Bid Agmt

CAD/MH

RESOLUTION NO. 2020-513

A RESOLUTION ACCEPTING THE PROPOSALS OF RTD CONSTRUCTION, INC. IN THE AMOUNT OF $643,150.25 AND PREMIER METER TECHNOLOGY, LLC IN THE AMOUNT OF $679,575 PERTAINING TO CONTRACT 20-C-00036; CITYWIDE METER REPLACEMENT; AUTHORIZING THE EXECUTION OF THE CONTRACTS BY THE MAYOR OF THE CITY OF TAMPA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 2, 2020, the Mayor received bids, tabulation of such bids being hereto attached for informational purposes, for the construction of Citywide Meter Replacement, and recommends to this Council that the proposals of RTD Construction, Inc. and Premier Meter Technology, LLC be accepted, funds therefore being available in the appropriate account;

NOW, THEREFORE,

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

Section 1. The proposals of RTD Construction, Inc., in the amount of $643,150.25 and Premier Meter Technology, LLC in the amount of $679,575 for construction of the Citywide Meter Replacement, in accordance with plans, specifications and other related contract documents prepared by the Contract Administration Department, are hereby approved and accepted; and the Contracts are hereby awarded to the said Contractors. For convenience, the contract with RTD Construction, Inc. shall be designated 20-C-36001, and the contract with Premier Meter Technology, LLC shall be designated 20-C-36002.

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 Contracts 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 proposals of the Contractors are hereby waived.

Section 6. The bid security of the bidders shall be returned in accordance with the provisions of the contract documents for this project.

Section 7. Funding for the Awards to RTD Construction, Inc. in the amount of $643,150.25, and Premier Meter Technology, LLC in the amount of 679,575, for a total of $1,322,725.25, is available from various funds and shall be controlled by requisition for use by the Water Department as needed.

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:
Shirley Ann-Knowles
City Clerk

Y2020-19

0000081340-01

Tampa Bay Times
Published Daily

City of Tampa Bid 20-C-00036
Citywide Meter-Hydrant-Valve Installation and Replacement: Deadline 1:30 PM, 6/2/20. Download Bid from DemandStar.com or tampagov.tampagov.net/contract-administration/programs/construction-contract-bidding.
5/3/2020 (81340)

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-00036** was published in **Tampa Bay Times: 5/ 3/20** 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 .05/03/2020

Signature of Notary Public

Personally known X or produced identification

Type of identification produced _____

Notary Public State of Florida
David Kersey
My Commission GG 282146
Expires 12/05/2022

City of Tampa

BID TABULATION

Contract: 20-C-00036; Citywide Meter Replacement

Bid Opening - June 02, 2020

Posted June 02, 2020

CONTRACTOR	TOTAL BID AMOUNT
RTD Construction, Inc	$643,150.25
Premier Meter Technology, LLC	$679,575.00
S & S Directional Boring and Cable Contractors, Inc	$732,775.00
RTS Water Solutions, LLC	$745,123.25
Vanguard Utility Service, Inc	$778,550.00
National Metering Services, Inc	$807,275.00
Harris-McBurney Company	$827,200.00
Professional Meters, Inc	$833,592.00
U.S. Water Servives Corporation	$992,700.00
Carl Hankins, Inc	$1,084,000.00

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

ALB

PROPOSAL

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

Legal Name of Bidder: RTD Construction, Inc.

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

Bidder is a/an: ☐ Individual ☐ Partnership* ☐ Joint Venture* ☐ LLC ☑ Corp. ☐ Other:

Bidder is organized under the laws of: ☑ State of Florida ☐ Other:

Bidder Mailing Address: P.O. box 2439, Zephyrhills, FL 33539-2439

Bidder's Federal Employee Identification No. (FEI/EIN): 59-3223426

Bidder's License No.: CGC060736 / CUC057278 Bidder's FDOS (SUNBIZ) Doc. No.: P93000074511
(See Ch. 489. FS; use entity's, individual's only if applicable)

Bidder Contact Name**: Dannie E. Jordan Email: dj@rtdconstruction.com Phone: (813) 783-9119

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.

