

RESOLUTION NO. 2008-1009

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING DESIGN SERVICES, IN THE AMOUNT OF \$52,775.00, BETWEEN THE CITY OF TAMPA AND SITE SECURE, INC. IN CONNECTION WITH THE WATER DEPARTMENT SECURITY IMPROVEMENTS, CONTRACT NO. 08-C-00011; AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAME; AND 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 Site Secure, Inc. (CONSULTANT) to provide professional engineering design services in connection with Contract 08-C-00011, Water Department Security Improvements, (PROJECT) as detailed in the Agreement for Consultant Services Phase 1 Design/Build (AGREEMENT); and

WHEREAS, the CITY desires to enter into an agreement with CONSULTANT to provide certain professional engineering design 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 Consultant Services Phase 1 Design/Build between the City of Tampa and Site Secure, Inc. in connection with Contract 08-C-00011, Water Department Security Improvements, 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. That funds in the amount of \$52,775.00 for these services are available for the PROJECT in the Budget of the City of Tampa for the Fiscal Year ending September 30, 2008, Account No. WT0443WSC-06305.

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 SEP 18 2008.


Chairman/~~Chairman Pro Tem~~, City Council

ATTEST:


City Clerk/~~Deputy City Clerk~~

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

2008-43

AGREEMENT FOR CONSULTANT SERVICES
Phase 1 Design/Build

THIS AGREEMENT, made and entered into at Tampa, Florida, this _____ day of _____, 200__, 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 SITE SECURE, INC., a Corporation existing under the laws of the State of FLORIDA, hereinafter referred to as "CONSULTANT", the address of which is 627 Progress Way, Sanford, Florida 32771.

WITNESSETH:

WHEREAS, the CITY desires to engage the CONSULTANT to perform certain professional engineering design services pertinent to such work which shall be referred to as Contract 08-C-00011, Water Department Security Improvements "PROJECT" in accordance with this Agreement; and

WHEREAS, the CONSULTANT desires to provide such professional engineering design services in accordance with this Agreement.

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

I. GENERAL SCOPE OF THIS AGREEMENT

A. The relationship of the CONSULTANT to the CITY shall be that of an independent professional engineering consultant for the PROJECT; and the CONSULTANT shall provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards.

B. Any additional services to be provided by the CONSULTANT after completion of the Phase I Design/Build services, shall be set out in detail by subsequent Agreement.

C. The Guaranteed Maximum Price proposal prepared and provided by the CONSULTANT 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 six percent (6%) 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.

III. PERIOD OF SERVICE

A. The CONSULTANT shall begin work promptly after receipt of a fully executed copy of the Agreement. All work shall be completed within eight (8) months after issuance of the Notice to Proceed.

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

IV. GENERAL CONSIDERATIONS

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

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

C. Any use by the CITY of such materials in connection with a project or purpose other than that for which such materials 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 therefore.

V. COMPENSATION

The CITY shall compensate the CONSULTANT for the engineering services performed with this Agreement an upper limit (by task) of \$52,775.00 to be billed in accordance with **Exhibit B**.

VI. PAYMENT

Payments for the services as defined in Section V shall be made upon presentation of the CONSULTANT's approved invoice. Payment requests shall include detail of payments to subcontractors/subconsultants/suppliers, utilizing the form attached hereto as **Exhibit C**.

VII. RECORDS

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

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

VIII. PERSONNEL

The CONSULTANT represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. All personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Agreement.

IX. SUSPENSION, CANCELLATION OR ABANDONMENT

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

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

The CITY may suspend, abandon, or cancel at its sole discretion, the PROJECT, and in this event, the CONSULTANT shall be given five days prior written notice of such action and shall be compensated for the professional services provided and reimbursable expenses incurred up to the date of suspension, cancellation or abandonment in an amount mutually agreed to by the CITY and CONSULTANT.

In the even the PROJECT is suspended, cancelled or abandoned at the CITY's sole discretion, 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.

Upon cancellation of this Agreement pursuant to Articles XXVI or XXVII of this Agreement, 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.

X. INSURANCE

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

XI. 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.

XII. INTEREST OF THE CONSULTANT

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

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

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

XIII. COMPLIANCE WITH LAWS

A. The CONSULTANT 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 CONSULTANT agree that the provisions of 40 CFR, Part 35, Appendix C-1, shall become a part of this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement for work performed.

