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A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$505,190 BETWEEN THE CITY OF TAMPA AND VOGEL BROS. BUILDING CO., IN CONNECTION WITH CONTRACT 20-C-00014; SULPHUR SPRINGS PUMPING STATION REHABILITATION 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, Contractors' Competitive Negotiation Act and consistent with Federal procurement policies, as applicable, the City of Tampa ("City") selected Vogel Bros. Building Co. ("Contractor") to provide professional services in connection with Contract 20-C-00014; Sulphur Springs Pumping Station Rehabilitation Design-Build, ("Project") as detailed in the Agreement for Consultant Services ("Agreement"); and

WHEREAS, the City desires to enter into an agreement with the Contractor 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:**

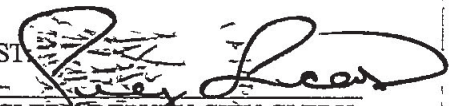
Section 1. That the Agreement between the City of Tampa and Vogel Bros. Building Co., in connection with Contract 20-C-00014; Sulphur Springs Pumping Station Rehabilitation Design-Build as detailed in said Agreement, a copy of which is attached hereto and made part hereof, is authorized and approved 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 resolution provides funding in the amount of \$505,190 for professional services to Vogel Bros. Building Co. for the Sulphur Springs Pumping Station Rehabilitation Design Build project for use by the Wastewater Department within the Wastewater Bonds – Series 2020 Capital Projects Fund.

Section 4. 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 DEC 17 2020

ATTEST

CITY CLERK / DEPUTY CITY CLERK


CHAIRMAN / CHAIRMAN PRO-TEM CITY COUNCIL

PREPARED AND APPROVED AS TO
LEGAL SUFFICIENCY BY:

ASSISTANT CITY ATTORNEY

PW20-65948

AGREEMENT FOR DESIGN-BUILD INITIAL SERVICES

THIS AGREEMENT, made and entered into at Tampa, Florida, this _____ day of _____, 2021, 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: Vogel Bros. Building Co., hereinafter referred to as "Firm", with an FIEN of 39-0679620.

WITNESSETH:

WHEREAS, the City desires to engage the Firm to perform certain services pertinent to such work which shall be referred to as Contract 20-C-00014; Sulphur Springs Pumping Station Rehabilitation 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 pre-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 Construction 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 151 days 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 therefore.

V. COMPENSATION

The City shall compensate the Firm for the pre-Design-Build services performed under this Agreement in the amount of \$505,190. in accordance with **Exhibit B**.

Lump Sum with an Allowance for Additional Services with a total compensation not to exceed \$505,190, the actual total amount of which will be equal to the lump sum of \$480,190 plus those amounts, if any, not to exceed \$ 25,000.00 properly charged against the Allowance for Additional Services, has been established for the work described. Invoices will be submitted monthly, based on progress with the tasks described in the Scope of Services.

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 aggressively, adequately, timely and appropriately perform the services required by this Agreement to the satisfaction of the City, 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 an 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

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 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 appropriates. 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 on 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. FIRM EMPLOYEES

PURSUANT TO §558.0035, FLORIDA STATUTES, CONSULTANT'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS 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.

VOGEL BROS. BUILDING CO.

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. _____.

Assistant City Attorney

EXHIBIT A SCOPE OF SERVICES

20-C-00014

City of Tampa

Sulphur Springs Pumping Station Rehabilitation Design-Build

PROJECT DESCRIPTION

The Sulphur Springs Pump Station (SSPS) is owned and operated by the City of Tampa (CITY) Wastewater Department and is located at 7902 N 13th Street, Tampa, FL 33604. The SSPS was placed into service in 1980. Several of the station's components are original and have reached the end of their useful life. The station currently uses four (4) pumps. Pump # 1, Pump #2, and Pump #3 are variable speed pumps rated at 21,300 GPM (900 hp). Pump #4 is a variable speed pump rated at 15,000 GPM (700 hp). Pump # 1 and Pump #3 are controlled by medium voltage eddy current clutch systems. Pump #2 and Pump #4 are controlled by variable frequency drives. The station discharges through a force main consisting of a 42-inch pipe that connects to a gravity main that discharges to Ybor pumping station. Generally, the station equipment is in operable condition; however, there have been several equipment failures that have required repairs to maintain the reliability of the pumping station.

