

Agmt
Bid

RESOLUTION NO. 2015- 565

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$1,140,382 BETWEEN THE CITY OF TAMPA AND WALBRIDGE ALDINGER, LLC, IN CONNECTION WITH CONTRACT NO. 15-C-00017; OLD CITY HALL EXTERIOR RENOVATIONS – DESIGN-BUILD; AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE.

WHEREAS, via the competitive selection process in accordance with Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act and consistent with Federal procurement policies, the City of Tampa (CITY) selected Walbridge Aldinger, LLC (FIRM), to provide Professional Engineering Services in connection with Contract 15-C-00017; Old City Hall Exterior Renovations – Design-Build, (PROJECT) as detailed in the Agreement for Professional Engineering services (AGREEMENT); and

WHEREAS, the CITY desires to enter into an agreement with the FIRM to provide certain Professional Engineering 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:

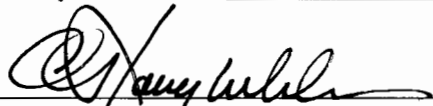
Section 1. That the Agreement for Professional Engineering Services between the City of Tampa and Walbridge Aldinger, LLC, in connection with Contract 15-C-00017; Old City Hall Exterior Renovations – Design-Build as detailed in said AGREEMENT, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in substantially similar form.

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

Section 3. Award of a contract providing for Professional Engineering Services is provided in the amount of \$1,140,382 for the Old City Hall Exterior Renovations – Design-Build Project for the Logistics and Asset Management Department within the Debt Proceeds Fund.

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

PASSED AND ADOPTED by the City Council of the City of Tampa, Florida, on JUL 16 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

1/2015-23

AGREEMENT FOR DESIGN-BUILD SERVICES
Initial Design-Build

THIS AGREEMENT, made and entered into at Tampa, Florida, this _____ day of _____, 201__, by and between the CITY OF TAMPA, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", the address of which is 315 East Kennedy Boulevard, Tampa, Florida 33602, and WALBRIDGE ALDINGER, LLC, a corporation existing under the laws of the State of Michigan, hereinafter referred to as "FIRM", the address of which 9942 Currie Davis Drive, Suite H, Tampa, FL 33619.

WITNESSETH:

WHEREAS, the CITY desires to engage the FIRM to perform certain Professional Engineering Services pertinent to such work which shall be referred to as Contract 15-C-00017; Old City Hall Exterior Renovations - Design-Build "PROJECT" in accordance with this Agreement; and

WHEREAS, the FIRM desires to provide such Design-Build Services in accordance with this Agreement.

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

I. GENERAL SCOPE OF THIS AGREEMENT

A. The relationship of the FIRM to the CITY shall be that of an independent professional Design-Builder for the PROJECT; and the FIRM shall provide the professional design-build and technical services required under this Agreement in accordance with acceptable architectural/engineering/construction practices and ethical standards.

B. Any additional services to be provided by the FIRM after completion of the initial 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 FIRM in accordance with this Agreement shall be used as a basis for negotiating the future Agreement for Construction Services. A Construction Fee not to exceed 7.5 percent (7.5%) shall be used in the calculation of the Total Project Cost.

D. The scope of services to be provided is indicated in **Exhibit A**.

II. DATA AND SERVICES TO BE PROVIDED BY THE CITY

The CITY shall provide:

A. Available plans and specifications of existing construction.

B. Ground topography.

III. PERIOD OF SERVICE

A. The FIRM shall begin work promptly after receipt of a fully executed copy of the Agreement. All work shall be completed within nine (9) months after issuance of the Notice to Proceed.

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

IV. GENERAL CONSIDERATIONS

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

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

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

V. COMPENSATION

The CITY shall compensate the FIRM for the initial Design-Build engineering services performed under this Agreement a lump sum of \$1,140,382 to be billed in accordance with **Exhibit B**.

VI. PAYMENT

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

VII. RECORDS

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

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

VIII. PERSONNEL

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

IX. SUSPENSION, CANCELLATION OR ABANDONMENT

Suspension, cancellation or abandonment of this Agreement shall be necessitated if any of the following occur: disclosure of CITY confidential information, procedures or activities; failure of the FIRM to aggressively, adequately, timely and appropriately perform the services required by this Agreement to the satisfaction of the CITY, or other similar cause.

In the event the PROJECT is suspended, cancelled or abandoned at the CITY's sole discretion, the FIRM shall be given fifteen (15) days prior written notice of such action and shall be compensated for the professional services provided and reimbursable expenses incurred up to the date of suspension, cancellation or abandonment in an amount mutually agreed to by the CITY and FIRM and supported by back-up documentation.

Upon suspension, cancellation or abandonment of the PROJECT by the CITY, the FIRM shall immediately cease work, deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the FIRM's services under this Agreement, and shall be compensated for its services rendered up to the time of such suspension, cancellation or abandonment on a quantum meruit basis; and the CITY shall have no further financial obligation to the FIRM.

X. TERMINATION

A. Termination for Cause.

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

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

B. Termination for Convenience.

The CITY may reduce the scope of work or terminate work under this Agreement or amendment to this Agreement without cause; in the event of such scope reduction or termination other than for cause, the CITY shall compensate the FIRM for services properly performed through the date of such reduction in scope or termination, which date shall be fixed in written notice from the CITY and which date shall be not sooner than fifteen (15) days after notice. Notwithstanding such termination or reduction in scope, the CITY shall be entitled to receive from the FIRM upon request any and all information related to the PROJECT and the CITY shall preserve and protect all such information and assure ready access thereto by the FIRM in connection with resolution of the amount due to

the Firm. The CITY, at its own discretion, shall be entitled to direct the FIRM to terminate any or all the FIRM's subcontracts or subconsulting agreements. In the event the project is terminated for convenience pursuant to this Article, the FIRM shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the FIRM's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the CITY.

XI. INSURANCE

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

XII. INTERESTS OF MEMBERS OF THE CITY

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

XIII. INTEREST OF THE FIRM

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

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

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

XIV. COMPLIANCE WITH LAWS

A. The FIRM shall comply with the applicable requirements of State laws and all Ordinances of the City of Tampa as amended from time to time.

B. If the PROJECT involves E.P.A. Grant eligible work, the CITY and the FIRM agree that the provisions of 40 CFR, Part 35, Appendix C-1, shall become a part of this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement for work performed.

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

D. The FIRM shall assist the City in complying with all applicable terms and conditions of the government grants under Title XIII, Subchapter C, Part I of the Omnibus Budget Reconciliation Act of 1993 (26 U.S.C. 1391, et seq.) and under Title I of the Housing and Community Development Act of 1974 (PL 93-383), 24 CFR Part 570 et seq.

E. The FIRM agrees to comply with the requirements of the Secretary of Labor in accordance with the

Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standard insofar as those acts apply to the performance of this Agreement.

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

XV. ASSIGNABILITY

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

XVI. EQUAL EMPLOYMENT

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

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

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

XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM

A. See **Exhibit D** for Tampa's Equal Business Opportunity Program Procedures.

B. The FIRM shall demonstrate good faith effort toward the utilization of City of Tampa Certified Women/Minority Business subcontractors, subconsultants or suppliers.

C. The CITY shall make available a list of Certified Women/Minority Enterprises.

D. The FIRM shall report to the CITY its subcontractors/subconsultants/suppliers solicited or utilized as required by **Exhibit D**.

E. At the time of the submission of invoices, the FIRM shall submit to the CITY a report (Exhibit D) of all subcontractors, subconsultants or suppliers utilized with their final contract amounts and any other reports or forms as may be required by the CITY.

XVIII. CODE OF ETHICS

In connection with this Agreement, the FIRM hereby covenants and agrees that it shall comply with all applicable government laws, statutes, rules and regulations including, without limitation, the City of Tampa's Code of Ethics. Pursuant to Section 2-522 of the City of Tampa Code, the FIRM acknowledges that if it fails to comply with

the City of Tampa's Code of Ethics, such a failure shall render this Agreement voidable by the City and subject the FIRM to debarment from any future City contracts or agreements.

XIX. NEGATION OF AGENT OR EMPLOYEE STATUS

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

In no event and under no circumstances shall any provision of this Agreement make CITY or any political subdivision of the State of Florida liable to any person or entity that contracts with or that provides goods or services to FIRM in connection with the Services the FIRM has agreed to perform hereunder or otherwise, or for any debts or claims of any nature accruing to any person or entity against FIRM; and there is no contractual relationship, either express or implied, between CITY or any political subdivision of the State of Florida any person or any political subdivision of the State of Florida any person or entity supplying any work, labor, services, goods or materials to FIRM as a result of the provisions of the Services provided by 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 FIRM 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 FIRM 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 FIRM 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 FIRM then, to the extent such suit or action is due to the fault or neglect of the FIRM or its subcontractors, employees or agents, the FIRM shall defend the CITY in such action or suit as if said actions or suits have been brought directly against the FIRM; and the FIRM 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 FIRM, but only to the extent such suit or action is due to the fault or neglect or breach of contract of the FIRM or its subcontractors, employees or agents. The FIRM shall not be required to defend, indemnify or hold harmless the CITY for any acts, omissions, or negligence of the city, the CITY's employees, agents, or separate contractors.

B. Liens and Judgments. The FIRM 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 FIRM, 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 FIRM, 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 FIRM, but limited to the extent such liability or damage arises from neglect or breach of such separate contractor. If the FIRM makes a written request for such indemnity from other contractors employed by the CITY, the FIRM 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, FIRM expends more than \$500,000.00 in federal funds in an operating year from this and other federal grants, FIRM shall, at its own cost and expense, cause to be carried out an independent audit. The audit shall be completed and a copy furnished to the CITY, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period, unless a longer period is agreed to in advance by the CITY. For purposes of this Agreement, an operating and/or audit year is the equivalent to the FIRM's fiscal year. The determination of when Grant Funds are expended is based on when the activity related to the expenditure occurs.

The audit shall be conducted in compliance with the Office of Management and Budget 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, FIRM shall be held liable for reimbursement to the CITY of all funds not expended in accordance with these applicable regulations and Agreement provisions within thirty (30) calendar days after the CITY has notified FIRM of such non-compliance. Said reimbursement shall not preclude the CITY from taking any other action as provided herein.

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

XXVIII. DEFAULT

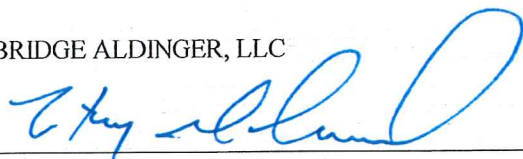
In accordance with 24 CFR 85.43, a default shall consist of any use of Grant Funds for a purpose other than as authorized by this Agreement, noncompliance with any provision in all Articles herein, any material breach of the Agreement, failure to comply with the audit requirements as provided herein,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

XXIX. BUDGET APPROPRIATIONS

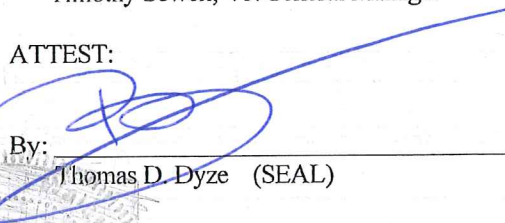
The CITY is subject to Section 1666.241, Florida Statutes, and is not authorized to contract for expenditures in any fiscal year except in pursuance of budgeted appropriates. With respect to this Agreement, the City has budgeted and appropriated sufficient monies to fund the CITY's obligations under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

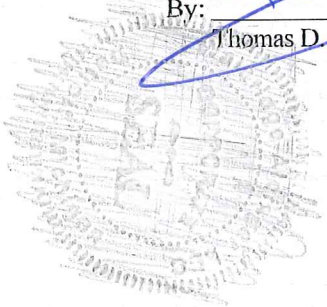
IN WITNESS WHEREOF, the CITY has caused these presents to be executed in its name by its Mayor, and attested and its official Seal to be hereunto affixed by its City Clerk, and the FIRM has hereunto set its hand and Seal in TRIPLICATE, the day and year first written above.

WALBRIDGE ALDINGER, LLC

By: 
Timothy Sewell, VP/General Manager

ATTEST:

By: 
Thomas D. Dyze (SEAL)



CITY OF TAMPA, FLORIDA

By: _____
Bob Buckhorn, Mayor (SEAL)

ATTEST:

By: _____
Shirley Foxx-Knowles, City Clerk

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

Rachel S. Peterkin, Assistant City Attorney



9942 Currie Davis Drive, Suite H
Tampa, Florida 33619
813.622-8900 phone
813.664-0505 fax

EXHIBIT A

Scope of Services

June 25, 2015

Old City Hall Exterior Restoration: 15-C-00017

The Design/Build Team:

Walbridge Aldinger, LLC	Prime Firm, Overall Responsibility
FleischmanGarcia Architecture	Architect
Ferrell Redevelopment, WMBE/SLBE	Historical Preservation Consultant
Howard Piper, SLBE (<i>in progress</i>)	Moisture Consultant
Master Consulting Engineers, WMBE/SLBE	Structural Engineer
VoltAir Consulting Engineers, WMBE/SLBE	MEPF Engineer
Restocon Corporation	Restoration Management & Services Blackmon
Roberts Group, Inc. WMBE/SLBE	Diversity Consultant Manager

Pre-Design Phase (2 Months)

Our services for this initial phase includes preparation of the exterior existing condition record drawings of Old City Hall for use during the preconstruction design phase as outlined in the original RFQ for this project. The preparation of these documents by our team will provide information that will be required for the City to make decisions concerning the final scope of work for the Preconstruction Phase of the project, as follows:

This portion of the project includes:

- 1) Detailed As-Built Drawings, Prepared in Revit, Deliver 2 Original Sets and Electronic
- 2) Site Survey of Building, Lot and Surrounding Pedestrian Walk Areas
- 3) Building Elevations with Visual Examination of Each Detail
- 4) Preparation of List of Potential Issues to be Addressed (based on visual/photo results)
- 5) City of Tampa/Team Meetings to Determine Items to be Addressed
- 6) Conceptual Estimate
- 7) Plan for Swing Stage and Scaffold for Preconstruction Phase Investigation



9942 Currie Davis Drive, Suite H
Tampa, Florida 33619
813.622-8900 phone
813.664-0505 fax

Pre-Design Deliverables

Walbridge will schedule the deliverables as follows:

The as-builts will be provided 60 calendar days after the City of Tampa, Contract Administration Department, issues a Notice to Proceed, and the contract agreement has been executed.

Predesign Schedule is provided in this proposal package and a Preliminary Preconstruction schedule will be provided 60 calendar days after Notice to Proceed.

A narrative with a list of all possible issues, as evidenced by visual inspection, addressed on each elevation for either repair or replacement, will be provided 60 calendar days after Notice to Proceed. Destructive investigation will occur during the preconstruction phase, which may lead to other unknown subsurface repairs.

The Conceptual Estimate will be provided 60 calendar days after Notice to Proceed is received. This estimate will resemble more of an itemized list of costs for each possible type of repair or replacement.

Preconstruction and Destructive Investigative Phase (7 Months)

This portion of the project will be the investigation/research and materials testing phase, along with preparation of the 60% GMP construction documents to support the GMP proposal and package preparation.

Kick-Off Meeting:

- Prepare agenda, lead meeting and provide record with meeting minutes.

- Validate preconstruction goals and directives from the predesign phase with City department representatives.

- Establish dates for tower section swing stage installation and base section lift access.

- Review testing and scanning work and coordinate work and associated time lines.

Regular Project Meetings (Biweekly)

- Prepare agenda, lead meeting and provide record with meeting minutes.

- Review previous testing, scanning, work accomplishments and tasks yet to be scheduled.

- Obtain and incorporate City of Tampa direction and comments on item in progress.

