

Agmt

RESOLUTION NO. 2015- 615

**A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$300,000 BETWEEN THE CITY OF TAMPA AND WALTER P. MOORE AND ASSOCIATES, INC. IN CONNECTION WITH CONTRACT NO. 14-D-00050; CITY-WIDE PARKING GARAGE IMPROVEMENTS DESIGN; AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, via the competitive selection process in accordance with Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act and consistent with Federal procurement policies, the City of Tampa (CITY) selected Walter P. Moore and Associates, Inc. as CONSULTANT to provide Professional Engineering Services in connection with Contract 14-D-00050; City-Wide Parking Garage Improvements Design, (PROJECT) as detailed in the Agreement for Consultant Services (AGREEMENT); and

**WHEREAS**, the CITY desires to enter into an agreement with the CONSULTANT to provide certain Professional Engineering Consulting 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, THAT:**

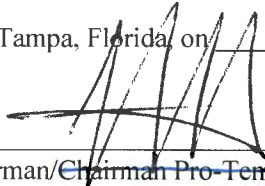
**Section 1.** The Agreement for Consultant Services between the City of Tampa and Walter P. Moore & Associates, Inc. in connection with Contract 14-D-00050; City-Wide Parking Garage Improvements Design as detailed in said AGREEMENT, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in substantially similar form.

**Section 2.** 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.** Award of a professional services contract in the amount of \$300,000 for use by the Parking Division of the Logistics and Asset Management Department within the Parking-Operations Fund.

**Section 4.** The 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 JUL 30 2015

  
\_\_\_\_\_  
Chairman/Chairman Pro-Tem, City Council

ATTEST:

  
\_\_\_\_\_  
City Clerk/Deputy City Clerk

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

42015-27

## **AGREEMENT FOR CONSULTANT SERVICES**

**THIS AGREEMENT**, made and entered into at Tampa, Florida, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the CITY OF TAMPA, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", the address of which is 315 East Kennedy Boulevard, Tampa, Florida 33602, and Walter P. Moore and Associates, Inc., a corporation chartered and existing under the laws of the State of Texas, hereinafter referred to as "CONSULTANT", the address of which is 201 E. Kennedy Boulevard, Suite 300, Tampa, FL, 33602

### **WITNESSETH:**

**WHEREAS**, the CITY desires to engage the CONSULTANT to perform certain Professional Engineering Consulting Services pertinent to such work which shall be referred to as 14-D-00050; City-Wide Parking Garage Improvements Design "PROJECT" in accordance with this Agreement; and

**WHEREAS**, the CONSULTANT desires to provide such Professional Engineering Consulting 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 will 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 practices and ethical standards. "CONSULTANT" is sometimes referred to as "ENGINEER" in Exhibit A. "CITY" is sometimes referred to as "CLIENT" or "client" in Exhibit A.

B. 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 and a Notice to Proceed. The Agreement shall remain in force until the completion of all construction for the Project.

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 are 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 services performed with this Agreement an upset limit of \$300,000 as indicated in **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 completion. The Consultant will file or assist in filing the annual performance report to HUD, if applicable. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

**VIII. PERSONNEL**

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

incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the certain professional engineering services under this Agreement.

#### **IX. SUSPENSION, CANCELLATION OR ABANDONMENT**

In the event the PROJECT is suspended, cancelled or abandoned, 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 hereof, CONSULTANT shall immediately cease work hereunder and shall be compensated for its services rendered up to the time of such cancellation or termination on a quantum meruit basis; and the CITY shall have no further financial obligation to CONSULTANT.

In the event the PROJECT is suspended, cancelled or abandoned, 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.

#### **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, the City may terminate this Agreement for 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 pursuant to Article X 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 disqualified from participating in the proposed Project.

#### **XIV. COMPLIANCE WITH LAWS**

A. The CONSULTANT shall comply with the applicable requirements of State laws and all Codes and 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 under said Agreement.

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. 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. EQUAL BUSINESS OPPORTUNITY PROGRAM**

A. The CONSULTANT shall demonstrate good faith effort toward the utilization of City of Certified Women/Minority Business Enterprise (W/MBE) and Small Local Business Enterprise (SLBE) subconsultants or suppliers.

