

Agmt

RESOLUTION NO. 2013- 863

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL ARCHITECTURAL/ ENGINEERING SERVICES IN THE AMOUNT OF \$708,400 BETWEEN THE CITY OF TAMPA AND CIVITAS, INC. IN CONNECTION WITH CONTRACT NO. 13-D-00026; JULIAN B. LANE RIVERFRONT PARK REDEVELOPMENT; 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 CIVITAS, Inc. as CONSULTANT to provide professional services in connection with Contract 13-D-00026; Julian B. Lane Riverfront Park Redevelopment, (PROJECT) as detailed in the Agreement for Consultant Services (AGREEMENT); and

WHEREAS, the CITY desires to enter into an agreement with the CONSULTANT to provide certain professional consultant services; and

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

NOW, THEREFORE,

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

Section 1. That the Agreement for Consultant Services between the City of Tampa and CIVITAS, Inc. in connection with Contract 13-D-00026; Julian B. Lane Riverfront Park Redevelopment Project as detailed in said AGREEMENT, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in substantially similar form.

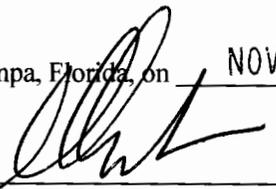
Section 2. That the Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk to attest and affix the official seal of the City of Tampa to, said AGREEMENT on behalf of the City of Tampa.

Section 3. That funds in the amount of \$708,400 for these services are available for the PROJECT in the Budget of the City of Tampa for the Fiscal Year ending September 30, 2014, in the Community Investment Tax Capital Projects Fund.

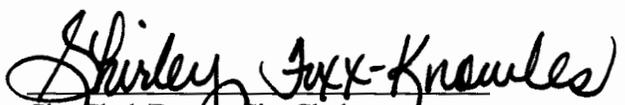
Section 4. That other proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Tampa, Florida, on NOV 07 2013

ATTEST:



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



City Clerk/~~Deputy City Clerk~~

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

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into at Tampa, Florida, this ____ day of _____, 20__, by and between the CITY OF TAMPA, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", the address of which is 315 East Kennedy Boulevard, Tampa, Florida 33602, and CIVITAS, INC., a corporation chartered and existing under the laws of the State of Colorado, hereinafter referred to as "CONSULTANT", the address of which is 1200 Bannock Street, Denver, CO, 80204

WITNESSETH:

WHEREAS, the CITY desires to engage the CONSULTANT to perform certain professional Architectural/Engineering (A/E) consulting services pertinent to such work which shall be referred to as 13-D-00026; Julian B. Lane Riverfront Park Redevelopment "PROJECT" in accordance with this Agreement; and

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

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

I. GENERAL SCOPE OF THIS AGREEMENT

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

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

II. DATA AND SERVICES TO BE PROVIDED BY THE CITY

The CITY shall provide:

A. Available plans and specifications of existing construction.

III. PERIOD OF SERVICE

A. The CONSULTANT shall begin work promptly after receipt of a fully executed copy of the Agreement and a Notice to Proceed. The agreement shall remain in force until the completion of all construction for the Project.

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

IV. GENERAL CONSIDERATIONS

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

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

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

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

V. COMPENSATION

The CITY shall compensate the CONSULTANT for the services performed with this Agreement a lump sum (by task) of \$708,400 to be billed in accordance with **Exhibit B**.

VI. PAYMENT

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

VII. RECORDS

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

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

VIII. PERSONNEL

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

IX. SUSPENSION, CANCELLATION OR ABANDONMENT

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

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

In the event the PROJECT is suspended, cancelled or abandoned, the CONSULTANT shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the CONSULTANT's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the CITY.

X. TERMINATION

A. Termination for Cause.

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

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

B. Termination for Convenience.

The CITY may reduce the scope of work or terminate work under this Agreement or amendment to this Agreement without cause; in the event of such scope reduction or termination other than for cause, the CITY shall compensate the CONSULTANT for services properly performed through the date of such reduction in scope or

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

XI. INSURANCE

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

XII. INTERESTS OF MEMBERS OF THE CITY

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

XIII. INTEREST OF THE CONSULTANT

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

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

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

XIV. COMPLIANCE WITH LAWS

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

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

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

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

XV. ASSIGNABILITY

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

XVI. EQUAL EMPLOYMENT

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

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

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

XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM

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

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

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

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

XVIII. CITY CODE OF ETHICS

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

XIX. NEGATION OF AGENT OR EMPLOYEE STATUS

CONSULTANT shall perform this Agreement as an independent consultant and nothing contained herein shall in any way be construed to constitute CONSULTANT or the assistants of CONSULTANT to be representative, agent, subagent, or employee of CITY or any political subdivision of the State of Florida. CONSULTANT certifies CONSULTANT's understanding that CITY is not required to withhold any federal income tax, social security tax, state

and local tax, to secure worker's compensation insurance or employer's liability insurance of any kind or to take any other action with respect to the insurance or taxes of CONSULTANT and assistants of CONSULTANT.

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

XX. SEVERABILITY

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

XXI. CHOICE OF LAW

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

XXII. DESIGNATION OF FORUM

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

XXIII. AUTHORIZATION

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

persons who have executed the Agreement on behalf of each party are authorized and empowered to execute said Agreement.

XXIV. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between the parties and there are no promises or understandings other than those stated herein. Exhibits to this Agreement shall be deemed to be incorporated by reference as though set forth in full herein. In the event of a conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, and unless otherwise specified herein, then this Agreement will prevail.

XXV. INDEMNIFICATION

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

XXVI. ESTOPPEL/WAIVER

No waiver of any provisions of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such waiver shall only be applicable to the specific instance in which it relates and shall not be deemed to be a continuing waiver.

The failure of the CITY to enforce any term or condition of this Agreement shall not constitute a waiver or estoppel of any subsequent violation of this Agreement.

XXVII. AUDIT REQUIREMENTS.

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

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

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

XXVIII. DEFAULT

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

XXIX. BUDGET APPROPRIATIONS

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

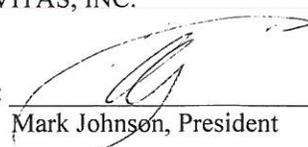
IN WITNESS WHEREOF, the CITY has caused these presents to be executed in its name by its Mayor, and attested and its official Seal to be hereunto affixed by its City Clerk, and the CONSULTANT has hereunto set its hand and Seal in TRIPLICATE, the day and year first written above.

ATTEST:

By: 

Todd Mead (SEAL)
Corporate Secretary

CIVITAS, INC.

