

RESOLUTION NO. 2010- 138

A RESOLUTION APPROVING AN AGREEMENT FOR PHASE 1 PRE CONSTRUCTION DESIGN BUILD SERVICES, IN THE AMOUNT OF \$249,977 BETWEEN THE CITY OF TAMPA AND CDM CONSTRUCTORS, INC. IN CONNECTION WITH THE OZONE CONTACTOR SEPARATION AND ANCILLARY IMPROVEMENTS, CONTRACT NO. 09-C-00003; 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 CDM Constructors, Inc. (CONSULTANT) to provide professional engineering design services in connection with Contract 09-C-00003, Ozone Contactor Separation and Ancillary 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 CDM Constructors, Inc. in connection with Contract 09-C-00003, Ozone Contactor Separation and Ancillary 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.

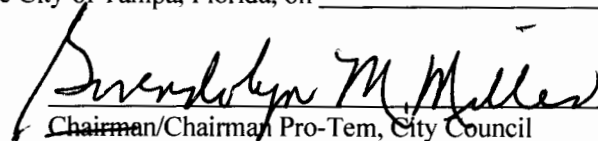
Section 2. That the Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk to attest and affix the official seal of the City of Tampa to, said AGREEMENT on behalf of the City of Tampa.

Section 3. That funds in the amount of \$249,977 for these services are available for the PROJECT in the Budget of the City of Tampa for the Fiscal Year ending September 30, 2010, Account No. WT0343WZN-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 FEB 18 2010.

ATTEST:


Chairman/Chairman Pro-Tem, City Council


City Clerk/Deputy City Clerk

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

V2010-3

AGREEMENT FOR CONSULTANT SERVICES
Phase 1 Design-Build

THIS AGREEMENT, made and entered into at Tampa, Florida, this _____ day of _____, 2010, 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 CDM Constructors, Inc., corporation existing under the laws of the State of Florida, hereinafter referred to as "CONSULTANT", the address of which is 1705 N. Westshore Boulevard, Suite 875, Tampa, FL 33607.

WITNESSETH:

WHEREAS, the CITY desires to engage the CONSULTANT to perform certain pre-construction services pertinent to such work which shall be referred to as Contract 09-C-00003, Water Department Ozone Contactor Separation Ancillary Improvements "PROJECT" in accordance with this Agreement; and

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

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

I. GENERAL SCOPE OF THIS AGREEMENT

A. The relationship of the CONSULTANT to the CITY 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 to be 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 nine months (9) 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 Phase 1 Design/Build engineering services performed under this Agreement a lump sum amount of \$229,977 to be billed in accordance with **Exhibit B**. Also, CONSULTANT shall be reimbursed for agreed upon expenses as defined in **Exhibit A** up to an upper limit of \$20,000 to be billed in accordance with **Exhibit B**.

VI. PAYMENT

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

VII. RECORDS

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

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

VIII. PERSONNEL

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

IX. SUSPENSION, CANCELLATION OR ABANDONMENT

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 CONSULTANT 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 CONSULTANT shall be given fifteen (15) days prior written notice of such action and shall be compensated for the professional services provided and reimbursable expenses incurred up to the date of suspension, cancellation or abandonment in an amount mutually agreed to by the CITY and CONSULTANT and supported by back-up documentation.

Upon suspension, cancellation or abandonment of the PROJECT by the CITY, the CONSULTANT shall immediately cease work, 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, 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 CONSULTANT.

X. TERMINATION

A. Termination for Cause.

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

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

B. Termination for Convenience.

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

XI. INSURANCE

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

XII. INTERESTS OF MEMBERS OF THE CITY

No member of the governing body of the CITY and no other officer, employee, or agent of the CITY who exercise any functions or responsibilities in connection with the carrying out of the Project to which this Agreement pertains shall have any personal interest, direct or indirect, in this Agreement.

