

Bid

RESOLUTION NO: 2014- 60

A RESOLUTION ACCEPTING THE PROPOSAL OF PROSHOT CONCRETE, INC. PERTAINING TO CONTRACT 13-C-00029; BRIDGES MINOR REPAIRS CITYWIDE, IN THE AMOUNT OF \$1,287,806; AUTHORIZING THE EXECUTION OF THE CONTRACT BY THE MAYOR OF THE CITY OF TAMPA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 19, 2013, the Mayor received bids, tabulation of such bids being hereto attached for informational purposes, for the construction of Bridges Minor Repairs Citywide, and recommends to this Council that the proposal of Proshot Concrete, 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 Proshot Concrete, Inc. in the total amount of \$1,287,806 for construction of the Bridges Minor Repairs Citywide, 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.

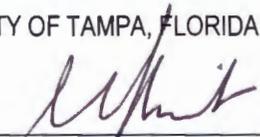
Section 5. Any and all technical errors, informalities and irregularities in the proposal of the Contractor are hereby waived.

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. The project construction costs in the amount of \$1,287,806 are provided in the City Budget for the Fiscal Year ending September 30, 2014, from the Citywide Bridge Repair- Minor Project within the Local Option Gas Tax Capital Projects 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 FEB 06 2014.



CHAIRMAN/CHAIRMAN PRO-TEM, CITY COUNCIL

APPROVED AS TO LEGAL SUFFICIENCY BY:
Justin R. Vaske, Assistant City Attorney

ATTEST:



CITY CLERK/DEPUTY CITY CLERK

*1% for Art: No

1/2014-4

City of Tampa
BID TABULATION
Contract 13-C-00029; Bridges Minor Repairs Citywide
Bid Opening - November 19, 2013
 Posted November 19, 2013

CONTRACTOR	TOTAL BID AMOUNT
Proshot Concrete, Inc	\$1,287,806.00 *
L & S Concrete Restoration, Inc	\$1,720,592.00
Sieg & Ambachtsheer, Inc	\$1,829,722.40

* 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

ALB

Contract 13-C-00029; Bridges Minor Repairs Citywide

PROPOSAL

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

Name of Bidder Proshot Concrete, Inc.

256-764-5941 tony@proshotconcrete.com
Business Phone Number and Email Address

Proshot Concrete, Inc. 4158 Musgrove Drive Florence, AL 35630
Business Name and Mailing Address

Anthony McDougle 256-764-5941
Phone Number and Name of Contact Regarding Permits

Proshot Concrete, Inc. 20-5269497
Contractor/Qualifiers Name and Federal Identification Number

Date of Proposal 11/15/13

(If Bidder is a firm, fill in the following blanks):

Names and Residential Addresses of Partners

(If Bidder is a corporation, fill in the following blanks):

Organized under the laws of the State of Alabama

Names and Address of President

Anthony McDougle 4158 Musgrove Drive Florence, AL 35630

Name and Address of Vice President

Anthony McDougle 4158 Musgrove Drive Florence, AL 35630

Name and Address of Secretary

Anthony McDougle 4158 Musgrove Drive Florence, AL 35630

Names and Address of Treasurer

Anthony McDougle 4158 Musgrove Drive Florence, AL 35630

Contract 13-C-00029; Bridges Minor Repairs Citywide

The above-named Bidder affirms and declares:

- (1) That the Bidder is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the Contract proposed to be entered into.
- (2) That this Proposal is made without any understanding, agreement or connection with any other person, firm, or corporation making Proposal for the same purposes, and is in all respects fair and without collusion or fraud.
- (3) That the 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.
- (4) 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.
- (5) That the 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.

- (6) That the Bidder

Has; Treasury Number 20-5269497

Has not
(Check applicable box)

previously performed work under the President's Executive Order Nos. 11246 and 11375.

