

Agmt

RESOLUTION NO. 2015-281

**A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES IN THE AMOUNT OF \$258,395 BETWEEN THE CITY OF TAMPA AND HOLMES HEPNER & ASSOCIATES ARCHITECTS, INC. IN CONNECTION WITH CONTRACT NO. 15-D-00006; CUSCADEN POOL RENOVATIONS; 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, the City of Tampa (CITY) selected Holmes Hepner & Associates Architects, Inc. as CONSULTANT to provide Professional Architectural/Engineering services in connection with Contract 15-D-00006; Cuscaden Pool Renovations, (PROJECT) as detailed in the Agreement for Consultant Services (AGREEMENT); and

**WHEREAS**, the CITY desires to enter into an agreement with the CONSULTANT to provide certain Professional Architectural/Engineering consulting 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, THAT:**

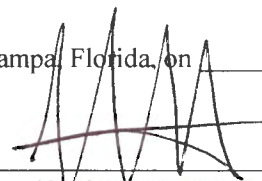
**Section 1.** The Agreement for Consultant Services between the City of Tampa and Holmes Hepner & Associates Architects, Inc. in connection with Contract 15-D-00006; Cuscaden Pool Renovations as detailed in said AGREEMENT, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in substantially similar form.

**Section 2.** 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.

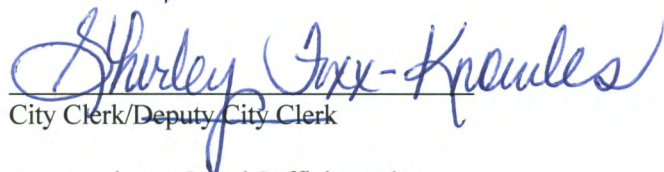
**Section 3.** Funding for this Agreement for Professional Architectural/Engineering services is provided in the amount of \$258,395 for the Cuscaden Pool Renovations project for the Parks and Recreation Department within the Community Investment Tax Capital Projects Fund.

**Section 4.** The 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 APR 02 2015.

  
\_\_\_\_\_  
Chairman/Chairman Pro-Tem, City Council

ATTEST:

  
\_\_\_\_\_  
City Clerk/Deputy City Clerk

Approved as to Legal Sufficiency by  
Justin R. Vaske, Assistant City Attorney

B2015-46

## **AGREEMENT FOR CONSULTANT SERVICES**

**THIS AGREEMENT**, made and entered into at Tampa, Florida, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the CITY OF TAMPA, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", the address of which is 315 East Kennedy Boulevard, Tampa, Florida 33602, and Holmes Hepner & Associates Architects, Inc., a corporation chartered and existing under the laws of the State of Florida, hereinafter referred to as "CONSULTANT", the address of which is 601 S. Boulevard, Suite 101, Tampa, FL, 33606

### **WITNESSETH:**

**WHEREAS**, the CITY desires to engage the CONSULTANT to perform certain Professional Architectural/Engineering consulting services pertinent to such work which shall be referred to as 15-D-00006; Cuscaden Pool Renovations "PROJECT" in accordance with this Agreement; and

**WHEREAS**, the CONSULTANT desires to provide such Professional Architectural/Engineering 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 CONSULTANT to the CITY will be that of an independent Professional Architectural/ Engineering Consultant for the PROJECT; and the CONSULTANT shall provide the professional and technical services required under this Agreement in accordance with acceptable architectural/consultant practices and ethical standards.

B. 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.

### **III. PERIOD OF SERVICE**

A. The CONSULTANT shall begin work promptly after receipt of a fully executed copy of the Agreement and a Notice to Proceed. The Agreement shall remain in force until the completion of all construction for the Project.

B. The CONSULTANT's services called for under this Agreement shall be completed provided that, if the CONSULTANT's services are delayed for reasons beyond the CONSULTANT'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 CONSULTANT's services under this Agreement shall become and

remain the property of the CITY upon receipt of payment by the CONSULTANT 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 CONSULTANT 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 CONSULTANT, 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 CONSULTANT shall be at the CITY's sole risk, and the CONSULTANT 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 are prepared without prior written consent and adaptation by the CONSULTANT shall be at the CITY's sole risk, and the CONSULTANT shall have no responsibility or liability therefore.

