

Agmt
Brd

RESOLUTION NO. 2019-243

CAD/HS

A RESOLUTION ACCEPTING THE PROPOSAL OF MILLER PIPELINE, LLC PERTAINING TO CONTRACT 19-C-00001; WASTEWATER GRAVITY SEWER REHABILITATION BY CURED IN PLACE PIPE (CIPP) - FY19, IN THE AMOUNT OF \$1,153,802.75; AUTHORIZING THE EXECUTION OF THE CONTRACT BY THE MAYOR OF THE CITY OF TAMPA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 27, 2018, the Mayor received bids, tabulation of such bids being hereto attached for informational purposes, for the construction of Wastewater Gravity Sewer Rehabilitation by Cured in Place Pipe (CIPP) - FY19, 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 \$1,153,802.75 for construction of the Wastewater Gravity Sewer Rehabilitation by Cured in Place Pipe (CIPP) - FY19, in accordance with plans, specifications and other related contract documents prepared by the Contract Administration Department, is hereby approved and accepted; and the Contract is hereby awarded to the said Contractor.

Section 2. This Resolution, which is not part of the contract documents, authorizes the Mayor to execute and the City Clerk to attest and affix the official seal of the City of Tampa to the Contract for and on behalf of the City of Tampa.

Section 3. Plans, specifications and contract documents for the construction of said Project, which documents are now on file in the office of the Contract Administration Department of the City of Tampa, are hereby approved in their entirety or in substantially similar form.

Section 4. The Director of the Contract Administration Department is hereby authorized to issue, in written form only, work directive changes authorizing additions, deletions or revisions resulting from unforeseen conditions or emergencies, said directives to be incorporated in subsequently issued change orders approved by the City Council.

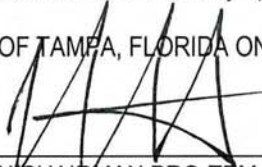
Section 5. Any and all technical errors, informalities and irregularities in the proposal of the Contractor are hereby waived.

Section 6. The bid security of the bidders shall be returned in accordance with the provisions of the contract documents for this project.

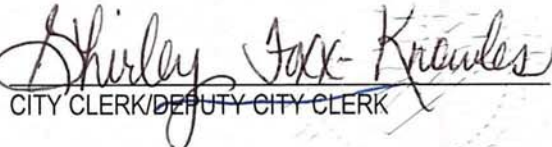
Section 7. This will provide \$1,153,802.75 for the Cured-In-Place Pipe Rehabilitation project for use by the Wastewater Department within the Wastewater Capital Construction Fund.

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 MAR 21 2019


CHAIRMAN/CHAIRMAN PRO-TEM, CITY COUNCIL

APPROVED AS TO LEGAL SUFFICIENCY BY:
Justin R. Vaske, Assistant City Attorney

ATTEST:

CITY CLERK/DEPUTY CITY CLERK

*1% for Art: No

12019-8

City of Tampa
BID TABULATION
Contract 19-C-00001; Wastewater Gravity Sewer Rehabilitation by Cured In
Place Pipe (CIPP) – FY19
Bid Opening - November 27, 2018

Posted November 27, 2018

CONTRACTOR	TOTAL BID AMOUNT
Miller Pipeline, LLC	\$1,153,802.75
Insituform Technologies, LLC	\$1,308,971.70
Granite Inliner, LLC	\$1,515,075.00

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

ALB

PROPOSAL

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

Legal Name of Bidder: Miller Pipeline, 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: Indiana

Bidder Mailing Address: 8850 Crawfordsville Rd., Indianapolis, IN 46234

Bidder's Federal Employee Identification No. (FEI/EIN): 35-1959522

Bidder's License No.: CUC057049 Bidder's FDOS (SUNBIZ) Doc. No.: M11000002543
(See Ch. 489, FS: use entity's, individual's only if applicable)

Bidder Contact Name**: Jeff Newman Email: Jeff.Newman@millerpipeline.com Phone: (317) 653-5297

