

B
Agmt
w/o

RESOLUTION NO. 2016- 214

A RESOLUTION APPROVING FORM OF AGREEMENT BETWEEN THE CITY OF TAMPA AND VARIOUS CONSULTANTS IN CONNECTION WITH PROFESSIONAL SERVICES TO BE PROVIDED ON A WORK ORDER BASIS; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS; DESIGNATING HOW PAYMENT FOR THE WORK IS AUTHORIZED; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City, after compliance with the Consultants' Competitive Negotiation Act of Florida (F.S., s.287.055), needs to enter into Agreements with various Consultants for professional services in connection with specifically funded projects to be performed on a Work Order basis.

NOW, THEREFORE,

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

Section 1. That the Form of Agreement entitled WORK ORDER AGREEMENT FOR CONSULTANT SERVICES, or substantially similar form, is hereby approved, being attached hereto and made a part hereof; and the City of Tampa is hereby authorized to enter into agreements utilizing said form, with those consultants listed on Exhibit A, attached hereto and by reference made a part hereof.

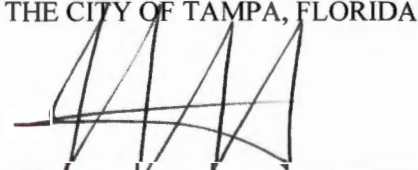
Section 2. That the Mayor of the City of Tampa is authorized to execute and the City Clerk to attest and to affix the official City seal to the Agreements for and on behalf of the City of Tampa.

Section 3. That work herein and hereby authorized shall be performed on a work order basis, issued as needed to selected firms, for individual projects or services, subject to annual appropriation and approval by the responsible Department Director.

Section 4. That the proper officers of the City of Tampa are hereby authorized to do all things necessary in order to carry out the provisions of this Resolution, which shall take effect immediately upon its adoption.

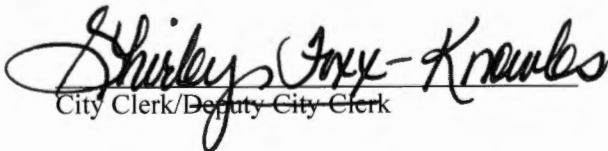
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA,

ON MAR 17 2016



CHAIRMAN/CHAIRMAN PRO TEM
CITY COUNCIL

ATTEST:


City Clerk/Deputy City Clerk

B2016-45

**Exhibit A – Firms Recommended
for AE Work Order Contracts
Expiring April 1, 2018.**

5M Civil LLC
AdAu Acuatc Engineering, LLC.
ADEAS-Q, LLC
Advantage Engineering Inc.
AECOM Technical Services, Inc.
Aegis ITS, Inc.
Aerial Cartographics of Am Inc
AIM Engineering & Surveying, Inc
Albeck Gerken, Inc.
Ambient Technologies, Inc.
Amec Foster Wheeler Environment & Infrastructure, Inc.
American Consulting Engineers, LLC
Analytic Engineering, Inc.
Anderson Lesniak Limited, Inc.
Anston-Greenlees, Inc.
Apex Companies, LLC
Applied Sciences Consulting, Inc.
ARCADIS (Malcolm Pirnie)
Architects Design Group, Inc.
Architecture Studio, Inc
Ardaman & Associates, Inc.
AREHNA Engineering, Inc.
Ash Group, Inc. (The)
Associated Space Design, Inc.
ATELIER Architecture Engineering Construction, Inc.
Atkins North America, Inc. (fka PBSJ)
AWARD Engineering, Inc.
Ayes Associates, Inc.
Bala Consulting Services, LLC
Barnes, Ferland & Assoc., Inc.
Bayside Engineering, Inc.
BCC Engineering, Inc
Belt Engineering, LLC
Beryl Project Engineering, LLC
BES, Inc.
Bessolo Design Group, Inc.
BillerReinhart Engineering Group, Inc.
Black & Veatch Corporation
Bohler Engineering FL, LLC
Booth Design Group
Bracken Engineering, Inc.
Brindley Pieters & Associates Inc.
Brown and Caldwell
C. B. Goldsmith and Assoc, Inc
Campo Engineering Inc.
Canerday, Belfsky + Arroyo, Architects, Inc.
Carastro & Associates, Inc.
Cardno TBE Group, Inc. (Cardno, Inc.)
Carollo Engineers, Inc
Carruthers & Associates, Architects, P.A.
Catalano Engineering, Inc.
CB&I fka Shaw Environmental
CDM, Smith, Inc
CH2M Hill Engineers, Inc.
CivilSurv Design Group
Clearview Land Design, P.L.
Consulting Engineering Associates, Inc.
Consulting Engineering Group, Inc.
Core States Engineering Group
CPH Engineers, Inc.

