

Bid
Agmt

RESOLUTION NO. 2020-_____

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.

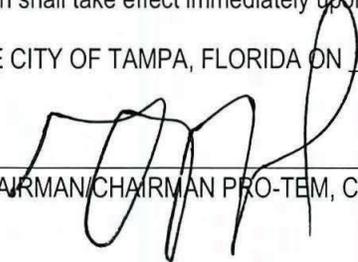
Section 5. Any and all technical errors, informalities and irregularities in the proposal of the Contractor are hereby waived.

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.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA ON AUG 20 2020.



CHAIRMAN/CHAIRMAN PRO-TEM, CITY COUNCIL

APPROVED AS TO LEGAL SUFFICIENCY BY:
Jan McLean, Senior Assistant City Attorney

ATTEST: 

CITY CLERK/DEPUTY CITY CLERK

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

Y2020-20

Tampa Bay Times
Published Daily

City of Tampa Bid 20-C-00030
FY20 Wastewater Tuberculated Gravity
Pipeline Rehabilitation: Deadline
1:30 PM, 6/16/20. Download Bid from
DemandStar.com or tampagov.net/
contract-administration/programs/
construction-contract-bidding.
5/13/2020 (83252)

STATE OF FLORIDA
COUNTY OF Hillsborough

} ss

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.

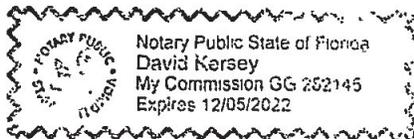
Amy Robison
Signature Affiant

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

[Signature]
Signature of Notary Public

Personally known X or produced identification

Type of identification produced _____



City of Tampa
BID TABULATION
Contract: 20-C-00030; FY20 Wastewater Tuberculated Gravity Pipeline
Rehabilitation
Bid Opening - June 16, 2020
 Posted June 16, 2020

CONTRACTOR	TOTAL BID AMOUNT
Insituform Technologies, LLC	\$1,169,882.40
SAK Construction, LLC.	\$1,231,541.00
Vortex Services, LLC	\$1,421,037.80
Granite Inliner	\$1,618,269.00

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

Bids Received By: *Jim Greiner*

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

OK

ALB

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 a/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 Federal Employee Identification No. (FEI/EIN): 13-3032158

Bidder's License No.: CGC1510306 Bidder's FDOS (SUNBIZ) Doc. No.: M12000000304
(See Ch. 489, FS; use entity's, individual's only if applicable)

Bidder Contact Name**: Diane Partridge Email: dpartridge@aegion.com Phone: (636) 530-8000

Bidder's own initial application for employment has criminal history screening practices similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code (Responses, whether "Yes" or "No", are for informational purposes only and will not be used as a basis of award or denial, nor as a basis for any protest): Yes No

The below named person, appearing before the undersigned authority and after being first duly sworn, for him/herself and on behalf of the entity submitting this Proposal does hereby affirm and declare as follows:

- (1) He/She is of lawful age and is authorized to act on behalf of Bidder (the individual, partnership, corporation, entity, etc. submitting this Proposal) and that all statements made in this document are true and correct to the best of my knowledge.
- (2) If Bidder is operating under a fictitious name, Bidder has currently complied with any and all laws and procedures governing the operation of businesses under fictitious names in the State of Florida
- (3) No person or entity other than Bidder has any interest in this Proposal or in the Contract proposed to be entered into.
- (4) This Proposal is made without any understanding, agreement, or connection with any person or entity making Proposal for the same purposes, and is in all respects fair and without collusion or fraud.
- (5) Bidder is not in arrears to the City of Tampa, upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the City of Tampa.
- (6) That no officer or employee or person whose salary is payable in whole or in part from the City Treasury is, shall be or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this Proposal, or in the performance of the Contract, or in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof.
- (7) Bidder has carefully examined and fully understands the Solicitation and has full knowledge of the scope, nature, and quality of the work to be performed; furthermore, Bidder has carefully examined the site of the work and that, from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality, and quantity of materials and the kinds and extent of equipment and other facilities needed for the performance of the work, the general and local conditions and all difficulties to be encountered, and all other items which may, in any way, affect the work or its performance.
- (8) Bidder (including its principals) has | has NOT been debarred or suspended from contracting with a public entity.
- (9) Bidder has | has NOT implemented a drug-free workplace program that meets the requirements of Section 287.087, Florida Statutes.
- (10) Bidder has carefully examined and fully understands all the component parts of the Contract Documents and agrees Bidder will execute the Contract, provide the required Public Construction Bond, and will fully perform the work in strict accordance with the terms of the Contract and Contract Documents therein referred to for the following prices, to wit:

* If a Partnership or Joint Venture, attach Partnership or Joint Venture Agreement.
** Someone the City may contact with questions/correspondence regarding this Solicitation and/or permits.