B. The CITY shall make available a list of Certified W/MBEs and SLBEs.

C. The CONSULTANT shall report to the CITY its subcontractors/subconsultants/suppliers solicited or utilized (**Exhibit D**).

D. 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 utilized with their final contract amounts and any other reports or forms as may be required by the CITY.

**XVIII. CITY CODE OF ETHICS**

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

**XIX. NEGATION OF AGENT OR EMPLOYEE STATUS**

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 party bringing a legal action or proceeding against any other part arising out of or relating to this Agreement may bring the legal action or proceeding in the United States District Court for the Middle District of Florida, Tampa Division or in any court of the State of Florida sitting in Tampa.

### **XXIII. AUTHORIZATION**

Each party represents to the other that such has authority under all applicable laws to enter into an agreement containing each covenants and provisions as are contained herein, that all of the procedural requirements imposed by law upon each party for the approval and authorization of this Agreement have been properly completed, and that the persons who have executed the Agreement on behalf of each party are authorized and empowered to execute said Agreement.

### **XXIV. ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement between the parties and there are no promises or understandings other than those stated herein. 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**

The CONSULTANT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

### **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.

**XXIX. BUDGET APPROPRIATIONS**

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

IN WITNESS WHEREOF, the CITY has caused 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.

ATTEST:

WALTER P. MOORE AND ASSOCIATES, INC.

By: \_\_\_\_\_  
Dana DuPriest, Corporate Secretary (SEAL)

By: \_\_\_\_\_  
Richard Temple, P.E., Senior Principal

ATTEST:

CITY OF TAMPA

\_\_\_\_\_  
City Clerk/Deputy City Clerk (SEAL)

By: \_\_\_\_\_  
Bob Buckhorn, Mayor

APPROVED AS TO LEGAL SUFFICIENCY

\_\_\_\_\_  
Rachel S. Peterkin, Assistant City Attorney

The execution of this document was authorized by  
Resolution No. 2015-\_\_\_\_

Exhibit A

WALTER P MOORE

April 13, 2015

Frank Woodard II  
Project Coordinator  
City of Tampa  
306 East Jackson Street  
Tampa, Florida 33602

Ph: 813-274-8549  
e-mail: Frank.Woodard@tampagov.net

Re: RFQ-14-D-00050  
Agreement for Consultant Services  
City-Wide Parking Garage Improvements Design  
Tampa, Florida

Frank,

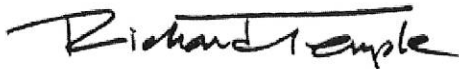
Attached are the following items in reference to the above-named project:

1. Information Document to complete the Agreement for Consultant Services
2. Billing Rate Schedule
3. Letter of Intent 3.6.13 for AREHNA Engineering, Inc.
4. Letter of Intent 3.6.13 for Volt Air Consulting Engineers
5. DMI Forms 1 and 3
6. Certificate of Insurance
7. Scope of Work

If you have any questions or require additional information, please let me know.

Sincerely,

WALTER P. MOORE & ASSOCIATES, INC.



Richard J.A. Temple, PE  
Senior Principal

Attachments

**City-Wide Parking Garage Improvements Design**  
**RFQ 14-D-00050**  
**Scope of Services**

**Introduction**

The scope of this project provides for professional engineering services for the assessment of eight City parking garages, preparation of construction documentation to remedy deficiencies observed and construction administration services over a three-year contract period. Assessments will be performed to identify structural, waterproofing and miscellaneous items in need of repair. Construction documentation will be prepared based on the findings of the assessments, our recommendations and the specific needs of the City.