## **V. COMPENSATION**

The CITY shall compensate the CONSULTANT for the services performed with this Agreement an upset limit (by task) of \$258,395 to be billed in accordance with **Exhibit B**.

## **VI. PAYMENT**

Payments shall be made upon presentation of the CONSULTANT'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, representatives of the Comptroller General of the United States or other federal agency may reasonably require. CONSULTANT 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. CONSULTANT 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 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 CONSULTANT 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 for work under this Agreement. The CONSULTANT 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 CONSULTANT 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**

In the event the PROJECT is suspended, cancelled or abandoned, the CONSULTANT 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 CONSULTANT and supported by back-up documentation.

Upon suspension, cancellation or abandonment hereof, CONSULTANT shall immediately cease work hereunder and shall be compensated for its services rendered up to the time of such cancellation or termination on a quantum meruit basis; and the CITY shall have no further financial obligation to CONSULTANT.

In the event the PROJECT is suspended, cancelled or abandoned, the CONSULTANT shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the CONSULTANT'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.

## **X. TERMINATION**

### **A. Termination for Cause.**

In the event that the CONSULTANT 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 CONSULTANT shall otherwise be in default under this Agreement; or the CONSULTANT has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Agreement without the CITY's consent or approval; or the CONSULTANT 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 CONSULTANT assets; or the CONSULTANT disclosed CITY confidential information, procedures or activities; or the CONSULTANT fails to aggressively, adequately, timely and appropriately perform the services required by this Agreement to the satisfaction of the CITY, or other similar cause, the City may terminate this Agreement for cause.

Then the CITY may provide five (5) days written notice that the conduct of the CONSULTANT 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 CONSULTANT 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 CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date; however, CONSULTANT 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 CONSULTANT prior to the Termination Date shall be documented. In the event the project is terminated for cause pursuant to this Article, the CONSULTANT shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the CONSULTANT'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, CONSULTANT shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by CONSULTANT.

### **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 CONSULTANT 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 CONSULTANT 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 CONSULTANT in connection with resolution of the amount due to the Firm. The CITY, at its own discretion, shall be entitled to direct the CONSULTANT to terminate any or all the CONSULTANT's subcontracts or subconsulting agreements. In the event the project is terminated for convenience pursuant to this Article, the CONSULTANT shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the CONSULTANT'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 CONSULTANT, 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 CONSULTANT**

The CONSULTANT 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 CONSULTANT further covenants that in the performance of this Agreement no person having such interest shall be employed.

The CONSULTANT warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT 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 CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

The CONSULTANT 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 CONSULTANT to disclose the above professional conflict of interest may result in termination of this Agreement pursuant to Article X of this Agreement and may require the return of all payments, if any, made to the CONSULTANT from the City. If, in its sole discretion the CITY of Tampa determines that a professional conflict of interest is deemed to exist, the CONSULTANT shall be disqualified from participating in the proposed Project.

#### **XIV. COMPLIANCE WITH LAWS**

A. The CONSULTANT shall comply with the applicable requirements of State laws and all Codes and 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 CONSULTANT 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 under said Agreement.

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

D. Truth-In-Negotiation Certification: The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT shall:

A. Not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, handicap, or national origin. The CONSULTANT 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 CONSULTANT 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 CONSULTANT, 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. The CONSULTANT shall demonstrate good faith effort toward the utilization of City of Certified Women/Minority Business Enterprise (W/MBE) and Small Local Business Enterprise (SLBE) subconsultants or suppliers.

B. The CITY shall make available a list of Certified W/MBEs and SLBEs.

C. The CONSULTANT shall report to the CITY its subcontractors/subconsultants/suppliers solicited or utilized (**Exhibit D**).

