

Bid
AGMT

RESOLUTION NO. 2019- 483

A RESOLUTION ACCEPTING THE PROPOSAL OF MCKENZIE CONTRACTING LLC, PERTAINING TO CONTRACT 19-C-00006; WEST TAMPA BAY BOULEVARD LINEAR PARK, IN THE AMOUNT OF \$1,393,000; AUTHORIZING THE EXECUTION OF THE CONTRACT BY THE MAYOR OF THE CITY OF TAMPA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 5, 2019, the Mayor received bids, tabulation of such bids being hereto attached for informational purposes, for the construction of West Tampa Bay Boulevard Linear Park, and recommends to this Council that the proposal of Mckenzie Contracting LLC, 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 Mckenzie Contracting LLC, in the total amount of \$1,393,000 for construction of the West Tampa Bay Boulevard Linear Park, 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.

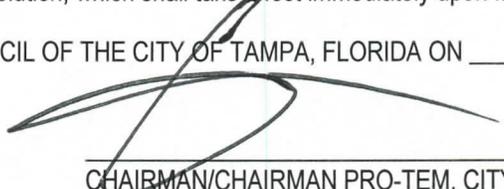
Section 5. Any and all technical errors, informalities and irregularities in the proposal of the Contractor are hereby waived.

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 resolution provides for the construction of a linear park and streetscape for the Drew Park Community Redevelopment Area (CRA) within the Drew Park CRA 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 JUN 27 2019



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: Yes

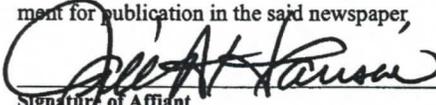
12019-22

Tampa Bay Times
Published Daily

STATE OF FLORIDA } ss
COUNTY OF Hillsborough County

Before the undersigned authority personally appeared **Jill Harrison** 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: CONTRACT: 18-C-00012** was published in **Tampa Bay Times: 11/9/18**, 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,



Signature of Affiant

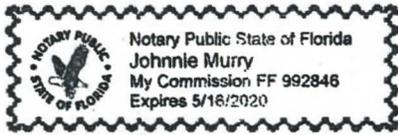
Sworn to and subscribed before me this 11/09/2018.



Signature of Notary Public

Personally known or produced identification

Type of identification produced _____



Sealed bids will be received by the City of Tampa Tampa no later than 1:30 p.m. on December 11, 2018.
CONTRACT NO.: 18-C-00012; HFC AWTP Administration Building Air Treatment System - Sheltered Market
EST.: \$150,000 **PRE-BID CONF.:** Nov 27, 2018, 10:30 a.m. **CONTRACT NO.:** 19-C-00002; Wastewater Collection System Repair - FY19 **EST.:** \$1,500,000 **PRE-BID.:** Nov 27, 2018, 2:00 p.m.
CONTRACT NO.: 19-C-00006; West Tampa Bay Boulevard Linear Park **EST.:** \$1,100,000 **PRE-BID.:** Nov 27, 2018, 2:30 p.m. Documents may be downloaded from www.demandstar.com or <http://www.tampagov.net/contract-administration/programs/construction-project-bidding>.
Email Questions to: contractadministration@tampagov.net.
(709075) 11/09/2018

**City of Tampa
BID TABULATION**

Contract 19-C-00006; West Tampa Bay Boulevard Linear Park RE-BID

Bid Opening - March 05, 2019

Posted March 05, 2019 (Updated March 07, 2019)

CONTRACTOR	TOTAL BID AMOUNT
McKenzie Contracting LLC	\$1,393,000.00
BUN Construction Company, Inc	\$1,495,073.00
D & M Construction Group, Inc	\$1,717,895.53 *
Ajax Paving Industries of Florida, LLC	\$2,350,666.00

* 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

Contract 19-C-00006; WEST TAMPA BAY BOULEVARD LINEAR PARK RE-BID

PROPOSAL

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

Legal Name of Bidder: McKenzieContracting LLC

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: P.O Box 47115 Tampa Fl. 33646

Bidder's Federal Employee Identification No. (FEI/EIN): 46-3561860

Bidder's License No.: CUC1225386 Bidder's FDOS (SUNBIZ) Doc. No.: _____
(See Ch. 489, FS; use entity's, individual's only if applicable)

Bidder Contact Name**: Oliver D. Fernandez Jr. Email: dan.fernandez@mckenziecontractingllc.com Phone: 813-454-4429

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.



