

Agmt

RESOLUTION NO. 2017- 545

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$4,076,468 BETWEEN THE CITY OF TAMPA AND KIMMINS CONTRACTING CORP. IN CONNECTION WITH CONTRACT NO. 17-C-00002; UPPER PENINSULA WATERSHED DRAINAGE IMPROVEMENTS (DALE MABRY/HENDERSON TRUNKLINE) DESIGN-BUILD; AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE.

WHEREAS, via the competitive selection process in accordance with Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act and consistent with Federal procurement policies, the City of Tampa (City) selected Kimmins Contracting Corp. (Firm) to provide professional services in connection with Contract 17-C-00002; Upper Peninsula Watershed Drainage Improvements (Dale Mabry/Henderson Trunkline) Design-Build, (Project) as detailed in the Agreement for Design-Build Initial Services (Agreement); and

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

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

NOW, THEREFORE,

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

Section 1. That the Agreement for Design-Build Initial Services between the City of Tampa and Kimmins Contracting Corp. in connection with Contract 17-C-00002; Upper Peninsula Watershed Drainage Improvements (Dale Mabry/Henderson Trunkline) 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.

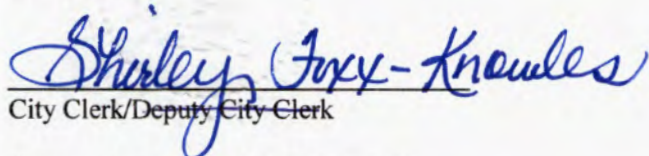
Section 2. That the Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk to attest and affix the official seal of the City of Tampa to, said Agreement on behalf of the City of Tampa.

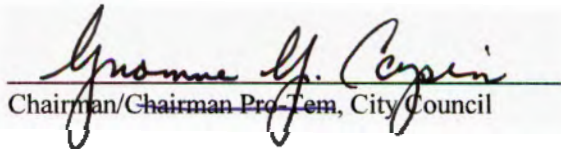
Section 3. This will provide \$3,626,468 for professional services for the Upper Peninsula Watershed Drainage Improvements - Dale Mabry/Henderson Trunkline project to be used by the Stormwater Department within the Community Investment Tax Series 2016 Bond Fund and \$450,000 of Grant proceeds from the Southwest Florida Water Management District within the SWFWMD Grants 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 JUN 22 2017.

ATTEST:


City Clerk/Deputy City Clerk


Chairman/Chairman Pro Tem, City Council

Approved as to Legal Sufficiency by
Rachel S. Peterkin, Assistant City Attorney

4/2017-13

AGREEMENT FOR DESIGN-BUILD INITIAL SERVICES

THIS AGREEMENT, made and entered into at Tampa, Florida, this _____ day of _____, 201__, 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: Kimmins Contracting Corp., a Florida corporation, hereinafter referred to as "Firm", with an FIEN of 16-0810270.

WITNESSETH:

WHEREAS, the City desires to engage the Firm to perform certain services pertinent to such work which shall be referred to as Contract 17-C-00002; Upper Peninsula Watershed Drainage Improvements (Dale Mabry/Henderson Trunkline) 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 eight percent (8%) 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 twelve months after issuance of the Notice to Proceed.

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

IV. GENERAL CONSIDERATIONS

A. All original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the Firm's services under this Agreement shall become and remain the property of the City upon receipt of payment by the Firm from the City for services rendered in connection with the

preparation of said sketches, tracings, etc. Where such documents are required to be filed with governmental agencies, the Firm will furnish copies to the City upon request.

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

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

V. COMPENSATION

The City shall compensate the Firm for the pre-Design-Build services performed under this Agreement in the amount of \$4,076,468 in accordance with **Exhibit B**.

VI. PAYMENT

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

VII. RECORDS

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

With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection, or copying purposes at any time during normal business hours at a location within Hillsborough County, Florida as often as the City, HUD, 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 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**. Notwithstanding anything herein or therein, Firm specifically acknowledges that for purposes of this Agreement paragraph G of Exhibit C, entitled Architects & Engineers Liability/ Professional Liability (E&O)/ Contractors Professional Liability (CPrL)/ Medical Malpractice Insurance, is deleted in its entirety and replaced with the following new paragraph G:

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 \$2M per occurrence and a general aggregate limit that equals or exceeds \$5M; deletion of design/ build liability exclusions, as applicable, and maintained for at least 4 years from and after completion of the work (Total Work) contemplated under this Agreement together with any work contemplated pursuant to the intended subsequent agreement between the City and Firm regarding setting of the GMP and services beyond the initial services contemplated in this Agreement which if entered into together would make up the complete design-build of the Project as contemplated in the Project RFQ and the City's acceptance of said Total Work.

