A RESOLUTION ACCEPTING THE PROPOSAL OF INSITUFORM TECHNOLOGIES, LLC PERTAINING TO CONTRACT 20-C-00030; FY20 WASTEWATER TUBERCULATED GRAVITY PIPELINE REHABILITATION, IN THE AMOUNT OF $1,169,882.40; AUTHORIZING THE EXECUTION OF THE CONTRACT BY THE MAYOR OF THE CITY OF TAMPA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 16, 2020, the Mayor received bids, tabulation of such bids being hereto attached for informational purposes, for the construction of FY20 Wastewater Tuberculated Gravity Pipeline Rehabilitation, and recommends to this Council that the proposal of Insituform Technologies, 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 Insituform Technologies, LLC in the total amount of $1,169,882.40 for construction of the FY20 Wastewater Tuberculated Gravity Pipeline Rehabilitation, 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 resolution provides $1,169,882.40 for the Tuberculated Gravity Pipeline Rehabilitation project for use by the Wastewater Department within the Wastewater Bonds - Series 2020 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.


CHAIRMAN CHAIRMAN PRO-TEM, CITY COUNCIL

APPROVED AS TO LEGAL SUFFICIENCY BY: ATTEST:
Jan McLean, Senior Assistant City Attorney Shirley Jose-Knowles
CITY CLERK/DEPUTY CITY CLERK

*1% for Art: No
Contract 20-C-00030
FY20 Wastewater Tuberculated Gravity Pipeline Rehabilitation

V2020-20
Before the undersigned authority personally appeared Amy Robison who on oath says that he/she is Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter RE: TAMPA BID 20-C-00030 FY20 Wastewater... was published in Tampa Bay Times: 5/13/20 in said newspaper in the issues of Baylink Hillsborough.

Affiant further says the said Tampa Bay Times is a newspaper published in Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Amy Robison
Signature of Affiant

Sworn to and subscribed before me this 05/13/2020

/\__________________________

Signature of Notary Public

Personally known X or produced identification

Type of identification produced

Notary Public State of Florida
David Korsey
My Commission GG 262145
Expires 12/05/2022
City of Tampa
BID TABULATION
Contract: 20-C-00030; FY20 Wastewater Tuberculated Gravity Pipeline Rehabilitation
Bid Opening - June 16, 2020
Posted June 16, 2020

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>TOTAL BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insituform Technologies, LLC</td>
<td>$1,169,882.40</td>
</tr>
<tr>
<td>SAK Construction, LLC.</td>
<td>$1,231,541.00</td>
</tr>
<tr>
<td>Vortex Services, LLC</td>
<td>$1,421,037.80</td>
</tr>
<tr>
<td>Granite Inliner</td>
<td>$1,618,269.00</td>
</tr>
</tbody>
</table>

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 2-262, 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
PROPOSAL

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

Legal Name of Bidder: Insituform Technologies, LLC

Bidder's Fictitious Name, if applicable: N/A

Bidder is an: □ Individual  □ Partnership*  □ Joint Venture*  □ LLC  □ Corp.  □ Other: Limited Liability Company

Bidder is organized under the laws of:  □ State of Florida  □ Other: Delaware

Bidder Mailing Address: 17988 Edison Avenue, Chesterfield, MO 63005

Bidder's License No. (FEIN): 13-3032158

Bidder's FDOS (SUNBIZ) Doc. No.: M12000000304

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 surely 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 kind 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 | X has NOT been debarred or suspended from contracting with a public entity.

(9) Bidder □ has | X 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.
**Contract 20-C-00030;**
FY20 Wastewater Tuberculated Gravity Pipeline Rehabilitation.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Rate/Price in Words</th>
<th>Amount</th>
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<td>100</td>
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<td>LF</td>
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<td>$100,000.00</td>
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<td>102</td>
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<td></td>
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<td>Eighteen Thousand Dollars and zero cents</td>
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<td></td>
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<td></td>
<td>Nineteen Dollars and Sixty Cents</td>
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<td></td>
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<td>Sewer Bypass with Pressure Test Pressure Test</td>
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**Total:** $129,892.00
Contract: 20-G-00030k FY20 Wastewater Tuberculated Gravity Pipeline Rehabilitation

Computed Total Price in Words: **One Million One Hundred Sixty-Nine Thousand Eight Hundred Eighty-Two** dollars and **Forty** cents.

