

Bid

**A RESOLUTION ACCEPTING THE PROPOSAL OF POOLE & KENT COMPANY OF FLORIDA PERTAINING TO CONTRACT 15-C-00021; HOWARD F. CURREN AWTP HPO GEARBOX/MIXER UPGRADES AND PIPING REPLACEMENT, IN THE AMOUNT OF \$1,434,891; AUTHORIZING THE EXECUTION OF THE CONTRACT BY THE MAYOR OF THE CITY OF TAMPA; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, on July 19, 2016, the Mayor received bids, tabulation of such bids being hereto attached for informational purposes, for the construction of Howard F. Curren AWTP HPO Gearbox/Mixer Upgrades and Piping Replacement, and recommends to this Council that the proposal of Poole & Kent Company of Florida 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 Poole & Kent Company of Florida in the total amount of \$1,434,891 for construction of the Howard F. Curren AWTP HPO Gearbox/Mixer Upgrades and Piping Replacement, in accordance with plans, specifications and other related contract documents prepared by the Contract Administration Department, is hereby approved and accepted; and the Contract is hereby awarded to the said Contractor.

Section 2. This Resolution, which is not part of the contract documents, authorizes the Mayor to execute and the City Clerk to attest and affix the official seal of the City of Tampa to the Contract for and on behalf of the City of Tampa.

Section 3. Plans, specifications and contract documents for the construction of said Project, which documents are now on file in the office of the Contract Administration Department of the City of Tampa, are hereby approved in their entirety or in substantially similar form.

Section 4. The Director of the Contract Administration Department is hereby authorized to issue, in written form only, work directive changes authorizing additions, deletions or revisions resulting from unforeseen conditions or emergencies, said directives to be incorporated in subsequently issued change orders approved by the City Council.

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

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

Section 7. This will provide \$1,434,891 for the Howard F. Curren AWTP HPO Gearbox/Mixer Replacement project for use by the Wastewater Department from the Wastewater Capital Construction Fund.

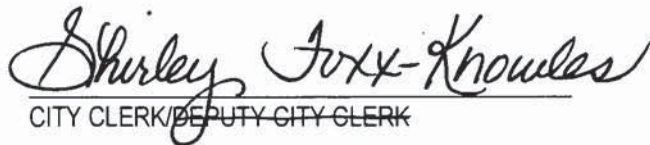
Section 8. Other proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA ON SEP 01 2016.

  
CHAIRMAN/CHAIRMAN PRO-TEM, CITY COUNCIL

APPROVED AS TO LEGAL SUFFICIENCY BY:  
Rachel S. Peterkin, Assistant City Attorney

ATTEST:

  
CITY CLERK/DEPUTY CITY CLERK

\*1% for Art: No

1/2016 24

**City of Tampa**  
**BID TABULATION**  
**Contract 15-C-00021; Howard F. Curren AWTP HPO Gearbox/Mixer**  
**Upgrades and Piping Replacement**  
**Bid Opening - July 19, 2016**  
 Posted July 19, 2016

CONTRACTOR	TOTAL BID AMOUNT
Poole & Kent Company of Florida	\$1,434,891.00
Granger Maintenance & Construction, Inc	\$1,447,776.00
Florida Design Contractors, Inc.	\$1,539,200.00
CenState Contractors, Inc	\$1,689,400.00
RTD Construction, Inc	\$1,846,746.00
WW Gay Mechanical Contractor, Inc	\$2,542,191.00

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*

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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:

Name of Bidder Poole & Kent Company of Florida

(813) 251-2438 David BuShea, Vice President - daveb@pkflorida.com  
Business Phone Number and Email Address

Poole & Kent Company of Florida 1715 W. Lemon Street, Tampa, FL 33606  
Business Name and Mailing Address

David BuShea Phone: (813) 251-2438  
Phone Number and Name of Contact Regarding Permits

David A. Strickland 75-3163466  
Contractor/Qualifiers Name and Federal Identification Number

