

**Lee County Board Of County Commissioners  
Agenda Item Summary**

**Blue Sheet No. 20050284**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve waiving of the formal process for BW-05-07, for Lakes Park and Adjacent Waters Debris Removal, for the Natural Resources Division, to Marine Contracting Group for a total Not-to-Exceed amount of \$300,000.00.

**WHY ACTION IS NECESSARY:** Board approval required.

**WHAT ACTION ACCOMPLISHES:** Provides the Natural Resources Division with a contractor who will provide debris removal for the islands and waterbodies in and surrounding Lakes Park.

**2. DEPARTMENTAL CATEGORY:**

**COMMISSION DISTRICT #:**  
08 Natural Resources

*C8B*

**3. MEETING DATE:**

*03-15-2005*

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:**  
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE AC-4-4
- OTHER

**6. REQUESTOR OF INFORMATION:**

- A. COMMISSIONER \_\_\_\_\_
- B. DEPARTMENT \_\_\_\_\_
- C. DIVISION Natural Resources
- BY: Roland Ottolini, P.E, Director

**7. BACKGROUND:**

The City of Punta Gorda awarded Solicitation #Q04152, Canal Debris Cleanup, to Marine Contracting Group. The contract was reviewed and approved by the Natural Resources Conservation Service (NRCS) under an Emergency Watershed Protection agreement. Marine Contracting Group is currently providing canal cleanup for the City of Cape Coral through the use of a piggyback to the City of Punta Gorda. Marine Contracting Group requested a 7% increase to the City of Punta Gorda's price schedule, which the Cape Coral City Council and NRCS approved.

Division of Natural Resources has met with the Marine Contracting Group regarding debris removal for the islands and waterbodies in and surrounding Lakes Park. Marine Contracting Group has agreed to use the rates currently charged to the City of Cape Coral; 7% increase over the City of Punta Gorda rates.

We are unable to piggyback on the City of Punta Gorda contract due to the 7% increase in rates; it is therefore, being requested that approval be granted for BW-05-07, for Lakes Park and Adjacent Waters Debris Removal, for the Natural Resources Division, to Marine Contracting Group for a total Not-to-Exceed amount of \$300,000.00.

Funding is available through our Emergency Watershed Protection Agreement No. 65-4209-4-1630 with NRCS in account numbers: 11076700100.503490 and 14076700100.503490

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services <i>UAB 3/2/05</i>				G County Manager
					OA	OM	Risk	GC	
<i>[Signature]</i> 2-28-05	<i>[Signature]</i> 2-28-05	N/A	N/A	<i>[Signature]</i> 2/28/05	<i>[Signature]</i> 3/1/05	<i>[Signature]</i> 3/1/05	<i>[Signature]</i> 3/1/05	<i>[Signature]</i> 3/1/05	<i>[Signature]</i> 2-28-05

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
Date: *3/2/05*  
Time: *2:30 PM*  
Forwarded To: *[Signature]*  
*3/1/05*

RECEIVED BY COUNTY ADMIN: <i>[Signature]</i>
<i>3/1/05</i>
COUNTY ADMIN FORWARDED TO: <i>[Signature]</i>
<i>3/1/05</i>
<i>11:00 AM</i>

**MEMORANDUM  
FROM  
THE DEPARTMENT OF  
PUBLIC WORKS  
Division of Natural Resources**

**Date:** February 24, 2005

**TO:** Cindy Logan  
Contracts Management

**From:** Roland Ottolini, P.E.  
Director



**SUBJECT: Request for Bid Waiver  
Lakes Park and Adjacent Waters Debris Removal**

The City of Punta Gorda awarded Solicitation #Q04152, Canal Debris Cleanup, to Marine Contracting Group based on a schedule of unit prices. The contract was reviewed and approved by the Natural Resources Conservation Service (NRCS) under an Emergency Watershed Protection agreement. Marine Contracting Group is currently providing canal cleanup for the City of Cape Coral through use of a piggyback to the City of Punta Gorda bid. Soon after work began in Cape Coral canals, the contractor requested a 7% increase to the price schedule to cover expenses related to transporting equipment and personnel from Punta Gorda. The Cape Coral City Council and NRCS approved the increase.

Staff from the Division of Natural Resources has met with the contractor regarding debris removal for the islands and waterbodies in and surrounding Lakes Park. The City of Punta Gorda has approved the use of piggyback of their Canal Debris Cleanup contract. Marine Contracting Group has agreed to use the rates currently charged to the City of Cape Coral (City of Punta Gorda rates plus 7%). The increased rates quoted are favorable to those we received on our awarded marine debris removal bid:

	<u>American Environmental</u>	<u>Marine Contracting Group</u>
Barge with Power Unit	\$395.00 per hour	\$187.25 per hour
Aluminum Work Boat	\$75.00 per hour	\$53.50 per hour
Laborer	\$45.00 per hour	\$26.75 per hour

Our marine contractor has demobilized and returned to Miami Beach. Although we are unable to piggyback on the City of Punta Gorda contract due to the 7% price adjustment, we respectfully request a bid waiver to provide cost effective and efficient service to undertake marine related debris removal at Lakes Park.

We anticipate expenses will not exceed \$300,000.00. Funding is available through our Emergency Watershed Protection Agreement No. 65-4209-4-1630 with NRCS in account nos. 11076700100.503490 and 14076700100.503490.



MARINE CONTRACTING GROUP, INC.

PARK POINT PLAZA  
2511 VASCO STREET, UNIT 114  
PUNTA GORDA, FL 33950-7534  
(941) 505-0221 Telephone  
(941) 505-0320 Fax  
(888) 550-5557 Toll Free

February 15, 2005

Mr. Allen I. Davies, Jr. P.S.M.  
1500 Monroe Street  
Fort Myers, Florida 33901

Subject: Marine Contracting Group, Lakes Park Clean-up, Time & Material Contract.