Computed Total Price in Figures: $1,692,440.00

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 553.80-553.88, 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.

<table>
<thead>
<tr>
<th>'Trench Safety Measure' (Description)</th>
<th>Unit of Measure (LF, SY)</th>
<th>Unit Quantity</th>
<th>Unit Cost</th>
<th>Extended Cost</th>
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<td>A. Trench Shoring</td>
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<td>$1.00</td>
<td>$1.00</td>
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<tr>
<td>B.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Cost: $1,000.00**

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: Insulf orm Technologies, LLC.

Authorized Signature: [Signature]

Signature's Printed Name: Diane Parrotte

Signature's Title: Contracting and Attesting Officer

STATE OF: MISSOURI

COUNTY OF: ST. LOUIS

For an **entity**:
The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _16th_ day of _June_ , 2020, by Diane Parrotte as Contracting and Attesting Officer of Insulf orm Technologies, LLC, a partnership of Joint Venture ___ LLC Corp ☐ Other: ______, on behalf of such entity. Such Individual is Personally Known OR Produced Identification, Type of Identification Produced: ________

For an **individual**:
The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this __________ day of __________, 2020, by ___________________________________________________________ such individual is Personally Known OR Produced Identification, Type of Identification Produced: __________________________________________

NOTARY PUBLIC, State of Missouri

Notary Public Name: Jana Lause

Commission No.: 13805515

My Commission Expires: Dec. 5, 2021
The Good Faith Effort Compliance Plan Guidelines for Women/Minority Business Enterprise/Small Local Business Enterprise Participation (City of Tampa — Equal Business Opportunity Program) form the basis of the requirements presented in the document.

**Bid Date:** June 16, 2020

**Contractor Name:** Beaulieu Technologies, LLC

**Signature:** D. Notre Dame

**Date:** June 16, 2020

The Compliant 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 (WBES/LBES) on the referenced contract.

The WBES/LBES 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 WBES/LBES 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 consistent with the compliance evaluation based on the veracity and demonstrable degree of documentation provided with the bid/proposal.

1. **Qualifying Remarks:**
   - Solicited through reasonable and available methods, the WBES/LBESs that have the capability to perform work of the contract. The Bidder or Proposer must solicit this interest with sufficient time to allow the WBES/LBESs to respond. The Bidder or Proposer must take appropriate steps to dialogue with interested WBES/LBESs. See DMI Form for subcontractors solicited.

2. **Qualifying Remarks:**
   - Provided interested WBES/LBESs with adequate, specific scope information about the plans, specifications, and requirements of the contract, including timelines, in a timely manner so that they respond to the requested scopifies required by bid/proposer for the solicitation. See enclosed actual solicitations used.

3. **Qualifying Remarks:**
   - Negotiated in good faith with interested WBES/LBESs that have submitted bids (e.g., adjusted quantities or scope). Documentation of negotiations must include the names, addresses, and telephone numbers of WBES/LBESs 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 WBES/LBESs to perform the work. Additional costs incurred in soliciting and using subcontractors is not a sufficient reason for a bidder/proposer's failure to meet goals or achieve participation; however, such costs are reasonable. Bidders and Proposers are not required to accept subcontracted goals in order to meet the goal.

4. **Qualifying Remarks:**
   - DMI Utilized Forms for sub-contractor/consultant reflect genuine negotiations. This project is an RFP/RFP in nature and negotiations are limited to clarifications of scope/specifications and qualifications. See enclosed documentation.

5. **Qualifying Remarks:**
   - Not rejecting WBES/LBESs as being unqualified without justification based on a thorough investigation of their capabilities. The WBES/LBESs 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.