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
100	Contingency	LS	1	Twenty Thousand Dollars and No Cents	\$ 20,000	\$ 20,000
101.1	Mobilization for Work Order Total Less Than \$15,000	EA	3	One Thousand Two Hundred Dollars and No Cents	\$ \$1,200.00	\$ \$ 3,600.00
101.2	Mobilization for Manhole Rehabilitation (if less than 3 manholes)	EA	3	One Thousand Five Hundred Dollars and No Cents	\$ \$1,500.00	\$ \$ 4,500.00
101.03	Emergency Mobilization	EA	3	One Thousand Two Hundred Dollars and No Cents	\$ \$1,200.00	\$ \$ 3,600.00
102-60	Work Zone Signs	E.D.	500	One Dollars and Ten Cents	\$ \$ 1.10	\$ \$ 550.00
102-74-1	Barricades Type I or II	E.D.	1,000	Fifty-Five Cents	\$ \$ 0.55	\$ \$ 550.00
102-74-2	Cones	E.D.	3,000	Fifty-Five Cents	\$ \$ 0.55	\$ \$ 1,650.00
102-75-1	Light towers	E.D.	50	One Hundred Seventy Dollars and Fifty Cents	\$ \$ 170.50	\$ \$ 8,525.00
102-75-2	Flagman	E.D.	50	One Hundred Sixty-Five Dollars and No Cents	\$ \$ 165.00	\$ \$ 8,250.00
102-76	Arrow Board	E.D.	50	Thirty-Three Dollars and No Cents	\$ \$ 33.00	\$ \$ 1,650.00
102-77	Variable Message Board	E.D.	20	Sixty Dollars and Fifty-Cents	\$ \$ 60.50	\$ \$ 1,210.00
0408.2360	Cured in Place Pipe for 8" Dia. Gravity Sewer (.236 inch thick)	LF	7,000	Twenty-Seven Dollars and Seventy-Five Cents	\$ \$ 27.75	\$ \$194,250.00
0410.2950	Cured in Place Pipe for 10" Dia. Gravity Sewer (.295 inch thick)	LF	1,500	Twenty-Nine Dollars and No Cents	\$ \$ 29.00	\$ \$ 43,500.00
0412.2950	Cured in Place Pipe for 12" Dia. Gravity Sewer (.295 inch thick)	LF	1,500	Thirty-Two Dollars and Fifty Cents	\$ \$ 32.50	\$ \$ 48,750.00
0415.2950	Cured in Place Pipe for 15" Dia. Gravity Sewer (.295 inch thick)	LF	1,500	Forty-Three Dollars and No Cents	\$ \$ 43.00	\$ \$ 64,500.00
0418.3540	Cured in Place Pipe for 18" Dia. Gravity Sewer (.354 inch thick)	LF	2,000	Fifty-Five Dollars and No Cents	\$ \$ 55.00	\$ \$ 110,000.00

