Bid

CAD/hs

RESOLUTION NO. 2016-141

A RESOLUTION ACCEPTING THE PROPOSAL OF MILLER PIPELINE, LLC PERTAINING TO CONTRACT 16-C-00006; BAYSHORE BEAUTIFUL COLLECTION SYSTEM REHABILITATION BY C.I.P.P., IN THE AMOUNT OF 1,327,821.50; AUTHORIZING THE EXECUTION OF THE CONTRACT BY THE MAYOR OF THE CITY OF TAMPA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 20, 2015, the Mayor received bids, tabulation of such bids being hereto attached for informational purposes, for the construction of Bayshore Beautiful Collection System Rehabilitation by C.I.P.P., and recommends to this Council that the proposal of Miller Pipeline, 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 Miller Pipeline, LLC in the total amount of 1,327,821.50 for construction of the Bayshore Beautiful Collection System Rehabilitation by C.I.P.P., 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 $1,327,821.50 for the Bayshore Beautiful Collection System Rehabilitation Project for the Wastewater Department 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 FEB 18 2016.

CHAIRMAN/~~CHAIRMAN PRO-TEM~~, CITY COUNCIL

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

ATTEST:

Shirley Foxx-Knowles

CITY CLERK/~~DEPUTY CITY CLERK~~

*1% for Art: No

1/2016-4

City of Tampa

BID TABULATION

Contract 16-C-00006; Bayshore Beautiful Collection System Rehabilitation by C.I.P.P.

Bid Opening - December 22, 2015

Posted December 22, 2015

CONTRACTOR	TOTAL BID AMOUNT
Miller Pipeline, LLC	$1,327,821.50
Insituform Technologies, LLC	$1,407,796.50
SAK Construction, LLC	$1,439,105.00

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

A-6

Contract 16-C-00006; Bayshore Beautiful Collection System Rehabilitation By C.I.P.P.

PROPOSAL

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

Name of Bidder Miller Pipeline, LLC

317/293-0278 bids@millerpipeline.com
Business Phone Number and Email Address

Miller Pipeline, LLC, 8850 Crawfordsville Rd., Indianapolis, IN 46234
Business Name and Mailing Address

Butch Lanaville - 386/872-1652
Phone Number and Name of Contact Regarding Permits

Ralph Miller - Miller Pipeline, LLC - 35-1959522
Contractor/Qualifiers Name and Federal Identification Number

Date of Proposal December 18, 2015

(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 Indiana

Names and Address of President

Kevin G. Miller, President - P.O. Box 34141, Indianapolis, IN 46234

Name and Address of Vice President

Dale Anderson, Exec. V.P., P.O. Box 34141, Indianapolis, IN 46234

Name and Address of Secretary Acting- and C.F.O.

Daniel L. Short, C.F.O., P.O. Box 34141, Indianapolis, IN 46234

Names and Address of ~~Treasurer~~ C.E.O.

Douglas S. Banning, Jr., C.E.O., P.O. Box 34141, Indianapolis, IN 46234

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

__X__ Has; Treasury Number __35-1959522__

_____ 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:

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words		Unit Price		Total Computed Price
100	Contingency	LS	1	One Hundred Thousand Dollars and No/Cents	$	100,000	$	100,000
102	Maintenance of Traffic	LS	1	Four Thousand Nine Hundred Fifty Dollars and No Cents	$	4,950.00	$	4,950.00
0408.2360	Cured in Place Pipe for 8" Dia. Gravity Sewer (.236 inch thick)	LF	37,000	Twenty-Three Dollars and No Cents	$	23.00	$	851,000.00
0410.2950	Cured in Place Pipe for 10" Dia. Gravity Sewer (.295 inch thick)	LF	910	Thirty-Four Dollars and Fifty Cents	$	34.50	$	31,395.00
0412.2950	Cured in Place Pipe for 12" Dia. Gravity Sewer (.295 inch thick)	LF	675	Thirty-Seven Dollars and No Cents	$	37.00	$	24,975.00
0415.2950	Cured in Place Pipe for 15" Dia. Gravity Sewer (.295 inch thick)	LF	940	Forty-Four Dollars Seventy-Five Cents	$	44.75	$	42,065.00
0418.3540	Cured in Place Pipe for 18" Dia. Gravity Sewer (.354 inch thick)	LF	1,580	Sixty-Seven Dollars and No Cents	$	67.00	$	105,860.00
0601.08	Hydraulic Cleaning & Inspection of 8" Dia. Gravity Sewer	LF	36,675	One Dollar and Thirty-Five Cents	$	1.35	$	49,511.25
0601.10	Hydraulic Cleaning & Inspection of 10" Dia. Gravity Sewer	LF	710	One Dollar and Sixty-Five Cents	$	1.65	$	1,171.50
0601.12	Hydraulic Cleaning & Inspection of 12" Dia. Gravity Sewer	LF	675	One Dollar and Ninety Cents	$	1.90	$	1,282.50
0601.15	Hydraulic Cleaning & Inspection of 15" Dia. Gravity Sewer	LF	940	Two Dollars and Seventy-Five Cents	$	2.75	$	2,585.00
0601.18	Hydraulic Cleaning & Inspection of 18" Dia. Gravity Sewer	LF	1580	Two Dollars and Seventy-Five Cents	$	2.75	$	4,345.00
0621	Cleaning & Inspection of Tuberculated Cast Iron or Ductile Iron Sewer , less than 15" Dia.	LF	525	Nineteen Dollars and Eighty Cents	$	19.80	$	10,395.00
2050	Reconnect Service Connections	EA	900	Ninety Dollars and No Cents	$	90.00	$	81,000.00
0700	Disposal of Debris	CY	40	Thirteen Dollars and No Cents	$	13.20	$	528.00
9000	Sewer Bypass with Tanker Truck	E.D.	10	Two Hundred Seventy-Five Dollars and No Cents	$	275.00	$	2,750.00