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 Citywide Meter Replacement Bid Date 6/2/2020
Bidder/Proposer RTD Construction, Inc.
Signature Dannie E. Jordan Date 5/28/2020
Name Dannie E. Jordan Title President

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:

(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:**

(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:

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

Contract 20-C-00036; Citywide Meter Replacement

Computed Total Price in Words: SIX HUNDRED FORTY THREE THOUSAND One HUNDRED FIFTY dollars and Twenty Five cents.

Computed Total Price in Figures: $ 643,150.25

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.	Sloping	LF	1,000	1.00	1,000.00
B.					
C.					

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: RTD Construction, Inc.

Authorized Signature: Dannie E. Jordan

Signer's Printed Name: Dannie E. Jordan

Signer's Title: President

STATE OF Florida

COUNTY OF Pasco

For an entity: The forgoing instrument was Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 28th day of May, 2020, by Dannie E. Jordan as President of RTD Construction, Inc., a/n ☐ Partnership ☐ Joint Venture ☐ LLC ☑ Corp ☐ Other: N/A, on behalf of such entity. Such individual is (Personally Known) OR Produced Identification. Type of Identification Produced: ____

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: ____

[NOTARY SEAL]

Michael R. Stanaback
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG117326
Expires 6/21/2021

Notary Public, State of ____

Notary Printed Name: ____

Commission No.: ____

My Commission Expires: ____

Revised 20200114

Contract 20-C-00036;
Citywide Meter Replacement

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words		Unit Price		Total Computed Price
2000	Replace 5/8"x3/4" and 1" meters	EA	14,000		$	23.60	$	330,400.00
3000	Meter inspection	EA	1000		$	19.38	$	19,380.00
4000	Install re-setter for 5/8" meter	EA	1400		$	22.61	$	31,654.00
4100	Install re-setter for 1" meter	EA	500		$	25.84	$	12,920.00
5000	Install 3/4" curb stop	EA	1400		$	49.34	$	69,076.00
5100	Install 1" curb stop	EA	500		$	54.27	$	27,135.00
6000	Replace meter box in pavement/sidewalk	EA	50		$	159.09	$	7,954.50
6100	Replace meter box in grass	EA	2800		$	20.87	$	58,436.00
7000	Replace meter box lid	EA	2800		$	13.57	$	37,996.00
8000	Install meter coupling into consumer-side direct/straight connects	EA	125		$	33.59	$	4,198.75
9000	Contingency	LS	1	Thirty Eight Thousand Dollars	$	38,000	$	38,000
9100	One-Time Performance Bond Allowance	LS	1	Six Thousand Dollars	$	6,000	$	6,000
					$	TOTAL	$	643,150.25

City of Tampa

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.: 20-C-00036 Contract Name: Citywide Meter Replacement
Company Name: RTD Construction, Inc. Address: 38038 North Ave., Zephyrhills, FL 33542
Federal ID: 59-3223426 Phone: 813-783-9119 Fax: 813-783-9333 Email: dj@rtdconstruction.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:** No Work will be subcontracted.
[ ] **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 Federal ID	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
N/A N/A	N/A	N/A	N/A	N/A	N/A
	Failure to Complete, Sign and Submit this form with your Bid or Proposal Shall render the Bid Non-Responsive (Do Not Modify This Form)				

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: Dannie E. Jordan Name/Title: Dannie E. Jordan, President Date: 5/28/2020

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

City of Tampa

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.: 20-C-0036 Contract Name: Citywide Meter Replacement
Company Name: RTD Construction, Inc. Address: 38038 North Ave., Zephyrhills, FL 33542
Federal ID: 59-3223426 Phone: 813-783-9119 Fax: 813-783-9333 Email: dj@rtdconstruction.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:**

NIGP Code General Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

Enter "S" for firms Certified as Small Local Business Enterprises, "W" for firms Certified as Women/Minority Business Enterprise, "O" for Other Non-Certified

S = SLBE W=WMBE O =Neither Federal ID	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
N/A N/A	N/A	N/A	N/A	N/A	N/A
	Failure to Complete, Sign and Submit				
	this form with your Bid or Proposal				
	Shall render the Bid Non-Responsive.				
	(Do Not Modify This Form)				