**Tasks**

- 1) Parking Structure Assessments
- 2) Preparation of Report and Recommendations
- 3) Development of Construction Documents
- 4) Condition Assessment of Roof for Centro Ybor Garage and Palm Avenue Garage

**Scope of Services**

**Task 1: Parking Structure Assessments**

In general ENGINEER'S scope of Basic Services will consist of a structural evaluation of the site and improvements intended to make a reasonable assessment of the present condition and to identify potential liabilities. ENGINEER will provide the following scope of services:

- A. The following garages will be part of this comprehensive assessment.
  1. Centro Ybor Garage
  2. Fort Brooke Garage
  3. Palm Avenue Garage
  4. South Regional Garage
  5. Tampa Convention Center Garage
  6. Twiggs Garage
  7. Whiting Garage
  8. William F. Poe Garage
- B. ENGINEER will review original construction documents to become familiar with the design concept of the structures (if available). A review of the structural design or a comprehensive check of the drawings is not within the scope of the proposal.
- C. ENGINEER will visit the project sites to observe the exposed and readily accessible elements of the structures without the use of scaffolds, swing stages, selective demolition or the removal of existing finishes. Specifically, the scope is restricted to viewing the structures for evidence of structural distress, areas of deterioration and to identify visible potential or suspected structural problem areas. The assessment will include a review of typical floors, columns, beams and walls. The visual review will document typical noticeable distress such as cracks, leaks, spalls, scaling, joint deterioration and other similar adverse conditions. In addition, the scope of work does not cover documentation of each and every item of distress in the parking garages.
- D. ENGINEER will conduct a visual observation to assess the general condition of the visible drainage system, exposed electrical conduit, light fixtures, fire extinguisher boxes, fire hose attachments, and protective barrier attachments, if any.

- E. ENGINEER will perform a visual examination of mechanical equipment such as parking access equipment and elevator cabs for general condition.
- F. ENGINEER will prioritize the observed conditions into three categories (High Priority, Medium Priority and Low Priority) according to the perceived immediacy of performing repairs. A fourth category (Non Structural) may also be included if conditions are observed that are not technically structural in nature but may have a significant impact on the ongoing performance and condition of the parking garage. Descriptions of these different categories will be more fully defined in the final report.
- G. The evaluation will include field testing, material testing and non-destructive testing of selective concrete members. The scope and extent of the testing will be coordinated to determine viable repair approaches and alternatives. The following field and laboratory tests will be considered in the development of the testing program.
  - 1. Delamination survey of supported floor surfaces at selected locations to estimate bid quantities for concrete floor repair as determined necessary;
  - 2. Concrete cover measurement by GPR (Ground Penetrating Radar) at selected location (1 location per garage);
  - 3. Concrete petrographic (microscopic) examination of concrete core samples (1 core per garage) to evaluate the general concrete quality and to identify cause of concrete deterioration;
  - 4. Compressive strength of concrete core samples (6 cores per garage);
  - 5. Chloride ion content of concrete core samples at increments of 1", 2" and 3" depth to determine the chloride contamination at various depths of the floor slab. (6 locations, 18 samples per garage).
  - 6. No exploratory openings will be completed during this assessment. This may become a recommendation for further action if deemed necessary and would be consider Additional Services.
- H. ENGINEER will visit the project sites to observe the exposed and readily accessible concrete elements of the structures without the use of scaffolds, swing stages, selective demolition or the removal of existing finishes. Specifically, the scope is restricted to viewing the concrete elements of the structures for evidence of structural distress, areas of deterioration and to identify visible potential or suspected structural problem areas. The assessment will include a review of typical floors, columns, beams and walls. The visual review will document potentially new typical noticeable distress not observed during Scope Item 3: Comprehensive Assessment of Eight City Garages. In addition, the scope of work does not cover documentation of each and every item of distress in the parking garages.

#### **Task 2: Preparation of Report and Recommendations**

- A. ENGINEER will prepare a Comprehensive Report that contains an executive summary of our review, observations made, conclusions and recommendations for remedial actions. An opinion of probable construction costs will be developed for budgeting purposes and a 10-year Capital Asset Management Plan (CAMP). Where appropriate, this report shall also include photographic documentation of observed conditions. This report is not intended to be a construction document for the performance of repairs, but a report that describes general observed conditions of concern so that construction documents for repairs may be prepared in a later phase of the work if desired.

