Bid;
5. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid, or has in any manner, directly or indirectly, sought by contract or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or any unlawful agreement any advantage against Tampa Bay Water or any person interested in the

By: [Signature]  
Title: Managing Member



Subscribed and sworn before me by means of  physical presence or  online notarization, this 1<sup>st</sup> day of May, 2021, by Christopher Lazzari, as Managing Member of Amici Engineering Contractors, LLC, a Florida corporation, on behalf of the corporation. He/she is personally known to me OR has produced [Signature] as identification and  did (did not) take an oath.

[Signature]  
Notary Public  
My commission expires: 04/04/2025

Nicholas Lazzari  
  
60 (June 2018)

**TAMPA BAY WATER**  
**CONTRACTOR/CONSULTANT/VENDOR**  
**E-VERIFY AFFIDAVIT**

STATE OF Florida  
COUNTY OF Pasco

BEFORE ME, the undersigned authority, appeared Christopher Lazzari, who first being duly sworn hereby swears or affirms as follows:

1. I make this affidavit on personal knowledge.

2. I am over the age of 18 years and otherwise confident to make this Affidavit.

3. I am the Managing Member of  
Amici Engineering Contractors, LLC (the  
"Contractor/Consultant/Vendor").

4. I am authorized by Amici Engineering Contractors, LLC to make this Affidavit on behalf of Contractor/Consultant/Vendor.

5. Contractor/Consultant/Vendor acknowledges that Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States.

6. Contractor/Consultant/Vendor acknowledges that Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify.

7. Contractor/Consultant/Vendor is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.

8. Contractor/Consultant/Vendor understands it shall remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of any contract with Tampa Bay Water.

9. Contractor/Consultant/Vendor's subcontractors are in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.

10. Contractor/Consultant/Vendor shall ensure compliance with the requirements of Sections 448.09 and 449.095, Florida Statutes, by any and all of its subcontractors.

11. Neither the Contractor/Consultant/Vendor, nor any subcontractor of Contractor/Consultant/Vendor, has had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the date of this Affidavit.

12. If the Contractor/Consultant/Vendor, or any subcontractor of Contractor/Consultant/Vendor, has a contract terminated by a public employer for any such violation during the term of any contract with Tampa Bay Water, it shall provide immediate notice thereof to Tampa Bay Water.



Signature of Affiant  
on behalf of Contractor/Vendor

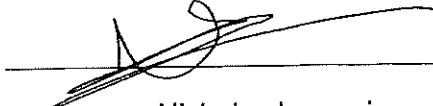
By: Christopher Lazzari

As its: Managing Member

Dated: 05/11/2021

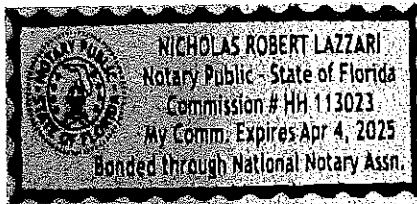
STATE OF Florida  
COUNTY OF Pasco

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 11th day of May, 2021, by Christopher Lazzari, on behalf of Amici Engineering Contractors, LLC, who is personally known to me or who has produced \_\_\_\_\_ as identification.



Print Name: Nicholas Lazzari  
Notary Public of the State of Florida

My Commission Expires: 04/04/2025



## FLORIDA BID BOND

### Know all men by these presents:

That the "Bidder", Amici Engineering Contractors, LLC, a corporation X, individual \_\_\_\_\_, partnership \_\_\_\_\_, of the state of Florida, qualified to do business in this State, as principal, and the "Surety", Philadelphia Indemnity Insurance Company, a corporation of the state of Pennsylvania, authorized to do business as a surety in this State, as surety, are hereby held and firmly bound unto Tampa Bay Water, A Regional Water Supply Authority ("Tampa Bay Water"), as obligee, in the sum Five Thousand and No/100, lawful money of the United States of America for the payment of which the Bidder and the Surety hereby bind ourselves, our respective heirs, successors, legal representatives and assigns, jointly, and severally, firmly by these presents.