Cribb Philbeck Weaver Group (CPWG)
Cumbey & Fair, Inc.
D.O. Communications, Inc.
David Conner & Associates
Design Styles Architecture, Inc
Desman Associates
Dewberry Consultants, LLC
Dix Lathrop and Associates Inc.
(Dix.Hite+Partners)
DKS Associates, Inc.
Driggers Engineering Services, Inc.
Dyer, Riddle, Mills & Precourt (DRMP)
Earthshine Environmental, Inc.
Echezabal & Associates, Inc.
ECS Florida, LLC
ECT-Environmental Consulting & Technology, Inc
EE&G Environmental Services, LLC
Ekistics Design Studio, Inc.
Element Engineering Group
EMA, Inc.
Enercon Services Inc.
Engineering Design Technologies Corp.
Engineering Matrix, Inc.
Environmental Engineering Consultants, Inc.
EPN Group LLC
ESP Associates, Inc
ESRP Corporation
Faller, Davis & Associates, Inc.
Fleischman & Garcia Architects
Florida Design Consultants, Inc
Fraze Design, Inc
Gannett Fleming, Inc.
GCI, Inc.
George F. Young, Inc.
GeoSyntec Consultants
GFA International, Inc.
GGI, LLC dba Genesis Group
GHD fka Conestoga-Rovers & Assoc.
GLE Associates, Inc.
Global Sanchez, Inc.
Gord & Associates
Gould Evans Associates
GPI Southeast Inc. (Greenman-Pederson)
GRAEF-USA, Inc
Greeley and Hansen LLC
Gresham, Smith and Partners
Grimail Crawford, Inc.
Griner Engineering, Inc.
Groundwater & Environmental Services, Inc
H.W. Lochner, Inc.
Hahn Engineering, Inc.
Hall Architects, PA
Hall Engineering Group
Hamilton Engineering & Surveying, Inc.
Hanson Professional Services, Inc.
Hardeman-Kempton & Associates
Hardesty & Hanover, LLP
Harvard, Jolly Inc.
Hazen and Sawyer, P.C.
HDR Engineering, Inc.
Heidt Design, LLC
HNTB Corporation
Holmes Hepner Associates & Architects, Inc

Hough Engineering, Inc.
Howard & Assoc. Architects, PA
HSW Engineering, Inc.
Hyatt Survey Services, Inc.
I.F. Rooks & Associates, Inc
ICON Consultant Group, Inc.
Infrastructure Engineers, Inc.
Interflow Engineering LLC
Irvani Professional Association
Jerel McCants Architecture, Inc.
John J. McKenna, Architect
Johnson Cartwright Jarman Architects, P.A.
Johnson Engineering, Inc
Jones Edmunds & Associates, Inc.
KBA Engineering, Inc.
KCCS, Inc.
KCI Technologies, Inc.
Kerns-Whitehouse & Associates, Inc.
Kimley-Horn and Assoc., Inc.
King Engineering Assoc., Inc.
Kisinger, Campo & Associates, Corp
Kittelson & Associates, Inc.
KPI Engineering Inc.
Lago Consulting Services
Land & Water Engineering Science Inc.
Lane Engineering, Inc
LBYD, Inc.
Lighthouse Engineering, Inc
LittleJohn Engineering Associates, Inc
Long & Associates
Architects/Engineers, Inc.
Lyman Davidson Dooley, Inc.
Madrid Engineering Group, Inc.
Mason Blau & Associates, Inc
Master Consulting Engineers, Inc.
MBP, Inc (McDonough Bolyard Peck)
MC Squared, Inc.
MCIS, Inc.
McKim & Creed,P.A.
Meskel & Associates Engineering, PLLC
Metzger & Willard, Inc.
Michael Baker International, Inc.
Moffatt & Nichol
Moris Cabezas Consulting, PLCC
MPH Civil Consultants, Inc
MWH Americas, Inc.
Nichols Landscape Architecture, Inc
NorthStar Contracting Group, Inc.
Northwest Engineering, Inc.
Nova Engineering and Environmental
NV5, Inc
OHC Environmental Engineering
Otero Engineering, Inc.
Parker Stephens, Incorporated
Patel Greene & Associates, PLLC
Patrick A. Sullivan, Architect, LLC
PDS Architecture, Inc.
Phoenix Engineering Group
Pickett & Associates, Inc
PlaceMaker Design Studio, LLC
PMA Consultants, LLC
Polaris Associates, Inc.
Professional Service Industries, Inc. (Intertek)
Progressive Engineering & Construction
Progressive Water Resources, LLC