XIII. INTEREST OF THE CONSULTANT

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

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

The CONSULTANT shall disclose any clients that may either conflict with or affect its independent judgment when performing any work for the City of Tampa covered by this Agreement. Failure of the CONSULTANT to disclose the above professional conflict of interest may result in termination of this Agreement 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.

XIV. 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. The 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. The 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.

XV. ASSIGNABILITY

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

XVI. EQUAL EMPLOYMENT

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

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

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

XVII. SMALL LOCAL BUSINESS ENTERPRISES

A. See **Exhibit D** 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) subcontractors, subconsultants 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 D**.

E. At the time of the submission of invoices, the CONSULTANT shall submit to the CITY a report Exhibit D of all subcontractors, subconsultants or suppliers (denoting SLBE's) 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 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.

XIX. NEGATION OF AGENT OR EMPLOYEE STATUS

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

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

XX. SEVERABILITY

If any item or provision to this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

XXI. CHOICE OF LAW

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

XXII. DESIGNATION OF FORUM

Any 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

A. Indemnity. In case any action at law or suit in equity may or shall be brought against the CITY or any of its officers, agents, or employees for or on account of the failure, omission, or neglect of the CONSULTANT or its subcontractors, employees, or agents, to do or perform any of the covenants, acts, matters, or things undertaken to be done or performed by the CONSULTANT or its subcontractors, employees, or agents, or from any injuries done to property or persons and caused by the negligence or breach of contract of the CONSULTANT or its subcontractors, employees, or agents, or in any other manner arising out of the negligent performance of the Work required under the Contract Documents or this Agreement by the CONSULTANT then, to the extent such suit or action is due to the fault or neglect of the CONSULTANT or its subcontractors, employees or agents, the CONSULTANT shall defend the CITY in such action or suit as if said actions or suits have been brought directly against the CONSULTANT; and the CONSULTANT shall also indemnify and save harmless the CITY, its officers, agents, and employees from any and all loss, cost or damage whatever arising out of such actions or suits, in like manner and to all intents and purposes as if said actions or suits have been brought directly against the CONSULTANT, but only to the extent such suit or action is due to the fault or neglect or breach of contract of the CONSTRUCTION MANAGER or its subcontractors, employees or agents. The CONSULTANT 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.

B. Liens and Judgments. The CONSULTANT shall and does hereby assume all liability for and agrees to indemnify the CITY or its representatives against any or all loss, costs, damages, and liability for any or by reason of any lien, claims or demands, either for materials purchased or for work performed by laborers, mechanics, and others and from any damages, costs, actions, or causes of action and judgments arising from injuries sustained by mechanics, laborers, and other person by reason of accidents or otherwise, to the extent caused by the negligence or breach of contract of said Firm, or its subcontractors, agents, employees, or workmen.

C. Indemnity from Other Contractors. Upon request by the CONSULTANT, and to the extent the CITY is able under its agreement with other contractors, the CITY shall cause any other contractor who may have a contract with CITY to perform work in the areas where work will be performed under this Agreement, to agree to indemnify the CONSULTANT, subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable and hold them harmless from all claims for bodily injury and property damage that may arise from that contractor's operations. Such provisions shall be in a form satisfactory to the CONSULTANT, but limited to the extent such liability or damage arises from neglect or breach of such separate contractor. If the CONSULTANT makes a written request for such indemnity from other contractors employed by the CITY, the CONSULTANT will have a corresponding obligation to the CITY's other 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, CONSULTANT expends more than \$500,000.00 in federal funds in an operating year from this and other federal grants, CONSULTANT shall, at its own cost and expense, cause to be carried out an independent audit. The audit shall be completed and a copy furnished to the CITY, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period, unless a longer period is agreed to in advance by the CITY. For purposes of this Agreement, an operating and/or audit year is the equivalent to the CONSULTANT's fiscal year. The determination of when Grant Funds are expended is based on when the activity related to the expenditure occurs.