WHEREAS, the Bidder has submitted to Tampa Bay Water, its Bid to which this Florida Bid Bond ("Bond") is attached to enter into the Contract with Tampa Bay Water for ON CALL GENERAL CIVIL & LARGE PIPELINE CONTRACTOR SERVICES, Project No.: \*\*, which Contract is incorporated herein by this reference: \*\*2021-044, 2021-045, 2021-046 & 2021-047

NOW, THEREFORE: The condition of this obligation is that, the Bidder And Surety are jointly and severally bound by all of the provisions of this Bond, and if the Bidder faithfully performs and fulfills all the understandings, covenants, terms, conditions and requirements of the Contract (including Addenda issued before the date of the opening of the Bid) within the time specified or any extension thereof, with or without notice to the Surety, or if the Bidder fails to comply with all requirements of the Contract (as modified) within the time specified or any extension thereof, with or without notice to the SURETY, but pays Tampa Bay Water the full amount of the sum set forth in this Bond as liquidated damages, then this obligation shall be null and void, otherwise to remain in full force and effect.

A. If Tampa Bay Water makes demand on the Surety to perform in accordance with the Surety's obligations under this Bond, then the full amount of this Bond shall be immediately due and payable to Tampa Bay Water, and the Surety shall pay that sum without delay. Additionally, the Surety shall reimburse Tampa Bay Water for all costs of collection (including but not limited to attorney's fees).

B. The Surety, for value received, stipulates and agrees that the obligations of the Surety and this Bond shall be in no way impaired or affected by any extension of the time within which Tampa Bay Water may accept the Bid, and the Surety does, by this agreement, waive notice of any such extension.

C. The term this "State" means the State of Florida. Other defined terms (i.e., capitalized terms) used in this Bond have the intent and meanings assigned to them in the Contract.

IMPORTANT: Sureties executing this Bond shall be currently authorized to do business in the State as surety and, except as otherwise provided by the Florida Statutes, be on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies. Bonds cannot be in excess of the amount indicated as approved by that list.

Philadelphia Indemnity Insurance Company  
(Name of Surety)

One Bala Plaza, Ste 100, Bala Cynwyd, PA 19004  
(Address)

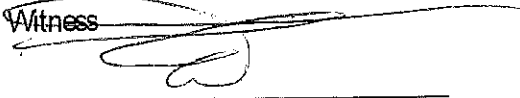
610-206-7836  
(Telephone Number)

Warren M. Alter  
(Name of Duly Authorized Florida Agent)

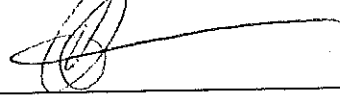
5979 NW 151st Street, Ste 202, Miami Lakes, FL 33014  
(Address)

305-517-3803  
(Telephone Number)

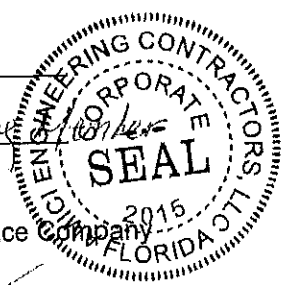
Signed and sealed this 11th day of May, 2021.

Witness  


Bidder/ Principal: Amici Engineering Contractors, LLC

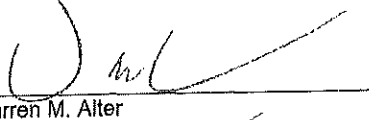
By: 


CHRISTOPHER LAZZARI, Managing Director  
Name and Title



Surety: Philadelphia Indemnity Insurance Company

Witness  


By Agent:   
Warren M. Alter

By Attorney-In-Fact   
Warren M. Alter  
(Attach Certified Copy of Power of Attorney)



PHILADELPHIA INDEMNITY INSURANCE COMPANY  
One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint David T. Satine, Warren M. Alter and Jonathan A. Bursevich of Alter Surety Group, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of Indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

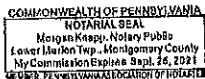
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 27<sup>th</sup> day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public: Morgan Knapp  
residing at: Bala Cynwyd, PA  
My commission expires: September 25, 2021