Total ALL Subcontract / Supplier Utilization $ N/A
Total SLBE Utilization $ N/A
Total WMBE Utilization $ N/A
Percent SLBE Utilization of Total Bid/Proposal Amt. N/A % **Percent WMBE Utilization of Total Bid/Proposal Amt.** N/A %

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

Signed: Dannie E. Jordan Name/Title: Dannie E. Jordan, President Date: 5/28/2020

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-00036; Citywide Meter Replacement

KNOW ALL MEN BY THESE PRESENTS, that we, RTD Construction, Inc.

(hereinafter called the Principal) and United States Fire Insurance Company

(hereinafter called the Surety) a Corporation chartered and existing under the laws of the State of DE, with its principal offices in the City of Morristown, NJ, 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-00036, Citywide Meter Replacement

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

NOW, THEREFORE: The conditions of this obligation are such that if the Proposal be accepted, the Principal shall, within twenty (20) days after the date of receipt of written Notice of Award, execute a contract in accordance with the Proposal and upon the terms, conditions and price set forth therein, in the form and manner required by the City of Tampa, Florida and execute a sufficient and satisfactory 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 2nd day of June, 2020.

Principal

RTD Construction, Inc.

BY

TITLE President

(SEAL)

United States Fire Insurance Company

BY Susan L. Reich

Susan L. Reich

TITLE Attorney-In-Fact & FL Lic. Resident Agent

Susan L. Reich
Producing Agent

620 N. Wymore Rd., Ste. 200, Maitland, FL 32751
Producing Agent's Address

Florida Surety Bonds, Inc.
Name of Agency

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

Revised 20200114

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

00965413420

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Jeffrey W. Reich, Susan L. Reich, Kim E. Niv, Cheryl Foley, Robert P. O'Linn, Gloria A. Richards, Teresa L. Durham, Sarah K. O'Linn

each, its true and lawful Attorney(s)-In-Fact; with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars ($7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments – Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, Executive Vice President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania – Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 2nd day of June 2020

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/05/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Stahl & Associates Insurance Inc.
91 Lake Morton Drive
P O Box 3608
Lakeland FL 33802

CONTACT NAME: Michele Crifasi
PHONE (A/C, No, Ext): (863) 688-5495 FAX (A/C, No): (863) 688-4344
E-MAIL ADDRESS: michele.crifasi@stahlinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: FCCI Insurance Company	
INSURER B: XL Specialty Ins Co	37885
INSURER C: Westchester Surplus Lines Ins Co	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
RTD Construction, Inc.
PO Box 2439
Zephyrhills FL 33539-2439

COVERAGES CERTIFICATE NUMBER: 20/21 Poll REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A/C	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability [X] C: Pollution Pol# G70919163002 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [X] OTHER: Poll Eff 1/1/20 to 1/1/21	Y	Y	GL10004866800	06/30/2019	06/30/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Poll Agg 1 mil/Ea Incid	$ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	CA10004866600	06/30/2019	06/30/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							PIP-Basic	$ 10,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			UMB10004866700	06/30/2019	06/30/2020	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	001WC19A78530	06/30/2019	06/30/2020	[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Rented & Leased Equipment			UM00057424MA19A	06/30/2019	06/30/2020	Limit	1,000,000
							Deductible	5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

******SAMPLE*******SAMPLE*******SAMPLE******SAMPLE******SAMPLE******SAMPLE*******SAMPLE******SAMPLE
RE: Bid or Contract# 20-C-00038, Citywide Meter Replacement various locations through out the City of Tampa.
City of Tampa, its elected officials, departments, officers, officials, employees and volunteers together with, as applicable any associated lender of the City is an additional insured with respects to the General & Auto liability policies as required by written contract. General liability is primary & non-contributory. Umbrella policy is over all underlying policies and follows the policy forms, conditions, endorsements & exclusions of each. Waiver of subrogation applies on the General, Auto, Workers Compensation policies as required by written contract.