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

**XVIII. CITY CODE OF ETHICS**

In connection with this Agreement, the CONSULTANT hereby covenants and agrees that it shall comply with all applicable governmental 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 CONSULTANT 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 CONSULTANT to debarment from any future CITY contracts or agreements.

**XIX. NEGATION OF AGENT OR EMPLOYEE STATUS**

CONSULTANT shall perform this Agreement as an independent consultant and nothing contained herein shall in any way be construed to constitute CONSULTANT or the assistants of CONSULTANT to be representative, agent, subagent, or employee of CITY or any political subdivision of the State of Florida. CONSULTANT certifies CONSULTANT'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 CONSULTANT and assistants of CONSULTANT.

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 CONSULTANT in connection with the Services the CONSULTANT has agreed to perform hereunder or otherwise, or for any debts or claims of any nature accruing to any person or entity against CONSULTANT; 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 CONSULTANT as a result of the provisions of the Services provided by Consultant 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 party bringing a legal action or proceeding against any other part 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 party 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**

The CONSULTANT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

### **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, CONSULTANT expends more than \$500,000.00 in federal funds in an operating year from this and other federal grants, CONSULTANT 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 CONSULTANT'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 Circular No. A-133, as amended and 24 CFR Parts 84 and 85, 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, CONSULTANT 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 CONSULTANT of such non-compliance. Said reimbursement shall not preclude the CITY from taking any other action as provided herein.

If expenditure does not exceed \$500,000.00 during an operating year, CONSULTANT 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.



**XXVIII. DEFAULT**

In accordance with 24 CFR 85.43, 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 the Agreement, failure to comply with the audit requirements as provided herein, or failure to expend Grant Funds in a timely or proper manner.

**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; however, all funding under this Agreement for subsequent years is subject to the availability of funds. The obligations of the CITY hereunder shall not constitute a general indebtedness of the CITY within the meaning of the Florida Constitution.

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 CONSULTANT has hereunto set its hand and Seal in TRIPLICATE, the day and year first written above.

ATTEST:

HOLMES HEPNER & ASSOCIATES ARCHITECTS,  
INC.,

By: \_\_\_\_\_  
Corporate Secretary (SEAL)

By: \_\_\_\_\_  
Peter Hepner, AIA, President

ATTEST:

CITY OF TAMPA

\_\_\_\_\_  
City Clerk/Deputy City Clerk (SEAL)

By: \_\_\_\_\_  
Bob Buckhorn, Mayor

APPROVED AS TO LEGAL SUFFICIENCY

\_\_\_\_\_  
Justin R. Vaske, Assistant City Attorney

The execution of this document was authorized by  
Resolution No. 2015-\_\_\_\_

CUSCADEN POOL RENOVATION DESIGN / Scope of Services Proposal  
March 9, 2015

Re: Proposal for Professional Services

**PROJECT DESCRIPTION**

Renovation of the Cuscaden Pool and associated structure. The facility is a historically significant building constructed in 1937. It is located in the eastern portion of the City of Tampa at 2900 N. 15<sup>th</sup> Street.

**GENERAL**

Holmes Hepner & Associates Architects Inc. will provide professional services required for the design, permitting and construction for the above referenced project. Basic services will include architectural, structural engineering, civil engineering and MEP engineering. Additional services will include aquatic engineering, civil engineering, landscape architecture, architectural preservation and waterproofing consulting services.

The proposed team for the above referenced services is as follows:

***Basic Services***

**Architecture**

Holmes Hepner & Associates Architects, Inc.  
601 S. Boulevard, Suite 101  
Tampa, Florida 33606

**Structural Engineering**

DeCaro Willson Structural Engineers  
1725 E. 5<sup>th</sup> Avenue  
Tampa, Florida 33605

**Mechanical, Electrical and Plumbing Engineering**

Global Sanchez, Inc.  
3825 Henderson Boulevard, Suite 103  
Tampa, Florida 33629