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

D. CONSULTANT 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. CONSULTANT 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 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.

XIV. ASSIGNABILITY

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

XV. EQUAL EMPLOYMENT

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

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

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

XVI. SMALL LOCAL BUSINESS ENTERPRISES

- A. See **Exhibit E** for Small Local Business Enterprise (SLBE) Program Procedures.
- B. The CONSULTANT shall demonstrate good faith effort toward the utilization of City of Tampa Certified Small Local Business Enterprise (SLBE) sub-contractors or suppliers.
- C. The CITY shall make available a list of Certified Small Local Business Enterprises.
- D. The CONSULTANT shall report to the CITY its subcontractors/subconsultants/suppliers solicited or utilized as required by **Exhibit F**.
- E. At the time of the submission of invoices, the CONSULTANT shall submit to the CITY a report of all sub-contractors or suppliers (denoting SLBE's) utilized with their final contract amounts and any other reports or forms as may be required by the CITY.

XVII. CODE OF ETHICS

In connection with this Agreement, the CONSULTANT 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 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.

XVIII. NEGATION OF AGENT OR EMPLOYEE STATUS

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

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

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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.

XXIII. 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.

XXIV. 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.

XXV. AUDIT REQUIREMENTS.

In the event, that during the period of this Agreement, CONSULTANT expends more than \$500,000.00 in federal funds in an operating year from this and other federal grants, CONSULTANT shall, at its own cost and expense, cause to be carried out an independent audit. The audit shall be completed and a copy furnished to the CITY, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period, unless a longer period is agreed to in advance by the CITY. For purposes of this Agreement, an operating and/or audit year is the equivalent to the CONSULTANT's fiscal year. The determination of when Grant Funds are expended is based on when the activity related to the expenditure occurs.

The audit shall be conducted in compliance with the Office of Management and Budget Circular No. A-133, as amended and 24 CFR Parts 84 and 85, as applicable, which are made a part of this Agreement by reference thereto. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, CONSULTANT shall be held liable for reimbursement to the CITY of all funds not expended in accordance with these applicable regulations and Agreement provisions within thirty (30) calendar days after the CITY has notified CONSULTANT of such non-compliance. Said reimbursement shall not preclude the CITY from taking any other action as provided herein.

If expenditure does not exceed \$500,000.00 during an operating year, CONSULTANT shall provide the CITY with its annual financial statement within ninety (90) days of the end of its operating year. Said financial statement shall be prepared by an actively licensed certified public accountant.

XXVI. CANCELLATION OF AGREEMENT

Except as otherwise provided herein, this Agreement may be cancelled by either party for convenience in accordance with the provisions in 24 CFR § 85.44. Either party will be required to provide thirty (30) days advance

written notice to the other at its address as herein specified. A cancellation for convenience pursuant to this Article shall not impair or limit the CITY's remedy for the CONSULTANT's breach of warranty to the extent of work performed, not for errors or omissions in the professional engineering services prior to cancellation.

XXVII. DEFAULT

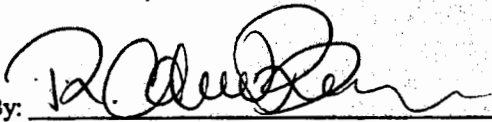
In accordance with 24 CFR 85.43, a default shall consist of any use of Grant Funds for a purpose other than as authorized by this Agreement, noncompliance with any provision in all Articles herein, any material breach of the Agreement, failure to comply with the audit requirements as provided herein, 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 CONSULTANT's breach of warranty to the extent of work performed, not for errors or omissions in the professional engineering services prior to cancellation.

XXVIII. BUDGET APPROPRIATIONS

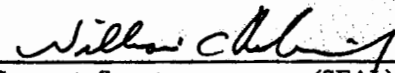
The CITY is subject to Section 1666.241, Florida Statutes, and is not authorized to contract for expenditures in any fiscal year except in pursuance of budgeted appropriates. With respect to this Agreement, the City has budgeted and appropriated sufficient monies to fund the CITY's obligations under this Agreement. The obligations of the CITY hereunder shall not constitute a general indebtedness of the CITY within the meaning of the Florida Constitution.