6. **Qualifying Remarks:**
   - Made an effort to work with WBES/LBESs, subcontractors and suppliers and segmented portions of the work or initial contract to facilitate participation of WBES/LBESs, subcontractors, and suppliers as to facilitate meeting the goal. Sub-Contractors were allowed to bid on their own choice of work or trade without restriction.

7. **Qualifying Remarks:**
   - Made good faith efforts, despite the ability or degree of Bidder/Proposer to perform the work of a contract with its own forces/organization. A Bidder/Proposer who desires to 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.

8. **Qualifying Remarks:**
   - Sub-Contractors were allowed to bid on their own choice of work for the pre-determined portion. Sub-Contractors were not prohibited from submitting bids/proposals and were solicited on work typically self-performed by the prime.

9. **Qualifying Remarks:**
   - Made efforts to assist interested WBES/LBESs in obtaining necessary equipment, supplies, materials, or related assistance or services, including participation in an acceptable mentor-problem program. See enclosed documentation of initiatives and/or agreements.

10. **Qualifying Remarks:**
    - Effective use of the services of the City and other organizations that provide assistance in the procurement and placement of WBES/LBESs. See enclosed documentation.

**Notes:** Provide any unsolicited information that will support the bid/RFP Compliance Evaluation. Named Documents Are:

**MDM Form 50 rev/revise 02/29/16**

**GFECP MBD Form 50**
**Page 1 of 4 – DMI Solicited/Utilized Schedules**

**City of Tampa – Schedule of All Solicited Sub- (Contractors/Consultants/Suppliers)**

**FORM MBD-10**

<table>
<thead>
<tr>
<th>Contract No.: Contract 20-C-00030</th>
<th>Contract Name: F320 Wastewater Tuberculated Gravity Pipeline Rehabilitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name: Institum Technologies, LLC</td>
<td>Address: 17988 Edison Avenue, Chesterfield, MO 63005</td>
</tr>
<tr>
<td>Federal ID: 13-3032158</td>
<td>Phone: (636) 530-8000</td>
</tr>
<tr>
<td>Fax: (636) 530-8701</td>
<td>Email: <a href="mailto:dpartridge@eagan.com">dpartridge@eagan.com</a></td>
</tr>
</tbody>
</table>

Check applicable box(es). Detailed Instructions for completing this form are on page 2 of 4.

- [ ] No Firms were contacted or solicited for this contract.
- [ ] No Firms were contacted because [ ]

See attached list of additional Firms solicited and all supplemental information (List must comply to this form).

**Note:** Form MBD-10 must list ALL subcontractors solicited including Non-minority/small businesses

| NIGP Code Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architect = 906, Engineer & Surveyor = 925, Supplier = 912-77 |

<table>
<thead>
<tr>
<th>S = SBE, W = WBE, O = Neither</th>
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<tr>
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<tr>
<td>873277662</td>
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</tr>
<tr>
<td>592141936</td>
</tr>
<tr>
<td>592359274</td>
</tr>
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</table>

It is hereby certified that the information provided is an accurate and true account of contacts and solicitations for sub-contracting opportunities on this contract.

**Signed:** **Diane Partridge**

**Name/Title:** Contracting and Attesting Officer  
**Date:** June 16, 2020

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive

Forms must be included with Bid or Proposal

MBD 10 rev. effective: 02/2016
Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive

Page 1 of 4 – DMI Solicited/Utilized Schedules
City of Tampa – Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers)
(FORM MBD-10)

Contract No.: Contract 20-2020  Contract Name: FY20 Wastewater Tunnels Ted, Gravity Pipeline Rehabilitation
Company Name: Tasc Home Technologies, Inc.  Address: 17998 Edison Avenue, Chesterfield, MO 63005
Federal ID: 13-3033165  Phone: 636-330-8000  Fax: 636-330-8701  Email: departridge@tascinc.com