The rehabilitation will be accomplished through a progressive design-build approach, beginning with this scope of services to develop a Basis of Design Report (BODR) which will represent a 30-percent design. The BODR will evaluate the condition of equipment and facilities that make up the existing SSPS and will evaluate select alternatives for the future design. Upon approval of the BODR by the CITY, the Design-Build (DB) team, under a future authorization, will move through a progressive 60-percent and 90-percent design development, with the development of a Guaranteed Maximum Price (GMP) proposal after the CITY-approval of the 90-percent design. Upon approval of the GMP, the DB team will complete the 100-percent design and begin construction of the rehabilitation.

Rehabilitation of the SSPS is intended to include demolition and replacement of all pumps, motors, pump discharge valves, piping, electrical and control components, flow meter, replacement or rehabilitation of existing generators, and replacement of other equipment needed to restore station reliability and provide improved operations.

Building additions and other improvements may also be needed to accommodate and provide suitable environments for selected equipment as well as improve the external appearance of the building.

The BODR will evaluate data, review listed alternatives, and present recommendations for the following:

- Historical CITY-provided SCADA influent flow data to determine average

day, minimum and peak station flows. This historical SCADA data will be used to develop trends to project future average, minimum, and peak station influent flows.

- Determine and recommend, based upon the above, replacement pump selection, redundancy, and operation and control strategy to maximize pump efficiency. This will include limited effluent hydraulic modeling for the SSPS.
- Coarse screen and materials handling alternatives
- Assessment of existing emergency power equipment and alternatives for future emergency power
- Assessment of existing piping and valves with determination of repair/replacement needs
- Assessment of station structural systems and recommendations for modification requirements
- Recommended electrical and instrumentation improvements
- Assessment of existing heating, ventilation and air conditioning (HVAC) systems with recommendations for improvements
- Architectural and landscaping improvements
- Required permits
- Maintenance of pump station operations during construction and bypass plan
- Preliminary cost estimates for various alternatives
- Estimated construction schedule for alternatives implementation

PROJECT TASKS

Vogel Bros. Building Co. (FIRM) will provide services as outlined below.

Task 1 Project Management

Task 1.1 - General Project Management

FIRM will provide the following services throughout the duration of the project:

- Overall project coordination, including oversight and coordination of subconsultants' efforts.
- Management of project scope, schedule, and budget.
- Preparation and submittal of monthly progress reports and invoices

Task 2 Data Collection/Review

The FIRM shall use available data, including but not limited to, information provided by the CITY for use in subsequent project tasks:

- Record drawings of discharge force main, the SSPS, and the upstream overflow weir

and relevant piping

- Pump curves and any available flow data for all pump stations connected to the discharge force main between the SSPS and the gravity sewer discharge
- Record drawings of the same connected pump stations
- SSPS remote terminal unit (RTU) and control panel wiring diagrams
- Available historical data for the SSPS (flows, pressures, run times, odor control chemical dosing, etc. for past 2 years, minimum)
- Data and information on the recent repairs to the SSPS wet well
- Any operations or maintenance insight or record data regarding volume and type of screenings collected at the SSPS, and any insights into the frequency of pump clogging issues related to debris
- Any other available information that may be available on the SSPS such as previous structural evaluations, odor control system modifications or improvements, electrical and/or SCADA improvements, etc.

The FIRM will review and summarize the data as necessary for the evaluation. Additional data needs that may be identified as the work progresses will be requested of the CITY.