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, subconsultants 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/ subconsultants /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, subconsultants, 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

Indemnity. "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 \$750,000.00 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 \$750,000.00 during an operating year, the Firm shall provide the City with its annual financial statement within ninety (90) days of the end of its operating year. Said financial statement shall be prepared by an actively licensed certified public accountant.

State Single Audit: Each nonstate entity shall comply with all applicable requirements of section 215.97, F.S., and Audit Requirements. A State single audit is required if a nonstate entity expends \$500,000 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 the 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 1666.241, Florida Statutes, and is not authorized to contract for expenditures in any fiscal year except in pursuance of budgeted appropriations. With respect to this Agreement, the City has budgeted and appropriated sufficient monies to fund the City's obligations under this Agreement. The obligations of the City hereunder shall not constitute a general indebtedness of the City within the meaning of the Florida Constitution.

XXX. SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, prohibits agencies or local governmental entities from contracting with companies for goods or services of \$1,000,000 or more 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, created pursuant to Section 215.473, Florida Statutes, or is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, (effective October 1, 2016), or is engaged in a boycott of Israel (effective October 1, 2016), or is engaged in business operations in Cuba or Syria. A company that is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, (effective October 1, 2016) or is engaged in a boycott of Israel (effective October 1, 2016) or is engaged in business operations in Cuba or Syria 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 \$1,000,000 or more. FIRM certifies that it is not in violation of Section 287.135, Florida Statutes. For contracts \$1,000,000 and greater, if the City determines the FIRM submitted a false certification under Section 287.135(5) of the Florida Statutes, or has been placed on the Scrutinized Companies Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, (effective October 1, 2016), or is engaged in a boycott of Israel (effective October 1, 2016), or been engaged in business operations in Cuba or Syria, the City shall either terminate this Agreement after it has given the FIRM notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

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.

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.

KIMMINS CONTRACTING CORP.

CITY OF TAMPA, FLORIDA

By: _____
John L Zemina, Vice President
Authorized Officer or Individual

By: _____
Bob Buckhorn, Mayor (SEAL)

ATTEST:

By: _____
Shirley Foxx-Knowles, City Clerk

Approved as to Legal Sufficiency and authorized
by Resolution No. 201 ____.

Rachel S. Peterkin, Assistant City Attorney

**17-C-00002: Upper Peninsula Watershed Drainage Improvements
(Dale Mabry/Henderson Stormwater Trunkline) Design-Build**

**Exhibit A
Scope of Services**

Exhibit A
Pre-Construction Design Build Services
17-C-00002: Upper Peninsula Watershed Drainage Improvements
Dale Mabry/Henderson Stormwater Trunk Line Design-Build Project
May 2017

Introduction/project description

The **Dale Mabry/Henderson Stormwater Trunk Line Design-Build Project** (the Project) will be designed and constructed to meet the City's objective to alleviate flooding. The Project is located entirely within the City of Tampa, Florida along a roughly 8,100 linear foot corridor which starts at the Estrella Street outfall to Hillsborough Bay, and terminates at the intersection of Dale Mabry Highway and Watrous Avenue.

The Project is in the rights-of-way of the existing roadways within the described corridor, and in general, the new trunk line will be located within the roadway pavement area for the majority of the corridor. Other related work will be performed on the two seawalls that are adjacent to the Estrella Street outfall.

The Project includes design, permitting, construction, public outreach, land survey and related work as specifically described herein for installation of a new major stormwater trunk line that runs the length of the project corridor. The project will reduce the existing flooding during the 2.33 year, 24-hour storm event. The project includes replacement of the impacted roadways and utilities, maintaining existing traffic throughout the project limits, structural design for a new seawall near the outfall; design of sustainable/green infrastructure; a formal tree survey; and a detailed update to the existing XP-SWMM hydraulic model to verify sizing of the trunk line needed to meet the required level of service (LOS). The services included in this scope are limited to the design phase.

The purpose of this document is to describe the scope of work to clarify the responsibilities of Kimmins Contracting Corporation (Firm) and The City of Tampa (City).