**Contract 20-C-00030;
FY20 Wastewater Tuberculated Gravity Pipeline Rehabilitation.**

Item No.	Item	Quantity	Unit	Unit Price in Words	Unit Price	Total
100	Contingency	1	LS	One Hundred Thousand Dollars Zero Cent	\$ 100,000.00	\$ 100,000.00
102	MOT	1	LS	Eighteen Thousand Dollars and zero cents	\$ 18,000.00	\$ 18,000.00
0408.2850	Cured in Place Pipe for 8" Dia. Gravity Sewer (238 inch thick)	1723	LF	Twenty Eight Dollars and Seventy Cents	\$ 28.70	\$ 49,429.70
0410.2850	Cured in Place Pipe for 10" Dia. Gravity Sewer (285 inch thick)	2539	LF	Thirty Seven Dollars and Sixty Cents	\$ 37.80	\$ 95,466.40
0412.2850	Cured in Place Pipe for 12" Dia. Gravity Sewer (325 inch thick)	2711	LF	Thirty Nine Dollars and Forty Cents	\$ 39.40	\$ 106,813.40
0415.2850	Cured in Place Pipe for 15" Dia. Gravity Sewer (354 inch thick)	482	LF	Fifty Eight Dollars and Seventy Cents	\$ 58.70	\$ 27,119.40
0418.3840	Cured in Place Pipe for 18" Dia. Gravity Sewer (354 inch thick)	685	LF	Fifty Nine Dollars and Thirty Cents	\$ 59.30	\$ 41,213.50
0821.08	Cleaning & Inspection of Tuberculated Cast Iron or Ductile Iron Sewer, 8" Dia.	5022	LF	Eighteen Dollars and Fifty Cents	\$ 18.50	\$ 92,907.00
0821.10	Cleaning & Inspection of Tuberculated Cast Iron or Ductile Iron Sewer, 10" Dia.	942	LF	Nineteen Dollars and Zero Cents	\$ 19.00	\$ 17,898.00
0821.12	Cleaning & Inspection of Tuberculated Cast Iron or Ductile Iron Sewer, 12" Dia.	2016	LF	Nineteen Dollars and Sixty Cents	\$ 19.60	\$ 39,513.60
0821.15	Cleaning & Inspection of Tuberculated Cast Iron or Ductile Iron Sewer, 15" Dia.	30	LF	Twenty Six Dollars and Forty Cents	\$ 26.40	\$ 792.00
0821.18	Cleaning & Inspection of Tuberculated Cast Iron or Ductile Iron Sewer, 18" Dia.	341	LF	Thirty One Dollars and Seventy Cents	\$ 31.70	\$ 10,809.70
0801.08	Hydraulic Cleaning & Inspection of 8" Dia. Gravity Sewer	1208	LF	Two Dollars and Ten Cents	\$ 2.10	\$ 25,638.90
0801.10	Hydraulic Cleaning & Inspection of 10" Dia. Gravity Sewer	1597	LF	Two Dollars and Forty Cents	\$ 2.40	\$ 3,832.80
0801.12	Hydraulic Cleaning & Inspection of 12" Dia. Gravity Sewer	605	LF	Two Dollars and Fifty Cents	\$ 2.50	\$ 1,737.50
0801.15	Hydraulic Cleaning & Inspection of 15" Dia. Gravity Sewer	492	LF	Seven Dollars and Ninety Cents	\$ 7.90	\$ 3,412.80
0801.18	Hydraulic Cleaning & Inspection of 18" Dia. Gravity Sewer	654	LF	Nine Dollars and Zero Cents	\$ 9.00	\$ 3,186.00
9000	Sewer Bypass with Tanker Truck	10	EO	Two Thousand Two Hundred Dollars Three Hundred Seventeen Dollars, Forty Cents	\$ 2,200.00	\$ 22,000.00
0700	Disposal of Debris	50	CY	Zero Dollars and Five Cents	\$ 37.40	\$ 1,570.00
9050.08	Sewage Bypass Pumping for 8" Dia. Sewer	1733	LF	Zero Dollars and Five Cents	\$ 0.05	\$ 88.15
9050.10	Sewage Bypass Pumping for 10" Dia. Sewer	2539	LF	Zero Dollars and Five Cents	\$ 0.05	\$ 126.95
9050.12	Sewage Bypass Pumping for 12" Dia. Sewer	2711	LF	Two Dollars and Ten Cents	\$ 2.10	\$ 5,693.10
9050.15	Sewage Bypass Pumping for 15" Dia. Sewer	482	LF	Five Dollars and Thirty Cents	\$ 5.30	\$ 2,448.60
9050.18	Sewage Bypass Pumping for 18" Dia. Sewer	1685	LF	Eight Dollars and Fifty Cents	\$ 8.50	\$ 14,307.50
2050	Reconnected Service Connections	204	EA	One Hundred Sixteen Dollars Zero Cents	\$ 16.00	\$ 3,264.00
				Total		\$ 1,169,892.40