By: 

Mark Johnson, President

ATTEST:

City Clerk/Deputy City Clerk (SEAL)

CITY OF TAMPA

By: _____
Bob Buckhorn, Mayor

APPROVED AS TO LEGAL SUFFICIENCY

Justin R. Vaske, Assistant City Attorney

The execution of this document was authorized by
Resolution No. 2013-____

EXHIBIT A

October 22, 2013

James Jackson, City Architect
Kevin Henika, Project Manager
Contract Administration Department
City of Tampa
306 E. Jackson Street, 4N
Tampa, Florida 33602

CIVITAS

> Urban Designers
> Planners
> Landscape Architects

Re: **Scope of Work, Revision 5:** Professional Landscape Architectural Services for
JB Lane Riverfront Park
CVT# 2-13- 0014

Dear James,

Thank you for the opportunity to submit this scope of work for the JB Lane Riverfront Park. We are excited about the transformative potential for the park to create a world-class public space for the people of Tampa and the downtown waterfront. The park site is highly visible from downtown and will be an active destination for people to ride and stroll along the waterfront. The park will offer a variety of experiences that are true to the unique character of Tampa. Our entire design team is looking forward to working with you and your team.

I have revised the attached scope and fees based upon our discussions and a total project budget of \$10 million, with \$8 million for initial construction. This proposal is for the first stage of the design process, and will evolve the park design through 50% Design Development. Our project approach organizes the work into six distinct phases to clearly articulate each step of the process; Pre-Design, Data Collection and Analysis, Options/Vision Plan, Concept Design, Schematic Design, and 50% Design Development. This proposal is revised to include the Options/Vision Plan phase, during which the Core Design Team will work closely with Tampa Staff and Leadership in two work sessions to develop a series of park design options outlining the City aspirations for the Park and then to assess the options in order to create an imaginative and exciting Vision Plan describing the full potential of the park. We have included two additional trips during the Options/Vision phase for these work sessions and one additional trip during the Concept Design phase to present the final concept to the public.

The role of each team member is described in the following general scope of work. As requested, the proposal has been modified to include Phase 1 Environmental process, integrated into the scope of work of the geotechnical consultant. As requested, The Leytham Group has been included as a member of the team to enhance the seamless integration of the communication effort for the Park with the ongoing Invision Tampa outreach process. The specific scope of work, deliverables, and meetings associated with each phase are described in further detail in the Scope of Work by Phase section of the proposal.

Please review the attached Scope of Work. If more clarification is needed, I would be happy to speak with you to review the document in detail and refine as necessary. If the content is acceptable, please attach this document to your standard agreement form. Thank you for this opportunity. Please give me a call should you have any questions or comments.

Sincerely,



Todd Mead
Principal/Project Director

1200 Bannock Street
Denver, Colorado 80204
Tel 303 571.0053
Fax 303 825.0438
www.civitasinc.com

**SCOPE OF WORK: PROFESSIONAL LANDSCAPE ARCHITECTURE SERVICES FOR
TAMPA RIVERFRONT PARK**
CVT# 2-13-0014



PROJECT INFORMATION

Owner-Client:

CITY OF TAMPA
Contract Administration Department
City of Tampa
306 E. Jackson Street, 4N
Tampa, Florida 33602
970.221.6775
James Jackson, City Architect
james.jackson@tampagov.net
813.274.8556
Kevin Henika, Project Manager
813.274.5678
kevin.henika@tampagov.net

Prime Consultant and Landscape Architect:

CIVITAS, INC.
1200 Bannock Street
Denver, CO 80204
Mark Johnson, Principal in Charge
mjohnson@civitasinc.com
Todd Mead, Project Director, Primary Contact
tmead@civitasinc.com
Robin Rooney, Project Manager
rrooney@civitasinc.com

Subconsultant(s) to Civitas:

W Architecture and Landscape Architecture, LLC
Stantec
Moffatt & Nichol
Fehr & Peers
VoltAir Consulting Engineers
KVJINC
Arehna Engineering, Inc.
Construction Consultants & Associates
The Leytham Group

SITE INFORMATION

Jurisdiction: City of Tampa
Total Site Area: About 28 acres defined by the Hillsborough River, North Boulevard, I-275 and West Cypress Street and bisected by Laurel Street connecting to the Laurel Street Bridge.
Total Project Budget including design fees and City of Tampa contingency (TBD): \$10 million
Total Project Budget: \$10 million
Anticipated Initial Construction Budget: \$8 million

GENERAL APPROACH and SCOPE OF WORK

CIVITAS will be the prime consultant and landscape architect, collaborating closely with W Architecture and Landscape Architecture (W) and Stantec. Together Civitas, W, and Stantec form the Core Design team, and will lead the analysis, conceptualization, design, and illustration of the project design. Supporting design team members will be integrated into the process as needed and as the design develops.

The scope of work of this proposal is organized as a six-phase process as follows:

1. Pre-Design
2. Data Collection and Analysis
3. Options/Vision Plan
4. Concept Design
5. Schematic Design
6. 50% Design Development

The specific intent, activities, meetings, and deliverables for each phase are further detailed in the following Scope of Work by Phase section of this proposal.

Civitas anticipates being in Tampa about once per month. These trips will typically be three day/two nights to accommodate meetings with City Leadership, staff and agencies, the design team, stakeholders, and the community. All meetings will be organized around these trips so that we are efficient and effective in our communication and management of the project budget. The travel schedule can be coordinated as needed with City Leadership schedules and other events as appropriate.

TEAM ROLES

CIVITAS will lead and coordinate the team, communication, design, and documentation process for the Park. Civitas will lead community meetings with the support of the team and outreach consultants. Civitas will design and document the park programming, overall organization, hardscape and landscape, grading, site lighting concepts, detailing of park elements, and coordinate and issue all drawing packages. Civitas will lead the site grading concept and work closely with Stantec to coordinate site storm drainage requirements. Civitas will prepare illustrative drawings of the Park Vision Plan, Concept Design, and Schematic Design.

W ARCHITECTURE AND LANDSCAPE ARCHITECTURE (W) will collaborate with Civitas in the overall park design, participating in the full design process, team work sessions, and public meetings. W will lead the programming and design of proposed park architecture, assessment of the boathouse and other existing buildings, their potential renovation, and the design of park playground related elements. Park architecture will be developed in coordination with the overall park character, materials and design vocabulary. W will research code requirements for architecture. During the Options phase, multiple park structures will likely be proposed and studied. Assessment of the Vision Plan by the Core Design Team and the City team will determine the components of the park architecture to develop further, however as a framework, W has prepared a design fee for Schematic Design and 50% Design Development that assumes no more than one park building with a construction cost maximum of \$1 million.

STANTEC will provide site civil engineering, structural engineering, wayfinding, and landscape architecture support. Stantec will participate in the full design process, team work sessions, and public meetings. Stantec will design, document, and coordinate drainage, utilities, vehicular access and street improvements, vehicular site grading and

layout, structural design for park architecture and site elements, planting and irrigation design. Stantec will lead coordination with appropriate agencies within the City of Tampa regarding water and wastewater services, franchise utilities for power and communication services, will prepare the project Drainage Plan and Report, and coordinate pre-application meetings for preliminary SWFWMD and Commercial Site Plan review. Stantec will lead a subconsultant to provide an Archaeological Report for the project.