The scope of services includes the following tasks:

Task 1 Public Outreach

Public outreach efforts are critical to meeting the City's goals. Stakeholders will include: homeowner associations, schools, small businesses, individual property owners along the corridor, governmental agencies, Southwest Florida Water Management District (SWFWMD), churches, and City. Efforts to be provided by the Firm during the 18-month design period include:

- Development of a Community Awareness Plan (CAP)
 - The CAP will encompass all the activities anticipated in the design and

construction phase. The CAP will define and outline the project approach for Public Involvement and Public Information services from design through construction and serve as a guide to the Firm's staff as they execute this task. It includes:

- **Project Overview:** Project History, Project Description, Community Description, Identifying Community Concerns/Issues)
 - **Identifying target audience and key stakeholders:** Comprehensive Database with contact information and key insights; Detailed plan for public and one-on-one meetings; Message Development; Communicating with Local Elected and Public Officials; Communicating with target audience and key stakeholders; Communicating with the public outside the project area; Meetings and Events; Printed Materials; Internet and Electronic Communication; Construction Schedule/Duration; Maintenance of Traffic; Other Construction Concerns
 - **Metrics – Stakeholder Feedback**
- Hosting of Project specific web site that is hosted by the Firm
 - Project related video (for public information meetings and website)
 - A 24/7 telephone hotline staffed by Firm for public communication
 - Facilitation, coordination, organization, attendance, notifications, documentation and preparation of all exhibits for public outreach meetings, including but not limited to:
 - Two meetings (corridor wide)
 - Focus group meetings
 - Individual homeowner meetings
 - School board
 - City of Tampa Council

Task 2 Data Collection

Data collection activities to be accomplished by the Firm, are as outlined below:

- a. **Geotechnical Services**
 - Geotechnical investigations, analyses and recommendations to support design of the trunk line, utilities, roadway reconstruction, sea wall, and critical temporary walls
 - Contamination Screening Evaluation Report (CSER) (Phase I report)
- b. **Subsurface Utility Explorations (SUE)** – utility explorations to designate and locate horizontal and vertical position (Verified Vertical Horizontals or VVHs) of utilities within the project corridor to facilitate trunkline design, water and wastewater relocates and for overall utility coordination purposes.
- c. **Ecological Field Services and Jurisdictional Delineations** – establishment of wetland jurisdictional limits, coordination with the SWFWMD and preparation of

an environmental memorandum to support the environmental resource permitting.

- d. Design Surveys – full topographic surveys necessary to support the project design; may include bathymetric survey for the outfall at Estrella St.
- e. Tree Survey and Arborist Report – tree survey by street address for all trees greater than 4" in diameter.

Task 3 Mapping

Mapping efforts to be provided by the Firm, include the following:

- a. Sketches and legal descriptions – temporary construction easements for three parcels near the Estrella St outfall.
- b. Jurisdictional surveys – mapping of wetland or other jurisdictional areas.
- c. Subdivision mapping – to support the efforts for sketches and legal descriptions on the three anticipated parcels will locate those subdivision monuments (Permanent Reference Monuments (PRMs), Permanent Control Points (PCPs), and lot corners) necessary to determine the boundaries of the parent parcels that will have temporary construction easements associated with them.
- d. Property support services - assist the City in preparing for acquisition of the three temporary construction easements

Task 4 Hydrologic and Hydraulic Modeling Services

A detailed update to the existing XP-SWMM hydrologic and hydraulic (H&H) model will be performed by the Firm, limited to two (2) storm events – the mean annual, and the 5-year high-intensity. Included are:

Existing Conditions Model Review and Update - for the Upper Peninsula Watershed using XP-SWMM encompassing approximately 6.1 square miles; is generally bounded on the north by I-275, on the south by Euclid Ave, Howard Ave/Lee Roy Selmon Expressway on the east and spans west to Tampa Bay. The contributing area to the project corridor is approximately 2.5 square miles and mainly consists of the Bayway Drive and Cedar Channel Basins.

Proposed Conditions Model Review and Update - Identify hydraulic improvements along the project corridor with the goal of reducing flooding for the two listed storm events using XP-SWMM. In addition to meeting the LOS criteria, XP-SWMM will also be used to demonstrate no adverse impacts downstream and the overall net benefit. The proposed hydraulic analysis will include applicable options to accommodate the needed LOS (i.e. alternative trunk line sizes for consideration). H&H modeling will include the Florida Department of Transportation (FDOT) connection at the eastern end of the project as conceptual only.