Proton Architecture, LLC
Pyramid Engineering, Inc
Ramos Engineering and Associates
Ranon & Partners, Inc.
RDI Structural Engineering, Inc
Reiss Engineering, Inc, FKA Reiss Env.
Reynolds, Smith & Hills, Inc. (RS&H)
RHC and Associates, Inc.
Rohan Engineering, Inc.
Rolley Engineering, Inc.
Rostan Solutions, LLC
Rowe Architects, Inc.
RTD Group, LLC
RTM Engineering Consultatnts, LLC
Rummel, Klepper & Kahl, LLP
Sam Schwartz Engineering, D.P.C.,PA
SGM Engineering, Inc
Shumake Architecture, PA
SimplyVerde, LLC
Southeastern Surveying and Mapping Corporation
Spectra Engineering & Research Inc.
Sprinkle Consulting, Inc. (The)
SRD Engineers
Stanley Consultants, Inc.
Stears Conrad & Schmidt Consult Eng
Strollo Architects, Inc
Structures Group Inc. (The)
Suncoast Land Surveying, Inc.
Surv Tech Solutions, Inc
T. Y. Lin International
Tank Engineering & Management Cons Inc (TEAM)
TEAMWORKnet, Inc.
Terra Tectonics Design Group, Inc.
Terracon Consultant, Inc.
Test Lab, Inc.
Tetra Tech, Inc.
The Louis Berger Group (Domestic), Inc.
Tierra, Inc.
Tindale-Oliver & Associates, Inc.
TLC Engineering for Architecture, Inc.
TRC Worldwide Engineering, Inc. / Jenkins & Charland
Tricon International, Inc
Vanasse Hangen Brustlin, Inc.
VIBEngineering, Inc.
Vickstrom Engineering Services, Inc
Volkert, Inc.
VOLT-AIR Consulting Engineers
Vrana Consulting, Inc.
W. P. Moore & Assoc, Inc.
Wade-Trim, Incorporated
Walker Parking Consultants/Engineering, Inc.
Wantman Group, Inc
Wilder Architecture, Inc.
Williamson Dacar Associates, Inc.
Woodroffe Corporation Architects
Wright-Pierce, Inc.

WORK ORDER AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into at Tampa, Florida, this ____ day of _____, 20____, by and between the CITY OF TAMPA, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", the address of which is 315 East Kennedy Boulevard, Tampa, Florida 33602, and AE Firm Official Corporate Name, a corporation existing under the laws of the State of State of incorporation, hereinafter referred to as "CONSULTANT", the address of which is address, City, State ZipCode.

WITNESSETH:

WHEREAS, the CITY proposes to do certain work and improve certain physical facilities within the operational jurisdiction of its various Departments; and

WHEREAS, the CITY desires to direct the CONSULTANT to perform certain professional services pertinent to such work in accordance with this Agreement and with Work Orders to be issued subsequently; and

WHEREAS, the CONSULTANT desires to provide such professional services in accordance with this Agreement; and

WHEREAS, the CONSULTANT represents that it is eligible for selection for this work pursuant to §287.055, Florida Statutes (Consultants' Competitive Negotiation Act).

NOW, THEREFORE, in consideration of the premises and of mutual covenants herein set forth, the parties hereto agree as follows:

I. GENERAL SCOPE OF THIS AGREEMENT

A. The relationship of the CONSULTANT to the CITY will be that of an independent professional consultant, for which the CONSULTANT shall provide the professional services required under this Agreement in accordance with acceptable engineering/architectural practices and ethical standards. In addition, the CONSULTANT owes a duty to the CITY to meet the work's intended quality, scope, and schedule and to serve the best interest of the CITY in meeting the CITY'S needs.

B. The CONSULTANT shall work with the CITY and apprise it of solutions to engineering/architectural problems and the approach or technique used to accomplish the CITY's objectives as set forth in the Work Orders, which are made a part of this Agreement upon execution by both parties.

C. The scope of services to be provided shall be covered in detail by said Work Orders.

II. DATA AND SERVICES TO BE PROVIDED BY THE CITY

The CITY shall provide:

A. Available plans and specifications of existing construction.

B. Other data and services to be agreed upon in subsequent Work Orders.

III. PERIOD OF SERVICE

A. The CONSULTANT shall begin work promptly after receipt of a fully executed copy of each Work Order.

B. The CONSULTANT's services called for under this Agreement shall be completed in accordance with the schedule contained in each Work Order; provided that, if the CONSULTANT's services are delayed for reasons beyond the CONSULTANT's control, the time of performance shall be adjusted appropriately.

IV. AGREEMENT PERIOD

This Agreement shall be in effect from date of its execution by both parties until April 1, 2018, or until such time as all outstanding work orders issued prior to expiration of this period have been completed. This Agreement may be renewed for an additional one-year period if agreed to in writing by both parties and approved, upon recommendation of the Mayor, by the City Council.