Mr. Allen:

Attached please find our rate sheet for the NRCS cleanup in Lakes Park. These rates are 7% higher than the original Punta Gorda contract. This increase was requested and approved by Cape Coral which we are currently working with under the same Punta Gorda contract. Our agreement to move into Lakes Park would be under the same rates as for Cape Coral.

MCG would estimate that the total budget for this project would be \$75,000. This is not a not-to-exceed number but rather a figure to use for budgetary purposes. This is based on our current clean-up efforts in Punta Gorda and Cape Coral.

We would expect be able to mobilize into the lakes in the next 4 weeks. We understand the urgency and will be diligent in mobilizing quickly.

The current billing process is administered by our office and is set up with the NRCS and their client municipalities. MCG would anticipate continuing this process with Lee County.

Thank you for your time and consideration and MCG looks forward to working with you on this project.

Many Regards,

Brian L. Midolo  
Secretary MCG

**Marine Contracting Group Rate Sheet**

Bid Item	Type of Equipment	Cape Coral		Lee County	
		Billable Rate	Billable Rate	Billable Rate	Billable Rate
1	Dump Truck	\$ 53.50	\$ 53.50	\$ 53.50	\$ 53.50
2	Truck Crane w/operator	\$ 321.00	\$ 321.00	\$ 321.00	\$ 321.00
3	Barge w/power unit	\$ 187.25	\$ 187.25	\$ 187.25	\$ 187.25
4	Knuckle Boom Loader	\$ 101.65	\$ 101.65	\$ 101.65	\$ 101.65
5	Aluminum Work Boat	\$ 53.50	\$ 53.50	\$ 53.50	\$ 53.50
6	Pontoon Deck Vessel w/operator	\$ 53.50	\$ 53.50	\$ 53.50	\$ 53.50
7	Scuba Diver	\$ 107.00	\$ 107.00	\$ 107.00	\$ 107.00
8	Chain Saw	\$ 37.45	\$ 37.45	\$ 37.45	\$ 37.45
9	Laborers	\$ 26.75	\$ 26.75	\$ 26.75	\$ 26.75
10	Track Excavator	\$ 128.40	\$ 128.40	\$ 128.40	\$ 128.40
11	Dump Truck 18 cy	\$ 81.32	\$ 81.32	\$ 81.32	\$ 81.32
12	Restoration (Sq/Ft)	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30
13	Materials Plus 15%	\$ -	\$ -	\$ -	\$ -
14	Debris Disposal (CY)	\$ 41.09	\$ 41.09	\$ 41.09	\$ 41.09
15	Crew Supervisor w/Truck	\$ 73.83	\$ 73.83	\$ 73.83	\$ 73.83
16	Low Boy Transport Truck	\$ 123.05	\$ 123.05	\$ 123.05	\$ 123.05



## CITY OF PUNTA GORDA, FLORIDA

**PHONE:** (941) 575-3348  
**FAX:** (941) 575-3340

**PROCUREMENT DIVISION**  
326 West Marion Avenue  
Punta Gorda, Florida, 33950

February 8, 2005

Lee County BOCC  
Public Works – Natural Resources Division  
Attn: Allen Davies

**RE: AUTHORITY TO PIGGY-BACK**  
**RFP # R04152**

Dear Allen;

Please accept this letter as approval for the Lee County BOCC to piggyback off the City's current contract for Canal Debris Cleanup.

If you require additional information, please do not hesitate to contact me at the above telephone number.

Sincerely,  
CITY OF PUNTA GORDA

M. Marian Howe, CPPO, CPPB  
Procurement Manager



# City of Punta Gorda eProcurement FLORIDA

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<b>Details</b>	Solicitation #	Q04152/CHAR-CLNCANAL created by mday on 10/28/2003 9:31:00 AM
<b>Line Items</b>	Status:	Awarded
<b>Documents</b>	Short Description:	Equipment with Operator for Canal/Waterway debris clean up, transportation and disposal
<b>Invitation List</b>	Closes on:	8/26/2004 3:00:00 PM
<b>Addenda</b>		
<b>Bid Log</b>		
<b>Message Board</b>		
<b>Response</b>		

### Solicitation Responses

Vendor	Total Lump Sum Price	Source	Award Information
<u>Marine Contracting Group</u> Brian Midolo 104 Rio Villa Drive Punta Gorda, FL 33950	<u>\$480,100.00</u>	offline 8/27/2004 1:00:00 PM	Awarded
<u>HEPACO</u> Cathy Hale  FL	<u>\$912,220.00</u>	offline 8/27/2004 1:01:00 PM	
<u>SuwanneeCoochee Timbers Co</u> Joe McClung 3394 SW 76th Dr. Jasper, FL 32052	<u>\$137,000.00</u>	offline 8/27/2004 1:01:00 PM	
<u>Santee Modular Homes, Inc.</u> Wayne Shuler 211 Merri Oaks Court Santee, SC 29142	<u>\$757,000.00</u>	offline 8/27/2004 1:02:00 PM	
<u>Adventure Environmental</u> Gregory Tolpin 10 Pigeon Dr. Key Largo, FL 33037	<u>\$991,400.00</u>	offline 8/27/2004 1:02:00 PM	

### Response Documents

Filename	Comment
	SuwanneeCoochee's bid did not meet the requirements of the City.
Q04152X.XLS	Evaluation
Select file to upload: <span style="float: right;">Browse...</span> Comment: Upload >>	
Comment:	

Solicitation Maintenance - City of Punta Gorda eProcurement

Page 2 of 2

Save Comment >>

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FORMAL QUOTE #Q04152/CHAR-CLNCANAL