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

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

XXVIII. DEFAULT

In accordance with 24 CFR 85.43, a default shall consist of any use of Grant Funds for a purpose other than as authorized by this Agreement, noncompliance with any provision in all Articles herein, any material breach of the Agreement, failure to comply with the audit requirements as provided herein, or failure to expend Grant Funds in a timely or proper manner. 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.

XXVIV. BUDGET APPROPRIATIONS

The CITY is subject to Section 166.241, Florida Statutes, and is not authorized to contract for expenditures in any fiscal year except in pursuance of budgeted appropriates. With respect to this Agreement, the City has budgeted and appropriated sufficient monies to fund the CITY's obligations under this Agreement. The obligations of the CITY hereunder shall not constitute a general indebtedness of the CITY within the meaning of the Florida Constitution.

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.

CDM CONSTRUCTORS, INC.

By: _____
Richard Slovarp, Senior Vice President

ATTEST:

Craig Gadberry, 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. 2010-_____.

Justin R. Vaske, Assistant City Attorney

EXHIBIT A - SCOPE OF SERVICES

Task Order No. 1 Preliminary and Final Design of Ozone Contactor Separation and Ancillary Improvements

BACKGROUND & OBJECTIVES

The David L. Tippin Water Treatment Facility (DLT WTF) is in need of several upgrades and improvements as described in RFQ - Contract 09-C-00003 ("Project"). This task order will address some of the listed items. The project summary and objectives are as follows:

Description:

The existing ozone contactor has two separate trains operating in parallel labeled Ozone Contactor No. 1 and Ozone Contactor No. 2. Ozone Contactor Nos. 1 & 2 have common connections allowing ozone gas to migrate between each contactor. Access into each contactor is required for routine maintenance. This is currently not feasible without complete shutdown of the ozonation system due to the unsafe conditions created by ozone gas migration. This shutdown impacts treatment performance and distribution system water quality.

Objectives:

- Investigate existing contactors and configuration based on available information (record drawings).
- Conduct a structural audit of Ozone Contactor Nos. 1 and 2.
- Identify requirements to isolate Ozone Contactor No. 1 from Ozone Contactor No. 2 (and vice versa) to prevent ozone gas migration with the goal of allowing one contactor to remain in service while access to the other contactor is concurrently available for maintenance activities without ozone related personal protection equipment.
- Prepare final design documents to isolate Ozone Contactor No. 1 from Ozone Contactor No. 2 (and vice versa) per the identified needs.

TASK ORDER NO. 1 - SCOPE:

1.1 Project Management and Quality Control

1.1.1 Project Management

This task assumes nine (9) months of project management. CDM will establish its project team, project plan, and communications protocol. CDM will schedule and manage its personnel including all professional, supervisory and administrative personnel.

1.2 Data Collection and Process Evaluations

1.2.1 Existing Data Collection

CDM will request, collect, and analyze existing equipment information and historical data.

A preliminary list of items to be provided by the City under this task includes but is not limited to:

- Best available hydraulic profile and process flow schematic;
- Ozone Operation and Maintenance Manuals
- Best available plant record drawings and selected shop drawing submittals. It is understood that the majority of these drawings and or documents will be in raster format;
- Water treatment plant historical operating data for the DLT WTF, including: flows, pressures, ozone production, ozone dosing and ozone residuals, off-gas ozone concentration and flow, and power consumption. In order to facilitate data transfer and analyses, this data will be provided in an Excel format and for a period of approximately five years;
- Existing PLC programming and I/O information

CDM will perform one (1) site visit to interview DLTWTF staff regarding typical operating information and gather project related equipment information (e.g. nameplate data, maintenance history, etc.).

Existing record drawings will be used during the evaluation of options. An owner's allowance of \$20,000 is included under this Task Order No. 1 for surveying, geotechnical investigation and to pay for permit related fees.

1.3 DESIGN PHASE SERVICES – Ozone Contactor Separation & Mechanical System Improvements

1.3.1 Project Kickoff Meeting

CDM will prepare for and conduct one Project Kickoff Meeting to review scope requirements with stakeholders, establish critical success factors for the project and discuss roles and responsibilities for the project team. CDM will prepare an agenda and provide meeting minutes within seven (7) days of the meeting.