Contract 20-C-00030; 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: \$ 1,169,882.40

Bidder acknowledges that the following addenda have been received and that the changes covered by the addendum(s) have been taken into account in this proposal: #1 #2 #3 #4 #5 #6 #7 #8

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

Bidder acknowledges that it is aware of Florida's Trench Safety Act (Sections 553.60-553.64, Florida Statutes), and agrees that Bidder together with any involved subcontractors will comply with all applicable trench safety standards. Bidder further acknowledges that included in the various items of this Proposal and the total bid price (as applicable) are costs for complying with the Trench Safety Act. Bidder further identifies the costs and methods summarized below.

Trench Safety Measure (Description)	Unit of Measure (LF, SY)	Unit Quantity	Unit Cost	Extended Cost
A. <u>Trench Shoring</u>	<u>EA</u>	<u>1</u>	<u>\$ 1.00</u>	<u>\$ 1.00</u>
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
Total Cost: \$				<u>1.00</u>

Accompanying this Proposal is a certified check, cashier's check or Tampa Bid Bond (form included herein must be used) for at least five percent (5%) of the total amount of the Proposal which check shall become the property of the City, or which bond shall become forthwith due and payable to the City, if this Proposal shall be accepted by the City and the Bidder shall fail to enter into a legally binding contract with and to furnish the required Public Construction Bond to the City within twenty (20) days after the date of its receipt of written Notice of Award by the City so to do.

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE PROPOSAL BEING DECLARED NON-RESPONSIVE.

(SEAL) Name of Bidder: Insituform Technologies, LLC
 Authorized Signature: [Signature]
 Signer's Printed Name: Diane Partridge
 Signer's Title: Contracting and Attesting Officer

STATE OF MISSOURI
 COUNTY OF ST. LOUIS

For an entity: The forgoing 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 Partridge as Contracting and Attesting Officer of Insituform Technologies, LLC, a/n Partnership Joint Venture LLC Corp Other: _____, on behalf of such entity. Such individual is Personally Known OR Produced Identification. Type of Identification Produced: Personally Known

For an individual: The forgoing 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: _____



JANA LAUSE
 My Commission Expires
 December 5, 2021
 St. Louis County
 Commission # 13805615 P-3

[Signature]
 Notary Public, State of Missouri
 Notary Printed Name: Jana Lause
 Commission No.: 13805615
 My Commission Expires: Dec. 5, 2021



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

Contract Name Contract 20-C-00030: FY20 Wastewater Tuberculated Gravity Pipeline Rehabilitation Bid Date June 16, 2020
 Bidder/Proposer Insituform Technologies, LLC
 Signature *Diane Partridge* Date June 16, 2020
 Name Diane Partridge Title Contracting and Attesting Officer