A Draft and Final Report will be prepared and submitted. Firm will provide five (5) hard copies and electronic copy in pdf format for staff review for both submissions.

Task 5 Project Management; Design and Construction Plans and Utility Coordination

- a. Project Management - The Firm will provide project management services throughout the anticipated 18-month design stage, including but not limited to attending all meetings, plan document review meetings, engineering estimates, schedule updates, coordination, communication and quality control.

Plans will be submitted by the Firm at the following stages: 60%, 90%, and 100%. The 60% will be used for the SWFWMD cooperative funding activities. Three (3) electronic and hard copy submittals will be made. Anticipated package breakouts are expected for: Estrella, Watrous and Manhattan.

b. Roadway, Stormwater, and Structural Design and Construction Plans

- i. Roadway - preparation of plans to address roadway reconstruction throughout the corridor, including: typical sections, plans, profiles, cross-sections, driveway connections, utility relocation plans, Stormwater Pollution Prevention Plan (SWPPP), traffic signal replacement at Henderson and church (only if required) and details for traffic calming elements per details provided by the City (speed tables, median dividers, sidewalk connectivity).
- ii. Stormwater - design and plans for roadway drainage improvements to improve the collection system up to the 2.33 year, 24-hour storm event within the described roadway corridor (Watrous, Manhattan and Estrella) which will include: drainage maps, drainage structure summary sheets, drainage structure details as necessary for construction, and up to five (5) water quality elements (baffle boxes, bio-retention swales, pervious pavement for parking).
- iii. Structural - inclusion of FDOT standard details for precast box culverts applied to the project limits, with special detailing for the following: end treatments, alignment shifts, connections to other structures, conflict structures, bricked opening at Dale Mabry. Structural efforts also to include temporary sheeting and shoring to minimize vibration impacts to adjacent properties during construction and replacement seawall at the Estrella outfall.
- iv. Signing and Pavement Marking - prepare plan sheets for project impacted areas, showing replacement pavement markings and signage to be installed on the project. Pavement markings and signs shall conform to the Manual on Uniform Traffic Control Devices. Signing and Marking Plans shall include, but not be limited to, the following: General Notes Sheet(s), Plan Sheet(s), and Special Marking Detail sheets.
- v. Technical Specifications - The standard project construction specifications shall be those provided by the City. For construction activities where a standard does not exist, the Firm will prepare technical special provisions.

- c. Maintenance of Traffic Design and Construction Plans - prepare plan sheets, notes and details to move vehicular and pedestrian traffic during all phases of construction. This may include details for ingress and egress to existing properties, temporary signing and pavement markings, dynamic message signs, and detour routes.
- d. Landscape Design and Construction Plans – development of plans to mitigate for loss of landscape and tree materials impacted by the project. Included: location and type of plant materials to be installed, limited to replace species that will be directly impacted by project construction and generally be consistent with the vegetation currently located on the corridor. Based upon construction techniques and limits of construction (trunk line and relocated utilities) – provide an opinion on impact of tree by the construction activities (root line and vertical).
- e. Design of Sustainable Concepts - Based on City input the Firm will incorporate green solutions into the project to the extent practical and to the extent that aligns with the City's budgetary constraints for the sustainable features. No more than three (3) plan sheets are included in the scope relative to this effort.
- f. Utility Coordination Services - The Firm will provide utility communication and coordination efforts during the design stage including: preparation of utility conflict matrix; scheduling, performing and documenting utility coordination meetings at each phase of design; field meetings; distribution of plans; preparation and certification of utility work schedule and utility certification letters.
- g. Driveway Replacement – Several driveways will likely be impacted during construction of this project and will require repair during the construction phase, driveway replacement for impacted areas will be limited to City or FDOT standard details)

Task 6 Water and Wastewater Design and Construction Plans

The Firm shall provide design, construction plans, and permitting services for impacted City owned water and wastewater mains along Estrella St, Manhattan Ave, and Watrous Ave. Services are limited to replacement for conflicted areas only and are based upon sizing as provided by the City (no hydraulic modeling or capacity calculations are included)

Task 7 Permitting

- a. **Permitting** - The Firm shall be responsible for the preparation of the anticipated permits listed below:

- Southwest Florida Water Management District (SWFWMD): Environmental Resources Permit (ERP)
- Florida Department of Environmental Protection (FDEP) - National Pollutant Discharge Elimination Systems Permit (NPDES) – SWPPP
- Notification/Application for Construction a Domestic Wastewater Collection/Transmission System:
- Notice of Intent to Use the General Permit for Construction of Water Main Extensions for Public Water Systems (PWSs):
- Florida Department of Transportation - Right-of-way Utilization Permits
- Hillsborough County Public Works Department - Right-of-way Utilization Permits
- Hillsborough County Department of Natural Resources - Land Alteration / Tree Preservation (LAL) Permit
- City of Tampa
 - Tree Removal/Relocation Permit
 - Right of Way Utilization Permit
- Dredging Permit at the point of outfall, based upon plans prepared by others.

Exclusions and Assumptions

Exclusions - The following items are excluded from the Firm's Scope of Work, and will be considered additional services.

- Details concerning upgrades to existing signage and marking geared towards community enhancement efforts
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- H&H modeling tasks or updates to adjacent watersheds, i.e. beyond the Upper Peninsula Watershed and/or boundary conditions.
- Cathodic protection
- Dredging design and construction activities within and surrounding the Estrella canal; including modifications to designs, shop drawings and other items as may be identified in permit conditions.
- Determination of the potential for sinkhole activity and remediation if identified with geotechnical surveys included with the scope of work.
- Design related to individualized or special driveway replacement
- City of Tampa MS4 reporting or permit activities

Assumptions - The following assumptions were made in the creation of this scope:

- It is assumed that there are no threatened or endangered species (flora or fauna) impacted by the project. However, no detailed environmental surveys, data collection, analyses or mitigation efforts are anticipated outside of that activity.
- It is assumed that there are no other significant or historical features along the corridor which would require investigation, design, and/or permitting along the corridor, including but not limited to: archeological, social/economic, noise, and 4F (specifically issues governed by Section 4(f) of the *Policy Paper* supplements to the Federal Highway Administration's (FHWA) regulations governing the use of land from publicly owned parks, recreation areas, wildlife and waterfowl refuges, and public or private historic sites for Federal highway projects).
- Based on SWFWMD and City input, the SWFWMD review (third party and cooperative funding) will require a minimum of four (4) weeks to review and up to six (6) weeks based on the timing of the SWFWMD board meetings.

City Responsibilities - In addition to what is specifically reference in the tasks, the following items are to be provided, or performed by the City:

- Provide available right of way mapping information (public right of way, easements, utility encumbrances) within the corridor
 - Existing Utility City agreements within the corridor
 - Phased reviews of plans, reports, and documents in a timely manner in accordance with the given schedule (2-week maximum)
 - Applicable standards for traffic calming features; listing of elements/upgrades desired and where they are to be located
 - Pavement design desired for each roadway segment (specifically, pervious pavement used on other City areas (Manhattan))
- Permitting support including approval of contacts with permitting agencies, facilitation of appropriate signatures on application forms

Appendix A: Provisions for Work

The following standards and provisions will be utilized during design. All work shall be prepared with English units in accordance with the latest editions of standards and requirements (latest refers to printing at the time of the NTP) which include, but are not limited to:

General

- ADA Standards for Accessible Design
- AASHTO – A Policy for Geometric Design of Highways and Streets
- AASHTO – Highway Safety Manual
- Rule Chapter 5J-17, F.A.C., Minimum Technical Standards for Professional Surveyors and Mappers
- Rule Chapter 620302, F.A.C. Surface Water Quality Standards
- Applicable Code of Federal Regulations (C.F.R)
- Applicable Florida Administrative Codes (F.A.C)
- Florida Statutes (F.S.) Chapters 20, 120, 215, 373, 455 and other applicable chapters
- Florida CITY of Business & Professional Regulation Rules
- FDOT Plans Preparation Manual (only if work occurs adjacent to FDOT ROWs)
- FDOT Greenbook (in non FDOT ROW areas).
- FDOT Design Standards for Design, Construction and Maintenance Operations on the State Highway System
- City of Tampa Pavement/Right of Way Restoration Requirements (Rev, 2012)
- FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Green book)
- FDOT Materials Manual
- FDOT Procedures and Policies
- FDOT Standard Specifications for Road and Bridge Construction
- FDOT Utility Accommodation Manual
- FHWA – Manual on Uniform Traffic Control Devices (MUTCD)
- FHWA – NCHRP Report 672, roundabouts: An Informational Guide
- Applicable Florida Statutes (F.S.)
- City of Tampa Transportation Technical Manual
- FDOT – Florida Intersection Design Guide