- (7) That the undersigned, as Bidder, also declares that he has carefully examined and fully understands all the component parts of the Contract Documents and agrees that he will execute the Contract and finish the required Performance Bond and will completely perform the work in strict accordance with the terms of the Contract and the Contract Documents therein referred to for the following prices, to wit:

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words	Unit Price	Total Computed Price
104-11	Floating Turbidity Barrier	LF	3,000	Two dollars	2	6,000
110-4	Removal of Existing Pavement	SY	30	Twenty dollars	20	600
120-5	Channel Excavation	CY	100	Ninety-five dollars	95	9,500
120-6	Embankment	CY	50	Fifty-five dollars	55	2,750
121-70	Flowable Fill	CY	10	Two hundred seventy-five	275	2,750
327-70-1	Milling (1" Avg Depth)	SY	1,500	Fifteen dollars	15	22,500
334-1-11	Superpave Asphalt Concrete	TN	150	Two hundred seventy-five	275	41,250
337-7-33	Asphalt Concrete Friction Course	TN	40	Three hundred dollars	300	12,000
339-1	Miscellaneous Asphalt Pavement	TN	4	Three hundred seventy-five dollars	375	1,500
400-0	Concrete Class NS	CY	5	Three hundred dollars	300	1,500
400-1	Class I Concrete	CY	30	One thousand three hundred dollars	1,300	39,000
400-4	Class IV Concrete	CY	10	One thousand one hundred dollars	1,100	11,000
400-32	Concrete for Joint Repair	CY	10	Nine thousand five hundred dollars	9,500	95,000
401-70-5	Restore Spalled Concrete	CF	1,000	Two hundred ninety-four	294	294,000
411-2	Cracks Inject & Seal, Structure Rehabilitation	LF	300	Seventy dollars	70	21,000

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words	Unit Price	Total Computed Price
430-950	Desilting Box Culvert	CY	100	One hundred ten dollars	110	11,000
457-1-23	Structural Pile Jacket	LF	100	One thousand dollars	1,000	100,000
458-1-21	Bridge Deck Expansion Joint	LF	700	Eighty dollars	80	56,000
460-95	Structural Steel	LB	100	Sixty-five dollars	65	6,500
514-71-2	Plastic Filter Fabric	SY	1,000	Five dollars fifty cents	5.50	5,500
515-2-313	Pedestrian/Bridge Railing	LF	300	Ninety-eight dollars	98	29,400
520	Curbs, Curb & Gutter	LF	100	Twenty dollars	20	2,000
522-1	4" Concrete Sidewalk	SY	100	Thirty dollars	30	3,000
522-2	6" Concrete Sidewalk	SY	350	Forty-two dollars	42	14,700
524-2	Concrete Slope Pavement (Non-Reinforced 4')	SY	50	One hundred ten dollars	110	5,500
530-1	Riprap (Sand Cement)	CY	200	Four hundred fifty dollars	450	90,000
536-1-1	Guardrail	LF	120	Thirty-five dollars	35	4,200
536-7	Remove Guardrail	LF	113	Ten dollars	10	1,130
536-83-1	Timber Guardrail Posts	EA	5	One hundred fifty dollars	150	750
536-85	Flared End Anchorage Assemblies	EA	3	Two thousand five hundred dollars	2,500	7,500

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words	Unit Price	Total Computed Price
SP-2.14	Preconstruction Video	EA	5	One hundred	\$ 100	\$ 500
				SUB TOTAL \$		\$ 898,030
101-1	Mobilization 10% of Sub Total	LS	1	Eighty-nine thousand eight hundred three dollars	\$	\$ 89,803
102-2	Maintenance of Traffic 10% of Sub Total	LS	1	Eighty-nine thousand eight hundred three dollars	\$	\$ 89,803
SP-11	Contingency	1	1	Two Hundred Thousand Dollars & No Cents	\$ 200,000	\$ 200,000
				GRAND TOTAL \$		\$ 1,277,636

** 908,210*

1,287,806 -

Computed Total Price In Words:

One million two hundred seventy-seven thousand six hundred thirty-six
_____ dollars and no cents.

Computed Total Price in Figures: \$ 1,277,636.

The 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 #2 #3 #4 #5 .