OPENED: AUGUST 26, 2004 @ 3:00 PM

ITEM NO	DESCRIPTION	QTY	UOM	MARINE CONT			HEPACO			SUWANACOCHEE TIMBERS CO			SANTEE MODULAR HOMES INC.			ADVENTURE ENVIR		
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	
	BID SCHEDULE																	
1	DUMP TRUCK W/OP	400	HRS	50	20000	85	34000	0	0	65	26000	25	10000					
2	TRUCK CRANE W/OP	32	HRS	300	9800	185	5820	0	0	150	4800	200	6400					
3	BARGE W/POWER UNIT & OP	1000	HRS	175	175000	300	300000	0	0	485	485000	550	550000					
4	KNICKLE BOOM LOADER W/OP	700	HRS	95.00	66500	165.00	115500	0	0	70.00	49000	40.00	28000					
5	ALUMINUM BOAT W/OP	1000	HRS	50.00	50000	125.00	125000	35.00	35000	45.00	45000	25.00	25000					
6	PONTOON BOAT W/OP	1000	HRS	50.00	50000	145.00	145000	0.00	0	50.00	50000	235.00	235000					
7	SCUBA DIVE W/EQUIP	600	HRS	100.00	60000	170.00	102000	170.00	102000	100.00	60000	75.00	45000					
8	CHAIN SAW W/OP	400	HRS	35.00	14000	65.00	26000	0.00	0	30.00	12000	55.00	22000					
9	LABORERS	1400	HRS	25	35000	42.00	58800	0.00	0	18.00	25200	50.00	70000					
	TOTAL UNIT PRICE #1 THRU #9				880.00		1282.00		205.00		1013.00		1255.00					
	TOTAL EXTENDED PRICE				\$ 480,100.00		\$ 912,220.00		\$ 137,000.00		\$ 757,000.00		\$ 981,400.00					
	PAYMENT TERMS				BLANK		NET 10		WILL NEGOTIATE		BLANK		5% 30 DAYS NET					
	EQUIPMENT LISTING				ATTACHED W/OUT LOCATIONS		NO LISTING		1-17' BOAT		LIST NO LOCATION - VIEW AFTER AWARD		ATTACHED					
	VARIANCES				NONE		COMPARABLE VESSEL FOR ITEM #3 IF MEETS NRCS REQUIREMENTS		NONE		NONE		NONE					





**CITY OF PUNTA GORDA, FLORIDA**  
**REQUEST FOR FORMAL QUOTATION**  
**#Q04152/CHAR-CLNCANAL**

**PHONE:** (941) 575-5535  
**FAX:** (941) 575-5516  
**CONTACT:** Marian Howe, Procurement Mgr  
**E-MAIL:** MHOWE@CI.PUNTA-GORDA.FL.US

**PROCUREMENT DIVISION**  
326 West Marion Avenue  
Punta Gorda, Florida, 33950

**DATE ISSUED:** AUGUST 24, 2004

**RESPOND BY:** 8/26/04 - 3:00 PM **BY E-MAIL, HAND DELIVERY OR FACSIMILE**  
**(BIDS RECEIVED AFTER THIS DATE AND TIME WILL NOT BE CONSIDERED)**

**NOTE:** THIS SOLICITATION INCLUDES A SEPARATE ATTACHMENT Q04152E1

**SPECIFICATION NO. EWP 3**

**RENTAL OF EQUIPMENT WITH OPERATOR(S)**

**1. SCOPE**

The Contractor shall furnish the specified equipment with operators, laborers, and superintendents to perform the work directed by the Contracting Officer's Technical Representative (NRCS Engineer).

The work is to restore the capacity of water course(s) in the designated areas as directed by the NRCS Engineer. The work shall consist of the removal and disposal of debris from the canals located within the City of Punta Gorda as shown on the attached map. Final disposal of debris shall be stock piling the material at staging sites as directed by the NRCS Engineer. Staging sites are shown on the attached map.

**2. EQUIPMENT**

Each item of equipment offered, including attachments and accessories, shall be of the type and capacity as specified in the Bid schedule or purchase order. Mounted or attached equipment shall be that customarily manufactured for the respective equipment on which it is mounted or attached.

The contract may be modified to include additional pieces of equipment.

Equipment shall be maintained in good operating condition by the Contractor throughout the contract period. The NRCS Engineer will be the sole judge of whether the equipment is or is not in "good operating condition."

**3. CONTRACTOR PERSONNEL**

Operators shall be qualified to operate the equipment they are assigned to operate. The NRCS Engineer may notify the Contractor in writing or orally to remove from the work site any employee or work crew, who lacks reasonable and appropriate competence, is careless, or whose continued performance or behavior at the work site is not in the public interest.

The operator of each barge (Bid Item Number 3) shall have a certified U.S. Coast Guard Boating Skills and Seamanship card.



#### 4. SUPERINTENDENCE

The Contractor shall provide at least one on site Superintendent for each delivery order. The Contractor shall designate one working foreman for each work site identified by the NRCS Engineer. Each working foreman shall have the ability to communicate orally in English and in the language or languages needed to direct the employees whom they supervise. Each Superintendent shall be equipped with a cellular phone capable of communicating with the telephone system used by the NRCS Engineer.

#### 5. DELIVERY AND PERFORMANCE OF WORK

During the period covered by a delivery order, the NRCS Engineer will give the Contractor written notice(s) to deliver to specified site(s) one or more items of equipment listed in the delivery order. Within two (2) calendar days after receiving such notice, the Contractor shall deliver and have ready to operate all items in accordance with the notice. Unless otherwise authorized or directed by the NRCS Engineer no equipment included in the notice to deliver will be permitted to operate or allowed to earn payment for time of operation until after (1) all items have been delivered to the site(s) identified in the notice, are ready to operate, and are in full compliance with the contract, and (2) the Contractor has notified the NRCS Engineer that he is ready to proceed with the work. The conditions in this paragraph apply to initial deliveries of equipment and to subsequent deliveries of equipment that have previously been released.

The NRCS Engineer may notify the Contractor orally or in writing that one or more items of equipment are released for a period of at least one calendar day beginning the day following the notice.

Work shall be performed only as ordered and directed by the Contracting Officer or the NRCS Engineer. Superintendence of the directed work is the Contractor's responsibility.

