

RESOLUTION NO. 2022 - 354

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$2,329,238.60 BETWEEN THE CITY OF TAMPA AND GARNEY COMPANIES, INC. D/B/A GARNEY CONSTRUCTION, IN CONNECTION WITH CONTRACT 21-C-00046; NORTH B STREET TO HIMES AVENUE CIAC PHASE 5 DESIGN-BUILD; AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE.

WHEREAS, via the competitive selection process in accordance with Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act and consistent with Federal procurement policies, as applicable, the City of Tampa ("City") selected Garney Companies, Inc. d/b/a Garney Construction, ("Firm") to provide professional services in connection with Contract 21-C-00046; North B Street to Himes Avenue CIAC Phase 5 Design-Build ("Project") as detailed in the Agreement for Professional Services ("Agreement"); and

WHEREAS, the City desires to enter into an agreement with the Firm to provide certain professional services; and

WHEREAS, it is in the best interest of the City of Tampa to enter into this Agreement.

**NOW, THEREFORE,
BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA:**

Section 1. That the Agreement between the City of Tampa and Garney Companies Inc. d/b/a Garney Construction, in connection with Contract 21-C-00046; North B Street to Himes Avenue CIAC Phase 5 Design-Build as detailed in said Agreement, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in substantially similar form.


Section 2. That the Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk to attest and affix the official seal of the City of Tampa to, said Agreement on behalf of the City of Tampa.

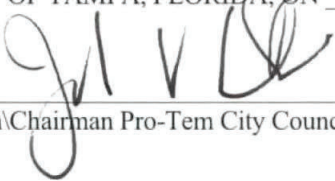
Section 3. This agreement provides \$2,329,238.60 for the North B St/Himes Ave CIAC Phase 5 Project within the Water Bonds – Series 2022 Capital Projects Fund.

Section 4. That the City Clerk shall file a fully executed copy of the Agreement in the official records of the City of Tampa as maintained by the Office of the City Clerk.

Section 5. That other proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON MAY 05 2022

ATTEST: 
City Clerk/Deputy City Clerk


Chairman/Chairman Pro-Tem City Council

Approved as to Legal Sufficiency by:

c/s
Marcella T. Hamilton, Assistant City Attorney

2022-74225

AGREEMENT FOR DESIGN-BUILD INITIAL SERVICES

THIS AGREEMENT, made and entered into at Tampa, Florida, this _____ day of _____, 2022, by and between the City of Tampa, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", and the following entity authorized to do business in the State of Florida: Garney Companies, Inc. d/b/a Garney Construction, hereinafter referred to as "FIRM", with an FEIN of 44-0658613.

WITNESSETH:

WHEREAS, the CITY desires to engage the FIRM to perform certain services pertinent to such work which shall be referred to as Contract 21-C-00046; North B Street to Himes Avenue CIAC Phase 5 Design-Build "Project" in accordance with this Agreement; and

WHEREAS, the FIRM desires to provide such services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, representations and considerations to be kept, performed and paid, the parties hereto agree for themselves, their successors and assigns, as follows:

I. GENERAL SCOPE OF THIS AGREEMENT

A. The relationship of the FIRM to the CITY shall be that of an independent professional Design-Builder for the Project; and the FIRM shall provide the Initial Design-Build services required under this Agreement in accordance with acceptable architectural/engineering/construction practices and ethical standards.

B. Any additional services to be provided by the FIRM shall be set out in detail by subsequent Agreement.

C. The Guaranteed Maximum Price proposal to be prepared and provided by the FIRM in accordance with this Agreement shall be used as a basis for negotiating the future Agreement for Construction Services. A Design-Build Fee not to exceed seven percent (7%) shall be used in the calculation of the Total Project Cost.

D. The scope of services to be provided is indicated in **Exhibit A**.

II. DATA AND SERVICES TO BE PROVIDED BY THE CITY

The CITY shall provide:

A. Available plans and specifications of existing construction.

B. Ground topography.

III. PERIOD OF SERVICE

A. The FIRM shall begin work promptly after receipt of a fully executed copy of the Agreement. All work shall be completed within 16 months after issuance of the Notice to Proceed.

B. The FIRM's services called for under this Agreement shall be completed provided that, if the FIRM's services are delayed for reasons beyond the FIRM's control, the time of performance shall be adjusted appropriately.

IV. GENERAL CONSIDERATIONS

A. All original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the FIRM's services under this Agreement shall become and remain the property of the CITY upon receipt of payment by the FIRM from the CITY for services rendered in connection with the preparation of said sketches, tracings, etc. Where such documents are required to be filed with governmental agencies, the FIRM will furnish copies to the CITY upon request.

B. The CITY acknowledges that the materials cited in Paragraph IV. A. above, which are provided by the FIRM, are not intended for use in connection with any project or purpose other than the Project and purpose for which such materials were prepared without prior written consent and adaptation by the FIRM shall be at the CITY's sole risk, and the FIRM shall have no responsibility or liability therefor.

C. Any use by the CITY of such materials in connection with a project or purpose other than that for which such materials were prepared without prior written consent and adaptation by the FIRM shall be at the CITY's sole risk, and the FIRM shall have no responsibility or liability therefor.

V. COMPENSATION

The CITY shall compensate the FIRM for the Initial Design-Build services performed under this Agreement in the amount of \$2,329,238.60 in accordance with **Exhibit B**.

VI. PAYMENT

Payments shall be made upon presentation of the FIRM's approved invoice.

VII. RECORDS

Records for Personnel Expenses shall be kept on a generally recognized accounting basis and shall be available to the CITY or its authorized representative at mutually convenient times.

With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection, or copying purposes at any time during normal business hours at a location within Hillsborough County, Florida as often as the CITY, HUD (if applicable), representatives of the Comptroller General of the United States or other federal agency may reasonably require. FIRM will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The CITY's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state or federal. FIRM shall retain all records and supporting documentation applicable to this Agreement for five (5) years from the date of submission of the annual performance report to HUD, if applicable. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

VIII. PERSONNEL

The FIRM represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. All personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Agreement. The FIRM further certifies that all of its employees assigned to serve the CITY have such knowledge and experience as required to perform the duties assigned to them. Any employee of the FIRM who, in the opinion of the CITY, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the certain professional engineering services under this Agreement.

IX. SUSPENSION, CANCELLATION OR ABANDONMENT

Suspension, cancellation or abandonment of this Agreement shall be necessitated if any of the following occur: disclosure of CITY confidential information, procedures or activities; failure of the FIRM to aggressively, adequately, timely and appropriately perform the services required by this Agreement to the satisfaction of the CITY, or other similar cause.

In the event the Project is suspended, cancelled or abandoned at the CITY's sole discretion, the FIRM shall be given fifteen (15) days prior written notice of such action and shall be compensated for the professional services provided and reimbursable expenses incurred up to the date of suspension, cancellation or abandonment in an amount mutually agreed to by the CITY and FIRM and supported by back-up documentation.

Upon suspension, cancellation or abandonment of the Project by the CITY, the FIRM shall immediately cease work, deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the FIRM's services under this Agreement, and shall be compensated for its services rendered up to the time of such suspension, cancellation or abandonment on a quantum meruit basis; and the CITY shall have no further financial obligation to the FIRM.

X. TERMINATION

A. Termination for Cause.

In the event that the FIRM shall for any reason or through any cause not have completed performance within the time fixed for performance under this Agreement; or any representation or warranty made under Article XII of this Agreement shall prove to be untrue in any material respect; or the FIRM shall otherwise be in default under this Agreement; or the FIRM has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Agreement without the CITY's consent or approval; or the FIRM has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer has been appointed to take charge of all or part of FIRM assets; or the FIRM disclosed CITY confidential information, procedures or activities; or the FIRM fails to adequately, timely and appropriately perform the services required by this Agreement or other similar cause.

Then the CITY may provide five (5) days written notice that the conduct of the FIRM is such that the interests of the CITY are likely to be impaired or prejudiced, stating the facts upon which the opinion is based. Then the CITY may upon fifteen (15) days written notice, and at the end of the (15) days terminate this Agreement for cause (herein "Termination Date"). Upon that termination for cause, the FIRM shall be entitled to compensation for services properly and satisfactorily performed through the date of such termination for cause. However, no allowance shall be included for termination expenses. In the event of such termination for cause, the FIRM shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date; however, FIRM shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date. All work accomplished by FIRM prior to the Termination Date shall be documented. In the event the project is terminated for cause pursuant to this Article, the FIRM shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the FIRM's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the CITY. Notwithstanding the above or any section herein to the contrary, FIRM shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by FIRM.

B. Termination for Convenience.

The CITY may reduce the scope of work or terminate work under this Agreement or amendment to this Agreement without cause; in the event of such scope reduction or termination other than for cause, the CITY shall compensate the FIRM for services properly performed through the date of such reduction in scope or termination, which date shall be fixed in written notice from the CITY and which date shall be not sooner than fifteen (15) days after notice. Notwithstanding such termination or reduction in scope, the CITY shall be entitled to receive from the FIRM upon request any and all information related to the Project and the CITY shall preserve and protect all such information and assure ready access thereto by the FIRM in connection with resolution of the amount due to the FIRM. The CITY, at its own discretion, shall be entitled to direct the FIRM to terminate any or all the FIRM's subcontracts or subconsulting agreements. In the event the project is terminated for convenience pursuant to this Article, the FIRM shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the FIRM's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the CITY.

XI. INSURANCE

The FIRM, at its own cost and expense, shall effect and maintain at all times during the life of this Agreement insurance, in accordance with that indicated in **Exhibit C**.

XII. INTERESTS OF MEMBERS OF THE CITY

No member of the governing body of the CITY and no other officer, employee, or agent of the CITY who exercise any functions or responsibilities in connection with the carrying out of the Project to which this Agreement pertains shall have any personal interest, direct or indirect, in this Agreement.

XIII. INTEREST OF THE FIRM

The FIRM covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any project to which this Agreement pertains or any other interest which would conflict in any manner or degree with its performance of any contracted service hereunder. The FIRM further covenants that in the performance of this Agreement no person having such interest shall be employed.

The FIRM warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the FIRM to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or FIRM, other than a bona fide employee working solely for the FIRM any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

The FIRM shall disclose any clients that may either conflict with or affect its independent judgment when performing any work for the City of Tampa covered by this Agreement. Failure of the FIRM to disclose the above professional conflict of interest may result in termination of this Agreement and may require the return of all payments, if any, made to the FIRM from the CITY. If, in its sole discretion, the City of Tampa determines that a professional conflict of interest is deemed to exist, the FIRM shall be in default of this Agreement.

XIV. COMPLIANCE WITH LAWS

A. The FIRM shall comply with the applicable requirements of State laws and all Ordinances of the City of Tampa as amended from time to time.

B. If the Project involves E.P.A. Grant eligible work, the CITY and the FIRM agree that the provisions of 40 CFR, Part 35, Appendix C-1, shall become a part of this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement for work performed.

C. If the Project involves work under other Federal or State Grantors or Approving Agencies, the CITY and the FIRM shall review and approve the applicable required provisions or any other supplemental provisions as may be included in the Agreement.

D. The FIRM shall assist the CITY in complying with all applicable terms and conditions of the government grants under Title XIII, Subchapter C, Part I of the Omnibus Budget Reconciliation Act of 1993 (26 U.S.C. 1391, et seq.) and under Title I of the Housing and Community Development Act of 1974 (PL 93-383), 24 CFR Part 570 et seq.

E. The FIRM agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standard insofar as those acts apply to the performance of this Agreement.

F. Truth-In-Negotiation Certification: The FIRM certifies that the wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of the execution of the Agreement of which

this Certificate is a part. The original price and any additions thereto shall be adjusted to exclude any significant sums by which the CITY determines the Agreement amount was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs and that such original Agreement adjustments shall be made within one (1) year following the end of the Agreement.

XV. ASSIGNABILITY

The FIRM shall not assign or transfer any interest in this Agreement without consent from the CITY; provided, however, that the claim for money due or to become due the FIRM from the CITY under this Agreement may be assigned to a bank or other financial institution or to a Trustee in Bankruptcy. Notice of any such assignment shall be furnished promptly to the CITY.

XVI. EQUAL EMPLOYMENT

During the performance of this Agreement or any related Work Order, the FIRM shall:

A. Not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, handicap, or national origin. The FIRM shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, handicap, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The FIRM shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. In all solicitations or advertisements for employees placed by or on behalf of the FIRM, it must state that all qualified applicants will receive considerations for employment without regard to race, color, religion, age, sex, handicap, or national origin.

XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM

A. See **Exhibit D** for Tampa's Equal Business Opportunity Program Procedures.

B. The FIRM shall demonstrate good faith effort toward the utilization of City of Tampa Certified Women/Minority Business subcontractors, subfirms, or suppliers.

C. The CITY shall make available a list of Certified Women/Minority Enterprises.

D. The FIRM shall report to the CITY its subcontractors/subfirms/suppliers solicited or utilized as required by **Exhibit D**.

E. At the time of the submission of invoices, the FIRM shall submit to the CITY a report (Exhibit D) of all subcontractors, subfirms or suppliers utilized with their final contract amounts and any other reports or forms as may be required by the CITY.

XVIII. CODE OF ETHICS

In connection with this Agreement, the FIRM hereby covenants and agrees that it shall comply with all applicable government laws, statutes, rules and regulations including, without limitation, the City of Tampa's Code of Ethics. Pursuant to Section 2-522 of the City of Tampa Code, the FIRM acknowledges that if it fails to comply with the City of Tampa's Code of Ethics, such a failure shall render this Agreement voidable by the CITY and subject the FIRM to debarment from any future CITY contracts or agreements.

XIX. NEGATION OF AGENT OR EMPLOYEE STATUS

FIRM shall perform this Agreement as an independent FIRM and nothing contained herein shall in any way be construed to constitute FIRM or the assistants of FIRM to be representative, agent, subagent, or employee of CITY or any political subdivision of the State of Florida. FIRM certifies FIRM's understanding that CITY is not required to withhold any federal income tax, social security tax, state and local tax, to secure worker's compensation insurance or employer's liability insurance of any kind or to take any other action with respect to the insurance or taxes of FIRM and assistants of FIRM.