MOFFATT & NICHOL will provide marine engineering services for the project. Moffatt & Nichol will collaborate with the design team to assess existing shoreline conditions, evaluate boating infrastructure and waterborne transportation conditions, identify navigation considerations, study program options that involve the river, and park design concepts that impact the bulkhead, river access, boating infrastructure, and river activities. Depending on the extent of shoreline or water-based program options, Moffatt & Nichol will assist the team in preparing a local regulatory permit application and supporting technical information as required. Detail design of bulkhead modifications, fixed docks, and other such improvements to the river edge are not anticipated in this scope and fee but can be accomplished for additional services if determined to be within the construction budget during the design process.

KVJINC will support Civitas and the team in all aspects of outreach and communication with the community. KVJINC develop a project outreach plan, participate in the project kick-off meeting, appropriate agency meetings, and in all public meetings with the community. KVJINC will supplement contact lists as needed, generate content for social media outreach, and lead event management. In this process KVJINC will identify meeting locations, advertise public meetings, support the core team in the meetings, and document the outcome.

THE LEYTHAM GROUP (TLG) manages communication for Invision Tampa. TLG will support the team through the Invision Tampa database and social network, and provide programming support to link with the Invision outreach system.

FEHR & PEERS will provide conceptual multimodal transportation planning for the project. They will gather and assess existing data regarding parking utilization, traffic counts, crash history, pedestrian and bike counts, as well as available relevant traffic studies. Fehr & Peers will develop concept options for multimodal access to the park (including parking) and transportation facilities within the park. The options will be based on client direction, park program needs, stakeholder input, impacts to adjacent streets and connections, and an understanding of ongoing transportation improvement proposals in the study area. Fehr & Peers will study plans regarding potential LRT along I-275, changes to I-275 widening and interchange, Laurel Street bridge, and North Boulevard, as well as multimodal transportation connections between the neighborhoods and downtown. Fehr & Peers will collaborate with Stantec to refine concept thinking regarding transportation into the park design.

VOLTAIR will provide mechanical, electrical, plumbing, and lighting design for the park facilities. VoltAir will collaborate with the core design team to provide lighting design and documentation for the park and for architectural elements, including paths, parking and roads within the park, as well as electrical design and engineering for lighting, special event power, and minor electrical uses. Illuminance criteria will be developed using generally accepted standards, applicable local codes, and input from City staff. VoltAir will review appropriate codes and provide mechanical and plumbing design for park facilities at the schematic and 50% design development level.

AREHNA ENGINEERING will provide geotechnical engineering services for the park site to evaluate pertinent geotechnical and groundwater conditions. Arehna will prepare geotechnical recommendations for foundations, design soil parameters for use in retaining wall design, pavements, and site preparation recommendations. Field-testing services include soil test borings, pavement coring, and infiltration testing. Ten borings are included in the base scope of work. Testing during construction is not included in this scope of work. Arehna will lead a subconsultant in the preparation of a Phase 1 Environmental Report for the project.

CC&A will provide construction cost estimating throughout the process. The design team will work closely with CC&A to identify key elements and areas to ensure accurate opinions of probable cost that will become more refined and detailed as the design develops. We anticipate early confirmation of the proposed budget, conceptual estimates for each design option, Vision Plan, and Concept Design. The estimate will be updated and issued with design progress at Schematic Design and 50% Design Development.

SCOPE OF WORK BY PHASE

I. PRE-DESIGN:

PROJECT KICKOFF | WORK PLAN and SCHEDULE

Civitas will review this scope of work and discuss the detailed Work Plan and Schedule with the City staff and the Project Manager. The work plan will describe a master schedule for the design process, outlining tasks, deliverables, and schedule for team meetings, progress meetings, agency meetings, and tentative public and City Council meeting dates. The work plan will also outline participation of design team members so that their involvement is focused, efficient, and effective at the appropriate intervals in the process. Following the kick-off meeting, Civitas will refine the Work Plan and Schedule as needed, and prepare and to execute subcontracts with the design team integrating any revisions to sub-consultants scope and fees.

PRELIMINARY BASE MAPPING

The team will begin to collect all available and pertinent information including studies, draft survey information, environmental reports, storm water and flood conditions, easements, and utility mapping. This information will be assessed to identify key elements necessary for the design of the park. A preliminary base map will be prepared from the available information to organize contextual information. If the final survey information is complete at this time, it may serve as the finalized base map.

PRE-DESIGN KICK-OFF MEETING

Once the refined work plan is complete and base map is prepared the design team will meet with City staff to conduct a Pre-Design Kick-Off meeting. The purpose of the meeting is for the team and staff to get to know each other and confirm communication protocols. Attendance will include key design team members, and City staff representing agencies who will review and contribute to the project, including planning and design, park maintenance, storm water, transportation, public works, etc. Our intent is to clearly understand City goals for the park, its role in the city and park system, and potential programmatic activities and elements, character and potential precedents to which the park should aspire to. We will also identify stakeholders, neighborhood groups and contacts, their potential concerns, identify any early agency coordination meetings that should take place immediately. We may begin the meeting with a site walk and discuss issues pertinent to the park such as riverfront issues, storm water and flood control, utilities, transportation, connections to the neighborhood, and others to be identified. We will discuss the outreach approach, with the intent to establish an open process in which

the design team and City team understand the goals and issues and appropriate paths of communication.

In coordination with the Pre-Design Kick-Off Meeting, the design leaders anticipate meeting with the Mayor and other City Leadership to discuss their vision for the park, waterfront, and the West River area.

OUTREACH PLANNING

Civitas and KVJINC will work with the Project Manager and City staff to establish a clear outreach plan and process. Civitas, KVJINC, and The Leytham Group will meet to establish an approach to integrate the outreach plan into the Invision Tampa social media engagement process. The plan will identify stakeholders, neighborhood groups, and others to involve in the process, and will define the purpose and desired outcome for each public meeting. The plan will establish a menu of traditional and social media engagement options to disseminate information to the public, and identify materials, methods, and potential venues. Outreach tasks and responsibilities will be assigned as appropriate.

PRE-DESIGN PHASE:

Anticipated Civitas Travel:

One trip, three people.

Meetings:

Project Kickoff

Pre-Design Workshop and Site Walk

City of Tampa Leadership Presentation | Pre-Design

Biweekly web-Based Progress Meeting (1)

Initial Agency Coordination Meetings

Deliverables (digital and (1) full-size print):

Work Plan

Schedule

Outreach Plan

Preliminary Base Map

II. DATA COLLECTION AND ANALYSIS:

Civitas will lead and coordinate study of the physical and technical aspects of the site, its history, and the social and cultural aspects of the neighborhood. Design team members will investigate and report on technical concerns specific to their disciplines as appropriate.

DIAGRAMATIC SITE ANALYSIS

We will prepare an analytical framework that will outline site qualities such as neighborhood context, history, views, orientation, connections, access, vegetation, drainage and storm water, bulkhead and river channel conditions, existing boating infrastructure, existing utilities, parking, transportation, future development plans and land uses, and establish a baseline of physical opportunities and constraints. Civitas will gather precedent imagery from other parks and places that may be inspirational and appropriate to the Park.

