

Bid

RESOLUTION NO. 2014- 162

CAD/vm

**A RESOLUTION ACCEPTING THE PROPOSAL OF PREMIER METER TECHNOLOGY, LLC PERTAINING TO CONTRACT 14-C-00019; WATER METER REPLACEMENT, IN THE AMOUNT OF \$244,750; AUTHORIZING THE EXECUTION OF THE CONTRACT BY THE MAYOR OF THE CITY OF TAMPA; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, on January 28, 2014, the Mayor received bids, tabulation of such bids being hereto attached for informational purposes, for the construction of Water Meter Replacement, and recommends to this Council that the proposal of Premier Meter Technology, 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 Premier Meter Technology, LLC in the total amount of \$244,750 for construction of the Water Meter 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.

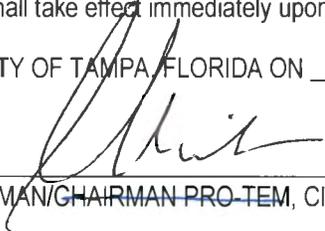
Section 5. Any and all technical errors, informalities and irregularities in the proposal of the Contractor are hereby waived.

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 project construction costs in the amount of \$244,750 are provided within the Water Renewal & Replacement Fund.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA ON MAR 20 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:

1/2014-14

**City of Tampa**  
**BID TABULATION**  
**Contract 14-C-00019; Water Meters Replacement**  
**Bid Opening - January 28, 2014**  
 Posted January 28, 2014

<b>CONTRACTOR</b>	<b>TOTAL BID AMOUNT</b>
Premier Meter Technology, LLC	\$244,750.00
National Metering Services, Inc	\$338,650.00
Busto Plumbing Services, Inc	\$354,000.00
Vanguard Utility Service, Inc	\$373,034.50
Threlsch Engineering, Inc	\$382,434.00
D & C Environmental	\$401,150.00
Olameter Corporation	\$446,847.00
Match Point, Inc	\$459,700.00
MasTec North America, Inc	\$576,118.50
The CADD Department, Inc	\$581,525.00
C & L Landscape, Inc	\$699,900.00
Kimmins Contracting Corp	\$3,778,208.50

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

Bids Received By: *Jim Greiner*

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

ALB

Contract 14-C-00019; Water Meter Replacement

PROPOSAL

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

Name of Bidder PREMIER METER TECHNOLOGY LLC

770-347-0024 / 770-231-1617 WATER.METER.ERIC@GMAIL.COM  
Business Phone Number and Email Address

PREMIER METER TECHNOLOGY LLC 230 ANDREW DR. STONEYBROOK GA 30281  
Business Name and Mailing Address

770-231-1617 ERIC HALL VICE PRESIDENT  
Phone Number and Name of Contact Regarding Permits

PREMIER METER TECHNOLOGY LLC 462014051  
Contractor/Qualifiers Name and Federal Identification Number