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

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

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

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

- (1) Solicited through reasonable and available means the interest of WMBE/SLBEs that have the capability to perform the work of the contract. The Bidder or Proposer must solicit this interest within sufficient time to allow the WMBE/SLBEs to respond. The Bidder or Proposer must take appropriate steps to follow up initial solicitations with interested WMBE/SLBEs. See DMI report forms for subcontractors solicited. See enclosed supplemental data on solicitation efforts. Qualifying Remarks:
- (2) Provided interested WMBE/SLBEs with adequate, specific scope information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner to assist them in responding to the requested scope identified by bidder/proposer for the solicitation. See enclosed actual solicitations used. Qualifying Remarks:
- (3) Negotiated in good faith with interested WMBE/SLBEs that have submitted bids (e.g. adjusted quantities or scale). Documentation of negotiation must include the names, addresses, and telephone numbers of WMBE/SLBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with WMBE/SLBEs to perform the work. Additional costs involved in soliciting and using subcontractors is not a sufficient reason for a bidder/proposer's failure to meet goals or achieve participation, as long as such costs are reasonable. Bidders are not required to accept excessive quotes in order to meet the goal. DMI Utilized Forms for sub-(contractor/consultant) reflect genuine negotiations This project is an RFQ/RFP in nature and negotiations are limited to clarifications of scope/specifications and qualifications. See enclosed documentation. Qualifying Remarks:
- (4) Not rejecting WMBE/SLBEs as being unqualified without justification based on a thorough investigation of their capabilities. The WMBE/SLBEs standing within its industry, membership in specific groups, organizations, associations and political or social affiliations are not legitimate causes for rejecting or not soliciting bids to meet the goals. Not applicable. See attached justification for rejection of a subcontractor's bid or proposal. Qualifying Remarks:
- (5) Made scope(s) of work available to WMBE/SLBE subcontractors and suppliers; and, segmented portions of the work or material consistent with the available WMBE/SLBE subcontractors and suppliers, so as to facilitate meeting the goal. Sub-Contractors were allowed to bid on their own choice of work or trade without restriction to a pre-determined portion. See enclosed comments. Qualifying Remarks:
- (6) Made good faith efforts, despite the ability or desire of Bidder/Proposer to perform the work of a contract with its own forces/organization. A Bidder/Proposer who desires to self-perform the work of a contract must demonstrate good faith efforts if the goal has not been met. Sub-Contractors were not prohibited from submitting bids/proposals and were solicited on work typically self-performed by the prime. Qualifying Remarks:
- (7) Segmented portions of the work to be performed by WMBE/SLBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units (quantities/scale) to facilitate WMBE/SLBE participation, even when the Bidder/Proposer might otherwise prefer to perform these work items with its own forces. Sub-Contractors were allowed to bid on their own choice of work or trade without restriction to a pre-determined portion. Sub-Contractors were not prohibited from submitting bids/proposals and were solicited on work typically self-performed by the prime. See enclosed comments. Qualifying Remarks:
- (8) Made efforts to assist interested WMBE/SLBEs in obtaining bonding, lines of credit, or insurance as required by the city or contractor. See enclosed documentation on initiatives undertaken and methods to accomplish. Qualifying Remarks: NA
- (9) Made efforts to assist interested WMBE/SLBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, including participation in an acceptable mentor-protégé program. See enclosed documentation of initiatives and/or agreements. Qualifying Remarks: NA
- (10) Effectively used the services of the City and other organizations that provide assistance in the recruitment and placement of WMBE/SLBEs. See enclosed documentation. The following services were used:

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



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-C-00030; Contract Name: FY20 Wastewater Tuberculated Gravity Pipeline Rehabilitation
 Company Name: Insituform Technologies, LLC Address: 17988 Edison Avenue, Chesterfield, MO 63005
 Federal ID: 13-3032158 Phone: (636) 530-8000 Fax: (636) 530-8701 Email: dpartridge@aegion.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 = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

S = SLBE W = WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
272127262 O	<u>Underground Infrastructure Tech 251 Valencia Ave # 4655, Coral Gables FL 33134 786-519-4535 Balandra@UITFL.com</u>	<u>HM</u>	<u>913</u>	<u>E</u>	<u>Y</u>
463561860 W	<u>McKenzie Contracting LLC. 7712 W Broadway Ave Tampa FL 33619 813-464-4429 F 813-454-4429 <u>thelack@mcckenziecontracting.com</u></u>	<u>BBE/BM</u>	<u>912</u>	<u>E</u>	<u>N</u>
692548614 S	<u>Castco Construction LLC 9001 125th Ave N Largo FL 33773 727-585-4714 F 727-585-5091 <u>ccnstr@tampabay.com</u></u>	<u>HM</u>	<u>912</u>	<u>E</u>	<u>N</u>
593034012 S	<u>Sunset Utility Construction, Inc. P.O. Box 272293 Tampa FL 33688 813-949-3749 F 813-999-0408 <u>LINA.BASS@Sunset-UT.com</u></u>	<u>CM</u>	<u>912</u>	<u>E</u>	<u>N</u>
810763816 S	<u>Cornerstone Barricades Inc. 3201 SW 42nd Street Gainesville FL 32608 352-373-8001 F 352-377-8976 <u>seiji.falade@cornerstonebarricades.com</u></u>	<u>BBE/BM</u>	<u>912</u>	<u>E</u>	<u>N</u>
454149326 S	<u>Excel LLC, 318 N John Young Parkway Suite 6 Kissimmee FL 34741 813-433-3486 F 813-433-3486 <u>excel411@yahoo.com</u></u>	<u>BBE/BM</u>	<u>912</u>	<u>E</u>	<u>N</u>
592345574 S	<u>Exclusive Contractors, Inc. 2775 10th Ave Bartow FL 33830 863-559-1039 <u>roadcontractor@yahoo.com</u></u>	<u>BBE/BM</u>	<u>912</u>	<u>E</u>	<u>N</u>