Date of Proposal July 19, 2016

Applicable License Number: CGC061808

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

Names and Residential Addresses of Partners

N/A

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

Organized under the laws of the State of Delaware

Names and Address of President

Patrick H. Carr, President & CEO

1781 NW North River Drive, Miami, FL 33125

Name and Address of Vice President

Brian D. MacClugage, Executive Vice President

1781 NW North River Drive, Miami, FL 33125

Name and Address of Secretary

David A. Strickland, SVP & Assistant Secretary

1781 NW North River Drive, Miami, FL 33125

Names and Address of Treasurer

Patrick H. Carr

The above-named Bidder affirms and declares:

- (1) That the Bidder is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the Contract proposed to be entered into.
- (2) That this Proposal is made without any understanding, agreement or connection with any other person, firm, or corporation making Proposal for the same purposes, and is in all respects fair and without collusion or fraud.
- (3) That the Bidder is not in arrears to the City of Tampa, upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the City of Tampa.
- (4) That no officer or employee or person whose salary is payable in whole or in part from the City Treasury is, shall be or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this Proposal, or in the performance of the Contract, or in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof.
- (5) That the Bidder has carefully examined the site of the work and that, from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality, and quantity of materials and the kinds and extent of equipment and other facilities needed for the performance of the work, the general and local conditions and all difficulties to be encountered, and all other items which may, in any way, affect the work or its performance.

- (6) That the Bidder

Has; Treasury Number 75-3163466

Has not  
(Check applicable box)

previously performed work under the President's Executive Order Nos. 11246 and 11375.

- (7) That the undersigned, as Bidder, also declares that he has carefully examined and fully understands all the component parts of the Contract Documents and agrees that he will execute the Contract and finish the required Performance Bond and will completely perform the work in strict accordance with the terms of the Contract and the Contract Documents therein referred to for the following prices, to wit:

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words	Unit Price	Total Computed Price
100	Furnishing all labor, materials, and equipment to remove and replace (3) mixer motors, (3) gearboxes, 42" diameter return sludge pipe, (2) 30" knife gate valves, (1) 24" knife gate valve, (3) 30" butterfly valves, (3) 24" flow meters and (1) actuator. Reconnect existing (2) actuators to new butterfly valves. Remove, store, and reinstall existing mixer (UR-MA-15) to facilitate construction. Contractor shall furnish all labor, materials, and equipment to modify the existing mixer shafts and replace worn or broken impeller blades and hubs to be supplied by the City. Work also includes painting and all associated electrical work.	L.S.	1	ONE million, two hundred fifty-five thousand, eight hundred and ninety-one DOLLARS	1,255,891	1,255,891
200.1	Concrete Channel Restoration, up to 1" thick	S.F.	3,000	SEVENTEEN DOLLARS	17.	51,000.
200.2	Concrete Restoration, greater than 1" to 3" thick	S.F.	300	FORTY DOLLARS	40.	12,000.
200.3	Concrete Coating	S.F.	3,000	NINE DOLLARS	9.	27,000.
300	Disposal of Debris	T.N.	900	TEN DOLLARS	10.	9,000.
400	Contingency	L.S.	1	Eighty Thousand Dollars and No Cents	80,000.00	80,000.00
				TOTALS	1,434,891	



Computed Total Price In Words:

one million, two hundred fifty-five thousand, eight hundred & ninety one dollars and 0 cents.


Computed Total Price in Figures: \$ 1,434,891.

The bidder acknowledges that the following addenda have been received and that the changes covered by the addendum(s) have been taken into account in this proposal: #1 X #2 X #3 X #4    #5   .

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

Bidder acknowledges that included in the various items of the proposal and the Total Bid Price are costs for complying with the Florida Trench Safety Act (90096), (Laws of Fla.) effective October 1, 1990. The bidder further identifies the costs to be summarized below:

	Trench Safety Measure (Description)	Unit of Measure (LF, SY)	Unit Quantity	Unit Cost	Extended Cost
A.	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
B.	<u>  </u>	<u>  </u>	<u>  </u>	<u>  </u>	<u>  </u>
C.	<u>  </u>	<u>  </u>	<u>  </u>	<u>  </u>	<u>  </u>
D.	<u>  </u>	<u>  </u>	<u>  </u>	<u>  </u>	<u>  </u>
Total Cost \$					<u>NA</u>

Signed   
 Patrick H. Carr, President & CEO

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

Contract 15-C-00021; Howard F. Curren AWTP HPO Gearbox/Mixer Upgrades and Piping Replacement