In no event and under no circumstances shall any provision of this Agreement make CITY or any political subdivision of the State of Florida liable to any person or entity that contracts with or that provides goods or services to FIRM in connection with the Services the FIRM has agreed to perform hereunder or otherwise, or for any debts or claims of any nature accruing to any person or entity against FIRM; and there is no contractual relationship, either express or implied, between CITY or any political subdivision of the State of Florida any person or any political subdivision of the State of Florida any person or entity supplying any work, labor, services, goods or materials to FIRM as a result of the provisions of the Services provided by FIRM hereunder or otherwise.

XX. SEVERABILITY

If any item or provision to this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

XXI. CHOICE OF LAW

The laws of the State of Florida (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance and enforcement.

XXII. DESIGNATION OF FORUM

Any part bringing a legal action or proceeding against any other party arising out of or relating to this Agreement may bring the legal action or proceeding in the United States District Court for the Middle District of Florida, Tampa Division or in any court of the State of Florida sitting in Tampa.

XXIII. AUTHORIZATION

Each party represents to the other that such has authority under all applicable laws to enter into an agreement containing each covenants and provisions as are contained herein, that all of the procedural requirements imposed by law upon each part for the approval and authorization of this Agreement have been properly completed, and that the persons who have executed the Agreement on behalf of each party are authorized and empowered to execute said Agreement.

XXIV. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between the parties and there are no promises or understandings other than those stated herein. Exhibits to this Agreement shall be deemed to be incorporated by reference as though set forth in full herein. In the event of a conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, and unless otherwise specified herein, then this Agreement will prevail.

XXV. INDEMNIFICATION

To the fullest extent permitted by law, FIRM shall indemnify and hold harmless CITY from liabilities, damages, losses and costs, including reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the FIRM and persons employed or utilized by FIRM in its performance hereunder.

The FIRM shall not be required to defend, indemnify or hold harmless the CITY for any acts, omissions, or negligence of the CITY, the CITY's employees, agents, or separate contractors.

XXVI. ESTOPPEL/WAIVER

No waiver of any provisions of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such waiver shall only be applicable to the specific instance in which it relates and shall not be deemed to be a continuing waiver.

The failure of the CITY to enforce any term or condition of this Agreement shall not constitute a waiver or estoppel of any subsequent violation of this Agreement.

XXVII. AUDIT REQUIREMENTS.

In the event, that during the period of this Agreement, the FIRM expends more than \$750,000 in federal funds in an operating year from this and other federal grants, the FIRM shall, at its own cost and expense, cause to be carried out an independent audit. The audit shall be completed and a copy furnished to the CITY, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period, unless a longer period is agreed to in advance by the CITY. For purposes of this Agreement, an operating and/or audit year is the equivalent to the FIRM's fiscal year. The determination of when Grant Funds are expended is based on when the activity related to the expenditure occurs.

The audit shall be conducted in compliance with the Office of Management and Budget: Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable, which are made a part of this Agreement by reference thereto. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, the FIRM shall be held liable for reimbursement to the CITY of all funds not expended in accordance with these applicable regulations and Agreement provisions within thirty (30) calendar days after the CITY has notified the FIRM of such non-compliance. Said reimbursement shall not preclude the CITY from taking any other action as provided herein.

If expenditure does not exceed \$750,000 during an operating year, the FIRM shall provide the CITY with its annual financial statement within ninety (90) days of the end of its operating year. Said financial statement shall be prepared by an actively licensed certified public accountant.

State Single Audit: Each nonstate entity shall comply with all applicable requirements of section 215.97, F.S., and Audit Requirements. A State single audit is required if a nonstate entity expends \$750,000 or more of State financial assistance in any fiscal year of such nonstate entity in accordance with the requirements of the Florida Single Audit Act.

XXVIII. DEFAULT

A default shall consist of any use of Grant Funds for a purpose other than as authorized by this Agreement, noncompliance with any provision in all Articles herein, any material breach of this Agreement, failure to comply with the audit requirements as provided herein, or failure to expend Grant Funds in a timely or proper manner. A cancellation for default pursuant to this Article shall not impair or limit the CITY's remedy for the FIRM's breach of warranty to the extent of work performed, not for errors or omissions in the professional engineering services prior to cancellation.

XXIX. BUDGET APPROPRIATIONS

The CITY is subject to Section 166.241, Florida Statutes, and is not authorized to contract for expenditures in any fiscal year except in pursuance of budgeted appropriations. With respect to this Agreement, the CITY has budgeted and appropriated sufficient monies to fund the CITY's obligations under this Agreement. The obligations of the CITY hereunder shall not constitute a general indebtedness of the CITY within the meaning of the Florida Constitution.

XXX. SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, prohibits agencies or local governmental entities from contracting for goods or services of any amount with companies that are on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel, and of \$1 million or more with companies that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. Specifically, Section 287.135(2), Florida Statutes, states: "A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of: (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company: 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or 2. Is engaged in business operations in Cuba or Syria."

Upon submitting its bid or proposal, a bidder/proposer: (i) certifies the company is not in violation of Section 287.135, Florida Statutes, and shall not be in violation at the time the company enters into or renews any resulting contract; and (ii) agrees any such resulting contract shall be deemed to contain a provision that allows the CITY, at its option, to terminate such contract for cause if the company is found to have submitted a false certification, been placed on one or any of the foregoing Lists, been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria.

XXXI. PUBLIC RECORDS

A. Exempt Plans. FIRM pursuant to this Agreement (and as part of the solicitation process that resulted in award of this Agreement) may hold, come into possession of, and/or generate certain building plans, blueprints, schematic drawings, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, facility, or other structure owned or operated by the CITY or an agency (singularly or collectively "Exempt Plans"), which pursuant to Section 119.071(3), Florida Statutes, are exempt from Section 119.07(1), Florida Statutes and Section 24(a), Art. I of the Florida State Constitution. FIRM certifies it has read and is familiar the exemptions and obligations of Section 119.071(3), Florida Statutes; further that FIRM is and shall remain in compliance with same, including without limitation maintaining the exempt status of such Exempt Plans, for so long as any Exempt Plans are held by or otherwise in its possession. This section shall survive the expiration of earlier termination of this Agreement.

B. Data Collection. Pursuant to Section 119.071(5)(a)2a, Florida Statutes, social security numbers shall only be collected from FIRM by the CITY should such number be needed for identification, verification, and/or tax reporting purposes. To the extent FIRM collects an individual's social security number in the course of acting on behalf of the CITY pursuant to the terms and conditions this Agreement, FIRM shall follow the requirements of Florida's Public Records Law.

C. Access. The City of Tampa is a public agency subject to Chapter 119, Florida Statutes. In accordance with Florida Statutes, 119.0701, FIRM agrees to comply with Florida's Public Records Law, including the following:

1. FIRM shall keep and maintain public records required by the CITY to perform the services under this Agreement;
2. Upon request by the CITY, provide the CITY with copies of the requested records, having redacted records in total or in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the CITY) on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that records, in part or in total, that are exempt or that are confidential and exempt from disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion (or earlier termination) of the Agreement if FIRM does not transfer the records to the CITY;
4. Upon completion (or earlier termination) of the Agreement, FIRM shall within 30 days after such event either transfer to the CITY, at no cost, all public records in possession of the FIRM or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If FIRM transfers all public records to the CITY upon completion (or earlier termination) of the Agreement, FIRM shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon

completion (or earlier termination) of the Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the agency.

The failure of FIRM to comply with Chapter 119, Florida Statutes, and/or the provisions set forth in this Article shall be grounds for immediate unilateral termination of the Agreement by the CITY; the CITY shall also have the option to withhold compensation due FIRM until records are received as provided herein.

IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FIRM’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-274-8598, JIM.GREINER@TAMPAGOV.NET, AND CONTRACT ADMINISTRATION DEPARTMENT, TAMPA MUNICIPAL OFFICE BUILDING, 4TH FLOOR, 306 E. JACKSON ST. TAMPA, FLORIDA 33602.

XXXII. E-VERIFY

Pursuant to §448.095, Florida Statutes, FIRM certifies that it is registered with and uses the U.S. Department of Homeland Security’s E-Verify system to verify the US employment eligibility of all of FIRM’s employees hired by the FIRM during the term of this Agreement and/or while performing work or providing services for the City of Tampa. FIRM shall require that all subcontractors performing work or providing services on behalf of FIRM for the City of Tampa also comply with the requirements of §448.095, Fla. Stat and utilize the E-Verify system to verify US employment eligibility of all employees hired by subcontractor. The FIRM shall require for the subcontractor to provide to FIRM an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. FIRM shall maintain a copy of such affidavit for the duration of the Agreement.

IN WITNESS WHEREOF, the CITY has caused these presents to be executed in its name by its Mayor, and attested and its official Seal to be hereunto affixed by its City Clerk, and the FIRM has hereunto set its hand and Seal in TRIPLICATE, the day and year first written above.

GARNEY COMPANIES, INC. D/B/A
GARNEY CONSTRUCTION

CITY OF TAMPA, FLORIDA

By: _____
(Signatory, President/Vice President, etc.)
Authorized Officer or Individual

By: _____
Jane Castor, Mayor (SEAL)

ATTEST:

By: _____
Shirley Foxx-Knowles, City Clerk

Approved as to Legal Sufficiency and authorized
by Resolution No. _____

Marcella T. Hamilton, Assistant City Attorney



Exhibit A: North B Street to Himes Avenue CIAC Phase 5 – Scope of Services

The Garney Companies, Inc., (Firm) provides this proposed scope for the preconstruction and design development to 90% and guaranteed maximum price (GMP) submission for the North B Street to Himes Avenue Contribution in Aid of Construction (CIAC) Phase 5 Project. A summary of the overall components of the project is provided herein.

PROJECT DESCRIPTION

The Project consists of the route confirmation, design, permitting, and construction of approximately three miles of 36-inch water transmission main to improve water pressure, quality, and quantity in the South Tampa / Palma Ceia area (Refer to ATTACHMENT A). The majority of the main will be placed within City of Tampa Rights-of-way (ROW) with a crossing at State Road 60 within the Florida Department of Transportation (FDOT) ROW. The Work will also include the replacement of the water distribution system and water service connections along the route of the transmission main as described below.

PROPOSED DISTRIBUTION SYSTEM IMPROVEMENTS					
SIZE, IN (EXISTING)	SIZE, IN (PROPOSED)	MATERIAL (EXISTING)	LENGTH, FT	STREET	FROM/TO
2	6	CI	2000	Empedrado	From 6" DIP west of MacDill to Himes
12	12	CI	6500	MacDill	From San Miguel to Platt
6	6	U/K	600	San Miguel	From MacDill to Esperanza (No As-Builts)
2	4/6	CI	300	Watrous	MacDill west to end
6	6	CI	60-80	Parkland Blvd	To first Valve West
12	12	CI	60-80	Fountain	To first Valve West
6	6	CI	60-80	Swann	To first Valve East
8	8	CI	60-80	Azeele	To first Valve West
2	6	CI	900	New Jersey	From Azeele to Cleveland (No As-Builts)
2	6	CI	400	New Jersey	From N Kennedy to North A (No As-Builts)
2	6	CI	1300	North A	From MacDill to Habana
6	6	CI	900	North A	From Habana to Tampania

Work will include topographic survey, Subsurface Utility Engineering (SUE), route alignment analysis, design, maintenance of traffic design, geotechnical engineering, permitting, construction phase services, construction observation, and as built/record drawing services as described herein.

This Scope of Services is for the performance of the Pre-Construction / Preliminary Design Services only. An additional Scope of Services will be provided during the development of the Guaranteed Maximum Price (GMP) for the Final Design (Technical Specifications and Plans) Documents, Construction, and Project Close-Out. Firm is allotting 16 months for the preconstruction services for this proposal following receipt of the Notice to Proceed (NTP).

The following is a description of the tasks correlated to EXHIBIT B – PHASE I FEE BREAKDOWN for base pricing totaling \$1,791,722.00 plus \$537,516.60 in allowance items as outlined below and in Exhibit B. Firm will submit monthly invoices to the City based on a percent complete each month.



Task 1 – General Project Management & Design Project Execution

General Project Management: Firm and its subconsultants will provide Project Management including management of the overall design portion of the project, leading the preliminary workshop, kick-off meeting and progress meetings, provide coordination of subconsultants with City Staff and community stakeholders, develop risk register for the project, hold Design-Builder's management meetings – in person and virtually, as requested, development of the project schedule, and provide Technical Reviews at the Route Alignment Evaluation, 60%, and 90% design levels.

The Firm will develop a QA/QC plan for Construction and submit to the City for review and approval.

It is anticipated that the following meetings will be held as a part of the project: Scoping Meetings – Preliminary and Final, Water Main Alignment Discussion, 60% Technical Review, 90% Technical Review, and Progress Meetings. Progress Meetings are anticipated to be intermittent during design at milestone intervals. This item will include office management support.

Pre-Construction Milestones include the following:

- Kick-Off Meeting
- 60% Technical Review
- 90% Technical Review
- Pre-Construction Phase Meeting

Deliverables: The Deliverables will include electronic copies of the following:

- Invoices, Status Reports
- Schedules
- Meeting Notes to Review and Progress Meetings
- City Review Comments Tracking
- Risk Register
- QA/QC Plan (Construction)

City to provide comments to design submittals within two weeks of receipt.

Task 2 – Preliminary Design Phase

The Preliminary Design Task includes the following:

- **Data Collection:** Collect and review information from the City of Tampa regarding existing (as built) and proposed (construction and planning documents) improvements.
- **Route Alignment Evaluation:** Prepare sketches of the proposed route to include recommendations for alignment; pipe, valve, fittings, and appurtenance materials; construction methods; distribution system improvements; maintenance of traffic; and restoration, including, where appropriate, enhanced restoration for community beautification. Route evaluation costs are based on **Attachment A**.
- **Pipe Materials and Construction Methods Review:** Collaborate with the City, and subconsultants during the preliminary design phase to ascertain what materials and construction methods will provide the City with the best value and long-term operational longevity.
- **Technical Specifications Outline:** Firm will review the City of Tampa Standard Specifications for use with the project. Additional sections and/or amendments to existing sections for the completion of the work will be identified and listed in outline form. The outline will include the current City specification designation with the equivalent Construction Specifications Institute (CSI) indicated.