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

SITE SECURE, INC.

By: 
R. Andrew Bowman, P.E., Vice President

ATTEST:


Corporate Secretary (SEAL)

CITY OF TAMPA, FLORIDA

By: _____
Pam Iorio, Mayor (SEAL)

ATTEST:

By: _____
Shirley Foxx-Knowles, City Clerk

Approved as to Legal Sufficiency and authorized
by Resolution No. 200 - _____

Justin R. Vaske, Assistant City Attorney



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www.SiteSecure.com

August 18, 2008

via e-mail: Brian.Pickard@ci.tampa.fl.us

Mr. Brian D. Pickard, M.S, P.E.
Process Engineer, Tampa Water Department
7125 N 30th St.
Tampa, FL 33610

RE: City of Tampa Contract # 08-C-11, Water Department Security Improvements

SUBJECT: Phase I Design Scope of Services and Fee Schedule

Mr. Pickard,

Please find attached the proposed Scope of Services and Fee Schedule for the above referenced project. We have also enclosed the schedules for Sub-Consultants Solicited and Sub-Consultants to be Utilized as discussed with the Contracts personnel on August 7, 2008. You will see that both of these forms are blank as all services for Phase I will be performed by SiteSecure personnel.

We look forward to working with you and your team on this project. Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,

M. Craig Bowman, P.E.
Sr. Account Manager

MCB/mcb

Attachments

C: Christine Bruno, City of Tampa



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EXHIBIT A

PHASE 1 SCOPE OF SERVICES

Project: Water Department Security Improvements, RFQ 8-C-11

Project Intent:

As the Consultant for this project, SiteSecure, Inc. shall develop the most effective improvements for the intended project budget. Improvements will be delivered with minimum disruptions to existing operations.

The following items have been identified as potential improvements (in no particular order):

- Department-Wide
 - Provide upgrade or conversion of the existing Access Control/Alarm System and CCTV System platforms to allow for central monitoring of all TWD facilities through a minimum number of applications and project instances. Integration of these platforms shall be accomplished such that alarm events in the ACS platform automatically trigger a response from the CCTV platform including PTZ camera presets and a custom screen layout for the CCTV graphic interface. Completion of these tasks at the Tippin WT shall also include the replacement of certain aging security hardware. Verex Monitor XL shall remain the ACS platform but CCTV may have to be converted to support the operational needs of the City.
 - Provide design, permitting and inspection services for necessary fencing repairs and or improvements. It is anticipated implementation of fencing related projects shall be via City contractor outside of this and future Consultant agreement(s).
 - Provide design, permitting and inspection services for necessary vegetation and or tree removal to improve security system performance. It is anticipated implementation of fencing related projects shall be via City contractor outside of this and future Consultant agreement(s).
 - Design and or modify key hierarchy as needed. Re-key locks as appropriate. Consider upgrading to electronic keys and tumblers.
 - Increase DVR capacities
- David L. Tippin Water Treatment Facility (DLTWTF):
 - Replace existing analog cameras with new Day/Night High Resolution color cameras. Install new fixed and PTZ cameras to complete the coverage of the perimeter. Install additional Day/Night High Resolution color cameras to cover the employee parking lot.