CERTIFICATE HOLDER

City of Tampa
306 E Jackson Street
Tampa FL 33602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

_____
CITY CLERK/DEPUTY CITY CLERK

*1% for Art: No

Contract 20-C-00036
Citywide Meter Replacement

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 Citywide Meter Replacement in accordance with your Proposal dated June 2, 2020, for the total amount of $643,150.25 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 RTD Construction, Inc. hereinafter called the Contractor, as of the _____ day of _____, 20___ when the Mayor, pursuant to the powers and authority contained within Executive Order 2020-01, authorized the 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-00036; Citywide Meter Replacement, shall include, but not be limited to, furnishing all services, labor, equipment and materials necessary for a complete removal and installation of domestic and/or irrigation water meters, meter boxes, meter box covers, re-setters and curb stops; restoration of grassed areas; and provision of safety barricades in paved areas. The City will provide the meters, boxes, lids, curb stops, and re-setters. All other materials are to be provided by the Contractor. 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

RTD CONSTRUCTION, INC.
Contractor

By:_____
Dannie E. Jordan
(SEAL)

Title: President

ATTEST:

_____
Witness

TAMPA AGREEMENT (ACKNOWLEDGMENT OF PRINCIPAL)

STATE OF)
) SS:
COUNTY OF)

For a Corporation:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ of _____, 20____ by _____ of _____, a _____ corporation, on behalf of the corporation. He/she is ___ personally known or has ___ produced _____ as identification.

_____
Notary

My Commission Expires:

_____

For an Individual:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ of _____, 20___ by _____ who is ___ personally known to me or has ___ produced _____ as identification.

_____
Notary

My Commission Expires:

_____

For a Firm:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ of _____, 20____ by _____ who signed on behalf of the said firm. He/she is ___ personally known or has ___ produced _____ as identification.

_____
Notary

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)

_____
(Principal Business Address)

By _____

Title _____

_____
Telephone Number of Principal

_____
(Name of Surety)

_____
(Surety Address)

By _____
(As Attorney in Fact)*

_____
Telephone Number of Surety

Approved as to legal sufficiency:

By _____
Assistant City Attorney

Countersignature:

_____
(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

Equal Business Opportunity
Gregory K. Hart, Manager
306 East Jackson Street, 3N
Tampa, Florida 33602

Office (813) 274-5522
Fax: (813) 274-5544

City of Tampa

Jane Castor, Mayor

DATE: July 24, 2020

TO: Michael Chucran, Director, Contract Administration Department

FROM: Gregory K. Hart, Manager

RE: EBO Bid Compliance Evaluation – Bid Discount Solicitation & Utilization Audit

---

PROJECT: 20-C-00036-1&2 Citywide Meter Replacement

1st Low Bidder: RTD Construction, Inc
Bid Amount: $643,150.25

2nd Low Bidder: Premier Meter Technology, LLC
Bid Amount: $679,575.00

Pursuant to review by the Equal Business Opportunity (EBO) Office, narrowly tailored goals were not prescribed in the solicitation because the scope did not meet required EBO parameters for setting subcontract goals. However, the bid did not preclude subcontract participation. In lieu of project goals, EBO determined the project was eligible for overlay of the WMBE/SLBE bid discount provision. Therefore, the discount guidelines were incorporated with the bid specifications.

Ten (10) prime contractors responded to the solicitation, none of whom were WMBE or SLBE certified. Therefore, the bid discount was not a factor in determining the lowest 'responsive and responsible' bidder(s). RTD Construction Inc., was the low bidder and Premier Meter Technology, LLC was the second low bidder. Neither company qualified for the bid discount evaluation and both the low and second low bidder were compliant with requirements of the City's Equal Business Opportunity Program at the time of bid, by having submitted all mandatory DMI forms MBD-10, MBD-20 and MBD-50.