- Opinion of Projected Cost (OPC) – Preliminary: The Firm will provide an Opinion of Projected Cost for the preliminary deliverable. This estimate will consider current market conditions using known material and subcontractor pricing as well as 30% project contingencies and allowance.
- Deliverables: The deliverables will include electronic copies of the following:
 - Skeleton Design Drawings: *Rights-of-way (ROW), Pipe Plan, No Profiles, No Details*
 - Alignment
 - Materials
 - Construction Methods
 - Open Cut
 - Trenchless
 - Distribution System Improvements
 - Restoration
 - Technical Specification Outline
 - Preliminary Opinion of Projected Cost
 - Meeting Notes from the Review Workshop

Task 3 – 60% Design Phase

- 3.1. Surveying and Mapping: A full-width of the Right-of-Way topographic survey will be conducted within the Project areas using conventional survey techniques, in accordance with Chapter 472, Florida Statutes and Standards of Practice, Chapter 5J-17, Florida Administrative Code.

Survey base maps shall be provided in AutoCAD Civil 3D 2018 format. The AutoCAD Civil 3D drawing(s) will include pertinent surfaces, points, alignments, gravity sanitary sewer and gravity storm sewer invert elevations, within the defined limits of survey. No profiles or sections will be included in the survey drawings. The Survey base maps will be provided in accordance with the Water Department Survey and Drafting Standards.

Right-of-way lines will be determined in accordance with existing field monumentation, the last deed of record and/or platted subdivision records within the public records of Hillsborough County. The procurement of current title searches and a certified Right-of-Way survey are not included in this scope of services.

Firm will determine site elevations on a maximum fifty (50) foot grid, at grade breaks, at changes in direction on curbing/paving.

Firm will locate/identify living trees within the survey limits with a 5-inch or greater DBH (diameter at breast height).

This survey will be referenced to the Florida State Plane Coordinate System, Traverse Mercator, West Zone, adjustment of 1983 in feet (North American Datum (NAD) 83-90 FT).

All elevations will be referenced to published National Geodetic Survey (NGS)/City of Tampa/Hillsborough County benchmarks relative to the North American Vertical Datum (NAVD) 88 vertical datum.

Firm will prepare a surface model in AutoCAD Civil 3D 2018 illustrating contour lines as part of this scope of services.

Deliverables for this Task include a Certified Survey Report.

- 3.2 Utility Coordination: Firm will perform utility coordination with City and non-City utilities in the project area. The work will include the submittal of a “design ticket” to Sunshine 811 to obtain a list of affected utilities, contacting the utilities, verification of existing utilities and identification of potential conflicts. Firm will

maintain a list of each contact and make recommendations to avoid conflicts. The Design Build Manager will provide oversight. Deliverables include an electronic copy of the Utility Matrix developed based upon utility contacts.

3.3 Geotechnical Engineering: Firm will coordinate the efforts in performing soil borings and analysis adjacent to jack and bore locations on the project route. Up to five (5) additional borings may be performed where soil conditions warrant. Most of the project is within disturbed rights-of-way and less than ten feet deep, so geotechnical information is not anticipated to be required for the complete project. The limited subsurface exploration for the project will be conducted as follows:

- Notify Sunshine State One Call to locate and mark existing utilities. (Requires 2 full business days);
- Submit Lane Closure Permit to City of Tampa;
- Develop MOT plan, coordinate, and schedule MOT provider;
- Mobilize personnel and equipment to the project site;
- Perform four (4) Standard Penetration Test (SPT) borings to a depth of approximately 30 feet. Two (2) borings will be located at each of the two referenced jack and bore intersections. The SPT borings will be sampled virtually continuously to a depth of approximately 10 feet and on intervals of approximately 5 feet, thereafter.
- Perform four (4) hand auger boring locations in unpaved areas adjacent to the intersections to a depth of 8 feet. Two (2) hand auger borings will be performed at each intersection. The hand auger borings will be sampled every 6 inches and evaluated for Seasonal High Groundwater Table (SHGWT) determination.
- Perform five (5) SPT borings to a depth of approximately 15 feet at locations to be determined as the project progresses. The SPT borings will be sampled virtually continuously to a depth of approximately 10 feet and on intervals of approximately 5 feet, thereafter.
- Conduct visual classifications of the recovered soil samples and perform laboratory analysis on selected samples to assist in design.

Deliverable: The results of the exploration will be submitted in a formal engineering report. This report will present the soil classification (using the Unified Soil Classification System), the groundwater levels encountered in the borings and the estimated seasonal high-water table elevation at the hand auger boring locations. The report will be signed by a professional engineer and transmitted electronically.

3.4 Pre-Application Meetings: Hours for this task fall under 6.1.

3.5 MOT/Roadway Restoration Design:

Firm shall prepare roadway restoration plans to support the construction of the transmission water main. The plans will show the work and include Standard notes and details for the pavement restoration. Deliverables will include the 60% roadway restoration plans, which will be included in the project documents.

Firm shall prepare MOT plans to support the construction of the transmission water main. The MOT Plans will show the work and include Standard notes and details necessary to construct the water main including lane configurations, lane closure analysis, lane shifts, vehicular and pedestrian detour plans as required. Deliverables will include the 60% MOT plans, which will be included in the project documents.

3.6 Technical Specifications: Firm will prepare the project Technical Specifications (Division 01 through Division 48, as appropriate) to the 60% level. The City Standard Specification will be used as a basis for the development of the project specifications. The project specifications will be provided in CSI format using standard MasterFormat numbering and section titles. It is anticipated that the City Water Department (WD) may adopt the project Technical Specifications as the new WD standards. Specifications for items outside of the project, *i.e., electrical, instrumentation, and other out of scope sections*, will not be included. The specifications will be presented in electronic format for review to the City for comment. Deliverables will include an electronic copy of the Technical Specifications.

- 3.7 Plans – 60%: Firm will prepare design drawings to the 60% level for the proposed transmission main and distribution system improvements, in accordance with City of Tampa design guidelines. City Standard details will be included where appropriate. The Firm will provide the quality assurance reviews of the 60% plans prior to submittal to the City. Design Quality Assurance (DQA) comments will be reviewed and addressed prior to submittal to the City. Copies of DQA logs will be provided to the City if requested. Electronic copies in portable document format (*.pdf) will be provided for review and submittal to the City. Plans will be developed in accordance with City of Tampa standards. The water main sheets will be at a scale of 1" = 40' Horizontal and 1" = 4' Vertical. Plan views and profile views for the transmission main will be illustrated on the same sheet. Profile views of distribution system improvements will be on an adjoining sheet. Sheets shall be 11" X 17".

Work will also include the following:

- Trenchless Crossing Analysis & Constructability: The Firm will evaluate the site for trenchless crossing candidates including horizontal directional drilling (HDD) and pipe bursting, review soil borings, and determine lengths of trenchless to mitigate disruption to the community; as well as to provide the best value to the City.
- Constructability, and Quality Reviews: Firm will provide comments pertaining to value engineering, constructability, and quality to be addressed in the plans and/or specifications as needed. It is anticipated that comments will be minor in nature and will not affect the overall route and alignments that were developed as a part of the Preliminary Engineering work.
- 60% Cost Estimate: The Firm will provide a thorough cost estimate based on the completed 60% design drawings. This will include competitive solicitations for proposals from suppliers and subcontractors. Firm will utilize its estimating program with current crew cost rates. This estimate will include an escalation factor as well as project contingencies and allowances.
- Disadvantaged Firms Outreach: During the design phase the Firm will attend Small Local Business Enterprise (SLBE)/Women and Minority Business Enterprise (WMBE) Outreach events and document solicitations for participation during the estimating efforts. Early outreach to Disadvantaged Firms will be used to secure pricing and to comply with good faith efforts for the construction phase of the project.

Deliverables for this task will include the following: 60% Opinion of Projected Cost, DQA (if requested), and 60% Plans (*Plan and Profile Sheets, Standard Details, Firm-Prepared Details*).

Task 4 – 90% Design Phase

- 4.1 Technical Specifications – 90%: Firm will prepare the project Technical Specifications to the 90% level. Comments provided by the City as a part of the 60% submittal will be addressed and included within the 90% submittal. Native documents in (WORD) will be provided to the City for future use. The project specifications will be presented in electronic format to the City. Deliverables include the completed project Technical Specifications in portable document format (*.pdf) and native format.
- 4.2 Plans – 90%: Firm will prepare design drawings to the 90% level for the proposed transmission main and distribution system improvements, in accordance with City of Tampa design guidelines. The Firm will provide quality assurance reviews of the 90% plans and technical specifications. DQA comments will be reviewed and addressed prior to submittal to the City. Copies of DQA logs will be provided, if requested. City Standard details will be included where appropriate. Electronic copies in portable document format (*.pdf) will be provided for review and submittal to the City for comment; as well as MOT plans and roadway restoration plans developed to 90%. The Firm will provide a thorough cost estimate based on the completed 90% design drawings. This will include competitive solicitations for proposals from suppliers and subcontractors. Firm will utilize its estimating program with current crew cost rates. This estimate will include an escalation factor as

well as project contingencies and allowances. Firm will develop a pressure testing, pigging, and disinfection plan at 90% plans for review and approval by the City.

Deliverables include the DQA logs, if requested, 90% Opinion of Projected Cost, Pressure Test/Disinfection Plan, and 90% Plans (*Plan and Profile Sheets, Details of Tie-ins, Standard Details, Firm-prepared Details*) in portable document format (*.pdf).

Task 5 – GMP Development

The Firm will provide a GMP on 90% design and pre-construction activities. The 90% document will consist of plans and specifications incorporating final comments from the City at the 90% review meeting as well as any value engineering (VE) efforts agreed to by the City.

The GMP submittal will include a listing of documents (plans and specifications), assumptions and clarifications used as a basis of developing the GMP. Two weeks have been allotted for the City's review of the GMP submittal. Following the City's review, a GMP workshop (or multiple if necessary) will be held to address comments received. The submittal will include a proposed schedule of values establishing design and construction components with sufficient detail to utilize for progress billings. In addition, the baseline schedule, (included herein as **EXHIBIT C**) further developed during preconstruction will be updated and included in the submittal, identifying the guaranteed completion date for construction of the Project.

The GMP submittal will generally include cost and schedule components for tasks necessary to construct the Project, including:

- Project Permitting – Submittal and Permit Acquisition
- Design Support Services during Construction
- Construction Cost
- Construction and Design Contingency (to 100% completion)
- Project Allowances
- General Conditions
- Design-Builder's Fee
- Third Party Construction Observation

Task 6 – Permitting

General: Permits anticipated to be required for this project include the following: Florida Department of Environmental Protection/Hillsborough County Health Department *Application for a Specific Permit to Construct PWS Components*, Florida Department of Transportation *Utility Permit*, and City of Tampa Construction Services Division *Right of Way Use Permit Standard*.

Environmental Resource Permitting and Endangered species permitting and/or relocation are outside of this Scope and will be provided as a Supplemental Service if required.

Based on initial contact with Hillsborough County Health Department (HCHD), they requested the transmission main be permitted as two separate projects – north and south. Firm will prepare the applications with suitable attachments for submittal to the permitting agencies. Firm will direct the efforts, maintain contact with the agencies, provide updates of the progress, and verify receipt of permits.

- 6.1 Pre-Application Meetings: The Firm will prepare documents, request, and attend pre-application meetings with permitting agencies for the permits associated with the project. Pre-application meetings are anticipated with the following agencies: Florida Department of Transportation (Utility Crossing), City of Tampa Construction Services Division (Right of Way Use), Hillsborough County Health Department (Water System).

Deliverables: Notes from these meetings will be prepared and provided to the City.

6.2 FDEP/HCHD: Florida Department of Environmental Protection/Hillsborough County Health Department *Notice of Intent to Use the General Permit to Construct a Public Water System (PWS) Distribution System (Form 62-555.900(7))*

- | | | |
|----|--|---|
| 1. | Transmission Main (36") – North Section | \$860 application fee |
| 2. | Transmission Main (36") – South Section | \$860 application fee |
| 3. | Distribution System – Request Exemptions | \$860 X 5 segments – <i>if exemptions not granted</i> |

(Note: Item 6.2 application fees will be paid by the City to the Health Department.)

6.3 COT ROW: City of Tampa Construction Services Division *Right of Way Use Permit Standard (Sections 22-56 and 25-46 of the Code of Ordinances)* No application fee for City Projects – separate permits north and south sections

6.4 FDOT: Florida Department of Transportation *Utility Permit (Rule 14-46.001 FAC)* No application fees

Deliverables include copies of application forms and supporting documents for applications; permit matrix and updates, copies of final permits received from agencies.

Task 7 – Public Outreach

Public outreach for CIAC Phase 5 is vital to successful completion of this project. Initial community outreach will be conducted in the pre-construction phase via one-on-one meetings with affected homeowners and businesses as well as small group briefings with neighborhood/civic associations. Outreach will also include a design phase virtual meeting publicized by direct mail postcard, signage, and social media; a project-specific web site; hotline; email; collateral materials; and a pre-construction virtual community meeting publicized by direct mail postcard, signage, and social media.

7.1 Public Outreach Plan Review: This task includes time for Firm to attend up to 16 meetings with City staff and/or project team, management of the public outreach element of the project, and miscellaneous communications. This task includes development of a review process for all materials to ensure consistency with City requirements.

7.2 Public Meetings: The Firm will attend and participate in public information meetings to be conducted during the preliminary phase, with two (2) meetings anticipated, as follows:

- Preliminary Pre-Design; and,
- Design – 60%.