Preconstruction Deliverables

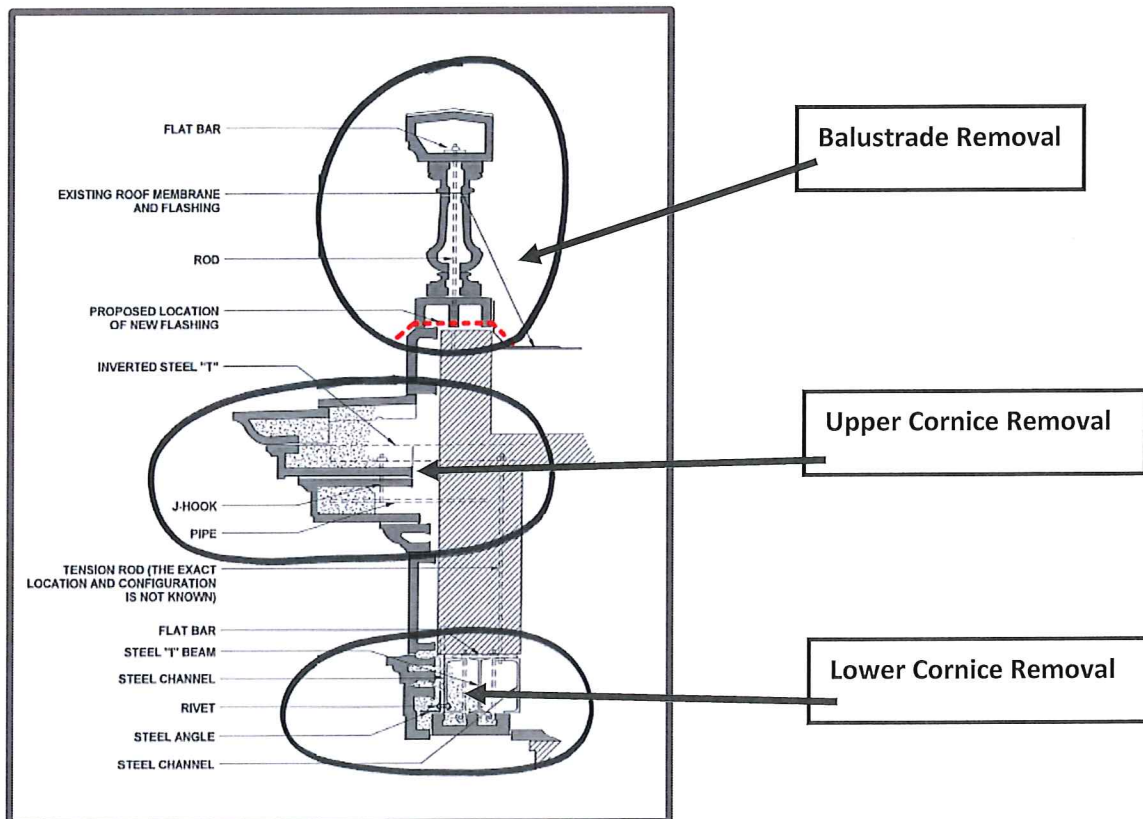
Investigation/Sampling/Laboratory Research:

In order to properly conduct investigation and research on the building exterior, several means of access will be constructed for close examination to include swing stage scaffold on the tower section, one stair section with working platform on the base section (base section and stairs provided by The City of Tampa) and we will provide and utilize mobile lifts for the balance of the base section. Specific photographic record documentation will be completed.

Our team will visually inspect all conditions and locations for recommended repair or replacement during this phase of the work. The mortar will be sampled and sent to a specific laboratory in Philadelphia that will provide petrographic analysis of the material for proper matching of the original material. One entire section of terra-cotta balustrade will be removed and shipped to the manufacturer, Boston Valley Terra Cotta for material investigation, laboratory analysis and digital recreation of the existing forms.

The areas of suspected substructure failure at the upper and lower cornice details will require a sample of these pieces to be removed to allow visual inspection of the rods and beams beneath for repair recommendations.

This detail illustrates the areas for removal for appropriate inspection:





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Investigation/Sampling/Laboratory Research (continued):

With the conclusion of the above inspections and testing results received, we will prepare a technical memorandum to capture all of the specific item information. This may be in multiple deliveries and will occur within 30 days of testing.

GMP 60% Construction Document Phase:

Preparation of drawings to include detailed sections, elevations, specific item repair and replacement notes, photographs and sufficient information to allow for release of terra-cotta shop drawings to commence due to the long lead item nature of the material of approximately 4 to 6 months. Specifications will be defined and developed specifically for this project. With prior review and approval by the City of Tampa, the City's Division 1 specifications will be modified to address this specific project.

Preparation of application and related documents and present to the Architectural Review Committee (ARC) at a public hearing.

Provide a constructability review to address long lead items, pedestrian activity and flow, temporary construction barriers, road closures, laydown of materials, mobilization and staging, worker parking, Owner directed requirements, issues concerning building occupancy and working versus non-working dates as agreed upon by the team.

Documentation Included:

- 60% Construction Documents
- GMP proposal with work narrative
- List of possible alternates and associated pricing
- Proposed construction schedule
- Site/Staging Plan
- Safety Plan – Derived from Meeting with Fire Marshall
- Maintenance of Traffic Plan
- Security Plan
- Quality Control Plan
- Contaminated Materials Plan
- Project Signage Plan
- Scaffold Plan



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SCOPE OF WORK DESCRIPTION

The following itemized list was derived from the Design Criteria Package (Appendix A) dated December 12, 2014. This list of physical building items is the scope of work our team has priced our services to address for recommended repair/replacement during the preconstruction phase of the project:

Structure

Water damage, rusting of steel structure (not included per Meeting of June 12 th , restrict to exterior issues only)	Page 10
Interior concrete column & beam deterioration (do not include design services per meeting of June 12 th , however repair may occur during construction phase)	Page 10
Failure steel support system, thermal expansion corners	Page 11
Replace steel I-beam and C-channels 3 rd flr cornices, N&E	Page 12
Replace all window lintels with stainless steel material	Page 13
Concrete heads & sills at windows deteriorated, repair	Page 14
Granite column moved away from building face	Page 32
Cracked concrete banding	Page 44
Determine building load capacity for scaffold installation	Construction

Doors/Frames, Ground Level

Refinish and replace hardware	Page 14
Replace wood doors with aluminum material	Page 14

General Exterior Moisture & Roof Issues

No vapor barrier, issue when in negative pressure	Page 10
Moisture, vegetation pushed blocks out of place	Page 11
Inappropriate sealants at Indian Heads	Page 11
Air infiltration around window perimeter	Page 13
North entry roof, no secondary drain – address	Page 14
Thermal cracking at parapet	Page 39

Brick

Mortar, petrographic analysis	Page 10
Spalled brick, broken mortar joints at parapet, south & west	Page 13
Brick replacement at incorrect color/texture units	Page 24
Brick cleaning/repointing, entire building	Page 17



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SCOPE OF WORK DESCRIPTION (continued)

Granite

Replace mortar joints, 1 st level	Page 13
Replace/repair wood shims, 1 st level	Page 13
Repair granite columns, 2 nd floor to underside of 4 th floor	Page 13
East façade columns, moved away from structure, 2 nd to 4 th	Page 13

Terra-Cotta

Crazing and glazing separation, repair at spalling	Page 11
Repair "X" cornice pieces, top of 8 th floor	Page 11
Moisture, vegetation pushed blocks out of place	Page 11
Cracked blocks, dentil blocks and egg and dart border	Page 11
Inappropriate sealants at Indian Heads, 8 th floor	Page 11
Unprotected wood shims to be addressed	Page 11
Glaze spalling, 4 th floor fluted band course and keystones	Page 11
Further investigation, 6 blocks banding South Elevation (old stairs)	Page 11
Keystone elements below banding, crazing of glazing	Page 11
Replace/repair balustrade north and east elevation	Page 12
Repair cornices, 3 rd floor north and east elevations	Page 12
Replace steel I-beam and C-channels 3 rd flr cornices, N&E	Page 12
Replace rods & pins, bottom of cornice, N&E	Page 12

Windows/Lintels

Repair rusticated lintels over 1 st floor windows	Page 13
Windows to remain, removal as needed for lintel work (Walbridge intends to leave the windows in place for the lintel replacement as this has been successfully accomplished with previous similar projects. A mock-up will be completed during the preconstruction phase to confirm this objective)	Page 13
Replace all lintels with stainless steel material	Page 13
Air infiltration around window perimeter	Page 13
Concrete sills & heads at windows deteriorated, repair	Page 14

Parapet Walls

Replace/repair S&W Elevation, parapet walls and cornice	Page 13
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Lighting

Light Fixture Removals/reinstallation as needed	Page 14
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SCOPE OF WORK DESCRIPTION (continued)

Mechanical/HVAC

Page 15

Scope will include opinion on negative pressure of building from T&B Report provided by the City of Tampa. Other investigation or design is not included.

Bell/Clock Tower – No Work

Page 15

Not Included (N.I.C.)

The structural scaffolding, to include a section of stairs with a working platform at the top of the 3rd floor for balustrade removal, at the base section of the building will be provided by the City of Tampa. The material, erection, maintenance and safety inspections required during the preconstruction phase will be purchased, maintained and contracted by the City of Tampa directly with the scaffolding firm. Walbridge and the D/B team will provide on-site meeting assistance concerning needs and duration as required by the City to direct the scaffolding firm. (Walbridge will provide the swing stage to be utilized at the tower section.)

Mechanical survey and design is not included in this proposal, per the design criteria direction page 15.

Civil or site work conditions issues are currently not planned to be addressed.

Work on the exterior of levels 9 and 10 (clock tower) are not included in this proposal, per the design criteria direction. This is depicted on the elevation on Page 8 of the D.C. package. However, levels 9 and 10 and the cupola will be shown on the as-built elevations.

The design criteria package indicated the need for investigative services and repair recommendations on the interior of the 9th floor, at the columns and beams. During our preliminary meeting on June 12th, the City indicated this work has already been accomplished and no design services will be required. The City may however, determine the physical repair work will be accomplished in the construction phase of the project.

Development from 60% GMP construction documents to the 100% construction documents, verification pricing and construction administration will be included in the GMP proposal package.

EXHIBIT A PREDESIGN and PRECONSTRUCTION PHASE SCHEDULE (9 Months)

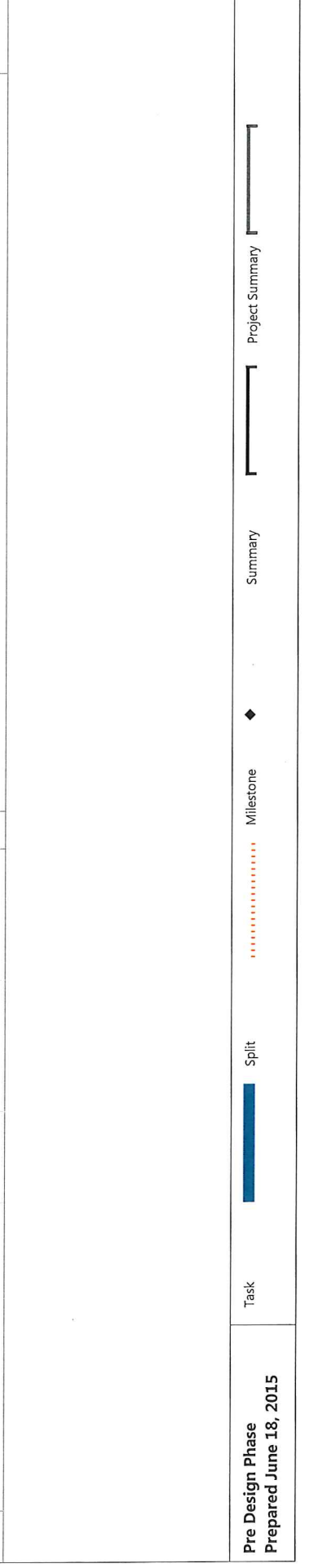
ID	Task Name	Duration	Start	Finish	3rd Quarter Jul Aug Sep	4th Quarter Oct Nov Dec	1st Quarter Jan Feb Mar	2nd Quarter Apr May Jun	3rd Quarter Jul Aug Sep	4th Quarter Oct Nov Dec	1st Quarter Jan Feb Mar	2nd Quarter Apr May Jun	3rd Quarter Jul Aug Sep	4th Quarter Oct Nov Dec	1st Quarter Jan Feb Mar	2nd Quarter Apr May Jun
1	Notice to Proceed	0 days	Mon 8/3/15	Mon 8/3/15	8/3											
2	TASK #1 - PREDESIGN	45 days	Mon 8/3/15	Mon 10/5/15												
3	Team Mtg, Pre KickOff	1 day	Mon 8/3/15	Mon 8/3/15												
4	Kick-Off Meeting, City	1 day	Tue 8/4/15	Tue 8/4/15												
5	Approve Scan Plan	1 day	Wed 8/5/15	Wed 8/5/15												
6	Team Meeting, Scan	1 day	Thu 8/6/15	Thu 8/6/15												
7	3D Scan Exterior	2 days	Thu 8/6/15	Fri 8/7/15												
8	Site Survey	1 day	Fri 8/7/15	Fri 8/7/15												
9	Team Research/Investigation	25 days	Mon 8/10/15	Mon 9/14/15												
10	Transfer 3D to Revit	10 days	Mon 8/10/15	Fri 8/21/15												
11	Photography On Site	2 days	Mon 8/10/15	Tue 8/11/15												
12	Photos to FGA	5 days	Wed 8/12/15	Tue 8/18/15												
13	FGA Elevations/Backgrounds	10 days	Wed 8/19/15	Tue 9/1/15												
14	Owner Meeting	1 day	Wed 9/2/15	Wed 9/2/15												
15	FGA Details	10 days	Thu 9/3/15	Thu 9/17/15												
16	Team Meeting - List	1 day	Fri 9/18/15	Fri 9/18/15												
17	FGA Drawings for Review	5 days	Mon 9/21/15	Fri 9/25/15												
18	Team Meeting Final	1 day	Mon 9/28/15	Mon 9/28/15												
19	FGA Final As-Built Work	4 days	Tue 9/29/15	Fri 10/2/15												
20	As Built Delivery Mtg	1 day	Mon 10/5/15	Mon 10/5/15												
21																
22	TASK #2 - PRECONSTRUCTION	145 days	Tue 10/6/15	Wed 5/4/16												
23	City Mtg, Scope Review from PreDesign Efforts	1 day	Tue 10/6/15	Tue 10/6/15												
24	Submit MOT to Bldg Dept	15 days	Wed 10/7/15	Tue 10/27/15												
25	Mobilize	3 days	Wed 10/7/15	Fri 10/9/15												
26	Place Barricades, S/W Elevations	2 days	Mon 10/12/15	Tue 10/13/15												
27	Construct Stair Scaffold, Base (COT)	5 days	Wed 10/14/15	Tue 10/20/15												
28	Deliver Crane for Swing Stages	2 days	Mon 10/19/15	Tue 10/20/15												
29	Swing Stage Material Delivery	1 day	Wed 10/21/15	Wed 10/21/15												
30	Erect Swing Stage, E/W Elev	5 days	Thu 10/22/15	Wed 10/28/15												
31	Safety Inspections, Swing Stage	2 days	Thu 10/29/15	Fri 10/30/15												
32	Tower Section Inspections, E/W	10 days	Mon 11/2/15	Fri 11/13/15												
33	Move Swing Stage to N/S	5 days	Mon 11/16/15	Fri 11/20/15												
34	Safety Inspections, Swing Stage	2 days	Mon 11/23/15	Tue 11/24/15												
35	Tower Section Inspections, N/S	10 days	Wed 11/25/15	Thu 12/10/15												
36	Dismantle Swing Stage	3 days	Fri 12/11/15	Tue 12/15/15												
37	Mortar Samples Taken for Lab	3 days	Wed 10/21/15	Fri 10/23/15												

█ Task
 █ Milestone
 █ Split
 █ Summary
 █ Project Summary

Pre Design Phase
Prepared June 18, 2015

EXHIBIT A PREDESIGN and PRECONSTRUCTION PHASE SCHEDULE (9 Months)

