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RESOLUTION NO. 2017-566

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$355,180 BETWEEN THE CITY OF TAMPA AND GARNEY COMPANIES, INC. IN CONNECTION WITH CONTRACT NO. 16-C-00026; SAN CARLOS PUMPING STATION REHABILITATION DESIGN-BUILD; AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE.

WHEREAS, via the competitive selection process in accordance with Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act and consistent with Federal procurement policies, the City of Tampa (City) selected Garney Companies, Inc. (Firm) to provide professional services in connection with Contract 16-C-00026; San Carlos Pumping Station Rehabilitation Design-Build, (Project) as detailed in the Agreement for Design-Build Initial Services (Agreement); and

WHEREAS, the City desires to enter into an agreement with the Firm to provide certain professional 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 Design-Build Initial Services between the City of Tampa and Garney Companies, Inc. in connection with Contract 16-C-00026; San Carlos Pumping Station Rehabilitation Design-Build as detailed in said Agreement, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in substantially similar form.

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

Section 3. This will provide \$355,180 for the San Carlos Pumping Station initial phase of the design build agreement for the use by the Wastewater Department from the Wastewater Capital Construction Fund.

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

PASSED AND ADOPTED by the City Council of the City of Tampa, Florida, on JUL 13 2017.



Chairman/Chairman Pro-Tem, City Council

ATTEST:



City Clerk/Deputy City Clerk

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

4/2017-18

AGREEMENT FOR DESIGN-BUILD INITIAL SERVICES

THIS AGREEMENT, made and entered into at Tampa, Florida, this _____ day of _____, 201__, by and between the City of Tampa, a municipal corporation of the State of Florida, hereinafter referred to as "City", and the following entity authorized to do business in the State of Florida: Garney Companies, Inc., a Missouri corporation, hereinafter referred to as "Firm", with an FIEN of 44-0658613.

WITNESSETH:

WHEREAS, the City desires to engage the Firm to perform certain services pertinent to such work which shall be referred to as Contract 16-C-00026; San Carlos Pumping Station Rehabilitation Design-Build "Project" in accordance with this Agreement; and

WHEREAS, the Firm desires to provide such services in accordance with this Agreement.

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

I. GENERAL SCOPE OF THIS AGREEMENT

A. The relationship of the Firm to the City shall be that of an independent professional Design-Builder for the Project; and the Firm shall provide the pre-Design-Build services required under this Agreement in accordance with acceptable architectural/engineering/construction practices and ethical standards.

B. Any additional services to be provided by the Firm shall be set out in detail by subsequent Agreement.

C. The Guaranteed Maximum Price proposal to be prepared and provided by the Firm in accordance with this Agreement shall be used as a basis for negotiating the future Agreement for Construction Services. A Construction Fee not to exceed seven percent (7%) shall be used in the calculation of the Total Project Cost.

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

II. DATA AND SERVICES TO BE PROVIDED BY THE City

The City shall provide:

A. Available plans and specifications of existing construction.

B. Ground topography.

III. PERIOD OF SERVICE

A. The Firm shall begin work promptly after receipt of a fully executed copy of the Agreement. All work shall be completed within twelve months after issuance of the Notice to Proceed.

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

IV. GENERAL CONSIDERATIONS

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

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

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

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

V. COMPENSATION

The City shall compensate the Firm for the pre-Design-Build services performed under this Agreement in the amount of \$355,180 in accordance with **Exhibit B**.

VI. PAYMENT

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

VII. RECORDS

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

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

VIII. PERSONNEL

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

IX. SUSPENSION, CANCELLATION OR ABANDONMENT

Suspension, cancellation or abandonment of this Agreement shall be necessitated if any of the following occur: disclosure of City confidential information, procedures or activities; failure of the Firm to aggressively,

adequately, timely and appropriately perform the services required by this Agreement to the satisfaction of the City, or other similar cause.

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

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

X. TERMINATION

A. Termination for Cause.

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

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

B. Termination for Convenience.

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

specifications and other documents and plans that result from the Firm's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the City.