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words	Unit Price	Total Computed Price
0421.4130	Cured in Place Pipe for 21" Dia. Gravity Sewer (.413 inch thick)	LF	900	Sixty-Eight Dollars and No Cents	\$ \$ 68.00	\$ \$ 61,200.00
0424.4720	Cured in Place Pipe for 24" Dia. Gravity Sewer (.472 inch thick)	LF	900	Eighty Dollars and No Cents	\$ \$ 80.00	\$ \$ 72,000.00
0427.4720	Cured in Place Pipe for 27" Dia. Gravity Sewer (.472 inch thick)	LF	300	Ninety Dollars and No Cents	\$ \$ 90.00	\$ \$ 27,000.00
0430.5310	Cured in Place Pipe for 30" Dia. Gravity Sewer (.531 inch thick)	LF	1,000	One Hundred Twelve Dollars and No Cents	\$ \$ 112.00	\$ \$ 112,000.00
0436.7090	Cured in Place Pipe for 36" Dia. Gravity Sewer (.709 inch thick)	LF	780	One Hundred Forty Dollars and No Cents	\$ \$ 140.00	\$ \$ 109,200.00
0601.08	Hydraulic Cleaning & Inspection of 8" Dia. Gravity Sewer	LF	7,000	One Dollar and Sixty-Five Cents	\$ \$ 1.65	\$ \$ 11,550.00
0601.10	Hydraulic Cleaning & Inspection of 10" Dia. Gravity Sewer	LF	1,500	One Dollar and Sixty-Five Cents	\$ \$ 1.65	\$ \$ 2,475.00
0601.12	Hydraulic Cleaning & Inspection of 12" Dia. Gravity Sewer	LF	1,500	One Dollar and Ninety-Five Cents	\$ \$ 1.95	\$ \$ 2,925.00
0601.15	Hydraulic Cleaning & Inspection of 15" Dia. Gravity Sewer	LF	1,500	Two Dollars and Seventy-Five Cents	\$ \$ 2.75	\$ \$ 4,125.00
0601.18	Hydraulic Cleaning & Inspection of 18" Dia. Gravity Sewer	LF	2,000	Three Dollars and Eighty-Five Cents	\$ \$ 3.85	\$ \$ 7,700.00
0601.21	Hydraulic Cleaning & Inspection of 21" Dia. Gravity Sewer	LF	900	Four Dollars and Ninety-Five Cents	\$ \$ 4.95	\$ \$ 4,455.00
0601.24	Hydraulic Cleaning & Inspection of 24" Dia. Gravity Sewer	LF	900	Five Dollars and Fifty Cents	\$ \$ 5.50	\$ \$ 4,950.00
0601.27	Hydraulic Cleaning & Inspection of 27" Dia. Gravity Sewer	LF	300	Five Dollars and Fifty Cents	\$ \$ 5.50	\$ \$ 1,650.00
0601.30	Hydraulic Cleaning & Inspection of 30" Dia. Gravity Sewer	LF	1,000	Six Dollars and Sixty Cents	\$ \$ 6.60	\$ \$ 6,600.00
0601.36	Hydraulic Cleaning & Inspection of 36" Dia. Gravity Sewer	LF	780	Six Dollars and Sixty Cents	\$ \$ 6.60	\$ \$ 5,148.00
0602	Mechanical Cleaning of Gravity Sewer	LF	1,400	Nine Dollars and Ninety Cents	\$ \$ 9.90	\$ \$ 13,860.00
0621	Cleaning & Inspection of Tuberculated Cast Iron or Ductile Iron Sewer, less than 15" Dia.	LF	1,000	Twenty-Seven Dollars and Fifty Cents	\$ \$ 27.50	\$ \$ 27,500.00