V. GENERAL CONSIDERATIONS

A. All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the CONSULTANT's services performed hereunder shall become the property of the CITY upon receipt by the CONSULTANT of payment from the CITY for services rendered in connection with the preparation of said sketches, tracings, etc. Where documents must be filed with other governmental agencies, the CONSULTANT shall furnish copies to the CITY upon request.

B. The CITY acknowledges that the documents cited in the paragraph above which are provided by the CONSULTANT are not intended for use in connection with any project or purpose other than the project and purpose for which such materials are prepared.

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 CONSULTANT shall be at the CITY's sole risk, and the CONSULTANT shall have no responsibility or liability therefor.

VI. COMPENSATION

A. The CITY shall compensate the CONSULTANT for the services performed per a Work Order that is in accordance with a negotiated lump sum, cost plus fixed fee, or subsequently established hourly rates.

B. Sub-contractual services, if any, shall be invoiced at the actual fees paid by the CONSULTANT, without mark-up.

C. Reimbursable expenses shall be invoiced at the actual expenditures incurred by the CONSULTANT as follows:

1. Expenses of transportation and living when traveling in connection with each Work Order, long distance telephone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the Work Order. (Travel expenses shall be in accordance with the CITY's travel and per diem cost allowance schedule)

2. Expenses of reproductions, postage and handling of drawings and specifications including duplicate sets at the completion of each Work Order for the CITY's review and approval.

3. Expense of overtime work requiring higher than regular rates, only when authorized in writing by the CITY.

4. Expense of models for the CITY's use.

5. Expense of computer time.

6. Expense of Auto Travel at fifty cents per mile.

D. Total compensation for all services and reimbursable expenses shall not exceed the upset limit listed upon each Work Order without written approval.

E. Total compensation for all services and reimbursable expenses shall not exceed \$100,000.00 per Work Order.

VII. PAYMENT

Payments for basic services, sub-contractual services, and reimbursable expenses as defined in Section VI shall be made upon the CITY's approval of the CONSULTANT's invoice. Itemized invoices for reimbursable expenses must be accompanied by valid original receipts.

VIII. RECORDS

Records of reimbursable expenses and expenses pertaining to sub-contractual services required by the Work Order and for personnel expenses shall be kept on a generally recognized accounting basis and shall be available to the CITY or its authorized representative for inspection at mutually-convenient times.

IX. PERSONNEL

The CONSULTANT represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. All personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed for work under this Agreement. The CONSULTANT further certifies that all of its employees assigned to serve the CITY have such knowledge and experience as required to perform the duties assigned to them. Any employee of the CONSULTANT who,

in the opinion of the CITY, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the services under this Agreement.

X. TERMINATION

A. Termination for Cause:

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

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

B. Termination for Convenience.

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

XI. INSURANCE

During the life of the Agreement and any subsequently issued Work Order, the CONSULTANT shall provide, pay for, and maintain with insurance companies satisfactory to the CITY, insurance as indicated in the attached and incorporated Exhibit A.

CONSULTANT shall not commence services pursuant to any subsequently issued Work Order until CONSULTANT has obtained all insurance required. CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Section. All certificates and endorsements are to be received and approved by the CITY before work commences pursuant to any Work Order issued hereunder. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. Acceptance by the CITY of documentation, including without limitation a Certificate of Insurance, provided pursuant to this Agreement and/or any subsequently issued Work Order evidencing the insurance coverages and limits required hereunder does not constitute approval or agreement by the

CITY that the insurance requirements have been met or that the insurance policies shown on same are in compliance with the requirements of this Agreement and/or any subsequently issued Work Order. CONSULTANT shall furnish the CITY with renewal certificates and additional insured endorsements for commercial general liability prior to expiration of such insurance, which will comply with the requirements of this Agreement and/or any subsequently issued Work Order. Upon the request of the CITY from time to time, CONSULTANT will provide the CITY with complete, certified copies of all policies as well as any subsequent policies and endorsements which CONSULTANT is required to procure and maintain.

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(s) to which this Agreement or subsequent Work Order pertains shall have any personal interest, direct or indirect, in this Agreement.

XIII. INTEREST OF THE CONSULTANT

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

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

XIV. COMPLIANCE WITH LAWS

A. The CONSULTANT shall comply with the applicable requirements of Federal, State or local laws rules, regulations, and resolutions, including without limitation Codes and Ordinances of the CITY as amended from time to time together with keeping and maintaining in full force and effect during the term of this Agreement and any subsequently issued Work Order all licenses/certificates of authorization required pursuant to applicable law, including without limitation those required by Chapters 471, 481, and 489, Florida Statutes.

B. When a Work Order involves E.P.A. Grant eligible work, the provisions of 40 CFR, Part 35, Appendix C-1, shall become a part of this Agreement through that Work Order as if in haec verba included, and such provisions shall supersede any conflicting provisions of this Agreement for work performed under said Work Order.

