

*Bid*

**A RESOLUTION ACCEPTING THE PROPOSAL OF GRANGER MAINTENANCE & CONSTRUCTION, INC. PERTAINING TO CONTRACT 14-C-00024; LINEBAUGH PUMPING STATION REHABILITATION - REBID, IN THE AMOUNT OF \$448,400; AUTHORIZING THE EXECUTION OF THE CONTRACT BY THE MAYOR OF THE CITY OF TAMPA; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, on June 30, 2015, the Mayor received bids, tabulation of such bids being hereto attached for informational purposes, for the construction of Linebaugh Pumping Station Rehabilitation - Rebid, rejected the first bidder for non-compliance with the Equal Business Opportunity Program, and recommends to this Council that the proposal of Granger Maintenance & Construction, 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 Granger Maintenance & Construction, Inc. in the total amount of \$448,400 for construction of the Linebaugh Pumping Station Rehabilitation - Rebid, 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. Funding for an award in the amount of \$448,400 for the Linebaugh Avenue Pumping Station Rehabilitation Project for the Wastewater Department is provided within the Wastewater Capital Construction Fund.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA ON NOV 05 2015

  
\_\_\_\_\_  
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

*12015-45*

**City of Tampa  
BID TABULATION**

**Contract 14-C-00024; Linebaugh Pumping Station Rehabilitation - Rebid**

**Bid Opening - June 30, 2015**

| <b>CONTRACTOR</b>                   | <b>TOTAL BID AMOUNT</b> |
|-------------------------------------|-------------------------|
| RTD Construction, Inc               | \$445,423.00            |
| John H Granger Maint & Const, Inc   | \$448,400.00            |
| JPR Universal Construction, LLC     | \$459,000.00            |
| Prime Construction Group, Inc       | \$469,845.00            |
| Carl Hankins, Inc                   | \$475,000.00            |
| Dallas 1 Construction & Development | \$509,395.00            |
| Secord Contracting, Corp            | \$748,847.00            |
|                                     |                         |
|                                     |                         |

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*

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

Contract 14-C-00024; Linebaugh Pumping Station Rehabilitation - Rebid

PROPOSAL

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

Name of Bidder John H. Granger Maint & Const. Inc.

Business Phone Number and Email Address (813) 759-1788 johnnygranger@grangermaint.com

Business Name and Mailing Address Granger Maint & Const. Inc. 611 E. Sam Allen Rd. Plant City, FL 33563

Phone Number and Name of Contact Regarding Permits (813) 478-4826 John H. Granger

Contractor/Qualifiers Name and Federal Identification Number John H. Granger 59-3344558

Date of Proposal 6/30/15

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

Names and Residential Addresses of Partners

\_\_\_\_\_  
\_\_\_\_\_

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

Organized under the laws of the State of Florida

Names and Address of President

John H. Granger  
1858 Crossroads Blvd. Winter Haven, FL 33881

Name and Address of Vice President

Kevin Granger  
5105 Forest Green Dr. Lakeland, FL 33811

Name and Address of Secretary

Cynthia R. Granger  
5105 Forest Green Dr. Lakeland, FL 33811

Names and Address of Treasurer

Lori Jeffcoat  
611 E. Sam Allen Rd. Plant City, FL 33563

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:

Contract 14-C-00024; Linebaugh Pumping Station Rehabilitation - Rebid

| Contract Item No. | Estimated Quantity | Description and Price in Words   | Computed Total Price for Item in Figures |
|-------------------|--------------------|--|--|
| BASE BID          | LS                 | <p>The work includes} furnishing all labor, materials and equipment to demolish the existing pumping station and install a new submersible pumping station including, but not limited to, wet well, two pumps, one manhole, approximately 80 lf of 8-inch dia. PVC pipe force main, 40 lf of 12-inch dia. PVC pipe gravity sewer, concrete driveway, electrical components, any allowances that may be listed in SP-60, and with all associated work required for a complete project in accordance with the Contract Documents</p> |  |
|                   |                    | <p><u>Four hundred forty</u><br/> <u>eight thousand four</u> <sup>hundred</sup> <u>dollars</u><br/>           and <u>00</u> cents</p>  |  |
|                   |                    | (BASE BID) LS  | \$ <u>448,400.00</u>                     |

Computed Total Price In Words:

Four hundred forty eight thousand four hundred dollars  
\_\_\_\_\_ dollars and 00 cents.