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words	Unit Price	Total Computed Price
0622	Cleaning & Inspection of Tuberculated Cast Iron or Ductile Iron Sewer, 15" Dia. & greater	LF	1,000	Thirty-Three Dollars and No Cents	\$ \$ 33.00	\$ \$ 33,000.00
0700	Additional Cleaning & Inspection of Gravity Sewer	LF	500	Ten Dollars and No Cents	\$ \$ 10.00	\$ \$ 5,000.00
0700	Disposal of Debris	CY	500	One Dollar and Ten Cents	\$ \$ 1.10	\$ \$ 550.00
2050	Reconnect Service Connections	EA	300	One Hundred Dollars and No Cents	\$ \$ 100.00	\$ \$ 30,000.00
2051	Removal of Protruding Services	EA	8	Two Hundred Ninety-One Dollars and Fifty Cents	\$ \$ 291.50	\$ \$ 2,332.00
2052	Root Removal	LF	15	Three Dollars and Eighty-Five Cents	\$ \$ 3.85	\$ \$ 57.75
4800	Manhole Rehabilitation by Coating System min. 250 mils thickness	SF	800	Twenty-Five Dollars and No Cents	\$ \$ 25.00	\$ \$ 20,000.00
9000	Sewer Bypass with Tanker Truck	E.D.	10	Four Hundred Forty Dollars and No Cents	\$ \$ 440.00	\$ \$ 4,400.00
9050.08	Sewage Bypass Pumping for 8" Dia. Sewer	LF	7,000	Ten Cents	\$ \$ 0.10	\$ \$ 700.00
9050.10	Sewage Bypass Pumping for 10" Dia. Sewer	LF	1,500	Ten Cents	\$ \$ 0.10	\$ \$ 150.00
9050.12	Sewage Bypass Pumping for 12" Dia. Sewer	LF	1,500	Ten Cents	\$ \$ 0.10	\$ \$ 150.00
9050.15	Sewage Bypass Pumping for 15" Dia. Sewer	LF	1,500	Four Dollars and No Cents	\$ \$ 4.00	\$ \$ 6,000.00
9050.18	Sewage Bypass Pumping for 18" Dia. Sewer	LF	2,000	Seven Dollars and No Cents	\$ \$ 7.00	\$ \$ 14,000.00
9050.21	Sewage Bypass Pumping for 21" Dia. Sewer	LF	900	Seven Dollars and No Cents	\$ \$ 7.00	\$ \$ 6,300.00
9050.24	Sewage Bypass Pumping for 24" Dia. Sewer	LF	900	Thirteen Dollars and No Cents	\$ \$ 13.00	\$ \$ 11,700.00
9050.27	Sewage Bypass Pumping for 27" Dia. Sewer	LF	300	Thirteen Dollars and No Cents	\$ \$ 13.00	\$ \$ 3,900.00
9050.30	Sewage Bypass Pumping for 30" Dia. Sewer	LF	1,000	Thirteen Dollars and No Cents	\$ \$ 13.00	\$ \$ 13,000.00
9050.36	Sewage Bypass Pumping for 36" Dia. Sewer	LF	780	Thirteen Dollars and No Cents	\$ \$ 13.00	\$ \$ 10,140.00
0408.2361	Increase/Reduction of 0.059" Thickness for 8" Dia. Gravity Sewer	LF	500	Seventy-Five Cents	\$ \$ 0.75	\$ \$ 375.00

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words	Unit Price	Total Computed Price
0410.2951	Increase/Reduction of 0.059" Thickness for 10" Dia. Gravity Sewer	LF	500	Seventy-Five Cents	\$ \$ 0.75	\$ \$ 375.00
0412.2951	Increase/Reduction of 0.059" Thickness for 12" Dia. Gravity Sewer	LF	500	Seventy-Five Cents	\$ \$ 0.75	\$ \$ 375.00
0415.2951	Increase/Reduction of 0.059" Thickness for 15" Dia. Gravity Sewer	LF	500	Seventy-Five Cents	\$ \$ 0.75	\$ \$ 375.00
0418.3541	Increase/Reduction of 0.059" Thickness for 18" Dia. Gravity Sewer	LF	500	Seventy-Five Cents	\$ \$ 0.75	\$ \$ 375.00
0421.4131	Increase/Reduction of 0.059" Thickness for 21" Dia. Gravity Sewer	LF	300	Seventy-Five Cents	\$ \$ 0.75	\$ \$ 225.00
0424.4721	Increase/Reduction of 0.059" Thickness for 24" Dia. Gravity Sewer	LF	300	Seventy-Five Cents	\$ \$ 0.75	\$ \$ 225.00
0427.4721	Increase/Reduction of 0.059" Thickness for 27" Dia. Gravity Sewer	LF	300	Seventy-Five Cents	\$ \$ 0.75	\$ \$ 225.00
0430.5311	Increase/Reduction of 0.059" Thickness for 30" Dia. Gravity Sewer	LF	300	Seventy-Five Cents	\$ \$ 0.75	\$ \$ 225.00
0436.7081	Increase/Reduction of 0.059" Thickness for 36" Dia. Gravity Sewer	LF	300	Seventy-Five Cents	\$ \$ 0.75	\$ \$ 225.00
					TOTAL	\$ \$ 1,153.802.75

Computed Total Price in Words: One Million One Hundred Fifty-Three Thousand Eight Hundred Two dollars and Seventy-Five cents.

Computed Total Price in Figures: \$ 1,153,802.75

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>Trench Box</u>	<u>EA</u>	<u>1</u>	<u>\$100.00</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.