Check applicable box(es). Detailed Instructions for completing this form are on page 2 of 4.
[ ] No Firms were contacted or solicited for this contract.
[ ] No Firms were contacted because:
[ ] See attached list of additional Firms solicited and all supplemental Information (List must comply to this form)

Note: Form MBD-10 must list ALL subcontractors solicited including Non-minority/small businesses

NIGP Code Categories: Buildings = 905, General = 912, Heavy = 913, Traddes = 914, Architects = 906, Engineers & Surveyors = 925, Suppliers = 912-77

| S  | W=SLBE  | W=WMBE  | O=Neither  | Federal ID | Company Name | Address | Phone, Fax, Email | Type of Ownership (F=Female, M=Male) | BF, BM = African Am. | BF, BM = Hispanic | AP, AM = Asian Am. | N & IIA = Native Am. | CF, CM = Caucasian | Trade or Services | NIGP Code | Contact Method (L=Letter, F=Fax, E=Email, P=Phone) | Quote or Response Received | VIN |
|----|---------|---------|-------------|------------|--------------|---------|-------------------|-------------------------------------|----------------------------------|-------------------|-------------------|-------------------|---------------------|------------------|----------------|-----------|---------------------------------|-----------------------------|-----|
| S  | 65015612 |         |             | 65015612   | Professional Concrete, Inc | 5220 Oakleaf Ranch Suite S, San Pedro, FL 34953 | 941-921-3660 | david@professionalconcrete.com | BMF/M | 913 | E | V/No-BM |
| S  | 63341914 |         |             | 63341914   | Eco 2000 Inc | 1111 W 10th St, Bushnell, FL 33513 | 352-795-5065 | info@ecominc.com | BMF/M | 912 | E | V/No-BM |
| O  | 65300558 |         |             | 65300558   | LMR Construction Inc | 1901 Westwinds Circle, Winter Haven, FL 33881 | 863-335-9561 | info@lmtcon.com | 913 | E | V/No-BM |
| W  | 65015612 |         |             | 65015612   | Diamond Development, LLC | 905 Spring Valley Dr, Ahwahnee Springs, FL 32719 | 352-331-3494 | diamonddevelopers@gmail.com | CF | 913 | E | V/No-BM |
| W  | 65015612 |         |             | 65015612   | Carl Hawkins Inc | 19513 N Nebraska Ave, Tampa, FL 33613 | 813-427-7370 | info@carlhawkinsinc.com | CF | 913 | E | V/No-BM |

It is hereby certified that the information provided is an accurate and true account of contacts and solicitations for sub-contracting opportunities on this contract.

Signed: [Signature] Name/Title: [Name]Date: June 16, 2020

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive

Forms must be included with Bid / Proposal

MBD 10 rev. effective 02/2016
Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive

Page 3 of 4 - DMI Solicited/Utilized Schedules
City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers)

(FORM MBD-20)

Contract No.: Contract 20-C-00058; Contract Name: FY26 Wastewater Tuberculated Gravity Pipeline Rehabilitation
Company Name: Insiteform Technologies, LLC. Address: 17988 Edison Avenue, Chesterfield, MO 63005
Federal ID: 13-3032158 Phone: (636) 530-8000 Fax: (636) 530-8701 Email: dparkridge@aeglon.com

Check applicable box(es). Detailed Instructions for completing this form are on page 4 of 4.
[ ] See attached list of additional Firms Utilized and all supplemental information (List must comply to this form)

Note: Form MBD-20 must list ALL subcontractors To-Be-Utilized Including Non-minority/small businesses
[ ] No Subcontracting/consulting (of any kind) will be performed on this contract.
[ ] No Firms are listed to be utilized because:

NGIP Code General Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 905, Engineers & Surveyors = 925, Supplier = 912-77