OPPORTUNITIES and CONSTRAINTS ANALYSIS

Through the analysis of existing physical and cultural conditions we will develop an initial understanding of the opportunities inherent in the site and neighborhood, potential obstacles and conflicts. We will investigate existing building plans to assess potential

renovation and will research building code requirements. The team will assemble these observations to frame discussions with the community in Public Meeting One.

PRELIMINARY GEOTECHNICAL INVESTIGATION

Arehna Engineering will initiate a preliminary geotechnical investigation to determine if existing geotechnical information is available, and prepare a general description of pertinent geotechnical and groundwater issues based upon existing studies and their knowledge of local conditions. Arehna will work with the project team to select the general location of soil borings across the site based on preliminary understanding of the potential site organization. In addition, groundwater levels will be recorded and observed during drilling operations.

PRELIMINARY PROGRAMMING

Building on the Project Kick-Off Meeting, the team will define a baseline program for transforming the park into an exciting community asset. The program will be considered in the context of the proposed plans within the adjacent neighborhood, programs of other parks in the system, nearby schools, and address elements that are and are not desired in this park. The community is evolving and the program must address current and future needs and desires. The team will assemble precedent images and ideas as a topic for discussion with the community.

PUBLIC MEETING ONE | OPPORTUNITY

Once we have a solid understanding of the park site, of City goals for the park, and an inspiring sense of what the park can become, we will conduct our first public meeting with the community. The goals will be to share initial thoughts about the opportunities, to gather ideas from the community as to their desires for activities and elements to be included in the park, and to listen to their thoughts about impact and benefits of the park to the neighborhoods. We anticipate that the meeting will involve a combination of presentation and interactive engagement with neighbors with maps, photos and precedent images.

DATA COLLECTION and ANALYSIS PHASE:

Anticipated Civitas Travel:

Two trips, three people.

Meetings:

- Biweekly Web-Based Progress Meeting (1)
- Monthly Progress Meeting in Tampa (1)
- City Leadership Meetings as needed
- Agency Coordination Meetings
- Public Meeting One

Deliverables (digital and (1) full-size print of presentation and base map if needed):

- Site Analysis Diagrams
- Opportunities and Constraints Assessment
- Preliminary Program Ideas
- Data Collection Presentation
- Final Base Map
- Preliminary Soils/Geotechnical Information

III. OPTIONS/VISION PLAN:

The Options/Vision Plan phase is a focused effort primarily involving the Core Design Team and City team to generate ideas that fully explore the park and its potential, and we

anticipate exploring ideas beyond the initial construction budget. Progress will be organized around two key engagements with City Leadership and team. First, we will develop a range of park design Options, and then we will work with the City to select the best elements of each option as a basis to synthesize an overall Vision Plan for the park.

DESIGN OPTIONS PREPARATION

Core Design Team will work collaboratively to explore a range of creative park designs. We will begin by debating a series of draft Design Principles that will outline critical guiding ideas for the park. We will explore alternative approaches to program distribution to test fit and activity adjacencies. The team will prepare up to three (3) sketch level design options that delineate potential spatial and program organizations, park character and form, landform, existing and proposed park architecture, river edge conditions, and lighting concepts. Each option will be tested against the design principles and explore ideas and elements beyond the initial construction budget, although these elements may ultimately be considered as potential future phases of implementation. Plan drawings, sections, sketch perspectives, and exemplary precedent imagery will be prepared to clearly articulate the qualities of each option. Goals, benefits and challenges of each option will be outlined. Each option will be supported by conceptual opinion of probable costs.

The Core Design Team will present the Options to City Leadership in an interactive work session that will identify the best elements of each option and the critical design ideas that all agree are essential to the Park. The outcome of the work session will be a clear and prioritized set of program, organization, form, and character preferences reflecting City and Design Team ideas. The team will then refine the Options for presentation to the community in Public Meeting Two.

PUBLIC MEETING TWO | OPTIONS

We will present the Options to the community in a public forum to provide people an active opportunity to be involved in the design process. Sketch level illustrative plans, renderings site sections, and precedent images will be prepared for presentation to the community in Public Meeting Two. The meeting will be the first opportunity for the community to be involved with the formal design of the Park and to comment on the included program and park elements. The meeting will be engaging and give the community opportunity to comment and express their ideas and concerns. The intended outcome is a clear set of priorities to develop as a park plan that is exciting and on budget. Following the meeting the Options may be posted on the City website for further public comment.

VISION PLANNING

Following review of the outcome of Public Meeting Two with the City, we will integrate City and community comments and synthesize these elements as the basis for the Park Vision Plan. The Vision Plan will be a comprehensive and inspired design for the park. It will integrate City Leadership comments with the essential park components and program elements of the Options into a holistic and aspirational park design. The Vision Plan will be described through a series of loose, sketch level illustrative plans, renderings and site sections to articulate the character and organization of the park.

The Vision Plan is intended guide City Leadership. The Core Design Team will present the Vision Plan to City Leadership in a second interactive work session to critically assess the design elements and to identify the essential components of the Park. The Vision Plan will be supported by a conceptual cost estimate. Together we will work through a process of careful prioritization and editing toward a Concept Design for the Park that meets the initial

construction budget, and may potentially include additional elements to be implemented in future phases.

Anticipated Civitas Travel:

Three trips, three people.

Meetings:

Biweekly Web-Based Progress Meetings (2)
Monthly Progress Meetings in Tampa (2)
City of Tampa Leadership Work Session | Options
City of Tampa Leadership Work Session | Vision Plan

Deliverables (digital and (1) full size print of presentations and renderings):

Sketch Design Options (up to three)
Sketch Design Options Opinions of Probable Costs
Sketch Design Options Presentation to City Leadership
Vision Plan Opinion of Probable Costs
Vision Plan Rendering and Other Graphics
Vision Plan Presentation to City Leadership

IV. CONCEPT DESIGN:

Based upon the outcome of the Vision Plan Work Session, we will prepare a Concept Design for the Park. The Concept Design may include elements from the Vision Plan that create an exciting overall Park development, together with recommendations for initial implementation that is achievable within the established construction budget. The Concept Design will include an Opinion of Probable costs for the initial and the overall Park development.

We will develop drawings and sketch level renderings for a preliminary Concept Design presentation to the community, then refine it to integrate public comments and present again in final form before moving forward.

PUBLIC MEETING THREE | FINAL CONCEPT DESIGN

At the Public Meeting Three we will present the refined Final Concept Design integrating community and City comments. The intent is to demonstrate that we have listened and responded to the community. The meeting will be active and engaging involving people in the design process and to confirm decisions regarding Park priorities.

Anticipated Civitas Travel:

Two trips, three people.