***Consultant's Additional to Basic Services***

**Aquatic Engineering**

Aquatic Design Engineering  
189 South Orange Avenue, Suite 1220  
Orlando, Florida 32801

**Civil Engineering**

5M Civil, LLC  
12315 Wycliff Place  
Tampa, Florida 33629

**Landscape Architecture**

Anderson Lesniak Limited, Inc.  
4921 Westshore Boulevard  
Tampa, Florida 33611

**Architectural Preservation Consultant**

Martha Sherman, AIA, LEED AP  
407 Island Road  
Temple Terrace, Florida 33617

**Waterproofing Consultant**

Construction Moisture Consulting, Inc.  
4508 Oak Fair Boulevard, Suite 200  
Tampa, Florida 33610

**PROJECT SCOPE**

Replace Pool Filtration, Chemical Equipment and related piping to include new connection to existing sanitary sewer.

Interactive Water Feature: refinish water feature and floor, replace water feature filtration, chemical equipment and related piping to include new connection to existing sanitary sewer.

Pool Related Work: replace pool shell aggregate finish, as well as tile at various locations, replace expansion joints, replace vacuum system, upgrade pool signage.

Repair or replace pool heaters and related equipment.

Chemical Control Room: provide Chemical Control Room separate from the main Pool Equipment Room.

Exterior Pool Lighting: upgrade to be compliant with current building and life safety codes.

Pool Deck, Pool Coping and Deck Drains: replace pool coping, replace deck drains and additional outfall piping as required, remove pool deck pavers, patch cracks in concrete slab, install continuous waterproofing membrane to include entire concrete pool desk, all penetrations, under trench drains, as well as at interface with pool coping, perimeter deck beams, and the Headhouse Building, install new pool deck material.

Headhouse Exterior: eliminate water infiltration currently entering the building under the exterior doors. Repair exterior brick, mortar, parapets and roof as required to eliminate water infiltration.

Other Exterior Walls and Railing Repairs: repair miscellaneous cracks in exterior brick and mortar, concrete beams, columns and railings. Test and replace deficient sealant joints at windows, doors, louvers brick infill panels, etc.

Headhouse Interior and Other Interior Space Restoration: replace damaged interior finishes, including gypsum wallboard, paint, ceiling tiles, toilet partitions, flooring and base as needed, replace HVAC equipment and electrical lighting damaged by moisture.

Provide electrical upgrades as may be required for new pool and interactive water feature filtration equipment. Refurbish existing landscaping and irrigation system.

## **BASIC SCOPE OF SERVICES**

### **A. GENERAL**

- The project detailing and Contract Documents for Construction will conform to The Secretary of the Interior Standards and Guidelines for Historic Preservation.
- The proposed services will include photographic documentation similar to HABS (Historic American Buildings Survey) requirements. Four Progress Reports will be provided as follows: One prior to construction, two during construction, and one after completion construction. Progress Reports will be provided in accordance with the attached *Guidelines for providing photographic documentation for restoration activities* dated 9 March 2015.
- Basic Services will include submittals and presentations as required to obtain approval from the Barrio Latino Commission.
- Basic Services will include the design team's participation associated with (2) two community presentations.
- Basic Services will include (4) four presentation boards for each of the community presentation indicated above.

### **B. PHASE I / SCHEMATIC DESIGN**

- Kick-off meeting with owner's representatives to develop an understanding of the facility's history.
- Site visitation will be conducted by the architect and consultants as required to become familiar with the existing conditions.
- The waterproofing consultant will conduct a visual survey of the building envelope construction and pool deck construction to evaluate existing construction and identify potential sources of water infiltration. Selective water testing will be performed to verify

suspect conditions as sources for water infiltration within the building and pool deck envelope.