Firm will provide the following:

- Develop key messages for overall project, including need, benefits, schedule, public outreach, construction, maintenance of traffic, protection of trees, restoration, mobility improvements and safety. Includes one update.
- Design, write, program, and launch a project web site using the City-approved Seminole Heights Flooding Relief website design/framework. Task includes the following:
 - Securing three domains (example: .com, .net and .org) and SSL certificate for the site (possible domains: ciac5.com; tampa-ciac5.com; reliabletampawater.com)
 - Writing content for all project pages and purchasing up to five (5) stock photos for use on the website, plus up to five hours of original photography in the community.
 - Website programming maintenance and hosting from through the lifetime of the preliminary phase of the project – approximately sixteen (16) months; and technical support for quarterly Word Press maintenance to ensure Word Press plugins and updates are made and the site remains fully functional.
 - Updating the website content quarterly; posting project updates as needed.
- Draft, layout and finalize a color 11"x17" project map handout to be used in briefings. Handout will show the pipeline route and include project need, benefits, other pertinent facts and include website and contact information. Includes design and printing up to 75 color copies.

- Draft and finalize FAQs (Frequently Asked Questions) on the project; includes one update prior to the start of construction. FAQs will be used on the project web site and can be handed out at any neighborhood meetings or briefings.
- Draft up to six (6) social media posts and up to two (2) news releases/HOA update articles for City dissemination.
- Draft and finalize a PowerPoint presentation for use in meeting with civic and neighborhood associations.

Expenses for this task will be included in the Project Allowance. The expenses include approximately \$11,000 for graphic design support during pre-construction. These services could include custom graphics needed for project information materials, presentations, or the project web site.

7.3 Public / Stakeholder Involvement: Firm will provide the following:

- Compile and maintain a database of all addresses along the construction route; compile and maintain a database of local civic/neighborhood associations, chambers, businesses, schools, churches, and others that require one-on-one or small group meetings.
- Schedule, conduct and summarize up to 30 one-on-one or small group meetings with property owners, businesses, schools, transportation officials, civic/neighborhood associations, and more.
- Establish and staff a project information line. Design and print business cards with project information line phone number. Includes printing 1,100 two-sided cards.
- Plan and conduct a design phase virtual community meeting via Zoom to present the project to the community, highlight the project need and benefits, explain pipeline route selection, schedule, and next steps. This meeting will provide an opportunity for residents to ask questions and provide input. Tasks for this meeting include the following:
 - Schedule the Zoom webinar meeting.
 - Design, finalize, print, and direct mailing 1,100 9" x 11" four-color over one color, two-sided postcards to promote the meetings. Task includes postal tracking.
 - Draft, design, produce and place up to 12 corrugated plastic yard signs to promote the meeting.
 - Create up to four (4) social media posts for City and neighborhood association use on Facebook and Nextdoor.
 - Draft a news release for City distribution.
 - Create, finalize, and post a survey to obtain stakeholder input during the design phase.
 - Draft, edit and finalize a PowerPoint presentation for the design phase virtual meeting.
 - Facilitate the meeting and draft a meeting summary to document stakeholder questions and input for the project team's consideration.
- Plan and conduct a pre-construction virtual community meeting via Zoom. This meeting will focus on route refinements made during the design phase and what to expect during construction, including the three-block construction approach, maintenance of traffic, dust, noise, trees, restoration and more. Attendees will have an opportunity to ask questions and provide feedback. Tasks for this meeting include the following:
 - Schedule the Zoom meeting (meeting could feature breakout rooms to focus on sections of the route).
 - Design, finalize, print, and direct mailing 1,100, 9" x 11" four-color over one color, two-sided postcards to promote the meetings. Task includes postage tracking.
 - Draft, design, produce and place up to 12 corrugated plastic yard signs to promote the meeting.
 - Create up to four (4) social media posts for City and neighborhood association use on Facebook and Nextdoor.
 - Draft a news release City distribution.
 - Create, finalize, and post a survey to obtain stakeholder input during the design phase.
 - Develop custom graphics to illustrate the construction process.
 - Draft, edit and finalize a PowerPoint presentation for the design phase virtual meeting.
 - Facilitate the meeting and draft a meeting summary to document stakeholder questions and input for the project team's consideration.

- Create, print, and distribute 1,100 pre-construction door hangers to provide residents and businesses with advance notice of construction.

Expenses for this task will be included in the Project Allowance. Expenses include approximately \$12,200 for graphic design support during pre-construction. These services could include custom graphics needed for project information materials, presentations, or the project web site.

Deliverables are as discussed in the above description for this Task.

Task 8 – Workforce Development

Firm workforce development will include engagement with the community, businesses, high schools, technical trade programs, and community college/universities to help build a pipeline of local talent to work on this project. Tasks include the following:

- Developing a database of contacts for potential collaboration.
- Reaching out to workforce development contacts to schedule meetings to discuss collaboration and opportunities.
- Firm Developing social media content and collateral materials to solicit participation in job fairs, apprenticeships, and other opportunities.

Expenses for this task will be included in the Project Allowance. Expenses include approximately \$2,750 for graphic design support during pre-construction. These services include but are not limited to custom graphics needed for workforce development materials, presentations, or social media.

Task 9 – Allowance

The compensation to the Firm shall include a project allowance amount (Allowance) for additional services as may be requested by the City and/or for unforeseen circumstances, as described herein. The Allowance shall be used to compensate the Firm for, but not limited to, the following:

- Legal Descriptions and Sketches;
- Subsurface Utility Engineering;
- Valve Exercising;
- Permit Application Fees;
- Public Outreach Expenses; and/or,
- Workforce Development Expenses.

Allowance items shall be determined in conjunction with the City and an Allowance Request will be prepared, which will include scope, labor, equipment, and other materials, for review by the City prior to work completion. For expense items, copies of receipts will be included with the appropriate pay application.

City of Tampa - North B St to Himes Ave CIAC Phase 5
 EXHIBIT B - PHASE I FEE BREAKDOWN



TASK LIST		TOTAL HOURS	TOTAL COST
Task 1 - General Project Management and Design Execution		2156	\$ 400,986.00
Task 2 - Preliminary Design Phase		900	\$ 137,248.00
Task 3 - Design Phase		4997	\$ 768,474.00
Task 4 - 90% Design		1044	\$ 183,456.00
Task 5 - GMP Development		152	\$ 27,724.00
Task 6 - Permitting		507	\$ 79,930.00
Task 7 - Public Outreach		885	\$ 168,944.00
Task 8 - Workforce Development		132	\$ 24,960.00
	SUBTOTAL:		\$ 1,791,722.00
Task 9 - Allowances		0	\$ 537,516.60
Preconstruction Services Totals:		10773	\$ 2,329,238.60

COMPANY	STAFF	NAME	RATE	Total Hours	Total Cost
Task 1 - General Project Management and Design Execution					
Task 1.1 - General Project Management					
Company	Staff	Name	Rate		
Garney	DB Manager	Sam Flowers	\$185	1,152	\$ 213,120
Garney	Lead Estimator	Will Poczekaj	\$159	232	\$ 36,888
Garney	Project Director	Dan Smolik	\$253	166	\$ 41,998
Metzger & Willard	Principal	Metzger	\$225	24	\$ 5,400
Metzger & Willard	Sr Project Manager	S. Martelli	\$200	200	\$ 40,000
Metzger & Willard	PM/PE	J. Martelli	\$180	80	\$ 14,400
Metzger & Willard	Administrative Assistant	Kops-Rainey	\$90	40	\$ 3,600
Ardurra	Principal	Kuzler	\$275.00	20	\$ 5,500
Ardurra	Sr Project Manager	Turnage	\$228.00	100	\$ 22,800
Ardurra	Sr Project Engineer	Dale	\$140.00	90	\$ 12,600
Ardurra	Administrative Assistant	Paula	\$90.00	52	\$ 4,680
		Task 1 Subtotal		2,156	\$ 400,986.00
Task 1 - General Project Management and Design Execution - Total				2,156	\$ 400,986.00
Task 2 - Preliminary Design Phase					
Task 2.1 - Existing plan review / route analysis (Data Collection & Route Evaluation)					
Company	Staff	Name	Rate		
Garney	DB Manager	Sam Flowers	\$185	40	\$ 7,400
Garney	Lead Estimator	Will Poczekaj	\$159	20	\$ 3,180
Garney	Project Director	Dan Smolik	\$253	8	\$ 2,024
Garney	Superintendent	Myles Smith	\$162	10	\$ 1,620
Metzger & Willard	Principal	Metzger	\$225	8	\$ 1,800
Metzger & Willard	Sr Project Manager	S. Martelli	\$200	48	\$ 9,600
Metzger & Willard	PM/PE	J. Martelli	\$180	144	\$ 25,920
Metzger & Willard	CAD Technician	Stilp	\$120	180	\$ 21,600
Metzger & Willard	Administrative Assistant	Kops-Rainey	\$90	28	\$ 2,520
Ardurra	Principal	Kuzler	\$275.00	8	\$ 2,200
Ardurra	Sr Project Manager	Turnage	\$228.00	68	\$ 15,504
Ardurra	Sr Designer	Mark	\$150.00	72	\$ 10,800
Ardurra	Sr Project Engineer	Dale	\$140.00	136	\$ 19,040
Ardurra	CAD Designer	Frank	\$108.00	130	\$ 14,040
		Task 2 Subtotal		900	\$ 137,248.00
Task 2 - Preliminary Design Phase - Total				900	\$ 137,248.00
Task 3 - Design Phase					
Task 3.1 - Surveying and Mapping					
Company	Staff	Name	Rate		
Garney	DB Manager	Sam Flowers	\$185	16	\$ 2,960
Metzger & Willard	Principal	Metzger	\$225	4	\$ 900
Metzger & Willard	PM/PE	J. Martelli	\$180	8	\$ 1,440
Metzger & Willard	SR PLS	Morris	\$165	202	\$ 33,330
Metzger & Willard	Survey Tech	Murray	\$130	234	\$ 30,420
Metzger & Willard	CAD Technician	Stilp	\$120	460	\$ 55,200
Metzger & Willard	Survey Crew	Gregory/Scott	\$150	1,110	\$ 166,500
Metzger & Willard	Administrative Assistant	Kops-Rainey	\$90	23	\$ 2,070
		Task 3.1 Subtotal		2,057	\$ 292,820.00
Task 3.2 - Utility Coordination					
Company	Staff	Name	Rate		
Garney	DB Manager	Sam Flowers	\$185	16	\$ 2,960
Metzger & Willard	Sr Project Manager	S. Martelli	\$200	8	\$ 1,600
Metzger & Willard	PM/PE	J. Martelli	\$180	70	\$ 12,600
Metzger & Willard	CAD Technician	Stilp	\$120	64	\$ 7,680
Metzger & Willard	Administrative Assistant	Kops-Rainey	\$90	16	\$ 1,440
Ardurra	Sr Project Manager	Turnage	\$228.00	8	\$ 1,824
Ardurra	Sr Designer	Mark	\$150.00	32	\$ 4,800
Ardurra	Project Engineer	Kaitlin	\$126.00	70	\$ 8,820

COMPANY	STAFF	NAME	RATE	Total Hours	Total Cost
Ardurra	CAD Designer	Frank	\$108.00	80	\$ 8,640
Ardurra	Administrative Assistant	Paula	\$90.00	16	\$ 1,440
				Task 3.2 Subtotal	380 \$ 51,804.00
Task 3.3 - Geotechnical Engineering					
Company	Staff	Name	Rate		
Garney	DB Manager	Sam Flowers	\$185	40	\$ 7,400
Garney	Lead Estimator	Will Poczekaj	\$159	16	\$ 2,544
Metzger & Willard	Sr Project Manager	S. Martelli	\$200	1	\$ 200
				Task 3.3 Subtotal	57 \$ 10,144.00
Metzger & Willard	Test Lab	Sol Borings	Expense		\$10,770
Task 3.4 - Pre-Application Meetings (Moved to Task 6)					
Company	Staff	Name	Rate		
Task 3.5 - MOT/Roadway Restoration Design					
Company	Staff	Name	Rate		
Garney	DB Manager	Sam Flowers	\$185	40	\$ 7,400
Garney	Lead Estimator	Will Poczekaj	\$159	4	\$ 636
Metzger & Willard	Sr Project Manager	S. Martelli	\$200	6	\$ 1,200
Ardurra	Sr Project Manager	Turnage	\$228.00	6	\$ 1,368
				Task 3.5 Subtotal	56 \$ 10,604.00
Metzger & Willard	Element (MOT/Restoration)		Expense		\$37,800
Task 3.6 - Technical Specifications					
Company	Staff	Name	Rate		
Garney	DB Manager	Sam Flowers	\$185	8	\$ 1,480
Metzger & Willard	Sr Project Manager	S. Martelli	\$200	16	\$ 3,200
Metzger & Willard	PM/PE	J. Martelli	\$180	96	\$ 17,280
Metzger & Willard	Administrative Assistant	Kops-Rainey	\$90	48	\$ 4,320
Ardurra	Sr Project Manager	Turnage	\$228.00	16	\$ 3,648
Ardurra	Sr Project Engineer	Dale	\$140.00	16	\$ 2,240
				Task 3.6 Subtotal	200 \$ 32,168.00
Task 3.7 - Plans - 60%					
Company	Staff	Name	Rate		
Garney	DB Manager	Sam Flowers	\$185	88	\$ 16,280
Garney	Lead Estimator	Will Poczekaj	\$159	96	\$ 15,264
Garney	Project Director	Dan Smolik	\$253	12	\$ 3,036
Garney	Superintendent	Myles Smith	\$162	12	\$ 1,944
Metzger & Willard	Principal	Metzger	\$225	40	\$ 9,000
Metzger & Willard	Sr Project Manager	S. Martelli	\$200	64	\$ 12,800
Metzger & Willard	PM/PE	J. Martelli	\$180	272	\$ 48,960
Metzger & Willard	CAD Technician	Stlp	\$120	569	\$ 68,280
Metzger & Willard	Administrative Assistant	Kops-Rainey	\$90	8	\$ 720
Ardurra	Principal	Kuzler	\$275.00	40	\$ 11,000
Ardurra	Sr Project Manager	Turnage	\$228.00	88	\$ 20,064
Ardurra	Sr Designer	Mark	\$150.00	120	\$ 18,000
Ardurra	Sr Project Engineer	Dale	\$140.00	208	\$ 29,120
Ardurra	CAD Designer	Frank	\$108.00	622	\$ 67,176
Ardurra	Administrative Assistant	Paula	\$90.00	8	\$ 720
				Task 3.7 Subtotal	2,247 \$ 322,364.00
				Task 3 - Design Phase - Total	4,997 \$ 768,474.00
Task 4 - 90% Design					
Task 4.1 - Technical Specifications - 90%					
Company	Staff	Name	Rate		
Garney	DB Manager	Sam Flowers	\$185	16	\$ 2,960
Metzger & Willard	Sr Project Manager	S. Martelli	\$200	8	\$ 1,600
Metzger & Willard	PM/PE	J. Martelli	\$180	32	\$ 5,760
Metzger & Willard	Administrative Assistant	Kops-Rainey	\$90	16	\$ 1,440
Ardurra	Sr Project Manager	Turnage	\$228.00	8	\$ 1,824
Ardurra	Sr Project Engineer	Dale	\$140.00	16	\$ 2,240
Ardurra	Administrative Assistant	Paula	\$90.00	4	\$ 360
				Task 4.1 Subtotal	100 \$ 16,184.00
Task 4.2 - Plans - 90%					
Company	Staff	Name	Rate		
Garney	DB Manager	Sam Flowers	\$185	96	\$ 17,760
Garney	Lead Estimator	Will Poczekaj	\$159	56	\$ 8,904
Garney	Project Director	Dan Smolik	\$253	16	\$ 4,048
Garney	Superintendent	Myles Smith	\$162	6	\$ 972
Metzger & Willard	Principal	Metzger	\$225	32	\$ 7,200
Metzger & Willard	Sr Project Manager	S. Martelli	\$200	48	\$ 9,600
Metzger & Willard	PM/PE	J. Martelli	\$180	120	\$ 21,600
Metzger & Willard	CAD Technician	Stlp	\$120	128	\$ 15,360
Metzger & Willard	Administrative Assistant	Kops-Rainey	\$90	4	\$ 360
Ardurra	Principal	Kuzler	\$275.00	24	\$ 6,600
Ardurra	Sr Project Manager	Turnage	\$228.00	68	\$ 15,504
Ardurra	Sr Designer	Mark	\$150.00	62	\$ 9,300
Ardurra	Sr Project Engineer	Dale	\$140.00	102	\$ 14,280
Ardurra	CAD Designer	Frank	\$108.00	178	\$ 19,224
Ardurra	Administrative Assistant	Paula	\$90.00	4	\$ 360
				Task 4.2 Subtotal	944 \$ 151,072.00
Metzger & Willard	Element (MOT/Restoration)		Expense		\$16,200