Meetings:

Biweekly Web-Based Progress Web Meetings (2)
Monthly Progress Meetings in Tampa (2)
City Team Review Meetings | Preliminary Concept Design, Final Concept Design
Public Meetings Two and Three
City of Tampa Leadership Presentation | Final Concept Design

Deliverables: (digital and ten hard copies as needed)

Preliminary Concept Design
Preliminary Concept Design Opinion of Probable Costs
Preliminary Concept Design Options Presentation for Public Meeting

Final Concept Design Package
 Final Concept Design Opinion of Probable Costs
 Final Concept Design Plan Rendering and Other Graphics
 Final Concept Design Presentations for Public Meeting and City of Tampa Leadership

V. SCHEMATIC DESIGN:

Once authorized by the City, the design team will move into Schematic Design of the Park. The Final Concept Design will be the basis on which the team will prepare Schematic Design.

Civitas and W will conduct a joint work session at the beginning of the process to refine concept design ideas, and to incorporate City and community comments. Following the work session the full team will work together to develop schematic level plans and details for the project.

SCHEMATIC DESIGN DOCUMENTATION

Civitas will lead and coordinate preparation of Schematic Design. As needed, Civitas and various team members will meet with City agencies to coordinate progress and address issues. Stantec will refine the Drainage Plan and Report and Archaeological Survey for the project. Arehna will conduct soil borings in the park site to develop parameters that will assist in the design and construction of foundation systems, floor slabs, pavements, and other building and site development elements and finalize a geotechnical report. Arehna will also coordinate the preparation of the Phase 1 Environmental Report by a sub-consultant. CC&A will prepare a Schematic Design Opinion of Probable Cost.

The document set will likely include schematic level drawings for:

- Site Civil Utility and Storm Drainage Concept Plans
- Site Layout Plans
- Site Grading Plans
- Site Sections and Details
- Park Architecture Sketch Plans and Details
- Site Lighting Concept and Fixture Selection
- Site Planting Plans
- Materials Images
- Refined Site Plan Rendering

PUBLIC MEETING FOUR | SCHEMATIC DESIGN

We will present Schematic Design to update the community on progress, focusing on the refinement of the design, materials, character, and responses to community comments.

Following the successful outcome of Public Meeting Four and approval by the City, the design team will move into Design Development of the Park. The Schematic Design will be the basis on which the team will prepare 50% Design Development.

Anticipated Civitas Travel:

Two trips, three people.

Meetings:

- Biweekly Web-Based Progress Meeting (1)
- Monthly Progress Meetings in Tampa (1)
- Agency Coordination Meetings
- SWFWMD Pre-Application Meeting

Pre-Application Meeting for Commercial Site Plan Review
Public Meeting Four
City of Tampa Leadership Presentation | Schematic Design

Deliverables: (digital and ten hard copies as needed)

Schematic Design Package
Request for Water and Wastewater Commitments to City of Tampa
Archaeological Survey
Phase 1 Environmental Report
Schematic Design Opinion of Probable Costs
Schematic Design Plan Rendering and Other Graphics
Schematic Design Presentations for Public Meeting and City of Tampa Leadership

VI. 50% DESIGN DEVELOPMENT:

The design team will initiate 50% Design Development following approval of Schematic Design by the City of Tampa. The phase will begin with Civitas and W conducting a joint work session to refine design ideas and to incorporate City and community comments on the Schematic Design. Following the work session supporting engineers will be engaged to develop mechanical, plumbing, electrical, and structural concepts. The full team will work together to develop 50% design development level plans, details and specifications for the project.

50% DESIGN DEVELOPMENT DOCUMENTATION

Civitas will coordinate the preparation of the 50% Design Development package. As needed, Civitas and various team members will meet with City agencies to coordinate progress and address issues.

The document set will likely include 50% Design Development drawings and specifications for:

- Cover Sheets
- Civil Layout, Utility, Grading, and Storm Drainage Plans and Details
- Site Layout Plans and Enlargement Plans
- Site Elevations, Sections and Details
- Site Playground Plans and Details
- Park Architecture Plans and Details
- Site Planting Plans and Details
- Preliminary Park Architecture Structural Details
- Preliminary Park Architecture Mechanical/Plumbing Plans and Details
- Preliminary Park Architecture Electrical Plans and Details
- Preliminary Site Mechanical/Plumbing Plans and Details
- Preliminary Site Lighting and Electrical Plans, Details, and Fixture Schedule
- Preliminary Site Irrigation Plans and Details
- Outline Specifications

PRELIMINARY DRAINAGE PLAN AND REPORT PREPARATION

Stantec will prepare the preliminary drainage plan and report required for the project. This will include the design of water quality facilities, storm drain pipes, channels, and outfall designs. Stantec will prepare the calculations necessary to show that the site is not required to provide storm water detention.

Anticipated Civitas Travel:
Two trips, three people.

Meetings:
Web-Based Progress Meetings (2)
Monthly Progress Meeting in Tampa (1)
Agency Coordination Meetings
City of Tampa Leadership Presentation | 50% Design Development

Deliverables: (digital and ten hard copies as needed):
Design Development Package
Final Design Presentation
Final Soils/Geotechnical Report
Drainage Plan and Report
Design Development Opinion of Probable Costs
Three (3) Refined Renderings of Park (mounted on ½” foamcore)

PRELIMINARY SCHEDULE (to be confirmed with The City of Tampa)

We will prepare a detailed schedule of each Phase based upon the Work Plan for review with City staff in the Pre-Design kick-off meeting. At that time we will coordinate with pre-existing meeting schedules, potential dates for public meetings, agency review periods, holidays, and other refinements. The schedule allows for two week City review periods at the end of Schematic Design and 50% Design Development. We anticipate that work in each phase to be accomplished generally within the following time frames:

Pre-Design:	6 weeks
Data Collection and Analysis:	6 weeks
Options/Vision Plan:	9 weeks
Concept Design	6 weeks
Schematic Design:	8 weeks
50% Design Development:	8 weeks

EXHIBIT B



TOTAL TEAM FEE BY PHASE

The following outlines the fees for the entire team during the course of the work based upon the preliminary schedule and the assumptions listed below.

PHASE	TOTAL
Pre-Design	\$42,030
Data Collection and Analysis	\$65,180
Options/Vision Plan	\$162,605
Concept Design	\$112,665
Schematic Design	\$101,520
50% Design Development	\$129,745
PROJECT TEAM LABOR TOTAL	\$613,745
Travel Expenses Civitas, W Architecture, Fehr & Peers	\$53,400
General Reimbursable Expenses Team	\$21,500
Printing Expenses	\$6,200
Public Event Expenses	\$6,000
MindMixer	N/C
Archaeological Survey	\$1,500
Geotechnical Field Work/Soil Borings	\$3,500
Phase 1 Environmental Report	\$2,555
PROJECT TOTAL	\$708,400

ASSUMPTIONS

The project scope of work is based upon the following assumed conditions:

- All meetings in Tampa will be coordinated. The project schedule will organize Public Meetings, City of Tampa Leadership meetings, Team Work Sessions, and Agency meetings each trip.
- Civitas project travel estimate assumes a maximum of twelve (12) trips to Tampa typically involving the project principal, project director and project manager.
- W Architecture travel estimate assumes a maximum of six (6) trips to Tampa typically involving the principal.
- All trips to Tampa are assumed to be two nights and three days. Travel costs include flights, lodging, car rental and per diem.
- Site surveys will be prepared by others and provided to the design team.
- The extent of park architecture is unknown at this time. This fee assumes a maximum construction cost of \$1 million, however it is understood that adjustment of the fee commensurate to building cost will be negotiated at the appropriate time.
- Geotechnical calculations assume site development is limited to small restroom structures, boathouse/community center, pavilions, recreational facilities, and