1.3.2 Ozone Contactor Structural Audit

In order to evaluate the structural integrity and confirm that the design intent will provide for complete separation of the two trains, CDM will conduct a non-invasive structural audit of the interior of each ozone contactor. The City will drain and vent both contactors (in accordance with their normal procedures), and provide access to CDM inspection staff. CDM will be responsible for their safety measures.

CDM will submit a trip report within 14 calendar days following the inspection. The trip report will include a summary of the inspection and findings.

1.3.3 Ozone Contactor Separation & Mechanical System Improvements Technical Memorandum

Following the investigation and data gathering efforts described in paragraphs 1.2.1 and 1.3.2 above, CDM will prepare and submit a Technical Memorandum describing the work required to separate the existing ozone contactors. Based on initial conversations with plant staff, the proposed design is to include an extension, to the base slab below, of the existing baffle curtain wall located in the contactor effluent chamber. It is expected that a secondary effluent pipe, valves and appurtenances will be required as part of this modification. The scope of work and corresponding budget is predicated on the work described herein, if an alternative design is warranted based on the data collection efforts described in Paragraph 1.2 and subtask 1.3.2 above, a revised scope of services and fee will be developed.

Based on the assumed ozone contactor improvements described above, the Technical Memorandum will incorporate the following activities:

1. Ozone Contactor Separation

CDM will evaluate and describe the work required to include an extension of the existing baffle curtain wall to the bottom of the slab elevation in order to separate the Ozone Contactor Nos. 1 and 2 trains at the effluent

chamber. Associated yard piping changes and isolation valves to tie the two new chambers into the existing contactor effluent piping will be included in the memorandum. City has directed that these isolation valves be located in a vault with a sump pump, light and duplex outlet for ease of future maintenance and/or replacement.

2. Contactor Mechanical System Improvements

CDM will evaluate and describe several other process/mechanical and instrumentation system improvements for the ozone system in the technical memorandum, based on discussions with the City. These improvements include:

- Provide two (2) isolation valves on the ozone feed lines located on the contactor roof.
- Provide automated valves for each of two (2) ozone contactor pressure-vacuum relief lines.
- Provide three (3) additional ozone -in -water analyzers (Orbisphere).
- Retrofit existing contactor ultrasonic level sensors (four total) to provide a stilling well and access from above (while the contactor is in service).
- Replace influent butterfly valves with sliding gates (to minimize submerged gear boxes/moving parts)
- Preliminary process and instrumentation drawings (P&IDs) for the new ozone-in-water analyzers will be provided as part of the technical memorandum. However, programming of control system is not included in this task order (and will be part of engineering services during construction provided for under subsequent task orders).
- Provide contactor manway cover swing arms to minimize safety risks in removing and replacing the covers.

1.3.4 Ozone Contactor Separation Technical Workshop

CDM will prepare for and conduct one technical workshop to discuss recommendations included in the Technical Memorandum with City staff. The workshop will be used to ensure that the final design captures all critical project components. CDM will prepare an agenda and provide meeting minutes within seven (7) days of the meeting.

1.3.5 Ozone Contactor Separation & Mechanical System Improvements- 60% Design

Following submittal of the Technical Memorandum and the subsequent workshop, the design development phase of this project shall begin. A technical memorandum addendum will be submitted to the City. CDM will prepare and submit design drawings at the 60% completion stage. Preliminary technical specifications for the major equipment (only) will be included in this submittal. The 60% submittal will communicate the design intent and approach of all relevant disciplines.

1.3.6 Ozone Contactor Separation 60% Design Review Meeting

CDM will prepare for and conduct one 60% design review meeting to discuss City comments. CDM will prepare an agenda and provide meeting minutes within seven (7) days of the meeting.

1.3.7 Draft Construction Cost Estimate and Construction Schedule

CDM will develop and submit to the City a Draft Engineer's opinion of probable construction cost with the 60% submittal along with a draft (preliminary) construction schedule.