Date of Proposal 1-28-14

(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 GEORGIA

Names and Address of President

WALLACE BORTSCHIN  
195 TARA TRACE, MCDONOUGH GA 30252

Name and Address of Vice President

ERIC HALL  
2200 EAST LAKE RD, MCDONOUGH GA 30252

Name and Address of Secretary

HUGH BORTSCHIN  
910 WOODLAND BROOKS, MCDONOUGH GA 30252

Names and Address of Treasurer

PHIL REED  
305 CHANDA CIRCLE, MCDONOUGH GA 30253

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 \_\_\_\_\_  
 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
2000	Replace 5/8"x3/4" and 1" meters	EA	7,000	NINETEEN DOLLARS, FIFTY CENTS	\$ 19.50	\$ 136,500.00
3000	Meter inspection	EA	700	ZERO DOLLARS	\$ 0	\$ 0
4000	Install re-setter for 5/8" meter	EA	700	TWENTY DOLLARS	\$ 20.00	\$ 14,000.00
4100	Install re-setter for 1" meter	EA	350	TWENTY DOLLARS	\$ 20.00	\$ 7,000.00
5000	Furnish and install 3/4" curb stop	EA	350	SIXTY DOLLARS	\$ 60.00	\$ 21,000.00
5100	Furnish and install 1" curb stop	EA	100	SIXTY TWO DOLLARS, FIFTY CENTS	\$ 62.50	\$ 6,250.00
6000	Replace meter box in pavement/sidewalk	EA	500	FORTY DOLLARS	\$ 40.00	\$ 20,000.00
6100	Replace meter box in grass	EA	500	THIRTY DOLLARS	\$ 30.00	\$ 15,000.00
7000	Replace meter box lid	EA	500	ZERO DOLLARS	\$ 0	\$ 0
8000	Contingency	LS	1	Twenty Five Thousand Dollars	\$ 25,000	\$ 25,000
				TOTAL \$	\$ 252,520.00	\$ 244,750.00

Contract 14-C-00019; Water Meter Replacement

Computed Total Price In Words:

TWO HUNDRED FORTY FOUR THOUSAND, SEVEN HUNDRED FIFTY  
\_\_\_\_\_ dollars and ZERO cents.

Computed Total Price in Figures: \$ 244,750.00

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 \_\_\_ #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.	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____

Total Cost \$ N/A

Signed  PREMIER METER TECHNOLOGY LLC / VICE PRESIDENT

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

Contract 14-C-00019; Water Meter 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

OLD REPUBLIC of MILWAUKEE, WISCONSIN  
(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 28<sup>th</sup>, JANUARY, 2014

PREMIER METER TECHNOLOGY LLC  
(Name of Bidder)

230 ANDREW DR, STOCKBRIDGE GA 30281  
(Address of Bidder)

 PREMIER METER TECHNOLOGY LLC.  
(Signature)

VICE PRESIDENT  
(Title)

Where Bidder is a Corporation: GEORGIA

Attest:  
  
Secretary

AFFIX  
CORPORATE  
SEAL



TAMPA BID BOND  
Contract 14-C-00019; Water Meter Replacement

KNOW ALL MEN BY THESE PRESENTS, that we, Premier Meter Technology, LLC

230 Andrew Drive, Stockbridge, GA 30281

(hereinafter called the Principal) and Old Republic Surety Company

(hereinafter called the Surety) a Corporation chartered and existing under the laws of the State of Wisconsin, with its principal offices in the City of Milwaukee, 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-00019, Water Meter 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 28th day of January, 2014.

Principal

Premier Meter Technology, LLC

BY [Signature]

TITLE UCG President

Surety

Old Republic Surety Company

BY [Signature]

TITLE Regina K. Barnhardt, Attorney-in-Fact

Countersigned:  
(SEAL)

[Signature]

Local Resident Producing Agent, David Schick

7217 Benjamin Road, Tampa, FL 33634

Local Resident Producing Agent's Address

The Prosure Group, Inc.

Name of Local Agency

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



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

MICHAEL W. PAUL, REGINA K BARNHARDT, OF SUWANEE, GA

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$20,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF FIVE MILLION DOLLARS(\$5,000,000)----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 23RD day of SEPTEMBER, 2013.

OLD REPUBLIC SURETY COMPANY

*Phyllis M. Johnson*  
Assistant Secretary



*Alan Pavlic*  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 23RD day of SEPTEMBER, 2013, personally came before me, Alan Pavlic and Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*  
Notary Public  
My commission expires: 9/28/2014

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

80-5790



Signed and sealed at the City of Brookfield, WI this 28th day of January, 2014.

*Jan E. Cherny*  
Assistant Secretary

CONTRACTORS BONDING OF THE

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTICOLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

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

Contract 14-C-00019 WATER METER REPLACEMENT Bid Date 1-28-14  
Bidder PREMIER METER TECHNOLOGY LLC.  
Signature [Signature] Date 1-24-14  
Name ERIC HALL VP/OWNER Title VP

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