COMPANY	STAFF	NAME	RATE	Total Hours	Total Cost
			Task 4 - 90% Design - Total		1,044 \$ 183,456.00
Task 5 - GMP Development					
Task 5.5 - GMP Negotiations					
Company	Staff	Name	Rate		
Garney	DB Manager	Sam Flowers	\$185	64	\$ 11,840
Garney	Lead Estimator	Will Poczekaj	\$159	64	\$ 10,176
Garney	Project Director	Dan Smolik	\$253	20	\$ 5,060
Garney	Superintendent	Myles Smith	\$162	4	\$ 648
Task 5.5 Subtotal				152	\$ 27,724.00
Task 5 - GMP Development - Total				152	\$ 27,724.00
Task 6 - Permitting					
Task 6.1 - Pre-Application Meetings					
Company	Staff	Name	Rate		
Garney	DB Manager	Sam Flowers	\$185	16	\$ 2,960
Metzger & Willard	Sr Project Manager	S. Martelli	\$200	4	\$ 800
Metzger & Willard	PM/PE	J. Martelli	\$180	18	\$ 3,240
Metzger & Willard	Administrative Assistant	Kops-Rainey	\$90	3	\$ 270
Ardurra	Sr Project Manager	Turnage	\$228.00	8	\$ 1,824
Ardurra	Sr Project Engineer	Dale	\$140.00	20	\$ 2,800
Task 6.1 Subtotal				69	\$ 11,894.00
Task 6.2 - FDEP/Health Dept. General Permit for Construction Water Mains Extensions					
Company	Staff	Name	Rate		
Garney	DB Manager	Sam Flowers	\$185	8	\$ 1,480
Metzger & Willard	Sr Project Manager	S. Martelli	\$200	8	\$ 1,600
Metzger & Willard	PM/PE	J. Martelli	\$180	48	\$ 8,640
Metzger & Willard	CAD Technician	Stilp	\$120	8	\$ 960
Metzger & Willard	Administrative Assistant	Kops-Rainey	\$90	6	\$ 540
Ardurra	Sr Project Manager	Turnage	\$228.00	8	\$ 1,824
Ardurra	Sr Project Engineer	Dale	\$140.00	72	\$ 10,080
Ardurra	CAD Designer	Frank	\$108.00	24	\$ 2,592
Ardurra	Administrative Assistant	Paula	\$90.00	4	\$ 360
Task 6.2 Subtotal				186	\$ 28,076.00
Task 6.3 - COT ROW					
Company	Staff	Name	Rate		
Garney	DB Manager	Sam Flowers	\$185	4	\$ 740
Metzger & Willard	Sr Project Manager	S. Martelli	\$200	8	\$ 1,600
Metzger & Willard	PM/PE	J. Martelli	\$180	72	\$ 12,960
Metzger & Willard	Administrative Assistant	Kops-Rainey	\$90	8	\$ 720
Ardurra	Sr Project Manager	Turnage	\$228.00	8	\$ 1,824
Ardurra	Sr Project Engineer	Dale	\$140.00	80	\$ 11,200
Ardurra	Administrative Assistant	Paula	\$90.00	4	\$ 360
Task 6.3 Subtotal				184	\$ 29,404.00
Task 6.4 - FDOT					
Company	Staff	Name	Rate		
Garney	DB Manager	Sam Flowers	\$185	4	\$ 740
Ardurra	Sr Project Manager	Turnage	\$228.00	12	\$ 2,736
Ardurra	Sr Project Engineer	Dale	\$140.00	48	\$ 6,720
Ardurra	Administrative Assistant	Paula	\$90.00	4	\$ 360
Task 6.4 Subtotal				68	\$ 10,556.00
Task 6 - Permitting - Total				507	\$ 79,930.00
Task 7 - Public Outreach					
Task 7.1 - Public Outreach Plan Review					
Company	Staff	Name	Rate		
Garney	DB Manager	Sam Flowers	\$185	40	\$ 7,400
Garney	Lead Estimator	Will Poczekaj	\$159	8	\$ 1,272
Metzger & Willard	Principal	Metzger	\$225	4	\$ 900
Metzger & Willard	Sr Project Manager	S. Martelli	\$200	36	\$ 7,200
Metzger & Willard	PM/PE	J. Martelli	\$180	8	\$ 1,440
Metzger & Willard	CAD Technician	Stilp	\$120	8	\$ 960
Metzger & Willard	Administrative Assistant	Kops-Rainey	\$90	8	\$ 720
Ardurra	Sr Project Manager	Turnage	\$228.00	8	\$ 1,824
Ardurra	Sr Project Engineer	Dale	\$140.00	8	\$ 1,120
Ardurra	CAD Designer	Frank	\$108.00	16	\$ 1,728
Dialogue	Senior PR Counselor		\$230	39	\$ 8,970
Dialogue	PI/PR Specialist		\$160	68	\$ 10,880
Task 7.1 Subtotal				251	\$ 44,414.00
Task 7.2 - Public Meetings					
Company	Staff	Name	Rate		
Garney	DB Manager	Sam Flowers	\$185	40	\$ 7,400
Garney	Lead Estimator	Will Poczekaj	\$159	24	\$ 3,816
Metzger & Willard	Sr Project Manager	S. Martelli	\$200	8	\$ 1,600
Ardurra	Sr Project Manager	Turnage	\$228.00	8	\$ 1,824
Ardurra	Sr Project Engineer	Dale	\$140.00	16	\$ 2,240
Dialogue	Senior PR Counselor		\$230	110	\$ 25,300
Dialogue	PI/PR Specialist		\$160	40	\$ 6,400
Task 7.2 Subtotal				246	\$ 48,580.00
Task 7.3 - Public / Stakeholder Involvement					

COMPANY	STAFF	NAME	RATE	Total Hours	Total Cost
Company	Staff	Name	Rate		
Gamey	DB Manager	Sam Flowers	\$185	48	\$ 8,880
Dialogue	Senior PR Counselor		\$230	181	\$ 41,630
Dialogue	PI/PR Specialist		\$160	159	\$ 25,440
			Task 7.3 Subtotal	388	\$ 75,950.00
Task 7 - Public Outreach - Total				885	\$ 168,944.00
Task 8 - Workforce Development					
Company	Staff	Name	Rate		
Gamey	DB Manager	Sam Flowers	\$185	64	\$ 11,840
Dialogue	Senior PR Counselor		\$230	32	\$ 7,360
Dialogue	PI/PR Specialist		\$160	36	\$ 5,760
			Task 8.1 Subtotal	132	\$ 24,960.00
Task 8 - Workforce Development - Total				132	\$ 24,960.00
PROJECT TOTAL				TOTAL HOURS	TOTAL COST
				Total Hours	10,773
				Total Billable Less Allowances	\$1,791,722
				% of Cost Billable	100%

Task 9 - Allowances			
Task 9.1 - 30% of Tasks 1-8 Totals			
			Task 9.1 Subtotal
			-
			\$ 537,516.60
			Task 9 - Allowances
			0
			\$ 537,516.60

TEAM SUMMARY			
FIRM		PHASE I COST	% OF TOTAL
Gamey Companies		\$ 477,030.00	20.5%
Metzger & Willard		\$ 711,050.00	30.5%
Ardurra		\$ 407,132.00	17.5%
Dialogue		\$ 131,740.00	5.7%
Expenses / Sub-Consultants		\$ 64,770.00	2.8%
Allowances		\$ 537,516.60	23.1%
		\$ 2,329,238.60	100%

30% of Tasks 1-8

CITY OF TAMPA INSURANCE REQUIREMENTS

Prior to commencing any work or services or taking occupancy under that certain written agreement or award (for purposes of this document, Agreement) between the City of Tampa, Florida (City) and Firm/Awardee/Contractor/Consultant/Lessee/non-City party, etc. (for purposes of this document, Firm) to which this document is attached and incorporated as an Exhibit or otherwise, and continuing during the term of said Agreement (or longer if the Agreement and/or this document so requires), Firm shall provide, pay for, and maintain insurance against claims for injuries to persons (including death) or damages to property which may arise from or in connection with the performance of the Agreement (including without limitation occupancy and/or use of certain property/premises) by Firm, its agents, representatives, employees, suppliers, subtenants, or subcontractors (which term includes sub-consultants, as applicable) of any tier subject to the terms and conditions of this document. Firm's maintenance of insurance coverage as required herein is a material element of the Agreement and the failure to maintain or renew coverage or provide evidence of same (defined to include without limitation Firm's affirmative duty to provide from time to time upon City's request certificates of insurance, complete and certified copies of Firm's insurance policies, forms, and endorsements, information on the amount of claims payments or reserves chargeable to the aggregate amount of coverage(s) whether during the term of the Agreement or after as may be requested by the City in response to an issue or potential claim arising out of or related to the Agreement to which Firm's insurance obligations hereunder may apply or possibly help mitigate) may be treated as a material breach of the Agreement. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without any obligation or waiver of its rights) may (i) terminate the Agreement or (ii) purchase such coverages as City deems necessary to protect itself (charging Firm for same) and at City's option suspending Firm's performance until such coverage is in place. If Firm does not reimburse City for such costs within 10 days after demand, in addition to any other rights, City shall also have the right to offset such costs from amounts due Firm under any agreement with the City. All provisions intended to survive or to be performed subsequent to the expiration or termination of the Agreement shall survive, including without limitation Firm's obligation to maintain or renew coverage, provide evidence of coverage and certified copies of policies, etc. upon City's request and/or in response to a potential claim, litigation, etc.

The City reserves the right from time to time to modify or waive any or all of these insurance requirements (or to reject policies) based on the specific nature of goods/services to be provided, nature of the risk, prior experience, insurer, coverage, financial condition, failure to operate legally, or other special circumstances. If Firm maintains broader coverage and/or higher limits than the minimums shown herein, the City requires and shall be entitled to such broader coverage and/or higher limits maintained by Firm. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City. No representation is made that the minimum insurance requirements are sufficient to cover Firm's interests, liabilities, or obligations. Required insurance shall not limit Firm's liability.

Firm acknowledges and agrees Firm and not the City is the party in the best position to determine applicability (e.g. "IF APPLICABLE"), confirm, and/or verify its insurance coverage. Acceptance by the City, or by any of its employees, representatives, agents, etc. of certificates or other documentation of insurance or policies pursuant to the terms of this document and the Agreement evidencing insurance coverages and limits does not constitute approval or agreement that the insurance requirements have been met or that coverages or policies are in compliance. Furthermore, receipt, acceptance, and/or approval of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its employees, representatives, agents, etc., which indicate less coverage than required does not constitute a waiver of Firm's obligation to fulfill these insurance requirements.