(Notary Seal)

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27<sup>th</sup> day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 11th day of May, 2021.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY



## Project Experience of Key Personnel

- \*J - Juan Barreneche's Project Experience (as Southern Underground Industries Owner, Globetec PM or DMSI PM)
- \*C - Chris Lazzari's Project Experience (as DMSI PM/Estimator)
- \*N - Nelson Liberti's Project Experience (as DMSI Superintendent)
- \*CC - Cody Cook Project Experience (as DMSI or Felix Assoc Superintendent)
- \*A - Amici Engineering Contractors, LLC Project

PROJECT NAME	OWNER	CONTACT INFORMATION	CONTRACT AMOUNT	DESCRIPTION OF WORK	COMPLETION DATE
WM Replacement Phases V & VI	City of Lake Worth Beach, 7 N Dbdw Highway Lake Worth Beach, FL 33480	Giles Rhoads, PE - (561) 889-3688 grhoads@lakeworthbeachfl.gov	\$3,678,888.00	Furnish and install 9,907 linear feet of 6" PVC WM, 2,536 LF of 4" DIP WM and rear to front service connections. Includes all restoration and MOT.	Approx. 0% Complete
Fair Oaks Wm Replacement	City of Tampa 306 E Jackson Street, 4N Tampa, FL 33602	James King, PE (813) 781-7023 James.King@tampagov.net	\$3,896,013.80	furnish and install approximately 87 linear feet of 4-inch, 14,423 linear feet of 8-inch, 1,145 linear feet of 8-inch ductile iron, and 530 linear feet of 6-inch HDPE water main with all required appurtenances and fittings, cutting and plugging existing pipes, roadway and roadside restoration, maintenance of traffic, tree protection, grouting of abandoned pipe, valve adjustment and removal, and incidental video photography; In addition to the rehabilitation of 13,120 LF of 8-inch diameter gravity sewers by Cured-In-Place Pipe including detuberculation, cleaning and inspection, sewage bypass pumping, re-establishing service connections, chemical grouting laterals, manhole rehabilitation by application of structural coating system, with all associated work required for a complete project in accordance with the Contract Documents.	Approx. 1% Complete
Sunset Park Distribution Line Replacement (East) (*A)	City of Tampa 306 E Jackson Street, 4N Tampa, FL 33602	James King, PE (813) 781-7023 James.King@tampagov.net	\$1,933,000.00	Installing approximately 4,576 linear feet of 6-inch and 5,806 linear feet of 8-inch ductile iron pipe water main with all required appurtenances and fittings, cutting and plugging, roadway restoration, sidewalks, driveways, traffic control, sodding, tree protection, and grouting of abandoned pipe.	Approx. 70% Complete
Boyette Road Reclaimed Water Main Extension (*A)	Fasco County Purchasing Department 8919 Government Drive New Port Richey, FL 34654	Ivan Martinez (813) 235-6189 imartinez@pascocountyfl.net	\$624,639.00	The construction of 104 linear feet of 8-inch PVC, 965 linear feet of 12-inch PVC and 3705 linear feet of HDPE reclaimed water main beginning at the Wesley Chapel District Park and continuing south along Boyette Road terminating at the intersection of Boyette Road and Merilee Place.	Approx. 99% Complete
SR 52 Force Main Extension (*A)	Metro Development Group 2502 N. Rocky Point Drive, Ste 1050, Tampa, FL 33607	Mr. Randy Appenzeller randy@metrodg.com office: 813-288-8078	\$2,480,751.16	Installation of approximately 8,140 linear feet of 16-inch HDPE Force Main via HDD and 6,540 linear feet of 16-inch PVC Force main via open cut along an FDOT corridor.	Approx. 95% Complete
River Landing - Offsite Utilities Project (*A)	Taylor Morrison of Florida 501 N Cattlemen Road, Suite 100 Sarasota, FL 34224	Bryan Jackson, P.E. (805)748-8675 Bryan.Jackson@valdipengineering.com Andrew Miller (727)647-0668 drew.miller63@gmail.com	\$9,269,917.00	Installation of approx. 50,000 LF of 12" to 24" (PVC/HDPE) Water Main, Force Main, and Reclaimed Water Main via Open Cut and Directional Drill	Approx. 90% Complete
Emergency Repair of 36" Force Main at 72nd Street Parking Lot (*A)	City of Miami Beach Public Works Department - 451 Dade Blvd., Miami Beach, FL 33139	Rudy De La Torre (305)987-0768 RodolfoDeLaTorre@miamibeachfl.gov	\$237,752.00	Removal and replacement of ruptured 36-inch DIP force main and installation of a 36" butterfly valve	3/20/2020
48" PCCP Water Main (Area N) Project (*N,C)	Miami Dade Water & Sewer 3071 SW 38th Ave Miami, FL 33146	Dan Smolik (407) 832-2291 dsmolik@gamey.com	\$9,800,000.00	Design Build - Subcontractor to Gamey Construction to install 16,000 LF of 48" PCCP Water Main (Labor/Equipment Only Contract)	1/1/2020