C. For Work Orders involving work under other Federal or State Grantors or Approving Agencies, the CITY and the CONSULTANT shall review and approve the applicable required provisions or any other supplemental provisions as may be included in each Work Order.

D. Truth-In-Negotiation Certification: The CONSULTANT certifies that the wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of the execution of the Agreement of which this Certificate is a part. The original price and any additions thereto shall be adjusted to exclude any significant sums by which the CITY determines the Agreement amount was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs and that such original Agreement adjustments shall be made within one (1) year following the end of the Agreement.

XV. ASSIGNABILITY

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

XVI. EQUAL EMPLOYMENT

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

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

B. All solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, must state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, sex, sexual orientation, family status, marital status, handicap, or national origin.

XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM

A. The CONSULTANT shall endeavor to utilize City of Tampa Certified Small Local Business Enterprise, SLBE, subconsultants, subcontractors or suppliers.

B. The CITY shall make available a list of Certified SLBE & W/MBE businesses.

C. At the time of the submission of its proposals, the CONSULTANT shall submit to the CITY a report on forms "DMI-Solicited" and "DMI-Utilized" of any subconsultants, subcontractors or suppliers.

At the time of submission of its invoices, the CONSULTANT shall submit to the CITY a report on form "DMI-Payments" of all sub-consultant contract amounts and payments along with and any other completed reports or forms as may be required by the CITY.

XVIII. CITY CODE OF ETHICS

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

XIX. NEGATION OF AGENT OR EMPLOYEE STATUS

The CONSULTANT shall perform this Agreement as an independent contractor; and nothing contained herein shall in any way be construed to constitute the CONSULTANT or the assistants of the CONSULTANT to be representatives, agents, subagents, or employees of the CITY or any political subdivision of the State of Florida. The CONSULTANT certifies the CONSULTANT's understanding that the CITY is not required to withhold any federal income tax, social security tax, state and local tax, to secure workers' compensation insurance or employer's liability insurance of any kind or to take any other action with respect to the insurance or taxes of the CONSULTANT and assistants of the CONSULTANT.

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

XX. SEVERABILITY

If any provision of this Agreement is determined to be invalid, unequal or unenforceable, the remaining provision of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable to the extent permitted by law.

XXI. CHOICE OF LAW

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

XXII. DESIGNATION OF FORUM

Any party bringing a legal action or proceeding against any other 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 party for the approval and authorization of this Agreement have been properly completed, and that the persons who have executed the Agreement on behalf of each party are authorized and empowered to execute said Agreement.

XXIV. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between the parties and there are no promises or understandings other than those stated herein. This Agreement shall secure CONSULTANT's performance of any and all Work Orders entered into between the parties following the date of this Agreement and prior to expiration or earlier termination of this Agreement. In the event of a conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits or any other document referred to or incorporated into this Agreement by reference, and unless otherwise specified herein, then this Agreement will prevail.

XXV. INDEMNIFICATION

To the greatest extent permitted by law, including §725.08, Florida Statutes, CONSULTANT shall indemnify and hold harmless the CITY, its officers and employees, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligent acts, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement and any subsequently issued Work Order. CONSULTANT'S obligation under this Section shall not be limited in any way by the agreed upon compensation, or the CONSULTANT'S limit of, or lack of, sufficient insurance protection and shall apply to the full extent that it is caused by the negligence, acts, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in its performance of this Agreement and any subsequently issued Work Order.

XXVI. ESTOPPLE/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 estoppels of any subsequent violation of this Agreement.

XXVII. BUDGET APPROPRIATIONS

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

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

ATTEST:

CITY:
CITY OF TAMPA

(SEAL) City Clerk/Deputy City Clerk

By: _____
Bob Buckhorn, Mayor

ATTEST:

CONSULTANT:
Official Corporate Name

By: _____

By: _____

(SEAL)

Name: _____

Name: _____

Title: _____

Title: _____

(Pres., V-Pres., Partner, Owner, Member)

Corporation () LLC () Partnership ()

() License No.: _____

() Certificate of Authorization No. _____

APPROVED AS TO LEGAL SUFFICIENCY

Rachel S. Peterkin
Assistant City Attorney

The execution of this document was authorized by
Resolution No. 2016 - ____

(NOTE: Corporate signer **must be** corporate officer **or** attach copy of authorization to sign on behalf of the corporation. Attester **must be** a corporate officer, notary public, **or** attach copy of authorization to sign on behalf of the corporation.

Exhibit A

CITY OF TAMPA INSURANCE REQUIREMENTS

During the life of the award/contract the Awardee/Contractor shall provide, pay for, and maintain insurance with companies authorized to do business in Florida, with an A.M. Best rating of B+ (or better) Class VII (or higher), or otherwise be acceptable to the City if not rated by A.M. Best. All insurance shall be from responsible companies duly authorized to do business in the State of Florida.