XI. INSURANCE

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

XII. INTERESTS OF MEMBERS OF THE CITY

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

XIII. INTEREST OF THE FIRM

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

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

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

XIV. COMPLIANCE WITH LAWS

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

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

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

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

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

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

XV. ASSIGNABILITY

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

XVI. EQUAL EMPLOYMENT

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

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

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

XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM

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

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

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

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

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

XVIII. CODE OF ETHICS

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

XIX. NEGATION OF AGENT OR EMPLOYEE STATUS

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

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

XX. SEVERABILITY

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

XXI. CHOICE OF LAW

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

XXII. DESIGNATION OF FORUM

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

XXIII. AUTHORIZATION

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

XXIV. ENTIRE AGREEMENT

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

XXV. INDEMNIFICATION

Indemnity. "To the fullest extent permitted by law, Firm shall indemnify and hold harmless City from liabilities, damages, losses and costs, including reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Firm and persons employed or utilized by Firm in its performance hereunder." The Firm shall not be required to defend, indemnify or hold harmless the City for any acts, omissions, or negligence of the City, the City's employees, agents, or separate contractors.

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, the Firm expends more than \$750,000.00 in federal funds in an operating year from this and other federal grants, the Firm shall, at its own cost and expense, cause to be carried out an independent audit. The audit shall be completed and a copy furnished to the City, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period, unless a longer period is agreed to in advance by the City. For purposes of this Agreement, an operating and/or audit year is the equivalent to the Firm's fiscal year. The determination of when Grant Funds are expended is based on when the activity related to the expenditure occurs.

The audit shall be conducted in compliance with the Office of Management and Budget: Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 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, the Firm shall be held liable for reimbursement to the City of all funds not expended in accordance with these applicable regulations and Agreement provisions within thirty (30) calendar days after the City has notified the Firm of such non-compliance. Said reimbursement shall not preclude the City from taking any other action as provided herein.

If expenditure does not exceed \$750,000.00 during an operating year, the Firm shall provide the City with its annual financial statement within ninety (90) days of the end of its operating year. Said financial statement shall be prepared by an actively licensed certified public accountant.

State Single Audit: Each nonstate entity shall comply with all applicable requirements of section 215.97, F.S., and Audit Requirements. A State single audit is required if a nonstate entity expends \$500,000 or more of State financial assistance in any fiscal year of such nonstate entity in accordance with the requirements of the Florida Single Audit Act.

XXVIII. DEFAULT

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

XXIX. BUDGET APPROPRIATIONS

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

XXX. SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, prohibits agencies or local governmental entities from contracting with companies for goods or services of \$1,000,000 or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, (effective October 1, 2016), or is engaged in a boycott of Israel (effective October 1, 2016), or is engaged in business operations in Cuba or Syria. A company that is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, (effective October 1, 2016) or is engaged in a boycott of Israel (effective October 1, 2016) or is engaged in business operations in Cuba or Syria is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1,000,000 or more. FIRM certifies that it is not in violation of Section 287.135, Florida Statutes. For contracts \$1,000,000 and greater, if the City determines the FIRM submitted a false certification under Section 287.135(5) of the Florida Statutes, or has been placed on the Scrutinized Companies Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, (effective October 1, 2016), or is engaged in a boycott of Israel (effective October 1, 2016), or been engaged in business operations in Cuba or Syria, the City shall either terminate this Agreement after it has given the FIRM notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

XXXI. PUBLIC RECORDS

A. Exempt Plans. FIRM pursuant to this Agreement (and as part of the solicitation process that resulted in award of this Agreement) may hold, come into possession of, and/or generate certain building plans, blueprints, schematic drawings, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, facility, or other structure owned or operated by the City or an agency (singularly or collectively "Exempt Plans"), which pursuant to Section 119.071(3), Florida Statutes, are exempt from Section 119.07(1), Florida Statutes and Section 24(a), Art. I of the Florida State Constitution. FIRM certifies it has read and is familiar the exemptions and obligations of Section 119.071(3), Florida Statutes; further that FIRM is and shall remain in compliance with same, including without limitation maintaining the exempt status of such Exempt Plans, for so long as any Exempt Plans are held by or otherwise in its possession. This section shall survive the expiration of earlier termination of this Agreement.