After the Contractor delivers equipment, it is contemplated that work will be continuous during the hours and on the days specified in the contract. The Contracting Officer may suspend the work in whole or in part for such time as deemed necessary because of weather, inefficient operation, equipment in unsatisfactory operating condition, non-compliance with contract specifications, inadequate superintendence, safety violations or any condition the Contracting Officer considers unsatisfactory for the performance of the work. The contractor shall not base any claim or request for additional time or money for any suspension ordered under this section.

All valuable items recovered shall be promptly given to the NRCS Inspector. The contractor shall co-sign the NRCS entry in the job diary regarding this item(s).

#### 6. MEASUREMENT AND PAYMENT

a. Time of operation includes: (1) those periods during which equipment is performing work that has been directed by the NRCS Engineer, (2) the reasonable amount of time needed to transport equipment between work sites when directed by the NRCS Engineer, and (3) all approved work periods during which equipment is both manned and fully operational except when payment is disallowed elsewhere in this contract. Interruptions of less than one hour will not be deducted from time of actual operation in the following situations: (1) when equipment is being repaired or serviced, (2) when equipment becomes stuck while carrying out directions of the NRCS Engineer and (3) when equipment is idle while awaiting the arrival of the vehicle needed to transport it to another work site in accordance with the NRCS Engineer's instructions. The total time of such interruptions will be deducted when the time exceeds one hour per day.

b. The time of actual operation for each item shall be computed daily by the Contractor and the NRCS Representative. These computations shall be recorded on the attached form "**DAILY EQUIPMENT OPERATION REPORT.**" The Contractor's Superintendent and the inspector will sign the report, indicating their mutual concurrence in all items. Disputes concerning these computations that

CITY OF PUNTA GORDA



- (d) One tractor trailer of sufficient capacity for transporting a barge section shall be subsidiary to Bid Item No. 2, Truck Crane. The tractor trailer is to be used for mobilization, demobilization and moves of barges required during the contract period.
  - (e) Silt screens and/or turbidity curtain for each of the barge operating units.
  - (f) Floating markers with anchors as needed.
- (2) No separate payment will be made for these items. Compensation therefore will be considered as included in the equipment rental rates established in the contract.

**END OF SPECIFICATION EWP 3**

CITY OF PUNTA GORDA



BID SCHEDULE

*Our cost proposal consists of a total delivered price to the City, inclusive of all labor, equipment, materials, freight, surcharges, delivery charge and any other miscellaneous incidental charges that may be required to complete the scope of services.*

*Schedule: Services shall begin within two (2) consecutive calendar days of issuance of the first delivery order. All work is expected to be completed within ninety (90) consecutive calendar days after issuance of first delivery order.*

*Bid Schedule:*

SCHEDULE OF SUPPLIES AND SERVICES

Emergency Watershed Protection  
City of Punta Gorda, Florida

MINIMUM AND MAXIMUM CONTRACT AMOUNTS.

During the period specified, delivery orders shall be placed totaling a minimum of \$100,000, but not in excess of \$500,000.

<u>ITEM</u>	<u>WORK</u>	<u>SPEC NO</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	Dump Truck w/operator 10 cu-yd capacity w/steel body. (Maximum 2 truck units required.)	EWP-3	400	Hr.	<u>\$ 50.<sup>00</sup></u>	<u>\$ 20,000.<sup>00</sup></u>
2	Truck Crane, 70-100 tons w/operator. (Maximum 1 unit required.)	EWP-3	32	Hr	<u>\$ 300.<sup>00</sup></u>	<u>\$ 9,600.<sup>00</sup></u>
3	Barge w/Power Unit and operator (Barges shall be 40' to 60' length and 16' to 22' wide propelled by either on board power units or auxiliary power units). Barge is to be equipped with either a permanent mounted knuckle boom loader or a mobile tracked excavator, JD490 or equivalent with operator. Boom reach length shall be that length necessary to render the barge deck usable but a minimum of 20 feet. The knuckle boom grapple shall be a minimum of 32" wide. The grapple rake for the excavator shall be a minimum of 36" width with 2 boom supports extending to the outer edges of the grapple rake. (Maximum 4 units required.)	EWP-3	1,000	Hr	<u>\$ 175.<sup>00</sup></u>	<u>\$ 175,000.<sup>00</sup></u>
4	Knuckle Boom Loader, w/operator. Truck mounted 30 ft. boom reach, 32" to 40" width grapple w/ minimum 2,500 lb. lift capacity. (Maximum 2 units required).	EWP-3	700	Hr.	<u>\$ 95.<sup>00</sup></u>	<u>\$ 66,500.<sup>00</sup></u>

5	Aluminum work boat or equal with operator (18 ft. min. length, 80 inch min. beam width, and outboard motor w/min. 50 H.P. Boat to be furnished w/trailer and all required safety equipment). (Maximum 4 units required.)	EWP-3	1,000	Hr.	<u>\$ 50.<sup>00</sup></u>	<u>\$ 50,000.<sup>00</sup></u>
6	Pontoon deck vessel with operator (15 ft. by 8 ft min. and outboard motor w/min. 40 H.P.). Vessel to be furnished with a fish finder with a color display and capabilities equal to the Garmin Fishfinder 250C. Vessel to be furnished with all required safety equipment. (Maximum 4 units required.)	EWP-3	1,000	Hr.	<u>\$ 50.<sup>00</sup></u>	<u>\$ 50,000.<sup>00</sup></u>
7	Scuba Diver open water certified with all dive equipment including any needed air lift bags, tire tubes, and air source. Divers shall have 20 hours verified dive log book hours under each certification. (Maximum 4 units required)	EWP-3	600	Hr.	<u>\$ 100.<sup>00</sup></u>	<u>\$ 60,000.<sup>00</sup></u>
8	Chain Saw w/operator (min. 20-inch bars w/min 60cc engine). Each operator to have spare saw and spare saw tools at each work site. (Maximum 4 units required)	EWP-3	400	Hr.	<u>\$ 35.<sup>00</sup></u>	<u>\$ 14,000.<sup>00</sup></u>
9	Laborers (Maximum 24 units required)	EWP-3	1,400	Hr.	<u>\$ 25.<sup>00</sup></u>	<u>\$ 35,000.<sup>00</sup></u>

\$ 480,100.<sup>00</sup>

**TOTAL BID**

**DELIVERY ORDERS WILL ONLY BE ISSUED BY THE CONTRACTING OFFICER.**

**Payment terms:** \_\_\_\_\_  
 Indicate all comments and variances to the following specifications. The City reserves the right to accept or reject any and all variances as is deemed in the best interest of the City.