<table>
<thead>
<tr>
<th>S = SLBE</th>
<th>W = WMBE</th>
<th>O = Neither</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal ID</td>
<td>Company Name</td>
<td>Address</td>
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<tr>
<td>FLM47806</td>
<td>Underground Infrastructure Tech.</td>
<td>251 Valencia Ave. #4635 Coral pals, FL 33134</td>
</tr>
<tr>
<td>756-519-4535</td>
<td>Email, Fax, Email</td>
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</table>

Type of Ownership: M-Female M-Male BIFBM = African Am. HFN = Hispanic Am. AFNM = Asian Am. NFN = Native Am. CFCA = Caucasian

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<th>Trade, Services, or Materials</th>
<th>NIGP Code</th>
<th>Listed above</th>
<th>$ Amount of Quote/ Letter of Intent/ (LCI) if available</th>
<th>Percent of Scope or Contract</th>
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<tbody>
<tr>
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<td>913</td>
<td>$218,910.67</td>
<td>19.6%</td>
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</table>

Total ALL Subcontract / Supplier Utilization $ 218,910.67
Total SLBE Utilization $ 218,910.67
Total WMBE Utilization $ 218,910.67
Percent SLBE Utilization of Total Bid/Proposal Amt. %
Percent WMBE Utilization of Total Bid/Proposal Amt. %

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this Contract,

Signed: | Name/Title: Contracting and Attesting Officer Date: June 16, 2020

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive

Forms must be included with Bid / Proposal

MBD 20 rev, effective 02/2016
TAMPA BID BOND

Contract 20-C-00030; FY20 Wastewater Trenched Cylindrical Gravity Pipeline Rehabilitation

KNOW ALL MEN BY THESE PRESENTS, that we, Insubriform Technologies, LLC

17988 Edison Avenue, Chesterfield, MO 63005
(hereinafter called the Principal) and One Tower Square, Hartford, CT 06183
(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 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 20-C-00030, FY20 Wastewater Trenched Cylindrical Gravity Pipeline Rehabilitation.

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 prices 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 it shall remain in full force and effect 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 WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 16th day of June, 2020.

Principal

By

TITLE: Diane Partridge; Contracting & Attesting Officer

By

Travelers Casualty and Surety Company of America

TITLE: Andrew P. Thome; Attorney-in-Fact

(SEAL)

Andrew P. Thome

Producing Agent

825 Maryville Centre Drive, Suite 200
St. Louis, MO 63017

Producing Agent's Address

J.W. Terrill, a Marsh & McLennan Agency, LLC company

Name of Agency

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

BB-1
State of Missouri  
County of St. Louis

On 6/16/2020 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Andrew P. Thome known to me to be Attorney-in-Fact of

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

[Signature]
Andrea McCarthy, Notary Public.

My Commission Expires: [Stamp]
TRAVELERS

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 Andrew P. Thorne, of Chesterfield, Missouri, 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: [Signature]

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

[Seal]

Marie C. Tetrault, 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 appointees 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 16th day of June, 2020.

[Signature]

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.
AGREEMENT

For furnishing all labor, materials, and equipment, together with all work incidental thereto, necessary and required for the performance of the work for the construction of FY20 Wastewater Tuberculated Gravity Pipeline Rehabilitation in accordance with your Proposal dated June 16, 2020, for the total amount of $1,169,882.40 as computed in accordance with subsections I-2.09 and I-2.10 of the Instructions to Bidders.

This AGREEMENT, made and entered into in triplicate, between the City of Tampa, Florida, hereinafter called the City, and Insiteform Technologies, LLC hereinafter called the Contractor, as of the _____ day of ___________________ 20___ when the City Council of the City of Tampa, Florida adopted a Resolution authorizing, among other things, the Mayor's execution of this Agreement.

WITNESSETH that, in consideration of the mutual stipulations, agreements, and covenants herein to be kept, paid, and performed, the parties hereto agree for themselves, their successors and assigns, as follows:

Contract 20-C-00030; FY20 Wastewater Tuberculated Gravity Pipeline Rehabilitation, shall include, but not be limited to, the rehabilitation of 8-inch, 10-inch, 12-inch, 15-inch and 18-inch diameter gravity sewers at various locations throughout the City of Tampa Wastewater Department's service area including detuberculation, cleaning and inspection, sewage bypass pumping, maintenance of traffic and surface restoration with all associated work required for a complete project in accordance with the Contract Documents.