- associated pavements. A maximum of 10 borings are included.
- Moffatt & Nichol fee includes concept design of new floating pier or rearrangement of existing rowing docks, but no bulkhead modification or fixed docks are anticipated. However, it is understood that adjustment of the commensurate with a budget increase to accommodate bulkhead revisions will be negotiated at the appropriate time.
 - Printing of drawing and specifications as noted in Exhibit A, based up on 24" x 36" sheet size. Assumes ten (10) hard copies of Concept Design, and ten (10) each for Schematic Design and 50% Design Development. Digital (pdf and autocadd) will be provided as well.
 - Progress meetings will be a combination of online/conference call meetings and group meetings in Tampa.
 - The project schedule outlines Civitas leading and participation in meetings as noted. Anticipating up to nine (9) online progress meetings, eight (8) progress meetings in Tampa, four (4) Tampa Leadership presentations, and four (4) public meetings. Civitas will be available to meet with City Leadership and others whenever the team is working in Tampa.
 - Community outreach fees are generally included in the estimated reimbursable expenses. This includes expenses to cover meeting site rental, AV equipment if needed, food and refreshments, printing for programs and agendas, public announcement fees, signs announcing public meetings, installation and pick-up of announcement signs, earned media preparation, and printed reports of public meetings.
 - No monthly charge for use of the MindMixer platform associated with Invision Tampa and the West River MP process, per communication with The Leytham Group.
 - Major base changes after Schematic Design will require additional services.

EXCLUSIONS

Potential work products that are not included in this design team scope but can be incorporated through negotiation for additional fee at the appropriate time.:

- 100% Design Development, Construction Documents and Construction Review.
- Detail design of water feature(s).
- Park structures beyond those noted in the above scope.
- Design of reconfiguration of existing bulkhead or dredging of channel.
- Floodplain modeling, floodplain use permits.
- Geotechnical testing during construction.
- Off-site street or utility improvements.
- Design of a skate park if determined to be a desired park component.
- Presentation models and professional renderings beyond those described above.
- As-built or record drawings.

TEAM CONTACTS AND BILLING RATES

Prime Consultant and Landscape Architect:

CIVITAS

1200 Bannock Street
 Denver, CO 80204
 303.571.0053

Mark Johnson, Principal in Charge
mjohnson@civitasinc.com

Todd Mead, Principal/Project Director
tmead@civitasinc.com

Robin Rooney, Project Leader
rrooney@civitasinc.com

Senior Principal	\$275.00/hr
Principal	\$225.00/hr
Project Leader	\$110.00/hr
Designer II	\$80.00/hr
Designer I	\$70.00/hr

Park Architecture and Design Collaborator:

W ARCHITECTURE & LANDSCAPE ARCH.

311 West 43rd Street
 13th Floor
 New York, NY 100366
 212.981.3933

Barbara Wilks, Principal
bwilks@w-architecture.com

Principal	\$255.00/hr
Project Architect	\$120.00/hr
Project Landscape Architect	\$95.00/hr

Civil and Structural Engineering, Wayfinding, Planting Design Collaborator:

STANTEC

2205 North 20th Street
 Tampa, FL
 813.223.9500

Hamid Sahebkar, Project Manager
hamid.sahebkar@stantec.com

Lea D. Del Tosto, Landscape Architect
lea.deltosto@stantec.com

Senior Civil	\$187.00/hr
Senior Landscape Architect	\$157.00/hr
Civil/Structural Engineer	\$143.00/hr
Senior Designer	\$108.00/hr
Designer	\$91.00/hr

Marine Engineering:

MOFFATT & NICHOL

1509 W. Swann Avenue, Suite 225
 Tampa, FL 33606
 813.258.8818

Mark Pirrello
mpirrello@moffattnichol.com

Project Manager	\$185.00/hr
Senior Structural Engineer	\$165.00/hr
Coastal Engineer	\$135.00/hr
Designer	\$105.00/hr

Transportation Planning:

FEHR & PEERS

621 17th Street, #2301
 Denver, Colorado 80293
 720.539.7235

Gideon Berger
g.berger@fehrrandpeers.com

Principal	\$200.00/hr
Senior Planner	\$140.00/hr
Senior Engineer	\$160.00/hr
Planner/Engineer	\$105.00/hr

Public Outreach:

KVJINC

5013 Cluster Avenue
 Tampa, FL 33617

Principal	\$150.00/hr
Leader	\$125.00/hr
Intern 2	\$100.00/hr

813.987.9083
Kim Jackson
kvjinc@yahoo.com

Administration

\$50.00/hr



Lighting Design, Mechanical, Electrical and Plumbing Engineering:

VOLTAIR

220 West 7th Avenue, Suite 210
Tampa, FL 33602
888.891.9713
Julius Davis
Kay Jefferson
kay.jefferson@voltageengineers.com

Principal \$175.00/hr
Senior Electrical Engineer \$150.00/hr
Senior Mechanical Engineer \$150.00/hr
Electrical Engineer \$125.00/hr
Mechanical Engineer \$125.00/hr

Geotechnical Engineering:

Arehna Engineering.
5012 W. Lemon Street
Tampa, FL 33609
813.944.3464
Jessica McRory
jmcrory@arehna.com

Geotechnical Engineer \$125.00/hr

Cost Consulting:

CC&A Construction Consultants & Associates
PO Box 2086
Riverview, FL 33568
813.610.4232
Robert Knaupp
ccaoftampa@aol.com

Cost Estimator \$125.00/hr

Civitas reserves the right to amend billing rates should the work of this contract continue past January 1 of the year following execution of this agreement.

FORM OF CONTRACT

Labor for services described in this proposal will be provided under a phased fixed-fee agreement, with reimbursable expenses above and beyond the labor fee.

REIMBURSABLE EXPENSES

Normal reimbursable expenses include printing, delivery services, travel, and photo reproduction. Expenses will be billed at cost plus 10%. Printing multiple copies of approval and bid documents beyond those listed above is not included.

ADDITIONAL SERVICES

When the Client requests activities and/or work products that are above and beyond the Scope of Work in this proposal, an Additional Services request will be made by Civitas. This request must be approved by the Client prior to beginning the additional work. Based on the needs of the Client and Civitas, the additional service may be considered an additional billing group, or may be included in the overall amended contract amount.

BILLING

Civitas will invoice the Client monthly. All invoices are due upon receipt.