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CITY OF PUNTA GORDA



**INDEMNIFICATION HOLD HARMLESS AGREEMENT**

The elected firm shall defend, indemnify and hold the City, the City's representative or agent, and the officers, directors, agents, employees, and assign of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever (including attorneys fees at trial at appellate level) arising directly or indirectly from or out of any negligent act or omission of the elected firm, its subconsultants and their officers, directors, agents or employees; any failure of the elected firm to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected firm's representations as set forth in the proposal or any other failure of the elected firm's to comply with the obligations on its part to be performed under this contract.

Concur X Variance \_\_\_\_\_

I, BRIAN MIDOLO, being an authorized representative of the firm of  
MARINE CONTRACTING <sup>8120117</sup> located at City PUNTA GORDA,  
State FLA, Zip Code 33950 Phone: 941-505-0221

Fax: 941-505-0320. Having read and understood the contents above, hereby submit accordingly  
as of this Date, Aug 26, and 2004.

BRIAN MIDOLO  
Please Print Name

Signature

This signed document shall remain in effect for a period of one (1) year from the date of signature of for the contract period, whichever is longer.



MODEL/YR	EQUIPMENT LISTING	CONDITION OF EQUIPMENT
1999	40'x15'x4' steel barge w/20 cy hopper & Schaeff HS-40 extended Excavator	Very good
1998	45'x24'x4' steel barge w/20 cy hopper & Kobelco 40' long reach Excavator	Very good
2003	50'x20'x5' steel barge w/30 cy hopper & Cat 312 extendable Excavator	Excellent
1985	18' outboard push boat "Millie"	Very good
2003	20' inboard push boat "Mighty Nite"	Excellent
1982	25' outboard push boat "Maverick"	Very good



CITY OF PUNTA GORDA



REFERENCES

Name three (3) governmental agencies, preferably, for which you have performed work similar in type, size, and nature as the one proposed and to which you refer:

AGENCY	CONTACT	PHONE # & FAX #
CITY OF PUNTA GORDA	RICHARD BENSOL	941-575-5071 941-575-5044
CHARLOTTE COUNTY	CHARLES MOOD	941-575-3603 941-637-9265
CITY OF SAUPEL	GATES CASTLE	239-472-6041

All quotes shall be submitted to: City of Punta Gorda, Procurement Division, 326 W. Marion Avenue, Punta Gorda, FL 33950 or send a facsimile to 941-575-3340	
QUOTE RESPONSES ARE DUE NO LATER THAN: AUGUST 26, 2004 AT 3:00 P.M.	QUOTE NUMBER: #Q04152/CHAR-CLNCANAL
I have read and accept responsibility for the contents of each page of this Formal Quote package, inclusive of the terms and conditions, by my signature given below.	
CORRECT AND LEGAL BUSINESS NAME OF QUOTER: MARINE CONTRACTING GROUP	
PRINT OR TYPE NAME OF QUOTER'S AUTHORIZED AGENT: BRIAN MIDOLO	SIGNATURE OF QUOTER'S AUTHORIZED AGENT: 
MAILING ADDRESS: PARK POINT PLAZA 2511 VASCO ST UNIT 114 PUNTA GORDA FLA 33950	E-MAIL ADDRESS:
TELEPHONE: (941) 505-0221	FAX: (941) 505-0320
SUBMITTED ON <u>Aug 26</u> , 20 <u>04</u>	

CITY OF PUNTA GORDA



## GENERAL CONDITIONS

### Submitting quote

**Quotes may be responded to via E-MAIL or RETURNED VIA FACSIMILE.** Quote responses may also be returned via US mail to the City Procurement Division, 326 W. Marion Avenue, Punta Gorda, Florida, 33950, with your return address in the upper left corner and the quote number, title in the lower left corner.

Responsibility for getting this quote to the City on or before the specified time and date is solely and strictly that of the Quoter. The City, at its sole discretion, may extend the quote deadline as may be deemed to be in the best interest of the City.

### QUOTE TABULATIONS

*Quote tabulations may be reviewed on-line upon closing of the opening at [http://www.pgorda.com/procurement/procurement\\_gov\\_bids.htm](http://www.pgorda.com/procurement/procurement_gov_bids.htm). A copy of the Quote tabulation results will be forwarded upon receipt of a stamped, self-addressed envelope.*

### reserved rights – split QUOTES

*The City reserves the right to split quotes, to waive formalities in any quote, and to reject any or all quotes in whole or in part, with or without cause and/or to accept the quote that in its judgment will be for the best interest of the City. The City specifically reserves the right to reject any conditional quote and will normally reject those, which make it impossible to determine the true amount of the quote.*

### Alternate quotes

*Unless specified, alternate quotes will not be accepted.*

### QUOTE Data

*Quoters shall furnish complete and detailed Quote Data as specified within the quote package. Quotes furnished without data, or incomplete submissions may be rejected at the discretion of the City of Punta Gorda. Exceptions to the requirements, if any, shall be noted in complete detail. Failure by the quoter to detail each exception to or a requirement results in the quoter being required to meet each specification or requirement exactly as stated.*

### Mistakes by quoter

In the event of any errors, which have been corrected in the preparation of your proposal, such errors must be initialed and dated by the official/representative signing the quote. Lack of such validation shall be just cause for non-acceptance of quotes where it is not clear when or how the correction was made.