Contract Documents referred to in Article 1.01 of this Agreement also includes this volume, applicable standard drawings, the plans and any provisions referred to whether actually attached or not.
IN WITNESS THEREOF, the parties have hereunto set their hands and seals, and such of them as are corporation have caused these present to be signed by their duly authorized officers.

CITY OF TAMPA, FLORIDA

________________________________________
Jane Castor, Mayor
(SEAL)

ATTEST:

________________________________________
City Clerk

Approved as to Form:
The execution of this document was authorized
by Resolution No. _________________________

______________
Justin R. Vaske E/S
Justin R. Vaske, Assistant City Attorney

INSITUFORM TECHNOLOGIES, LLC
Contractor

By: ________________________________
Diane Partridge
(SEAL)
Title: Contracting & Attesting Officer

ATTEST:

________________________________________
Witness
TAMPA AGREEMENT (ACKNOWLEDGMENT OF PRINCIPAL)

STATE OF
COUNTY OF

For a Corporation:

STATE OF _______________________
COUNTY OF _____________________

The foregoing instrument was Sworn to (or affirmed) and subscribed before me by means of □ physical presence or □ online notarization, this __________ day of ______________ , 2020, by ________________________________, a/n ________________________________, on behalf of such entity. Such individual is Personally Known OR Produced Identification. Type of Identification Produced _______________________.

[NOTARY SEAL]

Notary Public, State of _______________________
Notary Printed Name: _______________________
Commission No.: ___________________________
My Commission Expires: ______________________

For an Individual:

STATE OF _______________________
COUNTY OF _______________________

The foregoing instrument was Sworn to (or affirmed) and subscribed before me by means of □ physical presence or □ online notarization, this __________ day of ______________ , 2020, by ________________________________, Such individual is Personally Known OR Produced Identification. Type of Identification Produced _______________________.

[NOTARY SEAL]

Notary Public, State of _______________________
Notary Printed Name: _______________________
Commission No.: ___________________________
My Commission Expires: ______________________

For a Firm:

STATE OF _______________________
COUNTY OF _______________________

The foregoing instrument was Sworn to (or affirmed) and subscribed before me by means of □ physical presence or □ online notarization, this __________ day of ______________ , 2020, by ________________________________, a/n ________________________________, on behalf of such entity. Such individual is Personally Known OR Produced Identification. Type of Identification Produced _______________________.

[NOTARY SEAL]

Notary Public, State of _______________________
Notary Printed Name: _______________________
Commission No.: ___________________________
My Commission Expires: ______________________

A-15
PUBLIC CONSTRUCTION BOND

Bond No. (enter bond number)

Name of Contractor:

Principal Business Address of Contractor:

Telephone Number of Contractor:

Name of Surety (if more than one list each):

Principal Business Address of Surety:

Telephone Number of Surety:

Owner is The City of Tampa, Florida

Principal Business Address of Owner: 306 E Jackson St, Tampa, FL 33602

Contract Administration Department (280A4N)

Telephone Number of Owner: 813/274-8456

Contract Number Assigned by City to contract which is the subject of this bond:

Legal Description or Address of Property Improved or Contract Number is:

General Description of Work and Services:
KNOW ALL MEN BY THESE PRESENTS That we, ____________________________________________

(Name of Contractor)

as Principal, hereinafter called CONTRACTOR, of the State of ____________________________, and

________________________________________ (Name of Surety)

a corporation organized and existing under and by virtue of the laws of the State of ____________________________, and regularly authorized to do business in the State of Florida, as SURETY, are held and firmly bound unto the City of Tampa, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter called Owner, in the penal sum of ____________________________ Dollars and ____________________________ Cents ($ ____________________________), lawful money of the United States of America, for the payment whereof well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated ______________, ____, 20__, between Principal and Owner for construction of ____________________________, the contract being made a part of this bond by reference, in the time and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1) (Section 713.01), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