- The waterproofing consultant will provide a written report containing observations of existing conditions, deficient conditions identified, test results and recommendations.
- The preservation architect will review the Secretary of the Interior Standards and Guidelines for Historic Preservation with the design team and provide direction on how those requirements may impact the proposed project improvements.
- A topographic survey will be performed on the pool deck, the pool, top of pool coping, pool gutter, deck perimeter, top of the stairs adjacent to the pool deck and limited areas of the site associated with sanitary and storm water connections..
- The aquatics engineer will provide a visual structural evaluation of the pool shell.
- The aquatics engineer will provide a preliminary specification for the proposed equipment along with a preliminary layout to assist the architect in determining space adequacy in the existing equipment rooms.
- The aquatics engineer will provide the architect with preliminary utility load requirements to include allowances for fresh water fill requirements, wastewater loads to an authorized outfall and electrical power.
- The aquatics engineer will develop preliminary estimates relating to the proposed pool equipment and renovations.
- Based on the findings of the topographic survey, the consulting engineers and the architect will develop a preliminary analysis and strategy for an effective storm drainage system and pool deck paving design.
- The electrical engineer will evaluate the existing power, HVAC system, lighting, plumbing fixtures and utilities to determine their adequacy and condition.
- The architect will develop a schematic plan and preliminary estimate for the complete renovation and remodeling of the interior and the exterior of the building, pool deck, landscaping and irrigation.
- Prior to the beginning of the Design Development Phase, the architect will deliver printed and electronic copies the Schematic Design Documents to the owner for their review.
- Prior to the beginning of the Design Development Phase, the architect will coordinate and participate in one CSC Plan Review.
- The architect will incorporate all owner review comments into the Design Development Documents.

C. PHASE II / DESIGN DEVELOPMENT

- The aquatic engineer will refine the initial schematic design drawings into preliminary engineering drawings. Included in the drawings will be pool details, major equipment locations within the pool, longitudinal sections, and major equipment replacement within the pool equipment area.
- The waterproofing consultant will meet with the architect to review the field investigation report and present options to restore long-term waterproofing integrity to the pool deck and building envelope
- The waterproofing consultant will conduct a review of the design development documents and provide comments and additional recommendations
- The preservation architect will meet with the architect to review the design development scope of work for conformance with the Interior Standards and Guidelines for Historic Preservation
- The landscape architect will meet on site with the architect and owner to determine the desired scope of work for landscape and irrigation restoration
- The architect will refine the initial schematic drawings into more detailed documents indicating the extent of the renovated interior spaces and pool equipment room including all locations of all MEP related equipment for the engineer's use in developing construction documents.
- The architect will include the preliminary layout of the new pool deck and drainage system.
- The MEP engineer will evaluate the facilities new electrical loads and develop preliminary drawings indicating any revisions required to the building's primary electrical service.
- The MEP engineer will provide the architect with information related to the extent of demolition that will be required for the remodeling of the water and sewer systems associated with the new pool equipment and deck drainage design.
- The MEP engineer will provide preliminary specifications and pricing for the restoration or replacement of the exterior overhead pool lighting.
- The architect and civil engineer will develop preliminary drawings describing all site sanitary and storm sewer improvements.
- The Design Development documents will include a preliminary budget for the cost of the work.
- The aquatics engineer and the architect will meet with the owner's representatives to present the design development drawings and specifications (documents to be submitted to Owner one week prior to meeting). The aquatics engineer will describe in detail all the equipment being proposed for the project.
- The architect will produce meeting minutes for the owner's review documenting the results of the above referenced meeting.

- The architect will incorporate all owner review comments into the Construction Documents.