MINIMUM SCOPE AND LIMIT OF INSURANCE ¹

- A. Commercial General Liability (CGL) Insurance on the most current Insurance Services Office (ISO) Form CG00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily, personal and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and completed operations liability coverage maintained for at least 3 years after completion of work. Limits shall not be less than \$1M per occurrence and \$2M general aggregate for Agreements valued at \$2M or less; if valued over \$2M, a general aggregate limit that equals or exceeds the Agreement's value. If a general aggregate limit applies, it shall apply separately to the project/location (ISO CG 25 03 or 25 04 or equivalent). (ALWAYS APPLICABLE)
- B. Automobile Liability (AL) Insurance in accordance with Florida law, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. AL insurance shall not be less than: (a) \$500,000 combined single limit each occurrence bodily injury and property damage for Agreements valued at \$100,000 or less or (b) \$1M combined single limit each occurrence bodily injury and property damage for Agreements valued over \$100,000. If transportation of hazardous material involved, the MCS-90 endorsement (or equivalent) (ALWAYS APPLICABLE)
- C. Worker's Compensation (WC) & Employer's Liability Insurance for all employees engaged under the Agreement, Worker's Compensation as required by Florida law. Employer's Liability with minimum limits of (a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for Agreements valued at \$100,000 and under or (b) \$1M bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each for all other Agreements. (ALWAYS APPLICABLE)
- D. Excess (Umbrella) Liability Insurance for Agreements valued at \$2M or more, at least \$4M per occurrence in excess of underlying limits and no more restrictive than underlying coverage for all work performed by Firm. May also compensate for a deficiency in CGL, AL, or WC. (ALWAYS APPLICABLE)
- E. Builder's Risk Insurance for property loss exposure associated with construction/renovation/additions to buildings or structures, including materials or fixtures to be incorporated. Must be "All Risk" form with limits of no less than the project's completed value, have no coinsurance penalties, eliminate the "occupancy clause", cover Firm (together with its contractors, subcontractors of every tier, and suppliers), and name City as a Loss Payee. (IF APPLICABLE)
- F. Installation Floater coverage for property (usually highly valued equipment or materials such as compressors, generators, etc.) during its installation. Coverage must be "All Risk" including installation and transit for no less than 100% of the installed replacement cost value. (IF APPLICABLE)
- G. Architects & Engineers Liability/ Professional Liability (E&O)/ Contractors, Professional Liability (CPL)/ Medical Malpractice Insurance where Agreement involves Florida-regulated professional services (e.g. architect, engineer, design-builder, CM, accountant, appraiser, investment banker, medical professional) at any tier, whether employed or independent, vicarious design liability exposure (e.g. construction means & methods, design supervision), value engineering, constructability assessments/reviews, BIM process, and/or performance specifications. Limits of at least \$1M per occurrence and \$2M aggregate; deletion of design/build liability exclusions, as applicable, and maintained for at least 3 years after completion of work/services and City's acceptance of same. (IF APPLICABLE)
- H. Railroad Protective Liability (RPL) Insurance for construction within 50ft of operated railroad track(s) or where affects any railroad bridge, trestle, tunnel, track(s) roadbed, or over/under pass. Subject to involved railroad's approval prior to commencement of work. (IF APPLICABLE).
- I. Pollution and/or Asbestos Legal Liability Insurance where Agreement involves asbestos and/or environmental hazards/contamination risks (defined broadly, e.g. lead, mold, bacteria, fuel storage, underground work, cleanup (owned or non-owned sites), pollutant generation/transportation, manne/natural resource damage, contamination claim, restitution, business interruption, mold, fungus, lead-based paint, 3rd party claims/removal, etc.), with limits of at least \$1M per occurrence and \$2M aggregate, maintained for at least 3 years after Agreement completion. (IF APPLICABLE)
- J. Cyber Liability Insurance where Agreement involves portals allowing access to obtain, use, or store data, managed dedicated servers, cloud hosting services, software/hardware, programming, and/or other IT services

¹ -"M" indicates million(s), for example \$1M = \$1,000,000

and products are involved. Limits of not less than \$2M per occurrence and \$2M aggregate. Coverage sufficiently broad to respond to duties and obligations undertaken by Firm, and shall include, but not be limited to, claims involving infringement of intellectual property/copyright, trademark, trade dress, invasion of privacy violations, damage to or destruction of electronic information, information theft, release of confidential and/or private information, alteration of electronic information, extortion, virus transmission, and network security. Coverage, as applicable and with sufficient limits to respond, for breach response costs, regulatory fines and penalties, credit monitoring expenses (IF APPLICABLE)

K. Drone/UAV Liability Insurance where Agreements involves unmanned aerial vehicles/drones. Coverage to include products and completed operations, property damage, bodily injury with limits no less than \$1M per occurrence, and \$2M aggregate; may be provided by CGL endorsement subject to City's prior written approval (IF APPLICABLE)

L. Longshore & Harbor Workers' Compensation Act/Jones Act for work being conducted near, above, or on "navigable waters" for not less than the above Employer's Liability Insurance limit. (IF APPLICABLE)

M. Garagekeeper/Hangerkeeper/Marina Operator Legal Liability Insurance and/or Hull/P&I Insurance where parking lot, valet, dealership, garage services, towing, etc. and/or operation of a hangar, marina, or air

plane/ship repairer, providing safe berth, air/watercraft storage/docking (on land/ in water), fueling, tours, charters, ferries, dredges, tugs, mooring, towing, boat/aircraft equipment/repair/alteration/maintenance, etc.; coverage against liability for damage to vehicles air/watercraft, their machinery in Firm's care, custody, or control both private & commercial. Limits at least equal to greater of \$1M, value of max number of vehicles that may be in Firm's custody, or of most costly object in Firm's custody. (IF APPLICABLE)

N. Property Insurance and Interruption of Business (IOB) Insurance where premises, building, structure, or improved real property is leased, licensed, or otherwise occupied by Firm. Property Insurance against all risks of loss to any occupant/tenant improvements at full replacement cost with no coinsurance penalty, including fire, water, leak damage, and flood, as applicable, vandalism and malicious mischief endorsements IOB by which minimum monthly rent will be paid to City for up to 1 year if premises are destroyed rendered inaccessible or untenable, including disruption of utilities, water, or telecommunications (IF APPLICABLE)

O. Liquor Liability/Host Liquor Liability where Firm directly or indirectly provides alcoholic beverages, limits of at least \$1M per occurrence and \$1M aggregate. (IF APPLICABLE)

P. Educators Legal Liability Insurance where daycare, afterschool program, recreational activities, etc. limits per G above. (IF APPLICABLE)

ADDITIONAL REQUIREMENTS

ACCEPTABILITY OF INSURERS- Insurance is to be placed with insurers admitted in the State of Florida and who have a current A.M. Best rating of no less than A-:VII or, if not rated by A.M. Best, as otherwise approved by the City in advance and in writing.

ADDITIONAL INSURED- City, its elected officials, departments, officers, officials, employees, and volunteers together with, as applicable, any associated lender of the City shall be covered as additional insureds on all liability coverage (e.g. CGL, AL, and Excess (Umbrella) Liability) as to liability arising out of work or operations performed by or on behalf of Firm including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Firm. Coverage can be provided in the form of an endorsement to Firm's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 10 20, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 if later revisions used).

CANCELLATION/NON-RENEWAL - Each insurance policy shall provide that at least 30 days written notice must be given to City of any cancellation, intent to non-renew or material reduction in coverage (except aggregate liability limits) and at least 10 days' notice for non-payment of premium. Firm shall also have an independent duty to notify City in like manner, within 5 business days of Firm's receipt from its insurer of any notices of same. If any policy's aggregate limit is reduced, Firm shall directly take steps to have it reinstated. Notice and proof of renewal/continued coverage/certifications, etc. shall be sent to the City's notice (or Award contact) address as stated in the Agreement with a copy to the following:

- Contract Administration Department, 306 E Jackson St. Tampa, FL 33602 Purchasing Department, 306 E Jackson Street, Tampa, FL 33602
 Other: _____

CERTIFICATE OF INSURANCE (COI) - to be provided to City by insurance carrier prior to Firm beginning any work/services or taking occupancy and, if the insurance expires prior to completion of the work or services or Agreement term (as may be extended), a renewal COI at least 30 days before expiration to the above address(es). COIs shall specifically identify the Agreement and its subject (project, lease, etc.), shall be sufficiently comprehensive to insure City (named as additional insured) and Firm and to certify that coverage extends to subcontractors' acts or omissions, and as to permit the City to determine the required coverages are in place without the responsibility of examining individual policies. Certificate Holder must be The City of Tampa, Florida.

CLAIMS MADE - If any liability insurance is issued on a claims made form, Firm agrees to maintain such coverage uninterrupted for at least 3 years following completion and acceptance of the work either through purchase of an extended reporting provision or purchase of successive renewals. The Retroactive Date must be shown and be a date not later than the earlier of the Agreement date or the date performance/occupancy began thereunder.

DEDUCTIBLES/ SELF-INSURED RETENTIONS (SIR) - must be disclosed to City and, if over \$500,000, approved by the City in advance and in writing, including at City's option being guaranteed, reduced, or eliminated (additionally if a SIR provides a financial guarantee guaranteeing payment of losses and related investigations, claim administration, and defense expenses). Firm shall be fully responsible for any deductible or SIR (without limiting the foregoing a policy with a SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the City or named insured). In the event of loss which would have been covered but for a deductible or SIR, City may withhold from any payment due Firm, under any agreement with the City, an amount equal to same to cover such loss should full recovery not be obtained under the policy.

PERFORMANCE- All insurance policies shall be fully performable in Hillsborough County, Florida (the County), and construed in accordance with Florida law. Further, all insurance policies must expressly state that the insurance company will accept service of process in the County and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court of the County.

PRIMARY POLICIES - Firm's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as to the City, its elected officials, departments, officers, employees, and volunteers. Any insurance or self-insurance maintained by the City, its elected officials, departments, officers, employees, and volunteers shall be excess of the Firm's insurance and shall not contribute with it.

SUBCONTRACTORS/INDEPENDENT ASSOCIATES/CONSULTANTS/SUBTENANTS/SUBLICENSEE - Firm shall require and verify that all such entities maintain insurance meeting all requirements stated herein with the City as an additional insured by endorsement (ISO FORM CG 20 38 or broader) or otherwise include such entities within Firm's insurance policies. Upon City's request, Firm shall furnish complete and certified copies of copies of such entities' insurance policies, forms, and endorsements.

SUBCONTRACTOR DEFAULT INSURANCE CONTROLLED INSURANCE PROGRAM WRAP-UP. Use requires express prior written consent of City Risk Manager.

UNAVAILABILITY- To the fullest extent permitted by law, if Firm is out of business or otherwise unavailable at the time a claim is presented to City, Firm hereby assigns to the City all of its right, title and interest (but not any liabilities or obligations) under any applicable policies of insurance.

WAIVER OF SUBROGATION - With regard to any policy of insurance that would pay third party losses, Firm hereby grants City a waiver of any right to subrogation which any insurer of Firm may acquire against the City by virtue of the payment of any loss under such insurance. Firm agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

WAIVER/RELEASE AGREEMENT - Where Firm has a defined group of persons who might be exposed to harm (e.g. participants in an athletic event/program, volunteers) any waiver or release agreement used by Firm whereby such persons (and their parent/guardian as applicable) discharge Firm from claims and liabilities, shall include the City, its elected officials, departments, officers, officials, employees, and volunteers to the same extent as Firm

Exhibit D

Tampa's Equal Business Opportunity Program Procedures for GMP Contracts

- The City of Tampa's Equal Business Opportunity Program (EBO) requires setting a construction subcontract goal on each GMP under the CM /or D-Build delivery system.
- Prior to the time construction subcontract goals are set, the Construction Manager (CM) or the Design-Builder (D-B) provides information on subcontract packages planned for the construction phase(s) and their sequencing.
(Ref: use Detailed GMP Estimate and MBD Form-80 PTW)
- The CM (or D-B) participates in a meeting wherein the City will establish narrowly-tailored project goals for SLBE and/or W/MBE subcontractor participation on the project.
(Ref: use MBD Form-70)
- For each subcontracting package to be bid, the CM (or D-B) confirms with the MBD Office, the City's minimum contact list of available SLBE and/or W/MBE firms to be solicited. Note: strategic, extensive outreach is the CM/DB's responsibility (i.e. GFCEP)
(Ref: use Minimum Contact List provided w/final Project EBO Determination Goal)
- The CM (or D-B) documents the notification of **all** potential subcontractors, including the SLBE or W/MBE firms identified above, i.e. minimum contact list of certified firms.
(Ref: use DMI 10-20 for construction phase Solicitation/Utilization outcomes)
- The CM (or D-B) receives, opens, and tabulates subcontract bid results. The City, including representatives of the managing department and the MBD Office, may be present for the bid openings or to review the bids submitted.
(Ref: use MBD Form-50 GFCEP outreach w/documentation)
- The CM (or D-B) provides to the City, a tabulation of all bids received and its determination of the lowest responsive/responsible bidder. If bids received exceed contracted Guaranteed Maximum Price, CM (or D-B) advises City as to how they will proceed. If re-bidding is selected, notification at least equal to the original solicitation will occur. **(Ref: Reaffirm EBO Outreach)**
- As all subcontracts are executed, final copies are provided to the City. Where participation is achieved via sub-subcontractors and/or suppliers, the CM (or D-B) provides the City and MBD with copy of executed agreement or purchase order as documentation. **(Ref: use MBD Form-40 LOIs execute "Letters-of-Intent")**
- During construction, monitoring activities may including but may not be limited to, subcontractor payment reports to be submitted with pay requests, prior approval by the MBD Office and the managing departments, of any replacement of SLBE or W/MBE subcontractors, and a report of final amounts paid to all subcontractors.
(Ref: use #1-DMI 30 Form w/Pay Applications; #2-Prime & Subs must log into Diversity Mgt. Compliance System to report payment activity)



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Page 1 of 4 – DMI Solicited/Utilized Schedules
City of Tampa – Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers)
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Contract No.: 21-C-00046 Contract Name: North B St to Himes Ave CIAC Phase 5 – Progressive Design-Build
 Company Name: Garney Companies, Inc. Address: 370 E Crown Point Road, Winter Garden, FL 34787
 Federal ID: 44-0658613 Phone: 407.832.2291 Fax: 407.287.8780 Email: dsmolik@garney.com

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

No Firms were contacted or solicited for this contract.