- B. ENGINEER will prepare a brief Summary Report that contains an introduction, description of the structure, observations made, conclusions, conceptual recommendations for remedial actions. This report shall also include limited photographic documentation of observed conditions. This report is not intended to be a construction document for the performance of repairs, but a report that describes general observed conditions of concern so that construction documents for repairs may be prepared in a later phase of the work if desired.
- C. We will provide as many draft and final reports as the City requests. We generally anticipate six (6) copies of each.

### **Task 3: Development of Construction Documents**

In general ENGINEER'S scope of Basic Services will consist of the following activities: preparation of plans, details and specifications for competitive bidding and implementation of selected repairs. A "task item" format will be utilized to develop repair approach, method, and to specify appropriate materials for the various types of distress noted within the structures. Upgrades/improvements will also be identified as a task item, if requested. The task items will then form the basis for the development of the plans, details and specifications and to define the scope of the repair work. ENGINEER will provide the following scope of services:

- A. ENGINEER will review exiting documentation to re-familiarize himself with the parking structure and the existing conditions. A review of the structural design or a comprehensive check of the drawings is not within the scope of the proposal.
- B. ENGINEER will revisit the project site to confirm the location and quantities of the existing conditions requiring repair actions.
- C. ENGINEER will prepare construction documents to including construction drawings in an 11"x17" format, technical specifications, and bid documents for the repair items identified in our Phase I assessment report.
- D. The repair documents will be compiled in a form appropriate for attachment to a bid package which can be used by the Client for obtaining competitive bids for the work. The Client will provide General Conditions, Supplementary Conditions, and Bidder Instructions, as appropriate for the bid package, and will coordinate bid issue and related activities.
- E. ENGINEER will provide 60% and 90% Construction Document submittals for review by CLIENT and incorporate revisions.
- F. ENGINEER will provide construction documents for bidding.
- G. ENGINEER will participate in a pre-bid meeting at the project site for each garage project.
- H. ENGINEER will prepare and issue up to 2 addendums to modify the construction documents for each garage project.
- I. ENGINEER will assist in bid evaluation and contractor selection for each garage project.
- J. ENGINEER will assist the client with a pre-construction meeting to review work and scheduling and issue meeting minutes for each garage project.
- K. ENGINEER will review and take appropriate action on material submittals and material substitutions related to each garage project.
- L. ENGINEER will answer questions the contractor may have regarding construction and will respond to project related RFIs for each garage project.

- M. ENGINEER will visit the project site during each repair project and prepare field reports. Number of field visits are yet to be determined and will vary for each garage project.
- N. ENGINEER will attend periodic progress meetings during construction in person at the site or by conference call for each garage project. Number of progress meetings that ENGINEER will attend are yet to be determined and will vary for each garage project.
- O. ENGINEER will prepare a punchlist upon substantial completion of the project and verify that the work has been satisfactorily executed upon final completion.
- P. ENGINEER will issue certificate of substantial completion.

**Task 4A: Condition Assessment and Construction Documents of Roof Level of Centro Ybor Garage and Palm Avenue Garage**

In general ENGINEER'S scope of Basic Services will consist of a structural evaluation of the parking structure to make a reasonable assessment of the present condition and to identify potential liabilities. ENGINEER will provide the following scope of services:

- A. ENGINEER has proceeded with the Condition Assessment of the two garages based on verbal authorization of Client provided on March 19, 2015.
- B. ENGINEER will review original construction documents to become familiar with the design concept of the structure (if available). A review of the structural design or a comprehensive check of the drawings is not within the scope of the proposal.
- C. ENGINEER will visit the project site to observe the exposed and readily accessible elements of the Roof Level of the structure without the use of scaffolds, swing stages, selective demolition or the removal of existing finishes. Specifically, the scope is restricted to viewing the structure for evidence of structural distress, areas of deterioration and to identify visible potential or suspected structural problem areas. The visual assessment will include a selected review of typical floors, columns, beams and walls. The visual review will document typical noticeable distress such as cracks, leaks, spalls, scaling, joint deterioration and other similar adverse conditions. The scope does not cover evaluation of the guard rail cables and their anchorages. In addition, the scope of work does not cover documentation of each and every item of distress in the parking garage. For the purposes of this scope document, a one day walkthrough assessment is included.
- D. ENGINEER will prepare a brief Summary Report that contains an introduction, description of the structure, observations made, conclusions, conceptual recommendations for remedial actions and an opinion of probable construction cost for the repairs recommended. This report shall also include limited photographic documentation of observed conditions. This report is not intended to be a construction document for the performance of repairs, but a report that describes general observed conditions of concern so that construction documents for repairs may be prepared in a later phase of the work if desired.
- E. Anticipated schedule for completion of the Condition Assessment services is one week.