Task 3 Pump Station Analysis

The FIRM will complete the pump station analysis through a series of workshops with the CITY as outlined below. The analysis will be presented for review and agreement by the CITY in a series of workshops. Each workshop will be documented through the issuance of meeting minutes to represent the discussion and agreement achieved in the workshop. The analysis will include the following subtasks:

Task 3.1 - Design Criteria Development

The FIRM will review historical SCADA pumping data provided by the CITY and use data projection techniques to recommend anticipated future peak flow, average daily flow, and minimum flow for the SSPS. Recommendations will be presented in a workshop (Workshop No. 1) for the CITY's approval.

Task 3.2 - Hydraulic and Pumping Analysis

FIRM will conduct a hydraulic analysis using PipeFlo hydraulic analysis software to determine the pump station's pumping capacity with up to three pump selections for the influent flow conditions projected in Task 3.1.

Pump selections will be based on dry pit pumps with alternatives for the number of pumps and operating sequences provided. The number of pumps will include capacity for the maximum flow with the largest two pumps taken out of service. At least two pump manufacturers/models will be identified to include in a competitive bid.

A workshop (Workshop No. 1) will be held to present the hydraulic analysis results, and pump

configuration and control options.

Task 3.3 - Coarse Screening

The FIRM will provide and review alternatives for screening technology to meet the CITY's goals, including capture rate, target characteristics of captured materials, and means to convey the captured materials to grade for removal from the site of the SSPS. Preliminary layout drawings will be provided for each of the alternatives. Once a material handling decision is made, the FIRM will size, select, and identify at least three manufacturers/models of equipment to include in the design documents.

A workshop (Workshop No. 1) will be held with CITY to discuss screenings options and recommendations.

Task 3.4 - Odor Control System Assessment

City has just entered into a contract with another consultant to conduct a basin-wide odor control study. This allowance will be used to conduct a specific pump station odor control study subsequent to the completion of the basin-wide odor control study.

Task 3.5 - Power Distribution and Backup

The FIRM will conduct an electrical evaluation of the SSPS's primary and backup power electrical feed systems specifically with regards to power company feed, standby power, and electrical distribution for the proposed improvements. The SSPS currently has two standby power generator sets.

Proposed drives, motors, and distribution raceways and duct banks will be coordinated with CITY preferences for variable frequency drives, motor protection features, and construction materials. A list of required motor horsepower, types of drives, and recommended conduit/cabling requirements will be provided for each of the recommended improvements. FIRM will develop proposed one-line diagrams to depict power distribution to the new and modified equipment. FIRM will coordinate with the CITY on the voltage configuration (480V or 4160V, 3 phase) of the motors and associated drives/switchgear based on the final horsepower ratings.

The electrical evaluation will include a preliminary power systems analysis to the extent necessary for proper selection of the switchgear and Motor Control Center (MCC(s)). This may include conservative assumptions for data such as utility fault current contribution. The final power systems analysis will be performed after the proposed equipment is in place, and actual equipment data and installation parameters are available. The switchgear will be provided with electronic control facilities to reduce the incident arc-flash energy available during routine maintenance procedures to tolerable levels. A remote circuit breaker control panel or remote operator mechanism shall be included to provide circuit breaker operation from a safe distance from the switchgear during regular operations.

A workshop (Workshop No. 2) will be held with CITY to discuss power distribution and backup options and recommendations.

Task 3.6 - Control System Improvements

FIRM will provide recommendations to be included in the design to incorporate the facility improvements into the new control system. The FIRM will review the current status of the control system including the PLC, HMI, cabinet RTU and other associated equipment. The FIRM will review the availability of spare parts and maintenance support for major equipment such as the PLC and instrumentation. The FIRM will select the proposed analytical and process control instruments associated with the improvements, upgrade the RTU system to match on-going work efforts being completed by the CITY, and develop the proposed control strategies for the new and improved process systems. The FIRM will coordinate with the CITY for any additional automation or instrumentation that are not currently installed at the existing facility.

A workshop (Workshop No. 2) will be held with CITY to discuss control system options and recommendations.