Good Faith Effort Compliance Plan Guidelines
for Women/Minority Business Enterprise/Small Local Business Enterprise Participation
City of Tampa - Equal Business Opportunity Program
(MBD Form 50 - detailed instructions on page 2 of 2)

Contract Name **West Tampa Bay Boulevard Linear Park Re-Bid** Bid Date **March 5, 2019**
Bidder/Proposer **McKenzie Contracting LLC**

Signature _____

Date **3/5/19**

Name **Oliver D. Fernandez Jr.**

Title **Owner / Member**

The Compliance Plan with attachments is a true account of Good Faith Efforts (GFE) made to achieve the participation goals as specified for Women/Minority Business Enterprises/Small Local Business Enterprises (WMBE/SLBE) on the referenced contract:

The WMBE/SLBE participation **Goal is Met or Exceeded**. See DMI Forms 10 and 20 which accurately report **all subcontractors solicited and all subcontractors to-be-utilized**.

The WMBE/SLBE participation **Goal is Not Achieved**. The following list is an overview of the baseline GFE action steps already performed. Furthermore, it is understood that these GFE requirements are weighted in the compliance evaluation based on the veracity and demonstrable degree of documentation provided with the bid/proposal:

(Check applicable boxes below. Must enclose supporting documents accordingly with remarks)

- (1) Solicited through reasonable and available means the interest of WMBE/SLBEs that have the capability to perform the work of the contract. The Bidder or Proposer must solicit this interest within sufficient time to allow the WMBE/SLBEs to respond. The Bidder or Proposer must take appropriate steps to follow up initial solicitations with interested WMBE/SLBEs. See DMI report forms for subcontractors solicited. See enclosed supplemental data on solicitation efforts. Qualifying Remarks:
- (2) Provided interested WMBE/SLBEs with adequate, specific scope information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner to assist them in responding to the requested-scope identified by bidder/proposer for the solicitation. See enclosed actual solicitations used. Qualifying Remarks:
- (3) Negotiated in good faith with interested WMBE/SLBEs that have submitted bids (e.g. adjusted quantities or scale). Documentation of negotiation must include the names, addresses, and telephone numbers of WMBE/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 WMBE/SLBEs to perform the work. Additional costs involved in soliciting and using subcontractors is not a sufficient reason for a bidder/proposer's failure to meet goals or achieve participation, as long as such costs are reasonable. Bidders are not required to accept excessive quotes in order to meet the goal. DMI Utilized Forms for sub-(contractor/consultant) reflect genuine negotiations This project is an RFQ/RFP in nature and negotiations are limited to clarifications of scope/specifications and qualifications. See enclosed documentation. Qualifying Remarks:
- (4) Not rejecting WMBE/SLBEs as being unqualified without justification based on a thorough investigation of their capabilities. The WMBE/SLBEs standing within its industry, membership in specific groups, organizations / associations and political or social affiliations are not legitimate causes for rejecting or not soliciting bids to meet the goals. Not applicable. See attached justification for rejection of a subcontractor's bid or proposal. Qualifying Remarks:
- (5) Made scope(s) of work available to WMBE/SLBE subcontractors and suppliers; and, segmented portions of the work or material consistent with the available WMBE/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. Qualifying Remarks:
- (6) Made good faith efforts, despite the ability or desire of Bidder/Proposer to perform the work of a contract with its own forces/organization. A Bidder/Proposer who desires to self-perform the work of a contract must demonstrate good faith efforts if the goal has not been met. Sub-Contractors were not prohibited from submitting bids/proposals and were solicited on work typically self-performed by the prime. Qualifying Remarks:
- (7) Segmented portions of the work to be performed by WMBE/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 (quantities/scale) to facilitate WMBE/SLBE participation, even when the Bidder/Proposer 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/proposals and were solicited on work typically self-performed by the prime. See enclosed comments. Qualifying Remarks:
- (8) Made efforts to assist interested WMBE/SLBEs in obtaining bonding, lines of credit, or insurance as required by the city or contractor. See enclosed documentation on initiatives undertaken and methods to accomplish. Qualifying Remarks:
- (9) Made efforts to assist interested WMBE/SLBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, including participation in an acceptable mentor-protégé program. See enclosed documentation of initiatives and/or agreements. Qualifying Remarks:
- (10) Effectively used the services of the City and other organizations that provide assistance in the recruitment and placement of WMBE/SLBEs. See enclosed documentation. The following services were used:

Note: Provide any unsolicited information that will support the Bid/RFP Compliance Evaluation. Named Documents Are:

Contract 19-C-00006
WEST TAMPA BAY BOULEVARD LINEAR PARK RE-BID

ITEM #	DESCRIPTION	UNITS	EST QTY	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL
0101 1	MOBILIZATION	LS	1	seventy thousand	\$70,000.00	\$70,000.00
0102 1	MAINTENANCE OF TRAFFIC	LS	1	seventy thousand	\$70,000.00	\$70,000.00
0999 25	CONTINGENCY	LS	1	fourty five thousand	\$45,000.00	\$45,000.00
0102 60	WORK ZONE SIGN	ED	2,000	one dollar and twenty five cents	\$1.25	\$2,500.00
0102 74 1	CHANNELIZING DEVICE - TYPE I / II / DI / VP / DRUM / LCD	ED	4,000	two dollars and fifty cents	\$2.50	\$10,000.00
0102 74 2	CHANNELIZING DEVICE - TYPE III (6)	ED	800	five dollars	\$5.00	\$4,000.00
0102 99	PORTABLE CHANGEABLE MESSAGE SIGN	ED	28	three hundred and fifty dollars	\$350.00	\$9,800.00
0104 11	FLOATING TURBIDITY BARRIER	LF	94	fifteen dollars	\$15.00	\$1,410.00
0104 15	SOIL TRACKING PREVENTION DEVICE	EA	1	seven thousand five hundred	\$7,500.00	\$7,500.00
0104 18	INLET PROTECTION SYSTEM	EA	22	two hundred and seventy five	\$275.00	\$6,050.00
0107 1	LITTER REMOVAL	AC	10	two hundred and fifty	\$250.00	\$2,500.00
0107 2	MOWING	AC	10	seven hundred and fifty	\$750.00	\$7,500.00
0110 1 1	CLEARING & GRUBBING	AC	3	three thousand	\$3,000.00	\$9,000.00
0100 2 2	SELECTIVE CLEARING & GRUBBING (TREES TO REMAIN)	AC	0.16	seven thousand	\$7,000.00	\$1,120.00
0110 4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	300	eighty five dollars	\$85.00	\$25,500.00
0120 1	REGULAR EXCAVATION	CY	749	fifteen dollars	\$15.00	\$11,235.00
0285706	OPTIONAL BASE (GROUP 06)	SY	20	fifty dollars	\$50.00	\$1,000.00
0334 1 13	SUPERPAVE ASPHALTIC CONC. TRAFFIC C	TN	2.2	one thousand dollars	\$1,000.00	\$2,200.00
0337 7 80	ASPHALTIC CONC. FRICTION COURSE C (FC-9.5 / PG76-22)	TN	1.1	one thousand dollars	\$1,000.00	\$1,100.00
W425-1	INLETS, COT CURB, TYPE BV-1, <10'	EA	1	six thousand five hundred	\$6,500.00	\$6,500.00
W425-2	INLETS, COT CURB, TYPE BS-1, <10'	EA	2	six thousand five hundred	\$6,500.00	\$13,000.00
W425-3	INLETS, COT CURB, TYPE BR-II, <10'	EA	1	six thousand five hundred	\$6,500.00	\$6,500.00
W425-4	INLETS, DT BOT, TYPE E, <10'	EA	2	five thousand five hundred	\$5,500.00	\$11,000.00
W425-5	INLETS, DT BOT, TYPE T, <10'	EA	1	five thousand five hundred	\$5,500.00	\$5,500.00
W425-6	INLETS, DT BOT, TYPE H, <10'	EA	5	seven thousand five hundred	\$7,500.00	\$37,500.00
W425-7	MANHOLES, P-7, <10'	EA	2	five thousand five hundred	\$5,500.00	\$11,000.00
O430175124	24" ROUND PIPE CULVERT	LF	60	forty five dollars	\$45.00	\$2,700.00

