

Bid

RESOLUTION NO. 2014- 199

CAD

**A RESOLUTION ACCEPTING THE PROPOSAL OF PEPPER CONTRACTING SERVICES, INC. PERTAINING TO CONTRACT 14-C-00007; SAN CARLOS FLUME REPLACEMENT, IN THE AMOUNT OF \$898,482; AUTHORIZING THE EXECUTION OF THE CONTRACT BY THE MAYOR OF THE CITY OF TAMPA; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, on February 25, 2014, the Mayor received bids, tabulation of such bids being hereto attached for informational purposes, for the construction of San Carlos Flume Replacement, and recommends to this Council that the proposal of Pepper Contracting Services, Inc. be accepted, funds therefore being available in the appropriate account;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, THAT:

Section 1. The proposal of Pepper Contracting Services, Inc. in the total amount of \$898,482 for construction of the San Carlos Flume Replacement, 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.

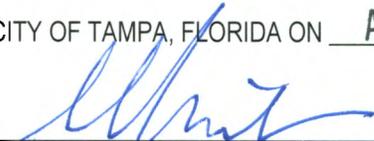
Section 5. Any and all technical errors, informalities and irregularities in the proposal of the Contractor are hereby waived.

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. The Award of a contract for construction services is provided in the amount of \$898,482 for the San Carlos Flume Replacement project within the Stormwater Capital Projects 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 APR 03 2014.

  
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

4/2014-16

**City of Tampa**  
**BID TABULATION**  
**Contract 14-C-00007; San Carlos Flume Replacement**  
**Bid Opening - February 25, 2014**

Posted February 25, 2014 (Updated 02-25-14)

<b>CONTRACTOR</b>	<b>TOTAL BID AMOUNT</b>
Pepper Contracting Services, Inc	\$898,482.00
Bun Construction Company, Inc	\$996,095.00
Kamminga & Roodvoets	\$1,059,999.00
Atkins Contracting, Inc	\$1,109,994.00 *
Cross Environmental Services, Inc	\$1,186,204.94

\*Arithmetic correction by Contract Administration

Notice of Intent to Award: Unless subsequently indicated otherwise, in a revised posting, the City of Tampa intends to award the referenced project to the lowest bidder listed in this tabulation. A bidder aggrieved by this decision may file a protest not later than 4:30 P.M., five (5) business days from the first posting hereof, pursuant to City of Tampa Code Chapter 2, Article V, Division 3, Section 2-282, Procurement Protest Procedures. Protests not conforming therewith shall not be reviewed.

Bids Received By: *Jim Greiner*

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

Contract 14-C-00007; San Carlos Flume Replacement

*KJB*

PROPOSAL

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

Name of Bidder Pepper Contracting Services, Inc.

813-868-7719, terry@peppercontracting.com  
Business Phone Number and Email Address

Pepper Contracting Services, Inc., 6290 Asphalt Ave., Tampa, FL 33614  
Business Name and Mailing Address

813-868-7719, Terry B. Cradick  
Phone Number and Name of Contact Regarding Permits

Doug J. Ebbers, 59-3221511  
Contractor/Qualifiers Name and Federal Identification Number

Date of Proposal February 25, 2014

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

Names and Residential Addresses of Partners  
\_\_\_\_\_  
\_\_\_\_\_

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

Organized under the laws of the State of Florida

Names and Address of President  
Terry B. Cradick  
Crystal Beach, FL

Name and Address of Vice President  
Doug J. Ebbers  
Odessa, FL

Name and Address of Secretary  
Sandra M. Lasseter  
Tampa, FL

Names and Address of Treasurer  
Doug J. Ebbers  
Odessa, FL

Contract 14-C-00007; San Carlos Flume Replacement

The above-named Bidder affirms and declares:

- (1) That the Bidder is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the Contract proposed to be entered into.
- (2) That this Proposal is made without any understanding, agreement or connection with any other person, firm, or corporation making Proposal for the same purposes, and is in all respects fair and without collusion or fraud.
- (3) That the Bidder is not in arrears to the City of Tampa, upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the City of Tampa.
- (4) That no officer or employee or person whose salary is payable in whole or in part from the City Treasury is, shall be or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this Proposal, or in the performance of the Contract, or in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof.
- (5) That the Bidder has carefully examined the site of the work and that, from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality, and quantity of materials and the kinds and extent of equipment and other facilities needed for the performance of the work, the general and local conditions and all difficulties to be encountered, and all other items which may, in any way, affect the work or its performance.
- (6) That the Bidder  
 Has; Treasury Number 59-3221511  
 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.	Descriptions	Unit	Approx. Quantity	Unit Price in Words	Unit Price	Total Computed Price
0100-1	Contingency	LS	1	One Hundred Twenty Two Thousand Dollars	\$ 122,000.00	\$ 122,000.00
0101-1	Mobilization	LS	1	Eighty Thousand Dollars And No Cents	\$ 80,000.00	\$ 80,000.00
0102-1	Maintenance of Traffic	LS	1	Twenty Two Thousand Six Hundred Dollars And No Cents	\$ 22,600.00	\$ 22,600.00
0104-1	Erosion Control and Tree Protection	LS	1	Five Thousand Two Hundred Dollars And No Cents	\$ 5,200.00	\$ 5,200.00
0105-1	Tree Removal, Pruning, and Root Pruning	LS	1	One Hundred Thirty Thousand Dollars And No Cents	\$ 130,000.00	\$ 130,000.00
0108-1	Dewatering and By-Pass Pumping	LS	1	Forty Thousand Dollars And No Cents	\$ 40,000.00	\$ 40,000.00
0113-1	Irrigation Repairs	LS	1	Five Hundred Dollars And No Cents	\$ 500.00	\$ 500.00
0120-3	Furnish and Install Fill	CY	350	Forty Dollars And No Cents	\$ 40.00	\$ 14,000.00
0127-10	Demolition	LS	1	Seventy Nine Thousand Dollars And No Cents	\$ 79,000.00	\$ 79,000.00
0334-1	Asphalt Pavement Repairs	LS	1	Two Thousand Dollars And No Cents	\$ 2,000.00	\$ 2,000.00
0350-20	4 Foot Wide Concrete Sidewalk	SY	20	Fifty Five Dollars And No Cents	\$ 55.00	\$ 1,100.00
0400-10	Reinforced Concrete Construction	LS	1	Eighteen Thousand Dollars And No Cents	\$ 18,000.00	\$ 18,000.00
0425-20	Reinforced Concrete Type "J" Manhole	EA	1	Seven Thousand One Hundred Seventy Dollars And No Cents	\$ 7,170.00	\$ 7,170.00
0425-30	Reinforced Concrete Type 1 Inlet	EA	1	Four Thousand Thirty Two Dollars And No Cents	\$ 4,032.00	\$ 4,032.00
0430-10	Reinforced Concrete Box Culvert	LF	613	Five Hundred Fifty Five Dollars And No Cents	\$ 555.00	\$ 340,215.00
0432-5	PVC Drain Connections	EA	4	Seven Hundred Fifty Dollars And No Cents	\$ 750.00	\$ 3,000.00

Item No.	Descriptions	Unit	Approx. Quantity	Unit Price in Words	Unit Price	Total Computed Price
0435-2	Inlet Grates	EA	3	Two Thousand Seven Hundred Fifty Dollars And No Cents	2,750.00 \$	8,250.00
0520-1	Concrete Curb Type "D"	LF	15	Thirty Five Dollars And No Cents	35.00 \$	525.00
0555-10	6 Foot PVC Privacy Fence	LF	70	Thirty Dollars And No Cents	30.00 \$	2,100.00
0555-15	6 Foot Wood Privacy Fence	LF	440	Seventeen Dollars And No Cents	17.00 \$	7,480.00
0555-20	6 Foot Chain Link Fence	LF	420	Twelve Dollars And No Cents	12.00 \$	5,040.00
0555-25	4 Foot Chain Link Fence	LF	245	Eleven Dollars And No Cents	11.00 \$	2,695.00
0555-30	6 Foot Temporary Chain Link Fence*	LF	600	Two Dollars And Fifty Cents	2.50 \$	1,500.00
0570-1	Sod	SY	830	Two Dollars And Fifty Cents	2.50 \$	2,075.00
					<b>TOTAL \$</b>	<b>898,482.00</b>
	* Contingent Item - See SP-43					

Contract 14-C-00007; San Carlos Flume Replacement

Computed Total Price In Words:

Eight Hundred Ninety Eight Thousand Four Hundred Eighty Two

\_\_\_\_\_ dollars and Zero cents.

