

Bid

A RESOLUTION ACCEPTING THE PROPOSAL OF DALLAS 1 CORP. DBA DALLAS 1 CONSTRUCTION AND DEVELOPMENT PERTAINING TO CONTRACT 14-C-00011; CHANNEL DISTRICT: EAST MADISON STREET IMPROVEMENTS, IN THE AMOUNT OF \$1,059,637; AUTHORIZING THE EXECUTION OF THE CONTRACT BY THE MAYOR OF THE CITY OF TAMPA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 28, 2014, the Mayor received bids, tabulation of such bids being hereto attached for informational purposes, for the construction of Channel District: East Madison Street Improvements, and recommends to this Council that the proposal of Dallas 1 Corp. dba Dallas 1 Construction and Development 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 Dallas 1 Corp. dba Dallas 1 Construction and Development in the total amount of \$1,059,637 for construction of the Channel District: East Madison Street Improvements, 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 funding for this award is provided by the Channel District -CRA Neighborhood Infrastructure 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 17 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

4/2014-18

**City of Tampa
BID TABULATION**

Contract 14-C-00011; Channel District: East Madison Street Improvements

Bid Opening - January 28, 2014

Posted January 28, 2014

CONTRACTOR	TOTAL BID AMOUNT
Dallas 1 Corp	\$1,059,637.00
Southern Road & Bridge, LLC	\$1,093,935.00
MTM Contrators, Inc	\$1,219,104.46
David Nelson Cosntruction Co	\$1,237,691.05
Kamminga & Roodvoets, Inc	\$1,256,668.75
Kimmins Contracting Corp	\$1,331,335.60
Ajax Paving Industries of Florida, LLC	\$1,659,076.60

* 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 14-C-00011; Channel District: East Madison Street Improvements - Project 1000327

PROPOSAL

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

Name of Bidder Dallas 1 Corp, dba
Dallas 1 Construction and Development

813-986-1922 paul.lancaster@d1cd.com
Business Phone Number and Email Address

Dallas 1 Corp, dba
Dallas 1 Construction and Development PO Box 249, Thonotosassa, FL
Business Name and Mailing Address 33592

Andrew Wicker 813-986-1922
Phone Number and Name of Contact Regarding Permits

Paul R. Lancaster, President #59-2610376
Contractor/Qualifiers Name and Federal Identification Number

Date of Proposal January 28, 2014

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

Names and Residential Addresses of Partners

N/A

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

Organized under the laws of the State of Florida

Names and Address of President

Paul R. Lancaster, 10328 Main St.
Thonotosassa, FL 33592

Name and Address of Vice President

Bartle J. Azzarelli, III, 10328 Main St.
Thonotosassa, FL 33592

Name and Address of Secretary

Jan Azzarelli, 10328 Main St.
Thonotosassa, FL 33592

Names and Address of Treasurer

Jan Azzarelli, 10328 Main St.
Thonotosassa, FL 33592

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 _____

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
<p>GENERAL CONSTRUCTION ITEMS</p> <p>The work includes the furnishing of all labor, equipment, and material for providing improvements to East Madison Street in the Channel District, including roadway, stormwater, wastewater, and water main construction, signing and pavement markings, specialty concrete and sawcut concrete walks, site furnishings, landscaping and irrigation, underground electrical, with any allowances that may be listed in Section 01020, and with all associated work required for a complete project in accordance with the Contract Documents and as follows:</p>						
SP-3.02-1	Mobilization	LS	1	sixty nine thousand	\$ 69,000	\$ 69,000
SP-3.01-1	Maintenance of Traffic	LS	1	thirty thousand	\$ 30,000	\$ 30,000
SP-7.07-1	Implementation & Maintenance of Erosion Control	LS	1	nine thousand	\$ 9,000	\$ 9,000
2208-1	Clearing and Grubbing	LS	1	fifteen thousand	\$ 15,000	\$ 15,000
<p>ROADWAY CONSTRUCTION ITEMS</p>						
SP-4.02-1	Stabilization Type B (12")	SY	3,670	twelve	\$ 12	\$ 44,040
334-1	Type FC-9.5 Asphaltic Concrete	TN	167	two ten	\$ 210	\$ 35,070
334-2	SP-12.5 Asphaltic Concrete (Traffic B)	TN	240	one eighty	\$ 180	\$ 43,200
SP-8.04-1	Conc. Ped. Ramp (6") w/ Truncated Domes	EA	4	eleven thirty	\$ 1130	\$ 4,520
SP-8.05-1	Concrete curb (Type F)	LF	412	seventeen	\$ 17	\$ 7,004
SP-8.05-2	Concrete curb (Type D)	LF	550	seventeen	\$ 17	\$ 9,350
SP-8.05-3	Concrete curb (Drop Curb)	LF	674	fifteen	\$ 15	\$ 10,110
SP-8.06-1	Turnout Construction, Concrete 6"	SY	102	fifty	\$ 50	\$ 5,100
					SUB TOTAL \$	\$ 123,000