All commercial general liability insurance policies (and Excess or Umbrella Liability Insurance policies, if applicable) shall provide that the City is an additional insured as to the operations of the Awardee/Contractor under the award/contract including the additional insured endorsement, the subrogation waiver endorsement, and the Severability of Interest Provision. In lieu of the additional named insured requirement, if the Awardee/Contractor's company has a declared existing policy which precludes it from including additional insureds, the City may permit the Contractor to purchase an Owners and Contractors Protective Liability policy. Such policy shall be written in the name of the City at the same limit as is required for General Liability coverage. The policy shall be evidenced on an insurance binder which must be effective from the date of issue until such time as a policy is in existence and shall be submitted to the City in the manner described below as applicable to certificates of insurance.

The insurance coverages and limits required must be evidenced by a properly executed Acord 25 Certificate of Insurance form or its equivalent. Each Certificate must be personally manually signed by the Authorized Representative of the insurance company shown in the Certificate with proof that he/she is an authorized representative thereof. Thirty days' written notice must be given to the City of any cancellation, intent not to renew, or reduction in the policy coverages, except in the application of the aggregate liability limits provisions. Should any aggregate limit of liability coverage be reduced, it shall be immediately increased back to the limit required by the contract. The insurance coverages required herein are to be primary to any insurance carried by the City or any self-insurance program thereof.

The following coverages are required:

A. Commercial General Liability Insurance shall be provided on the most current Insurance Services Office (ISO) form or its equivalent. This coverage must be provided to cover liability arising from premises and operations, independent contractors, products and completed operations, personal and advertising injury, contractual liability, and XCU exposures (if applicable). Completed operations liability coverage shall be maintained for a minimum of one-year following completion of work. The amount of Commercial General Liability insurance shall not be less than the amount specified.

(a) \$1,000,000 per occurrence and a \$2,000,000 general aggregate for projects valued at \$2,000,000 or less. General aggregate limit for projects over that price shall equal or exceed the price of the project. An Excess or Umbrella Liability insurance policy can be provided to meet the required limit. Risk Management may be contacted for additional information regarding projects of this nature.

B. Automobile Liability Insurance shall be maintained in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. The amount of Automobile Liability Insurance shall not be less than the amount specified.

(a) \$500,000 combined single limit each occurrence bodily injury & property damage- for projects valued at \$100,000 and under

(b) \$1,000,000 combined single limit each occurrence bodily injury & property damage – for projects valued over \$100,000

C. Worker's Compensation and Employer's Liability Insurance shall be provided for all employees engaged in the work under the contract, in accordance with the Florida Statutory Requirements. The amount of the Employer's Liability Insurance shall not be less than:

(a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee – for projects valued at \$100,00 and under

(b) \$1,000,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each –for projects valued over \$100,000

D. Excess Liability Insurance or Umbrella Liability Insurance may compensate for a deficiency in general liability, automobile, or worker's compensation insurance coverage limits. If the Excess or Umbrella policy is being provided as proof of coverage, it must name the City of Tampa as an additional insured (**IF APPLICABLE**).

E. Builder's Risk Insurance, specialized policy designed to cover the property loss exposures that are associated with construction of buildings. The amount of coverage should not be less than the amount of the project. **(IF APPLICABLE)**.

F. Installation Floater- a builder's risk type policy that covers specific type of property during its installation, is coverage required for highly valued equipment or materials such as compressors, generators, or other machinery that are not covered by the builder's risk policy **(IF APPLICABLE)**.

G. Longshoreman's & Harbor Worker's Compensation Act/Jones Act coverage shall be maintained for work being conducted upon navigable water of the United States. The limit required shall be the same limit as the worker's compensation/employer's liability insurance limit **(IF APPLICABLE)**.

H. Professional Liability shall be maintained against claims of negligence, errors, mistakes, or omissions in the performance of the services to be performed and furnished by the Awardee/Contractor or any of its subcontractors when it acts as a DESIGN PROFESSIONAL. The amount of coverage shall be no less than amount specified **(IF APPLICABLE)**.

(a) \$1,000,000 per incident and general aggregate. Note all claims made policies must provide the date of retroactive coverage.

The City may waive any or all of the above referenced insurance requirements based on the specific nature of goods or services to be provided under the award/contract.

ADDITIONAL INSURED - The City must be included as an additional insured by on the general and (Excess or Umbrella liability policies) if applicable. Alternatively, the Contractor may purchase a separate owners protective liability policy in the name of the City in the specified amount as indicated in the insurance requirements.

CLAIMS MADE POLICIES - If any liability insurance is issued on a claims made form, Contractor agrees to maintain uninterrupted coverage for a minimum of one year following completion and acceptance of the work either through purchase of an extended reporting provision, or through purchase of successive renewals with a retroactive

date not later than the beginning of performance of work for the City. The retroactive date must be provided for all claims made policies.

