

Bid

RESOLUTION NO. 2015- 403

**A RESOLUTION ACCEPTING THE PROPOSAL OF MILLER PIPELINE, LLC PERTAINING TO CONTRACT 15-C-00009; ROME PUMP STATION COLLECTION SYSTEM REHABILITATION BY C.I.P.P. LINING, IN THE AMOUNT OF \$720,469.50; AUTHORIZING THE EXECUTION OF THE CONTRACT BY THE MAYOR OF THE CITY OF TAMPA; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, on February 24, 2015, the Mayor received bids, tabulation of such bids being hereto attached for informational purposes, for the construction of Rome Pump Station Collection System Rehabilitation by C.I.P.P. Lining, rejected the first bidder for its lack of experience, 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 \$720,469.50 for construction of the Rome Pump Station Collection System Rehabilitation by C.I.P.P. Lining, 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.

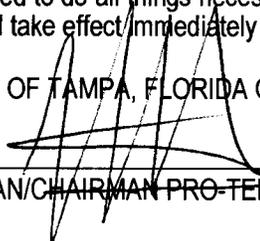
Section 5. Any and all technical errors, informalities and irregularities in the proposal of the Contractor are hereby waived.

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 award of a contract for construction services is provided in the amount of \$720,469.50 for the Rome Pump Station Collection System Rehabilitation by C.I.P.P. Lining 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 MAY 07 2015

  
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:

4/2015-16

**City of Tampa**  
**BID TABULATION**  
**Contract Contract 15-C-00009; Rome Pump Station Collection System**  
**Rehabilitation by C.I.P.P. Lining**  
**Bid Opening - February 24, 2015**  
 Posted February 24, 2015

<b>CONTRACTOR</b>	<b>TOTAL BID AMOUNT</b>
Evans Contracting Services, Inc	\$699,368.00 *
Miller Pipeline, LLC	\$720,469.50
Insituform Technologies, LLC	\$789,837.30
Layne Inliner, LLC	\$897,560.50
SAK Construction, LLC	\$906,074.50
Lanzo Lining Services, Inc	\$1,030,548.55

\*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 15-C-00009; Rome Pump Station Collection System Rehabilitation by C.I.P.P. Lining

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 - 35-1959522  
Contractor/Qualifiers Name and Federal Identification Number

Date of Proposal February 23, 2015

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

Names and Residential Addresses of Partners

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(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

Greg Raver, V.P., P.O. Box 34141, Indianapolis, IN 46234

Name and Address of Secretary -Acting & 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., PO 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