Computed Total Price in Figures: \$ 898,482.00

The bidder acknowledges that the following addenda have been received and that the changes covered by the addendum(s) have been taken into account in this proposal: #1 DE #2 \_\_\_ #3 \_\_\_ #4 \_\_\_ #5 \_\_\_.

The bidder acknowledges the requirements of the City of Tampa's Equal Business Opportunity Program.

Bidder acknowledges that included in the various items of the proposal and the Total Bid Price are costs for complying with the Florida Trench Safety Act (90096), (Laws of Fla.) effective October 1, 1990. The bidder further identifies the costs to be summarized below:

	Trench Safety Measure (Description)	Unit of Measure (LF, SY)	Unit Quantity	Unit Cost	Extended Cost
A.	<u>Sloping/ Shoring Box</u>	<u>LF</u>	<u>650</u>	<u>\$1.00</u>	<u>\$650.00</u>
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____

Total Cost \$650.00

Signed   
Doug J. Ebberts, Executive Vice President

Failure to complete the above may result in the bid being declared non-responsive.

Contract 14-C-00007; San Carlos Flume Replacement

Accompanying this Proposal is a certified check, cashier's check or Bid Bond (form included herein must be used) on the form at least five (5) percent of the total amount of the Proposal which check shall become the property of the

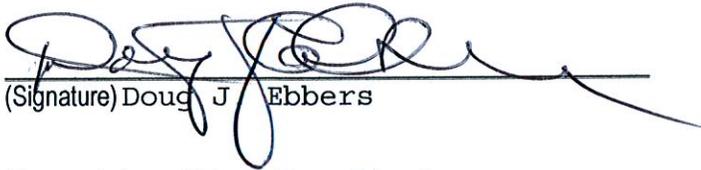
Liberty Mutual Insurance Co. of Boston, MA  
(Name of Bank or Surety) (City & State)

City of Tampa, or which bond shall become forthwith due and payable to the City of Tampa, if this Proposal shall be accepted by the City of Tampa and the undersigned shall fail to execute a contract with and to furnish the required Performance Bond and Payment Bond to the City of Tampa within twenty (20) days after the date of receipt of written Notice of Award by the City of Tampa to the undersigned so to do.

Dated February 25, 2014

Pepper Contracting Services, Inc.  
(Name of Bidder)

6920 Asphalt Avenue, Tampa, FL 33614  
(Address of Bidder)

  
(Signature) Doug J Ebbers

Executive Vice President  
(Title)

Where Bidder is a Corporation:

Attest:  
  
Secretary Sandra M. Lasseter

AFFIX  
CORPORATE  
SEAL

(ACKNOWLEDGMENT OF PRINCIPAL)

STATE OF Florida )  
 ) SS:  
COUNTY OF Hillsborough)

For a Corporation:

STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 25th of February, 2014 by Doug J. Ebbers of Pepper Contr. Serv., a FL corporation, on behalf of the corporation. He/she is X personally known ~~or has~~ produced \_\_\_\_\_ as identification.



MICHELLE LYNN VASQUEZ  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE172173  
Expires 2/22/2016

*Michelle Lynn Vasquez*  
Notary

My Commission Expires:

2/22/2016

For an Individual:

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

The foregoing instrument was acknowledged before me this \_\_\_ of \_\_\_\_\_, 2014 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 \_\_\_\_\_, 2014 by \_\_\_\_\_ who signed on behalf of the said firm. He/she is \_\_\_ personally known or has \_\_\_ produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary

My Commission Expires:  
\_\_\_\_\_  
\_\_\_\_\_

FEB 20 2014

Pepper Contracting Services, Inc.