**Task 4B: Development of Construction Documents**

In general ENGINEER'S scope of Basic Services will consist of the following activities: preparation of plans, details and specifications for competitive bidding and implementation of selected repairs for the Roof Levels of the Centro Ybor Garage and the Palm Avenue Garage. A "task item" format will be utilized to develop repair approach, method, and to specify appropriate materials for the various types of distress noted within the structures. Upgrades / improvements will also be identified as a task item, if requested. The task items will then form the basis for the development of the plans,

details and specifications and to define the scope of the repair work. ENGINEER will provide the following scope of services:

- A. ENGINEER will review existing documentation to re-familiarize himself with the parking structure and the existing conditions. A review of the structural design or a comprehensive check of the drawings is not within the scope of the proposal.
- B. ENGINEER will revisit the project site to confirm the location and quantities of the existing conditions requiring repair actions.
- C. ENGINEER will prepare construction documents to including construction drawings in an 11"x17" format, technical specifications, and bid documents for the repair items identified in our Phase I assessment report.
- D. The repair documents will be compiled in a form appropriate for attachment to a bid package which can be used by the Client for obtaining competitive bids for the work. The Client will provide General Conditions, Supplementary Conditions, and Bidder Instructions, as appropriate for the bid package, and will coordinate bid issue and related activities.
- E. ENGINEER will provide 60% and 90% Construction Document submittals for review by CLIENT and incorporate revisions.
- F. ENGINEER will provide construction documents for bidding.
- G. ENGINEER will participate in a pre-bid meeting at the project site for each garage project.
- H. ENGINEER will prepare addendums to modify the construction documents for each garage project.
- I. ENGINEER will assist in bid evaluation and contractor selection for each garage project.
- J. ENGINEER will assist the client with a pre-construction meeting to review work and scheduling.
- K. ENGINEER will review and take appropriate action on material submittals and material substitutions related to each garage project.
- L. ENGINEER will answer questions the contractor may have regarding construction and will respond to project related RFIs for each garage project.
- M. ENGINEER will visit the project site up to three (3) times during each repair project and prepare field reports.
- N. ENGINEER will attend up to three (3) periodic progress meetings during construction in person at the site or by conference call for each garage project.
- O. ENGINEER will prepare a punchlist upon substantial completion of the project.
- P. ENGINEER will issue certificate of substantial completion.
- Q. Anticipated schedule for completion of construction documents for Task 4B is approximately four weeks.
- R. Fee for construction administration services portion for Task 4B is based on an assumed duration of construction of 2 months.

Tampa City-Wide Parking Improvements Design  
SCOPE OF SERVICES

**Time Schedule:**

Task 1 - 4 months

Task 2 - 2 months

Task 3 - 6 months

Task 4 - 2 months

**Supplemental Services:**

Work requested by the City that is not included in the Scope of Services will be classified as supplemental services. The Consultant can provide supplement services under an Amendment to this Scope of Services approved by the City Commission.