No Firms were contacted because: _____


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

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Federal ID					
S	5M CIVIL LLC 12506 Bronco Drive, TAMPA, FL 33626 P: 813-728-3050 E: sylvia.merly@5mcivil.com	HM	925	E	N
S	A&B Engineering Consultants PA 14164 Stilton St, Tampa, FL 33626 P: 727-698-9513 F: 844-426-6354 E: luis@anbcompanies.com	HM	925	E	N
S / W	Absolute Engineering, Inc. 1000 N. Ashley Drive, Suite 925, Tampa, FL 33602 P: 813-221-1516 F: 813-344-0100 E: heatherw@absoluteng.com	CF	925	E	N
S	ADEAS-Q, LLC 446 North Second Street, Suite 100, St. Petersburg, FL 33701 P: 813-495-7382 E: jcollins@adeas-q.com	CM	925	E	N
S / W 59-2802602	Aerial Innovations, Inc. 3703 W. Azelee Street, Tampa, FL 33609 P: 813-254-7339 F: 813-254-7239 E: admin@aerialinnovations.com	CF	912	E	N
S	African American Urban Decay Fund 2111 W Saint Sophia Street, Tampa, FL 33607 P: 813-410- 4959 E: info@aaudf.com	BF	914	E	N

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

Signed:  Name/Title: Daniel R. Smolik, Director of Operations Date: September 9, 2021

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S / W	AlfKa, LLC 100 South Ashley Drive, Suite 600, Tampa, FL 33602 P: 813-638-6650 F: 813-638-6650 E: alfredo@alfka.com	HM	925	E	Y
S	Analytic Engineering, Inc. 15627 N HIMES AVENUE, TAMPA, FL 33618 P: 813-841-6548 F: 813-902-6584 E: astewart@analytic-engineering.com	BM	925	E	N
S / W	Anderson Lesniak Limited Inc 4921 S WESTSHORE BLVD, TAMPA, FL 33611 P: 813-831-9595 F: 813-831-5485 E: anderson.lesniak@tampabay.rr.com	CF	906	E	N
S	AngleRight Surveying, LLC 12506 Twin Branch Acres Rd., Tampa, FL 33626 P: 239-898-7001 F: 813-920-4649 E: dmartin@angleright.net	CM	925	E	N
S	Anston-Greenlees, Inc. 1315 W Fletcher Ave., Tampa, FL 33612 P: 813-963-1919 F: 813-963-2815 E: anston@agi-engineers.com	CM	925	E	N
S	Apollo Environmental, Inc. 11553 US Highway 41 South, Gibsonton, FL 33534 P: 813-671-3999 F: 813-677-3422 E: frankr@apolloenv.com	CM	925	E	N
S	Applied Sciences Consulting, Inc. 1000 N. Ashley Drive, Suite 500, Tampa, FL 33602 P: 813-228-0900 F: 813-454-2454 E: daraj@appliedfl.com	CM	925	E	N

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Federal ID					
W	AREHNA Engineering, Inc. 5012 W Lemon Street, Tampa, FL 33609 P: 813.944.3464 F: 813.944.4959 E: jmcroy@arehna.com	CF	925	E	Y
26-3947444					
S	Ariel Business Group, Inc. (The) 3706 W. McKay Avenue, Suite B, TAMPA, FL 33609 P: 813-207-0003 F: 813-286-7037 E: contactus@arielbusinessgroup.com	BM	912	E	Y
S / W	Arielle Management Group, LLC 1764 Tallulah Ter, Wesley Chapel, FL 33543 P: 813-437-2000 F: 813-437-2458 E: ariellegroup@gmail.com	BF	912	E	N
S	Austin Construction Group, Inc. 1302 N 23rd Street, Tampa, FL 33605 P: 813-917-9267 F: 813-862-1901 E: kcoats@acgtampa.com	CM	925	E	N
W / S	Award Engineering, Inc. 7804 N. Florida Ave., Tampa, FL 33604 P: 813-238-4393 F: 813-237-3909 E: awardengineering@yahoo.com	AF	925	E	N
S	Bayer United Engineering Consultants 10137 Kingsbridge Ave., Tampa, FL 33626 P: 813-460-2199 E: mbayer@bayerunited.com	CM	925	E	N
S / W	Beato Group, Inc. 4532 West Kennedy Blvd., Suite 465, Tampa, FL 33609 P: 813-252-0196 E: info@beatogroup.com	HM	925	E	N

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Federal ID					
S	Belt Engineering, LLC 1503 West Busch Blvd., Tampa, FL 33612 P: 813-961-3075 F: 813-961-1031 E: jbelt@beltengineering.com	CM	925	E	N
S	Beryl Project Engineering 2810 N 10th St, Tampa, FL 33605 P: 813-616-3301 E: nfo@berylprojectengineering.com	CM	925	E	N
S	Biller Reinhart Engineering Group, Inc. 3434 Colwell Avenue, Suite 100, Tampa, FL 33614 P: 813-908-7203 F: 813-931-5200 E: rreinhart@billerreinhart.com	CM	925	E	N
S / W	Broadway Engineering PA 1335 W. Cass St., Tampa, FL 33606 P: 813-251-9244 F: 813-251-9330 E: ebroadway@broadway-eng.com	CF <i>Non</i>	925	E	N
S	BUN Construction Co., Inc. 4135 E. Hillsborough Avenue, Tampa, FL 33610 P: 813-931-8270 F: 813-931-9185 E: bunconstruction@tampabay.rr.com	BM	912	E	N
S	CALTRAN Engineering Group, Inc. 790 NW 107th Ave, Suite 200, Miami, FL 33172 P: 786-456-7700 F: 786-513-0711 E: ccalderon@caltranguard.com	HM	925	E	N
W / S	Campo Engineering, Inc. 1725 E 5th Avenue, Tampa, FL 33605 P: 813-215-7372 F: 813-902-8782 E: lauren@campoengineering.com	CF	925	E	N

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Federal ID					
S	CES Consultants, Inc. 14361 COMMERCE WAY SUITE 103, MIAMI LAKES, FL 33016 P: 305-827-2220 F: 305-827-1121 E: cesinfo@cesconsult.com	HM	925	E	N
S / W	ChappellRoberts, Inc. 1600 E. 8th Ave. Suite A-133, Tampa, FL 33605 P: 813-281-0088 F: 813-281-0271 E: kberry@chappellroberts.com	CF	912	E	N
W	Clementi Environmental Consulting 620 East Twiggs Street, Suite 206, Tampa, FL 33602 P: 813-227-8901 F: 813-227-8790 E: rosanne@clementi-ec.com	CF	925	E	N
S / W	Conversa LLC 730 S Sterling Ave, Suite 106, Tampa, FL 33609 P: 813-579-2157 E: arlene@conversaco.com	HF <i>Non</i>	912	E	N
S	CPM North America PLLC 4830 West Kennedy Blvd., Suite 600, Tampa, FL 33609 P: 813-509-2300 E: fjarteaga@cpmintl.com	HM	925	E	N
S / W	Dark Moss LLC 308 E 7th Ave, Tampa, Florida 33602 P: 813-532-3440 E: info@darkmoss.com	AM	906	E	Y
S	David Conner & Associates, INC. 100 East Madison St, # 200, Tampa, FL 33602 P: 813-258-1997 E: conner@dconnerassociates.com	CM	906	E	N

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Federal ID					
S / W	EARTH RESOURCES INC 3411 Dorchester Street, Tampa, FL 33611 P: 813-333-2971 F: 813-333-2984 E: nscott@earthresources.us	CF	925	E	N
S / W	Earthshine Environmental, Inc. 19046 Bruce B. Downs Blvd., #237, Tampa, FL 33647 P: 813-545-7067 F: 813-441-6911 E: tstankunas@earthshineinc.com	CF	925	E	N
S	ECHO UES, INC. 16514 NORTH DALE MABRY HIGHWAY, TAMPA, FL 33618 P: 888-778-3246 F: 888-778-3246 E: info@echoues.com	HM	925	E	Y
S / W	Ekistics Design Studio, Inc. 120 W. Linebaugh ave, Tampa, FL 33612 P: 813-931-8040 E: at@ekisticsdesignstudio.com	CF	906	E	N
S / W	Element Engineering Group LLC 1713 E. 9th Avenue, TAMPA, FL 33605 P: 813-386-2101 F: 813-386-2106 E: dgil@elementeg.com	HM	925	E	Y
S	Engineering Design Technologies Corp. 8483 West Linebaugh Avenue, Suite 202, Tampa, FL 33625 P: 813-289-8080 E: bhall@edt1.com	CM	925	E	N
S	Environmental Engineering Consultants, Inc. 5119 North Florida Avenue, Tampa, FL 33603 P: 813-237-3781 F: 813-238-0036 E: awallace@eec-tampabay.com	CF	925	E	N

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S	ESRP CORPORATION 1101 N Ward Street - Suite 150, TAMPA, FL 33607 P: 813-381-5017 F: 813-381-5018 E: a.anaya@esrpcorp.com	HM	925	E	N
S / W	Faller, Davis & Associates, Inc. 4200 W. Cypress St., Suite 500, Tampa, FL 33607 P: 813-261-5136 F: 813-261-5142 E: nfbrown@fallerdavis.com	CF	925	E	N
S	Florida Transportation Engineering, Inc. 11458 N. 53rd Street, Tampa, FL 33617 P: 813-989-0729 F: 813-989-0731 E: ravi@fteinc.net	AM	925	E	N
S / W	Frederick Communications & Consulting LLC 3853 Northdale Blvd #112, Tampa, FL 33624 P: 813-758-9149 F: 813-281-2006 E: frederick.communications@gmail.com	HF Non	912	E	N
S / W	German Gonzalez, LLC 2609 E 7th Ave, Tampa, FL 33605 P: 813-785-1166 F: 813-241-1408 E: g.gon@3gonzalezengineering.com	HM	925	E	N
S / W	Grissom Smith, LLC 12406 Pony Court, Tampa, FL 33626 P: 813-230-3632 E: rissomjl@grissomsmith.com	CF	925	E	N
S	Hahn Engineering Inc. 3060 S Dale Mabry Hwy, Tampa, FL 33629 P: 813-831-8599 F: 813-835-7046 E: http://www.hahneng.com	CM	925	E	N

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Federal ID					
S	Hall Engineering Group 14499 N. Dale Mabry Hwy, Suite 179, Tampa, FL 33618 P: 813-374-2121 F: 813-374-2122 E: donna.hall@hallenggroup.com	CM	925	E	Y
S	Hibbard Engineering, Inc. 505 S. 56th St., Tampa, FL 33619 P: 813-482-7052 E: http://www.hibbardengineering.com	CM	925	E	N
S / MBE	High Point Engineering, Inc. 5300 W Cypress St STE 282, Tampa, FL 33607 P: 813-644-8333 F: 813-644-7000 E: bgrajales@hpe-fl.com	HM	912	E	Y
S	ICON Consultant Group Inc 10006 N DALE MABRY HIGHWAY, #201, TAMPA, FL 33618 P: 813-962-8689 E: mills@iconconsultantgroup.com	AM <i>Non</i>	925	E	N
S	Iravani Professional Association 18119 Portside Street, Tampa, FL 33647 P: 813-376-0974 E: ravanipa@gmail.com	CM	925	E	N
S	JMG Engineering, Inc. 3825 Henderson Blvd., Suite 604, Tampa, FL 33629 P: 813-605-0706 F: 813-605-0707 E: www.jmg-eng.com	CM	925	E	N
S / W	Juturna Consulting 15711 Mapledale Boulevard, Suite B, Tampa, FL 33624 P: 813-968-6659 E: dmin@juturnaconsulting.com	CF	925	E	N

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

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
Federal ID					
S / W	Kaizen Network Leaders, LLC 3202 N. Florida Ave, Tampa, FL 33603 P: 813-229-2879 F: 813-229-0002 E: atyson@knlenvironmental.com	HM	925	E	Y
S / W	KEC Construction Consulting, LLC 1209 E Cumberland Ave, Unit 601, Tampa, FL 33602 P: 513-374-8987 E: kimberlee.curtis30@gmail.com	CF	912	E	N
S	Kempton Rinard, Inc. 3242 Henderson Blvd., Suite 200, Tampa, FL 33609 P: 813-258-0066 E: tkempton@krflorida.com	CM	906	E	N
MBE	Kisinger Campo & Assoc., Corp./KCCS, Inc 201 N Franklin St., Suite 400, Tampa, FL 33602 P: 813-871-5331 F: 813-871-5135 E: operations@kisingercampo.com	HM <i>Non</i>	925	E	N
S	KJS CONSULTING, LLC 5156 Lakecastle Drive, Tampa, FL 33624 P: 813-990-7379 E: ay@kjsconsult.com	BF	912	E	N
W	KPI Engineering, Inc. 3203 Queen Palm Dr., Tampa, FL 33619 P: 813-241-6488 F: 813-241-6498 E: diane.trout@kenyonandpartners.com	CM	925	E	N
O	KVJINC 5013 E. Cluster Ave., Tampa, FL 33617 P: 813-335-9887 E: imberly@kvjincpr.com	BF	912	E	Y

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: Name/Title: Daniel R. Smolik, Director of Operations Date: September 9, 2021

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



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

Contract No.: 21-C-00046 Contract Name: North B St to Himes Ave CIAC Phase 5 – Progressive Design-Build
 Company Name: Garney Companies, Inc. Address: 370 E Crown Point Road, Winter Garden, FL 34787
 Federal ID: 44-0658613 Phone: 407.832.2291 Fax: 407.287.8780 Email: dsmolik@garney.com

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

No Firms were contacted or solicited for this contract.

No Firms were contacted because: _____

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

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

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

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
W	L.A. Design, P.A. 10948 N 56 ST SUITE 200, TAMPA, FL 33617 P: 813-985-1142 F: 813-985-1073 E: rachel.rodgers@ladesignfl.com	CF	906	E	N
W	Lago Consulting & Services 4237 Henderson Blvd, Suite 201, Tampa, FL 33629 P: 813-774-5559 F: 813-774-5559 E: maria@lago-consulting.com	HF	925	E	N
S	Land Assessment Services, Inc. 6408 W. Linebaugh Ave. #111, Tampa, FL 33625 P: 813-335-5811 F: 813-908-3588 E: las@landassessmentservices.com	CM	925	E	N
S / MBE	LenMar Project Solutions LLC P.O Box 891302, Tampa, FL 33689 P: 813-817-4110 E: contactus@lenmarprojectsolutions.com	BM Non	912	E	N
O	Lyle Engineering Group, Inc. 8308 N Saulray Street, Tampa, FL 33604 P: 813-935-5009 F: 813-935-1021 E: sstyle@lyleengineeringgroup.com	CM	925	E	N
O	Marlin Engineering, Inc. 1700 NW 66th Avenue, Suite 106, Plantation, FL 33313 P: 954-870-5070 F: 305-259-7856 E: mdugliss@marlinengineering.com	HM	925	E	N
S / MBE	Master Consulting Engineers, Inc. 5523 W. Cypress St., Suite 200, Tampa, FL 33607 P: 813-287-3600 F: 813-287-3622 E: admin@mcengineers.com	HF	925	E	N

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

Signed: Name/Title: Daniel R. Smolik, Director of Operations Date: September 9, 2021

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

Contract No.: 21-C-00046 Contract Name: North B St to Himes Ave CIAC Phase 5 – Progressive Design-Build
Company Name: Garney Companies, Inc. Address: 370 E Crown Point Road, Winter Garden, FL 34787
Federal ID: 44-0658613 Phone: 407.832.2291 Fax: 407.287.8780 Email: dsmolik@garney.com

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

No Firms were contacted or solicited for this contract.