B. Data Collection. Pursuant to Section 119.071(5)(a)2a, Florida Statutes, social security numbers shall only be collected from FIRM by the CITY should such number be needed for identification, verification, and/or tax reporting purposes. To the extent FIRM collects an individual's social security number in the course of acting on behalf of the CITY pursuant to the terms and conditions this Agreement, FIRM shall follow the requirements of Florida's Public Records Law.

C. Access. The City of Tampa is a public agency subject to Chapter 119, Florida Statutes. In accordance with Florida Statutes, 119.0701, FIRM agrees to comply with Florida's Public Records Law, including the following:

1. FIRM shall keep and maintain public records required by the CITY to perform the services under this Agreement;
2. Upon request by the CITY, provide the CITY with copies of the requested records, having redacted records in total on in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the CITY) on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that records, in part or in total, that are exempt or that are confidential and exempt from disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion (or earlier termination) of the Agreement if FIRM does not transfer the records to the CITY;
4. Upon completion (or earlier termination) of the Agreement, FIRM shall within 30 days after such event either transfer to the CITY, at no cost, all public records in possession of the FIRM or keep and maintain the

public records in compliance with Chapter 119, Florida Statutes. If FIRM transfers all public records to the CITY upon completion (or earlier termination) of the Agreement, FIRM shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon completion (or earlier termination) of the Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the agency.

The failure of FIRM to comply with Chapter 119, Florida Statutes, and/or the provisions set forth in this Article shall be grounds for immediate unilateral termination of the Agreement by the CITY; the CITY shall also have the option to withhold compensation due FIRM until records are received as provided herein.

IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FIRM’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-274-8598, JIM.GREINER@TAMPAGOV.NET, AND CONTRACT ADMINISTRATION DEPARTMENT, TAMPA MUNICIPAL OFFICE BUILDING, 4TH FLOOR, 306 E. JACKSON ST. TAMPA, FLORIDA 33602.

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

GARNEY COMPANIES, INC.

CITY OF TAMPA, FLORIDA

By: _____
Timothy M. Behler, Vice President
Authorized Officer or Individual

By: _____
Bob Buckhorn, Mayor (SEAL)

ATTEST:

By: _____
Shirley Foxx-Knowles, City Clerk

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

Rachel S. Peterkin, Assistant City Attorney

EXHIBIT A

SCOPE OF SERVICES

16-C-00026

City of Tampa

San Carlos Pumping Station Rehabilitation Design-Build

PROJECT DESCRIPTION

The San Carlos Pump Station (SCPS) is owned and operated by the City of Tampa (City) Wastewater Department and is located at 4406 San Carlos Street. It was placed into service in 1981. Several of the station's components are original and have reached the end of their useful life. The station currently uses three pumps. Pump 1 is driven by a two speed induction motor rated 1000/1500 horsepower (hp), with an eddy current clutch for speed control. Pump 3 is driven by a single speed synchronous motor rated 1500 hp, with an eddy current clutch for speed control. The motors for Pump 1 and Pump 3 are medium voltage— 4160 Volts. Pump 2 is a variable speed pump rated at 13,400 gallons per minute (gpm) (250 hp). This pump motor is rated 480 Volts and is controlled by a variable frequency drive. The station discharges through a 48-inch force main that connects directly to the Howard F. Curren Advanced Wastewater Treatment Plant (HFC AWTP).

The City desires to rehabilitate the station including demolition, replacement of all pumps, motors, pump discharge valves, electrical and control components, flow meters, and other equipment needed to restore the station's reliability and improve operations. The services shall also include the installation of new equipment to:

- Improve and possibly automate removal and handling of wet well screenings to prevent clogging and wear on pumping equipment
- Improve odor control,
- Provide back-up power to maintain continuous station operation in case of power loss.

Building additions and other improvements will also be needed to accommodate and provide a suitable environment for selected equipment and to improve the appearance of the building.