TERMS AND CONDITIONS

- A. **STANDARD OF CARE:** The services provided by Civitas pursuant to this Agreement shall be performed with that degree of care and skill normally exercised by design professionals of similar experience working under the same or similar conditions in the same locale. No other warranty is intended or made.
- B. **NONDISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, Civitas agrees that in its employment decisions (including but not limited to hiring, firing, promotion, demotion, compensation and other terms and conditions of employment), it will not engage in unlawful discrimination on the basis of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability. This provision does not create rights in any third party.
- C. **INVOICING:** Invoicing will occur on a monthly basis. All payments are due at the time of invoicing.
- D. **REIMBURSABLES:** Reimbursable expenses include but are not limited to out of pocket expenses such as progress and presentation printing, telephone, mileage costs, travel, delivery services and photo reproduction. Expenses will be billed at cost plus 10%.
- E. **CHANGE IN SCOPE OF SERVICES:** In the event of a change in the scope of services, Civitas shall be entitled to additional compensation as mutually agreed by Civitas and the Client in writing, or absent agreement, in accordance with Civitas' then current hourly rate schedule.
- F. **OWNERSHIP OF DRAWINGS:** Original drawings and other documents are Instruments of Service and are the property of Civitas whether the project for which they are made is completed or not. The client and Civitas both retain rights for the reproduction and publication.
- G. **CREDIT FOR WORK:** Appropriate credit shall be given to Civitas in any publicity releases, awards submissions, publications, and on-site signs which identify other professionals and/or contractors working on this Project.
- H. **CONSTRUCTION-PHASE SERVICES:** In the event that Civitas performs construction observation or other construction-phase services for the Project, Civitas shall not be responsible for the means, methods, techniques, and sequences of the contractor, and shall not be responsible for job site safety programs or conditions, as those matters are the sole responsibility of the contractor. Civitas shall not be responsible for errors or omissions of the contractors and suppliers, nor for deviations from the contract documents as prepared by Civitas.



ADDITIONAL REMARKS SCHEDULE

AGENCY Van Gilder Insurance Corp.		NAMED INSURED Civitas, Inc. 1200 Bannock St. Denver CO 80204	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

the General Liability, Automobile Liability and Employers Liability.
Included as Additional Insured and Waiver of Subrogation in favor of: City of Tampa



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00) - 01**

POLICY NUMBER:

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS
COMPLETED A WRITTEN AGREEMENT TO PROVIDE THIS WAIVER.**

DATE OF ISSUE:

ST ASSIGN:



September 1st, 2010

Re: Enclosed Certificates

Starting on 01 September 2010, the "Certificate of Liability Insurance" national template issued by ACORD changed. The certificate contains new cancellation notice language. Van Gilder, nor any other insurance agency, is no longer allowed to amend the certificate template.

However, we understand how important notice of certain items is to you. Therefore, we are committed to providing the following:

Should any of the policies identified on the enclosed certificates be cancelled or non-renewed, Van Gilder will endeavor to provide 30 days notice to you or that amount of notice coinciding with the notice Van Gilder receives from the insurance company. In the event of non-payment of premium, Van Gilder will endeavor to provide 10 days notice.

Please note that failure to provide notice does not impose an obligation or liability on the insurance company, or its agents, or representatives.

Please do not hesitate to contact us with any questions or concerns.

Van Gilder Insurance Corp.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <ul style="list-style-type: none"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS E. TRAILERS – INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE – GLASS J. PERSONAL EFFECTS K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
|---|--|

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:



COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of SECTION II – LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of SECTION II – LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of SECTION I – COVERED AUTOS:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:

(a) \$50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.2., Limit Of Insurance, of SECTION III – PHYSICAL DAMAGE COVERAGE is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Effects Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to **DEFINITIONS (Section V)**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 4. (**Other Insurance**), is amended as follows:

1.

The following is added to Paragraph a. Primary Insurance :

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph (2) of Paragraph **b. Excess Insurance** regarding any other primary insurance available to you is deleted.
3. The following is added to Paragraph **b. Excess Insurance**, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

COMMERCIAL GENERAL LIABILITY

However, this exclusion does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture:

- a. That is not shown as a Named Insured in the Common Policy Declarations, and
 - b. In which you are a member or partner where each and every one of your co-ventures in that joint venture is an architectural, engineering, or surveying firm.
2. This Provision **P.** does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.
 3. The insurance provided by this Provision **P.** shall be excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available covering your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Common Policy Declarations and which is issued to such partnership or joint venture.

Q. PER PROJECT GENERAL AGGREGATE LIMIT

1. Paragraph **2.** of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

The General Aggregate Limit is the most we will pay for the sum of:

 - a. Damages under Coverage **B**; and
 - b. Damages from "occurrences" under Coverage **A** and for all medical expenses caused by accidents under Coverage **C** which cannot be attributed only to operations at a single "project".
2. The following is added to **LIMITS OF INSURANCE (Section III)**:

A separate Per Project General Aggregate Limit applies to each "project" for all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A** and for all medical expenses caused by accidents under Coverage **C** which can be attributed only to operations at a single "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations for this Coverage Part.

Any payments made under Coverage **A** for damages and under Coverage **C** for medical expenses shall reduce the Per Project General Aggregate Limit for that "project", but shall not reduce:

- a. Any other Per Project General Aggregate Limit for any other "project";
- b. The General Aggregate Limit; or
- c. The Products-Completed Operations Aggregate Limit.

The limits shown in the Declarations for this Coverage Part for Each Occurrence, Damage To Premises Rented To You and Medical Expense are also subject to the Per Project General Aggregate Limit when the Per Project General Aggregate Limit applies.

3. As used in the Provision **Q.**:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

R. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph **2. Duties In The Event of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

CITY OF TAMPA INSURANCE REQUIREMENTS

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

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

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

The following coverages are required:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**Page 1 of 4 DMI – Solicited/Utilized
City of Tampa –DMI -Schedule of All Sub-(Contractors/Consultants/Suppliers) Solicited
(FORM MBD-10)**

Contract No.: 13-D-00026 Contract Name: Todd Mead
 Contractor Name: Civitas, Inc. Address: 1200 Bannock St, Denver, CO 80204
 Federal ID: _____ Phone: 303-571-0053 Fax: 303- 825-0438 Email: tmead@civitasinc.com

No Firms were contacted/solicited for this contract.

No Firms were contacted because: _____

See attached documents with supplemental information.