Drainage Related

- City of Tampa Stormwater Technical Standards Manual for Public Development Projects
- City of Tampa Stormwater Standard Details
- FDOT Drainage manual
- FDOT Drainage Design Guide

- FDOT Erosion and Sediment Control Manual

Surveying and Mapping

- All applicable Florida Statutes and Administrative Codes
- Applicable Rules, Guidelines codes and authorities of other Municipal, county, State and Federal Agencies
- FDOT Aerial Surveying Standards for Transportation Projects, Topic 550-020-002
- FDOT Right of Way Mapping Handbook
- FDOT Surveying Procedure Topic 550-030-101
- FDOT Transportation Right of Way Procedures Manual
- FDOT Transportation Surveying Handbook
- Right of Way Mapping Procedure 550-030-015

Traffic Engineering and Operations and ITS

- AASHTO – An Informational Guide for Highway Lighting
- AASHTO – Guide for Development of Bicycle Facilities
- FHWA Standard Highway Signs Manual
- FDOT – Florida Roundabout Guide
- FDOT Manual on Uniform Traffic Studies (MUTS)
- FDOT Median Handbook
- FDOT Traffic Engineering manual
- Minimum Specifications for Traffic Control Signal Devices
- National Electric Safety Code
- National Electric Code
- American Institute of Steel construction (AISC) Manual of Steel Construction, referred to as “AISC specifications”
- American National Standards Institute (ANSI) RP-8-00 Recommended practice for Roadway Lighting

Structures Related

- American National Standards Institute (ANSI) RP-8-00 Recommended practice for Roadway Lighting
- Structures Related
- AASHTO LRFD Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, and interims.
- FDOT Structures Manual
- FDOT Structures Detailing Manual
- FDOT Structures Design Office Temporary Design Bulletins

Geotechnical

- FHWA Checklist and Guidelines for Review of geotechnical reports and Preliminary Specifications
- Manual of Florida Sampling and Testing Methods

- Soils and Foundation Handbook

Landscape Architecture

- Florida CITY of Agriculture and Consumer Services Grades and Standards for Nursery Plants
- City of Tampa, Chapter 13, Tree and Landscape Code, Technical Manual

**17-C-00002: Upper Peninsula Watershed Drainage Improvements
(Dale Mabry/Henderson Stormwater Trunkline) Design-Build**

**Exhibit B
Fee Schedule**

Exhibit B - Fee Schedule
17-C-00002: Upper Peninsula Watershed Drainage Improvements
(Dale Mabry/Henderson Stormwater Trunkline) Design-Build Project

Task #	ELEMENT & TASK DESCRIPTIONS	FEE
1.0	Public Outreach	\$483,628
2.0	Data Collection	\$407,123
2.1	Geotechnical Services	\$138,385
2.2	Subsurface Utility Exploration	\$136,346
2.3	Ecological Field Services and Jurisdictional Delineations	\$5,880
2.4	Design Survey Services	\$113,098
2.5	Existing Tree Survey and Arborist Report	\$13,414
3.0	Mapping	\$88,130
3.1	Sketch and Legal Descriptions	\$16,800
3.2	Jurisdictional Surveys	\$8,008
3.3	Subdivision Mapping	\$26,122
3.4	Property Support Services	\$37,200
4.0	Hydrologic and Hydraulic Modeling	\$94,593
5.0	Design Plans	\$1,805,731
5.1	Project Management	\$402,026
5.2	Roadway, Stormwater, & Structural Design & Construction Plans	\$932,401
5.2.1	Roadway Design Plans	\$322,456
5.2.2	Roadway Drainage Analysis and Construction Plans	\$344,045
5.2.3	Structural Design and Construction Plans	\$212,640
5.2.4	Signing and Pavement Construction Plans	\$31,610
5.2.5	Technical Specifications	\$21,650
5.3	Maintenance of Traffic Construction Plans	\$88,034
5.4	Landscape Design and Construction Plans	\$197,090
5.5	Design of Sustainable Concepts	\$87,680
5.6	Utility Coordination	\$98,500
6.0	Water and Sewer Design and Construction Plans	\$678,300
7.0	Permitting Services	\$40,877
8.0	Strategist Project Support Services, LLC	\$25,000
9.0	Kimmins	\$453,087
Total for Design Fees		\$4,076,468