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- Improvements shall also include the installation of Infrared Illuminators in lieu of visible lighting for night time surveillance.
- Furnish security hardware to administer the Access Control System.
 - Replace existing security hardware at the guard house with new security hardware supported by 3 year warranty and 4 hour on site support agreements. Consolidate security hardware if possible to maximize the operational efficiency of the systems.
 - Integrate the alarm devices and ISM with the CCTV platform for automated alarm call-up capability. Add joystick for PTZ control of local and remote PTZ cameras.
 - Coordinate necessary fence repairs/improvements and vegetation clearing to optimize the performance of the security systems.
 - Hillsborough River Dam:
 - Install new PTZ camera on SE side of dam to supplement existing fixed cameras and facilitate alarm response.
 - Add IR Illumination to fence zones and spillway for night time surveillance.
 - Replace existing analog cameras with new day/night high resolution color cameras.
 - Fence repairs and improvements, including Rowlett Park side gate.
 - Residuals Processing Facility
 - Install small network of fixed day/night high resolution color cameras to create a virtual perimeter within the fence line.
 - Add IR Illumination to fence zones and spillway for night time surveillance.
 - Fence repairs and improvements, including entrance gate.
 - Morris Bridge Re-pump Station
 - Add Access Control System to the plant main entrance and critical doors on the plant. Add alarm contacts on other doors to critical infrastructure.
 - Add perimeter protection to the facility for maximum cost effective solution. May be Intrepid, Microwave or SightLogix to accomplish the operational objectives.
 - Add CCTV for response to alarm events including surveillance of the front gate, injection points, TBW interconnect and back gate. May coincide with the perimeter protection strategy.
 - Add IR Illumination to fence zones and spillway for night time surveillance.
 - Add gravel roadway and gate(s) for tower access.
 - Fence repairs and improvements, including entrance gate.
 - Northwest Re-pump Station
 - Add pole mounted day/night high resolution color camera to view generator and altitude valve.
 - Replace existing analog cameras with new day/night high resolution color cameras.
 - Add infrared illumination to supplement visible lighting for night time surveillance.
 - Fence repairs and improvements, including entrance gate.



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- West Tampa Tank Facility
 - Add infrared illumination to supplement visible lighting for night time surveillance.
 - Replace existing analog cameras with new day/night high resolution color cameras.
 - Add day/night high resolution color camera for surveillance of front gate.
 - Fence repairs and improvements as required.
- Palma Ceia Tank
 - Add infrared illumination to supplement visible lighting for night time surveillance.
 - Add two CCTV cameras for additional areas of interest.
 - Replace existing analog cameras with new day/night high resolution color cameras.
 - Add motion detector for control building.
 - Fence improvements (barbed wire) and arrestor cable as required
- Interbay Re-pump Station
 - Replace existing analog cameras with new day/night high resolution color cameras.
 - Add two day/night high resolution color cameras to system following completion of construction project.
 - Add infrared illumination to supplement visible lighting for night time surveillance.
- ASR Wells
 - Tie existing ASR door alarms into the Monitor XL ISMS platform for monitoring in the unified security application.
 - Install motion detectors within ASR well vaults similar to systems installed in repump station structures.

Task A1. Preliminary Engineering

A1.1 Investigation of Existing Security System

SiteSecure will perform the site work necessary to prepare one line as-built drawings of the existing security system. Drawings shall show connectivity, types of connections, types of cabling, existing labeling nomenclatures, etc. Locations of conduit runs will not be determined. The purpose is to 1) Have a record of installed equipment and 2) Serve as a data collection effort to guide subsequent tasks.

Deliverables: 1 electronic copy of as-built information/diagrams (.dwg and .pdf)
6 printed as-built information/diagrams sets (24x36)

A1.2 Added Value vs. Budget Analysis

SiteSecure will review the project objectives with TWD personnel and finalize the list of potential improvements. A site visit will take place to gather site photos, site plans,



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dimensions, documentation and other information for the purpose of determining requirements to implement each potential project. SiteSecure will identify necessary equipment and propose makes and models based on their expertise. This information will be used to determine 1) A relative, qualitative value from a security perspective and 2) A probable construction cost of each potential project. SiteSecure shall prioritize the list of potential projects utilizing a cost to value added ratio.

The cost estimating data, narrative of added values and prioritization matrix shall be summarized within a draft Technical Memorandum. This will focus the project towards implementing high-value items that meet budgetary constraints.

SiteSecure will conduct a workshop with TWD staff to present the draft Technical Memorandum content. TWD will then identify projects to be included in future design based on added value and available funds. SiteSecure will then include within the final Technical Memorandum 1) The workshop minutes and 2) The list of security projects to be included in detailed design.

Deliverables: 1 draft electronic copy of Technical Memorandum
6 hardcopies of draft Technical Memorandum (8.5x11)
1 electronic copy of final Technical Memorandum
6 hardcopies of final Technical Memorandum (8.5x11)
1 electronic copy of proposed product data sheets
6 hardcopies of proposed product data sheets (8.5x11)

Task A2. 30% Design (Conceptual)

A2.1 Survey

SiteSecure will perform necessary survey work on an as needed basis with TWD approval of survey scope and fee.