Exhibit B  
City-Wide Parking Garage Improvements Design  
RFQ-14-D-00050

**BILLING RATE SCHEDULE (for Tasks 1 through Task 3)**

Diagnostics Group  
2015 Standard

<u>Category</u>	<u>Rate</u>
Senior Principal.....	\$300.00
Principal.....	\$285.00
Senior Project Manager .....	\$255.00
Project Manager .....	\$200.00
Senior Engineer .....	\$190.00
Engineer .....	\$180.00
Graduate Engineer.....	\$165.00
CADD Designer .....	\$165.00
Senior CADD Technician .....	\$125.00
CADD Technician .....	\$105.00
Senior Field Representative .....	\$140.00
Field Representative .....	\$120.00
Materials Conservator.....	\$180.00
Senior Building Envelope Consultant .....	\$250.00
Building Envelope Consultant .....	\$180.00
Graduate Building Envelope Consultant .....	\$165.00
Senior Administrative Assistant.....	\$105.00
Administrative Assistant.....	\$90.00
Senior Technician .....	\$105.00
Technician .....	\$95.00
Project Accountant.....	\$105.00
Senior Consultant.....	\$290.00

**Task 4**

A. Condition Assessment of Roof for Centro Ybor and Palm Avenue Garages	\$15,000
B. Development of Construction Documents for Centro Ybor and Palm Avenue Garages	<u>\$50,000</u>
<b>TOTAL</b>	<b>\$65,000</b>

## 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 on 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 projects. 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 Awaradee/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 POLICES - 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)



Page 3 of 4DMI – Solicited/Utilized
City of Tampa –DMI Schedule of Sub-(Contractors/Consultants/Suppliers) to be Utilized
(FORM MBD-20)

Contract No.: RFQ 14-D-00050 Contract Name: City Wide Parking Garage Improvements Design
Contractor Name: Walter P. Moore and Associates, Inc. Address: 201 E. Kennedy Blvd., Suite 300, Tampa, FL 33602
Federal ID: 74-1554339 Phone: 813-221-2424 Fax: 813-221-2289 Email: rtemple@walterpmoore.com

[ ] See attached documents.
[ ] No Subcontracting (of any kind) will be performed on this contract.

NIGP Code General Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

This DMI Schedule Must Be Submitted with the Bid or Proposal (Do Not Modify This Form)

Enter "S" for firms Certified as Small Local Business Enterprises, "W" for firms Certified as Women/Minority Business Enterprise

Table with 6 columns: Federal ID, Company Name, Address, Phone & Fax, Type of Ownership, Trade, Services, or Materials, NIGP Code, Amount of Quote, Letter of Intent if available, Percent of Scope/Contract %.

Total Subcontract/Supplier Utilization \$ 20%, dollar amount not available at this time
Total SLBE Utilization \$ 10%, dollar amount not available at this time
Total WMBE Utilization \$ 10%, dollar amount not available at this time
Percent SLBE Utilization of Total Bid/Proposal Amt. 10 % Percent WMBE Utilization of Total Bid/Proposal Amt. 10 %

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this contract. This form must be completed and submitted with the bid or proposal. Modifying or failing to sign DMI forms may result in Non-Complianceand/or deemed non-responsive.

Signed: [Signature] Name/Title: Richard Temple, PE, Senior Principal Date: 4/13/2017
MBD 20 rev. 02/01/13 Note: Detailed Instructions for completing this form are on the next page.



## Page 4 of 4DMI – Solicited/Utilized

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

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

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

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

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

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



Exhibit D

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

[ ] Partial [ ] Final

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

Contractor Name: \_\_\_\_\_ Address: \_\_\_\_\_

Federal ID: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

GC Pay Period: \_\_\_\_\_ Payment Request/Invoice Number: \_\_\_\_\_ City Department: \_\_\_\_\_

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

Type of Ownership - (F=Female M=Male), BF BM = African Am., HF HM = Hispanic Am., AF AM = Asian Am., NF NM = Native Am., CF CM = Caucasian S = SLBE

Table with 5 columns: Type, Trade/Work Activity, Federal ID, Total Sub Contract Or PO Amount, Amount Paid To Date, Amount Pending Previously Reported, Amount To Be Paid For This Period, Sub Pay Period Ending Date.

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

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

Signed: \_\_\_\_\_ Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_



## Page 2 of 2 – DMI Payment

### Instructions for completing The DMI Sub-(Contractors/Consultants/ Suppliers) Payment Form (Form MBD-30)

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

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

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

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

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

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