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, subtenants, or subcontractors (which term includes sub-consultants, as applicable) of any tier subject to the terms and conditions of this document. Firm's maintenance of insurance coverage as required herein is a material element of the Agreement and the failure to maintain or renew coverage or provide evidence of same (defined to include without limitation Firm's affirmative duty to provide from time to time upon City's request certificates of insurance, complete and certified copies of Firm's insurance policies, forms, and endorsements, information on the amount of claims payments or reserves chargeable to the aggregate amount of coverage(s) whether during the term of the Agreement or after as may be requested by the City in response to an issue or potential claim arising out of or related to the Agreement to which Firm's insurance obligations hereunder may apply or possibly help mitigate) may be treated as a material breach of the Agreement. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without any obligation or waiver of its rights) may (i) terminate the Agreement or (ii) purchase such coverages as City deems necessary to protect 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 INSURANCE¹

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 Floater coverage for property (usually highly valued equipment or materials such as compressors, generators, etc.) during its installation. Coverage must be "All Risk" including installation and transit for no less than 100% of the installed replacement cost value. **(IF APPLICABLE)**

G. Architects & Engineers Liability/ Professional Liability (E&O)/ Contractors Professional Liability (CPL)/ Medical Malpractice Insurance where Agreement involves Florida-regulated professional services (e.g. architect, engineer, design-builder, CM, accountant, appraiser, investment banker medical professional) at any tier, whether employed or independent, vicarious design liability exposure (e.g. construction means & methods, design supervision), value engineering, constructability assessments/reviews, BIM process, and/or performance specifications. Limits of at least \$1M per occurrence and \$2M aggregate; deletion of design/ build liability exclusions, as applicable, and maintained for at least 3 years after completion of work/services and City's acceptance of same. **(IF APPLICABLE)**

H. Railroad Protective Liability (RPL) Insurance for construction within 50ft of operated railroad track(s) or where affects any railroad bridge, trestle, tunnel, track(s) roadbed, or over/under pass. Subject to involved 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/Hangerkeeper/Marina Operator Legal Liability Insurance and/or Hull/P&I Insurance where parking lot, valet, dealership, garage services, towing, etc. and/or operation of a hangar, marina, or air

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

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

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

P. Educators Legal Liability Insurance where 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.

**17-C-00002: Upper Peninsula Watershed Drainage Improvements
(Dale Mabry/Henderson Stormwater Trunkline) Design-Build**

**Exhibit D
DMI Forms**

EXHIBIT D

City of Tampa's Equal Business Opportunity Program Procedures for Construction Management and Design-Build Projects

- Prior to the time goals are set, the Construction Manager (CM) or the Design-Builder (D-B) provides information on subcontract packages planned (via the Project Task Worksheet) and their sequencing.
- The CM (or D-B) participates in a meeting to establish aspirational goals for SLBE or W/MBE subcontractor participation for the project.
- For each subcontracting package to be bid, the CM (or D-B) confirms with the MBD Office, the list of available SLBE or W/MBE firms to be solicited.
- The CM (or D-B) documents notification of all potential subcontractors, including the SLBE or W/MBE firms identified above
- 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.
- 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.
- 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 with copy of executed agreement or purchase order as documentation.
- 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.

Procurement Guidelines To Implement Minority & Small Business Participation

Underutilized WMBE Sub-Contractors / Sub-Consultants By Industry Category

	Construction	Construction-Related	Professional	Non-Professional	Goods
SUB WORK	Black	Black	Black	Black	Black
		Asian	Hispanic	Asian	Asian
		Native Am.	Asian	Native Am.	Native Am.
		Woman	Native Am.		Woman
			Woman		

Purpose

Use this form to determine which WMBEs are underutilized for a particular industry (i.e. only Black owned businesses are currently underutilized in the construction industry).

Policy

The Guidelines apply to formal procurements and solicitations. WMBE participation will be narrowly-tailored. Applicable policies may include subcontracting goals and up to 10 rating points for subconsulting arrangements.

Index

- **Black** = Black/African-American Business Enterprise
- **Hispanic** = Hispanic Business Enterprise
- **Asian** = Asian Business Enterprise
- **Native Am.** = Native American Business Enterprise
- **Woman** = Woman Business Enterprise (Caucasian)

Industry Categories

Construction is defined as new construction, renovation, restoration, maintenance of public improvements and underground utilities.