Within the cost proposal section, unit prices must be shown. In the event of an error in the extension of a price, the unit price shall prevail.

### Special Taxes/FrEighT

*Your cost proposal shall include any freight, handling, delivery, surcharges or other incidental charges. The City of Punta Gorda is exempt from the payment of Federal and State taxes, including sales tax. Your cost proposal shall not include sales tax to be collected from the City. The City's sales tax exemption is not available to you for items you purchase, regardless of whether these items will be transferred to the City.*

### Delivery

*Vendors must indicate a delivery date in their quote response. Delivery time may become a basis for making an award. Failure to state delivery time may be used as a basis for rejection of quotes. In the event deliveries are not made as specified to a City delivery point, the Purchasing Agent or Buyer shall reserve the right to purchase any quote item from the next lowest quoter. Repetitive failure to meet deliveries shall be just cause to cancel the contract in its entirety.*

### Use of Trade/Brand Names

*When brand names, model, part numbers, and/or manufacturer's names are utilized in the context of the specifications, these are used only for description and are not a statement of preference. The item, product, or products, which differ from the brand name referenced, shall be considered if "the offered item or products meet the salient characteristics stated in the solicitation. Offers shall not be rejected because of differences which do not affect the suitability of the item or products for their intended use." Quoters are required to state exactly what they intend to furnish, and if varied from that specified, so indicate in spaces provided unless otherwise noted.*

*Appropriate brochures or catalogs are to be furnished and detailed information must be annotated where requested. Acceptance of any substitute item and/or commodity shall be the ultimate prerogative of the City. These specifications are not meant to describe any particular brand, rather to establish the minimum specifications and requirements of the City of Punta Gorda, Florida for which the item is purchased.*

### Substitutions

*In the event the elected vendor, due to manufacturer or supplier discontinuing specified parts, is unable to secure sufficient supplies to fulfill all orders, the vendor will be allowed to substitute an item of equal or better quality provided: 1) The product is sold at the contract price; 2) The City is contacted in writing in advance of the substitution; or 3) The City retains the right to determine "equal or better quality". If the contractor is unable to fulfill all obligations in accordance with these terms and conditions, the City may*

CITY OF PUNTA GORDA



acquire the product in the open marketplace with any cost increase being the responsibility of the contractor

#### Buy American

Items or materials built and/or constructed within North America (United States, Canada, and Mexico), which have 75% or more content considered to be domestic. (standard used by U.S. Government). An exception to the above would be when the application of such a theory would be inconvenient with the Public or City's interest with consideration of Life Cycle Costing principals or an unreasonable increase in cost.

#### Quality Terms

To the extent a reasonable opportunity is available, in terms of equipment, these items will be checked out for functional operation within one (1) day after receipt if time allows. The seller agrees to repair the product or to replace any malfunctioning parts, components, or assemblies at no charge to the buyer during this period. The right to reject nonconforming goods is retained for both latent and patent defects.

#### Material Safety Data Sheet, MSDS

In compliance with Chapter 442, Florida State Statutes, manufacturers and distributors shall supply the City with a MATERIAL SAFETY DATA SHEET (MSDS) for any and all commodities contained in this formal quote that include a toxic substance as listed on the Florida Substance List. Elected vendor shall forward all MSDS's within 30 days of receipt of a valid purchase order to: City of Punta Gorda, Procurement Division, 326 W. Marion Avenue, Punta Gorda, Florida 33950.

#### Applicable Laws

Quoters are advised that all City contracts and/or documentation pertinent to this formal quote are subject in full or in part to all legal requirements provided for in applicable City Ordinances, State Statutes, and Federal Regulations. Uniform Commercial Code, Chapters 671-679 et seq. Florida State Statutes shall prevail as the basis for contractual obligations between in the elected vendor and the City for any terms and conditions not specifically stated within the context of this contract.

#### Public Record Law

Correspondence, materials, and documents receive pursuant to Formal Quotes become public records subject to the provisions of Chapter 119, Florida Statutes, subject to the right and prohibition to inspect thereunder.

#### Conflict of Interest

No employee of an agency acting in his official capacity as a purchasing agent, or public officer acting in his official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his own agency from any business entity of which he or his spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or his spouse or child or any combination of them, has a material interest. (Defined as direct or indirect ownership of more than 5 percent of the total assets on capital stock of any business entity). Reference Paragraph 112-313(3) and 112-312(12) Florida State Statutes.

#### Contract Agreements

The City and the elected vendor agree that this quote sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the previous terms and conditions contained in this contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed in full concurrence by the parties thereto.

#### NO ASSIGNMENT OF CONTRACT

The vendor may not make any assignment of the contractual agreement between the parties, in whole or in part, without prior written authorization as may be given by the City, at its sole discretion.

No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent.

#### Default

With reference to default, wherein the elected firm fails to perform to the contract's terms and conditions, written notification from the City stating the nature of non-conformance, which shall be remedied within a ten (10) calendar day period. If not corrected within the above time frame, the second notice shall be initiated stating that the City has taken additional procurement action in order to satisfy the balance of the contract. At this time, the firm shall be removed from the Vendor's List and shall not be eligible for award until the City has been reimbursed for all procurement costs to satisfy the base contract.

#### Cancellation Clause

The City or the elected vendor has the right to terminate this contract and any subsequent contracts in full justifiable reasons, by submission of a letter of such intent, thirty (30) days in advance during the contract period.

#### Examination of Quote Documents

Before submitting a Quote, each Quoter must (a) examine the Quote documents thoroughly; (b) consider federal, state and local tax laws, ordinances, rules, and regulations that may in any manner affect cost, progress, performance, or provision, of the commodities and/or services; (c) study and carefully correlate Quoter's observations with the Quote Documents; and d) notify CITY'S Procurement Division of all conflicts, errors, and discrepancies in the Quote documents.