1.3.8 Ozone Contactor Separation and Mechanical System Improvements-90% Design

Following the 60% design review meeting, CDM will prepare and submit plans and specifications at the 90% completion stage. The 90% complete plans and specifications will incorporate the City's comments from the previous submittal.

1.3.9 Ozone Contactor Separation 90% Design Review Meeting

CDM will prepare for and conduct one 90% design review meeting to discuss City comments. CDM will prepare an agenda and provide meeting minutes within seven (7) days of the meeting.

1.3.10 Ozone Contactor Separation - 100% Design

Following the 90% design review meeting, CDM will prepare and submit plans and specifications at the 100% completion stage. The 100% complete plans and specifications will incorporate the City's comments from the previous submittal. CDM will provide 100% design drawings and specification for the Contactor Separation & Mechanical System Improvements project in CAD format and MS WORD format respectively.

1.3.11 Permitting

CDM will provide the City a list of required permits with the Technical Memorandum. At this time, it is assumed that one FDEP/DOH permit and one site development and building permit (from City of Tampa) may be

required for these operational modifications. CDM will prepare the permit applications, including permit drawings (and specifications, if required), for submittal. All permit fees will be paid for by CDM via the owner's allowance.

CDM will respond to comments from each permitting agency up to two permit review cycles.

1.3.12 Guaranteed Maximum Price, Construction Schedule and Guaranteed Completion Date

CDM will provide a Guaranteed Maximum Price (GMP), Construction Schedule and Guaranteed Completion Date with the 90% complete plans and specifications.

DELIVERABLES

SUBMITTALS

- Agendas and Meeting Minutes (4 total including Kickoff, Contactor Separation Technical Workshop, Contactor Separation 60% Design Review Meeting, Contactor Separation 90% Design Review Meeting).
 - An appropriate quantity of agenda hardcopies will be provided based on meeting attendance.
 - PDF files including agenda, all meeting handouts, and minutes will be provided for each meeting.
- Structural Audit Trip Report (five (5) hard copies and one electronic copy in PDF)
- Technical Memorandum - Ozone Contactor Separation & Mechanical System Improvements (five (5) hardcopies) and one electronic copy in PDF.
- Technical Memorandum Addendum - Ozone Contactor Separation & Mechanical System Improvements (five (5) hardcopies) and one electronic copy in PDF format.
- 60% Design (Plans, and Specifications for major equipment only) - Ozone Contactor Separation & Mechanical System Improvements (five (5) hardcopies of 24x36-size plans and specifications and one electronic copy of each in PDF format).
- Draft Construction Cost Estimate and Construction Schedule (five (5) hard copies)

- 90% Design (Plans and Specifications) - Ozone Contactor Separation & Mechanical System Improvements (five (5) hardcopies of 24x36-size plans and specifications and one electronic copy of each in PDF format).
- Guaranteed Maximum Price, Construction Schedule and Guaranteed Completion Date (five (5) hard copies)
- 100% Design (Plans and Specifications) - Ozone Contactor Separation & Mechanical System Improvements (five (5) hardcopies of full size plans and specifications (one original signed and sealed and 4 copies) and one CD containing electronic copies in PDF, DWG, and MS WORD format.

MEETINGS

- Project Kickoff Meeting
- Ozone Contactor Separation Technical Workshop
- Ozone Contactor Separation 60% Design Review Meeting
- Ozone Contactor Separation 90% Design Review Meeting

SCHEDULE

- The Ozone Contactor Structural Audit trip report will be submitted 2 weeks after the contactor inspection.
- The Ozone Contactor Separation & Mechanical System Improvements Preliminary Design Technical Memorandum will be submitted six (6) weeks following the contactor inspection.
- The Contactor Separation 60% design will be submitted eight (8) weeks after the Technical Workshop.
- The Contactor Separation 90% design will be submitted six (6) weeks after 60% review meeting.
- The Contactor Separation 100 % design will be submitted four (4) weeks after 90% review meeting.