Construction-Related Services are defined as architecture, professional engineering, landscape architecture, design build, construction management services, or registered surveying and mapping.

Professional Services are defined as attorney, accountant, medical doctor, veterinarian, miscellaneous consultant, etc.

Non-Professional Services are defined as lawn maintenance, painting, janitorial, printing, hauling, security guard, etc.

Goods are defined as all supplies, materials, pipes, equipment, machinery, appliances, and other commodities.



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.: 17-C-00002 Contract Name: Upper Peninsula Watershed Drainage Improvements Design-Build
 Company Name: Kimmins Contracting Corp.
 Address: 1501 E. 2nd Avenue Tampa, Florida 33605 Federal ID: 16-0810270
 Phone: 813.924.5010 Fax: 813.579.1081 Email: jzemina@kimmins.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	Atkins 4030 W. Boy Scout Boulevard, Tampa, FL 33607 59-0896138 813.282.7275 / Charlotte.Maddox@atkinsglobal.com	Corporation	925	E	Y
O	King Engineering Associates Inc. 4921 W. Memorial Highway, Tampa, FL 33634 59-1782900 813.880.8881 / Toconner@kingengineering.com	Corporation	925	E	Y
W	Element Engineering Group 1713 E. Ninth Avenue, Tampa, FL 33605 56-2565488 813.386.2101 / dgil@elementeg.com	HM	925	E	Y
S	MC Squared 5808 Breckenridge Pkwy, #A, Tampa, FL 33610 90-0033880 813.623.3399 / distefano@mc2engineers.com	CF	925	E	Y
W	Vistra Communications 18315 N. US Highway 41, Lutz, FL 33549 14-1993874 813.968.1846 / Ed@ConsultVistra.com	BM	912	E	Y
S	Strategist Project Support Services, LLC 100 South Ashley Drive, 6th Floor, Tampa, FL 33602 46-2610291 813.784.3731 / OTdelancy@strategistsupport.com	BM	912	E	Y
W	Omni Communications LLC 8509 Benjamin Road, Suite E, Tampa, FL 33634 02-0572109 813.852.1888 / jstafford@omni-communications.com	CF	912	E	Y

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

Signed: [Signature] Name/Title: John Zemina, Vice President Date: 5/24/17

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



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.: 17-C-00002 Contract Name: Upper Peninsula Watershed Drainage Improvements Design-Build
 Company Name: Kimmins Contracting Corp.
 Address: 1501 E. 2nd Avenue Tampa, Florida 33605 Federal ID: 16-0810270
 Phone: 813.924.5010 Fax: 813.579.1081 Email: jzemina@kimmins.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	Atkins 4030 W. Boy Scout Boulevard, Tampa, FL 33607 813.282.7275 / Charlotte.Maddox@atkinsglobal.com	Corporation	925	\$2,128,813	52.22
O	King Engineering Associates Inc. 4921 W. Memorial Highway, Tampa, FL 33634 813.880.8881 / Toconner@kingengineering.com	Corporation	925	\$776,800	19.06
W	Element Engineering Group 1713 E. Ninth Avenue, Tampa, FL 33605 813.386.2101 / dqil@elementeq.com	HM	925	\$15,750	.39
S	MC Squared 5808 Breckenridge Pkwy, #A, Tampa, FL 33610 813.623.3399 / distefano@mc2engineers.com	CF	925	\$138,385	3.39
W	Vistra Communications 18315 N. US Highway 41, Lutz, FL 33549 813.968.1846 / Ed@ConsultVistra.com	BM	912	\$448,383	11.00
S	Strategist Project Support Services, LLC 100 South Ashley Drive, 6th Floor, Tampa, FL 33602 813.784.3731 / OTdelancy@strategistsupport.com	BM	912	\$25,000	.61
W	Omni Communications LLC 8509 Benjamin Road, Suite E, Tampa, FL 33634 813.852.1888 / jstafford@omni-communications.com	CF	912	\$80,250	1.97

Total ALL Subcontract / Supplier Utilization \$ 3,623,381.00

Total SLBE Utilization \$ 173,385.00

Total WMBE Utilization \$ 544,383.00

Percent SLBE Utilization of Total Bid/Proposal Amt. 4.25 % Percent WMBE Utilization of Total Bid/Proposal Amt. 13.35 %

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

Signed: [Signature] Name/Title: John Zemina, Vice President Date: 5/24/17

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