TAMPA BID BOND  
Contract 14-C-00007; San Carlos Flume Replacement

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_

Pepper Contracting Services, Inc.

(hereinafter called the Principal) and Liberty Mutual Insurance Company

(hereinafter called the Surety) a Corporation chartered and existing under the laws of the State of MA, with its principal offices in the City of Boston, and authorized to do business in the State of Florida, are held and firmly bound unto the City of Tampa, a Municipal Corporation of Hillsborough County, Florida, in the full and just sum of 5% of the amount of the (Bid) (Proposal) good and lawful money of the United States of America, to be paid upon demand of the City of Tampa, Florida, to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally and firmly these presents.

WHEREAS, the Principal is about to submit, or has submitted to the City of Tampa, Florida, a Proposal for the construction of certain facilities for the City designated Contract 14-C-00007, San Carlos Flume Replacement.

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 Performance Bond and Payment 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 19 day of February, 2014.

Principal

Pepper Contracting Services, Inc.

BY [Signature]  
Doug J. Ebbers  
TITLE Exec. Vice-President

BY [Signature]  
TITLE Attorney-in-fact

Countersigned:  
(SEAL)

Kevin Wojtowicz  
Local Resident Producing Agent  
1000 Central Ave., Suite 200  
St Petersburg, FL 33705  
Local Resident Producing Agent's Address

Nielson, Wojtowicz, Neu & Assoc.  
Name of Local Agency

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

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6373261

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Glenn Arvanitis; John R. Neu; Kevin Wojtowicz

all of the city of St. Petersburg, state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of December, 2013.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 3rd day of December, 2013, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS – Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation –** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization –** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19 day of February, 2014.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or individual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**Good Faith Effort Compliance Plan** for Small Local Business Subcontracting  
City of Tampa - Equal Business Opportunity Program

**Contract** 14-C-00007 San Carlos Flume Replacement **Bid Date** 2/25/14

**Bidder** Pepper Contracting Services, Inc.

**Signature**  **Date** 2/25/14

**Name** Doug J. Ebbers **Title** Executive Vice President

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:
- (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:
- (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:
- (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:
- (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:
- (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:

GFCEP



# CITY OF TAMPA

Bob Buckhorn, Mayor

Office of the Chief of Staff

Minority and Small Business Development

DATE: March 13, 2014

TO: David Vaughn, Director of Contract Administration Department.

FROM: Gregory K. Hart, Minority Business Development Manager

RE: SLBE/WMBE Utilization & Solicitation Evaluation

**PROJECT:** 14-C-00007: San Carlos Flume Replacement

**LOW BIDDER:** Pepper Contracting Services, Inc.

**BID AMOUNT:** \$898,482.00

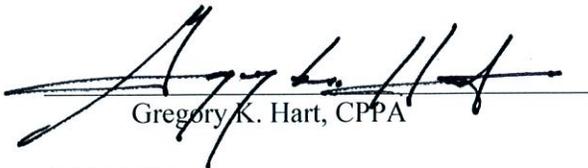
**SLBE/Underutilized-WMBE Subcontract Goal:** 5.2%  
**SLBE/U-WMBE Participation Achieved:** 15.0%  
**Good Faith Effort Compliance:** SUFFICIENT – EXCEEDED GOAL

The prime contractor (Pepper Contracting Services) exceeded the SLBE/U-WMBE Goal established on the project and provided the required documentation to support “goal-met” on DMI Forms submitted with bid. The detailed Compliance Report is attached and should be made a part of the project file.

**Compliance Statement:** Total SLBE/U-WMBE participation is 15%, of which 10.0% represents Hispanic, 2.5% Asian, 0.4% African American, and 2.1% Non-Minority Small Business.

### SLBE/WMBE Subcontract Attainment

Certification Type	Classification	Classification	Classification	Totals
SLBE/WMBE	HBE = 10.0%	ABE = 2.5%	BBE = 0.4%	12.9%
SLBE ONLY				2.1%



Gregory K. Hart, CPPA

GKH:/GKS  
Attachment  
Cc: City Attorney (w/a)  
Public Works Department (w/a)