

Bid

RESOLUTION NO. 2017- 289

A RESOLUTION ACCEPTING THE PROPOSAL OF TAMPA BAY CONSTRUCTION & ENGINEERING, INC. PERTAINING TO CONTRACT 17-C-00018; LOIS PUMPING STATION DRIVEWAY, IN THE AMOUNT OF \$79,753; AUTHORIZING THE EXECUTION OF THE CONTRACT BY THE MAYOR OF THE CITY OF TAMPA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 14, 2017, the Mayor received bids, tabulation of such bids being hereto attached for informational purposes, for the construction of Lois Pumping Station Driveway, and recommends to this Council that the proposal of Tampa Bay Construction & Engineering, Inc. be accepted, funds therefore being available in the appropriate account;

NOW, THEREFORE,

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

Section 1. The proposal of Tampa Bay Construction & Engineering, Inc. in the total amount of \$79,753 for construction of the Lois Pumping Station Driveway, in accordance with plans, specifications and other related contract documents prepared by the Contract Administration Department, is hereby approved and accepted; and the Contract is hereby awarded to the said Contractor.

Section 2. This Resolution, which is not part of the contract documents, authorizes the Mayor to execute and the City Clerk to attest and affix the official seal of the City of Tampa to the Contract for and on behalf of the City of Tampa.

Section 3. Plans, specifications and contract documents for the construction of said Project, which documents are now on file in the office of the Contract Administration Department of the City of Tampa, are hereby approved in their entirety or in substantially similar form.

Section 4. The Director of the Contract Administration Department is hereby authorized to issue, in written form only, work directive changes authorizing additions, deletions or revisions resulting from unforeseen conditions or emergencies, said directives to be incorporated in subsequently issued change orders approved by the City Council.

Section 5. Any and all technical errors, informalities and irregularities in the proposal of the Contractor are hereby waived.

Section 6. The bid security of the bidders shall be returned in accordance with the provisions of the contract documents for this project.

Section 7. This contract award will provide \$79,753 for the Pumping Station Repairs - Lois Pumping Station Driveway project for use by the Wastewater Department within the Wastewater Capital Construction Fund.

Section 8. Other proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA ON APR 06 2017.

Lynece Gelie Cepri
CHAIRMAN/CHAIRMAN PRO-TEM, CITY COUNCIL

APPROVED AS TO LEGAL SUFFICIENCY BY:
Rachel S. Peterkin, Assistant City Attorney

ATTEST:

Shirley Jaxx-Knowles
CITY CLERK/DEPUTY CITY CLERK

*1% for Art: No

42017-7

Tampa Bay Times
Published Daily

STATE OF FLORIDA } ss
COUNTY OF Hillsborough County

Before the undersigned authority personally appeared **Johnnie Murry** who on oath says that he/she is **Legal Clerk** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: Sealed bids will be** was published in **Tampa Bay Times: 2/3/17**. in said newspaper in the issues of **Baylink Hillsborough**

Affiant further says the said **Tampa Bay Times** is a newspaper published in Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hillsborough County, Florida, each day and has been entered as a second class mail matter at the post office in said Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper

Johnnie Murry

Signature of Affiant

Sworn to and subscribed before me this 02/03/2017.

Signature of Notary Public

Personally known _____ or produced identification

Type of identification produced _____



CAROL ANN CHEWNING
COMMISSION # FF992051
EXPIRES May 12, 2020
FloridaNotaryService.com

Sealed bids will be received by the City of Tampa no later than 1:30 p.m. on the indicated Bid Date(s) for the following Project(s):
CONTRACT NO.: 16-C-00032; David L. Tippin WTF Filter Bldg. Structural Rehab. - Rebid **BID DATE:** 3/7/17 **ESTIMATE:** \$260,000 **PRE-BID CONF.:** 2/21/17, 2:00p

CONTRACT NO.: 17-C-00008; Stormwater Construction - Citywide FY17 - Rebid **BID DATE:** 3/7/17 **ESTIMATE:** \$3,200,000; **PRE-BID CONF.:** 2/21/17, 2:30p

CONTRACT NO.: 17-C-00016; Water Meter Replacements **BID DATE:** 3/7/17 **ESTIMATE:** \$460,000 **PRE-BID CONFERENCE:** 2/21/17, 3:30p.

CONTRACT NO.: 17-C-00018; Lois Pumping Station Driveway **BID DATE:** 3/7/17 **ESTIMATE:** \$80,000 **SCOPE:** Construction of an asphalt access driveway and retention pond. **PRE-BID CONF.:** 2/21/17, 3:00p.
Download Documents from, www.demandstar.com, or <http://www.tampagov.net/contract-administration/programs/construction-project-bidding>. **Email Questions to:** contractadministration@tampagov.net (422855) 2/3/2017