ID	Task Name	Duration	Start	Finish	3rd Quarter Jul Aug Sep	4th Quarter Oct Nov Dec	1st Quarter Jan Feb Mar	2nd Quarter Apr May Jun	3rd Quarter Jul Aug Sep	4th Quarter Oct Nov Dec	1st Quarter Jan Feb Mar	2nd Quarter Apr May Jun	3rd Quarter Jul Aug Sep	4th Quarter Oct Nov Dec	1st Quarter Jan Feb Mar	2nd Quarter Apr May Jun
38	Deliver Lift(s) for Base Inspections	2 days	Wed 10/21/15	Thu 10/22/15												
39	Balustrade/Cornice Removal	5 days	Fri 10/23/15	Thu 10/29/15												
40	Temporary Enclosure at Balustrade	3 days	Fri 10/30/15	Tue 11/3/15												
41	Upper Cornice Removal	7 days	Wed 11/4/15	Thu 11/12/15												
42	Temporary Enclosure at UC	3 days	Fri 11/13/15	Tue 11/17/15												
43	Lower Cornice Removal	5 days	Wed 11/18/15	Tue 11/24/15												
44	Temporary Enclosure at LC	2 days	Wed 11/25/15	Mon 11/30/15												
45	Receive Lab Reports	0 days	Mon 11/23/15	Mon 11/23/15												
46	Technical Memorandum Lab Results	10 days	Mon 11/23/15	Tue 12/8/15												
47	GMP Construction Documents	80 days	Tue 12/1/15	Thu 3/24/16												
48	Base Section Inspections, S/W Elev	10 days	Tue 12/1/15	Mon 12/14/15												
49	Place Barricades, N/E Elevations	2 days	Fri 12/11/15	Mon 12/14/15												
50	Base Section Inspections, N/E Elev	10 days	Tue 12/15/15	Wed 12/30/15												
51	GMP Estimate	20 days	Fri 3/25/16	Fri 4/22/16												
52	GMP Meeting With City	1 day	Fri 4/29/16	Fri 4/29/16												
53	Pre-Application Permit Meeting	1 day	Mon 5/2/16	Mon 5/2/16												
54	ARC Presentation	1 day	Tue 5/3/16	Tue 5/3/16												
55	Preconstruction Complete	0 days	Wed 5/4/16	Wed 5/4/16												
56																
57	City of Tampa Tasks	20 days	Mon 5/2/16	Fri 5/27/16												
58	GMP Approval	10 days	Mon 5/2/16	Fri 5/13/16												
59	City Council Board Approve GMP	0 days	Thu 5/26/16	Thu 5/26/16												
60	Construction NTP	1 day	Fri 5/27/16	Fri 5/27/16												
61																
62	TASK #3 - CONSTRUCTION	213 days	Tue 5/31/16	Fri 3/31/17												
63																
64	TASK #4 - AS BUILT DOCUMENTS	22 days	Mon 4/3/17	Wed 5/3/17												
65																
66																





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APPENDIX A

DESIGN CRITERIA PACKAGE

RFQ: 15-C-00017

Old City Hall Exterior Renovations

Attached, Pages 1 through 45



RFQ: 15-C-00017
OLD CITY HALL EXTERIOR RENOVATIONS
DESIGN-BUILD SERVICES

DESIGN CRITERIA PACKAGE



PREPARED BY:

ED RICE, AIA – PROJECT ARCHITECT
CONTRACT ADMINISTRATION DEPARTMENT

CITY OF TAMPA

December 12, 2014

DESIGN CRITERIA:

The City of Tampa has prepared the enclosed Design Criteria Package for Design-Build Services related to the Old City Hall Exterior Renovations. The scope shall include, but not be limited to the following:

- Renovation of existing Old City Hall Building
- Full design services, including preparation of record drawings for use during design phase, etc
- Development of GMP for construction
- Scheduling of related logistics

Estimated Construction Budget: \$10 million.

In addition, the following contain the project overview and description of requirements:

A. **Building History**

Significance

Old City Hall is a classical tiered "layer cake" building on the National Register of Historic Places, completed in 1915 (the cornerstone was laid in January 1915) and stands today with major building components substantially intact. This building is one of the best known works of the architect, M. Leo Elliott and is one of the richest in detail of old buildings in the heart of Downtown Tampa. A four-faced clock occupies the building's Bell Tower. The Contractor was McGucken and Hyer, Contractors, Tampa, Florida and the Structural Engineer was H.G. Perring Engineering Company, Consulting Engineers of Jacksonville, Florida. Having lost the original county courthouse, Tampa City Hall is the only extant municipal building in downtown Tampa and is integral to the architectural heritage.

Site

The location of the Tampa City Hall is in the center of the downtown central business district on the southwest corner of the intersection of Kennedy Boulevard (formerly Lafayette Street) and Florida Avenue. The primary façade of the building faces north and Kennedy Boulevard, while the secondary façade faces east and Florida Avenue. A 1978 Municipal Office Building was constructed southwest of the original City Hall. A matching three-story Police Station was built south of City Hall originally, but razed in the 1960's which now accommodates a Mayor – City Council Parking Lot. A New City Hall Plaza was completed in 1979 connecting the two buildings on the site.

Exterior

The facility is a nine story building of Palladian influence and is 158 feet high, excluding the 27 foot high flagpole. The first three floors are composed of five structural bays in a 93' square plan and reveal six limestone columns and five bays at the second and third floors but only on the two primary elevations north and east. The south and west elevations utilize brick pilasters in lieu of limestone columns. The first floor is composed of rusticated granite facing at the north and east elevations. The remaining exterior materials at the first three floors include: double hung, fixed sash aluminum windows with tinted, impact glazing, buff brick facing and brick detail work and extensive terra-cotta ornamentation at the third floor fascia, railing and pediment. The original windows were double-hung wood sash and were replaced in 2012 with aluminum windows which closely match the profiles and appearance of the original windows. A 1915 cornerstone is engraved at the northeast corner of the first floor as well as a bronze building plaque at the north façade. A seal of the City is cast in stone over the main entry doors at the north façade. A benchmark indicates that the building is 19.511 feet above sea level.

The fourth floor is a 119 foot square plan with three structural bays. The fourth floor is unique in that full arched windows are utilized at all elevations. The roof area is readily accessible. A terra-cotta ornamental band separates the fourth and fifth floor and provides a key stone at the brick arches of the fourth floor windows. Buff colored brick is the primary facing material at the fourth floor.

Floors five through seven are identical in all four elevations. Rectangular double-hung, fixed sash, aluminum windows in groups of three in three bays make-up the glass areas. The remainder is brick in-fill.

Floor eight is identical in all four elevations and acts as a cap for floors four through seven. A three window segmental arched opening fills three bays. Four ornamental terra-cotta heads terminate the four story brick piers. The ornamental heads were fashioned from a Seminole Indian maiden with braided hair. The eighth floor incorporates extensive terra-cotta ornamentation at the fascia, railing, and pediment.

The ninth floor is a 30 foot square plan and has one full arched louver at each elevation. The exterior material is gypsum block. An ornamental terra-cotta cap supports a cement plaster pediment with terra-cotta urns and flames at each of four corners.

The tenth floor is a 16 foot square plan that houses a luminous dial clock, clockworks and a bell with metal louvers. Gypsum block provides an exterior skin. Ornamental cement plaster and metal combined make-up the fascia and pediment. An ornamental copper dome constructed from a square base crowns the building. A 27 foot high flagpole with brass finial tops the dome. The tenth floor clock/bell tower, copper dome, and flagpole were recently restored and as such, are not to be included in the scope of this project.

The structural system of the building is poured in place concrete post and beam on concrete bell footings with structural clay tile infill. The floor slab is poured in place concrete. Masonry and stone are used as facing materials.

The building originally had a twin building immediately to the south which was the Police Station and matched in appearance to the first 3 levels of the extant building; however, the building was demolished in July 1962.

Interior

Tampa City Hall was designed to accommodate 35,000 square feet of City office functions, with the basic plan revealing a central core that includes a single monumental central stair, an elevator, and toilet rooms. The perimeter of each floor is reserved for office space. The building was designed with no central heating or cooling system but rather, utilized passive energy techniques such as operable windows, ceiling fans at each bay, operable transoms, high ceilings, and venetian blinds.

The first floor has a main hall which connects the main entry at the north to Kennedy Boulevard and what was an internal connection to the South at the Police Station. A secondary entry occurs to the east at Florida Avenue. It was determined that an elevator was not in the original building and was added in the building in 1927, some 12 years after the building's original construction. The last remaining hand-operated elevator in the City served the main hall until it was replaced in 2010. There is an open core monumental stair immediately opposite the elevator. The main hall and stairs have marble wainscots and marble treads at the stairs. Walls typically are painted plaster with oak wood base moulds, chair rails, picture rails and plaster cove moldings at the plaster ceilings. Original floor materials were linoleum typically throughout and ceramic tile at toilet rooms. The stairs have mosaic tiles at stair landings. The original flooring was linoleum which was later changed to vinyl.

Beyond the third floor, the exposed stairs become metal treads and stringers, metal newel posts, metal balustrades and oak handrails. Only one stair tower exists within the building. Doors are oak panel with custom brass hardware bearing the seal of the City on the mounting plates at the handles. The second and third floors of the building have record vaults with metal doors. The ninth floor is used for Elevator Equipment.

B. Building Façade

The building consists of several different enclosure systems with the predominate one being brick masonry. The brick is trimmed with terra cotta components and granite with some stucco panels.

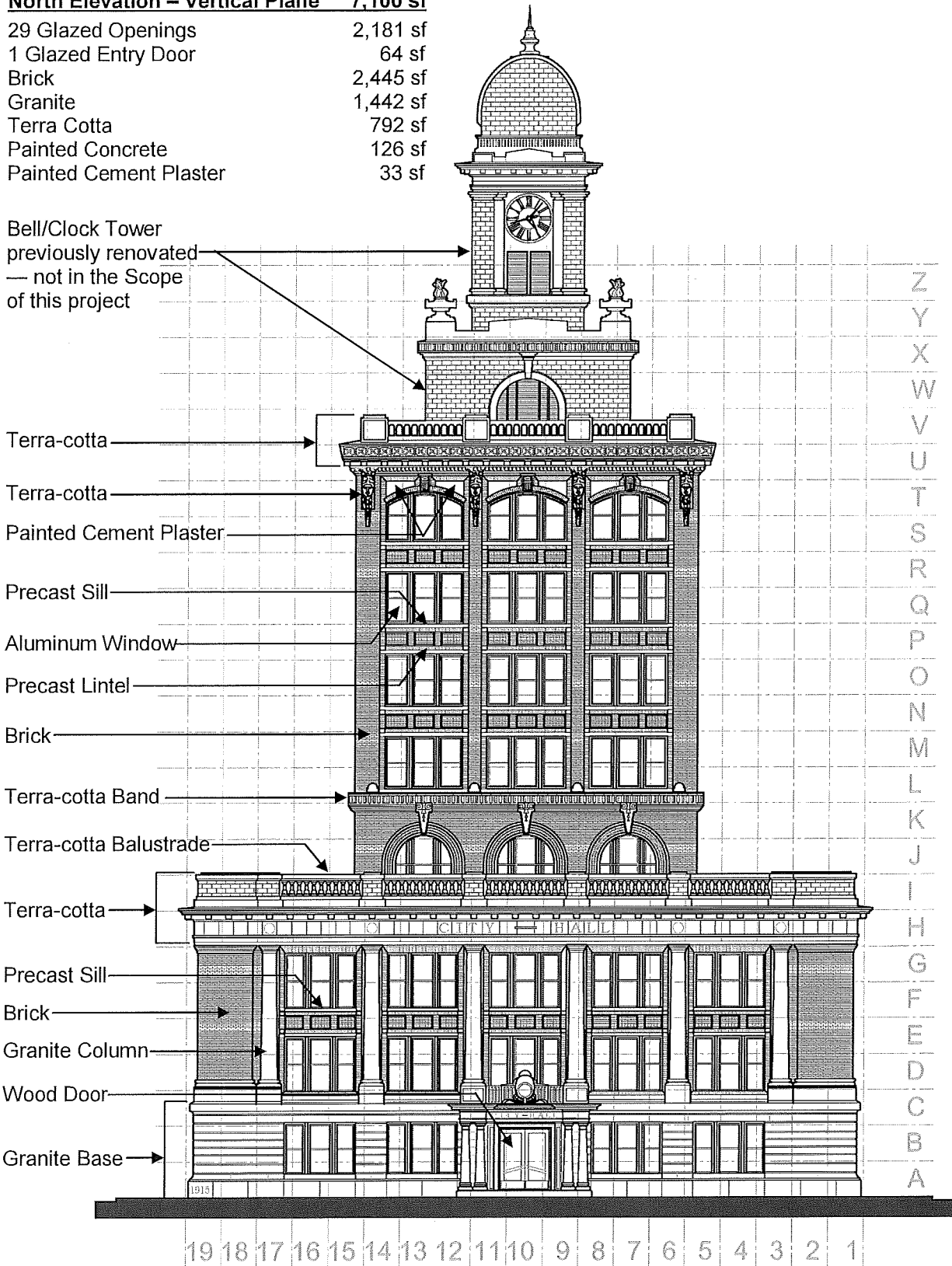
The east elevation is the elevation that is in the worst condition. This is a result of exposure. The north elevation receives no direct sunlight while the south elevation receives varying degrees of exposure throughout the year. The east and west elevations receive the direct exposure from the rising and setting sun respectively. The west facade is shaded by the City Hall Annex and other buildings immediately west.

The following pages depict the buildings elevations. In the Appendix are photographs of exterior conditions that are keyed to these elevations.

North Elevation – Vertical Plane 7,100 sf

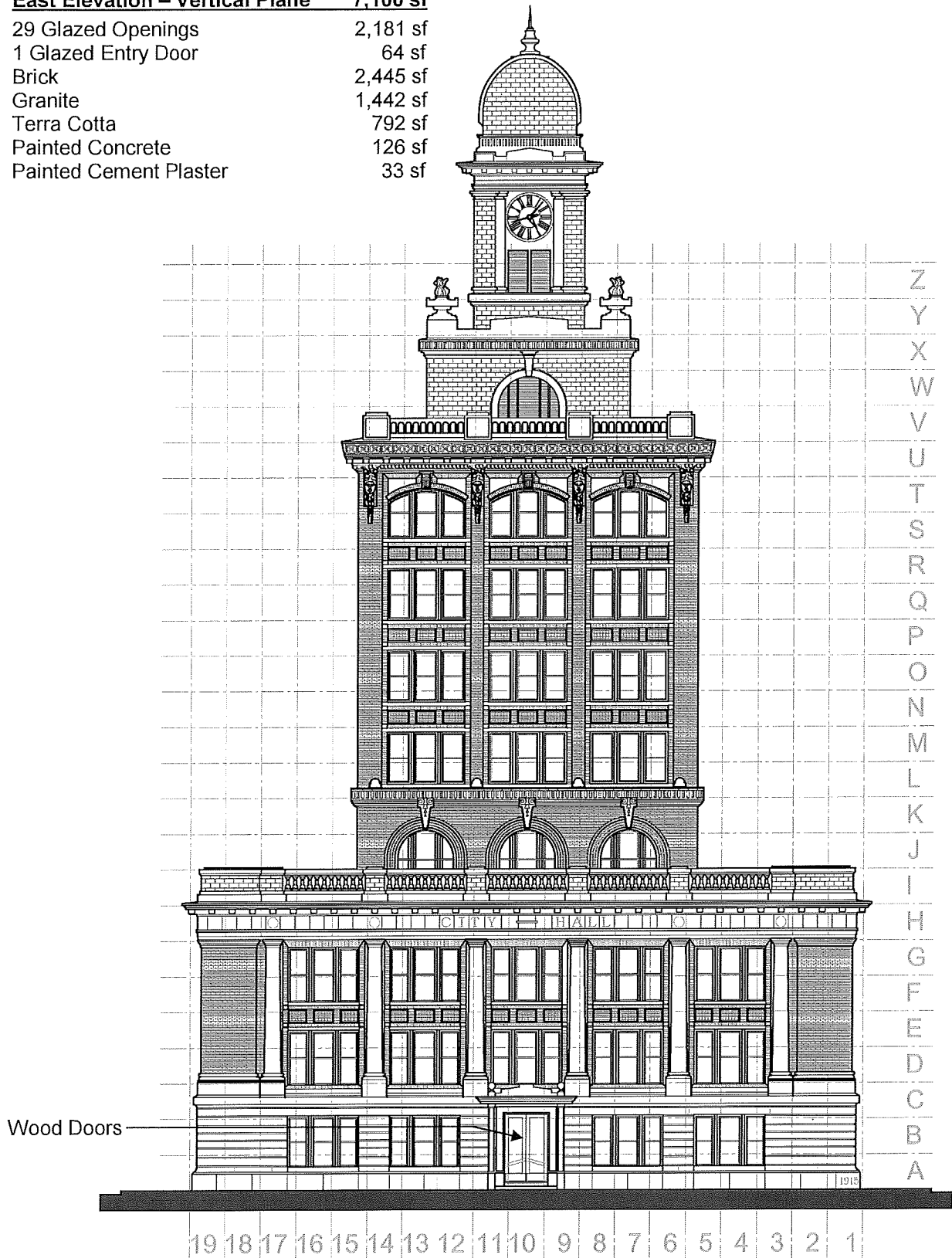
29 Glazed Openings	2,181 sf
1 Glazed Entry Door	64 sf
Brick	2,445 sf
Granite	1,442 sf
Terra Cotta	792 sf
Painted Concrete	126 sf
Painted Cement Plaster	33 sf