#### D. CONSTRUCTION DOCUMENTS

- At the beginning of the construction document phase the waterproofing consultant will meet with the architect and the preservation architect to participate in a design assistance work session to develop roofing, waterproofing and building envelope details as required.
- Complete Construction Documents will be produced and provided based on the approved design development documents and updated budget for the cost of the work. The Construction Documents shall include drawings and specifications that establish in detail the quantity levels of materials and systems required for the owner to use to obtain pricing of the project.
- The aquatics engineer will design the parameters for the existing pipe pressure testing that will be done to confirm their integrity and ability to be reused.
- The waterproofing consultant and the preservation architect will conduct a review of the 90% construction documents and provide comments and additional recommendations prior to the documents being submitted to the owner.
- Once the Construction Documents are 90% complete, the architect will provide the owner with printed and electronic copies for their review.
- Upon the receipt of the owner's 90% review comments, the architect and his team will complete the Construction Documents and specifications to include all the required information necessary for the permitting and pricing of the project.
- The architect will submit to the owner all documents necessary for the City of Tampa, Department of Health and FDEP permit review process.
- The architect, aquatics engineer and consulting engineers will make all revisions to the documents that are necessary to obtain a building permit.
- The preservation architect will provide assistance to the architect in developing the submittal required to obtain approval from the Barrio Latino Commission
- The preservation architect and architect will administer the approval process with the Barrio Latino Commission including any required submittals, presentation boards and public hearing presentations

#### E. PRICING

- The architect will provide the owner with the Construction Documents in the format as required by the owner.
- The owner will administer the GMP or bidding process.

- The architect will assist the owner in the answering of any questions from bidders or with the issuance of an addenda that may be required during the bidding process.
- The architect shall consider substitutions and shall prepare addenda identifying approved substitutions to the owner for distribution to all the prospective bidders.
- The architect shall assist the owner in bid validation and the determination of the successful bids.

F. CONSTRUCTION ADMINISTRATION

- Prior to the beginning of construction the architect will meet on site with the preservation architect to determine which portions of the project will require photographic documentation of restoration activities
- The architect will provide photographic documentation similar to HABS (Historic American Buildings Survey) requirements. Progress Reports will be provided in accordance with the attached *Guidelines for providing photographic documentation for restoration activities* dated 9 March 2015.
- The architect shall provide administration of the contract between the owner and contractor in accordance with Owner / Contractor agreement.
- The architect and his consultants will review all submittals and respond to requests for information in a timely manner.
- The architect and his consultants will visit the site at intervals appropriate to the stage of the contractor's operations to keep the owner informed about the progress and quality of the work completed.
- The architect shall attend project job meetings as required.
- The architect's aquatic consultant shall attend five (5) project job meetings which will include the substantial completion inspection.
- The waterproofing consultant will provide approximately three (3) site visits and written reports during construction to assist the architect in verifying that the work is being installed in accordance with the Contract Documents
- The architect and his consultants will assist the owner's representatives with inspections to determine the date of substantial completion.
- The architect and his consultants shall prepare record drawings for the owner incorporating as-built changes documented by the contractor that may have occurred during construction.

G. DELIVERABLES

- Four (4) printed Photographic Documentation Progress Reports
- Presentation boards and submittal material as required to obtain a Barrio Latino Commission approval.



- Presentation boards required for community presentations described in the General Scope of Work Section above.
- Two (2) full size and two (2) 11" x 17" printed set of Documents for the Owner's review at the completion of the Schematic Design Phase, Design Development Phase, 90% Construction Documents Phase.
- Printed Contract Documents as required to obtain a permit from the City of Tampa, Florida Department of Health and the Florida Department of Environmental Protection (FDEP) for a domestic wastewater permit.
- All Contract Documents will also be provided in PDF format at the time intervals described above.
- Final submission will include electronic AutoCAD files, Word Document files and one complete PDF file of the bid documents.
- PDF and AutoCAD format of the typographic survey.
- Written report from the Waterproofing Consultant including photographs, existing conditions, test results and recommendations.

We appreciate the opportunity to present the above proposal. Our entire team is very excited to begin this important project. Please feel free to contact me if you have any questions.

HOLMES HEPNER & ASSOCIATES ARCHITECTS

A handwritten signature in black ink, appearing to read "Peter Hepner", with a long, sweeping horizontal line extending to the right.

Peter M. Hepner, AIA

Attachments: *Guidelines for providing photographic documentation for restoration activities* dated 9 March 2015.