*

0430175142	42" ROUND PIPE CULVERT	LF	524	eighty five dollars	\$85.00	\$44,540.00
0430175215	15" ELLIPTICAL PIPE CULVERT	LF	195	forty five dollars	\$45.00	\$8,775.00
0430175230	30" ELLIPTICAL PIPE CULVERT	LF	275	seventy five dollars	\$75.00	\$20,625.00
0430175242	42" ELLIPTICAL PIPE CULVERT	LF	121	ninety dollars	\$90.00	\$10,890.00
0430984123	15" MITERED END SECTION	EA	2	one thousand eight hundred	\$1,800.00	\$3,600.00
0515 1 1	PIPE HANDRAIL	LF	105	seventy seven dollars	\$77.00	\$8,085.00
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	2,050	twenty five dollars	\$25.00	\$51,250.00
0520 1 11	CONCRETE CURB & GUTTER, DROP CURB	LF	778	twenty two dollars	\$22.00	\$17,116.00
0520 2 4	CONCRETE CURB & GUTTER, TYPE D	LF	937	twenty two dollars	\$22.00	\$20,614.00
0522 1	4" CONCRETE SIDEWALK AND DRIVEWAY	SY	2,160	forty five dollars	\$45.00	\$97,200.00
0522 2	6" CONCRETE SIDEWALK AND DRIVEWAY	SY	60	seventy dollars	\$70.00	\$4,200.00
0527 2	DETECTABLE WARNINGS	SF	270	fifty five dollars	\$55.00	\$14,850.00
0570 1 2	SOD	SY	16,300	four dollars and fifty cents	\$4.50	\$73,350.00
0700 1 11	SINGLE SIGN POST, F&I GROUND MOUNT (UP TO 12 SF)	AS	7	two hundred fifty five dollars	\$255.00	\$1,785.00
0700 1 50	SINGLE SIGN POST, RELOCATE	AS	4	one hundred fifty dollars	\$150.00	\$600.00
0700 1 6	SINGLE SIGN POST, REMOVE	AS	8	twenty five dollars	\$25.00	\$200.00
0706 3	RETRO-REFLECTIVE PAVEMENT MARKERS	EA	8	seven dollars and fifty cents	\$7.50	\$60.00
0711 11123	THERMOPLASTIC, STANDARD WHITE, SOLID, 12"	LF	340	two dollars and sixty four cents	\$2.64	\$897.60
0711 11125	THERMOPLASTIC, STANDARD WHITE, SOLID, 24"	LF	20	five dollars and thirty cents	\$5.30	\$106.00
0711 11160	THERMOPLASTIC, STANDARD WHITE, MESSAGE/SYMBOL	EA	1	four hundred fifty dollars	\$450.00	\$450.00
0711 14125	THERMOPLASTIC, PREFORMED WHITE, SOLID, 24"	LF	242	thirty dollars	\$30.00	\$7,260.00
0711 15101	THERMOPLASTIC, STANDARD OPEN GRADED ASPH. SURFACE,	GM	0.223	fifteen thousand dollars	\$15,000.00	\$3,345.00
0711 15201	THERMOPLASTIC, STANDARD OPEN GRADED ASPH.	GM	0.026	twelve thousand three hundred	\$12,300.00	\$319.80
0711 11421	THERMOPLASTIC, STANDARD BLUE, SOLID, 6"	LF	74	six dollars and seventy cents	\$6.70	\$495.80
0630 2 11	F&I CONDUIT (OPEN TRENCH)	LF	2,585	eleven dollars and fifteen cents	\$11.15	\$28,822.75
0630 2 12	F&I CONDUIT (DIRECTIONAL BORE)	LF	286	thirty eight dollars	\$38.00	\$10,868.00
0635 2 11	F&I PULL & SPLICE BOX, 13"X24" COVER SIZE	EA	39	one thousand one hundred twenty three dollars and fifty six cents	\$1,123.56	\$43,818.84