A2.2 Design Documents

SiteSecure will complete and submit schematic diagrams and one-line drawings representing the conceptual layout of devices necessary to implement the projects identified for final design in Task A1.

The 30% documents shall incorporate the fencing and tree/vegetation removal projects that will be constructed outside of the design/build agreement. SiteSecure recognizes it is incumbent upon itself to develop plans and specifications (especially for projects not to be constructed by SiteSecure) that can be permitted and constructed.



SiteSecure, Inc.
627 Progress Way
Sanford, FL 32771
Tel: 407-328-5220
Toll Free: 877-748-3123
Fax: 407-328-8346
Toll Free Fax: 1-877-748-3122
WWW.SiteSecure.com

A 30% design review meeting will be conducted by SiteSecure

Deliverables: 1 electronic copy of 30% Construction Drawings
6 hardcopies of 30% Construction Drawings (24x36)
1 electronic copy of product data sheets not already submitted
6 hardcopies of product data sheets not already submitted (8.5x11)
1 electronic copy of 30% design review meeting minutes

Task A3. 60% Design (Schematic)

SiteSecure will complete and submit schematic diagrams, site plans, riser diagrams and specifications incorporating the comments received in the 30% design review and subsequent engineering calculations. The quantity and location of all security equipment such as cameras, access control equipment, alarm devices, illuminators, etc. will be determined along with their power and communication requirements. Where appropriate on projects with greater relative costs, different design combinations may be offered such that a general cost vs. benefit analysis can be performed.

The 60% documents shall incorporate the fencing and tree/vegetation removal projects that will be constructed outside of the design/build agreement. SiteSecure recognizes it is incumbent upon itself to develop plans and specifications (especially for projects not to be constructed by SiteSecure) that can be permitted and constructed.

A draft GMP will be developed and submitted for City review.

A 60% design review meeting will be conducted by SiteSecure

SiteSecure will prepare a Sequence of Operation / Alarm Management Procedure document articulating how the users and operators will interface with the proposed system.

Deliverables: 1 electronic copy of 60% Construction Drawings (.dwg & .pdf)
6 hardcopies of 60% Construction Drawings (24x36)
1 electronic copy of 60% Construction Specifications (.doc & .pdf)
6 hardcopies of 60% Construction Specifications (8.5x11)
1 electronic copy of draft GMP letter (.pdf)
6 hardcopies of draft GMP letter (8.5x11)
1 electronic copy of product data sheets not already submitted
6 hardcopies of product data sheets not already submitted (8.5x11)
1 electronic copy of 60% design review meeting minutes
1 electronic copy of Procedure Document (.pdf)



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6 hardcopies of Procedure Document (8.5x11)

Task A4. 90% Design

SiteSecure will complete and submit schematic diagrams, site plans, riser diagrams, equipment schedules and specifications reflecting finalized network design and the comments generated in the 60% design review meeting and subsequent engineering calculations. Documents shall include all hardware components, specific conduit routes, enclosure sizes, cabling types/sizes, network design and software programming tables. Final evaluation of the various design options will be completed at this stage.

The 90% documents shall incorporate the fencing and tree/vegetation removal projects that will be constructed outside of the design/build agreement. SiteSecure recognizes it is incumbent upon itself to develop plans and specifications (especially for projects not to be constructed by SiteSecure) that can be permitted and constructed.

A revised draft GMP will be developed and submitted for City review.

A 90% design review meeting will be conducted by SiteSecure

Deliverables: 1 electronic copy of 90% Construction Drawings (.dwg & .pdf)
6 hardcopies of 90% Construction Drawings (24x36)
1 electronic copy of 90% Construction Specifications (.doc & .pdf)
6 hardcopies of 90% Construction Specifications (8.5x11)
1 electronic copy of revised draft GMP letter (.pdf)
6 hardcopies of revised draft GMP letter (8.5x11)
1 electronic copy of product data sheets not already submitted
6 hardcopies of product data sheets not already submitted (8.5x11)
1 electronic copy of 90% design review meeting minutes

Task A5. 100% Design

100% Design Documents represent the agreed upon scope of work for this project including product selection, quantities, programming and configuration of the designed systems. They shall inherently incorporate comments generated in the 90% design review meeting and subsequent engineering calculations. The level of design will approximate what contractors would typically produce for shop drawings such that formal submittals will not be required during the construction phase. A final proposed GMP will be prepared.