The submission of a Quote will constitute an incontrovertible representation by Quoter that Quoter has complied with every

CITY OF PUNTA GORDA



requirement of this Section 4. that without exception the Quote is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Quote Documents, and that the Quote Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

#### COMPLIANCE

The submission of a Quote will constitute an incontrovertible representation by the Quoter that he/she has complied with every requirement of this quote package

#### CHANGE ORDER TO CONTRACT

The following is a description of the Change Order Authority Levels for the City.

**CITY REPRESENTATIVE OR CITY PROJECT MANAGER.** If the City has named a City Representative or Project Manager in this bid this authority will be applicable. The City Representative or Project Manager has the authority to approve change order request in an amount up to \$750.00 and may approve requests for contract time extensions not to exceed five (5) days. Minor non-monetary changes, which do not result in a change in the contract amount, may also be approved by the City Representative or Project Manager.

**PROCUREMENT MANAGER.** The Procurement Manager may approve change orders in a singular or cumulative amount that does not exceed 10% of the total contract price with a maximum cap of Fifty Thousand Dollars (\$50,000), with the exception of contracts requiring City Council's sole approval for an award. The Procurement manager may authorize contract time extension in excess of five (5) days and non-monetary changes, which are not considered minor, which do not result in a change in the contract amount.

**CITY MANAGER.** The City Manager may approve all change orders with the exception of contracts that require solely the City Council's approval.

**CITY COUNCIL.** The City Council shall approve change orders for Exempt contracts that are reserved for City Council approval (i.e. Franchises, Inter-local Agreements, Land, Legal, Auditing, Actuarial Services and Medical Director).

#### Equal Employment Opportunity Clause

Your firm shall be in compliance with Executive Order 11426 Equal Opportunity as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations as applicable.

#### Contract Work Hours/Safety Standards Act

Your firm shall be in compliance with provisions of Section 103 and Section 107 of Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) and as supplemented by the Department of Labor Regulations (Part V, 28CFR).

#### Contract and prices

**PRICES:** Your cost proposal shall be inclusive of any freight, handling, inside delivery, surcharges, or any other incidental charges that may be required to furnish and deliver the items stated in the quote schedule.

#### Warranty

Product or material shall be warranted against any defects in materials and workmanship. This period of manufacturer's warranty shall begin to run at the time the item or materials are received, inspected, and accepted by a representative of the City. A one (1) year warranty shall apply unless otherwise required for a longer period when and as specified in the quote specifications.

#### Merchantability Warranty

The goods or items furnished shall be of a merchantability quality. They also shall be suitable for the particular purpose as referenced in the bid and in all supporting literature relating to the goods or items being offered.

#### specification warranty

By the submission of a response and acceptance of an award, the awarded CONTRACTOR warrants that all services will be in full accordance with the specifications and requirements of this bid package and awarded contract.



## INSURANCE REQUIREMENTS

The successful bidder, upon being awarded the contract and before commencing any work, shall provide insurance and furnish the City with a Certificate of Insurance as follows:

1. The City of Punta Gorda is to be specifically included as an **ADDITIONAL INSURED** (with regards to General Liability).
2. The City of Punta Gorda shall be named as Certificate Holder. ***Please Note that the Certificate Holder should read as follows:***

The City of Punta Gorda  
326 W. Marion Avenue  
Punta Gorda, FL 33950

No City Division, Department, or individual name should appear on the certificate. **NO OTHER FORMAT WILL BE ACCEPTABLE.**

3. The "Acord" form of insurance should be used. Please note that under the cancellation clause, the following must be deleted: **"endeavor to"** and **"but failure to mail such notice shall impose no obligation or liability of any kind upon the company"**.

4. Required Coverage:

- a) **Comprehensive General Liability**

Not less than \$500,000 Per Occurrence; Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property Damage and XCU Coverage, and a Contractual Liability Endorsement.

- b) **Business Auto Policy**

Not less than \$500,000 Per Occurrence; Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles, and Employees Non-Ownership.

- c) **Workers Compensation**

Workers Compensation – Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage must include Employers' Liability with a minimum limit of \$100,000 for each accident. **\*\*\*Must have full endorsement of the U.S. Longshoreman & Harbor Act.**

5. In the event, the insurance coverage expires prior to completion of the contract, a renewal certificate shall be issued **thirty (30) days prior** to said expiration date. The policy shall provide a THIRTY (30) DAY NOTIFICATION clause in the event of cancellation or modification to the policy. Unless otherwise specified, it shall be the responsibility of the elected contractor to insure that all subcontractors comply with the same insurance requirements spelled out above.

**CITY OF PUNTA GORDA  
CONTRACT CHANGE ORDER # 1**

BID/SOW NO.: 004152 DATE: Aug 31, 2004  
 PROJECT LOCATION: Punta Gorda CITY REP: \_\_\_\_\_  
 CONTRACTOR: MARINE CONTRACTING GROUP ENGINEER: \_\_\_\_\_

ITEM NO.	ITEM & DESCRIPTION OF CHANGES	QTY CHANGE (+/-)	UNIT PRICE	EXTENDED CONTRACT PRICE	
				Decrease	Increase
	<i>See Attached -</i>				

**Summary of Contract Value and Contract Time are changed as follows:**

Contract Price prior to this change order: \$ \_\_\_\_\_  
 Net Increase/Decrease resulting from this change order: \$ \_\_\_\_\_  
 Current Contract Price including this change order: \$ \_\_\_\_\_  
 Contract Time prior to this change order: \_\_\_\_\_  
 Net Increase in Time resulting from this change order: \_\_\_\_\_  
 Current Contract Time including this change order: \_\_\_\_\_

**REASON FOR CHANGE ORDER REQUEST:**

Recommended By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Engineer/Consultant)  
 Recommended By: \_\_\_\_\_ Date: \_\_\_\_\_  
(City Representative)  
 Accepted By: *Frank Middle* Date: Aug 31, 2004  
(Contractor)  
 Accepted By: *[Signature]* Date: 9/8/04  
(Change Order Authority Signature)

*Authority Levels:*  
 -City Representative or City Project Manager: Approval up to \$750.00, up to five (5) days extension, and minor non-monetary changes.  
 -Procurement Manager: Singular or cumulative approval not to exceed 10% of total contract price with total maximum of \$50,000.00 (exception: contracts requiring City Council's sole approval), extension in excess of five days, and non-monetary changes not considered minor.  
 -City Manager: The City Manager may approve all change orders with the exception of contracts that require the City Council's approval.