CANCELLATION/NON-RENEWAL - Thirty (30) days written notice must be given to the City of any cancellation, intent to non-renew or material reduction in coverages (except aggregate liability limits). However, ten (10) days notice may be given for non-payment of premium. Notice shall be sent to the City of Tampa Department of Public Works, 306 E. Jackson Street, Tampa, FL 33602.

NUMBER OF POLICIES - General and other liability insurance may be arranged under single policies for the full amounts required or by a combination of underlying policies with the balance provided by an excess or umbrella liability insurance policy.

WAIVER OF SUBROGATION - Contractor waives all rights against City, its agents, officers, directors and employees for recovery of damages to the extent such damage is covered under the automobile or excess liability policies.

SUBCONTRACTORS - It is the Contractor's responsibility to require all subcontractors to maintain adequate insurance coverage.

PRIMARY POLICIES - The Contractor's insurance is primary to the City's insurance or any self insurance program thereof.

RATING - All insurers shall be authorized to do business in Florida, and shall have an A.M. Best rating of B+ (or better), Class VII (or higher), or otherwise be acceptable to the City if not rated by A.M. Best.

DEDUCTIBLES - The Contractor is responsible for all deductibles. In the event of loss which would have been covered but for the presence of a deductible, the City may withhold from payment to Contractor an amount equal to the deductible to cover such loss should full recovery not be obtained under the insurance policy.

INSURANCE ADJUSTMENTS - These insurance requirements may be increased, reduced, or waived at the City's sole option with an appropriate adjustment to the Contract price.

Document updated on 12/22/2009 by RLD (Risk Management)



Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) Solicited Form (Form MBD-10)

This form must be submitted with all bids or proposals. All subcontractors (regardless of ownership or size) solicited and subcontractors from whom unsolicited quotations were received must be included on this form. The instructions that follow correspond to the headings on the form required to be completed. Note: Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts when Goal has been established.

- **Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business.
- **Address.** The physical address of your business.
- **Federal ID.FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Firms were contacted/solicited for this contract.** Checking the box indicates that a pre-determined Subcontract Goal was not set by the City resulting in your business not using subcontractors and will self-perform all work. If during the performance of the contract you employ subcontractors, the City must pre-approve subcontractors. Use of the “Sub-(Contractors/Consultants/Suppliers) Payments” form must be submitted with your invoices. Note: Certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors.
- **No Firms were contacted because.** Provide brief explanation why no firms were contacted/solicited.
- **See attached documents.** Check box, if after you have completed the DMI Form in its entirety, you are providing any additional documentation relating to the form. All DMI data not submitted on the MBD Form-10 must be in the same format and have all requested data from MBD Form-10 included.

The following instructions are for information of any and all subcontractors solicited.

- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as Women/Minority Business Enterprise.
- **Federal ID.FIN.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials** Indicate the trade, service, or material provided by the subcontractor. NIGP codes are listed at top section of document.
- **Contact Method L=letter, F=fax, E=Email, P=Phone.** Indicate with letter the method of soliciting for bid.
- **Quote or Resp. (response) Rec’d (received) Y/N.** Indicate “Y” Yes if you received a quotation or if you received a response to your solicitation. Indicate “N” No if you received no response to your solicitation from the subcontractor.

If any additional information is required or you have any questions, you may call the Minority Business Development Office at (813) 274-5522.



Page 4 of 4DMI – Solicited/Utilized

Instructions for completing **The Sub-(Contractors/Consultants/ Suppliers) to be Utilized Form (Form MBD-20)**

This form must be submitted with all bids or proposals. All subcontractors projected to be utilized must be included on this form.

- **Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business.
- **Address.** The physical address of your business.
- **Federal ID.FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Subcontracting (of any kind) will be performed on this contract.** Checking box indicates your business will not use subcontractors when no Subcontract Goal has been set by the City, but will self-perform all work. When subcontractors are utilized during the performance of the contract, the “Sub-(Contractors/Consultants/Suppliers) Payments” form must be submitted with your invoices. Note: Certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors.
- **See attached documents.** Check if you have provided any additional documentation relating to the utilization of subcontractors.
-

The following instructions are for information of Any and All subcontractors to be utilized.