Task 3.7 - Heating Ventilation and Air Conditioning

FIRM will complete an HVAC analysis once electrical and controls systems are selected. An evaluation of alternatives to provide necessary HVAC will be completed and recommendations provided to the CITY in a draft TM. A workshop (Workshop No. 2) will be held with CITY to discuss HVAC system options and recommendations.

Task 3.8 - Structural Analysis

FIRM will propose options for building addition(s) and structural improvements as needed to accommodate other design elements. The evaluation will include building code and zoning requirements, operation and maintenance issues, and other specific structural requirements. Findings and recommendations will be presented in a draft TM for the CITY's review. A meeting will be held to review the draft TM after which comments from the CITY will be incorporated into a final TM. A workshop (Workshop No. 3) will be held with CITY to discuss structural findings and recommendations.

Task 3.9 - Architectural/Landscape Improvements

FIRM will propose options for architectural and landscape for aesthetic improvements of the pump station building and site. The proposed options will incorporate recommended building additions and include two renderings that show proposed building features that best improve the overall look of the pump station building and compliments the surrounding neighborhood.

A workshop (Workshop No. 3) will be held with the CITY to select the proposed architectural improvements and landscape options for implementation. The final options will be selected

based on review of the various requirements, cost, and the feasibility of implementation.

Task 3.10 - Mechanical Condition Assessment

FIRM will conduct a condition analysis of existing mechanical equipment including piping, valves, and appurtenances to determine what components may be suitable for reuse in the rehabilitated pumping station. Findings and recommendations will be presented in a workshop (Workshop No. 1) with the CITY.

Task 3.11 - Overflow Weir Assessment

There is an overflow chamber and weir upstream of the SSPS that allows overflow of excess sewage flow from the SSPS to the Louisiana Pump Station sewershed and the Hanna Pump Station. During past high flow events, the overflow weir did not provide sufficient capacity and caused the flooding of several residences. It is not known why the capacity was limited.

FIRM will conduct a review of available record drawings, SCADA data, GIS information, and inspection records associated with the pump stations and systems associated with the weir. The FIRM will complete analysis, present key findings of the data review, and provide recommendations for additional investigation and analysis of the capacity limitations. A workshop (Workshop No. 1) will be held to review the findings and recommendations.

Task 3.12 - Construction Sequencing and Bypass Plan

FIRM will develop a construction sequencing plan based on the recommended improvements. The sequencing plan will also address the bypass strategy to maintain reliable operations at the SSPS through construction. An evaluation will be made regarding the need for the CITY to acquire neighboring lots to accommodate either the bypass or construction of the project. Recommendations will be presented in a workshop (Workshop No. 4) for the CITY's review.

Task 4 Basis of Design Report

The FIRM will complete the following subtasks:

Task 4.1 - Field Data Collection

Survey/Sue Work

The FIRM will provide surveying services that will follow City of Tampa survey and computer aided design and drafting (CADD) standards such as latest standard survey layer, line types, and symbology.

The FIRM will provide Subsurface Utility Engineering (SUE) services to collect underground utility locations within the project areas. These services will include conventional electronic designating and test holes. The survey will then collect found utility information.

Geotechnical Work

The FIRM will coordinate with the project team to ensure that adequate geotechnical data is collected for the proposed design and construction and conduct up to four (4) geotechnical borings at a depth of 50-feet. Seasonal high groundwater levels will be determined and infiltration testing will be performed to support drainage design. Findings will be presented in a geotechnical report, signed and sealed by a professional engineer, specializing in geotechnical engineering.

Asbestos/lead survey

The FIRM will provide services to sample and test materials scheduled to be demolished to test for hazardous materials such as asbestos and lead paint to establish the minimum requirements for disposal of materials.