COMPENSATION

- The lump sum fee for providing engineering and related services for this project is as shown in Exhibit B.

City of Tampa DLT WIF Improvements Project
 Task Order No. 1-Ozone Contactor Separation & Ancillary Improvements
ESTIMATED PROJECT SCHEDULE

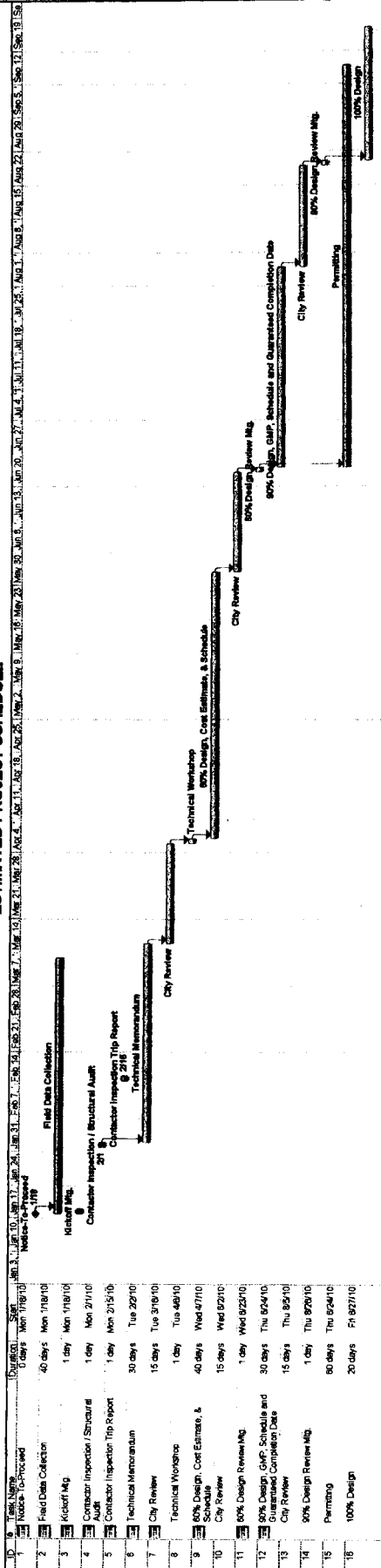


EXHIBIT B
CDM PROFESSIONAL ENGINEERING SERVICES - LUMP SUM AMOUNT
TASK ORDER NO. 1 - PRELIMINARY & FINAL DESIGN OF OZONE CONTACTOR SEPARATION & ANCILLARY IMPROVEMENTS

Task	Task Description	Principal	Project Manager	Professional Engineer	Professional Engineer	Professional Engineer II	Staff Engineer	Senior Engineering Specialist	Senior Designer / Drafter	Designer / CADD Tech	Clerical Admin	TOTAL HOURS	TOTAL LABOR COSTS
1.1	PROJECT MANAGEMENT AND QUALITY CONTROL												
1.1.1	Project Management	6	75	0	0	0	0	0	0	0	75	156	\$17,325
	SUBTOTAL	6	75	0	0	0	0	0	0	0	75	156	\$17,325
1.2	Data Collection & Process Evaluations												
1.2.1	Existing Data Collection	0	8	6	16	10	12	0	0	0	4	56	\$7,160
	SUBTOTAL	0	8	6	16	10	12	0	0	0	4	56	\$7,160
1.3	Design Phase Services - Ozone Contactor Separation & Mechanical System Improvements												
1.3.1	Project Kickoff Meeting	4	8	12	0	8	0	0	0	0	2	34	\$5,730
1.3.2	Ozone Contactor Structural Audit	0	0	16	16	0	10	2	0	0	2	46	\$6,650
1.3.3	Technical Memorandum	0	12	40	20	50	20	8	8	8	8	174	\$25,804
1.3.4	Technical Workshop	0	8	12	0	8	0	0	0	0	2	30	\$4,930
1.3.5	60% Design	4	32	50	44	110	80	0	50	40	10	420	\$55,600
1.3.6	60% Design Review Meeting	4	8	4	0	4	0	4	0	0	0	24	\$4,400
1.3.7	Draft Construction Cost Estimate and Construction Schedule	5	6	8	0	20	0	2	0	0	0	41	\$7,000
1.3.8	90% Design	4	20	40	30	100	80	0	40	60	14	388	\$48,990
1.3.9	90% Design Review Meeting	4	8	4	0	4	0	4	0	0	0	24	\$4,400
1.3.10	100% Design	4	12	12	12	44	37	0	12	30	8	171	\$20,970
1.3.11	Permitting	0	8	0	0	12	48	0	0	0	0	68	\$7,320
1.3.12	GMP, Schedule and Guaranteed Completion Date	5	6	8	0	20	0	2	0	0	0	41	\$7,000
	SUBTOTAL	34	128	206	122	380	275	22	110	138	46	1461	\$198,794
	TOTAL HOURS	40	211	212	138	390	287	22	110	138	125	1673	\$223,279
	LABOR TOTALS	\$8,000	\$31,650	\$42,400	\$16,560	\$68,500	\$25,830	\$5,500	\$15,960	\$10,764	\$6,125		