- **Federal ID.FIN.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as Women/Minority Business Enterprise.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials (NIGP code if Known)** Indicate the trade, service, or material provided by the subcontractor. NIGP codes are available at <http://www.tampagov.net/mbd>.
- **Amount of Quote, Letters of Intent** (required for both SLBEs and WMBEs)
- **Percent of Work/Contract.** Indicate the percent of the total contract price the subcontract(s) represent.
- **Total Subcontract/Supplier Utilization.** – Provide total dollar amount of all subcontractors/suppliers projected to be used for the contract. (Dollar amounts may not apply to CCNA proposals.)
- **Total SLBE Utilization.** Provide total dollar amount for all projected SLBE subcontractors/Suppliers used for this contract. (Dollar amounts may not apply to CCNA proposals.)
- **Total WMBE Utilization.** Provide total dollar amount for all projected WMBE subcontractors/Suppliers used for this contract. (Dollar amounts may not apply to CCNA proposals.)
- **Percent SLBE Utilization.** Total amount allocated to SLBEs divided by the total bid amount. (Dollar amounts may not apply to CCNA proposals.)
- **Percent WMBE Utilization.** Total amount allocated to WMBEs divided by the total bid/proposal amount. (Dollar amounts may not apply to CCNA proposals.)

If any additional information is required or you have any questions, you may call the Minority Business Development Office at (813) 274-5522.



Page 1 of 2 –DMI Payment
City of Tampa – DMI Sub-(Contractors/Consultants/Suppliers) Payments
(FORM MBD-30)

[] Partial [] Final

Contract No.: _____ WO#, (if any): _____ Contract Name: _____

Contractor Name: _____ Address: _____

Federal ID: _____ Phone: _____ Fax: _____ Email: _____

GC Pay Period: _____ Payment Request/Invoice Number: _____ City Department: _____

Total Amount Requested for pay period: \$ _____ Total Contract Amount (including change orders): \$ _____

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 S = SLBE

Type	Trade/Work Activity	Federal ID	Total Sub Contract Or PO Amount	Amount Paid To Date	Amount To Be Paid For This Period
[] Sub [] Supplier				Amount Pending Previously Reported	Sub Pay Period Ending Date
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

(Modifying This Form or Failure to Complete and Sign May Result in Non-Compliance)

Certification: I hereby certify that the above information is a true and accurate account of payments to sub – contractors/consultants on this contract.

Signed: _____ Name/Title: _____ Date: _____



Page 2 of 2 – DMI Payment
Instructions for completing The DMI Sub-(Contractors/Consultants/ Suppliers) Payment Form
(Form MBD-30)

This form must be submitted with all invoicing or payment requests where there has been subcontracting rendered for the pay period. If applicable, after payment has been made to the subcontractor, “Waiver and Release of Lien upon Progress Payment”, “Affidavit of Contractor in Connection with Final Payment”, or an affidavit of payment must be submitted with the amount paid for the pay period. The following will detail what data is required for this form. The instructions that follow correspond to the headings on the form required to be completed. **(Modifying or omitted information from this form my result in non-compliance).**

- **Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.
- **W.O.#** If the report covers a work order number (W.O.#) for the contract, please indicate it in that space.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business.
- **Address.** The physical address of your business.
- **Federal ID.** A number assigned to a business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **Pay Period.** Provide start and finish dates for pay period. (e.g. 05/01/13 – 05/31/13)
- **Payment Request/Invoice Number.** Provide sequence number for payment requests. (ex. Payment one, write 1 in space, payment three, write 3 in space provided.)
- **City Department.** The City of Tampa department to which the contract pertains.
- **Total Amount Requested for pay period.** Provide all dollars you are expecting to receive for the pay period.
- **Total Contract Amount (including change orders).** Provide expected total contract amount. This includes any change orders that may increase or decrease the original contract amount.
- **Signed/Name/Title/Date.** This is your certification that the information provided on the form is accurate.
- **See attached documents.** Check if you have provided any additional documentation relating to the payment data. Located at the bottom middle of the form.
- **Partial Payment.** Check if the payment period is a partial payment, not a final payment. Located at the top right of the form.
- **Final Payment.** Check if this period is the final payment period. Located at the top right of the form.

The following instructions are for information of any and all subcontractors used for the pay period.

- **(Type) of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business or SLBE.
- **Trade/Work Activity.** Indicate the trade, service, or material provided by the subcontractor.
- **SubContractor/SubConsultant/Supplier.** Please indicate status of firm on this contract.
- **Federal ID.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Total Subcontract Amount.** Provide total amount of subcontract for subcontractor including change orders.
- **Amount Paid To Date.** Indicate all dollars paid to date for the subcontractor.
- **Amount Pending, Previously Reported.** Indicate any amount previously reported that payments are pending.
- **Amount To Be Paid for this Period.** Provide dollar amount of dollars requested for the pay period.
- **Sub Pay Period Ending Date.** Provide date for which subcontractor invoiced performed work.

Forms must be signed and dated or will be considered incomplete. The company authorized representative must sign and certify the information is true and accurate. Failure to sign this document or return the document unsigned can be cause for determining a company is in non-compliance of Ordinance 2008-89.

If any additional information is required or you have any questions, you may call the Minority Business Development Office at (813) 274-5522.