Appropriate personnel will be provided such as project management, Licensed Asbestos Consultant (LAC), Environmental Protection Agency (EPA) certified Lead Paint (LP) inspector, and clerical support to conduct the work, which shall include:

- Survey the concrete, piping, and equipment of the SCPS scheduled to be demolished;
- Conduct a thorough asbestos National Emissions Standards for Hazardous Air Pollutants (NESHAP) inspection of all suspect materials within the affected areas of the structures;
- Document the existing condition and potential for future damage in accordance with Asbestos Hazard Emergency Response Act (AHERA);
- Document the location and quantity of each homogenous area within the building;
- Collect photographic documentation of each homogenous area tested;
- Prepare floor diagrams indication the location of each sample collected;
- Perform an LP inspection following the housing and urban development (HUD) protocol using x-ray fluorescence (XRF) analyzer and confirm the data with paint chip sampling as needed;
- Prepare a comprehensive report with the findings of the asbestos and lead containing paint inspection.

The findings of the Asbestos/Lead Survey will be reviewed in a workshop (Workshop No. 1) with the CITY.

Task 4.2 - Permitting Requirements Identification

The FIRM will review all permitting requirements with the local permitting agencies and summarize the findings in the BODR. The FIRM will attend meetings with the Florida Department of Environmental Protection (FDEP) and the local building department, along with CITY staff, as required.

Task 4.3 - Basis of Design Report Development

FIRM will produce a BODR summarizing the findings of the various workshops completed above. The report will provide a complete description of the proposed improvements including a budgetary cost estimate, a summary of existing facilities and equipment within the current SSPS, a listing of proposed new equipment (with design criteria, capacities, recommended

manufacturers, model numbers, quantities, and key features), a listing of existing equipment and structures to be removed, preliminary equipment layout drawings, a general narrative of the design, including proposed maintenance of operations plan. FIRM will furnish one electronic copy of the draft report.

Task 4.4 - BODR Review Meeting and Final Report

FIRM will facilitate a BODR review meeting with CITY staff to review the submitted draft report. CITY will assist FIRM in scheduling the review meeting to be held within ten (10) calendar days after submittal of the report. The FIRM will provide a PowerPoint presentation of the draft BODR components during the meeting and will receive comments at the review meeting and document the comments and the resolution to those comments in the meeting notes produced by the FIRM prior to finalizing the report. Following the review meeting, the FIRM will furnish three hard copies and one electronic pdf copy of the final BODR.

Task 5 Public Outreach Program

The FIRM will arrange and participate in a kick-off meeting with the CITY to review the goals and the scope of the work related to public outreach for this phase of the project. An agenda will be prepared and distributed prior to the meeting. The FIRM will provide and distribute meeting minutes to all attendees.

For the BODR phase of the pre-construction efforts, the CITY expects the following public outreach effort:

- Develop a project fact sheet towards the end of the development of the BODR that can be issued to the public to describe the need for the project, the benefits of the project, the scope of the work and the schedule for the work
- Plan for, attend and participate in one open house with the public including assistance with the development of presentation material (in addition to the fact sheet above).

Open House will include the following:

- Identifying an ADA compliant facility
- Identifying stakeholders, preparing and distributing public engagement workshop notifications via USPS mailouts, E-mail, etc.
- Preparing handouts, fact sheet, comment cards, sign-in sheets, press release, graphic display boards, etc.
- Providing public engagement workshop notification information to the CITY for posting to their social media platforms and CITY website
- Set-up and breakdown of workshop
- Staffing sign-in table and assisting attendees
- Photographing public engagement workshop (to include in summary report)
- Compiling comments received and providing to project team and CITY (for response if needed)
- Preparing public engagement workshop summary report

Task 6 Workforce Development Program Allowance

Reporting on the FIRM's Workforce Development Program elements as described in RFQ 20-C-00014 is included in Project Management; however, should the CITY impose additional requirements over and above the FIRM's existing Workforce Development Program, this allowance may be used. Additional requirements could include, but are not limited to, development of action plans specific to this project, development of new metrics to support the CITY's Transforming Tampa's Tomorrow (T3) Program or seeking grant assistance such as Coronavirus Aid, Relief, and Economic Security (CARES) Act funding to mitigate any additional costs to the CITY.