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

Dated July 19, 2016

Poole & Kent Company of Florida  
(Name of Bidder)


1781 NW North River Drive, Miami, FL 33125  
(Address of Bidder)

  
(Signature)

President & CEO  
(Title)

Where Bidder is a Corporation:

Attest:

  
Secretary David A. Strickland, SVP & Asst. Secretary

AFFIX  
CORPORATE  
SEAL

(ACKNOWLEDGMENT OF PRINCIPAL)

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

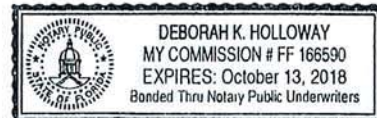
For a Corporation:

STATE OF Florida  
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 19th of July, 2016 by Patrick H. Carr  
of Poole & Kent Company of Florida, a DE corporation, on behalf of the corporation. He/she is x personally known or  
has     produced     as identification.

*Deborah K Holloway*  
Notary Deborah K Holloway

My Commission Expires:  
October 13, 2018



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:  
\_\_\_\_\_  
\_\_\_\_\_



TAMPA BID BOND

Contract 15-C-00021; Howard F. Curren AWTP HPO Gearbox/Mixer Upgrades and Piping Replacement

KNOW ALL MEN BY THESE PRESENTS, that we, Pooler & Kent Company of Florida

1715 W. Lemon Street, Tampa, FL 33606

(hereinafter called the Principal) and Travelers Casualty and Surety Company of America  
One Tower Square, Hartford, CT 06183

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

WHEREAS, the Principal is about to submit, or has submitted to the City of Tampa, Florida, a Proposal for the construction of certain facilities for the City designated Contract 15-C-00021, Howard F. Curren AWTP HPO Gearbox/Mixer Upgrades and Piping 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 8th day of July, 20 16.

Principal

Pooler & Kent Company of Florida

BY Patrick H. Carr  
Patrick H. Carr

TITLE President & CEO  
Travelers Casualty and Surety Company of America

BY Rita Sagistano

TITLE Rita Sagistano, Attorney-In-Fact  
Non Resident License #P026098

(SEAL)

Rita Sagistano  
Producing Agent

333 Earle Ovington Blvd., Suite 700 Uniondale, NY 11553  
Producing Agent's Address

Alliant Insurance Services, Inc.  
Name of Agency

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



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229701

Certificate No. 006741083

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin therein collectively called the "Companies", and that the Companies do hereby make, constitute and appoint

Thomas Bean, Rita Sagistano, Gerard S. Macholz, Susan Lupski, Robert T. Pearson, Camille Maitland, George O. Brewster, Colette R. Chisholm, Vincent A. Walsh, Lee Ferrucci, Desiree Cardlin, Nelly Renchiwich, and Mia Woo-Warren

of the City of Uniondale, State of New York, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 21st day of April, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, 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 Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of July, 20 16.

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-in-Fact number, the above-named individuals and the details of the bond to which the power is attached.





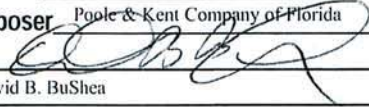
# Good Faith Effort Compliance Plan Guidelines

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 HFC AWTP HPO Gearbox/Mixer Upgrades Piping Replacement / Contract No.: 15-C-00021 Bid Date 7-19-16

Bidder/Proposer Pooler & Kent Company of Florida

Signature  Date 7-19-16

Name David B. BuShea Title Vice 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:



# CITY OF TAMPA

Bob Buckhorn, Mayor

Office of the Chief of Staff

Minority and Small Business Development

DATE: August 1, 2016  
TO: Michael Chucran, Director, Contract Administration Department  
FROM: Gregory K. Hart, Minority Business Development Manager  
RE: SLBE/WMBE Utilization & Solicitation Evaluation