Notes:
 1. Other Direct Costs (ODCs) include in-house copies, prints, and Fed X, and travel expenses. Estimated at 3.0% labor cost.

TASK ORDER No. 1 SUBTOTAL Labor \$223,279
 ODCs: \$6,698
 Owner's Allowance for survey, geotech and permitting fees - To be authorized by City PM prior to use: \$20,000

TOTAL COST: \$249,977

CITY OF TAMPA INSURANCE REQUIREMENTS

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

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

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

The following coverages are required:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) 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. The instructions that directly follow are for the form heading information pertaining to the project and prime.

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

W.O.# If the report covers a work order number (W.O.#) for the contract, please indicate it in that space.

Contract Name. This is the name of the contract assigned by the City of Tampa for the bid or proposal.

Contractor Name. The name of your business.

Address. The physical address of your business.

Federal ID. A number assigned to a business for tax reporting purposes.

Phone. Telephone number to contact business.

Fax. Fax number for business.

Email. Provide email address for electronic correspondence.

Pay Period. Provide start and finish dates for pay period. (e.g. 05/01/07 – 05/31/07)

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

City Department. The City of Tampa department to which the contract pertains.

Total Amount Requested for pay period. Provide all dollars you are expecting to receive for the pay period.

Total Contract Amount (including change orders). Provide expected total contract amount. This includes any change orders that may increase or decrease the original contract amount.

Signed/Name/Title/Date. This is your certification that the information provided on the form is accurate.

See attached documents. Check if you have provided any additional documentation relating to the payment data. Located at the bottom middle of the form.

Partial Payment. Check if the payment period is a partial payment, not a final payment. Located at the top right of the form.

Final Payment. Check if this period is the final payment period. Located at the top right of the form.

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

(Type) of Ownership. Indicate the Ethnicity and Gender of the owner of the subcontracting business or SLBE.

Trade/Work Activity. Indicate the trade, service, or material provided by the subcontractor.

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

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

Company Name, Address, Phone & Fax. Provide company information for verification of payments.

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

Amount Paid To Date. Indicate all dollars paid to date for the subcontractor.

Amount Pending, Previously Reported. Indicate any amount previously reported that payments are pending.

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

Sub Pay Period Ending Date. Provide date for which subcontractor invoiced performed work.

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

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

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.

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. The instructions that directly follow are for the form heading information pertaining to the project and prime.

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.

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

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

Company Name, Address, Phone & Fax. Provide company information for verification of payments.

Type of Ownership. Indicate the Ethnicity and Gender of the owner of the subcontracting business.

Trade, Services, or Materials Indicate the trade, service, or material provided by the subcontractor.

NIGP codes are listed at top section of document.

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.