0715 1 12	F&I LIGHTING CONDUCTORS, INSULATED, NO. 8 - 6	LF	10,701	three dollars and forty three cents	\$3.43	\$36,704.43
0715 7 11	F&I SECONDARY VOLTAGE, LOAD CENTER	EA	1	ten thousand eight hundred nineteen dollars and ninety cents	\$10,819.90	\$10,819.90
0715500 1	POLE CABLE DISTRIBUTION SYSTEM, CONVENTIONAL	EA	33	nine hundred three dloears and seveny six	\$903.76	\$29,824.08
715 999	LIGHT POLE, LANDSCAPE FORMS, LEO, 12 FT, 22" DOME	EA	33	eight thousand eight hundred thirty one dollars and sixty cents	\$8,831.60	\$291,442.80
0580 1 2	LANDSCAPE - LARGE PLANTS	LS	1	fifty five thousand	\$55,000.00	\$55,000.00
0590 70	IRRIGATION SYSTEM	LS	1	forty eight thousand	\$48,000.00	\$48,000.00
W524-1	BENCHES	EA	12	one thousand five hundred ninety five	\$1,595.00	\$19,140.00
W524-2	BICYCLE RACKS	EA	2	one thousand three hundred twenty five	\$1,325.00	\$2,650.00
W524-3	TRASH RECEPTACLES	EA	4	six hundred	\$600.00	\$2,400.00
W524-4	PICNIC TABLES	EA	2	one thousand eight hundred fifty	\$1,850.00	\$3,700.00
998 1	HISTORIC MEMORABILIA (PAVEMENT STAMPS AND HISTORIC	LS	1	seven thousand five hundred	\$7,500.00	\$7,500.00
2107W	F&I 10" DIP (W/ POLYWRAP)	LF	26	seventy five dollars	\$75.00	\$1,950.00
2501W	REMOVE 4"-12" DIAMETER ABANDONED PIPE	LF	26	thirty dollars	\$30.00	\$780.00
3003W	F&I 10" WEDGE-ACTION OR FLANGE RESTRAINT	EA	10	two hundred seventy five	\$275.00	\$2,750.00
3043W	F&I 10" BELL OR MECHANICAL JOINT RESTRAINT (ON EXISTING	EA	4	two hundred seventy five	\$275.00	\$1,100.00
3073W	F&I 10" PUSH-ON RESTRAINT GASKET	EA	2	one hundred seventy five	\$175.00	\$350.00
4013W	F&I 10" DIP MJ BEND, SLEEVE (POLYWRAPPED) & RESTRAINT	EA	6	three hundred seventy five	\$375.00	\$2,250.00
6206W	F&I 10" LINE STOP (ON EXISTING WATER MAIN)	EA	1	ten thousand	\$10,000.00	\$10,000.00
9900W	EXPLORATORY PIT	EA	1	five thousand five hundred	\$5,500.00	\$5,500.00
9910W	VALVE BOX, ADJUSTMENT OR REMOVAL	EA	4	five hundred fifty	\$550.00	\$2,200.00
1050 18002	UTILITY PIPE, PLUG & PLACE OUT OF SERVICE, 2-4.9"	LF	38	seventy five dollars	\$75.00	\$2,850.00
1050 18004	UTILITY PIPE, PLUG & PLACE OUT OF SERVICE, 8-19.9"	LF	10	eighty five dollars	\$85.00	\$850.00
				TOTAL		\$1,393,000.00

Contract 19-C-00006; WEST TAMPA BAY BOULEVARD LINEAR PARK RE-BID

Computed Total Price in Words: One million three hundred ninety three dollars and no cents
 _____ dollars and _____ cents.

Computed Total Price in Figures: \$ 1,393,000.00

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 ___ #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>1:4 slope</u>	<u>LF</u>	<u>1,200</u>	<u>\$5.00</u>	<u>\$6,000.00</u>
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
Total Cost: \$					_____

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: McKenzie Contracting LLC

Authorized Signature: _____

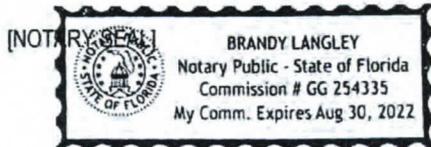
Signer's Printed Name: Oliver D. Fernandez Jr.