The initial phase is the evaluation of potential alternatives for final design, which will be documented in a basis of design report (BODR). At the completion of the BODR, this initial phase may be amended to provide for development of final design documents and a guaranteed maximum price.

The BODR will evaluate the following:

- Pump selection, operation, and control strategy for optimal efficiency. This includes hydraulic modeling for the SCPS including coordination with surge analysis being performed by others
- Pumping capacity redundancy
- Coarse screen pump protection options
- Options for odor control
- Options for stand-by emergency back-up power
- Piping repair/replacement needs
- Structural modification requirements
- Electrical and Heating Ventilation and Air Conditioning (HVAC) improvements
- Instrumentation improvements
- Architectural and landscaping improvements options
- Required permits
- Maintenance of operations during construction plan including methods to minimize impact to neighborhood during construction activities
- Preliminary cost estimates for various alternatives
- Estimated construction schedule for alternatives implementation
- Preliminary site plan with piping layout needed to eliminate prestressed concrete force main with class IV wire

PROJECT OBJECTIVES

The City has selected a progressive design-build approach to the rehabilitation of the SCPS. Project goals include:

- Efficient pumping throughout the entire flow range with firm capacity at peak flow.
 - Peak Flow – 55 Million Gallons a Day (MGD)
 - Average Flow – 12-14 MGD
 - Minimum Flow – 5 MGD
- Restore system reliability.
- Reduce impacts of the pump station on neighborhood.

PROJECT TASKS

Task 100 – Project Initiation

Garney Companies, Inc. (FIRM) will complete the following subtasks:

Kick-off Meeting: The CITY will arrange a meeting to review the goals and scope of the project, review the schedule and identify critical path issues, and establish project communications and protocols to follow. The FIRM will prepare and distribute an agenda as well as notes of this meeting to all attendees.

Data Collection/Review: The City will provide the following information as needed for use in subsequent project tasks:

- Record drawings of discharge force main and SCPS

- Pump curves for the 6 pump stations connected to the force main between SCPS and the HFCAWTP
- Record drawings of the same 6 pump stations
- Remote terminal unit (RTU) and control panel wiring diagram
- Available historical data for SCPS (flows, pressures, run times, odor control chemical dosing, etc. for past 2 years)
- Available information related to odor control complaints possibly resulting from SCPS or discharge force main
- Odor testing information and recent repairs to wet well
- Any operations or maintenance insight into volume and type of screenings and frequency of pump clogging issues related to debris
- Any other available information that may be available on SCPS such as a previous structural evaluation, etc.

The FIRM will review the data and summarize the data as necessary for the evaluation. Any additional data needs will also be identified.

Task 200 – Pump Station Analysis

The FIRM will complete the following subtasks:

Hydraulic and Pumping Analysis: FIRM will conduct a hydraulic analysis using WaterGEMS hydraulic analysis software to determine the pump stations pumping capacity with various pump selections for all influent flow conditions. This work will utilize data collected from the CITY and historical pumping conditions as available. Hydraulic restrictions and limitations will be identified and improvements recommended where appropriate and feasible. The FIRM will utilize the peak flow, average daily flow, and anticipated minimum flow to recommend the capacity and provide alternatives for the number of pumps to be included and the operating sequences. Pumps will be based on dry pit pumps and at least two pump make and models will be identified to include in a competitive bid. Alternatives may also include the use of submersible pumps with the construction of an auxiliary wet well. The number of pumps will include firm capacity with the largest pump taken out of service.

A workshop will be held with CITY to discuss pumping and control options prior to the completion of the draft BODR. The options will include preliminary cost estimates for comparison. The final BODR will incorporate the decisions made in the workshop.

Coarse Screening: The FIRM will assess the need for coarse screening ahead of the new pumps. The assessment will be based on operational history with the existing pump stations with regards to the amount and size of likely oversized solids that may enter the facility. If deemed necessary, the FIRM will provide alternatives for the appropriate screening technology to meet the CITY's goals, including capture rate, target characteristics of captured materials, and means to convey and dispose of captured materials. FIRM will size, select, and identify at least three make and models of equipment to include in the design documents and will include a preliminary layout of equipment for one selected model. FIRM will identify nearby sites that CITY staff can visit to

examine specific equipment of particular interest that are in operation and accompany CITY on up to three such visits.