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words	Unit Price	Total Computed Price
SP-8.03-1	Base Group 9 (10" Crushed Conc.)(LBR-150)	SY	3,039	sixteen	16	48,624
2208-2	Removal of Existing Pavement	SY	2,650	five + thirty	5.30	14,045
2208-3	Regular Excavation	CY	370	seven teen	17	6,290
2208-4	Embankment	CY	186	twenty two	22	4,092
2208-5	Remove and Replace Unsuitable Soils 2'-3' B.E.G.	CY	3,036	twenty seven	27	81,972
327-1	Milling Existing Asphalt Pavement	SY	821	seven + sixty	7.50	6,157.50
					SUB TOTAL \$	319,574.50
STORMWATER CONSTRUCTION ITEMS						
SP-4.06-1	Removal of Unsuitable Soils	TN	2	two hundred	200	400
SP-7.03-1	Pipe Conc. Culv. (Class III)(18" RCP)	LF	54	one ninety	190	10,260
SP-7.03-2	Pipe Conc. Culv. (Class III)(30"x19" ERCP)	LF	543	one forty	140	76,020
SP-7.03-3	Pipe Conc. Culv. (Class III)(24" RCP)	LF	8	two sixty	260	2,080
SP-7.04-2	FDOT Curb Inlet Type P-5 <10'	EA	1	three six sixty	3660	3660
SP-7.04-3	FDOT Curb Inlet Type J-5 <10'	EA	3	four one sixty	4160	12,480
SP-7.04-4	FDOT MH Type P-7, Partial	EA	1	four one eighty	4180	4,180
SP-7.04-5	FDOT MH Type P-8, <10'	EA	1	three seven twenty	3720	3,720
					SUB TOTAL \$	112,800
SIGNING & PAVEMENT MARKINGS						
700-20-11	Single Post Sign, F&I, <12sf	AS	14	three hundred	300	4,200
700-20-40	Single Post Sign, Relocate	AS	1	fifty five	55	55

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words	Unit Price	Total Computed Price
700-20-60	Single Post Sign, Remove	AS	1	twenty seven	\$ 27	\$ 27
02580-1	Retro-Reflective Pavement Markers	EA	48	six + fifty	\$ 6.50	\$ 312
02580-2	Thermoplastic Solid Traffic Stripe 6" White	LF	2,048	one + fifty	\$ 1.50	\$ 3,072
02580-3	Thermoplastic Solid Traffic Stripe 12" White	LF	236	three + fifty	\$ 3.50	\$ 826
02580-4	Thermoplastic Solid Traffic Stripe 24" White	LF	182	six + fifty	\$ 6.50	\$ 1,183
02580-5	Thermoplastic Solid Traffic Stripe 6" Yellow	LF	1,900	one + fifty	\$ 1.50	\$ 2,850
					SUB TOTAL \$	\$ 12,525
WATER MAIN CONSTRUCTION						
C2.02-1	Water Main Pipe Removal (F&I) (8" DI)	LF	15	fourteen	\$ 14	\$ 210
C2.02-2	Water Main Pipe Removal (F&I) (12" DI)	LF	198	eleven	\$ 11	\$ 2,178
C2.04-1	Watermain pipe (F&I) (6" DI)	LF	10	forty three	\$ 43	\$ 430
C2.04-2	Watermain pipe (F&I) (8" DI)	LF	17	two seventy	\$ 270	\$ 4,590
C2.04-3	Watermain pipe (F&I) (12" DI)	LF	210	eighty two	\$ 82	\$ 17,220
C2.05-1	Fitting, (Bends, Sleeves, Reduc) (F&I)(DI) (6")	EA	1	one twenty	\$ 120	\$ 120
C2.05-2	Fitting, (Bends, Sleeves, Reduc) (F&I)(DI) (8")	EA	4	two eighty	\$ 280	\$ 1,120
C2.05-3	Fitting, (Bends, Sleeves, Reduc) (F&I)(DI)(12")	EA	12	four ninety	\$ 490	\$ 5,880
C2.07-1	Fire Hyd (Standard)(Relocation)	EA	2	one thousand forty	\$ 1,040	\$ 2,080
C2.09-1	Mech Joint Restr., Wedge-action, 6 in. (F&I)	LF	10	five	\$ 5	\$ 50
C2.09-2	Mech Joint Restr., Wedge-action, 8 in. (F&I)	LF	24	fifty four	\$ 54	\$ 1,296