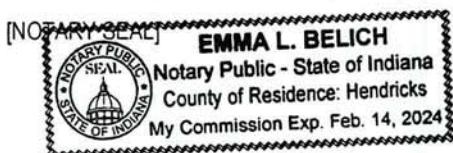
[SEAL]

Name of Bidder: Miller Pipeline, LLC
 Authorized Signature: *[Signature]*
 Signer's Printed Name: Daniel L. Short
 Signer's Title: C.F.O.

STATE OF Indiana
 COUNTY OF Marion

For an entity: The forgoing instrument was sworn (or affirmed) before me this 26 day of November, 2018 by Daniel L. Short as C.F.O. of Miller Pipeline, LLC, a/n Partnership Joint Venture LLC Corp Other: _____, on behalf of such entity. Such individual is personally known to me or produced a/n _____ state driver's license as identification.

For an individual: The forgoing instrument was sworn (or affirmed) before me this ___ day of _____, 20___ by _____, who is personally known to me or produced a/n _____ state driver's license as identification.



[Signature]
 Notary Public, State of Indiana
 Notary Printed Name: Emma L. Belich
 Commission No.: 678025
 My Commission Expires: 2/14/24

TAMPA BID BOND

Contract 19-C-00001; Wastewater Gravity Sewer Rehabilitation by Cured In Place Pipe (CIPP) – FY19

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

(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 19-C-00001, Wastewater Gravity Sewer Rehabilitation by Cured In Place Pipe (CIPP) – FY19.

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 27th day of November, 2018

Principal

Miller Pipeline, LLC

BY 

TITLE C.F.O.

BY _____

TITLE _____

(SEAL)



Producing Agent William Phelps, Attorney-in-Fact

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.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint William Phelps of Melbourne, Florida their true and lawful Attorney-in-Fact 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.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.

State of Connecticut

City of Hartford ss.



By: *Robert L. Raney*
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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 remains in full force and effect.