Bell/Clock Tower
 previously renovated
 — not in the Scope
 of this project



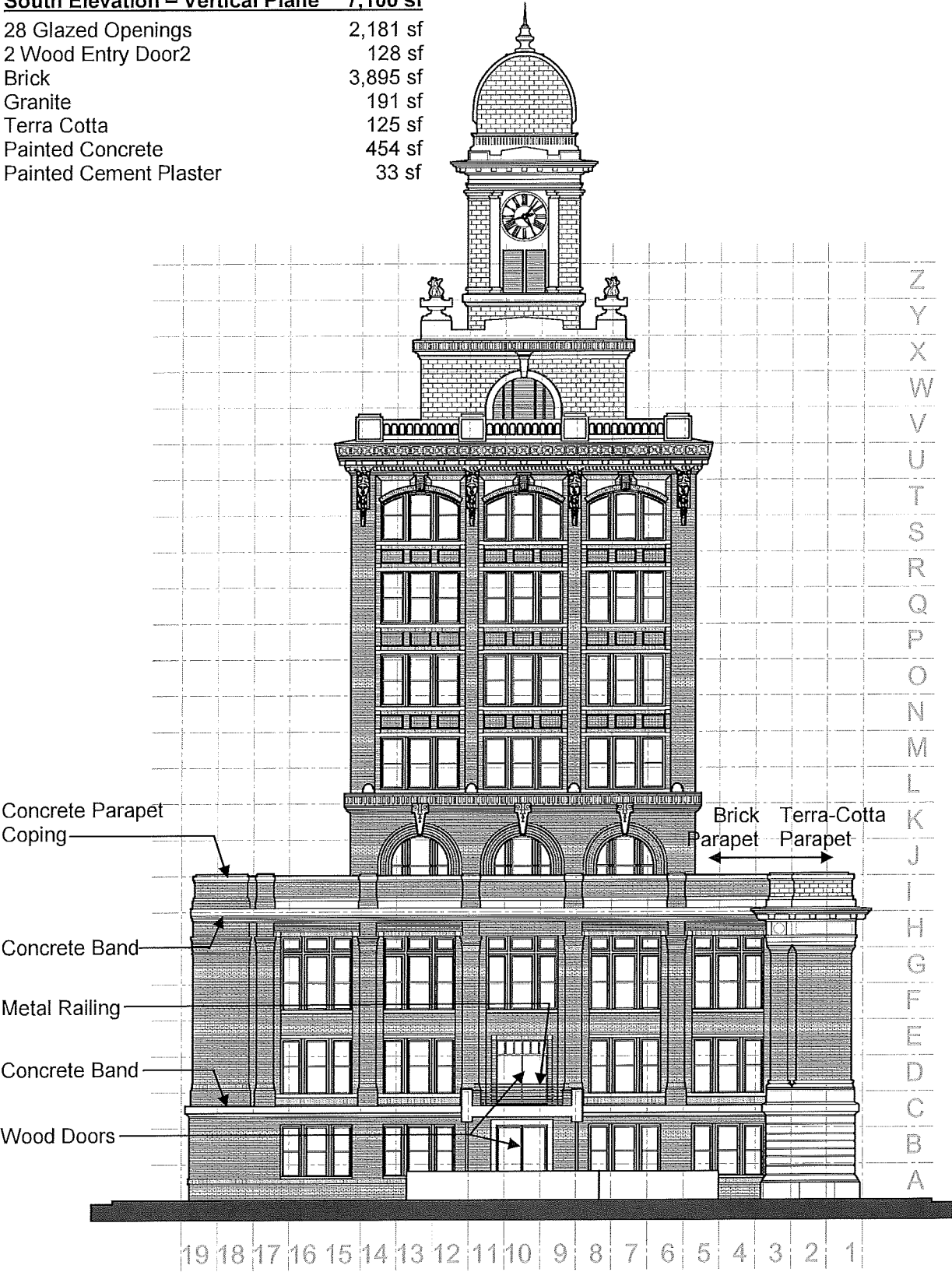
East Elevation – Vertical Plane 7,100 sf

29 Glazed Openings	2,181 sf
1 Glazed Entry Door	64 sf
Brick	2,445 sf
Granite	1,442 sf
Terra Cotta	792 sf
Painted Concrete	126 sf
Painted Cement Plaster	33 sf



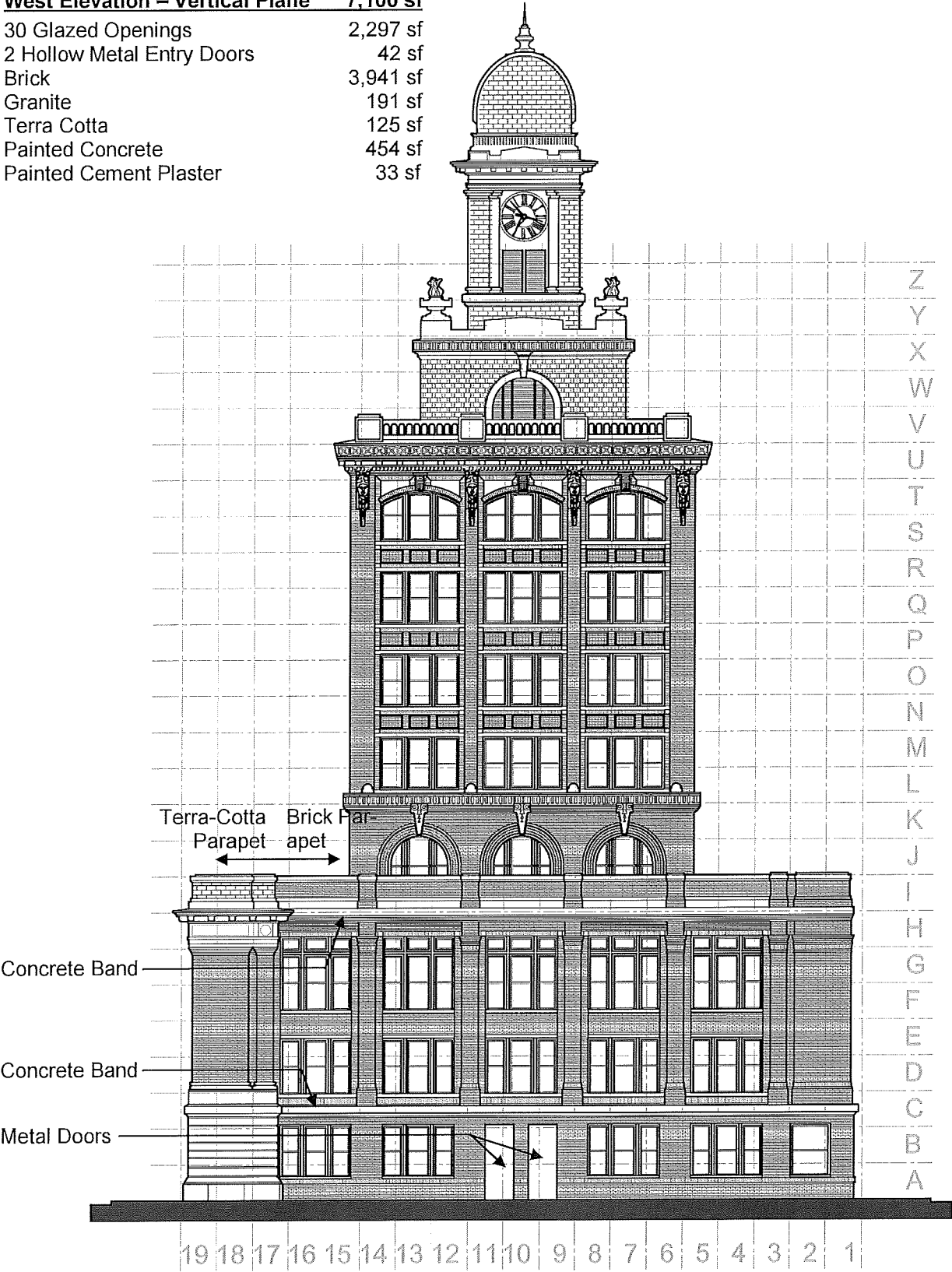
South Elevation – Vertical Plane 7,100 sf

28 Glazed Openings	2,181 sf
2 Wood Entry Door2	128 sf
Brick	3,895 sf
Granite	191 sf
Terra Cotta	125 sf
Painted Concrete	454 sf
Painted Cement Plaster	33 sf



West Elevation – Vertical Plane 7,100 sf

30 Glazed Openings	2,297 sf
2 Hollow Metal Entry Doors	42 sf
Brick	3,941 sf
Granite	191 sf
Terra Cotta	125 sf
Painted Concrete	454 sf
Painted Cement Plaster	33 sf



C. Exterior Building Conditions

Super-Structure

- The main support framework of the structure consists of a system of reinforced concrete columns, beams, and cast in place concrete floors. Water intrusion in some places has caused rusting of the steel reinforcement creating concrete damage (oxide jacking). The masonry cornices at the top of the third floor are supported and reinforced with a system of steel beams, channels, rods, hooks and hangers.
- Most of the columns and beams are covered in decorative trim work and brick on the exterior and plaster finishes on the interior, but at the 9th Floor the columns and beams are exposed on the interior as the 9th Floor houses mechanical systems. Although exposed, even at this location, the columns and beams are covered in a thin layer of cement plaster parging.
- Exposed 9th Floor columns and beams: Concrete damage exists at the columns of the 9th level, and the beams and concrete floor slab on the underside of the 10th level. Temporary shoring is currently being installed to stabilize this portion of the structure until the permanent repair (currently being designed under a separate design contract) can be constructed, which may be incorporated into this overall effort.

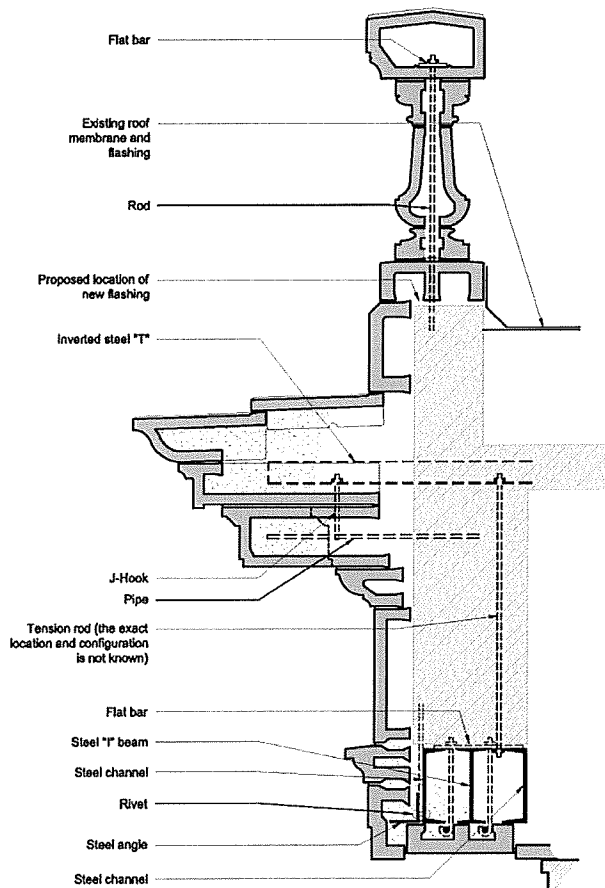
Brick Plane

- The building has a non-load bearing masonry envelope with a concrete frame. The wall is made up of clay tile and brick backup with brick veneer (tied) and terra-cotta/granite detailing.
- Backup masonry and exterior veneer is likely bearing directly on the foundation (and a wide concrete beam at the 4th Floor level).
- Walls contain no cavity or drainage system, and there is no vapor barrier. The walls were originally designed to breathe with the building allowing for moisture and air to pass through the envelope. With the introduction of air conditioning to the building, moisture is drawn into the building and not stopped by a drainage plane when the building is under negative pressure.
- Mortar: For all repair work, it is imperative to match the composition of the original mortar. This requires skilled petrographic analysis to determine original binder, size and type of sand, proportions of binder and sands, and presence of pigments or other additives.

Terra-Cotta

- There is minor crazing and glaze separations in the terra-cotta, but these are not serious problems and are the result of two conditions: Crazing and separations can occur during glaze application before firing or during the firing of the terra-cotta; also, crazing can occur post firing caused by greater moisture expansion in the bisque than in the glaze. In some areas there are some more serious spalling and chips of the glaze which should be repaired.
- At the cornice “X” pieces and band below, the face is sloped outwards from top to bottom and it is unclear if the rectilinear pieces are rectangular, laid on a slope or are pieces with sloped face. The typical detail of the period indicates that the terra-cotta is connected with steel to the structure anchoring the X blocks and the bands below.
- There are sufficiently high levels of moisture inside many of the terra-cotta sections to support growth of ferns and vegetation at several locations. The moisture has resulted in the movement of blocks being pushed up and sliding forward out of position.
- The dentil blocks and egg-and-dart border are overall in much better condition than the X pieces with the exception of a few cracked blocks. The cracked block locations may indicate failure of the steel support system or thermal expansion at the corners.
- Indian heads, brick arches, keystones, capitals on top of the 8th Floor are in overall good condition as well as the concrete/stucco recessed panels which were recoated recently. There is evidence of an inappropriate sealant application surrounding most of the Indian heads.
- Wood shims are present, but do not pose a problem and in general can be left in place without any major problems, particularly where there is a protective overhang. Other more exposed locations will require protection to be provided.
- At the 4th floor, the fluted band course and the keystones have experienced significant glaze spalling that needs further investigation.
- Six blocks that make up the banding on the South Elevation were replaced with cast resin or fiberglass replicas during the 1980 renovation when the emergency escape stair was removed, and will require further investigation.
- The keystone elements below the bands are in relatively good condition. Crazing of the glazed finish was observed on these elements, as well as other areas of terra-cotta on the building.

- North and East – The Terra-cotta Balustrade is in very poor condition on both elevations with broken elements, open mortar joints, glaze spalls, fractured balusters – replacement/repair is required.
- Cornices: North and East – The 3rd floor terra-cotta cornices are in very poor condition on both elevations, and require remedial work. The cornice is supported by structural steel members and sagging is apparent. Although there are no drawings of the existing structure, based on onsite observations and construction standards of the time, it appears that two steel C-channels and one steel I-beam are bolted together to form the main structural support. The structural beam and channels appear to bear on the large granite columns of the east and north sides. The steel I-beam and C-channels which support the cornice have experienced significant amount of deterioration due to corrosion from exposure to moisture, and will require replacement. The lower terra-cotta pieces that form the bottom of the cornice are hung from rods and pins below the structural beam and channels. The rods and pins have oxidized, and are splitting the terra-cotta.
- **Note:** The following detail represents the existing conditions at the cornice on the 4th floor east and north elevations based on site observations, and historic documentation of typical terra-cotta details of the time period.



Parapet Walls

- The parapet walls and cornice on the South and West elevations are in poor condition with the South having a greater level of deterioration than the West parapet. There are broken and spalled bricks and broken mortar joints throughout the parapet that will need to be repaired.

Granite Base and Columns

- The First Floor façade on the North and East Elevations are comprised of rusticated granite veneer. Most all of the mortar joints are experiencing some levels of deterioration. Mortar is missing in large sections, particularly at the base of the building. The original wood shims are still present in several locations. These again pose no issue - remediation/repair/protection may be required.
- The rusticated granite lintels over the first floor windows in some instances are made up of multiple pieces with a splice in the middle which indicates support is derived from behind the face of the wall, or there are lintels comprised of single length pieces - remediation/repair may be required.
- From the second floor to the underside of the fourth floor, large round granite columns decorate the east and north façade, and are integral to the structural integrity of the façade proper – remediation/repair may be required. There are signs of limited movement of the columns away from the wall on the east façade which is evidenced by a slight crack of the mortar between the brick wall and granite near the top of the columns.

Windows

- The windows are generally in good condition, and were installed in March 2012. The windows have a current warranty through March 2022. Removal and reinstallation shall be coordinated with and in compliance with the warranty. Overall air infiltration around window perimeter should be addressed with this project.

Lintels

- The steel lintels at the window heads were reviewed during window replacement in 2011. The severely corroded ones were replaced. Other less severely corroded lintels were cleaned and painted at the time.
- All lintels are to be addressed by being replaced with preferred stainless steel lintels.

