

*Bid*

RESOLUTION NO. 2018- 38

A RESOLUTION ACCEPTING THE PROPOSAL OF TAMPA BAY MARINE INC PERTAINING TO CONTRACT 17-C-00017; CITYWIDE BRIDGE REHABILITATION - MINOR REPAIRS FY17, IN THE AMOUNT OF \$222,760; AUTHORIZING THE EXECUTION OF THE CONTRACT BY THE MAYOR OF THE CITY OF TAMPA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 31, 2017, the Mayor received bids, tabulation of such bids being hereto attached for informational purposes, for the construction of Citywide Bridge Rehabilitation - Minor Repairs FY17, and recommends to this Council that the proposal of Tampa Bay Marine 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 Marine Inc in the total amount of \$222,760 for construction of the Citywide Bridge Rehabilitation - Minor Repairs FY17, 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.

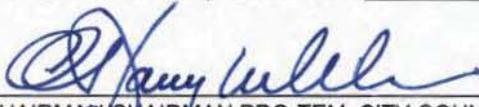
Section 5. Any and all technical errors, informalities and irregularities in the proposal of the Contractor are hereby waived.

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. Award of a contract for minor repairs in the amount of \$222,760 for the Bridge Rehabilitation Citywide Project within the Local Option Gas Tax Capital Projects Fund for use by the Transportation and Stormwater Services Department.

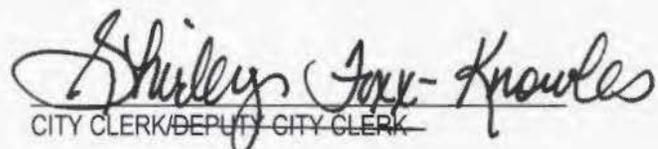
Section 8. Other proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA ON JAN 11 2018

  
CHAIRMAN/CHAIRMAN PRO-TEM, CITY COUNCIL

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

ATTEST:

  
CITY CLERK/DEPUTY CITY CLERK

\*1% for Art: No

*1/2018-4*



**City of Tampa  
BID TABULATION**

**Contract 17-C-00017; Citywide Bridge Rehabilitation – Minor Repairs FY17**

**Bid Opening - October 31, 2017**

Posted October 31, 2017 (November 01, 2017)

<b>CONTRACTOR</b>	<b>TOTAL BID AMOUNT</b>
Tampa Bay Marine, Inc.	\$222,760.00
Proshot Concrete, Inc.	\$275,750.00
Seacoast, Inc.	\$284,480.00
Estep Construction, Inc.	\$337,570.00

\*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

PROPOSAL

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

Legal Name of Bidder: Tampa Bay Marine, Inc

Bidder's Fictitious Name, if applicable: N/A

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: P.O. Box 250, Gibsonton, FL. 33534

Bidder's Federal Employee Identification No. (FEI/EIN): 20-2570571

Bidder's License No.: SSC131150973 Bidder's FDOS (SUNBIZ) Doc. No.: P05000046104

(See Ch. 489, FS; use entity's, individual's only if applicable)

Bidder Contact Name\*: Jan Smiarowski Email: JJ@tampabaymarineinc.com Phone: (813) 672-1222

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.

Item No.	Description	Unit	Est Qty	Unit Price in Words	Unit Price	Total Price
104-11	Floating Turbidity Barrier	LF	500	seven dollars	\$ 7.00	\$ 3,500.00
120-5	Excavation	CY	25	twenty dollars	\$ 20.00	\$ 500.00
120-6	Embankment	CY	10	forty five dollars	\$ 45.00	\$ 450.00
121-70	Flowable Fill	CY	5	two hundred twenty five dollars	\$ 225.00	\$ 1,125.00
400-0	Concrete Class NS	CY	5	two hundred dollars	\$ 200.00	\$ 1,000.00
400-1	Class I Concrete	CY	5	two hundred fifty dollars	\$ 250.00	\$ 1,250.00
400-4	Class IV Concrete	CY	5	two hundred seventy five dollars	\$ 275.00	\$ 1,375.00
401-70-5	Restore Spalled Concrete	CF	100	two hundred dollars	\$ 200.00	\$ 20,000.00
411-2	Cracks Inject & Seal, Structure Rehabilitation	LF	500	one hundred ten dollars	\$ 110.00	\$ 55,000.00
458-1-21	Bridge Deck Expansion Joint	LF	100	one hundred twenty dollars	\$ 120.00	\$ 12,000.00
460-95	Structural Steel	LB	500	three dollars	\$ 3.00	\$ 1,500.00
514-71-2	Plastic Filter Fabric	SY	200	three dollars	\$ 3.00	\$ 600.00
515-2-313	Pedestrian/Bridge Railing	LF	60	ninety dollars	\$ 90.00	\$ 5,400.00
522-1	4" Concrete Sidewalk	SY	100	thirteen dollars	\$ 13.00	\$ 1,300.00
524-2	Concrete Slope Pavement (Non-Reinforced 4")	SY	50	eight-teen dollars	\$ 18.00	\$ 900.00
530-1	Riprap (Sand Cement)	CY	50	five hundred dollars	\$ 500.00	\$ 25,000.00
536-1-1	Guardrail	LF	80	ninety five dollars	\$ 95.00	\$ 7,600.00
536-7	Remove Guardrail	LF	113	twenty dollars	\$ 20.00	\$ 2,260.00
536-83-1	Timber Guardrail Posts	EA	5	two hundred fifty dollars	\$ 250.00	\$ 1,250.00
536-85	Flared End Anchorage Assemblies	EA	3	three thousand dollars	\$ 3,000.00	\$ 15,000.00
SP-2.14	Preconstruction Video	EA	5	three hundred fifty dollars	\$ 350.00	\$ 1,750.00