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

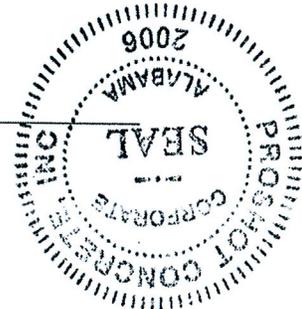
Bidder acknowledges that included in the various items of the proposal and the Total Bid Price are costs for complying with the Florida Trench Safety Act (90096), (Laws of Fla.) effective October 1, 1990. The bidder further identifies the costs to be summarized below:

	Trench Safety Measure (Description)	Unit of Measure (LF, SY)	Unit Quantity	Unit Cost	Extended Cost
A.	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____

Total Cost \$ 0.00

Signed Anthony McDougle
Anthony McDougle, President

Failure to complete the above may result in the bid being declared non-responsive.



Contract 13-C-00029; Bridges Minor Repairs Citywide

Accompanying this Proposal is a certified check, cashier's check or Bid Bond (form included herein must be used) on the form at least five (5) percent of the total amount of the Proposal which check shall become the property of the

Brouchard Insurance of Clearwater, Florida
(Name of Bank or Surety) (City & State)

City of Tampa, or which bond shall become forthwith due and payable to the City of Tampa, if this Proposal shall be accepted by the City of Tampa and the undersigned shall fail to execute a contract with and to furnish the required Performance Bond and Payment Bond to the City of Tampa within twenty (20) days after the date of receipt of written Notice of Award by the City of Tampa to the undersigned so to do.

Dated 11/15, 2013

Proshot Concrete, Inc.
(Name of Bidder)

4158 Musgrove Drive Florence, AL 35630
(Address of Bidder)

Anthony M. Doyle
(Signature)

President
(Title)

Where Bidder is a Corporation:

Attest: [Signature]

Assistant Secretary



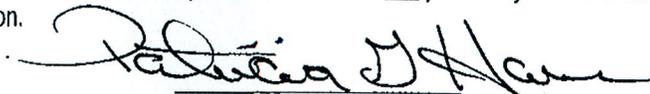
(ACKNOWLEDGMENT OF PRINCIPAL)

STATE OF Alabama)
) SS:
COUNTY OF Colbert)

For a Corporation:

STATE OF Alabama
COUNTY OF Colbert

The foregoing instrument was acknowledged before me this 15 of November, 2013 by Anthony McDougle of Proshot Concrete, a corporation, on behalf of the corporation. He/she is personally known or has ___ produced ___ as identification.



Notary

My Commission Expires:

4/13/14

For an Individual:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ of _____, 2013 by _____ who is ___ personally known to me or has ___ produced _____ as identification.

Notary

My Commission Expires:

For a Firm:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ of _____, 2013 by _____ who signed on behalf of the said firm. He/she is ___ personally known or has ___ produced _____ as identification.

Notary

My Commission Expires:

TAMPA BID BOND
Contract 13-C-00029; Bridges Minor Repairs Citywide

KNOW ALL MEN BY THESE PRESENTS, that we, Proshot Concrete, Inc.

(hereinafter called the Principal) and Fidelity and Deposit Company of Maryland

(hereinafter called the Surety) a Corporation chartered and existing under the laws of the State of Maryland with its principal offices in the City of Schaumburg, IL, 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 13-C-00029, Bridges Minor Repairs Citywide.

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 Performance Bond and Payment 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 19th day of November, 2013.

Principal



Countersigned:
(SEAL)

Proshot Concrete, Inc.

BY Anthony McDougle

TITLE Anthony McDougle, President
Fidelity and Deposit Company of Maryland

BY Mark D. Pichowski

TITLE Mark D. Pichowski, Attorney-in-Fact and FL Resident Agent

Mark D. Pichowski
Local Resident Producing Agent

P.O. Box 6090 Clearwater, FL 33758
Local Resident Producing Agent's Address

Roger Bouchard Insurance
Name of Local Agency

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

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **JAMES M. CARROLL, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **J. Raymond BOUCHARD, Mark D. PICHOWSKI, Todd GEORGE and Nancy L. SHEINBERG, all of Clearwater, Florida, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 20th day of June, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



Eric D. Barnes

By: _____

*Assistant Secretary
Eric D. Barnes*

James M. Carroll

*Vice President
James M. Carroll*

State of Maryland
City of Baltimore

On this 20th day of June, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **JAMES M. CARROLL, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015

Good Faith Effort Compliance Plan for Small Local Business Subcontracting
City of Tampa - Equal Business Opportunity Program

Contract 13-C-00029 Bid Date 11/19/13

Bidder Proshot Concrete, Inc.