No Firms were contacted because: _____

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

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

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

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
Federal ID					
S	McKiernan Consulting Services LLC 3912 W. Oklahoma Ave., Tampa, FL 33616 P: 813-966-1265 E: ece@mckiernanconsulting.us	CF	925	E	N
W	Metzger + Willard, Inc. 8600 Hidden River Parkway, Suite 550, Tampa, FL 33637 P: 813-977-6005 F: 813-977-0593 E: nmetzger@metzgerwillard.com	CF	925	E	Y
O	Mijan Construction, LLC 6408 N Armenia Ave, Suite 2011, Tampa, FL 33604 P: 419-297-0852 F: 813-501-4740 E: cjackson@mijanconstruction.com	BM	912	E	N
O	Mills & Associates, Inc. 3242 Henderson Blvd. #300, Tampa, FL 33609 P: 813-876-5869 F: 813-870-0317 E: larry.m@millsandassoc.com	CM	925	E	N
S	MSR Consulting Group LLC 8835 Key West Cir, Tampa, FL 33626 P: 813-703-5250 E: sri@msrcg.com	AM	925	E	N
S	NC3 Planners 6809 Webb Road, Tampa, FL 36615 P: 813-240-7163 E: william.newkirk@newcomc3.com	BM	912	E	N
O	Northwest Surveying, Inc. 8409 SUNSTATE STREET, TAMPA, FL 33634 P: 813-889-9236 F: 813-886-3315 E: jsilva@nsitampa.com	HM	925	E	N

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

Signed: Name/Title: Daniel R. Smolik, Director of Operations Date: September 9, 2021

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

Contract No.: 21-C-00046 Contract Name: North B St to Himes Ave CIAC Phase 5 – Progressive Design-Build
 Company Name: Garney Companies, Inc. Address: 370 E Crown Point Road, Winter Garden, FL 34787
 Federal ID: 44-0658613 Phone: 407.832.2291 Fax: 407.287.8780 Email: dsmolik@garney.com

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

No Firms were contacted or solicited for this contract.

No Firms were contacted because: _____

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

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

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S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
S	OHC Environmental Engineering, Inc. 101 S Hoover Blvd. Suite 101, Tampa, FL 33609 P: 813-626-8156 F: 813-435-2389 E: jrizek@ohcnet.com	BM	925	E	N
MBE	Onicx LLC 5600 Mariner St Suite 140, Tampa, FL 33609 P: 813-961-2455 F: 813-964-0666 E: shandahughes@onicx.com	AM	925	E	N
W	Oona Johnsen Landscape Architecture 4514 W Melrose Avenue, Tampa, FL 33629 P: 831-915-6838 E: http://www.ojlandscapearchitecture.com/	CF	906	E	N
O	Otero Engineering, Inc. 13902 N. Dale Mabry Hwy., Suite 230, Tampa, FL 33618 P: 813-936-3585 F: 813-936-3585 E: coteroto@oteroengineering.com	HM	925	E	N
O	Phoenix Engineering Group, Inc. 10012 N. Dale Mabry Highway, Ste. 102, Tampa, FL 33618 P: 813-963-0888 F: 866-335-0109 E: rjackson@phoenixeng.us	CM	925	E	N
W	Price's Writing & Editing Services 3225 S. MacDill Ave, Suite #129-344, Tampa, FL 33629 P: 813-250-1298 F: 813-250-1298 E: info@priceswriting.com	CF	912	E	N
W	PROGRESSIVE ENGINEERING & CONSTRUCTION, INC. 12402 North 56th Street, TAMPA, FL 33617 P: 813-930-0669 F: 813-930-9809 E: jdoyle@progressiveec.com	CF	925	E	N

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

Signed: Name/Title: Daniel R. Smolik, Director of Operations Date: September 9, 2021

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**Page 1 of 4 – DMI Solicited/Utilized Schedules
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Company Name: Garney Companies, Inc. Address: 370 E Crown Point Road, Winter Garden, FL 34787
Federal ID: 44-0658613 Phone: 407.832.2291 Fax: 407.287.8780 Email: dsmolik@garney.com

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

No Firms were contacted or solicited for this contract.

No Firms were contacted because: _____

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

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

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S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
MBE	RHC and Associates Inc 2338 W. Palmetto St, Tampa, FL 33677 P: 813-254-0907 F: 813-254-0744 E: jrobin19@tampabay.rr.com	BM	925	E	N
O	Rolley Engineering, Inc. 7759 West Waters Ave., Tampa, FL 33615 P: 813-889-0835 F: 813-884-8051 E: rrolley@rolleyengrg.com	CM	925	E	N
S / W	Rosie Paulsen Enterprises 401 Ashley St, #173101, Tampa, FL 33672 P: 813-909-6965 F: 877-896-9466 E: www.rosiepaulsen.com	HF	912	E	N
W	Sally Dee, LLC 3105 W Granada St, Tampa, FL 33629 P: 813-789-7122 E: dee@playbookpublicrelations.com	CF <i>Non</i>	912	E	N
S	Structures Group, Inc. (The) 1714 N Armenia Ave., Suite B, Tampa, FL 33607 P: 813-877-3421 E: lorenz@structures-group.com	CM	925	E	N
W	SUPERIOR OFFICE MANAGEMENT INC 5305 S MACDILL AVE SUITE D, TAMPA, FL 33611 P: 813-835-9032 F: 813-448-1233 E: superiorofficemgmt@gmail.com	CF	912	E	N
S	TDT Engineering, Inc. 777 S Harbour Island Blvd, Suite 350, Tampa, FL 33602 P: 813-227-9190 E: tthomas@tdt-eng.com	CM	925	E	N

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

Signed: Name/Title: Daniel R. Smolik, Director of Operations Date: September 9, 2021

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**Page 1 of 4 – DMI Solicited/Utilized Schedules
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 Company Name: Garney Companies, Inc. Address: 370 E Crown Point Road, Winter Garden, FL 34787
 Federal ID: 44-0658613 Phone: 407.832.2291 Fax: 407.287.8780 Email: dsmolik@garney.com

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

No Firms were contacted or solicited for this contract.

No Firms were contacted because: _____

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

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Federal ID					
W	Test Lab Inc 4112 W OSBORNE AVE, TAMPA, FL 33614 P: 813-872-7821 F: 813-872-1876 E: ccornwell@testlabinc.net	CF	925	E	Y
O	The Josephs Group, Inc. 9765 Fox Hollow Rd., Tampa, FL 33647 P: 813-773-6847 F: 813-973-2818 E: sean@thejosephsgroup.com	BM	912	E	N
S / W	THE SHINE FIRM, LLC 406 N Hubert Avenue, 203, Tampa, FL 33609 P: 813-551-1730 E: www.theshinefirm.com	BF	912	E	N
MBE	Tierra, Inc 7351 Temple Terrace Highway, Tampa, FL 33637 P: 813-989-1354 F: 813-989-1355 E: lmahiquez@tierraeng.com	HM	925	E	N
S	TRAFFIC CONTROL PRODUCTS OF FLORIDA INC 5514 CARMACK RD, TAMPA, FL 33610 P: 813-621-8484 F: 813-621-4611 E: kw@trafficcontrolproducts.org	CF	912-77	E	N
S	Tricon International, Inc. 777 S Harbour Island Blvd., Suite 350, Tampa, FL 33602 P: 813-227-9190 E: thomas@tricon-eng.com	CM	925	E	N
O	TTCS INC 4710 N Grady Ave, Tampa, FL 33614 P: 813-871-2000 F: 813-441-6291 E: jzamora@ttcsengineering.com	HM	925	E	N

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

Signed: Name/Title: Daniel R. Smolik, Director of Operations Date: September 9, 2021

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 Company Name: Garney Companies, Inc. Address: 370 E Crown Point Road, Winter Garden, FL 34787
 Federal ID: 44-0658613 Phone: 407.832.2291 Fax: 407.287.8780 Email: dsmolik@garney.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: _____

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S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
Federal ID					
S	Uppercase, Inc. 5108 N Nebraska Ave, Tampa, FL 33603 P: 813-226-3096 E: matt@uppercaseincorporated.com	CM	912	E	N
W	Valerin Group, Inc. (The) 3903 Northdale Boulevard, Suite 100E, Tampa, FL 33624 P: 813-751-0478 F: 813-925-4205 E: valeriec@valerin-group.com	CF	912	E	Y
W	Van Doornik Engineering & Consulting, LLC 7234 Lithia Pinecrest Rd, Lithia, FL 33547 P: 443-994-2597 F: 813-643-2432 E: brigidavd@yahoo.com	HF	925	E	N
O	W.E. Oliver, P.E., LLC P.O. Box 10361, Tampa, FL 33629 P: 813-748-9188 E: ill@weo-pe.com	CM	925	E	N
S	Waller Consulting Engineering LLC 2309 West Watrous Avenue, Tampa, FL 33629 P: 813-220-4413 E: http://www.wallerconsultingengineering.com	CM	925	E	N
S	WEY Engineering, PLLC 238 E. Davis Blvd, #212, Tampa, FL 33606 P: 813-924-6910 E: mwey@weyeng.com	HM	925	E	N
S	Wide Open Office LLC 2010 E. Palm Avenue, Unit #15309, Tampa, FL 33605 P: 727-709-7202 E: josh@wideopenoffice.com	CM	906	E	N

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

Signed: Name/Title: Daniel R. Smolik, Director of Operations Date: September 9, 2021

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Page 1 of 4 – DMI Solicited/Utilized Schedules
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 Company Name: Garney Companies, Inc. Address: 370 E Crown Point Road, Winter Garden, FL 34787
 Federal ID: 44-0658613 Phone: 407.832.2291 Fax: 407.287.8780 Email: dsmolik@garney.com

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

No Firms were contacted or solicited for this contract.

No Firms were contacted because: _____

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

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

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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
S	Works of Nature, LLC 1016 E.33rd Ave., Tampa, FL 33603 P: 813-531-2324 E: trj@workofnature.info	BM	906	E	N

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

Signed: Name/Title: Daniel R. Smolik, Director of Operations Date: September 9, 2021

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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.: 21-C-00046 Contract Name: North B St to Himes Ave CIAC Phase 5 – Progressive Design-Build
Company Name: Garney Companies, Inc. Address: 370 E Crown Point Road, Winter Garden, FL 34787
Federal ID: 44-0658613 Phone: 407.832.2291 Fax: 407.287.8780 Email: dsmolik@garney.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	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 %
Federal ID S / W	Metzger + Willard, Inc., 8600 Hidden River Parkway, Suite 550, Tampa, FL33637, P: 813-977-6005, F: 813-977-0593, E: nmetzger@metzgerwillard.com	CF	925	TBD	84.25%
59-1907168					
S / W	(Second Tier Sub) Element Engineering Group, LLO 1713 E. 9 th Avenue, Tampa, FL 33605, P: 813-386-2101, F; 813-386-2106, E: dgil@elementeg.com	HM	925	TBD	6.00%
26-3947444					
S / W	(Second Tier Sub) EARTH RESOURCES INC 3411 Dorchester Street, Tampa, FL 33611 P: 813-333- 2971 F: 813-333-2984 E: nscott@earthresources.us	CF	925	TBD	0.75%
20-3422039					
S / W	Dark Moss LLC, 308 E 7th Ave, Tampa, Florida 33602, P: 813-532-3440 E: info@darkmoss.com	AM	906	TBD	2.00%
83-1239282					
S / W	Dialogue Public Relations, LLC, 1850 Castle Woods Dr., Clearwater, FL 33759, P: 727-580-9013, F: 000-000-0000, E: mrobinson@dialogue-pr.com	CF	912	TBD	3.50%
20-4556628					
S / W	(Kaizen Network Leaders) KNL Environmental Testing, LLC, 3202 N. Florida Ave, Tampa, FL 33603, P: 813-229- 2879, F: 813-229-0002 E: atyson@knlenvironmental.com	HM	925	TBD	0.45%
46-3443489					
W	Test Lab Inc, 4112 W OSBORNE AVE, TAMPA, FL 33614, P: 813-872-7821, F: 813-872-1876, E: ccomwell@testlabinc.net	CF	925	TBD	1.00%
59-1427227					

Total ALL Subcontract / Supplier Utilization \$ TBD

Total SLBE Utilization \$ TBD

Total WMBE Utilization \$ TBD

Percent SLBE Utilization of Total Bid/Proposal Amt. _____ % Percent WMBE Utilization of Total Bid/Proposal Amt. 90.00 %

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

Signed: Dan Smolik Name/Title: Daniel R. Smolik, Director of Operations Date: September 9, 2021

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

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**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.: 21-C-00046 Contract Name: North B St to Himes Ave CIAC Phase 5 – Progressive Design-Build
Company Name: Garney Companies, Inc. Address: 370 E Crown Point Road, Winter Garden, FL 34787
Federal ID: 44-0658613 Phone: 407.832.2291 Fax: 407.287.8780 Email: dsmolik@garney.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	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 %
S / W 27-2468473	Kerrick Williams Photography, LLC 811 Hickory Glen Drive, Seffner, FL 33584 P: 813-571-3768 F: 866-571-7149 E: kerrick@kerrickwilliams.com	BM	912	TBD	0.80%

Total ALL Subcontract / Supplier Utilization \$ TBD
Total SLBE Utilization \$ TBD
Total WMBE Utilization \$ TBD
Percent SLBE Utilization of Total Bid/Proposal Amt. _____ % Percent WMBE Utilization of Total Bid/Proposal Amt. 90.00 %

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

Signed: Dan Smolik Name/Title: Daniel R. Smolik, Director of Operations Date: September 9, 2021

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