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

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

S = SLBE W=WMBE	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 or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Resp. Rec'd Y/N
Federal ID					
n/a	Civitas, Inc 1200 Bannock Street Denver, CO 80204	M CM	906		
84-0939567					
n/a	W Architecture and Landscape Architecture 311 West 43 rd Street 13 th Floor New York, NY 100366	F CF	906	E	
13-4084323					
n/a	Stantec 2205 North 20 th Street Tampa, FL 33605	Publically Traded	925	E	Y
11-2167170					
n/a	Moffat & Nichol 1509 W. Swann Avenue, Suite 225 Tampa, FL 33606	M	925	E	Y
95-1951343					
n/a	Fehr & Peers 621 17 th Street, #2301 Denver, CO 80293	CM and CF	925	E	Y
68-0065540					
S W	KVJINC 5013 Cluster Avenue Tampa, FL 33617	AF	912	E	Y
01-0977013					
S W	VoltAir 220 West 7 th Avenue, Suite 210 Tampa, FL 33602	BM	925	E	Y
20 4452969					
S W	Arehna Engineering 5012 W. Lemon Street Tampa, FL 33609	CF	925	E	Y
26-3947444					
n/a	Construction Consultants and Associates PO Box 2086 Riverview, FL 33568	CM	912	E	Y
59-3087645					
n/a	The Leytham Group 518 N. Tampa Street Suite 310 Tampa, FL 33602	CF	912	E	Y
55-0812982					

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

Signed:  Name/Title: Todd Mead, Secretary Date: October 24, 2013
MBD 10 rev. 02/01/13 **Note: Detailed Instructions for completing this form are on the next page**

Page 2 of 4DMI – Solicited/Utilized

Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) Solicited Form (Form MBD-10)

This form must be submitted with all bids or proposals. All subcontractors (regardless of ownership or size) solicited and subcontractors from whom unsolicited quotations were received must be included on this form. The instructions that follow correspond to the headings on the form required to be completed. Note: Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts when Goal has been established.

- **Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business.
- **Address.** The physical address of your business.
- **Federal ID.FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Firms were contacted/solicited for this contract.** Checking the box indicates that a pre-determined Subcontract Goal was not set by the City resulting in your business not using subcontractors and will self-perform all work. If during the performance of the contract you employ subcontractors, the City must pre-approve subcontractors. Use of the “Sub-(Contractors/Consultants/Suppliers) Payments” form must be submitted with your invoices. Note: Certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors.
- **No Firms were contacted because.** Provide brief explanation why no firms were contacted/solicited.
- **See attached documents.** Check box, if after you have completed the DMI Form in its entirety, you are providing any additional documentation relating to the form. All DMI data not submitted on the MBD Form-10 must be in the same format and have all requested data from MBD Form-10 included.

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

- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as Women/Minority Business Enterprise.
- **Federal ID.FIN.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials** Indicate the trade, service, or material provided by the subcontractor. NIGP codes are listed at top section of document.
- **Contact Method L=letter, F=fax, E=Email, P=Phone.** Indicate with letter the method of soliciting for bid.
- **Quote or Resp. (response) Rec’d (received) Y/N.** Indicate “Y” Yes if you received a quotation or if you received a response to your solicitation. Indicate “N” No if you received no response to your solicitation from the subcontractor.

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



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

Contract No.: 13-D-00026 Contract Name: Todd Mead

Contractor Name: Civitas Inc Address: 1200 Bannock St, Denver CO 80204

Federal ID: 84-0939567 Phone: 303-571-0053 Fax: 303-825-0438 Email: tmead@civitasinc.com

[] See attached documents.

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

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

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

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

S = SLBE W=WMBE	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 Scope/Contract %
Federal ID					
n/a	Civitas, Inc 1200 Bannock Street Denver, CO 80204	CM	906		44.5%
84-0939567					
n/a	W Architecture and Landscape Architecture 311 West 43 rd Street 13 th Floor New York, NY 100366	CF	906		21%
13-4084323					
n/a	Stantec 2205 North 20 th Street Tampa, FL 33605	Publically Traded	925		14%
11-2167170					
n/a	Moffat & Nichol 1509 W. Swann Avenue, Suite 225 Tampa, FL 33606	M	925		5%
95-1951343					
n/a	Fehr & Peers 621 17 th Street, #2301 Denver, CO 80293	CF 14.6% CM 81.57% AM 3.83%	925		4.5%
68-0065540					
S W	KVJINC 5013 Cluster Avenue Tampa, FL 33617	AF	912		3.4%
01-0977013					
S W	VoltAir 220 West 7 th Avenue, Suite 210 Tampa, FL 33602	BM	925		3.5%
20 4452969					
S W	Arehna Engineering 5012 W. Lemon Street Tampa, FL 33609	CF	925		0.6%
26-3947444					
n/a	Construction Consultants and Associates PO Box 2086 Riverview, FL 33568	CM	912		1.5%
59-3087645					
n/a	The Leytham Group 518 N. Tampa Street Suite 310 Tampa, FL 33602	CF	912		1.5%
55-0812982					

Total Subcontract/Supplier Utilization \$ 340,360

Total SLBE Utilization \$ 46,100

Total WMBE Utilization \$ 46,100

Percent SLBE Utilization of Total Bid/Proposal Amt. 7.5% Percent WMBE Utilization of Total Bid/Proposal Amt. 7.5%

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

Signed:  Name/Title: Todd Mead Secretary Date: October 24, 2013
MBD 20 rev. 02/01/13 **Note: Detailed Instructions for completing this form are on the next page.**

Page 4 of 4DMI – Solicited/Utilized
Instructions for completing **The Sub-(Contractors/Consultants/ Suppliers) to be Utilized Form**
(Form MBD-20)

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

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

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

- **Federal ID.FIN.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as Women/Minority Business Enterprise.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials (NIGP code if Known)** Indicate the trade, service, or material provided by the subcontractor. NIGP codes are available at <http://www.tampagov.net/mbd>.
- **Amount of Quote, Letters of Intent** (required for both SLBEs and WMBEs)
- **Percent of Work/Contract.** Indicate the percent of the total contract price the subcontract(s) represent.
- **Total Subcontract/Supplier Utilization.** – Provide total dollar amount of all subcontractors/suppliers projected to be used for the contract. (Dollar amounts may not apply to CCNA proposals.)
- **Total SLBE Utilization.** Provide total dollar amount for all projected SLBE subcontractors/Suppliers used for this contract. (Dollar amounts may not apply to CCNA proposals.)
- **Total WMBE Utilization.** Provide total dollar amount for all projected WMBE subcontractors/Suppliers used for this contract. (Dollar amounts may not apply to CCNA proposals.)
- **Percent SLBE Utilization.** Total amount allocated to SLBEs divided by the total bid amount. (Dollar amounts may not apply to CCNA proposals.)
- **Percent WMBE Utilization.** Total amount allocated to WMBEs divided by the total bid/proposal amount. (Dollar amounts may not apply to CCNA proposals.)
- If any additional information is required or you have any questions, you may call the Minority Business Development Office at (813) 274-5522.

DMI – Payments - Page 1 of 2



City of Tampa – DMI Sub-(Contractors/Consultants/Suppliers) Payments (FORM MBD-30)

Partial Final

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

Contractor Name: _____ Address: _____

Federal ID: _____ Phone: _____ Fax: _____ Email: _____

GC Pay Period: _____ Payment Request/Invoice Number: _____ City Department: _____

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

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

Type	Company Name Address Phone & Fax	Total Sub Contract Or PO Amount	Amount Paid To Date	Amount To Be Paid For This Period
Trade/Work Activity <input type="checkbox"/> Sub <input type="checkbox"/> Supplier Federal ID			Amount Pending Previously Reported	Sub Pay Period Ending Date
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

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

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

Signed: _____ Name/Title: _____ Date: _____



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

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

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

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

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

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

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