**EXHIBIT B**

**FEE PROPOSAL**

**HOLMES HEPNER & ASSOCIATES ARCHITECTS**

PHASE	FIXED LUMP SUM FEE		* AQUATIC CONSULTANT	* CIVIL	STRUCTURAL	MEP	* LANDSCAPE	* WATERPROOFING CONSULTANT	* HISTORIC PRESERVATION	ARCHITECT
	<u>GROSS FEE</u>	%	<u>AQUATIC DESIGN &amp; ENGINEERING</u>	<u>5M CIVIL</u>	<u>DECARO WILLSON</u>	<u>GLOBAL SANCHEZ</u>	<u>ANDERSON LESNIAK LIMITED</u>	<u>CONSTRUCTION MOISTURE CONSULTING</u>	<u>MARTHA SHERMAN, LEED AP</u>	<u>HOLMES HEPNER &amp; ASSOCIATES ARCHITECTS</u>
SCHEMATIC DESIGN	\$ 46,865.00	19%	\$ 19,950.00	\$ 500.00	\$ 1,125.00	\$ 1,080.00	\$ -	\$ 6,320.00	\$ 640.00	\$ 17,250.00
DESIGN DEVELOPMENT	\$ 61,605.00	25%	\$ 29,925.00	\$ 1,000.00	\$ 1,500.00	\$ 1,440.00	\$ 500.00	\$ 3,600.00	\$ 640.00	\$ 23,000.00
CONSTRUCTION DOCUMENTS	\$ 77,075.00	32%	\$ 16,625.00	\$ 3,000.00	\$ 3,000.00	\$ 2,880.00	\$ 4,000.00	\$ 5,400.00	\$ 1,920.00	\$ 40,250.00
CONSTRUCTION ADMINISTRATION	\$ 56,225.00	23%	\$ 13,250.00	\$ 1,500.00	\$ 1,875.00	\$ 1,800.00	\$ 1,500.00	\$ 1,800.00	\$ -	\$ 34,500.00
<b>GROSS</b>	<b>\$ 241,770.00</b>		<b>\$ 79,750.00</b>	<b>\$ 6,000.00</b>	<b>\$ 7,500.00</b>	<b>\$ 7,200.00</b>	<b>\$ 6,000.00</b>	<b>\$ 17,120.00</b>	<b>\$ 3,200.00</b>	<b>\$ 115,000.00</b>
%	100.00%		32.99%	2.48%	3.10%	2.98%	2.48%	7.08%	1.32%	47.57%

\* CONSULTANTS ADDITIONAL TO BASIC SERVICES

**REIMBURSABLE EXPENSES**

TOPOGRAPHIC SURVEY ALLOWANCE	\$ 4,000.00
PHOTOGRAPHIC DOCUMENTATION OF RESTORATION ACTIVITIES AND REPORTS	\$ 7,500.00
CONTRACT DOCUMENTS REPRODUCTION ALLOWANCE	\$ 1,875.00
COMMUNITY PRESENTATION BOARDS	\$ 500.00
BARRIO LATINO COMMISSION PRESENTATION BOARDS	\$ 500.00
DOH PERMIT REVIEW FEE ALLOWANCE	\$ 250.00
CSC PLAN REVIEW ALLOWANCE	\$ 1,500.00
BARRIO LATINO COMMISSION APPLICATION FEE	\$ 100.00
DOH OPERATIONAL PERMIT FEE	\$ 150.00
FDEP DOMESTIC WASTEWATER PERMIT	\$ 250.00
<b>TOTAL REIMBURSABLE EXPENSES</b>	<b>\$ 16,625.00</b>

REIMBURSABLE EXPENSES TO BE INVOICED AT THE TIME OF COMPLETION. PROJECT EXPENSES SUCH AS LOCAL AUTOMOBILE MILEAGE, OUT OF TOWN MILEAGE FOR THE AQUATICS CONSULTANT, TELEPHONE CALLS, POSTAGE, AND REPRODUCTION OF DRAWINGS AND SPECIFICATIONS FOR IN-HOUSE USE ARE INCLUDED IN THE FIXED LUMP SUM FEE.