A workshop will be held with CITY to discuss screenings options and recommendations prior to the completion of the draft BODR. Workshops are not necessarily independent of each other and can be combined depending on the time expected to discuss each topic. Workshops will be limited to no more than 2 hours each.

Odor Control Strategy Selection: The FIRM will review previous CITY performed odor analyses to qualify and quantify expected odor emissions associated with the raw sewage into the facility. FIRM will use this data to select an odor control strategy to minimize odorous emissions from the pump station. It is anticipated that a life cycle cost analysis can be developed for up to five strategies based on previously collected data from the CITY.

Power Distribution and Backup: The FIRM will conduct an electrical evaluation of the SCPS's primary and backup power electrical feed systems specifically with regards to power company feed, standby power, electrical distribution, and short circuit/ coordination study for the proposed improvements. The SCPS has dual power feeds from the local power company and no current standby power generator sets. Proposed drives, motors, and distribution raceways and duct banks will be coordinated with CITY preferences for variable frequency drives, motor protection features, and construction materials. A list of required motor horsepower, types of drives, and recommended conduit/cablings requirements will be provided for each of the recommended improvements. FIRM will develop proposed one-line diagrams to depict power distribution to the new and modified equipment. The electrical evaluation will include a preliminary short circuit/coordination study to the extent necessary for proper selection of the switchgear and Motor Control Center (MCC(s)). The final short circuit/coordination study will be performed after the proposed equipment is in place, and actual equipment data and installation parameters are available. The switchgear will be provided with electronic control facilities to reduce the incident arc-flash energy available during routine maintenance procedures to tolerable levels. A remote circuit breaker control panel shall be included to provide circuit breaker operation from a safe distance from the switchgear during regular operations.

Control System Improvements: FIRM will provide recommendations to be included in the design to incorporate the facility improvements into the new control system, select the proposed analytical and process control instruments associated with the improvements, upgrade the RTU system to match on-going work efforts being completed by the CITY, and develop the proposed control strategies for the new and improved process systems.

Structural and Architectural Improvements: FIRM will propose options for; building addition(s), structural improvements and architectural and landscape for aesthetic improvements of the pump station building and site. The proposed options will incorporate recommended building additions and include two renderings that show proposed building features that best improves the overall look of the pump station building and compliments the surrounding neighborhood. Building code and zoning requirements will be reviewed and summarized prior to subsequent design and construction project phases. A meeting will be held with the CITY to select the proposed architectural improvements, building addition, structural, and landscape options for

implementation. The meeting will include discussion of specific structural requirements, and operation and maintenance issues, along with order of magnitude costs associated with the architectural options. The final option will be selected based on review of the various requirements, cost, and the feasibility of implementation.

A workshop will be held with CITY to discuss building addition(s), architectural, and landscape aesthetic improvements options and make selection from among recommendations prior to the completion of the draft BODR.

Permitting Requirements Identification: The FIRM will review all permitting requirements with the local permitting agencies and summarize the findings in the BODR. The FIRM will attend meetings with the Florida Department of Environmental Protection (FDEP) and the local building department, along with CITY staff, if required.

Public Outreach Program: The FIRM will develop a detailed public information and involvement plan to address public and neighboring communities concerns for the upcoming construction project. Attached is a detailed scope for initial phase to be completed by the FIRM's subconsultant. A meeting will be held with the CITY to discuss the detailed scope and to refine as needed to meet the CITY's needs and desires for the project.

Survey / SUE Work: The FIRM will provide surveying services that will follow City of Tampa survey and computer aided design and drafting (CADD) standards such as latest standard survey layer, line types, and symbology.

The FIRM will provide Subsurface Utility Engineering (SUE) services to collect underground utility locations within the project areas. These services will include conventional electronic designating and test holes. The survey will then collect found utility information.