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words	Unit Price	Total Computed Price
C2.09-3	Mech Joint Restr., Wedge-action, 12 in. (F&I)	LF	310	Twenty nine	\$ 29	\$ 8,990
C2.10-1	Water Service Connection, 2" (Irrigation)	EA	1	four three seventy	\$ 4370	\$ 4,370
C2.11-1	Polyethylene Wrap, 6", D.I. (F&I)	LF	10	seventy five ¢	\$ 0.75	\$ 7.50
C2.11-2	Polyethylene Wrap, 8", D.I. (F&I)	LF	24	seventy five ¢	\$ 0.75	\$ 18
C2.11-3	Polyethylene Wrap, 12", D.I. (F&I)	LF	310	seventy five ¢	\$ 0.75	\$ 232.50
				SUB TOTAL \$		\$ 48,792
WASTEWATER CONSTRUCTION						
4900-1	Connection to Existing Manhole	EA	1	two thousand six hundred	\$ 2600	\$ 2,600
5000-1	6"-8" Wastewater Pipe Removal	LF	400	thirty five	\$ 35	\$ 14,000
5000-2	Sanitary Sewer Manhole Removal	EA	1	twelve twenty	\$ 1220	\$ 1,220
0700-1	Wastewater Pipe (F&I) (6" PVC) Depth < 5'	LF	117	thirty three	\$ 33	\$ 3,861
0700-2	Wastewater Pipe (F&I) (6" PVC) Depth 5' to 10'	LF	118	eighty three	\$ 53	\$ 6,254
				SUB TOTAL \$		\$ 27,935
HARDSCAPE SURFACES						
02511-1	Colored Shell Aggregate Concrete	SF	6,100	ten	\$ 10	\$ 61,000
02510-1	Saw Cut Concrete	SY	560	seventy three	\$ 73	\$ 40,880
02775-1	6" Thick Concrete Sidewalk	SY	61	forty seven	\$ 47	\$ 2,867
02780	Paver Replacement Along Meridian Avenue	SY	184	forty three	\$ 43	\$ 7,912
				SUB TOTAL \$		\$ 112,659
PLANT MATERIAL & IRRIGATION						
02900-1	Bald Cypress	EA	2	three hundred	\$ 300	\$ 600
02900-2	Sky Climber Live Oak	EA	10	five fifty	\$ 550	\$ 5,500