Window Sills

- As with the concrete heads, there are issues with the concrete sills. Several of the sills were replaced as part of the window Project in 2012, but others remain that are experiencing deterioration – remediation/repair may be required.

Doors and Wood Elements

- Wood elements on the building are limited to entry doors and frames on the North, South and East Elevations. The South Elevation has two sets of doors, one at ground level, another immediately above at the location of the original bridge. All the existing wood doors and frames should be refinished and all hardware replaced to match the period.
- An alternative would be to replace the wooden doors with aluminum doors and frames that appropriately match the existing components in size, configuration and profile; however, this would need to be vetted through the City’s review process to confirm it has merit and is substantiated.

Roof

- The lower portion of the roof (3rd Floor roof @ 4th Floor level) was replaced in 2012. All work requires coordination with and compliance with roof warranties currently in place.
- Associated light fixtures that serve as up-lighting for the tower are located along the inside face of the parapet. Removals/reinstallations as required shall be coordinated with and in compliance with roof warranty requirements.
- The upper roof (8th Floor roof @ 9th Floor level), was replaced in 2012 and is of the same system as the lower roof. All work requires coordination with and compliance with roof warranties currently in place.
- Above the 1st Floor North and East entry doors there are small areas that were re-roofed along with the remainder of the building. Like the primary roof areas, the membrane is a modified asphalt membrane with the foil-faced flashing sheets. Each of these areas has one primary drain. There are no secondary overflow drains or scuppers. The North entry roof is of concern because water can flow in through the window if the roof drain becomes obstructed, since the window sill is lower than the surrounding granite walls. If the drain becomes obstructed, water will flow in through the window since the window sill is lower than the surrounding granite walls. This is not the case with the East entry roof. The adjacent window sill is higher than the granite so if the drain becomes obstructed, water is able to run over the face of the granite. The drainage issue at the North entry roof mentioned above should be investigated, resolution proposed for City review, and the acceptable solution constructed as part of this project.

Bell/Clock Tower

- Work was performed to the Bell/Clock Tower and domed roof during a project completed in 2012 – no exterior work is planned for this area.

Mechanical (HVAC) System

- The building's original airside air-conditioning system consisted of three chilled water air handlers, fan powered and VAV boxes. A DX fan coil unit has been added to serve a Conference Room on the fourth floor. The original chilled water piping system included a single chilled water pump. No work is planned for this portion.

D. Restoration Approach

It is recommended that the approach to the exterior restoration of Old City Hall is to "do it right" so that the root cause of problems are addressed and expensive repairs are not necessary for a long time in the future. No construction drawings are available of the specific elements to be repaired; therefore, a requirement of the design phase will be to document the exterior of the building and prepare complete "as-built" documents.

The desired restoration contractor and/or sub-contractors should have experience in the restoration of similar buildings following the Secretary of the Interior Standards. The contractor should also have evidence of employing craftsmen specializing in traditional trades covering the scope of the work required on the exterior envelope. The Contractor or Subcontractor performing the masonry scope of work should have the following qualifications:

- Has been in business and performing historical masonry scopes of work for the past 10 years.
- Has performed multiple projects demonstrating a full understanding of the use and application of historical mortars when carrying out a full repointing project.
- Has a track record of previous projects following the U.S. Department of the Interior Standards (Preservation Brief 1 & 2).
- On site Foreman should have a minimum of 5 years experience on masonry projects.
- Licensed in the State of Florida.

E. Schedule / Phasing Strategy

The building is a functioning municipal building that is fully occupied and will not be vacated. Constructing the renovation in four phases has been contemplated for the selected team to consider.

The building must remain operational during the construction. It is imperative that a phasing strategy be implemented to minimize disruption of ongoing operations within the facility. Scheduling / Phasing of the Project should be coordinated carefully (including construction staging / parking, which will require prior discussion with City Parking and agreement on fee if the location suggested on the following is proposed), and the Construction Schedule must take into account regularly scheduled building functions, as well as any special events in and around the City Hall complex that would be affected by construction efforts.

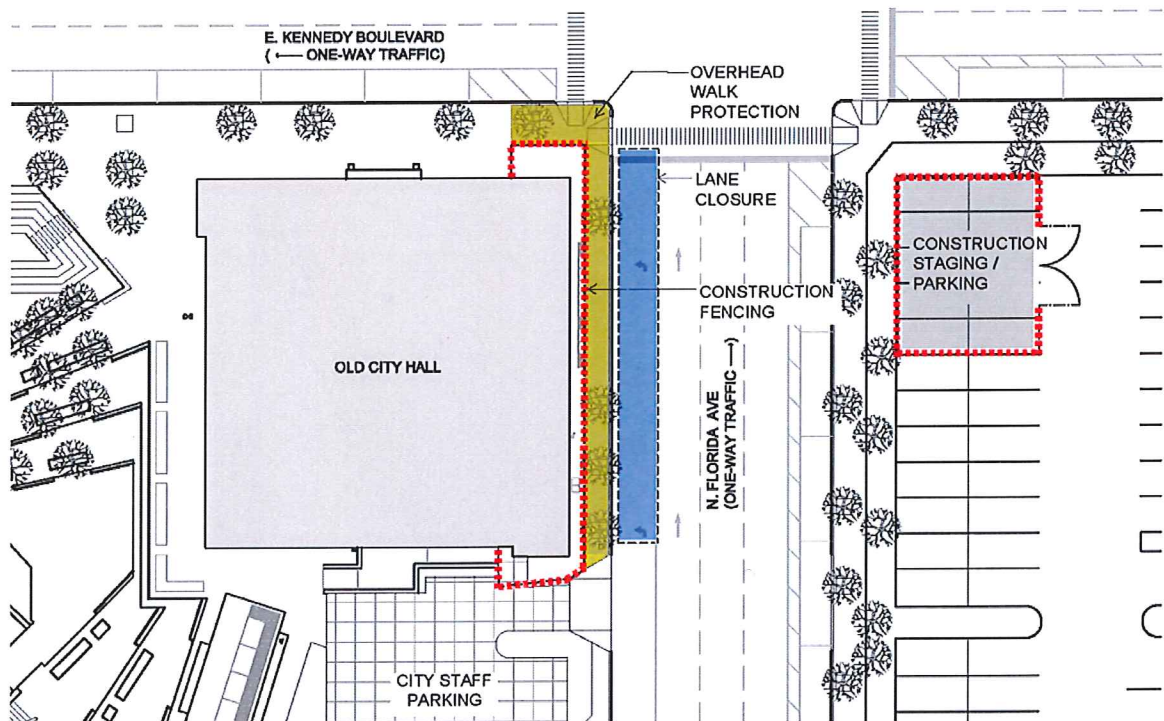
The following are suggested Phasing steps for this project.

Phase 1

The Project could begin on the East Elevation. This side of the building is the most constrictive with approximately 11 feet between the face of the building and curb. The sidewalk will be required to remain passable, with overhead protection provided (the City is contemplating protection prior to actual start of work). The left, northbound turning lane will need to be closed due to adjacency to the building. Right-of-Way Permits will be required in order to achieve this suggested phasing.

Phase 1 (East Elevation) work could be performed in this general order:

- 9th floor cornice scope (terra-cotta repair/replacement)
- Floors 4-8 (Tower) scope (window lintels and sills, brick repairs / replacement, terra-cotta repair / replacement, interior scope)
- Tower brick cleaning / repointing
- Third Floor cornice, balustrade and parapet scope.
- Floors 1-3 scope (window lintels and sills, brick repairs / replacement, terra-cotta repair / replacement, granite scope, interior scope)
- Floors 1-3 brick cleaning / repointing
- Structural repair to 9th Floor penthouse framing



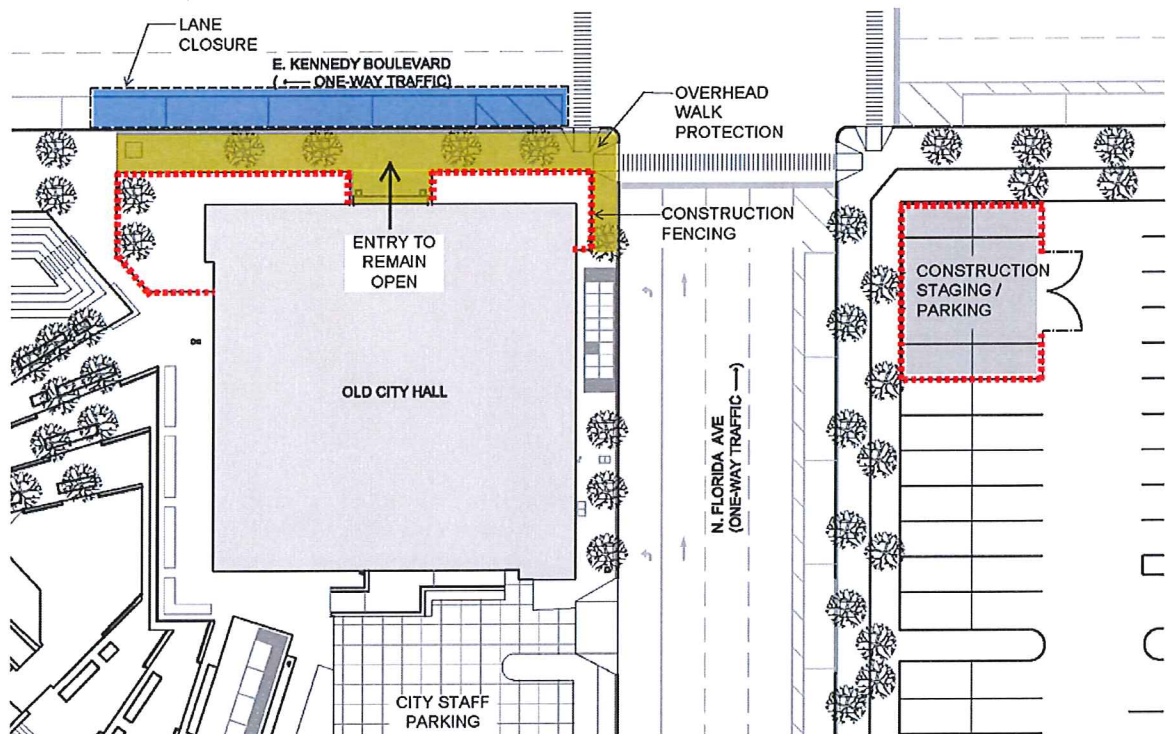
Phase 2

Work to the North Elevation could be the Second Phase of construction. There is a slightly greater clearance on this side of the building, with approximately 19 feet between the face of the building and the curb on Kennedy. This sidewalk will also be required to remain passable, with overhead protection provided. The parking spaces just to the north of the building on Kennedy Boulevard will need to be closed, requiring appropriate allowances to do so.

Since the building is to remain occupied during construction, the north entry must remain open and protected.

Phase 2 (North Elevation) work could be performed in this general order:

- 9th floor cornice scope (terra-cotta repair / replacement)
- Floors 4-8 (Tower) scope (window lintels and sills, brick repairs, terra-cotta repair/replacement, interior scope)
- Tower brick cleaning / repointing
- Third Floor cornice, balustrade and parapet scope.
- Floors 1-3 scope (window lintels and sills, brick repairs / replacement, terra-cotta repair, granite scope, interior scope)
- Floors 1-3 brick cleaning / repointing

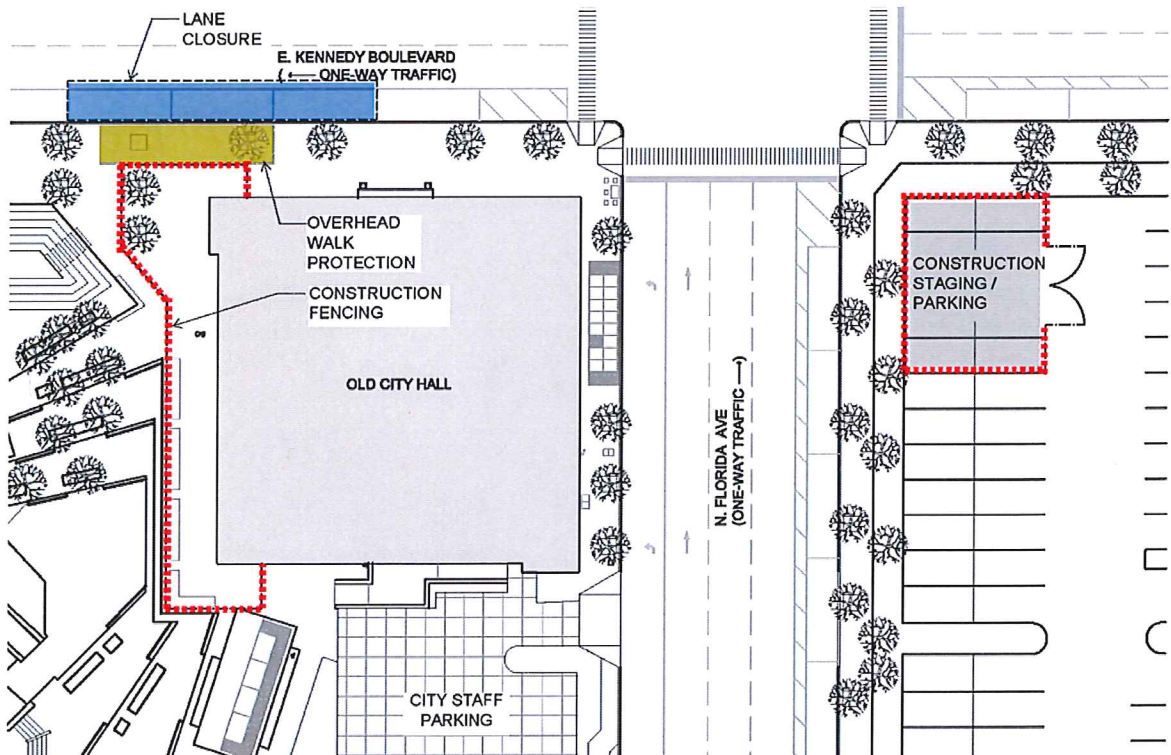


Phase 3

Work to the West Elevation could be the Third Phase of construction. This side of the building is adjacent to the Municipal Building courtyard so measures will need to be taken to protect the existing brick pavers, plantings, retaining walls, utilities, etc. A section of the sidewalk on Kennedy will still need to be kept clear and protected from above. Additionally, the parking spaces to the north may still need to be closed.

Phase 3 (West Elevation) work could be performed in this general order:

- 9th floor cornice scope (terra-cotta repair / replacement)
- Floors 4-8 (Tower) scope (window lintels and sills, brick repairs / replacement, terra-cotta repair / replacement, interior scope)
- Tower brick cleaning / repointing
- Third Floor parapet scope
- Floors 1-3 scope (window lintels and sills, brick repairs / replacement, terra-cotta repair / replacement, granite scope, interior scope)
- Floors 1-3 brick cleaning / repointing

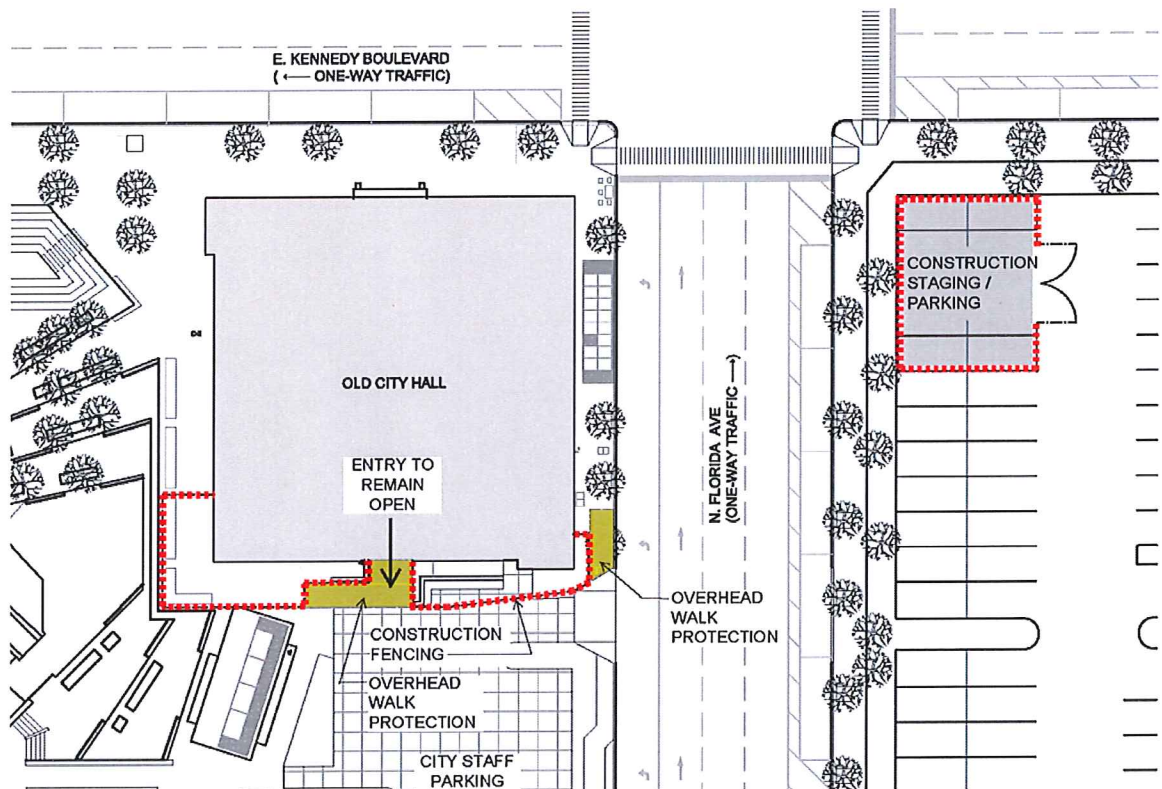


Phase 4

Work to the South Elevation could be the Final Phase of construction. This side of the building is adjacent to the Municipal Building parking so measures will need to be taken to protect the existing brick pavers, vegetation and utilities. This parking area will not be able to be used for staging or parking related to Construction. Temporary use of this area would have to be coordinated for off-hour utilization. Since the building is to remain occupied during construction, the south entry must be kept open and the egress route protected. Due to the adjacency of the southeast corner of the building to Florida, a section of the sidewalk will most likely need to be protected.