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words		Unit Price		Total Computed Price
9050.08	Sewage Bypass Pumping for 8" Dia. Sewer	LF	37,000	Zero Dollars and Ten Cents	$	0.10	$	3,700.00
9050.10	Sewage Bypass Pumping for 10" Dia. Sewer	LF	910	Zero Dollars and Twenty-Five Cents	$	0.25	$	227.50
9050.12	Sewage Bypass Pumping for 12" Dia. Sewer	LF	675	Zero Dollars and Twenty-Five Cents	$	0.25	$	168.75
9050.15	Sewage Bypass Pumping for 15" Dia. Sewer	LF	940	Five Dollars and Twenty-Five Cents	$	5.25	$	4,935.00
9050.18	Sewage Bypass Pumping for 18" Dia. Sewer	LF	1580	Three Dollars and Fifteen Cents	$	3.15	$	4,977.00
						TOTAL	$	1,327,821.50

Contract 16-C-00006; Bayshore Beautiful Collection System Rehabilitation By C.I.P.P.

Computed Total Price In Words:

One Million Three Hundred Twenty-Seven Thousand Eight Hundred

Twenty-One ---------- dollars and Fifty cents.

Computed Total Price in Figures: $1,327,821.50

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 X #2 X #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.	Shore Box	Each	1	$100.00	$100.00
B.					
C.					
D.					

Total Cost $100.00

Signed Kevin Miller, President

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) for at least five (5) percent of the total amount of the Proposal which check shall become the property of the 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 Public Construction 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 December 18, 20 15

Miller Pipeline, LLC
(Name of Bidder)

8850 Crawfordsville Rd.
Indianapolis, IN 46234
(Address of Bidder)

(Signature)

President
(Title)

Where Bidder is a Corporation:

Attest:

~~Secretary~~/ Executive V.P.

AFFIX
CORPORATE
SEAL

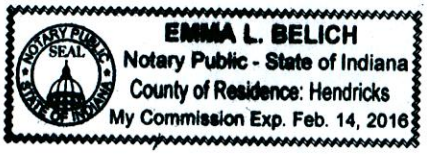
(ACKNOWLEDGMENT OF PRINCIPAL)

STATE OF Indiana)
) SS:
COUNTY OF Marion)

For a Corporation:

STATE OF Indiana
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 18 of December, 2015 by Kevin Miller of Miller Pipeline, a IN corporation, on behalf of the corporation. He/she is X personally known or has ___ produced N/A as identification.



Emma L. Belich
Notary

My Commission Expires:

2/14/16

For an Individual:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ of _____, 20___ 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 _____, 20___ 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 16-C-00006; Bayshore Beautiful Collection System Rehabilitation By C.I.P.P.

KNOW ALL MEN BY THESE PRESENTS, that we, Miller Pipeline, LLC

8850 Crawfordsville Road, Indianapolis, IN 46234

(hereinafter called the Principal) and Travelers Casualty and Surety Company of America

(hereinafter called the Surety) a Corporation chartered and existing under the laws of the State of Connecticut, with its principal offices in the City of Hartford, 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-00006, Bayshore Beautiful Collection System Rehabilitation By C.I.P.P..

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 22nd day of December, 2015.

Principal

Miller Pipeline, LLC

BY _____

TITLE President

BY _____

TITLE _____

(SEAL)

_____
Producing Agent — William Phelps

447 Montreal Ave., Melbourne, FL 32935
Producing Agent's Address

Friedlander Company
Name of Agency

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

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 215719 **Certificate No.** 005489021

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

William Phelps

of the City of Melbourne, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

Any and all consents required by the Department of Transportation, or the Orlando-Orange County Expressway Authority, State of Florida, incident to the release of retained percentages and/or final estimates.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 13th day of May, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the 13th day of May, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of December, 20 15

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Good Faith Effort Compliance Plan for Small Local Business Subcontracting

City of Tampa - Equal Business Opportunity Program

Contract 16-C-00006 Bayshore Beautiful Collection System Rehab **Bid Date** 12/22/15

Bidder Miller Pipeline, LLC

Signature [signature] **Date** 12/18/15

Name Jeffery Newman **Title** Project Manager

The following Compliance Plan is a true report of Good Faith Efforts made to accomplish subcontracting goals for Small Local Business Enterprises, SLBEs, on the referenced contract:

☐ **The goal for SLBE participation has been met or exceeded. See the DMI form reporting subcontractors to be utilized.**
(Check Box, if appropriate; the remainder of the Compliance Plan need not be reported.)