Dated this 27th day of November, 2018



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



Good Faith Effort Compliance Plan Guidelines

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

Contract Name #19-C-00001 Wastewater Gravity Sewer Rehab Bid Date 11/27/18

Bidder/Proposer Miller Pipeline, LLC

Signature [Signature] Date 11/26/18

Name Jeffrey Newman Title Project Manager

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

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

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

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

- (1) Solicited through reasonable and available means the interest of WMBE/SLBEs that have the capability to perform the work of the contract. The Bidder or Proposer must solicit this interest within sufficient time to allow the WMBE/SLBEs to respond. The Bidder or Proposer must take appropriate steps to follow up initial solicitations with interested WMBE/SLBEs. See DMI report forms for subcontractors solicited. See enclosed supplemental data on solicitation efforts. Qualifying Remarks: Emailed RFQ to all U-WMBE & SLBE Listed
- (2) Provided interested WMBE/SLBEs with adequate, specific scope information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner to assist them in responding to the requested-scope identified by bidder/proposer for the solicitation. See enclosed actual solicitations used. Qualifying Remarks: RFQ included all bid specifications
- (3) Negotiated in good faith with interested WMBE/SLBEs that have submitted bids (e.g. adjusted quantities or scale). Documentation of negotiation must include the names, addresses, and telephone numbers of WMBE/SLBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with WMBE/SLBEs to perform the work. Additional costs involved in soliciting and using subcontractors is not a sufficient reason for a bidder/proposer's failure to meet goals or achieve participation, as long as such costs are reasonable. Bidders are not required to accept excessive quotes in order to meet the goal.
 - DMI Utilized Forms for sub-(contractor/consultant) reflect genuine negotiations
 - This project is an RFQ/RFP in nature and negotiations are limited to clarifications of scope/specifications and qualifications.
 - See enclosed documentation.
 - Qualifying Remarks: Received no quotes from solicited subcontractors
- (4) Not rejecting WMBE/SLBEs as being unqualified without justification based on a thorough investigation of their capabilities. The WMBE/SLBEs standing within its industry, membership in specific groups, organizations / associations and political or social affiliations are not legitimate causes for rejecting or not soliciting bids to meet the goals. Not applicable. See attached justification for rejection of a subcontractor's bid or proposal. Qualifying Remarks:
- (5) Made scope(s) of work available to WMBE/SLBE subcontractors and suppliers; and, segmented portions of the work or material consistent with the available WMBE/SLBE subcontractors and suppliers, so as to facilitate meeting the goal. Sub-Contractors were allowed to bid on their own choice of work or trade without restriction to a pre-determined portion. See enclosed comments. Qualifying Remarks:
- (6) Made good faith efforts, despite the ability or desire of Bidder/Proposer to perform the work of a contract with its own forces/organization. A Bidder/Proposer who desires to self-perform the work of a contract must demonstrate good faith efforts if the goal has not been met. Sub-Contractors were not prohibited from submitting bids/proposals and were solicited on work typically self-performed by the prime. Qualifying Remarks: Miller will accept quotes from any certified subcontractors
- (7) Segmented portions of the work to be performed by WMBE/SLBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units (quantities/scale) to facilitate WMBE/SLBE participation, even when the Bidder/Proposer might otherwise prefer to perform these work items with its own forces. Sub-Contractors were allowed to bid on their own choice of work or trade without restriction to a pre-determined portion. Sub-Contractors were not prohibited from submitting bids/proposals and were solicited on work typically self-performed by the prime. See enclosed comments. Qualifying Remarks:
- (8) Made efforts to assist interested WMBE/SLBEs in obtaining bonding, lines of credit, or insurance as required by the city or contractor. See enclosed documentation on initiatives undertaken and methods to accomplish. Qualifying Remarks: Email RFQ offered assistance with bonding and licensing
- (9) Made efforts to assist interested WMBE/SLBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, including participation in an acceptable mentor-protégé program. See enclosed documentation of initiatives and/or agreements. Qualifying Remarks: Email RFQ offered assistance with capital
- (10) Effectively used the services of the City and other organizations that provide assistance in the recruitment and placement of WMBE/SLBEs. See enclosed documentation. The following services were used: Consulted City of Tampa EBU directory

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



CITY OF TAMPA

Bob Buckhorn, Mayor

Office of the Chief of Staff

Minority and Small Business Development

DATE: February 26, 2019
 TO: Michael Chucran, Director, Contract Administration Department
 FROM: Gregory K. Hart, MBD Manager
 RE: EBO Bid Compliance Evaluation - GFCEP Solicitation and Utilization Audit

PROJECT: 19-C-00001 Wastewater Gravity Sewer Rehabilitation (CIPP) FY19
LOW BIDDER: Miller Pipeline, LLC
BID AMOUNT: \$1,153,802.75
U-WMBE (BBE) and SLBE Subcontract Goal: 2.35%
U-WMBE/SLBE Goal Attainment: 00.0%
Good Faith Effort Compliance: Sufficient

The Minority and Small Business Development Office evaluated the bid submitted by Miller Pipeline, LLC and determined they complied with the requirements of the Equal Business Opportunity Program (EBO) 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 on the basis of two (2) out of three (3) subcontract categories wherein the requisite, eligible Underutilized WMBE and SLBE companies represented a minimum availability group of nine (9) firms, within an overall availability group of approximately eighteen (18) 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 overall project participation when GFCEP criteria for the underutilized group are met.

COMPLIANCE STATEMENT: Miller Pipeline, LLC was unsuccessful in its outreach efforts to achieve U-WMBE/SLBE subcontract participation. However, demonstrable steps were taken to solicit eligible firms.

U-WMBE/SLBE Subcontract Goal Attainment

Certification Type	Classification	Classification	Totals
U-WMBE Disparity	BBE	---	-0-

Ancillary WMBE/SLBE Participation

Certification Type	Classification	Totals
WMBE	n/a	-0-
SLBE	n/a	-0-

Gregory Hart

Gregory K. Hart, MPA, CPPA

GKH:/RT

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