> ***NOTE:*** *The Bid Discount policy is applied where no subcontract goals have been set and the bid has not been designated as "sheltered market". The bid discount is a remedy to address disparity within prime contracting by "leveling the playing field" which promotes increased opportunity and bidding by certified companies. A five percent (5%) discount is deducted from the WMBE/SLBE's bid amount and such deduction (i.e. capped) shall be for low-bid evaluation purposes only. The discount shall be applied exclusively to COT certified bidders who also meet "narrowly tailored" eligibility criteria promulgated by disparity analysis. When this provision applies, appropriate procedures are required to be written in bid solicitations.*

Compliance Statement: EBO Office has determined that RTD Construction Inc. (Low) and Premier Meter Technology, LLC (2nd Low) are compliant and eligible for contract award. The solicitation included a bid discount provision for COT certified companies only. The scope did not meet EBO parameters for prescribing narrowly tailored subcontract goals in the solicitation; hence, the WMBE bid discount was invoked. None of the bidders were eligible for the bid discount.

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

2

PROPOSAL

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

Legal Name of Bidder: Premier Meter Technology, LLC

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

Bidder is a/an: ☐ Individual ☐ Partnership* ☐ Joint Venture* ☒ LLC ☐ Corp. ☐ Other:

Bidder is organized under the laws of: ☐ State of Florida ☒ Other:

Bidder Mailing Address: 230 Andrew Drive, Stockbridge, GA 30281

Bidder's Federal Employee Identification No. (FEI/EIN): 46-2014051

Bidder's License No.: CFC057107 Bidder's FDOS (SUNBIZ) Doc. No.: M14000000527

(See Ch. 489, FS; use entity's, individual's only if applicable)

Bidder Contact Name**: Wallace E. Bertschin Email: wallace@premier-elevator.com Phone: (770) 231-1619

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-00036;
Citywide Meter Replacement

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words		Unit Price		Total Computed Price
2000	Replace 5/8"x3/4" and 1" meters	EA	14,000	Thirty One Dollars and Seventy Five Cents	$	31.75	$	444,500
3000	Meter inspection	EA	1000	Fifteen Dollars	$	15.00	$	15,000
4000	Install re-setter for 5/8" meter	EA	1400	Twenty Five Dollars	$	25.00	$	35,000
4100	Install re-setter for 1" meter	EA	500	Ten Dollars	$	10.00	$	5,000
5000	Install 3/4" curb stop	EA	1400	Thirty Dollars	$	30.00	$	42,000
5100	Install 1" curb stop	EA	500	Twenty Five Dollars	$	25.00	$	12,500
6000	Replace meter box in pavement/sidewalk	EA	50	Two Hundred Dollars	$	200.00	$	10,000
6100	Replace meter box in grass	EA	2800	Twenty Dollars	$	20.00	$	56,000
7000	Replace meter box lid	EA	2800	Four Dollars	$	4.00	$	11,200
8000	Install meter coupling into consumer-side direct/straight connects	EA	125	Thirty Five Dollars	$	35.00	$	4,375
9000	Contingency	LS	1	Thirty Eight Thousand Dollars	$	38,000	$	38,000
9100	One-Time Performance Bond Allowance	LS	1	Six Thousand Dollars	$	6,000	$	6,000
				Six Hundred Seventy Nine Thousand Five Hundred Seventy Five Dollars	$	TOTAL	$	679,575

Computed Total Price in Words: Six Hundred Seventy Nine Thousand Five Hundred Seventy Five dollars and Zero cents.

Computed Total Price in Figures: $ 679,575.00

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 N/A #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.	N/A				
B.	N/A				
C.	N/A				

Total Cost: $ N/A

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: Premier Meter Technology, LLC

Authorized Signature: Wallace E. Bertschin

Signer's Printed Name: Wallace E. Bertschin

Signer's Title: President

STATE OF Georgia

COUNTY OF Henry

For an entity: The forgoing instrument was Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 1 day of June, 2020, by Wallace E. Bertschin as President of Premier Meter Technology, 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: ____

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: ____

[NOTARY SEAL]

Candace M. Reeves

Notary Public, State of Georgia

Notary Printed Name: Candace M. Reeves

Commission No.: N/A

My Commission Expires: July 31,2020

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 Citywide Meter Replacement **Bid Date** 6/2/2020
Bidder/Proposer Premier Meter Technology, LLC
Signature Wallace E. Bertschin **Date** 5/29/2020
Name Wallace E. Bertschin **Title** President

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:
*This work is self performed without the use of subcontractors.