5. Contractor and Surety acknowledge that the Work for which this bond has been issued may be one of several such contract documents for a group of projects. This bond does not secure covenants to pay for or to perform design services survey or program management services. The Owner/Obligee is expected to reasonably account for damages that are caused to Owner with respect to Principal’s (Contractor’s) default in performance of the scope of the Work incorporated by reference into the bond, and notwithstanding any contractual or common law remedy permitted to Owner as against Contractor, the obligation of Surety for any damages under this bond shall be determined by the cost of completion of the Work less the contract balance unpaid upon default of Contractor for the Work plus liquidated damages at the rate of $500.00 per day for delays by the Contractor and/or Surety in reaching substantial completion.

6. The notice requirements for claimants and conditions for entitlement to payment set forth in Section 255.05, Fla. Stat. and the limitations period to actions upon Section 255.05, Fla. Stat. bonds apply to claimants seeking payment from surety under this bond. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05, Florida Statutes.

7. The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the contract documents or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to Work or to the specifications.

PB-2
8. The above SURETY states that it has read all of the Contract Documents made by the CONTRACTOR with the CITY, hereto attached, and the terms and conditions of the contract and work, and is familiar therewith and in particular those portions of the Agreement concerning the guaranty of such CONTRACTOR for a period of one year following the date of the final acceptance of the completed work under the Contract by the CITY, all of which this BOND includes.

DATED ON ______________________, 20____

(Name of Principal)  

(Name of Surety)

(Principal Business Address)  

(Surety Address)

By ______________________  

(By ______________________  

(As Attorney in Fact)*

Title ______________________  

Telephone Number of Surety

Telephone Number of Principal

Approved as to legal sufficiency:

Countersignature:

By ______________________  

Assistant City Attorney

(Name of Local Agency)

(Address of Resident Agent)

By ______________________

Title ______________________

Telephone Number of Local Agency

*(As Attorney in Fact) attach Power of Attorney and Current Certificate with Original Signature
DATE: July 22, 2020
TO: Michael Chucren, Director, Contract Administration Department
FROM: Gregory K. Hart, Manager
RE: EBO Bid Compliance Evaluation - GFECPC Solicitation and Utilization Audit

PROJECT: 20-C-00030: FY20 Wastewater Tuberculated Gravity Pipeline Rehabilitation
LOW BIDDER: Insituform Technologies, LLC
BID AMOUNT: $1,169,882.40
U-WMBE (BBE) Subcontract Goal: 7.0%
U-WMBE Goal Attainment: 0.0 %
Good Faith Effort Compliance: Compliant – Met Requirements

The Equal Business Opportunity Office evaluated the Good Faith Effort Compliance Plan (GFECPC) submitted by low bidder Insituform Technologies, LLC and determined they complied with the requirements of the Equal Business Opportunity Program (EBO) at time of bid by having performed meaningful action steps to (a) identify and (b) directly solicit Underutilized-WMBE 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 U-WMBE companies represented a minimum availability group of seven (7) firms, within an overall availability group of twenty (20+) available 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 the bidder's overall project participation when GFECPC criteria for the underutilized group are met.

<table>
<thead>
<tr>
<th>Certification Type</th>
<th>Classification</th>
<th>Classification</th>
<th>Totals</th>
</tr>
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</table>

Ancillary Participation

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</thead>
<tbody>
<tr>
<td>WMBE/SLBE</td>
<td>-0-</td>
<td>-0-</td>
</tr>
</tbody>
</table>

Compliance Statement: The contract involves specialized rehabilitation tasks with limited subcontract opportunity. The low bidder, Insituform Technologies, LLC conducted demonstrable outreach and is deemed compliant with bid specifications.

Gregory Hart
Gregory K. Hart, MPA, CPPA
GKH:RT

tampagov.net