Signature *Anthony McDougle* Date 11/15/13

Name Anthony McDougle Title President

The following Compliance Plan is a true report of Good Faith Efforts made to accomplish subcontracting goals for Small Local Business Enterprises, SLBEs, on the referenced contract:

The goal for SLBE participation has been met or exceeded. See the DMI form reporting subcontractors to be utilized.
(Check Box, if appropriate; the remainder of the Compliance Plan need not be reported.)

The goal for SLBE participation has not been met. The following is a recap of Good Faith Efforts made:
(Check applicable boxes below. Enclose additional documents, and/or add remarks below as needed.)

- (1) Soliciting through reasonable and available means the interest of SLBEs that have the capability to perform the work of the contract. The Bidder or Contractor must solicit this interest within sufficient time to allow the SLBEs to respond. The Bidder or Contractor must take appropriate steps to follow up initial solicitations with interested SLBEs. See DMI report forms for subcontractors solicited. See enclosed supplemental data on solicitation efforts. Remarks:
- (2) Providing interested SLBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation. See enclosed sample solicitation. Remarks:
- (3) Negotiating in good faith with interested SLBEs that have submitted bids. Documentation of negotiation must include the names, addresses, and telephone numbers of SLBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with SLBEs to perform the work. That there may be some additional costs involved in soliciting and using SLBEs is not a sufficient reason for a contractor's failure to meet the goals, as long as such costs are reasonable. Bidders are not required to accept higher quotes in order to meet the goal. DMI subcontractor-utilized forms reflect successful negotiations This project is of a low-bid nature and negotiations are limited to clarifications of scope and specifications. See enclosed document. Remarks:
- (4) Not rejecting SLBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The SLBEs standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for rejecting or not soliciting bids to meet the goals. Not applicable. See attached explanation for rejection of a low-bidding subcontractor's bid. Remarks:
- (5) Making a portion of the work available to SLBE subcontractors and suppliers and to select those portions of the work or material consistent with the available SLBE subcontractors and suppliers, so as to facilitate meeting the goal. Sub-Contractors were allowed to bid on their own choice of work or trade without restriction to a pre-determined portion. See enclosed comments. Remarks:
- (6) Making good faith efforts, despite the ability or desire of a Bidder or Contractor to perform the work of a contract with its own organization. A Bidder or Contractor who desires to self-perform the work of a contract must demonstrate good faith efforts unless the goal has been met. Sub-Contractors were not prohibited from submitting bids on work not usually sub-contracted. Remarks:
- (7) Selecting portions of the work to be performed by SLBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate SLBE participation, even when the Bidder or Contractor might otherwise prefer to perform these work items with its own forces. Sub-Contractors were allowed to bid on their own choice of work or trade without restriction to a pre-determined portion. Sub-Contractors were not prohibited from submitting bids on work not usually sub-contracted. See enclosed comments. Remarks:
- (8) Making efforts to assist interested SLBEs in obtaining bonding, lines of credit, or insurance as required by the city or contractor. See enclosed sample solicitation see enclosed document. Remarks:
- (9) Making efforts to assist interested SLBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, including participation in a City-sponsored mentor-protégé program. See enclosed sample solicitation. See enclosed document. Remarks:
- (10) Effectively using the services of the City and other organizations that provide assistance in the recruitment and placement of SLBEs. See enclosed document.
Subcontractors provided equipment
 The following services were used:

Other Supporting Good Faith Efforts: See enclosed document. Remarks:

GFCEP