Geotechnical Work: The FIRM will coordinate with the project team to ensure that adequate geotechnical data is collected for the proposed design and construction. We anticipate that the field exploration will consist of two 25 feet deep Standard Penetration Test borings within the footprint of the building expansion to provide information for foundation design, as well as two 20 feet deep borings for a stormwater management area. Seasonal high groundwater levels will be determined and infiltration testing will be performed to support drainage design. Findings will be presented in a geotechnical report, signed and sealed by a professional engineer, specializing in geotechnical engineering.

Asbestos/lead survey: The FIRM will provide services to sample and test materials scheduled to be demolished to test for hazardous materials such as asbestos and lead paint in order to establish the minimum requirements for disposal of materials.

Appropriate personnel will be provided such as project management, Licensed Asbestos Consultant (LAC), Environmental Protection Agency (EPA) certified Lead Paint (LP) inspector, and clerical support to conduct the work, which shall include:

- Survey the concrete, piping, and equipment of the SCPS scheduled to be demolished;
- Conduct a thorough asbestos National Emissions Standards for Hazardous Air Pollutants (NESHAP) inspection of all suspect materials within the affected areas of the structures;

- Document the existing condition and potential for future damage in accordance with Asbestos Hazard Emergency Response Act (AHERA);
- Document the location and quantity of each homogenous area within the building;
- Collect photographic documentation of each homogenous area tested;
- Prepare floor diagrams indication the location of each sample collected;
- Perform an LP inspection following the housing and urban development (HUD) protocol using x-ray fluorescence (XRF) analyzer and confirm the data with paint chip sampling as needed;
- Prepare a comprehensive report with the findings of the asbestos and lead containing paint inspection.

Task 300 – Basis of Design Report

The FIRM will complete the following subtasks:

Basis of Design Report: FIRM will produce a BODR summarizing the findings of Tasks 200. The report will provide a complete description of the proposed improvements including a budgetary cost estimate, listing of proposed new equipment (with design criteria, capacities, make, model, quantities, and key features), listing of existing equipment and structures to be removed, preliminary equipment layout drawings, along with a general narrative of the design, including proposed maintenance of operations plan. FIRM will furnish one electronic pdf copy of the draft report.

BODR Review Meeting and Final Report: FIRM will attend a BODR review meeting with CITY staff to review the submitted draft report. CITY will assist FIRM in scheduling the review meeting to be held within ten (10) calendar days after submittal of the report. The FIRM will provide a PowerPoint presentation of the draft BODR components during the meeting and will receive comments at the review meeting and document the comments and the resolution to those comments in the meeting notes produced by the FIRM prior to finalizing the report. Following the review meeting, the FIRM will furnish three hard copies and one electronic pdf copy of the final BODR.

The below is a schedule of major deliverables for the initial phase:

<u>Deliverable</u>	<u>Calendar Days from NTP</u>
Hydraulic and Pumping Analysis Workshop	90
Coarse Screening Workshop	120
Structural Screening Workshop	120
Draft BODR	180
Final BODR	210
Public Outreach Meeting	220

Exhibit B – Fee Summary
San Carlos Pumping Station Rehabilitation Design- Build
Contract 16-C-20

For performing the services identified within Exhibit A, a lump sum fee of \$355,180.00 has been established for the work described. Invoices will be submitted monthly based on progress with the tasks described in the Scope of Services and summarized below.

Task 100	Project Initiation	\$23,147.00
Task 200	Pump Station Analysis	\$233,985.00
Task 300	Basis of Design Report	\$98,048.00



City of Tampa
San Carlos Pumping Station Rehabilitation Design-Build
Initial Phase Services