Signer's Title: Owner / Member

STATE OF Florida
 COUNTY OF Hillsborough

For an entity: The forgoing instrument was sworn (or affirmed) before me this 4 day of March, 2019 by McKenzie Contracting as Oliver D Fernandez Jr of McKenzie Contracting, 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 _____ day of _____, 20____ by _____, who is personally known to me or produced a/n _____ state driver's license as identification.



Notary Public, State of _____
 Notary Printed Name: _____
 Commission No.: _____
 My Commission Expires: _____

TAMPA BID BOND
Contract 19-C-00006; WEST TAMPA BAY BOULEVARD LINEAR PARK RE-BID

KNOW ALL MEN BY THESE PRESENTS, that we, _____
McKenzie Contracting, LLC

(hereinafter called the Principal) and American Contractors Indemnity Company

(hereinafter called the Surety) a Corporation chartered and existing under the laws of the State of California, with its principal offices in the City of Los Angeles, 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 19-C-00006, WEST TAMPA BAY BOULEVARD LINEAR PARK.

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 5th day of March, 2019.

Principal

McKenzie Contracting, LLC

BY 

TITLE Oliver D. Fernandez, Managing Member

BY _____

TITLE _____

(SEAL)

American Contractors Indemnity Company

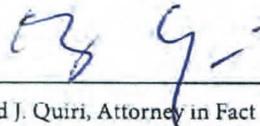
Producing Agent - Surety

801 S Figueroa St., Suite 700, Los Angeles, CA 90017

Producing Agent's Address

CCI Surety, Inc.

Name of Agency


Bradford J. Quiri, Attorney in Fact

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

KNOW ALL MEN BY THESE PRESENTS That we, _____

McKenzie Contracting, LLC
(Name of Contractor)

as Principal, hereinafter called CONTRACTOR, of the State of Florida, and

American Contractors Indemnity Company (Name of Surety)

a corporation organized and existing under and by virtue of the laws of the State of California, and regularly authorized to do business in the State of Florida, as SURETY, are held and firmly bound unto the City of Tampa, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter called Owner, in the penal sum of Ninety Thousand Dollars and No/100 Cents (\$ 90,000.00), lawful money of the United States of America, for the payment whereof well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated March, 5th, 2019, between Principal and Owner for construction of West Tampa Bay Boulevard Linear Park; RE-BID; Contract No. 19-C-00006, the contract being made a part of this bond by reference, in the time and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1) (Section 713.01), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Contractor and Surety acknowledge that the Work for which this bond has been issued may be one of several such contract documents for a group of projects. This bond does not secure covenants to pay for or to perform design services survey or program management services. The Owner/Obligee is expected to reasonably account for damages that are caused to Owner with respect to Principal's (Contractor's) default in performance of the scope of the Work incorporated by reference into the bond, and notwithstanding any contractual or common law remedy permitted to Owner as against Contractor, the obligation of Surety for any damages under this bond shall be determined by the cost of completion of the Work less the contract balance unpaid upon default of Contractor for the Work plus liquidated damages at the rate of \$500.00 per day for delays by the Contractor and/or Surety in reaching substantial completion.
6. The notice requirements for claimants and conditions for entitlement to payment set forth in Section 255.05, Fla. Stat. and the limitations period to actions upon Section 255.05, Fla. Stat. bonds apply to claimants seeking payment from surety under this bond. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05, Florida Statutes.
7. The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the contract documents or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to Work or to the specifications.



TOKIOMARINE
HCC

POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jeremy Crawford or Bradford J. Quiri of Tampa, Florida

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, 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 to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Three Million***** Dollars (***\$3,000,000.00***) . This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary 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:

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 or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, 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 binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and 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 signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California
County of Los Angeles



By: [Signature]
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty 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; 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 Los Angeles, California this 5th day of March, 2019.