The 100% documents shall incorporate the fencing and tree/vegetation removal projects that



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will be constructed outside of the design/build agreement. SiteSecure recognizes it is incumbent upon itself to develop plans and specifications (especially for projects not to be constructed by SiteSecure) that can be permitted and constructed.

Deliverables: 1 electronic copy of 100% Construction Drawings (.dwg & .pdf)
6 hardcopies of 100% signed/sealed Const. Drawings (24x36)
1 electronic copy of 100% Const. Specifications (.doc & .pdf)
6 hardcopies of 100% signed/sealed Const. Specifications (8.5x11)
1 electronic copy final proposed GMP letter (.pdf)
6 hardcopies of final proposed GMP letter (8.5x11)
1 electronic copy of product data sheets not already submitted
6 hardcopies of product data sheets not already submitted (8.5x11)

Task A6. Permitting

SiteSecure will obtain all required permits for the work listed in the 100% construction documents inclusive of the fencing and vegetation/tree removals. City shall pay applicable permitting fees. It is understood the fencing and or vegetation/tree removal contractor will need to obtain those specific permits, however SiteSecure shall obtain pre-approval of submitted drawings.

Deliverables: 1 electronic copy of permits and fencing/tree/vegetation approval
1 hardcopy of all permits and fencing/tree/vegetation approval

All required permitting will be coordinated and obtained by SiteSecure during the Construction Phase as a cost of construction, not design. It is our understanding that permitting may only be required by the City of Tampa Construction Services Center for electrical work. It is our experience that many jurisdictions do not require permits for alarm or CCTV systems so permits may not be necessary for these improvements. If installation of new fence is required to be permitted for any of the facilities, we will coordinate the permitting of these systems even though the completion of that work may not be funded through this project.



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Task A7. Allowance

A 15% allowance is included for as needed work not included in Task A1 through A5. Scope and associated fee to be billed under Task A6 shall be approved by the project manager prior to performing any work under Task A6.

Time Frame

Task	Deliverable Deadline (Weeks After Notice to Proceed)
A1	Eight (8)
A2	Eleven (11)
A3	Fourteen (14)
A4	Seventeen (17)
A5	Twenty (20)
A6	Thirty-two (32)
A7	As Required

Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) Payment Form

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.

Contract No. This is the number assigned by the City of Tampa for the bid or proposal

W.O.#/T.O.#/Phase: If the report covers a work order number (W.O.#) or task order number (T.O.#) or Phase 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. FIN. 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. (ex. 05/01/07 – 05/31/07)

Payment Number. Provide sequence number for payment requests. (ex. Payment one, write 1 in space, payment three, write 3 in space provided.)

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.

See attached documents. Check if you have provided any additional documentation relating to the payment data.

Partial Payment. Check if the payment period is a partial payment, not a final payment.

Final Payment. Check if this period is the final payment period.

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

Federal ID. FIN. A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.

SubContractor/SubConsultant/Supplier. Please indicate status of firm on this contract.

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>.

Total Subcontract Amount. Provide total amount of subcontract for subcontractor including change orders.

Paid to Date. Provide all dollars paid to subcontractor for all payment periods prior to this pay form.

To Be Paid for this Period. Provide dollar amount of dollars requested for the pay period.

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

EXHIBIT D

INSURANCE

During the life of the Agreement, the CONSULTANT shall provide, pay for, and maintain with insurance companies satisfactory to the City, the types of insurance described below:

COMMERCIAL GENERAL LIABILITY INSURANCE – Must be written on ISO Occurrence Form CG 00 01 or equivalent substitute form to cover liability arising from premises and operations, independent contractors, products and completed operations, personal and advertising injury, contractual liability, and XCU exposures, if XCU perils exist. Completed operations liability coverage shall be maintained for a minimum of one year following completion of the work. The minimum combined single limit shall be \$2,000,000 each occurrence.

AUTOMOBILE LIABILITY INSURANCE – Not required if use of vehicles is limited to driving to and from the job site. When required, such policy must 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 and hired vehicles. The minimum combined single limit shall be \$1,000,000 each accident.