**City of Tampa
BID TABULATION**

Contract 17-C-00018; Lois Pumping Station Driveway Sheltered Market

Bid Opening - March 14, 2017

Posted March 15, 2017

CONTRACTOR	TOTAL BID AMOUNT
Tampa Bay Construction & Engineering, Inc.	\$79,753.00
JVA Construction, Inc.	\$79,858.00
McKenzie Contracting, LLC	\$103,000.00
Carl Hankins, Inc.	\$105,000.00
BUN Construction Company, Inc.	\$108,500.00
Trias Construction, LLC	\$114,800.00
Advanatage Environmental Services, Inc.	\$143,385.32

* Arithmetic correction by Contract Administration

Notice of Intent to Award: Unless subsequently indicated otherwise, in a revised posting, the City of Tampa intends to award the referenced project to the lowest bidder listed in this tabulation. A bidder aggrieved by this decision may file a protest not later than 4:30 P.M., five (5) business days from the first posting hereof, pursuant to City of Tampa Code Chapter 2, Article V, Division 3, Section 2-282, Procurement Protest Procedures. Protests not conforming therewith shall not be reviewed.

Bids Received By: *Jim Greiner*

Jim Greiner, P.E.
City of Tampa - Contract Administration Department
306 E. Jackson Street - 4N
Tampa, FL 33602

PROPOSAL

To the Mayor and City Council of the City of Tampa, Florida:

Legal Name of Bidder: Tampa Bay Construction & Engineering, Inc.

Bidder's Fictitious Name, if applicable: _____

Bidder is a/an: Individual Partnership* Joint Venture* LLC Corp. Other:

Bidder is organized under the laws of: State of Florida Other:

Bidder Mailing Address: 10503 Palm Cove Ave Tampa, FL 33647

Bidder's Federal Employee Identification No. (FEI/EIN): 59-3713572

Bidder's License No.: CGC 060554 Bidder's FDOS (SUNBIZ) Doc. No.: _____
(See Ch. 489, FS; use entity's, individual's only if applicable)

Bidder Contact Name**: Ahmad M. Erchid Email: aerchid@tbccei.com Phone: (813) 984-9898

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

The below named person, appearing before the undersigned authority and after being first duly sworn, for him/herself and on behalf of the entity submitting this Proposal does hereby affirm and declare as follows:

- (1) He/She is of lawful age and is authorized to act on behalf of Bidder (the individual, partnership, corporation, entity, etc. submitting this Proposal) and that all statements made in this document are true and correct to the best of my knowledge.
- (2) If Bidder is operating under a fictitious name, Bidder has currently complied with any and all laws and procedures governing the operation of businesses under fictitious names in the State of Florida
- (3) No person or entity other than Bidder has any interest in this Proposal or in the Contract proposed to be entered into.
- (4) This Proposal is made without any understanding, agreement, or connection with any person or entity making Proposal for the same purposes, and is in all respects fair and without collusion or fraud.
- (5) Bidder is not in arrears to the City of Tampa, upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the City of Tampa.
- (6) That no officer or employee or person whose salary is payable in whole or in part from the City Treasury is, shall be or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this Proposal, or in the performance of the Contract, or in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof.
- (7) Bidder has carefully examined and fully understands the Solicitation and has full knowledge of the scope, nature, and quality of the work to be performed; furthermore, Bidder has carefully examined the site of the work and that, from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality, and quantity of materials and the kinds and extent of equipment and other facilities needed for the performance of the work, the general and local conditions and all difficulties to be encountered, and all other items which may, in any way, affect the work or its performance.
- (8) Bidder (including its principals) has | has NOT been debarred or suspended from contracting with a public entity.
- (9) Bidder has | has NOT implemented a drug-free workplace program that meets the requirements of Section 287.087, Florida Statutes.
- (10) Bidder has carefully examined and fully understands all the component parts of the Contract Documents and agrees Bidder will execute the Contract, provide the required Public Construction Bond, and will fully perform the work in strict accordance with the terms of the Contract and Contract Documents therein referred to for the following prices, to wit:

* If a Partnership or Joint Venture, attach Partnership or Joint Venture Agreement.

** Someone the City may contact with questions/correspondence regarding this Solicitation and/or permits.

Contract 17-C-00018; Lois Pumping Station Driveway

Contract Item No.	Estimated Quantity	Description and Price in Words	Computed Total Price for Item in Figures
BASE BID	LS	The work includes the furnishing of all labor, equipment, and material to add an asphalt access driveway and retention pond as specified in construction plans, any contingency allowances as stated in SP-60, and with all associated work required for a complete project in accordance with the Contract Documents.	<p data-bbox="427 499 1495 621">Seventy Nine Thousand Seven Hundred Fifty Three dollars</p> <p data-bbox="716 642 1008 680">and Zero cents</p> <p data-bbox="716 701 927 737">(BASE BID) LS</p> <p data-bbox="1166 680 1430 737">\$ <u>79,753⁰⁰</u></p>

Contract 17-C-00018; Lois Pumping Station Driveway

Computed Total Price in Words: Seventy Nine Thousand, Seven Hundred Fifty Three dollars and Zero cents.

Computed Total Price in Figures: \$ 79,753.00

Bidder acknowledges that the following addenda have been received and that the changes covered by the addendum(s) have been taken into account in this proposal: #1 X #2 X #3 X #4 #5 #6 #7 #8 .