Task ID	A. Scope of Services	Project Management					Estimating			Field			Other	Labor Hours	GC Cost	Total Cost
		PIC	Precon Coord	Sr. PM	PM	PE	Chief Estimator	Sr. Estimator	Estimator(s)	Super	Field Engr	Field Crew	HAZEN & SUBS			
	Hourly rate	\$250.00	\$125.00	\$115.00	\$90.00	\$55.00	\$110.00	\$80.00	\$59.00	\$105.00	\$55.00	\$170.00				
100	Task 1 - Project Initiation															
101	Kick-off Meeting	4	4		4		4					3,695	16	\$ 2,300	\$ 5,995	
102	Data Collection / Review		4		4							13,685	8	\$ 860	\$ 14,545	
	Subtotal - Project Initiation	4	8	-	8	-	4	-	-	-	-	17,380	24	\$ 3,160	\$ 20,540	
200	Task 2 - Pump Station Analysis															
201	Hydraulic and Pumping Analysis		4		4							24,020	8	\$ 860	\$ 24,880	
202	Coarse Screening		4		4							15,570	8	\$ 860	\$ 16,430	
203	Odor Control Strategy Selection		8		8							7,760	16	\$ 1,720	\$ 9,480	
204	Power Distribution and Backup		4									25,986	4	\$ 500	\$ 26,486	
205	Control System Improvements		4									10,880	4	\$ 500	\$ 11,380	
206	Structural and Architectural Improvements		8		8							23,465	16	\$ 1,720	\$ 25,185	
207	Permitting Requirements Identification		8									4,560	8	\$ 1,000	\$ 5,560	
208	Public Outreach Program		4		4							28,595	8	\$ 860	\$ 29,455	
209	Survey / SUE Work				8				32		32	20,030	72	\$ 9,520	\$ 29,550	
210	Geotechnical Work				4							8,850	4	\$ 360	\$ 9,210	
211	Asbestos / Lead Survey				4							4,410	4	\$ 360	\$ 4,770	
212	Alternative Cost Comparison						16	24	200			-	240	\$ 15,480	\$ 15,480	
	Subtotal - Pump Station Analysis	-	44	-	44	-	16	24	200	32	-	174,126	392	\$ 33,740	\$ 207,866	
300	Task 3 - Basis of Design Report															
301	Basis of Design Report	16	40		80							43,425	136	\$ 16,200	\$ 59,625	
302	BODR Review Meeting and Final Report	4	8		8		4	8				13,295	32	\$ 3,800	\$ 17,095	
303	Budgetary Cost Estimate		8		8		24	32	100			-	172	\$ 12,820	\$ 12,820	
	Subtotal - Basis of Design Report	20	56	-	96	-	28	40	100	-	-	56,720	340	\$ 32,820	\$ 89,540	
Task Total		24	108	-	148	-	48	64	300	32	-	248,226	756	\$ 69,720	\$ 317,946	

B. Expenses

- Bonds & Insurance
- Vehicles, fuel, mileage
- Cell phones
- Computers/software
- Office / Document Expense
- Mark-Up on Hazen & Subcontractors

Cost	
NOT INCL	
INC	
INC	
INC	
INC	
\$ 37,234	

Section B. Total **\$ 37,234**

Section A. Total **\$ 317,946**

Total Cost \$ 355,180



Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive

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

Contract No.: _____ Contract Name: San Carlos Pumping Station Rehabilitation Design-Build
 Company Name: Garney Construction Address: 370 E. Crown Point Road Winter Garden, FL 34787
 Federal ID: 440658613 Phone: 407-877-5903 Fax: _____ Email: acorn@garney.com

Check applicable box(es). Detailed Instructions for completing this form are on page 2 of 4.

No Firms were contacted or solicited for this contract.

No Firms were contacted because: _____

See attached list of additional Firms solicited and all supplemental information (List must comply to this form)

Note: Form MBD-10 must list ALL subcontractors solicited including Non-minority/small businesses