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	Fifty Thousand Dollars and No Cents	\$ 50,000.00	\$ 50,000.00
102	Maintenance of Traffic	L.S.	1	Two Thousand One Hundred Fifty Dollars and No Cents	\$ 2,150.00	\$ 2,150.00
0408.2360	Cured in Place Pipe for 8" Dia. Gravity Sewer (.236 inch thick)	LF	23,775	Twenty-Three Dollars and No Cents	\$ 23.00	\$ 546,825.00
0410.2950	Cured in Place Pipe for 10" Dia. Gravity Sewer (.295 inch thick)	LF	165	Forty-One Dollars and Seventy-Five Cents	\$ 41.75	\$ 6,888.75
0410.2950	Cured in Place Pipe for 12" Dia. Gravity Sewer (.295 inch thick)	LF	104	Sixty-One Dollars and No Cents	\$ 61.00	\$ 6,344.00
0415.2950	Cured in Place Pipe for 15" Dia. Gravity Sewer (.354 inch thick)	LF	50	One Hundred Seventeen Dollars and No Cents	\$ 117.00	\$ 5,850.00
0416.2950	Cured in Place Pipe for 16" Dia. Gravity Sewer (.354 inch thick)	LF	161	Eighty-Nine Dollars and No Cents	\$ 89.00	\$ 14,329.00
0601.08	Hydraulic Cleaning & Inspection of 8" Dia. Gravity Sewer	LF	23,652	One Dollar and Forty Cents	\$ 1.40	\$ 33,112.80
0601.10	Hydraulic Cleaning & Inspection of 10" Dia. Gravity Sewer	LF	145	One Dollars and Forty Cents	\$ 1.40	\$ 203.00
0601.10	Hydraulic Cleaning & Inspection of 12" Dia. Gravity Sewer	LF	104	One Dollar and Forty Cents	\$ 1.40	\$ 145.00
0601.15	Hydraulic Cleaning & Inspection of 15" Dia. Gravity Sewer	LF	50	One Dollar and Forty Cents	\$ 1.40	\$ 70.00
0621	cleaning & inspection of Tuberculated cast iron or ductile iron sewer, less than 15" Dia.	LF	143	Twenty-Six Dollars and Eighty-Eight Cents	\$ 26.88	\$ 3,843.84
0622	cleaning & inspection of Tuberculated cast iron or ductile iron sewer, 15" Dia. and greater	LF	161	Twenty-Six Dollars and Eighty-Eight Cents	\$ 26.88	\$ 4,327.68
0700	Disposal of Debris	CY	40	Eleven Dollars and Eighty-Three Cents	\$ 11.83	\$ 473.20
2050	Reconnect Service Connections	EA	428	Ninety Dollars and No Cents	\$ 90.00	\$ 38,520.00
9000	Sewer bypass with Tanker Truck	E.D.	10	Two Hundred Sixty-Eight Dollars and Seventy-Five Cents	\$ 268.75	\$ 2,687.50



Contract 15-C-00009; Rome Pump Station Collection System Rehabilitation by C.I.P.P. Lining

Computed Total Price In Words:

Seven Hundred Twenty Thousand Four Hundred Sixty-Nine Dollars  
and \_\_\_\_\_ dollars and Fifty cents.

Computed Total Price in Figures: \$ 720,469.50

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 \_\_\_ #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>Shore Box</u>	<u>Each</u>	<u>1</u>	<u>\$100.00</u>	<u>\$100.00</u>
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____
				Total Cost	<u>\$100.00</u>

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) on the form at least five (5) percent of the total amount of the Proposal which check shall become the property of the

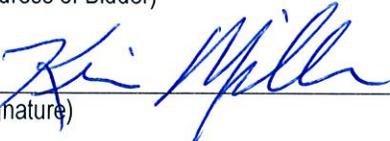
Travelers Casualty and Surety  
Company of America of Hartford, CT  
(Name of Bank or Surety) (City & State)

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 23, \_\_\_\_\_, 2015

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 Vice President

AFFIX  
CORPORATE  
SEAL

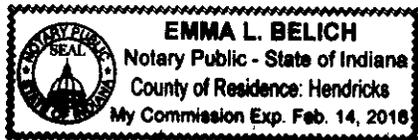
(ACKNOWLEDGMENT OF PRINCIPAL)

STATE OF Indiana )  
 ) SS:  
COUNTY OF Marion )

For a Corporation:

STATE OF Indiana  
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 23 of February, 2015 by Kevin Miller of Miller Pipeline, a IN corporation, on behalf of the corporation. He/she is x: personally known or has \_\_\_\_\_ produced \_\_\_\_\_ 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 \_\_\_\_\_, 2015 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 \_\_\_\_\_, 2015 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 15-C-00009; Rome Pump Station Collection System Rehabilitation by C.I.P.P. Lining

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 15-C-00009, Rome Pump Station Collection System Rehabilitation by C.I.P.P. Lining.

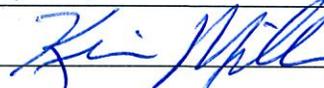
WHEREAS, the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

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 24th day of February, 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.



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. 005488994

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: [Signature]
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.



[Signature]
Marie C. Tetreault, Notary Public