Phase 4 (South Elevation) work could be performed in this general order:

- 9th floor cornice scope (terra-cotta repair/replacement)
- Floors 4-8 (Tower) scope (window lintels and sills, brick repairs, terra-cotta repair/replacement, interior scope)
- Tower brick cleaning / repointing
- Third Floor parapet scope.
- Floors 1-3 scope (window lintels and sills, brick repairs, terra-cotta repair/replacement, granite scope, interior scope)
- Floors 1-3 brick cleaning / repointing



F. Existing Condition Photographs

Refer to **Section B – Building Façade** for Elevation Photo Key/Coordinates in established grid:

- North Façade
- East Façade
- South Façade
- West Façade

North Façade - Existing Conditions Photographs (See Page 6 for North Elevation Coordinates)

Reparative sealant should be removed



U15



U14

Deteriorated terra-cotta mortar joints

Failing sealant repairs



U13

Spalling of terra-cotta

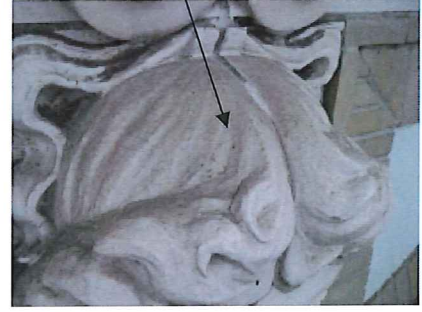


U12



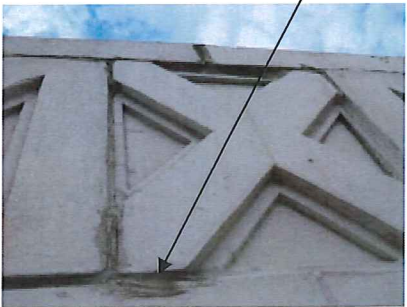
T10

Crazing of terra-cotta glaze



T9

Failing sealant repairs

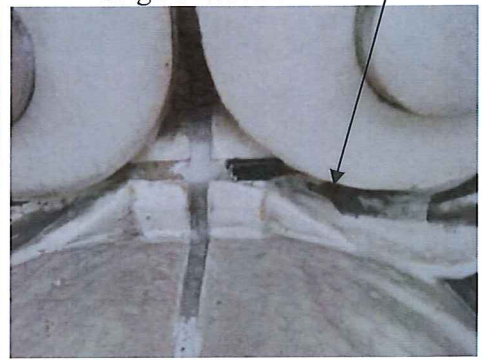


U9



U11

Original wood shim



U9

Chalking / flaking paint finish
on terra-cotta face and mortar
joints



U15

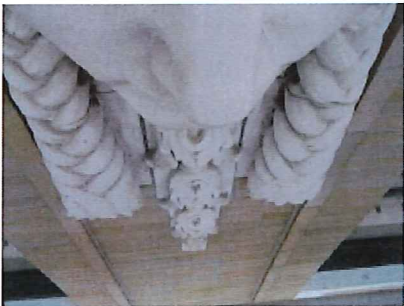


U14

Original wood shim. No
mortar in joint



U5



T9



T9

Failing sealant repairs

Failing glaze



U8



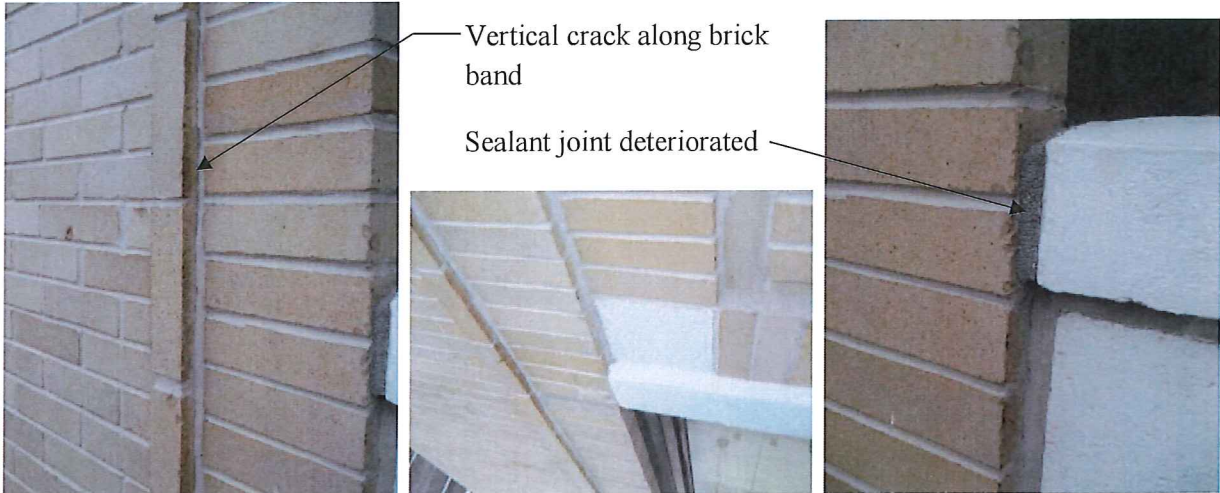
U5

Terra-cotta tile protruding from
face of cornice

Spalling of terra-cotta
glaze



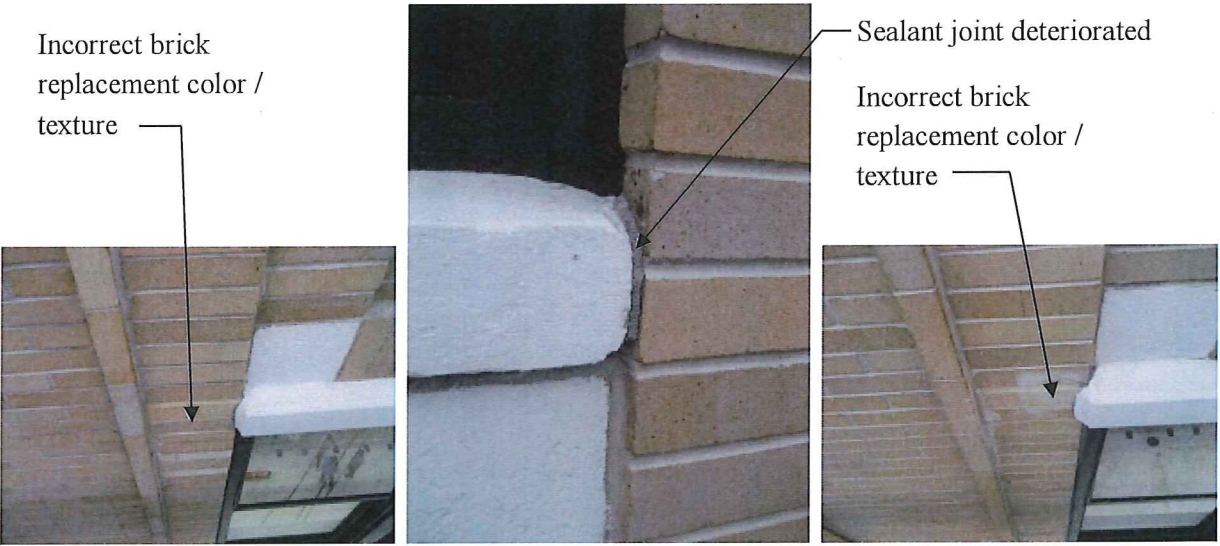
U7



R8

R8

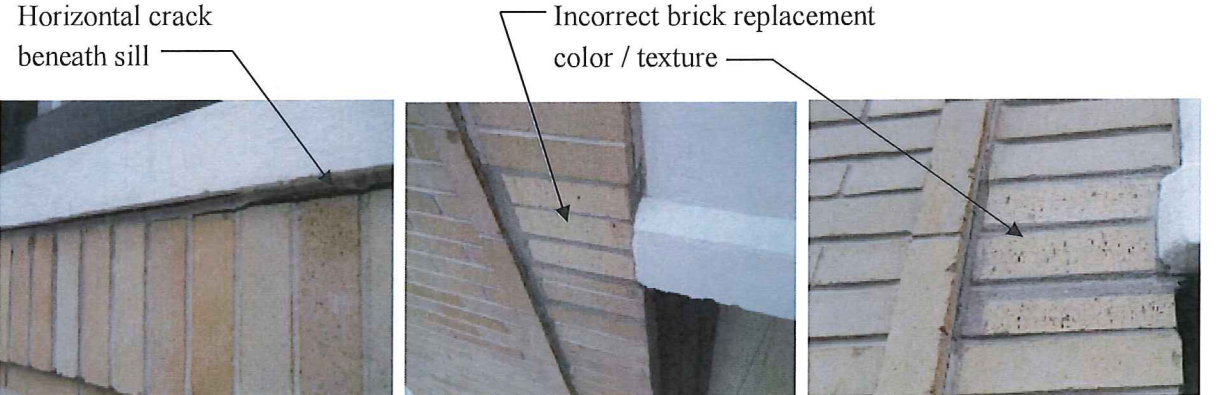
R8



R8

R8

R8



S7

P11

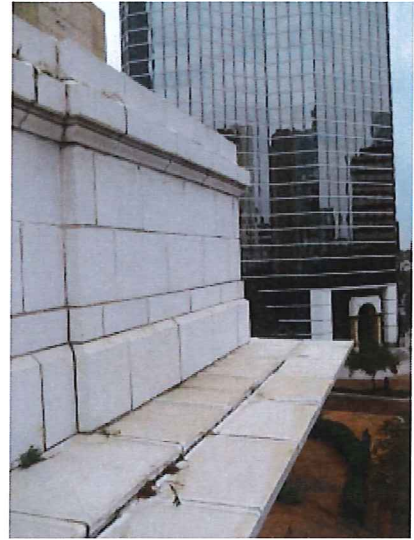
P8



I5



I4



I3



I6 - I17



I4

Vegetation growth indicating failing joints.
 Exposed joint reinforcing.



I3



H4



H3



H1 - H2



I3



I4



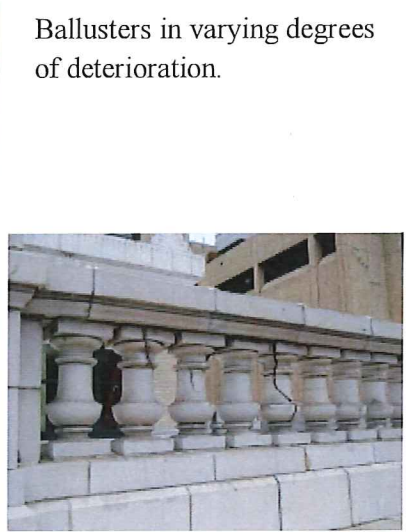
I5



I5



I8



I8

Ballusters in varying degrees of deterioration.



I8



I10





H19



H16



H13

Deteriorated steel lintel.



D19



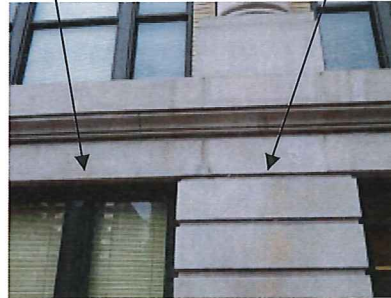
D16



D12

Severely deflected granite head.

Granite joints deteriorated, typical.



C19

C14

C11



A19



A14



A11

East Façade - Existing Conditions Photographs (See Page 7 for East Elevation Coordinates)



U6



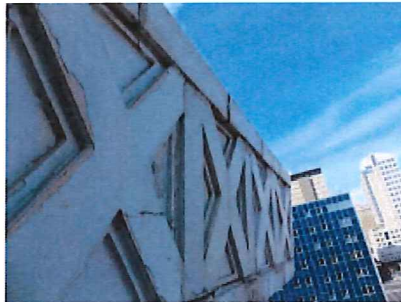
U7



U8



U8



U6



T6



Deteriorated terra-cotta mortar joints

U8



U8



U7



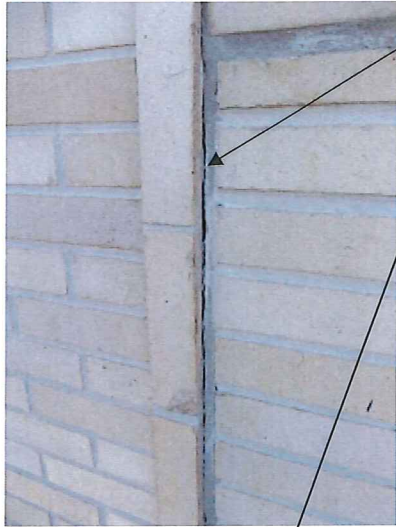
T11



T10



T9



Vertical crack along brick band

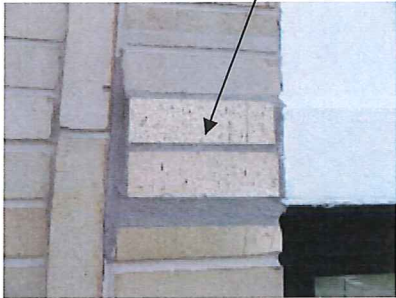
Incorrect brick replacement color / texture



Q8

P8

P7



P12

P11

P7



L5

L6

L8

Deteriorated terra-cotta finish



H16



H16



H16



G11



G10



H10



H10



H10



H10



H10



H12



H12

Severely cracked soffit panel (this has subsequently been removed)

Failed terra-cotta dentil molding



G10



G9



G11



G16



H16



H16



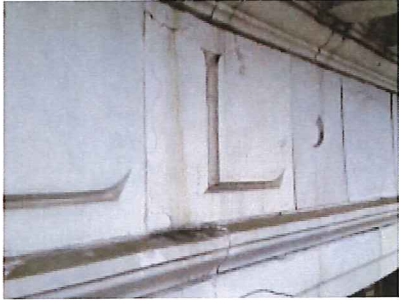
H16



H16



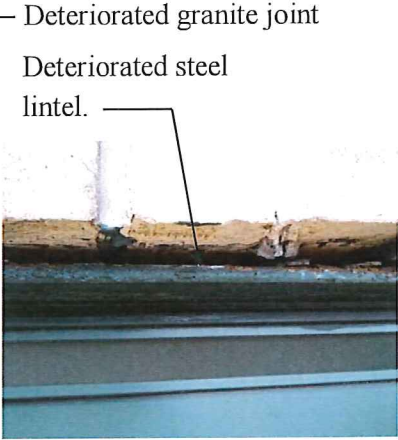
Granite column moving away from the building face



G9

H9

H8



Deteriorated granite joint
Deteriorated steel
intel.