ASSUMPTIONS

This scope of services was developed under the assumptions listed below. Any changes that affect these assumptions may require amendments to the scope, schedule, or associated fee.

- Workshops are not necessarily independent of each other and can be combined depending on the time expected to discuss each topic. Workshops will be limited to no more than 2 hours each.
- This scope does not include a Project Website consistent with the CITY of Tampa's current brand.

ALLOWANCES

Notwithstanding anything herein to the contrary, any charge or increase to allowance amounts must be approved by the CITY in advance and in writing. If not so approved, the charge will be deemed to be at the Firm's sole cost without reimbursement. The only allowances allowed are those clearly identified in the Agreement (including this Exhibit A, and other incorporated Exhibits.) Any remaining allowance amounts shall belong 100% to the CITY. Specific BODR phase allowances include:

- Odor Control
- Workforce Development

EXCLUSIONS

This scope of services does not include the following services:

- Surge or transient analysis of discharge forcemain.
- Land acquisition assistance
- Project website

SCHEDULE

	<u>PLANNED DURATION</u>	<u>START</u>	<u>FINISH</u>
SULPHUR SPRINGS PS INITIAL DESIGN SCHEDULE	151	12/3/2020	7/8/2021
PROJECT ADMIN	1	12/3/2020	12/3/2020
AGREEMENT EXECUTION	1	12/3/2020	12/3/2020
EXHIBIT A SCOPE OF SERVICES	150	12/4/2020	7/8/2021
PROJECT MANAGEMENT	150	12/4/2020	7/8/2021
PROJECT INITIATION	20	12/4/2020	1/5/2021
PUMP STATION ANALYSIS	70	1/6/2021	4/13/2021
BASIS OF DESIGN REPORT	70	3/31/2021	7/8/2021
PUBLIC OUTREACH PROGRAM	30	5/26/2021	7/8/2021

Exhibit B - Fee Summary



PROJECT: Sulphur Springs
 OWNER: City of Tampa
 ENGINEER: Mead and Hunt

Initial Phase Services
 DATE: 11/18/2020
 PREPARED BY: DFV

Task	Scope of Services	Total Price
1	Project Management	
1.1	Project Management	\$ 104,317.00
2	Project Initiation	
2.1	Data Collection/Review	\$ 25,531.00
3	Pump Station Analysis	
3.1	Design Criteria Development	\$ 21,073.00
3.2	Hydraulic and Pumping Analysis	\$ 10,295.00
3.3	Coarse Screening	\$ 7,965.00
3.5	Power Distribution and Backup	\$ 13,230.00
3.6	Control System Improvements	\$ 13,334.00
3.7	Heating, Ventilating and Air Conditioning	\$ 8,528.00
3.8	Structural Analysis	\$ 14,043.00
3.9	Architectural/Landscape Improvements	\$ 12,775.00
3.10	Mechanical Condition Assessment	\$ 14,300.00
3.11	Overflow Weir Assessment	\$ 13,584.00
3.12	Construction Sequencing and Bypass Plan	\$ 30,170.00
W.1	Workshop No. 1 (3.1, 3.2, 3.3, 3.4, 3.10, 3.11)	\$ 4,940.00
W.2	Workshop No. 2 (3.5, 3.6, 3.7)	\$ 5,600.00
W.3	Workshop No.3 (3.8, 3.9)	\$ 4,000.00
W.4	Workshop No. 4 (3.12)	\$ 4,012.00
4	Basis of Design Report	
4.1	Field Data Collection	\$ 49,452.00
4.2	Permitting Requirements Identification	\$ 5,613.00
4.3	Basis of Design report Development	\$ 61,420.00
4.4	BODR Review Meeting and Final Report	\$ 14,798.00
5	Public Outreach Program	
5.1	Public Outreach Program	\$ 19,477.00
	Totals	\$ 458,457.00
	Tax @ 6% of Taxable Materials	N/A
	Expenses (Vehicles, Fuel Mileage, Cell Phones, Computer/Software, Etc)	\$ 4,761
	SUBTOTAL:	\$ 463,218
	Bonds and Insurance @ 2% of Direct Cost	N/A
	Allowed OH&P On Subcontracted Work	\$ 16,971.10
	GRAND TOTAL	\$480,190