☐ **The goal for SLBE participation has not been met. The following is a recap of Good Faith Efforts made:**
(Check applicable boxes below. Enclose additional documents, and/or add remarks below as needed.)

(1) Soliciting through reasonable and available means the interest of SLBEs that have the capability to perform the work of the contract. The Bidder or Contractor must solicit this interest within sufficient time to allow the SLBEs to respond. The Bidder or Contractor must take appropriate steps to follow up initial solicitations with interested SLBEs. ☒ See DMI report forms for subcontractors solicited. ☐ See enclosed supplemental data on solicitation efforts. ☐ Remarks:

(2) Providing interested SLBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation. ☐ See enclosed sample solicitation. ☒ Remarks: All RFQ's had attached bid scope with offer for access to full plan documents

(3) Negotiating in good faith with interested SLBEs that have submitted bids. Documentation of negotiation must include the names, addresses, and telephone numbers of 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 SLBEs to perform the work. That there may be some additional costs involved in soliciting and using SLBEs is not a sufficient reason for a contractor's failure to meet the goals, as long as such costs are reasonable. Bidders are not required to accept higher quotes in order to meet the goal. ☐ DMI subcontractor-utilized forms reflect successful negotiations ☐ This project is of a low-bid nature and negotiations are limited to clarifications of scope and specifications. ☐ See enclosed document. ☒ Remarks: No Quote Received

(4) Not rejecting SLBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The SLBEs standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for rejecting or not soliciting bids to meet the goals. ☐ Not applicable. ☐ See attached explanation for rejection of a low-bidding subcontractor's bid. ☒ Remarks: No Quote Received

(5) Making a portion of the work available to SLBE subcontractors and suppliers and to select those portions of the work or material consistent with the available 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. ☐ Remarks:

(6) Making good faith efforts, despite the ability or desire of a Bidder or Contractor to perform the work of a contract with its own organization. A Bidder or Contractor who desires to self-perform the work of a contract must demonstrate good faith efforts unless the goal has been met. ☒ Sub-Contractors were not prohibited from submitting bids on work not usually sub-contracted. ☐ Remarks:

(7) Selecting portions of the work to be performed by 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 to facilitate SLBE participation, even when the Bidder or Contractor 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 on work not usually sub-contracted. ☐ See enclosed comments. ☐ Remarks:

(8) Making efforts to assist interested SLBEs in obtaining bonding, lines of credit, or insurance as required by the city or contractor. ☐ See enclosed sample solicitation ☐ see enclosed document. ☒ Remarks: No concern raised by quoting SLBE entity.

(9) Making efforts to assist interested SLBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, including participation in a City-sponsored mentor-protégé program. ☐ See enclosed sample solicitation. ☐ See enclosed document. ☒ Remarks: No concern raised by quoting SLBE Entity

(10) Effectively using the services of the City and other organizations that provide assistance in the recruitment and placement of SLBEs. ☐ See enclosed document. ☐ The following services were used:

Other Supporting Good Faith Efforts: ☐ See enclosed document. ☒ Remarks: Used City of Tampa Website and recommended vendors

City of Tampa

Page 3 of 4DMI – Solicited/Utilized
City of Tampa –DMI Schedule of Sub-(Contractors/Consultants/Suppliers) to be Utilized
(FORM MBD-20)

Contract No.: 16-C-00006 Contract Name: Bayshore Beautiful Collection system by CIPP
Contractor Name: Miller Pipeline, LLC Address: 8850 Crawfordsville Rd., Indianapolis, IN 46234
Federal ID: 35-1959522 Phone: 317/293-0278 Fax: 317/293-8502 Email: bids@millerpipeline.com

[X] See attached documents.
[ ] No Subcontracting (of any kind) will be performed on this contract.

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

This DMI Schedule Must Be Submitted with the Bid or Proposal (Do Not Modify This Form)

Enter "S" for firms Certified as Small Local Business Enterprises, "W" for firms Certified as Women/Minority Business Enterprise

S = SLBE W=WMBE / Federal ID	Company Name Address Phone & Fax	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	Amount of Quote. Letter of Intent if available.	Percent of Scope/Contract %
01-0965975	Select Environmental 12221 N. US Hwy 301 Thonootosassa, FL 33592 813/986-5400 Fax: 813/986-5414	CM	914	69,290.25	5%

Total Subcontract/Supplier Utilization $ 69,290.25
Total SLBE Utilization $ Ø
Total WMBE Utilization $ Ø
Percent SLBE Utilization of Total Bid/Proposal Amt. Ø % **Percent WMBE Utilization of Total Bid/Proposal Amt.** Ø %

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this contract. ***This form must be completed and submitted with the bid or proposal.*** Modifying or failing to sign DMI forms may result in Non-Complianceand/or deemed non-responsive.

Signed: _____ Name/Title: Jeff Newman, Project Mgr. Date: 1/18/15

MBD 20 rev. 02/01/13

Note: Detailed Instructions for completing this form are on the next page.