E9

E9

G10



E9

F10



C10



C16



B9



B6



B14

Spalled granite



C7

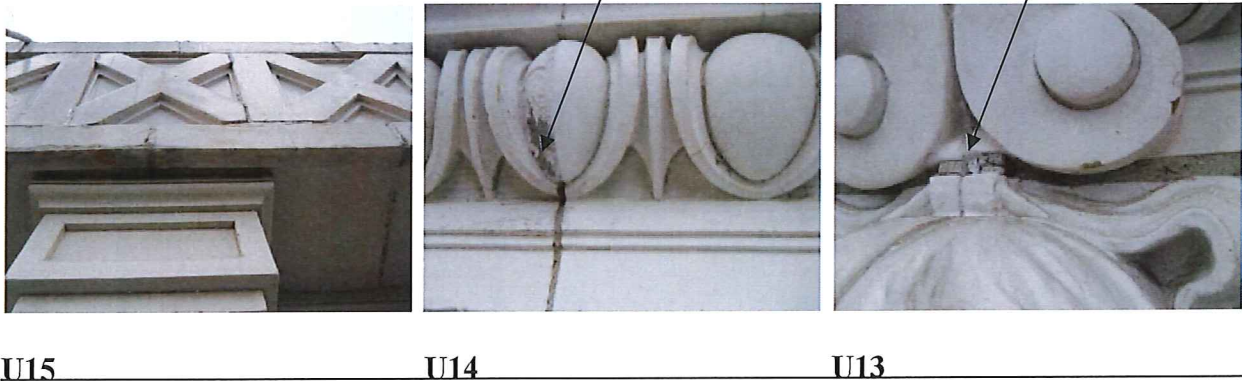
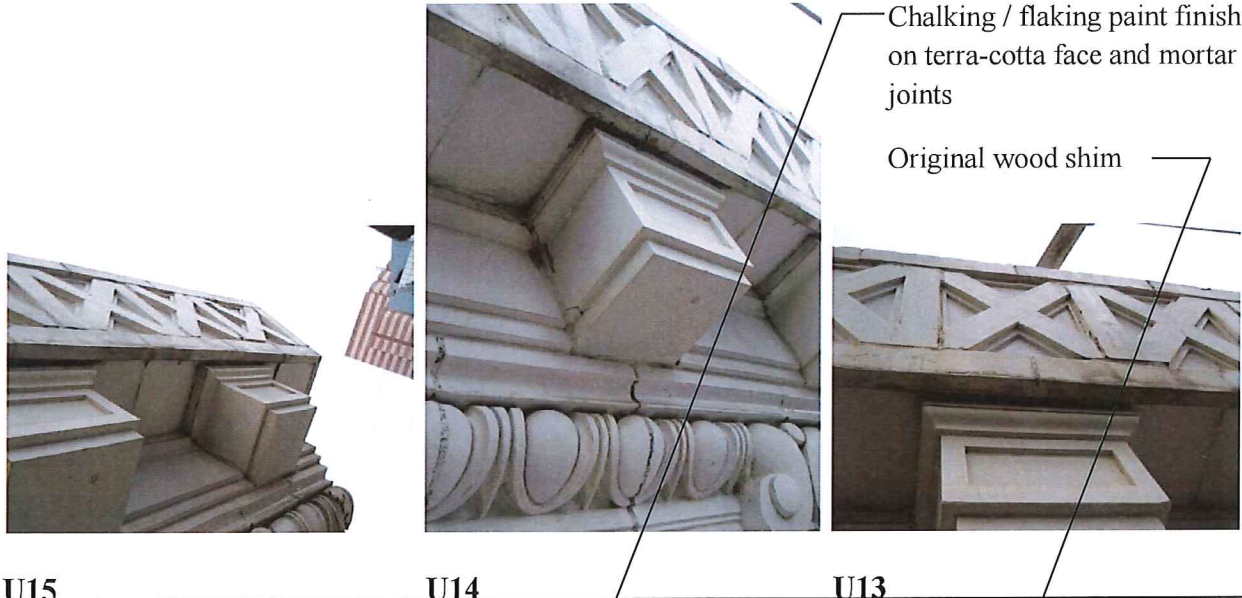


C4

Deflecting granite head



South Façade - Existing Conditions Photographs (See Page 8 for South Elevation Coordinates)



Terra-cotta protruding from face of building



U15



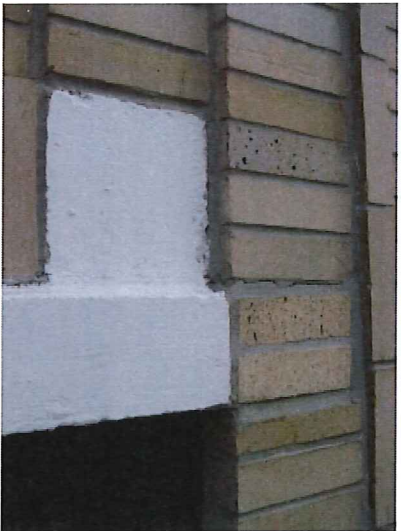
U14



U13



U15



U14



U13

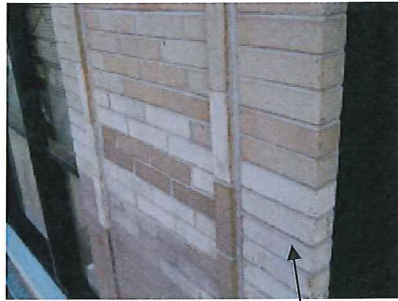


U15

Deteriorated steel
lintel.



U14



U13

Inappropriately painted
brick

Incorrect brick replacement
color / texture



L8



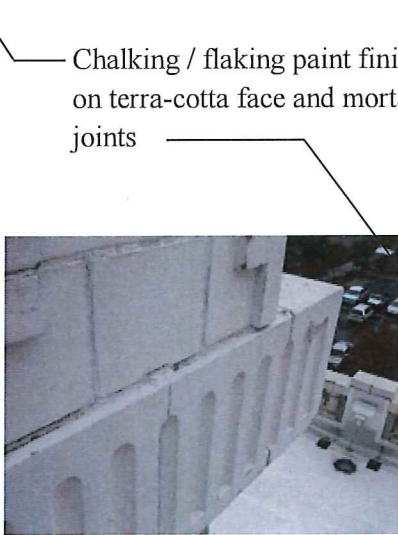
L8



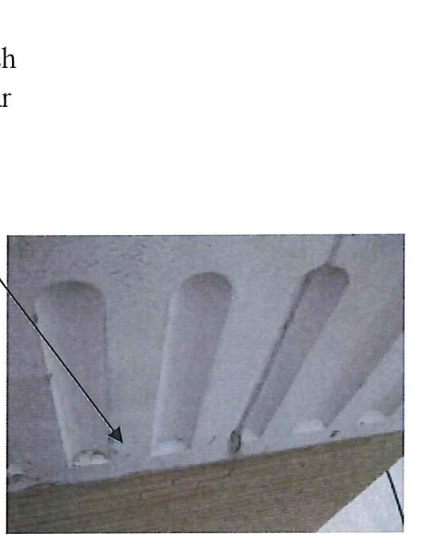
K8



L6



L5



K5

Chalking / flaking paint finish
on terra-cotta face and mortar
joints



K6



K7



K7



K7



K9



K10



K10

Terra-cotta banding replaced with resinous casting

Inappropriate use of a gypsum filler material



K10



K11



K14



K15



J13



H11



H9



H8



H4



H3



I3



I2

Vegetation growth indicating failing joints.



I3



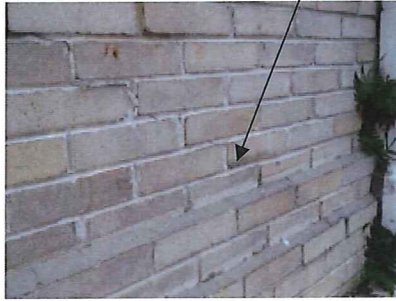
I3



Vegetation growth indicating failing joints.

Failing terra-cotta finish

Thermal cracking of parapet



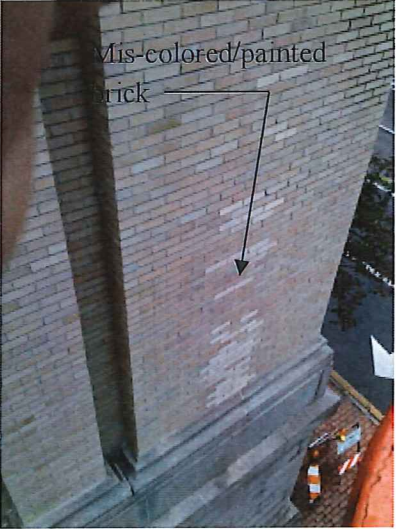
I2

I2

I4



H2



Mis-colored/painted brick

E2



H6



F4



E4



E4

West Façade - Existing Conditions Photographs (See Page 9 for West Elevation Coordinates)



U14



U14



U13



U13



U12



U12



U11



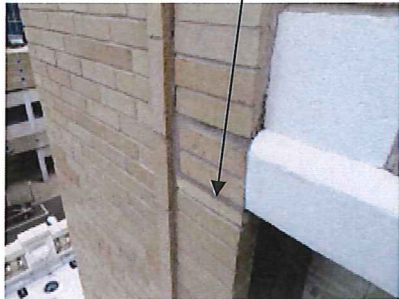
XU8



U8

Mortar joints failing

Incorrect brick replacement
color / texture



M14



M12



M10



L14



L14



L14



L13



L12



L12



L6



L6



K6



K7



K7



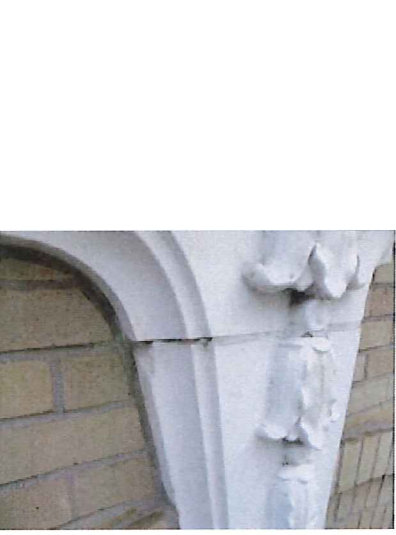
K8



K8



K8



K10

— Deteriorated terra-cotta mortar joints



K9



K10



K10



K12



K12



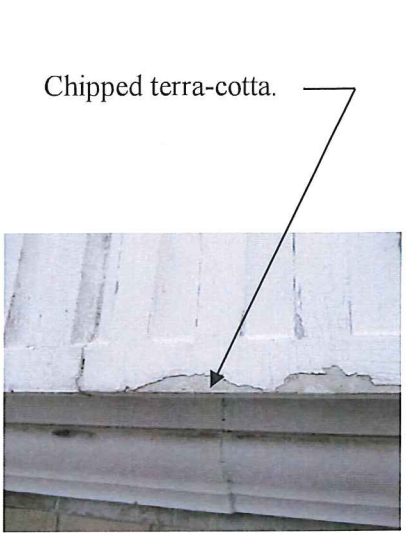
K12



K12



K13



K13



H18



G17



I15

Evidence of water intrusion from
inside of parapet

Cracked concrete banding



G14



H13



I14



I13



I2



I9



I2



H2



H2



H5



H3



G11



G12



G12

Deteriorated steel
lintel.



H12



C14



C13

**OLD CITY HALL - EXTERIOR RESTORATION: 15-C-00017
 PREDESIGN, PRECONSTRUCTION AND INVESTIGATION PHASE FEES**

June 25, 2015

PREDESIGN SERVICES (2 Months)	QTY	UNIT	COST	AMOUNT
Scan Exterior Building Elevations				
3D Laser Scan Services	1	LS	\$17,970.00	\$17,970
Walbridge - Safety Director	12	Hrs	\$85.00	\$1,020
Walbridge Sr. PM on Site During Scanning	12	Hrs	\$112.00	\$1,344
FGA Principal on Site During Scan	6	Hrs	\$175.00	\$1,050
Restocon Principal on Site During Scan	6	Hrs	\$115.00	\$690
Site Survey				
	1	LS	\$2,070.00	\$2,070
Drone Video Photography, Tower Section				
	1	Day	\$5,760.00	\$5,760
Professional Still Photography, Base Section				
	2	Days	\$800.00	\$1,600
Develop Current Dimensional As-Built Documents				
FGA, Architectural/Site - Architect	16	Hrs	\$175.00	\$2,800
FGA - Drafting Technician	80	Hrs	\$70.00	\$5,600
FGA - Architect, Photo Coordination	8	Hrs	\$175.00	\$1,400
FGA - Technician, Photo Coordination	40	Hrs	\$70.00	\$2,800
Team Review/Meetings - Total (4) Meetings Estimated				
Walbridge (Travel Plus Meeting Time, 3 hrs/mtg)	12	Hrs	\$112.00	\$1,344
FGA - Principal Architect	12	Hrs	\$175.00	\$2,100
FGA - Architect	12	Hrs	\$175.00	\$2,100
FGA - Drafting Technician	12	Hrs	\$70.00	\$840
Restocon - Principal	12	Hrs	\$115.00	\$1,380
Owner Meetings (2), Delivery (1) - Total 3 Meetings				
Walbridge - Sr. PM (3 hrs/mtg)	9	Hrs	\$112.00	\$1,008
FGA - Principal Architect	9	Hrs	\$175.00	\$1,575
FGA - Architect	9	Hrs	\$175.00	\$1,575
FGA - Drafting Technician	9	Hrs	\$70.00	\$630
Restocon - Principal	9	Hrs	\$115.00	\$1,035
Consultation/Research with Manufacturers/Vendors				
Walbridge - Sr. PM	16	Hrs	\$112.00	\$1,792
FGA - Drafting Technician(s)	320	Hrs	\$70.00	\$22,400
In House Investigation/Coordination Team Members				
Walbridge - Sr. PM	80	Hrs	\$112.00	\$8,960
FGA - Principal Architect	50	Hrs	\$175.00	\$8,750
FGA - Architect	100	Hrs	\$175.00	\$17,500
FGA - Drafting Technician	160	Hrs	\$70.00	\$11,200
Restocon - Principal	40	Hrs	\$115.00	\$4,600
Conceptual Estimate				
Walbridge - Chief Estimator	16	Hrs	\$137.00	\$2,192
Restocon - Principal	16	Hrs	\$115.00	\$1,840
Administration				
Walbridge	40	Hrs	\$45.00	\$1,800
FGA	160	Hrs	\$55.00	\$8,800
Restocon	20	Hrs	\$55.00	\$1,100
Reimbursable Expenses Allowance				
Walbridge	1	LS	\$500.00	\$500
FGA	1	LS	\$1,000.00	\$1,000
Restocon	1	LS	\$500.00	\$500
Total Pre-Design Services Fee:				\$150,625

PRECONSTRUCTION SERVICES (7 Months)	QTY	UNIT	COST	AMOUNT
Team Review/Meetings: FGA/Restocon/Walbridge - (14 Meetings)				
Walbridge - Sr. PM	42	Hrs	\$112.00	\$4,704
Walbridge - Lead Superintendent	21	Hrs	\$106.00	\$2,226
Walbridge - Operations Manager	4	Hrs	\$158.00	\$632
FGA - Principal Architect	33	Hrs	\$175.00	\$5,775
FGA - Architect	42	Hrs	\$175.00	\$7,350
Restocon - Principal	42	Hrs	\$115.00	\$4,830
Owner Meetings - (14 Meetings)				
Walbridge - Sr. PM	42	Hrs	\$112.00	\$4,704
Walbridge - General Manager	4	Hrs	\$175.00	\$700
FGA - Principal Architect	33	Hrs	\$175.00	\$5,775
FGA - Architect	42	Hrs	\$175.00	\$7,350
Restocon - Principal	42	Hrs	\$115.00	\$4,830
GMP Set of Documents (60%)				
FGA - Principal	640	Hrs	\$175.00	\$112,000
FGA - Architect	800	Hrs	\$175.00	\$140,000
FGA - Drafting Technicians	1680	Hrs	\$75.00	\$126,000
Structural Design	330	Hrs	\$100.00	\$33,000
Moisture Consultant Design	80	Hrs	\$175.00	\$14,000
Historical Preservation Svcs	20	Hrs	\$300.00	\$6,000
Electrical	32	Hrs	\$175.00	\$5,600
Mechanical - Opinion, Building Pressurization	4	Hrs	\$175.00	\$700
GMP Estimate (60% Documents)				
Walbridge - Chief Est.	80	Hrs	\$137.00	\$10,960
Walbridge - Estimator	120	Hrs	\$102.00	\$12,240
Walbridge - Sr. PM	56	Hrs	\$112.00	\$6,272
Walbridge - Lead Superintendent	4	Hrs	\$106.00	\$424
Restocon - Principal	80	Hrs	\$115.00	\$9,200
Restocon - Estimator	160	Hrs	\$85.00	\$13,600
FGA - Principal Architect	8	Hrs	\$175.00	\$1,400
FGA - Architect	8	Hrs	\$175.00	\$1,400
Constructability Package				
Walbridge - Sr. PM	16	Hrs	\$112.00	\$1,792
Walbridge - Lead Superintendent	8	Hrs	\$106.00	\$848
Walbridge - Scheduler	4	Hrs	\$85.00	\$340
Restocon - Principal	16	Hrs	\$115.00	\$1,840
MWBE Participation, Package Preparation				
Blackmon Roberts Group	56	Hrs	\$75.00	\$4,200
Walbridge - Estimator	8	Hrs	\$102.00	\$816
Walbridge - Sr. PM	16	Hrs	\$112.00	\$1,792
Schedule Research and Development				
Walbridge - Scheduler	40	Hrs	\$85.00	\$3,400
Walbridge - Sr. PM	8	Hrs	\$112.00	\$896
Walbridge - Lead Superintendent	4	Hrs	\$106.00	\$424
Restocon - Project Manager	8	Hrs	\$85.00	\$680
Safety Plan				
Walbridge - Safety Director	24	Hrs	\$85.00	\$2,040
Walbridge - Lead Superintendent	8	Hrs	\$106.00	\$848
Walbridge - Sr. PM	4	Hrs	\$112.00	\$448
Restocon - Project Manager	4	Hrs	\$85.00	\$340
Restocon - Superintendent	4	Hrs	\$68.00	\$272

