

*Bid*

RESOLUTION NO. 2017- 638

CAD/vm

**A RESOLUTION ACCEPTING THE PROPOSAL OF INNOVATIVE MASONRY RESTORATION LLC PERTAINING TO CONTRACT 16-C-00032; DAVID L. TIPPIN WATER TREATMENT FACILITY FILTER BUILDING STRUCTURAL REHABILITATION - REBID-3, IN THE AMOUNT OF \$247,455; AUTHORIZING THE EXECUTION OF THE CONTRACT BY THE MAYOR OF THE CITY OF TAMPA; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, on June 20, 2017, the Mayor received bids, tabulation of such bids being hereto attached for informational purposes, for the construction of David L. Tippin Water Treatment Facility Filter Building Structural Rehabilitation - Rebid-3, and recommends to this Council that the proposal of Innovative Masonry Restoration 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 Innovative Masonry Restoration LLC in the total amount of \$247,455 for construction of the David L. Tippin Water Treatment Facility Filter Building Structural Rehabilitation - Rebid-3, 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 this award in the amount of \$247,455 is available in the D. L. Tippin Filter Building Structural & Facade Rehabilitation Project within the Water – Renewal and Replacement Fund.

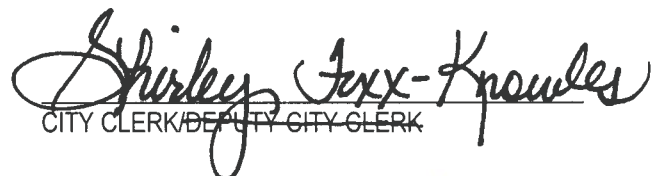
Section 8. Other proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA ON AUG 03 2017.

  
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

*42017-21*

**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 16-C-00032**, was published in **Tampa Bay Times: 5/18/17**. 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 05/18/2017.

  
Signature of Notary Public

Personally known ☒ or produced identification

Type of identification produced



Sealed bids will be received by the City of Tampa no later than 1:30 p.m. June 20, 2017 for the following Project(s):  
**CONTRACT NO.:** 16-C-00032;  
David L. Tippin Water Treatment Facility Filter Building Structural Rehabilitation - Rebid 3  
**ESTIMATE:** \$260,000 **PRE-BID CONF.:** 2pm Tuesday, June 6, 2017  
**CONTRACT NO.:** 17-C-00020;  
Howard F. Curren Filter Building Motor Center Replacement - Bldg. 1 MCC 58  
**ESTIMATE:** \$600,000 **PRE-BID CONFERENCE:** 10am Tuesday, June 6, 2017, 10am, AWTP Maintenance Bldg. Training Room, 2700 Maritime Blvd., Tampa, FL 33605.  
Bids will be opened in the 4th Floor N. Conf. Room, TMOB, 306 E. Jackson St., Tampa, FL 33602. Pre-Bid Conference is held at the same location unless otherwise indicated. Downloaded Documents at [www.demandstar.com](http://www.demandstar.com), or [tampagov.net/contract-administration](http://tampagov.net/contract-administration).  
**Email Questions to:**  
[contractadministration@tampagov.net](mailto:contractadministration@tampagov.net).  
(476331) 5/18/2017

**City of Tampa**  
**BID TABULATION**  
**Contract 16-C-00032; David L. Tippin WTF Filter Building Structural**  
**Rehabilitation – Rebid-3**  
**Bid Opening - June 20, 2017**

Posted June 20, 2017

<b>CONTRACTOR</b>	<b>TOTAL BID AMOUNT</b>
Innovative Masonry Restoration LLC	\$247,455.00
Restocon Corporation	\$298,820.00

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



ALB

PROPOSAL

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

Legal Name of Bidder: Innovative Masonry Restoration 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: 16264 Lakeside Avenue SE, Prior Lake MN 55372

Bidder's Federal Employee Identification No. (FEI/EIN): 46-4320585

Bidder's License No.: CGC1523165

Bidder's FDOS (SUNBIZ) Doc. No.: \_\_\_\_\_

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

Bidder Contact Name\*\*: Jim Dolby Email: jim@imrestoration.com Phone: ( 612 ) 548-5589