ALLOWANCES

3.4	Odor Control Strategy Selection	\$ 20,000.00
6.0	Work Force Development	\$ 5,000.00

For performing the services identified within Exhibit A, a Lump Sum with an Allowance for Additional Services with a total compensation not to exceed \$505,190, the actual total amount of which will be equal to the lump sum of \$480,190 plus those amounts, if any, not to exceed \$ 25,000.00 properly charged against the Allowance for Additional Services, has been established for the work described. Invoices will be submitted monthly, based on progress with the tasks described in the Scope of Services and summarized above.

Exhibit C

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, subcontractors, 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 the 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 CG 00 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-Floaters (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 (CPrL)/ 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 rail road'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, marine/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 is \$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/Harborkeeper/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 day care, after school 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. GFECF)
(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 GFECF 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)



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

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

Contract No.: _____ Contract Name: Sulphur Springs Pumping Station Rehabilitation Design-Build
 Company Name: Vogel Bros. Building Co. Address: 2720 Drane Field Road Lakeland, FL 33811
 Federal ID: 39-0679620 Phone: (863) 646-5078 Fax: _____ Email: darrenvogel@vogelbldg.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
O 39-0793822	Mead & Hunt 2203 N. Lois Ave. Suite 225, Tampa FL, 33607 813-210-8740, n/a, ed.balchon@meadhunt.com	Various	925	E, P	Y
O 61-1011402	Webster Environmental Associates, Inc. 13121 Eastpoint Park Blvd, Suite E, Louisville, KY, 40223 502-253-3443, 502-253-3442, jim.ross@odor.net	CF, CM	925	E, P	Y
W 20-4452969	VoltAir Consulting Engineers 6005 Benjamin Road, Suite A, Tampa, FL 33634 813-867-4899, 813-867-4566, DCelis@voltairinc.com	BM	925	E, P	Y
S 22-3851104	Biller Reinhart-Engineering Group Inc. 3434 Cowell Avenue, Suite 100, Tampa, Florida 33614 813-908-7203, 813-931-5200, RReinhart@billerreinhart.com	CM	925	E, P	Y
S, W 27-1558886	Jerel McCants Architecture 1726 East 7th Avenue, Suite 11, Tampa, FL 33605 813-431-4575, n/a, jerel@jmcants.com	BM	906	E, P	Y
S, W 20-0552998	Anderson Lesniak Limited, Inc. 4921 S Westshore Blvd., Tampa, FL 33611 813-831-9595, 813-831-5485, anderson.lesniak@tampabay.rr.com	CF	906	E, P	Y
S, W 33-1142500	The Valerin Group, Inc. 3903 Northdale Boulevard, Suite 100E, Tampa, Florida 33624 (813) 751-0478, n/a, nicole@valerin-group.com	CF	91826	E, P	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: _____ Date: _____

**Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive
Forms must be included with Bid / Proposal**

City of Tampa – Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers)
(FORM MBD-10)
CONTINUED

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					
W 59-2314222	OHC Environmental Engineering 101 S. Hoover Blvd. Suite 101, Tampa, FL 33609 813-626-8156, n/a, jrizk@ohcnet.com	BM	925	E, P	Y
W 26-3947444	Arehna Engineering, Inc. 5012 W. Lemon Street, Tampa, Florida 33609 813-944-3464, 813-944-4959, imcrony@arehna.com	CF	925	E, P	Y
W 02-0572109	Omni Communications, Inc. 8509 Benjamin Road, Suite E, Tampa, FL 33634 813-852-1888, 866 485-3356, nconnolly@omni-communications.com	CF	925	E, P	Y
W 14-1993874	Vistra Communications, LLC 18315 N US HWY 41, Lutz, FL 33549 813-961-4700, 813-961-4702, brian@consultvistra.com	BM	91573	E, P	Y
O 20-5871960	Clemson Engineering Hydraulics, Inc. 1203 River Heights Circle, Anderson, SC 29621 86-231-9585, dwerth@ceh-lab.com	CM	925	E, P	Y