Contract 17-C-00017  
Citywide Bridge Rehabilitation - Minor Repairs

Item No.	Description	Unit	Est Qty	Unit Price in Words	Unit Price	Total Price
101-1	Mobilization	LS	1	Twenty Five Thousand Dollars & No Cents	\$ 25,000.00	\$ 25,000.00
	(Paid at 10% of non-mobilization pay items per bridge)					
102-1	Maintenance of Traffic	LS	1	Twenty Five Thousand Dollars & No Cents	\$ 25,000.00	\$ 25,000.00
	(Paid \$5,000 at contract start and 10% of non-MOT items per bridge)					
SP-11-16	Contingency	LS	1	Twenty Thousand Dollars & No Cents	\$ 20,000.00	\$ 20,000.00
					TOTAL \$	\$ 228,760.00

Contract 17-C-00017; Citywide Bridge Rehabilitation - Minor Repairs FY17

Computed Total Price in Words: two hundred twenty eight thousand seven hundred  
sixty dollars and zero cents.

Computed Total Price in Figures: \$ 228,760.00

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 096A #3 \_\_\_ #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>Trench Box</u>	<u>LS</u>	<u>1</u>	<u>\$3,500.00</u>	<u>\$3,500.00</u>
B.	<u>N/A</u>				
C.	<u>N/A</u>				
<b>Total Cost: \$</b>				<u>3500.00</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 Marine Inc.  
Authorized Signature: [Signature]  
Signer's Printed Name: Suan Calves  
Signer's Title: Vice President

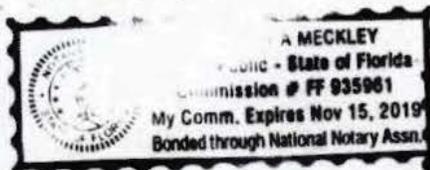
STATE OF Florida  
COUNTY OF Hillsborough

For an entity: The forgoing instrument was sworn (or affirmed) before me this 26<sup>th</sup> day of October, 2017 by Suan Calves as Vice President of Tampa Bay Marine Inc., 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 26<sup>th</sup> day of October, 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: Kimberly Meckley  
Commission No.: FF 935961



11/15/2019

TAMPA BID BOND  
Contract 17-C-00017; Citywide Bridge Rehabilitation - Minor Repairs FY17

KNOW ALL MEN BY THESE PRESENTS, that we, Tampa Bay Marine, Inc.

(hereinafter called the Principal) and Lexon Insurance Company

(hereinafter called the Surety) a Corporation chartered and existing under the laws of the State of Texas, with its principal offices in the City of Mt. Juliet, TN, 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-00017, Citywide Bridge Rehabilitation - Minor Repairs FY17.

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 31st day of October, 2017.

Principal

Tampa Bay Marine, Inc.

BY Juan Calves

TITLE Juan Calves Vice President

Lexon Insurance Company

BY Brett Rosenhaus

TITLE FL Licensed Agent & Attorney-in-Fact

Brett Rosenhaus

Producing Agent

1000 Central Ave, Suite 200

St. Petersburg, FL 33705

Producing Agent's Address

Nielson, Wojtowicz, Neu & Associates

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

LX-301140

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Brett Rosenhaus its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$5,000,000.00, Five Million dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.

LEXON INSURANCE COMPANY



BY [Signature] David E. Campbell President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR Notary Public- State of Tennessee Davidson County Mv Commission Expires 07-08-19

BY [Signature] Amy Taylor Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 31st Day of OCTOBER, 20 17.



BY [Signature] Andrew Smith Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."