**EXHIBIT C  
INSURANCE FORMS**

**Tampa Bay Water  
General Insurance Requirements Matrix**

<b>Contract Type</b>	<b>Up to \$100,000</b>	<b>\$100,001 to \$1,000,000</b>	<b>\$1,000,001 &amp; Over</b>
Agreement for Professional Services	Tier 1	Tier 2	Tier 3
As-Needed Professional Services	Tier 1	Tier 2	Tier 3
Goods & Services Contract	Tier 1	Tier 2	Tier 3
Construction Contract	N/A	N/A	Tier 3

<b>Insurance Type</b>	<b>Tier 1</b>	<b>Tier 2</b>	<b>Tier 3</b>
General Liability	\$1,000,000	\$2,000,000	\$5,000,000
Automobile	\$300,000	\$500,000	\$1,000,000
Workers Compensation	Statutory	Statutory	Statutory
Umbrella/Excess	Up to GL	Up to GL	Up to GL
Professional Liability	\$1,000,000	\$1,000,000	\$1,000,000



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/8/2021

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

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

PRODUCER Frank H. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061	CONTACT NAME: Caroline Abel	FAX (A/C, No): (954) 942-6310	
	PHONE (A/C, No, Ext): (954) 943-5050	E-MAIL ADDRESS: caroline@furmaninsurance.com	
INSURED Amici Engineering Contractors LLC 10621 SW 139 Street Miami FL 33176	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: FCCI Insurance Co		10178
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 2021 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	Y	GL10006440900	1/1/2021	1/1/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	Y	CA10005453701	1/20/2021	1/20/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							FL Basic PIP	\$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ 10,000			UMB10006441000	1/1/2021	1/1/2022	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC010006441101	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: On call large pipeline contractor services. Tampa Bay Water, its engineers, architects, consultants, subsidiaries or affiliates and each of the Tampa Bay Water Directors, officers, employees, representatives, agents or volunteers are included as additional insured for general liability & auto liability on a primary and non contributory basis as required by written contract. Waiver of subrogation is provided in favor of Tampa Bay Water on all policies.

<b>CERTIFICATE HOLDER</b>  Tampa Bay Water 2575 Enterprise Rd Clearwater, FL 33763	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Dirk DeJong/CBA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION  
AGREEMENT WITH YOU – ONGOING OPERATIONS AND  
PRODUCTS-COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE (OPTIONAL)**

<b>Name of Additional Insured Persons or Organizations</b>
(As required by written contract or agreement per Paragraph A. below.)

<b>Locations of Covered Operations</b>
(As per the written contract or agreement, provided the location is within the "coverage territory".)

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and

3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;
  2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
  3. Will not be broader than that which is afforded to you under this policy; and
  4. Nothing herein shall extend the term of this policy.
- B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  2. Supervisory, inspection, architectural or engineering activities.
- C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
- D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. **Section IV – Commercial General Liability Conditions** is amended as follows:

The Duties In The Event of Occurrence, Offense, Claim or Suit condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and
3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph C. above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

- F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the Commercial General Liability Coverage Form.