PRECONSTRUCTION SERVICES (continued)	QTY	UNIT	COST	AMOUNT
Fire Marshall Meeting, Egress Confirmation				
FGA - Principal Architect	4	Hrs	\$175.00	\$700
FGA - Architect	4	Hrs	\$175.00	\$700
Walbridge - Sr. PM	4	Hrs	\$112.00	\$448
Walbridge - Lead Superintendent	4	Hrs	\$106.00	\$424
Restocon - Project Manager	4	Hrs	\$85.00	\$340
Pre-Application Meeting, City of Tampa Bldg. Dept.				
FGA - Principal Architect	4	Hrs	\$175.00	\$700
Walbridge - Sr. PM	4	Hrs	\$112.00	\$448
Restocon - Project Manager	4	Hrs	\$85.00	\$340
Site Maintenance of Traffic Plan				
Walbridge - Safety Director	8	Hrs	\$85.00	\$680
Walbridge - Lead Superintendent	4	Hrs	\$106.00	\$424
Walbridge - Sr. PM	4	Hrs	\$112.00	\$448
Restocon - Project Manager	4	Hrs	\$85.00	\$340
Security Plan				
Walbridge - Lead Superintendent	16	Hrs	\$106.00	\$1,696
Walbridge - Sr. PM	4	Hrs	\$112.00	\$448
Restocon - Project Manager	4	Hrs	\$85.00	\$340
Quality Control Plan				
Walbridge - Sr. PM	8	Hrs	\$112.00	\$896
FGA- Principal Architect	8	Hrs	\$175.00	\$1,400
FGA - Architect	32	Hrs	\$175.00	\$5,600
Restocon- Project Manager	8	Hrs	\$85.00	\$680
Contaminated Materials Plan				
Walbridge - Sr. PM	4	Hrs	\$112.00	\$448
Restocon - Project Manager	4	Hrs	\$85.00	\$340
Project Signage Plan				
Walbridge - Lead Superintendent	2	Hrs	\$106.00	\$212
FGA - Principal Architect	2	Hrs	\$175.00	\$350
Site Staging/Scaffolding Plan				
Restocon - Project Manager	8	Hrs	\$85.00	\$680
Walbridge - Lead Superintendent	2	Hrs	\$106.00	\$212
Walbridge - Safety Director	8	Hrs	\$85.00	\$680
Develop List of Alternates and Pricing				
FGA - Principal Architect	4	Hrs	\$175.00	\$700
FGA - Architect	4	Hrs	\$175.00	\$700
Walbridge - Chief Est.	8	Hrs	\$137.00	\$1,096
Restocon - Principal	8	Hrs	\$85.00	\$680
Administration				
Walbridge - Admin	176	Hrs	\$45.00	\$7,920
FGA (included in task hours above)	0	Hrs	\$0.00	\$0
Restocon	40	Hrs	\$45.00	\$1,800
Reimbursable Expenses Allowance				
Walbridge	1	LS	\$2,500.00	\$2,500
FGA	1	LS	\$5,000.00	\$5,000
Restocon	1	LS	\$2,500.00	\$2,500
Total Preconstruction Services				\$605,518

*2 original sets and electronic delivery

Destructive Investigation/Materials Sampling/Lab Research/ARC Meeting

Restocon Work Requirements

Mobilization for Inv/Testing	1	LS	\$12,500.00	\$12,500
Road Maintenance of Traffic	1	LS	\$2,500.00	\$2,500
Barricades	1	LS	\$2,500.00	\$2,500
Signage	1	LS	\$650.00	\$650
Safety Devices & Equipment	1	LS	\$3,750.00	\$3,750
Ground Protection	1	LS	\$1,500.00	\$1,500
Building Protection	1	LS	\$4,850.00	\$4,850
Scaffold Stairs from Ground to top Base Section				By C.O.T.
Temporary Power	1	LS	\$1,200.00	\$1,200
Materials, Small Tools and Equipment	1	LS	\$3,500.00	\$3,500
Base Section				
Lift(s) Rental and Delivery Charges	2	Months	\$4,050.00	\$8,100
Fuel for Lift	2	Months	\$1,250.00	\$2,500
Lintel Area Brick Removal/Inspect/Reinstall	40	Hrs.	\$62.50	\$2,500
Project Manager	40	Hrs.	\$85.00	\$3,400
Superintendent	160	Hrs.	\$68.00	\$10,880
Technician	320	Hrs.	\$55.00	\$17,600
Tower Section				
Crane for Swing Stage Material Delivery	1	LS	\$9,000	\$9,000
Swing Stage Rental	1	LS	\$6,000	\$6,000
Swing Stage Erection, Dismantle	1	LS	\$2,500	\$2,500
Swing Stage Move from N/S to E/W	1	LS	\$3,000	\$3,000
Lintel Area Brick Removal/Inspect/Reinstall	40	Hrs.	\$62.50	\$2,500
Project Manager	40	Hrs.	\$85.00	\$3,400
Superintendent	160	Hrs.	\$68.00	\$10,880
Technician	320	Hrs.	\$55.00	\$17,600

Existing Materials Sampling, Destructive Testing, Lab Fees

Mortar Petrographic Analysis Testing	1	LS	\$8,500.00	\$8,500
Balustrade Section, Parapet Top of Base Section				
<i>Balustrade Sample Section Removal (4 wksr, 1 week)</i>	160	Hrs	\$62.50	\$10,000
<i>Temporary Weatherproof Enclosure at Balustrade Rem</i>	80	Hrs	\$62.50	\$5,000
<i>Materials for Temporary Enclosure</i>	1	LS	\$2,250.00	\$2,250
<i>Balustrade Boston Valley Terra Cotta Shipping/Freight</i>	1	LS	\$4,350.00	\$4,350
<i>Balustrade BVTC Materials Testing, Shop Drawings</i>	1	LS	\$32,570.00	\$32,570
<i>Travel and Per Diem for Field Inspection</i>				Included Above
<i>Shop Drawings (estimate 50 each for review/approval)</i>				Included Above
<i>Glazing Matching (sampling of 3 to 5 colors)</i>				Included Above
<i>Setting & Alignment (in-house alignment of stones)</i>				Included Above
<i>Lab Testing (in-house)</i>				Included Above
Balustrade BVTC Material 25% Deposit - Start Production	1	Allowance	\$6,000.00	\$6,000
Roof Repair Work at Balustrade Removal - Quality	1	LS	\$4,600.00	\$4,600
Upper Cornice Component				
<i>Removal (60 hrs for 4 workers)</i>	240	Hrs	\$62.50	\$15,000
<i>Temporary Enclosure at removal (4 wksr, 30 hrs)</i>	120	Hrs	\$62.50	\$7,500
<i>Materials for Enclosure</i>	1	LS	\$2,250.00	\$2,250
Lower Cornice Component				
<i>Removal (40 hrs for 4 workers)</i>	160	Hrs	\$62.50	\$10,000
<i>Temporary Enclosure at removal (4 wksr, 20 hrs)</i>	80	Hrs	\$62.50	\$5,000
<i>Materials for Enclosure</i>	1	LS	\$1,250.00	\$1,250

Destructive Investigation/Materials Sampling/Lab Research/ARC Meeting (continued):

Investigation/Research for Destructive Testing

FGA Site Visits - Principal Architect	72	Hrs	\$175.00	\$12,600
FGA Site Visits - Architect	108	Hrs	\$175.00	\$18,900
Moisture Consultant Visits	40	Hrs	\$175.00	\$7,000
Professional Photography, Issue Specific	3	Days	\$800.00	\$2,400
Walbridge Site Visits (Avg 2 X's per week)	128	Hrs	\$112.00	\$14,336
Walbridge Supervision During Investigation Operation	640	Hrs	\$106.00	\$67,840

Architectural Review Commission, Historical Preservation Presentation

Preparation of Presentation Material				
FGA - Principal Architect	4	Hrs	\$175.00	\$700
FGA - Architect	8	Hrs	\$175.00	\$1,400
FGA - Drafting Technicians	16	Hrs	\$300.00	\$4,800
Preliminary Meeting with ARC Staff				
FGA - Principal Architect	2.5	Hrs	\$175.00	\$438
FGA - Architect	2.5	Hrs	\$175.00	\$438
Historical Preservation Consultant	2.5	Hrs	\$300.00	\$750
Historic Preservation Development Review Committee Meeting				
FGA - Principal Architect	3	Hrs	\$175.00	\$525
FGA - Architect	3	Hrs	\$175.00	\$525
Historical Preservation Consultant	3	Hrs	\$300.00	\$900
Architectural Review Commission Public Hearing				
FGA - Principal Architect	4	Hrs	\$175.00	\$700
FGA - Architect	4	Hrs	\$175.00	\$700
Historical Preservation Consultant	4	Hrs	\$300.00	\$1,200
Walbridge - Sr. PM	4	Hrs	\$112.00	\$448
Restocon - Principal	4	Hrs	\$115.00	\$460
Certificate of Appropriateness Fee	1	LS	\$100.00	\$100

Total Investigation/Research/Lab/ARC Activities **\$384,239**

Services, Description	Duration	Amount
PreDesign Phase	2 Months	\$150,625
Preconstruction Phase	7 Months	\$605,518
Investigation/Research/Lab/ARC Activities	Included Precon	\$384,239
Total:	9 Months	\$1,140,382

Services, By Firm	PreDesign	Preconstruction	Inv/ARC	Amount
Walbridge	\$39,530 0.4%	\$79,686 0.8%	\$89,624.00 0.9%	\$208,840
FleischmanGarcia	\$99,950 1.0%	\$482,200 4.8%	\$51,675.00 0.5%	\$633,825
Restocon	\$11,145 0.1%	\$43,632 0.4%	\$242,940 0.4%	\$297,717
Total:				\$1,140,382

Construction Budget Amount: **\$10,000,000**
Preconstruction Services Percent: **6.1%**
Non-Standard Preconstruction Activities:
PreDesign Services Percent (prework as-builts): **1.5%**
Work on Site Investigation/Destructive Testing; ARC Meeting **3.8%**

Additional Services, Out of Scope Fees

For work not in the original scope of work or for additional services beyond those specifically listed herein, either a lump sum or hourly rates with actual expenses and fee will be provided.

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)

EXHIBIT D



City of Tampa – DMI Schedule of Sub-(Contractors/Consultants/Suppliers) to be Utilized

Contract No.: 15-C-0007 Contract Name: Old City Hall Exterior Renovations, Design Build
 Contractor Name: Walbridge Aldinger LLC Address 9942 Currie Davis Dr, Suite H, Tampa, FL 33619
 Federal ID 38-41440 Phone 813-622-8900 Fax 813-664-0505 Email mlayton@walbridge.com

[] See attached documents.

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

Enter "S" for firms Certified as Small Local Business Enterprises

S = SLBE	Company Name Address Phone & Fax	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	Amount of Quote. Letter of Intent if available.	Percent of Contract %
Federal ID					
59-1400667	Fleischman And Garcia Architects And Planners, A.I.A., P.A 324 South Hyde Park Avenue, Suite 300 Tampa, FL 33606 813-251-4400	CM	906	\$633,825	55.6%
59-3412443	Restocon Corporation 337 N. Falkenburg Road Tampa, FL 33619 813-643-2202	CM	914	\$297,717	26.1%
59-3198561	Blackmon Roberts Group, Inc. (SLBE/WMBE) 902 S. Florida Avenue, Suite 205 Lakeland, FL 33803 863-802-1280	BF	912	\$6,808	.60%
51-0497244	S2S Digital, Inc. (SLBE-WMBE) 5523 W. Cypress St., Suite 100 Tampa, FL 33607 813-288-1818	HF	912	Estimated \$1,500	.13%

Total Subcontract/Supplier Utilization \$ \$931,542

Total SLBE Utilization \$ 71,458.00 (total SLBE for contract amount, see Page 2 FleischmanGarcia DMI Form for full list)

Percent SLBE Utilization of Total Bid/Proposal Amt. 6.27%

Certification: It is hereby certified that the following information is a true and accurate account of utilization for sub -contracting opportunities on this contract. **(Modifying This Form or Failure to Complete and Sign May Result in Non-Compliance)**

Signed  Name/Title Timothy Sewell, V.P. General Mgr. Date: June 25, 2015

EXHIBIT D



City of Tampa – DMI Schedule of Sub-(Contractors/Consultants/Suppliers) to be Utilized

Contract No.: 15-C-0007 Contract Name: Old City Hall Exterior Renovations, Design Build
 Contractor Name: Fleischman and Garcia Architects and Planners, A.I.A., P.A.
 Address 324 South Hyde Park Avenue, Suite 300, Tampa, FL 33602
 Federal ID 59-1400667 Phone 813-251-4400 Fax 813-251-1994 Email sol@fgafla.com

[] See attached documents.

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

Enter "S" for firms Certified as Small Local Business Enterprises

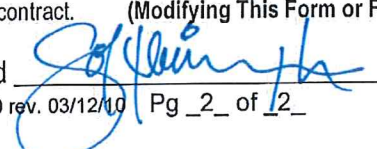
S = SLBE	Company Name Address Phone & Fax	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	Amount of Quote. Letter of Intent if available.	Percent of Contract %
59-3439149	Ferrell Redevelopment (SLBE/WMBE) 633 N. Franklin Street, Suite 625 Tampa, FL 33602 813-318-9100	CF	906	\$8,850	.78%
S					
59-3614371	Master Consulting Engineers, Inc. (SLBE/WMBE) 5523 W. Cypress Street, Suite 200 Tampa, FL 33607 813-287-3622	HM	925	\$33,000	2.89%
S					
20-4452969	VoltAir Consulting Engineers (SLBE/WMBE) 20 West 7 th Avenue, Suite 210 Tampa, FL 33602 813-867-4899	BM	925	\$6,300	.55%
S					
<i>In Progress</i>	Howard Piper and Associates, Inc. (SLBE – Cert. In Progress) 2742 Jason Street Tampa, FL 33619 813-626-2540	CM	925	\$14,000	1.23%
S					
51-0497244	S2S Digital, Inc. (SLBE-WMBE, Printing Services As Needed) 5523 W. Cypress St., Suite 100 Tampa, FL 33607 813-288-1818	HF	912	Estimated \$1,000	.09%
S					

Total Subcontract/Supplier Utilization \$ \$63,150.00

Total SLBE Utilization \$ \$63,150.00

Percent SLBE Utilization of Total Bid/Proposal Amt. 9.9% of FGA Portion (\$633,825), and 6.27% of total contract (\$1,140,382)

Certification: It is hereby certified that the following information is a true and accurate account of utilization for sub -contracting opportunities on this contract. (Modifying This Form or Failure to Complete and Sign May Result in Non-Compliance)

Signed  Name/Title Sol Fleischman, CEO

Date: June 25, 2015