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.: _____ Contract Name: Sulphur Springs Pumping Station Rehabilitation Design-Build
 Company Name: Vogel Bros. Building Co. Address: 2720 Drane Field Road Lakeland, FL 33811
 Federal ID: 39-0679620 Phone: (863) 646-5078 Fax: _____ Email: darrenvogel@vogelbldg.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 %
O	Mead & Hunt 2203 N. Lois Ave. Suite 225, Tampa FL, 33607 39-0793822 813-210-8740, n/a, ed.balchon@meadhunt.com	Various	925	\$221,938	46%
O	Webster Environmental Associates, Inc. 13121 Eastpoint Park Blvd, Suite E, Louisville, KY, 40223 61-1011402 502-253-3443, 502-253-3442, jim.ross@odor.net	CF, CM	925	N/A	N/A
W	VoltAir Consulting Engineers 6005 Benjamin Road, Suite A, Tampa, FL 33634 20-4452969 813.867.4899, 813.867.4566, DCelis@voltairinc.com	BM	925	\$23,245	5%
S	Biller Reinhart Engineering Group Inc. 3434 Colwell Avenue, Suite 100, Tampa, Florida 33614 22-3851104 813-908-7203, 813-931-5200, RReinhart@billerreinhart.com	CM	925	\$22,820	5%
S, W	Jerel McCants Architecture 1726 East 7th Avenue, Suite 11, Tampa, FL 33605 27-1558886 813-431-4575, n/a, jerel@jmcants.com	BM	906	\$12,468	3%
S, W	Anderson Lesniak Limited, Inc. 4921 S Westshore Blvd., Tampa, FL 33611 20-0552998 813-831-9595, 813-831-5485, anderson.lesniak@tampabay.rr.com	CF	906	\$5,520	1%
S, W	The Valerin Group, Inc. 3903 Northdale Boulevard, Suite 100E, Tampa, Florida 33624 33-1142500 (813) 751-0478, n/a, nicole@valerin-group.com	CF	91826	\$18,078.36	4%

Total ALL Subcontract / Supplier Utilization \$ 339,422

Total SLBE Utilization \$ 22,820

Total WMBE Utilization \$ 94,664.36

Percent SLBE Utilization of Total Bid/Proposal Amt. 5% Percent WMBE Utilization of Total Bid/Proposal Amt. 20%

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

Signed: _____ Name/Title: _____ Date: _____

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

Forms must be included with Bid / Proposal

MBD 20 rev./effective 02/2016

City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers)

(FORM MBD-20)

CONTINUED

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					
W 59-2314222	OHC Environmental Engineering 101 S. Hoover Blvd. Suite 101, Tampa, FL 33609 813-626-8156, n/a, jrizk@ohcnet.com	BM	925	\$3,960	1%
W 26-3947444	Arehna Engineering, Inc. 5012 W. Lemon Street, Tampa, Florida 33609 813-944-3464, 813-944-4959, jmcrory@arehna.com	CF	925	\$10,565	2%
W 02-0572109	Omni Communications, Inc. 8509 Benjamin Road, Suite E, Tampa, FL 33634 813-852-1888, 866 485-3356, nconnolly@omni-communications.com	CF	925	\$20,828	4%
W 14-1993874	Vistra Communications, LLC 18315 N US HWY 41, Lutz, FL 33549 813-961-4700, 813-961-4702, brian@consultvistra.com	BM	91573	N/A	N/A
O 20-5871960	Clemson Engineering Hydraulics, Inc. 1203 River Heights Circle, Anderson, SC 29621 86-231-9585, dwerth@ceh-lab.com	CM	925	N/A	N/A