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words	Unit Price	Total Computed Price
02900-3	Washington Palm	EA	2	seven hundred	\$ 700	\$ 1,400
02900-4	Indian Hawthorne	EA	91	six	\$ 6	\$ 546
02900-5	Variegated Flax Lily	EA	58	five	\$ 5	\$ 290
02900-6	Dwarf Asian Jasmine	EA	461	three	\$ 3	\$ 1,383
02900-7	Mulch	CY	16	seventy	\$ 70	\$ 1,120
02900-8	Planting Soil	CY	32	thirty five	\$ 35	\$ 1,120
02910-1	Structural Soil	CY	246	fifty five	\$ 55	\$ 13,530
02440-1	Irrigation system	LS	1	twelve thousand	\$ 12,000	\$ 12,000
					SUB TOTAL \$	\$ 37,429
SITE FURNISHING						
SP-12.01-1	Bench, Landscape Forms	EA	3	twenty five hundred	\$ 2,500	\$ 7,500
SP-12.01-2	Trash Receptacle, Landscape Forms	EA	5	seventeen hundred	\$ 1,700	\$ 8,500
SP-12.01-3	Pooch Station, Pet Pickups	EA	4	nine hundred	\$ 900	\$ 3,600
SP-12.01-4	Bike Rack - Landscape Forms	EA	4	six sixty	\$ 650	\$ 2,600
					SUB TOTAL \$	\$ 22,200
UNDERGROUND ELECTRIC & LIGHTING						
SP-5.04-1	2" Conduit, Lighting, Install Underground	LF	1,500	Five + sixty	\$ 5.5	\$ 8,250
SP-5.04-2	4" Conduit, Lighting, Install Underground	LF	5,580	six + sixty	\$ 6.5	\$ 36,335

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words	Unit Price	Total Computed Price
SP-5.04-3	6" Conduit, Lighting, Install Underground	LF	4,370	nine x forty	\$ 9.40	\$ 41,078
SP-5.04-4	Electrical Manhole (Install Only)	EA	3	nine thousand	\$ 9,000	\$ 27,000
					SUB TOTAL \$	112,663
					SUB TOTAL OF ABOVE SUB TOTALS \$	929,637.00
					ALLOWANCE (REFERENCE SECTION 01020) \$	130,000.00
					TOTAL BID \$	1,059,637 *

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words	Unit Price	Total Computed Price
	<p>Notes:</p> <p>1) It is assumed franchised utility providers to perform their relocations as necessary. Costs to be paid directly to the utility providers by the City.</p> <p>2) Contractor to design and provide MOT per FDOT design standards.</p> <p>3) All surveying work associated with construction are incidental to the overall project coordination. This includes, but is not limited to, construction staking, certified as-built survey, etc.</p> <p>4) All Permit and Impact fees associated with City issued permits will be paid by the City of Tampa. Permits required to construct within the FDOT right-of-way will be obtained and paid for by the Contractor.</p> <p>5) Complete road demolition and reconstruction within the project limits is required. The Contractor is to coordinate changes with the Utility Company.</p> <p>6) Undergrounding of overhead electrical is based on design information provided by TECO.</p> <p>7) All utility and storm sewer system trenches select backfill material cost shall be included as part of the unit price of installation.</p> <p>8) For general information, approximate quantity of 235 LF applies if needed for Pay Item No. 0700-1 or 0700-2.</p>					

Computed Total Price In Words:

One Million Fifty Nine Thousand Six Hundred
Thirty Seven dollars and zero cents.

Computed Total Price in Figures: \$ 1,059,637.00

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.	<u>Trench Box</u>	<u>MD</u>	<u>2</u>	<u>\$ 2,000.00</u>	<u>\$4,000.00</u>
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____

Total Cost \$ 4,000.00

Signed Paul R. Lancaster
Paul R. Lancaster, President

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

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

Westfield Insurance Co. of Westfield Center, OH
(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 January 28, 2014

Dallas I Corp., dba
Dallas I Construction and Development
(Name of Bidder)

10328 main St.

Thonotosassa, FL 33592
(Address of Bidder)

Paul R. Lancaster
(Signature)

Paul R. Lancaster, President
(Title)

Where Bidder is a Corporation:

Attest:

Jan Azzarelli
Secretary Jan Azzarelli

AFFIX
CORPORATE
SEAL

(ACKNOWLEDGMENT OF PRINCIPAL)

STATE OF Florida)
) SS:
COUNTY OF Hillsborough

For a Corporation:

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 28 of Jan., 2014 by
Paul R. Lancaster of Dallas 1 Corp., a FL corporation, on behalf of the corporation.
He/she is personally known or has produced N/A as identification.