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 / Proposal**



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-G-0080 Contract Name: FY20 Wastewater Tuberculated Gravity Pipeline Rehabilitation
 Company Name: Instaform Technologies LLC Address: 17988 Edison Avenue, Chesterfield, MO 63005
 Federal ID: 13-3032158 Phone: 636-530-8000 Fax: 636-530-8701 Email: dpartridge@aeqion.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=909, General=912, Heavy=913, Trades=914, Architects=906, Engineers & Surveyors=925, Supplier=912-77

S = SLBE W=WMBE O= Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (Listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
650715612 S	Professional Concrete, Inc 5220 McIntosh Road Suite 101 Sarasota FL 34233 941-921-3660 F 941-921-5371 david@professionalconcrete.com	DBE/BM	913	E	Y/NO-BID
593648996 S	Eco 2000 INC 1611 W C-48 Bushnell FL 33513 352-793-5060 F 352-793-9674 waterwork@eco2000inc.com	DBE/BM	912	E	N
N/A O	LMR Construction Inc 997 Frostproof FL 33843 888-635-4651 F 888-225-0158 lmc@montez@latravel.com	HM	913	E	N
N/A W	Diamond Development LLC 90's Spring Valley Dr Altamonte Springs FL 32714 352-551-3194 diamonddevelopmentllc@gmail.com	CF	912	E	N
N/A W	Carl Hankins, Inc. 14512 N. Nebraska Ave Tampa FL 33613 813-977-7270 F 813-977-5412 Terrihcd@chisesinc.com	CF	913	E	N

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: Diane Partridge Contracting Attorney 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**

TAMPA BID BOND
Contract 20-C-00030, FY20 Wastewater Tuberculated Gravity Pipeline Rehabilitation

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

17988 Edison Avenue, Chesterfield, MO 63005

Travelers Casualty and Surety Company of America
(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 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 20-C-00030, FY20 Wastewater Tuberculated 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 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 16 day of June, 2020

Principal

Insituform Technologies, LLC

BY Diane Partridge

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.

State of Missouri
County of St. Louis

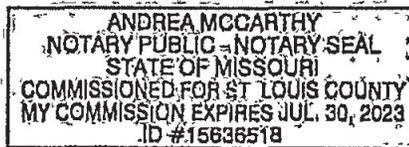
On 6/16/2020 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Andrew P. Thome known to me to be Attorney-in-Fact of

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.

Andrea McCarthy
Andrea McCarthy, Notary Public



My Commission Expires: _____



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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Andrew P. Thome**, 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.

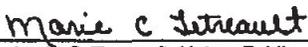
By: 
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




Marie C. Tetreault, Notary Public

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

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

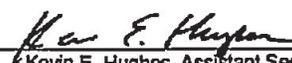
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 16 day of June, 2020




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3980.
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 Insituform 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.

TAMPA
AGREEMENT

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 _____)
) SS:
COUNTY OF _____)

For a Corporation:

STATE OF _____
COUNTY OF _____

The forgoing instrument was Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2020, by _____ as _____ of _____, a/n Partnership Joint Venture LLC Corp Other: _____, 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 forgoing 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 forgoing instrument was Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2020, by _____ as _____ of _____, a/n Partnership Joint Venture LLC Corp Other: _____, 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: _____

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.

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



City of Tampa
Jane Castor, Mayor

Equal Business Opportunity

Gregory K. Hart, Manager

306 East Jackson Street, 3N

Tampa, Florida 33602

Office (813) 274-5522

Fax: (813) 274-5544

DATE: July 22, 2020

TO: Michael Chucran, Director, Contract Administration Department

FROM: Gregory K. Hart, Manager

RE: EBO Bid Compliance Evaluation - GFCEP 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 (GFCEP) 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 GFCEP criteria for the underutilized group are met.

U-WMBE/SLBE Subcontract Goal Attainment

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

Ancillary Participation

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

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