

Tampa Bay Times
Published Daily

STATE OF FLORIDA
COUNTY OF Hillsborough

City of Tampa
Contract: 20-C-00018 ; Riverwall
Plaza - ReBid: Deadline 1:30 PM,
6/14/22. Download Bid from
DemandStar.com or
tampagov.net/contract-
administration/programs/
construction-contract-bidding.
05/15/2022 (226791)

} ss

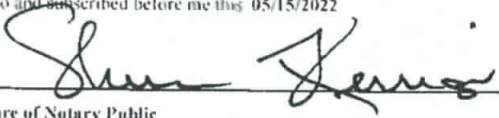
Before the undersigned authority personally appeared Jill Harrison who on
oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay
Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida,
that the attached copy of advertisement, being a Legal Notice in the matter **RE:
Contract: 20-C-00018** was published in said newspaper by print in the
issues of: 5/15/22 or by publication on the newspaper's website, if authorized,
011

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 nor 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 Affiant

Sworn to and subscribed before me this 05/15/2022



Signature of Notary Public

Personally known X or produced identification

Type of identification produced _____



**City of Tampa
BID TABULATION**

Contract: 20-C-00018; Riverwall Plaza – ReBid

Bid Opening - June 14, 2022

Posted June 14, 2022

CONTRACTOR	TOTAL BID AMOUNT
AGF Alliance Design & Construction, Inc.	\$323,535.00
Tampa Bay Construction & Engineering, Inc.	\$368,973.00

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*

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

PROPOSAL

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

Legal Name of Bidder: Tampa Bay Construction & Engineering, Inc.

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: 10503 Palm Cove Ave Tampa, FL 33647

Bidder's Federal Employee Identification No. (FEI/EIN): 59-3713572

Bidder's License No.: CGC060554 Bidder's FDOS (SUNBIZ) Doc. No.: _____
(See Ch. 489, FS; use entity's, individual's only if applicable)

Bidder Contact Name**: Ahmed M. Erchid Email: nerchid@gmail.com Phone: (813) 984-9898

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.

Contract Item No.	Unit	Estimated Quantity	Description and Price in Words	Computed Total Price for Item in Figures
ITEM 1	LS		The work includes furnishing all labor, equipment, and material for applying for and obtaining a Right-of-way Permit, dismantling existing plaza, construction of new plaza including supports and canopy for relocated artwork, site furnishings, sidewalk, enhanced crosswalks paving, lighting and all associated work required for a complete project.	

Three Hundred Thirty Eight
 Thousand Nine Hundred Seventy Three dollars
 and zero cents

			BASE BID	LS	\$ <u>338,973</u>
ITEM 2	LS	1	Contingency		\$ <u>30,000</u>
			TOTAL		\$ <u>368,973</u>

Computed Total Price in Words: Three Hundred Sixty Eight Thousand
Nine Hundred Seventy Three dollars and zero cents.

Computed Total Price in Figures: \$ 368,973.00

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 ___ #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>T-Box/Side Sloping</u>	<u>LF</u>	<u>100.00</u>	<u>1.00</u>	<u>100.00</u>
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
Total Cost: \$					<u>100.00</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 Const. & Engineering, Inc.
Authorized Signature: _____
Signer's Printed Name: Ahmad M. Erchid
Signer's Title: President

STATE OF Florida
COUNTY OF Hillsborough

For an entity: The forgoing instrument was Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 14th day of June, 2022, by Ahmad M. Erchid as the President of Tampa Bay Const. & Engineering, Inc., a/n Partnership Joint Venture LLC Corp Other: _____, on behalf of such entity. Such individual is Personally Known OR Produced Identification. Type of Identification Produced: FDX

For an individual: The forgoing instrument was Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20____, By _____, Such individual is Personally Known OR Produced Identification. Type of Identification Produced: _____

[NOTARY SEAL]

Notary Public, State of Florida
Notary Printed Name: JIHAN KHALIL
Commission No.: _____ * Commission # HH 217301
My Commission Expires: Expires January 29, 2028

TAMPA BID BOND
Contract 20-C-00018; Riverwall Plaza - ReBid

KNOW ALL MEN BY THESE PRESENTS, that we, Tampa Bay Construction & Engineering, Inc.

(hereinafter called the Principal) and Capitol Indemnity Corporation

(hereinafter called the Surety) a Corporation chartered and existing under the laws of the State of Wisconsin, with its principal offices in the City of Madison WI, 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 20-C-00018, Riverwall Plaza - 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 12th day of June, 2022.

Principal

Tampa Bay Construction & Engineering, Inc.

BY [Signature]

TITLE President
Capitol Indemnity Corporation, Surety

BY [Signature]

TITLE Attorney-in-fact and Florida
Licensed Resident Agent

(SEAL)



Kevin Wojtowicz
Producing Agent

1000 Central Ave #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.

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

CIC 1908523

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----- KEVIN WOJTOWICZ; DAVID R TURCIOS; LAURA D MOSHOLDER -----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00 -----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:

RJ Byrnes
Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer
Suzanne M Broadbent
Suzanne M. Broadbent
Assistant Secretary

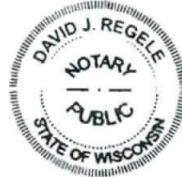


CAPITOL INDEMNITY CORPORATION

John L Sennott Jr
John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut, that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele
David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 15 day of June, 2022



Andrew B. Diaz-Matos
Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary



City of Tampa
Jane Castor, Mayor

Equal Business Opportunity

Gregory K. Hart, Manager

306 East Jackson Street, 3N
Tampa, Florida 33602

Office (813) 274-5522

Fax: (813) 274-5544

DATE: August 4, 2022
TO: Michael Chucran, Director, Contract Administration Department
FROM: Gregory K. Hart, Manager
RE: EBO Bid Compliance Evaluation - GFCEP Solicitation and Utilization Audit

PROJECT: 20-C-00018 Riverwall Plaza - Rebid
2nd LOW BIDDER: Tampa Bay Construction & Engineering, Inc (certified SLBE)
BID AMOUNT: \$368,973.00

U-WMBE (BBE) and SLBE Subcontract Goal: 20.0%
U-WMBE/SLBE Goal Attainment: 20.0%
Good Faith Effort Compliance: Compliant-Met Requirements

The Equal Business Opportunity Office evaluated the Good Faith Effort Compliance Plan (GFCEP) submitted by 2nd Low Bidder Tampa Bay Construction & Engineering, Inc and determined they complied with the requirements of the Equal Business Opportunity Program (EBO) at time of bid by having performed meaningful action steps to (a) identify and (b) directly solicit Underutilized-WMBE and SLBE eligible companies to quote divisions of work commensurate with the participation goal. The project goal was narrowly tailored based on five (5) out of eleven (11) subcontract categories wherein the requisite, eligible U-WMBE and SLBE companies represented a minimum availability group of fifty (50+) firms, within an overall availability group of one hundred sixty (160+) 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.

U-WMBE/SLBE Subcontract Goal Attainment

Certification Type	Classification	Classification	Totals
U-WMBE/ SLBE	BBE = 9.58%	HBE = 10.44%	20%

Ancillary Participation

Certification Type	Classification	Totals
WMBE	n/a	n/a

Compliance Statement: EBO participation is 100% total contract of which subcontracting is 20% representing BBE = 9.58% and HBE = 10.44%. The prime contractor is a City of Tampa certified SLBE (non-minority).

Gregory Hart
Gregory K. Hart, MPA, CPPA

GKH:/RT