Shirley H. Wiley
Notary



SHIRLEY H. WILEY
MY COMMISSION # EE 105518
EXPIRES: August 9, 2015
Bonded Thru Budget Notary Services

My Commission Expires:

For an Individual:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ of _____, 2014 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 _____, 2014 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 14-C-00011; Channel District: East Madison Street Improvements - Project 1000327

KNOW ALL MEN BY THESE PRESENTS, that we, Dallas 1 Corporation dba Dallas 1 Construction
& Development

(hereinafter called the Principal) and Westfield Insurance Company

(hereinafter called the Surety) a Corporation chartered and existing under the laws of the State of Ohio, with its principal offices in the City of Westfield Center, 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 14-C-00011, Channel District: East Madison Street Improvements - Project 1000327.

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 28th day of January, 2014.

Principal

Dallas 1 Corporation dba Dallas 1 Construction & Development

BY Paul R. Lancaster

Paul R. Lancaster
TITLE President

Westfield Insurance Company

Surety

BY Tanya L. Russo

Tanya L. Russo, Attorney-in-fact and

TITLE Florida Licensed Resident Agent

Countersigned:
(SEAL)

Tanya L. Russo, A228885

Local Resident Producing Agent

400 N Tampa Street, Suite 1900

Tampa, FL 33602

Local Resident Producing Agent's Address

Lykes Insurance Inc.

Name of Local Agency

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

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 05/23/13, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 0997752 00

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint RICHARD P. RUSSO, JR., TANYA L. RUSSO, FREDERIC M. ARCHERD, JR., JOINTLY OR SEVERALLY

of TAMPA and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 23rd day of MAY A.D., 2013 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Signature of Dennis P. Baus

By: Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 23rd day of MAY A.D., 2013 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



Signature of William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 28th day of January A.D., 2014



Signature of Frank A. Carrino Secretary

Frank A. Carrino, Secretary

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

Contract 14-C-0011: Channel District; East Madison St. Improvements Bid Date 1-28-14
Bidder Dallas I Corp, dba Dallas I Const. & Dev.
Signature [Signature] Date 1-28-14
Name Paul R. Lancaster 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. The following services were used:

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



CITY OF TAMPA

Bob Buckhorn, Mayor

Office of the Chief of Staff

Minority and Small Business Development

DATE: February 4, 2014

TO: David Vaughn, Director of Contract Administration Department.

FROM: Gregory K. Hart, Minority Business Development Manager

RE: SLBE/WMBE Utilization & Solicitation Evaluation

PROJECT: 14-C-00011: Channel District: East Madison Street Improvements

LOW BIDDER: Dallas 1 Corporation

BID AMOUNT: \$1,059,637.00

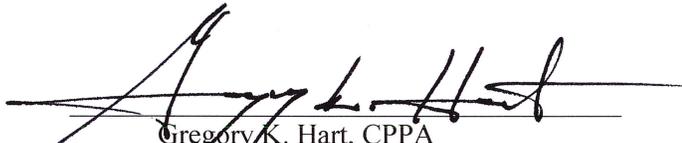
SLBE/Underutilized-WMBE Subcontract Goal: 21.4%
SLBE/U-WMBE Participation Achieved: 22.0%
Good Faith Effort Compliance: SUFFICIENT – MET GOAL

The prime contractor (Dallas 1 Corporation) met the SLBE/U-WMBE Goal established on the project and provided the required documentation to support “goal-met” on DMI Forms submitted with bid. The detailed Compliance Report is attached and should be made a part of the project file.

Compliance Statement: Total SLBE/U-WMBE participation is 22%, of which 5.8% represents Hispanic, 1.5% Black, 1.4% Woman-owned, and 13.3% Non-Minority Small Business.

SLBE/WMBE Subcontract Attainment

Certification Type	Classification	Classification	Classification	Totals
SLBE/WMBE	HBE = 5.8%	BBE = 1.5%	WBE = 1.4%	8.7%
SLBE ONLY				13.3%



Gregory K. Hart, CPPA

GKH:/GKS
Attachment

Cc: City Attorney (w/a)
Economic Development Department (w/a)