<b>GRAND TOTAL FEE</b>	<b>\$ 258,395.00</b>
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CUSCADEN POOL RENOVATION DESIGN | Professional Liability Insurance



CERTIFICATE OF LIABILITY INSURANCE

HOLME-1 OP ID: TN

DATE (MM/DD/YYYY)  
10/01/2014

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

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

PRODUCER Nolen Insurance Services 2203 N Lois Avenue # 900 Tampa, FL 33607 None/Blank	CONTACT NAME: <b>Phil Nolen</b>	
	PHONE (A/C, No, Ext): <b>813-873-8384</b> FAX (A/C, No): E-MAIL ADDRESS: <b>Pnolen@nolenins.com</b>	
INSURED <b>HOLMES HEPNER &amp; ASSOCIATES ARC</b> 601 S. Boulevard Suite 101 Tampa, FL 33606	INSURER(S) AFFORDING COVERAGE <b>INSURER A : Atlantic Casualty Company</b>	NAIC #
	<b>INSURER B : Continental Casualty Company</b>	<b>20443</b>
	<b>INSURER C : Valley Forge Ins. Co.</b>	
	INSURER D :	
	INSURER E : INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR			B 2087873250	10/14/2014	10/14/2015	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			B 2087873250	10/14/2014	10/14/2015	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			B 4020014973	10/16/2014	10/16/2015	EACH OCCURRENCE \$ <b>3,000,000</b> AGGREGATE \$ <b>3,000,000</b>
	DED <input checked="" type="checkbox"/> RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WC 288207052	10/14/2014	10/14/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>500,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>

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

CERTIFICATE HOLDER  For Proposal Purposes	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CUSCADEN POOL RENOVATION DESIGN | General Liability Insurance



CERTIFICATE OF LIABILITY INSURANCE

HOLMHEP-01 CDIXON

DATE (MM/DD/YYYY)  
12/10/2014

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

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

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A : <b>Wesco Insurance Company</b> INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED Holmes Hepner & Associates Architects 601 South Boulevard, Suite 101 Tampa, FL 33606		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab.			ARA1119655-01	01/01/2015	01/01/2016	Per Claim/Aggregate 3,000,000

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

CERTIFICATE HOLDER  For Proposal Purposes Only	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Page 3 of 4DMI – Solicited/Utilized
City of Tampa –DMI Schedule of Sub-(Contractors/Consultants/Suppliers) to be Utilized
(FORM MBD-20)

Contract No.: RFQ 15-D-0006 Contract Name: Cuscaden Pool Renovation Design
Contractor Name: Holmes Hepner & Associates Architects, Inc. Address: 601 S. Boulevard, Suite 101, Tampa, FL 33606
Federal ID: 59-3289581 Phone: (813) 229-0614 Fax: (813) 229-0714 Email: phepner@holmeshepner.com

- [ ] See attached documents.
[ ] No Subcontracting (of any kind) will be performed on this contract.

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

This DMI Schedule Must Be Submitted with the Bid or Proposal (Do Not Modify This Form)

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

Table with 6 columns: Federal ID, Company Name Address Phone & Fax, Type of Ownership, Trade Services or Materials NIGP Code, Amount of Quote, Percent of Scope/Contract %

Total Subcontract/Supplier Utilization \$ 126,770
Total SLBE Utilization \$ 19,200
Total WMBE Utilization \$ 12,000

Percent SLBE Utilization of Total Bid/Proposal Amt. 7.94 % Percent WMBE Utilization of Total Bid/Proposal Amt. 4.96 %

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this contract. This form must be completed and submitted with the bid or proposal. Modifying or failing to sign DMI forms may result in Non-Compliance and/or deemed non-responsive.

Signed: Peter M. Hepner Name/Title: Peter M. Hepner, AIA, Principal Date: 03-09-15
MBD 20 rev. 02/01/13 Note: Detailed Instructions for completing this form are on the next page.

\* Estimates only at time of RFQ submittal. Subject to change after final fee negotiation.