Computed Total Price in Figures: \$ 448,400.00

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>LF</u>                | <u>16</u>     | <u>108.00</u> | <u>1728.00</u> |
| B. | <u>Benching</u>                     | <u>LF</u>                | <u>14</u>     | <u>89.00</u>  | <u>1244.00</u> |
| C. | _____                               | _____                    | _____         | _____         | _____          |
| D. | _____                               | _____                    | _____         | _____         | _____          |

Total Cost \$ 2992.00

Signed John A. Strang

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

FCCI of Sarasota, FL  
(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 4/30/15, 2015

John H. Granger Maint & Const. Inc.  
(Name of Bidder)

611 E. Sam Allen Rd. Plant City, FL 33563  
(Address of Bidder)

John H. Granger  
(Signature)

Pres.  
(Title)

Where Bidder is a Corporation:

Attest:

Cynthia R. Granger  
Secretary

AFFIX  
CORPORATE  
SEAL

(ACKNOWLEDGMENT OF PRINCIPAL)

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

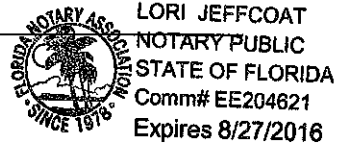
For a Corporation:

STATE OF FL  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 30<sup>th</sup> of June, 2015 by John H. Granger of Granger Maint + Const FL corporation, on behalf of the corporation. He/she is  personally known or has \_\_\_\_\_ produced \_\_\_\_\_ as identification.

Lori Jeffcoat  
Notary

My Commission Expires:



For an Individual:

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ of \_\_\_\_\_, 2015 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 \_\_\_\_\_, 2015 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-00024; Linebaugh Pumping Station Rehabilitation - Rebid

KNOW ALL MEN BY THESE PRESENTS, that we, Granger Maintenance & Construction, Inc.

(hereinafter called the Principal) and FCCI Insurance Company

(hereinafter called the Surety) a Corporation chartered and existing under the laws of the State of Florida, with its principal offices in the City of Sarasota, 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-00024, Linebaugh Pumping Station Rehabilitation - Rebid.

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 26th day of June, 2015.

Principal

Granger Maintenance & Construction, Inc.

BY John H. Granger

TITLE Pres.

BY Kel

FCCI Insurance Company

TITLE Kevin R. Wojtowicz, Attorney-in-Fact & FL Licensed Agent

(SEAL)

Kevin R. Wojtowicz

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.



More than a policy. A promise.

### GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Kevin R Wojtowicz, John R Neu, Glenn W Arvanitis, David R Turcios, Tracey C Brown-Boone

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$5,000,000): **\$5,000,000.00**

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 22<sup>ND</sup> day of September, 2011

Attest:

*Craig Johnson*  
Craig Johnson, President  
FCCI Insurance Company



*Thomas A. Koval*  
Thomas A. Koval Esq., EVP, Chief Legal Officer,  
Government Affairs and Corporate Secretary  
FCCI Insurance Company

State of Florida  
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2016

**ARLENE CUEMAN**  
Notary Public, State of Florida  
My Comm. Expires Sept. 25, 2016  
No. EE 213092

*Arlene Cueman*  
Notary Public

State of Florida  
County of Sarasota

Before me this day personally appeared Thomas A. Koval, Esq., who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2016

**ARLENE CUEMAN**  
Notary Public, State of Florida  
My Comm. Expires Sept. 25, 2016  
No. EE 213092

*Arlene Cueman*  
Notary Public

### CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 26 day of June, 2015

*Thomas A. Koval*  
Thomas A. Koval, Esq., EVP, Chief Legal Officer,  
Government Affairs and Corporate Secretary





# CITY OF TAMPA

Bob Buckhorn, Mayor

Office of the Chief of Staff

Minority and Small Business Development

DATE: October 9, 2015  
 TO: Michael Chucran, Director, Contract Administration Department  
 FROM: Gregory K. Hart, Minority Business Development Manager  
 RE: SLBE/WMBE Utilization & Solicitation Evaluation

PROJECT: 14-C-00024: Linebaugh Pumping Station Rehabilitation (Re-bid)  
 2<sup>nd</sup> LOW BIDDER: John J. Granger Maintenance & Construction, Inc.  
 BID AMOUNT: \$448,400.00

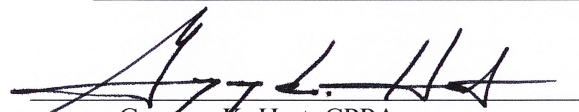
SLBE/Underutilized WMBE Subcontract Goal: 30.0%  
 SLBE/U-WMBE Goal Attainment: 31.1%  
 Good Faith Effort Compliance: SUFFICIENT – MET GOAL

The prime contractor (John J. Granger Maintenance & Construction Company) 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 31.1%, of which 0.16% represents WBE and 29.5% Non-Minority Small Business.

### Overall SLBE/U-WMBE Subcontract Goal Attainment

| Certification Type | Classification | Totals |
|--------------------|----------------|--------|
| DUAL               |                |        |
| SLBE/WMBE          | WBE = 0.16%    | 0.16%  |
| SLBE Only          |                | 29.5%  |

  
 Gregory K. Hart, CPPA

GKH:/GKS  
 Attachment

Cc: City Attorney (w/a)  
 Wastewater Department (w/a)