(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:

(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:**

(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:

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

City of Tampa

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.: 20-C-00036 Contract Name: Citywide Meter Replacement
Company Name: Premier Meter Technology, LLC Address: 230 Andrew Drive, Stockbridge, Georgia 30281
Federal ID: 46-2014051 Phone: 770-389-4951 Fax: 770-389-1586 Email: wallace@premier-elevator.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.
[x] No Firms were contacted because: This work is self performed and does not require the use of sub-contractors.
[ ] 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 Federal ID	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

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: Wallace E. Bertschin Name/Title: Wallace E. Bertschin, President Date: 5/29/2020

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

City of Tampa

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.: 20-C-00036 Contract Name: Citywide Meter Replacement
Company Name: Premier Meter Technology, LLC Address: 230 Andrew Drive, Stockbridge, Georgia 30281
Federal ID: 46-2014051 Phone: 770-389-4951 Fax: 770-389-1586 Email: wallace@premier-elevator.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
[x] No Subcontracting/consulting (of any kind) will be performed on this contract.
[ ] No Firms are listed to be utilized because:

NIGP Code General Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

Enter "S" for firms Certified as Small Local Business Enterprises, "W" for firms Certified as Women/Minority Business Enterprise, "O" for Other Non-Certified

S = SLBE W=WMBE O =Neither Federal ID	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %

Total ALL Subcontract / Supplier Utilization $ 0
Total SLBE Utilization $ 0
Total WMBE Utilization $ 0
Percent SLBE Utilization of Total Bid/Proposal Amt. 0 % **Percent WMBE Utilization of Total Bid/Proposal Amt.** 0 %

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

Signed: Wallace E. Bertschin Name/Title: Wallace E. Bertschin Date: 5/29/2020

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-00036; Citywide Meter Replacement

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

(hereinafter called the Principal) and Old Republic Surety Company

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

WHEREAS, the Principal is about to submit, or has submitted to the City of Tampa, Florida, a Proposal for the construction of certain facilities for the City designated Contract 20-C-00036, Citywide Meter Replacement.

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

NOW, THEREFORE: The conditions of this obligation are such that if the Proposal be accepted, the Principal shall, within twenty (20) days after the date of receipt of written Notice of Award, execute a contract in accordance with the Proposal and upon the terms, conditions and price set forth therein, in the form and manner required by the City of Tampa, Florida and execute a sufficient and satisfactory 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 2nd day of June, 2020.

Principal

Premier Meter Technology, LLC

BY Wallace E. Bertarini

TITLE President

Old Republic Surety Company

BY Regina K. Barnhardt

TITLE Regina K. Barnhardt, Attorney-in-Fact

(SEAL)

Regina K. Barnhardt
Producing Agent

6115 Green Gables Court, Suwanee, GA 30024
Producing Agent's Address

Contractors Bonding of the South, LLC
Name of Agency

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

Revised 20200114

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

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

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

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED
FIVE MILLION DOLLARS($5,000,000)---------- FOR ANY SINGLE OBLIGATION.

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

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

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

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

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 5TH day of DECEMBER, 2018.

OLD REPUBLIC SURETY COMPANY

Jane E. Cherney
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1881

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 5TH day of DECEMBER, 2018, personally came before me, Alan Pavlic and Jane E Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public
My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

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

80-5790

Signed and sealed at the City of Brookfield, WI this 2nd day of June, 2020

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1881

Jane E. Cherney
Assistant Secretary

CONTRACTORS BONDING OF THE

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

CITY CLERK/DEPUTY CITY CLERK

*1% for Art: No

Contract 20-C-00036
Citywide Meter Replacement

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 Citywide Meter Replacement in accordance with your Proposal dated June 2, 2020, for the total amount of $679,575.00 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 Premier Meter Technology, LLC hereinafter called the Contractor, as of the _____ day of _____, 20___ when the Mayor, pursuant to the powers and authority contained within Executive Order 2020-01, authorized the 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-00036; Citywide Meter Replacement, shall include, but not be limited to, furnishing all services, labor, equipment and materials necessary for a complete removal and installation of domestic and/or irrigation water meters, meter boxes, meter box covers, re-setters and curb stops; restoration of grassed areas; and provision of safety barricades in paved areas. The City will provide the meters, boxes, lids, curb stops, and re-setters. All other materials are to be provided by the Contractor. 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