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	Approx. Quantity	Unit Price in Words	Unit Price	Total Computed Price
1.1	Project Mobilization / General Conditions / Permits	L.S.	1	forty-two thousand, and three hundred	\$ 42,300.-	\$ 42,300.-
2.3	Partial Depth Concrete Floor Repair	S.F.	10	Eighty's 100 pounds	\$ 80.-	\$ 800.-
3.1	Overhead Partial Depth Concrete Repair	S.F.	25	ONE HUNDRED SIXTY FIVE'S 100 POUNDS	\$ 165.-	\$ 4,125.-
3.5	Concrete Floor Beam Repair	S.F.	15	ONE HUNDRED SEVENTY'S 100 POUNDS	\$ 170.-	\$ 2,550.-
3.6	Exterior Concrete Beam Repair	L.S.	1	SIXTY FOUR THOUSAND ONE HUNDRED FIFTY 100'S	\$ 64,150.-	\$ 64,150.-
4.1	Concrete Wall Repair	S.F.	70	ONE HUNDRED FIVE'S 100 POUNDS	\$ 105.-	\$ 7,350.-
7.5	Cove Sealant	L.S.	1	FOUR THOUSAND EIGHT HUNDRED SEVENTY TWO'S	\$ 4,872.-	\$ 4,872.-
7.6	Epoxy Injection	L.F.	50	THIRTY ONE'S 100 POUNDS	\$ 31.-	\$ 1,550.-
7.8	Exterior Beam Coating	L.S.	1	THIRTEEN THOUSAND FIVE HUNDRED FIFTY'S 100 POUNDS	\$ 13,500.-	\$ 13,500.-
7.9	Wall/ Ceiling Coating Replacement	L.S.	1	FOURTY SEVEN THOUSAND THREE HUNDRED FORTY'S 100 POUNDS	\$ 47,363.-	\$ 47,363.-
8.6	Plaster Replacement	S.F.	1,000	TWENTY TWO'S 100 POUNDS	\$ 22.-	\$ 22,000.-
10.1	Cast Stone Restoration	L.S.	1	THIRTEEN THOUSAND TWO HUNDRED FIFTY FIVE'S 100 POUNDS	\$ 13,295.-	\$ 13,295.-
	CONTINGENCY	L.S.	1	Twenty Three Thousand Six Hundred Dollars and No Cents	\$ 23,600.00	\$ 23,600.00





TAMPA BID BOND

Contract 16-C-00032; David L. Tippin Water Treatment Facility Filter Building Structural Rehabilitation - Rebid-3

KNOW ALL MEN BY THESE PRESENTS, that we, Innovative Masonry Restoration LLC

(hereinafter called the Principal) and Granite Re, Inc.

(hereinafter called the Surety) a Corporation chartered and existing under the laws of the State of Oklahoma, with its principal offices in the City of Oklahoma City, 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 16-C-00032, David L. Tippin Water Treatment Facility Filter Building Structural Rehabilitation - Rebid-3.

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 15th day of June, 2017.

Principal

Innovative Masonry Restoration LLC

BY 

TITLE Troy Staples

Granite Re, Inc.

BY 

TITLE Troy Staples Attorney-in-Fact

(SEAL)

Troy Staples

Producing Agent

1276 S. Robert St., West St. Paul, MN 55118

Producing Agent's Address

Pate Bonding, Inc.

Name of Agency

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



## ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he executed the same.

\_\_\_\_\_  
Notary Public

## ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, a member of the co-partnership of \_\_\_\_\_, to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he executed the same as for the act and deed of the said co-partnership.

\_\_\_\_\_  
Notary Public

## ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Minnesota )  
County of Dakota )

On this 15 day of June, in the year 2017, before me personally come(s) Dave Tozante, to me known, who, being duly sworn, deposes and says that he is the Managing Member of the Granite Re, Inc. the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.



\_\_\_\_\_  
Notary Public

## ACKNOWLEDGMENT OF SURETY

State of Minnesota )  
County of Dakota )

On this 15th day of June, in the year 2017, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he signed said instrument as Attorney(s)-in-Fact of the said company by like order.



\_\_\_\_\_  
Notary Public



**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

**Know all Men by these Presents:**

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

JONATHAN PATE; WANDA FRANZ; TOM LAHL; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

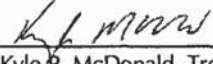
JONATHAN PATE; WANDA FRANZ; TOM LAHL; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN may lawfully do in the premises by virtue of these presents.

**In Witness Whereof**, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 28<sup>th</sup> day of September, 2016.

STATE OF OKLAHOMA     )  
                                      ) SS:  
COUNTY OF OKLAHOMA )



  
Kenneth D. Whittington, President

  
Kyle P. McDonald, Treasurer

On this 28<sup>th</sup> day of September, 2016, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
August 8, 2017  
Commission #: 01013257



  
Notary Public

**GRANITE RE, INC.**  
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this  
15<sup>th</sup> day of June, 2017



  
Kyle P. McDonald, Secretary/Treasurer