**CITY OF PUNTA GORDA**  
**CONTRACT CHANGE ORDER # 2**

BID/SOW NO.: R04152/CHAR-CLNCANAL      DATE: 10/5/04  
 PROJECT LOCATION: PG CANAL SYSTEMS      CITY REP: RICHARD BENSON  
 CONTRACTOR: MARINE CONTRACTING      ENGINEER: \_\_\_\_\_

ITEM No.	ITEM & DESCRIPTION OF CHANGES	QTY CHANGE (+/-)	UNIT PRICE	EXTENDED CONTRACT PRICE	
				Decrease	Increase
1	MATERIALS FOR CLEANUP		\$1,063.75	\$0.00	\$0.00

**Summary of Contract Value and Contract Time are changed as follows:**

Contract Price prior to this change order:	\$	<u>\$500,000.00</u>	<b>AWARDED</b> Maximum \$ ALLOWED
Net Increase/Decrease resulting from this change order:	\$	<u>\$0.00</u>	
Current Contract Price including this change order:	\$	_____	
Contract Time prior to this change order:		_____	
Net Increase in Time resulting from this change order:		<u>N/A</u>	
Current Contract Time including this change order:		_____	

**REASON FOR CHANGE ORDER REQUEST:** NRCS APPROVED SPECIFIC PURCHASE OF MATERIALS FOR CLEANUP-NO CHANGE TO MAXIMUM DOLLAR AWARDED UNDER CONTRACT *15% over cost*

Recommended By: *[Signature]* (Engineer/Consultant)      Date: 10-4-04  
 Recommended By: *[Signature]* (City Representative)      Date: 10/4/04  
 Accepted By: *[Signature]* (Contractor)      Date: 10-4-04  
 Accepted By: *[Signature]* (Change Order Authority Signature)      Date: 10/7/04

**Authority Levels:**

- City Representative or City Project Manager: Approval up to \$750.00, up to five (5) days extension, and minor non-monetary changes.
- Procurement Manager: Singular or cumulative approval not to exceed 10% of total contract price with total maximum of \$50,000.00 (exception: contracts requiring City Council's sole approval), extension in excess of five days, and non-monetary changes not considered minor.
- City Manager: The City Manager may approve all change orders with the exception of contracts that require the City Council's approval.



FROM : MARINE CONTRACTING GROUP, INC. FAX NO. : 941-585-0320

Oct. 13 2004 01:04PM F2/3

**CITY OF PUNTA GORDA  
CONTRACT CHANGE ORDER # 3**

BID/SOW No.: Q04152 DATE: 10/13/04  
 PROJECT LOCATION: PUNTA GORDA CITY REP: \_\_\_\_\_  
 CONTRACTOR: MARINE CONTRACTING GROUP ENGINEER: \_\_\_\_\_

ITEM NO.	ITEM & DESCRIPTION OF CHANGES	QTY CHANGE (+/-)	UNIT PRICE	EXTENDED CONTRACT PRICE	
				Decrease	Increase
<u>11</u>	<u>SEE ATTACHMENT A</u>				

**Summary of Contract Value and Contract Time are changed as follows:**

Contract Price prior to this change order: \$ \_\_\_\_\_  
 Net Increase/Decrease resulting from this change order: \$ \_\_\_\_\_  
 Current Contract Price including this change order: \$ \_\_\_\_\_  
 Contract Time prior to this change order: \_\_\_\_\_  
 Net Increase in Time resulting from this change order: \_\_\_\_\_  
 Current Contract Time including this change order: \_\_\_\_\_

**REASON FOR CHANGE ORDER REQUEST:**

Recommended By: [Signature] Date: 10/19/04  
(Kingston Consultant)  
 Recommended By: [Signature] Date: 10/18/04  
(City Representative)  
 Accepted By: [Signature] Date: 10/13/04  
(Contractor)  
 Accepted By: [Signature] Date: 10/18/04  
(Change Order Authority Signature)

**AUTHORITY Levels:**  
 -City Representative or City Project Manager: Approval up to \$750,000, up to five (5) days extension, and minor non-monetary changes.  
 -Procurement Manager: Singular or cumulative approval not to exceed 10% of total contract price with total maximum of \$50,000,000 (exception: contracts requiring City Council's sole approval), extension in excess of five days, and non-monetary changes not considered minor.  
 -City Manager: The City Manager may approve all change orders with the exception of contracts that require the City Council's approval.

MARINE CONTRACTING GROUP, INC. FAX NO. :941-505-0320

Oct. 14 2004 03:27PM P2

## ATTACHMENT A

PGI/NRCS CANAL CLEANUP PROJECT  
CHANGE ORDER NO. 2

Unit rate costs to load, haul, and dispose of canal cleanup debris at the Charlotte County Landfill.

ITEM NO.	ITEM DISCRPTION	STANDARD RATE	OVERTIME RATE
11	Track Excavator with Thumb & Operator	\$120/hr	\$135/hr
11	18 Cubic Yard Dump Truck with Operation	\$76/hr	\$91/hr
11	Debris Disposal @ Charlotte County Landfill	\$38.40/ton	N/A
11	Labourer with Chain Saw	\$35/hr	\$50/hr