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

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic 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 Response Received Y/N
Federal ID					
O	Hazen and Sawyer 10002 Princess Palm Ave., Tampa, FL 33619 813-630-4498, 813-630-1967, kevans@hazenandsawyer.com	Various	925	E, P	Y
13-2904652					
W	OMNI Communications, LLC 8509 Benjamin Rd., Suite E, Tampa, FL 33634 P: (813) 852-1888 F: (866) 485-3356 jstafford@omni-communications.com	CF	925	L, E, P	Y
02-0572109					
O	Gresham Smith & Partners 302 Knights Run Ave., Tampa, FL 33602 813-251-6838, jody_barksdale@gspnet.com	CM	925	E, P	Y
62-0794126					
W	OHC Environmental Engineering Inc. 101 S. Hoover Blvd, Suite 101, Tampa, Florida 33609 813-626-8156, 813-435-2389, JRizk@ohcnet.com	BF, BM	925	E	Y
59-2314222					
W	Electrical Design Associates, Inc. 3001 N Rocky Point Drive E., Suite 200, Tampa, FL 33607 Ph. 813-367-3536 Fax: 561-819-5557 wnelson@goeda.com	HF	925	E	Y
65-0868970					
W	AREHNA Engineering, Inc. 5012 W Lemon St., Tampa, FL 33609 813-944-3464, 813-944-4959, jmcrory@arehna.com	CF	925	E	Y
26-3947444					
S, W	Dialogue Public Relations, LLC 1850 Castle Woods Dr, Clearwater, FL 33759 727-580-9013; mrobinson@dialogue-pr.com	CF	91503 91573 91826	E	Y
20-4556628					

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.

Signed: _____ Name/Title: _____ Date: _____

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive
Forms must be included with Bid / Proposal



Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive

Page 3 of 4 – DMI Solicited/Utilized Schedules
City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers)
(FORM MBD-20)

Contract No.: _____ Contract Name: San Carlos Pumping Station Rehabilitation Design-Build
 Company Name: Garney Construction Address: 370 E. Crown Point Road Winter Garden, FL 34787
 Federal ID: 440658613 Phone: 407-877-5903 Fax: _____ Email: acorn@garney.com

Check applicable box(es). Detailed Instructions for completing this form are on page 4 of 4.

See attached list of additional Firms Utilized and all supplemental information (List must comply to this form)

Note: Form MBD-20 must list ALL subcontractors To-Be-Utilized including Non-minority/small businesses

No Subcontracting/consulting (of any kind) will be performed on this contract.

No Firms are listed to be utilized because: _____

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

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

S = SLBE W=WMBE O =Neither	Company Name Address Phone, Fax, Email	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 (LOI) if available	Percent of Scope or Contract %
O	Hazen and Sawyer 10002 Princess Palm Ave., Tampa, FL 33619 13-2904652 813-630-4498, 813-630-1967, kevans@hazenandsawyer.com	Various	925	\$113,400	32%
W	OMNI Communications, LLC 8509 Benjamin Rd., Suite E, Tampa, FL 33634 02-0572109 P: (813) 852-1888 F: (866) 485-3356 Jstafford@omni-communications.com	CF	925	\$18,250	5%
O	Gresham Smith & Partners 302 Knights Run Ave., Tampa, FL 33602 62-0794126 813-251-6838, jody_barksdale@gspnet.com	CM	925	\$35,225	10%
W	OHC Environmental Engineering Inc. 101 S. Hoover Blvd, Suite 101, Tampa, Florida 33609 59-2314222 813-626-8156, 813-435-2389, JRizk@ohcnet.com	BF, BM	925	\$3,490	1%
W	Electrical Design Associates, Inc. 3001 N Rocky Point Drive E., Suite 200, Tampa, FL 33607 65-0868970 Ph. 813-367-3536 Fax: 561-819-5557 wnelson@goeda.com	HF	925	\$43,776	12%
W	AREHNA Engineering, Inc. 5012 W Lemon St., Tampa, FL 33609 26-3947444 813-944-3464, 813-944-4959, jmcroly@arehna.com	CF	925	\$7,950	2%
S, W	Dialogue Public Relations, LLC 1850 Castle Woods Dr, Clearwater, FL 33759 20-4556628 727-580-9013; mrobinson@dialogue-pr.com	CF	91503 91573 91826	\$26,135	7%

Total ALL Subcontract / Supplier Utilization \$ 248,226

Total SLBE Utilization \$ 26,135

Total WMBE Utilization \$ 99,601

Percent SLBE Utilization of Total Bid/Proposal Amt. 7% Percent WMBE Utilization of Total Bid/Proposal Amt. 27%

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this Contract.

Signed: _____ Name/Title: _____ Date: _____

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive
Forms must be included with Bid / Proposal