PREMIER METER TECHNOLOGY, LLC
Contractor

By:_____
Wallace E. Bertschin
(SEAL)

Title: President

ATTEST:

_____
Witness

TAMPA AGREEMENT (ACKNOWLEDGMENT OF PRINCIPAL)

STATE OF)
) SS:
COUNTY OF)

For a Corporation:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ of _____, 20____ by _____ of _____, a _____ corporation, on behalf of the corporation. He/she is ___ personally known or has ___ produced _____ as identification.

_____
Notary

My Commission Expires:

_____

For an Individual:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ of _____, 20___ by _____ who is ___ personally known to me or has ___ produced _____ as identification.

_____
Notary

My Commission Expires:

_____

For a Firm:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ of _____, 20____ by _____ who signed on behalf of the said firm. He/she is ___ personally known or has ___ produced _____ as identification.

_____
Notary

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)

_____
(Principal Business Address)

By _____

Title _____

_____
Telephone Number of Principal

_____
(Name of Surety)

_____
(Surety Address)

By _____
(As Attorney in Fact)*

_____
Telephone Number of Surety

Approved as to legal sufficiency:

By _____
Assistant City Attorney

Countersignature:

_____
(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

Equal Business Opportunity
Gregory K. Hart, Manager
306 East Jackson Street, 3N
Tampa, Florida 33602

Office (813) 274-5522
Fax: (813) 274-5544

City of Tampa

Jane Castor, Mayor

DATE: July 24, 2020

TO: Michael Chucran, Director, Contract Administration Department

FROM: Gregory K. Hart, Manager

RE: EBO Bid Compliance Evaluation – Bid Discount Solicitation & Utilization Audit

---

PROJECT: 20-C-00036-1&2 Citywide Meter Replacement

1st Low Bidder: RTD Construction, Inc
Bid Amount: $643,150.25

2nd Low Bidder: Premier Meter Technology, LLC
Bid Amount: $679,575.00

Pursuant to review by the Equal Business Opportunity (EBO) Office, narrowly tailored goals were not prescribed in the solicitation because the scope did not meet required EBO parameters for setting subcontract goals. However, the bid did not preclude subcontract participation. In lieu of project goals, EBO determined the project was eligible for overlay of the WMBE/SLBE bid discount provision. Therefore, the discount guidelines were incorporated with the bid specifications.

Ten (10) prime contractors responded to the solicitation, none of whom were WMBE or SLBE certified. Therefore, the bid discount was not a factor in determining the lowest 'responsive and responsible' bidder(s). RTD Construction Inc., was the low bidder and Premier Meter Technology, LLC was the second low bidder. Neither company qualified for the bid discount evaluation and both the low and second low bidder were compliant with requirements of the City's Equal Business Opportunity Program at the time of bid, by having submitted all mandatory DMI forms MBD-10, MBD-20 and MBD-50.

> ***NOTE:*** *The Bid Discount policy is applied where no subcontract goals have been set and the bid has not been designated as "sheltered market". The bid discount is a remedy to address disparity within prime contracting by "leveling the playing field" which promotes increased opportunity and bidding by certified companies. A five percent (5%) discount is deducted from the WMBE/SLBE's bid amount and such deduction (i.e. capped) shall be for low-bid evaluation purposes only. The discount shall be applied exclusively to COT certified bidders who also meet "narrowly tailored" eligibility criteria promulgated by disparity analysis. When this provision applies, appropriate procedures are required to be written in bid solicitations.*

Compliance Statement: EBO Office has determined that RTD Construction Inc. (Low) and Premier Meter Technology, LLC (2nd Low) are compliant and eligible for contract award. The solicitation included a bid discount provision for COT certified companies only. The scope did not meet EBO parameters for prescribing narrowly tailored subcontract goals in the solicitation; hence, the WMBE bid discount was invoked. None of the bidders were eligible for the bid discount.

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