PROJECT: 15-C-00021: HFC AWTP HPO Gearbox/Mixer Upgrades & Piping Replacement

LOW BIDDER: Poole & Kent Company of Florida

BID AMOUNT: \$1,434,891.00

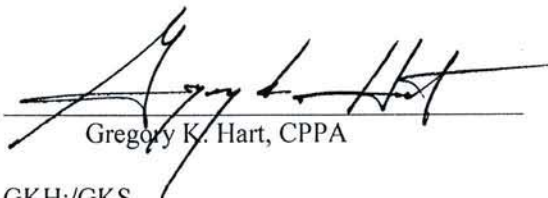
SLBE/Underutilized WMBE Subcontract Goal: 17.6%  
SLBE/U-WMBE Goal Attainment: 17.8%  
Good Faith Effort Compliance: SUFFICIENT - MET GOAL

The prime contractor (Poole & Kent Company of Florida) met the SLBE/U-WMBE Goal established on the project and provided the required documentation on DMI Forms submitted with bid. The detailed Compliance Report is attached and should be made a part of the project file.

**Compliance Statement:** Total SLBE/U-WMBE participation is 17.8%, of which 16.7% represents HBE and 1.1% Non-Minority Small Business.

#### Overall SLBE/U-WMBE Subcontract Goal Attainment

Certification Type	Classification	Totals
DUAL SLBE/WMBE	HBE = 16.7%	16.7%
SLBE Only		1.1%



Gregory K. Hart, CPPA

GKH:/GKS  
Attachment

Cc: City Attorney (w/a)  
Wastewater Department (w/a)



**Agenda+ Item Start-Up / Check-List - - - - - Regular Council Meeting Date:** September 1, 2016

Contract Administration Department **PC:** C. Rodriguez **CS:** HS  
Resolution

**Subject:** 15-C-00021: Howard F. Curren AWTP HPO Gearbox/Mixer Upgrades and Piping Replacement - Award

**Title:** A Resolution accepting the proposal of Poole & Kent Company of Florida pertaining to Contract 15-C-00021; Howard F. Curren AWTP HPO Gearbox/Mixer Upgrades and Piping Replacement, in the amount of \$1,434,891; authorizing the execution of the Contract by the Mayor of the City of Tampa; providing an effective date.

**Background:** This project provides for replacement of existing gearboxes and mixers No. 3, 9 and 21 and the replacement of the return sludge pipe for train Nos. 1 through 3 at the Howard F. Curren Advanced Wastewater Treatment Plant.

The scope of work includes the removal and replacement of (3) mixer motors, (3) gearboxes, 42" diameter return sludge pipe, (2) 30" knife gate valves, (1) 24" knife gate valve, (3) 30" butterfly valves, (3) 24" flow meters and (1) actuator. The work will also include modifications to the existing mixer shafts and replacement of worn and broken impeller blades and hubs, painting and associated electrical connectivity.

The existing gearboxes and mixer equipment have reached the end of their respective useful lives and the associated piping has sustained multiple failures. The project will restore the operational performance of these portions of the treatment system and extend their service life.

**Equal Business Opportunity Program Background:** Total SLBE/U-WMBE participation is 17.8%, of which 16.7% represents HBE and 1.1% Non-Minority Small Business as indicated on the attached Report.

**Fiscal Impact:** Yes

**Fiscal Impact Statement:** This will provide \$1,434,891 for the Howard F. Curren AWTP HPO Gearbox/Mixer Replacement project for use by the Wastewater Department from the Wastewater Capital Construction Fund.

**Projected Cost:** 41100.243200.563000.1000417 \$1,434,891 (Expenditure)

Flow -  
Dept. 1: Wastewater  
Dept. 2: Minority Business Dev  
Dept. 3: :  
Dept. 4:  
Dept. 5:  
Dept. 6

Fund String: 41100.243200.56300.1000417 \$1,434,891.00 (Expenditure)  
P: 1000417 O: WW E: CTPA Infrastructure T: 30 A: 100023

Fin Reso (Y/N): No  
Arts [X]No []Yes: Const \$1,434,891.00 Design \$200,000.00 Total \$1,634,891.00 Arts Transfer \$0.00.

Remarks/Notes:

Flow:  
Water Wastewater Transportation and Stormwater Services Logistics and Asset Management  
Parks and Recreation Central Park CRA Channel District CRA Downtown CRA  
Drew Park CRA East Tampa CRA Riverwalk CRA Tampa Heights CRA



Ybor CRA  
Riverwalk

Fire Rescue  
Solid Waste

Police  
Tampa Convention Ctr

Minority Business Dev  
4-22-15