WORKERS' COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – Workers' compensation insurance shall cover all employees engaged in work for the CONSULTANT in accordance with the laws of the State of Florida. The employer's liability insurance limit shall not be less than \$500,000 disease each employee, \$500,000 disease aggregate and \$500,000 each accident.

PROFESSIONAL LIABILITY INSURANCE – Must protect the CONSULTANT against claims of negligence, errors, mistakes, or omissions in the performance of the services to be performed and furnished by the CONSULTANT or any of its subcontractors. The limit shall not be less than \$500,000.

ADDITIONAL INSURED – The City must be included as an insured by way of ISO endorsement CG 20 10 or its equivalent on the general and excess liability policies. Alternatively, the CONSULTANT may purchase a separate owners protective liability policy in the name of the City in the amounts specified above for general liability which shall be excess over any insurance of the CONSULTANT.

CLAIMS MADE POLICIES – If any liability insurance is issued on a claims made form, CONSULTANT 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.

CANCELLATION/NON-RENEWAL – Thirty (30) days written notice by registered or certified mail must be given to the City of any cancellation, intent to non-renew, or material reduction in coverages. However, then (10) days notice may be given for non-payment of premium. Notice shall be sent to the City of Tampa Contract Administration Department, 306 East Jackson St. 4N, Tampa, Florida 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 umbrella liability policy.

EVIDENCE OF INSURANCE – Prior to beginning any work under this agreement, CONSULTANT must furnish a certificate of insurance acceptable to the City. Certified copies of the policies evidencing the coverages required herein are also acceptable, and if requested, shall be furnished to the City. Renewal certificates shall be provided to the City at least ten (10) days prior to expiration of the current coverages.

WAIVER OF SUBROGATION – CONSULTANT waives all rights against City, its agents, officers, directors and employees for recovery of damages to the extent such damage is covered under the policies required herein, except as to workers compensation and professional liability.

SUBCONTRACTORS – It is the CONSULTANT'S responsibility to require all subcontractors to maintain adequate insurance coverage.

PRIMARY POLICIES – The CONSULTANT'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 VI (or higher), or otherwise be acceptable to the City if not rated by A.M. Best.

DEDUCTIBLES – The CONSULTANT 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 CONSULTANT 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.

INDEMNIFICATION

The CONSULTANT shall indemnify, defend, save and hold harmless the CITY and its officers and employees from all claims, demands, damages, losses, cost, liabilities and suits including but not limited to reasonable attorney's fees arising out of and to the extent caused by any negligent act, error, recklessness, intentional wrongful conduct or omission or due to the breach of this Agreement by the CONSULTANT, its subcontractors, agents or employees in rendering the professional services called for herein. It is specifically understood that this indemnification provision does not cover or indemnify the CITY for its own negligence or breach of contract.

EXHIBIT E

City of Tampa's Small Local Business Enterprise (SLBE) 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 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 firms to be solicited.
- The CM (or D-B) documents notification of all potential subcontractors, including the SLBE 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 their 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 subcontractors, and a report of final amounts paid to all subcontractors.

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

This form must be submitted with all bids or proposals. All subcontractors solicited and subcontractors from whom unsolicited quotations were received 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 Opportunities existed for this Contract. Checking the box indicates that your business will not use subcontractors and will self-perform all work. If during the administration of the contract you use subcontractors, the "Sub-(Contractors/Consultants/Suppliers) Payments" form must be submitted with your invoices.

No Firms were contracted because. Provide brief explanation as to why no subcontractor were used.

See attached documents. Check if you have provided any additional documentation relating to the payment data.

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

Federal ID. FIN. A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.

SLBE. Enter "S" for firms Certified by the City of Tampa as Small Local Business Enterprises.

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>.

Contract 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.

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

This form must be submitted with all bids or proposals if subcontracting will be performed. 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.

See attached documents. Check if you have provided any additional documentation relating to the payment data.

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

Federal ID. FIN. A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.

SLBE. Enter "S" for firms Certified by the City as Small Local Business Enterprises.

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 Women/Minority Business Enterprises)

Percent of Contract. Indicate the percent of the total contract price the subcontract(s) represent.

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