Corporate Seals
Bond No. 1001074848-11
Agency No. 17595



[Signature]
Kio Lo, Assistant Secretary



Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive

**Page 1 of 4 – DMI Solicited/Utilized Schedules
City of Tampa – Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers)
(FORM MBD-10)**

Contract No.: 19-C-00006 Contract Name: West Tampa Bay Boulevard Linear Park Re-Bid
Company Name: McKenzie Contracting LLC Address: 7712 E. Broadway Ave. Tampa Fl. 33619
Federal ID: 46-3561860 Phone: 813-454-4429 Fax: _____ Email: dan.fernandez@mckenziecontractingllc.com

Check applicable box(es). Detailed Instructions for completing this form are on page 2 of 4.

No Firms were contacted or solicited for this contract.

No Firms were contacted because: _____

See attached list of additional Firms solicited and all supplemental information (List must comply to this form)

Note: Form MBD-10 must list ALL subcontractors solicited including Non-minority/small businesses

NIGP Code Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
593571944	Denson Construction Inc. 4270 Holden Rd. Lakeland Fl. 33811	BF / BM	914	E	N
760254393	AAJ Lawncare Services, Inc. 3716 E. Idlewild Ave. Tampa, Fl. 33610	BF / BM	914	E	N
611241291	TCC Entrprise Inc. 3902 Powhatan Ave. Tampa, Fl. 33610	BF / BM	914	E	N
043689273	All In One electric Inc. 1201 W. Waters Ave. Tampa, Fl. 33604	BF / RM	914	E	N
593112879	Safety Zone Specialist Inc. 8341 Epicenter Blvd. Lakeland Fl. 33809	CF / CM	914	E	N

It is hereby certified that the information provided is an accurate and true account of contacts and solicitations for sub-contracting opportunities on this contract.

Signed:  Name/Title: Oliver D. Fernandez Jr. Owner/Member Date: 3/5/19

**Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive
Forms must be included with Bid / Proposal**



CITY OF TAMPA

Bob Buckhorn, Mayor

Office of the Chief of Staff

Minority and Small Business Development

DATE: March 18, 2019
 TO: Michael Chucran, Director, Contract Administration Department
 FROM: Gregory K. Hart, MBD Manager
 RE: EBO Bid Compliance Evaluation - GFCEP Solicitation and Utilization Audit

PROJECT: 19-C-00006 West Tampa Bay Boulevard Linear Park
LOW BIDDER: McKenzie Contracting, LLC (Certified MBE/SLBE)
BID AMOUNT: \$1,393,000.00

U-WMBE (BBE) and SLBE Subcontract Goal: 30.0%
U-WMBE/SLBE Goal Attainment: 30.0%
Good Faith Effort Compliance: Sufficient (Met Goal)

The Minority and Small Business Development Office evaluated the Good Faith Effort Compliance Plan (GFCEP) submitted by the low bidder, McKenzie Contracting, LLC and determined they complied with the requirements of the Equal Business Opportunity Program (EBO) at the time of bid by having performed meaningful action steps to (a) identify and (b) directly solicit Underutilized-WMBE (BBE) and SLBE eligible companies to quote divisions of work commensurate with the participation goal. The project goal was narrowly-tailored on the basis of seven (7) out of eight (8) subcontract categories wherein the requisite, eligible U-WMBE/SLBE companies represented a minimum availability group of seventy (70+) firms, within an overall availability group of one-hundred (100+) available COT certified companies by subcontract tasks.

NOTE: The subcontract goal is narrowly-tailored (per policy) to target underutilization of affected groups in specific trade/industry categories. Any WMBE/SLBE achievement that was not a variable in calculation of the narrowly-tailored goal is considered ancillary. Ancillary participation cannot be credited toward meeting the narrowly-tailored goal, but may count toward the bidder's overall project participation when GFCEP criteria for the underutilized group are met.

Compliance Statement: Total U-WMBE/SLBE goal participation is 30.0% representing BBE (African American Enterprise). McKenzie Contracting, LLC is a City of Tampa certified MBE Company.

U-WMBE/SLBE Subcontract Goal Attainment

Certification Type	Classification	Classification	Totals
Dual Certified U-WMBE	BBE	SLBE	30.0%

Ancillary WMBE/SLBE Participation

Certification Type	Classification	Totals
WMBE	n/a	-0-

Gregory Hart

Gregory K. Hart, MPA, CPPA

GKH:RT

306 E. Jackson St., 5N • Tampa, Florida 33602 • (813) 274-5522 • FAX: (813) 274-5544