Bidder acknowledges the requirements of the City of Tampa's Equal Business Opportunity Program.

Bidder acknowledges that it is aware of Florida's Trench Safety Act (Sections 553.60-553.64, Florida Statutes), and agrees that Bidder together with any involved subcontractors will comply with all applicable trench safety standards. Bidder further acknowledges that included in the various items of this Proposal and the total bid price (as applicable) are costs for complying with the Trench Safety Act. Bidder further identifies the costs and methods summarized below:

	Trench Safety Measure (Description)	Unit of Measure (LF, SY)	Unit Quantity	Unit Cost	Extended Cost
A.	<u>side sloping</u>	<u>LF</u>	<u>100.00</u>	<u>1.00</u>	<u>100.00</u>
B.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
C.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total Cost: \$				<u>100.00</u>	<u> </u>

Accompanying this Proposal is a certified check, cashier's check or Tampa Bid Bond (form included herein must be used) for at least five percent (5%) of the total amount of the Proposal which check shall become the property of the City, or which bond shall become forthwith due and payable to the City, if this Proposal shall be accepted by the City and the Bidder shall fail to enter into a legally binding contract with and to furnish the required Public Construction Bond to the City within twenty (20) days after the date of its receipt of written Notice of Award by the City so to do.

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE PROPOSAL BEING DECLARED NON-RESPONSIVE.

[SEAL]

Name of Bidder: Tampa Bay Const. & Eng.
Authorized Signature: [Signature]
Signer's Printed Name: Ahmad M. Erchid
Signer's Title: President

STATE OF Florida
COUNTY OF Hillsborough

For an entity: The forgoing instrument was sworn (or affirmed) before me this 13th day of March, 2017 by Ahmad M. Erchid as President of Tampa Bay Const. & Eng., a/n Partnership Joint Venture LLC Corp Other: , on behalf of such entity. Such individual is personally known to me or produced a/n state driver's license as identification.

For an individual: The forgoing instrument was sworn (or affirmed) before me this 13th day of March, 2017 by , who is personally known to me or produced a/n state driver's license as identification.

[NOTARY SEAL]



Notary Public, State of Florida
Notary Printed Name: Jihan Khalil
Commission No.:
My Commission Expires:

TAMPA BID BOND
Contract 17-C-00018; Lois Pumping Station Driveway

KNOW ALL MEN BY THESE PRESENTS, that we, Tampa Bay Construction & Engineering, Inc.

(hereinafter called the Principal) and Allied Property & Casualty Insurance Company

(hereinafter called the Surety) a Corporation chartered and existing under the laws of the State of Iowa, with its principal offices in the City of Des Moines, and authorized to do business in the State of Florida, are held and firmly bound unto the City of Tampa, a Municipal Corporation of Hillsborough County, Florida, in the full and just sum of 5% of the amount of the (Bid) (Proposal) good and lawful money of the United States of America, to be paid upon demand of the City of Tampa, Florida, to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally and firmly these presents.

WHEREAS, the Principal is about to submit, or has submitted to the City of Tampa, Florida, a Proposal for the construction of certain facilities for the City designated Contract 17-C-00018, Lois Pumping Station Driveway.

WHEREAS, the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE: The conditions of this obligation are such that if the Proposal be accepted, the Principal shall, within twenty (20) days after the date of receipt of written Notice of Award, execute a contract in accordance with the Proposal and upon the terms, conditions and price set forth therein, in the form and manner required by the City of Tampa, Florida and execute a sufficient and satisfactory Public Construction Bond payable to the City of Tampa, Florida in an amount of one hundred percent (100%) of the total contract price, in form and with security satisfactory to said City, then this Bid Bond obligation is to be void; otherwise to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City, upon demand, the amount thereof, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 7 day of March, 2017.

Principal

Tampa Bay Construction & Engineering, Inc.

BY [Signature]

TITLE President

BY _____

TITLE _____

[Signature]

Producing Agent Mark D. Pichowski, Attorney-In-Fact

101 Starcrest Drive Clearwater, FL 33765

Producing Agent's Address

Bouchard Insurance

Name of Agency

The addition of such phrases as "not to exceed" or like import shall render the (Bid) (Proposal) non-responsive.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Farmland Mutual Insurance Company, an Iowa corporation
Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation
Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

MARK D. PICHOWSKI

NANCY L. SHEINBERG

TODD GEORGE

CLEARWATER FL

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

TWO MILLION AND NO/100 DOLLARS

\$ 2,000,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 13th day of February, 2014.



Terrance Williams, President and Chief Operating Officer of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and **Vice President** of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company

ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK: ss

On this 13th day of February, 2014, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

Sandy Alitz
Notarial Seal - Iowa
Commission Number 152785
My Commission Expires March, 24, 2017

Notary Public
My Commission Expires
March 24, 2017

CERTIFICATE

I, Robert W Horner III, Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Terrance Williams was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary, and affixed the corporate seals of said Companies this 17th day of March, 2017.

Secretary

This Power of Attorney Expires 04/02/19