

Agmt

RESOLUTION NO. 2014- 564

**A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$570,339 BETWEEN THE CITY OF TAMPA AND CAMPO ENGINEERING, INC. IN CONNECTION WITH CONTRACT NO. 14-D-00013; UPPER PENINSULA REGIONAL STORMWATER IMPROVEMENTS PHASE 1 - DESIGN; AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, via the competitive selection process in accordance with Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act and consistent with Federal procurement policies, the City of Tampa (CITY) selected Campo Engineering, Inc. as CONSULTANT to provide professional services in connection with Contract 14-D-00013; Upper Peninsula Regional Stormwater Improvements Phase 1 – Design, (PROJECT) as detailed in the Agreement for Consultant Services (AGREEMENT); and

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

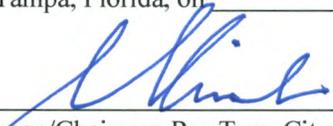
**Section 1.** The Agreement for Consultant Services between the City of Tampa and Campo Engineering, Inc. in connection with Contract 14-D-00013; Upper Peninsula Regional Stormwater Improvements Phase 1 – Design as detailed in said AGREEMENT, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in substantially similar form.

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

**Section 3.** Award of a contract for Professional Engineering services is provided in the amount of \$570,339 for the Upper Peninsula Regional Stormwater Improvements Phase 1 – Design project within the Stormwater Capital Projects Fund.

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

**PASSED AND ADOPTED** by the City Council of the City of Tampa, Florida, on AUG 28 2014.

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

ATTEST:

  
City Clerk/Deputy City Clerk

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

12014-36

## **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 CAMPO ENGINEERING, INC., a corporation chartered and existing under the laws of the State of Florida, hereinafter referred to as "CONSULTANT", the address of which is 1725 East 5<sup>th</sup> Avenue, Tampa, FL, 33605

### **WITNESSETH:**

**WHEREAS**, the CITY desires to engage the CONSULTANT to perform certain Professional Engineering consulting services pertinent to such work which shall be referred to as 14-D-00013; Upper Peninsula Regional Stormwater Improvements Phase 1 - Design "PROJECT" in accordance with this Agreement; and

**WHEREAS**, the CONSULTANT desires to provide such Professional Engineering services in accordance with this Agreement.

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

### **I. GENERAL SCOPE OF THIS AGREEMENT**

A. The relationship of the CONSULTANT to the CITY will be that of an independent Professional Engineering consultant for the PROJECT; and the CONSULTANT shall provide the professional and technical services required under this Agreement in accordance with acceptable 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 \$570,339 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: Bonnie M. Miller  
Corporate Secretary (SEAL)

CAMPO ENGINEERING, INC.

By: Matthew D. Campo  
Matthew D. Campo, P.E., Principal

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. 2014-

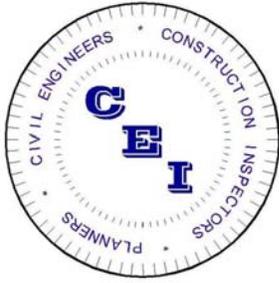


Exhibit A

**CAMPO ENGINEERING, INC.**

1725 East 5th Avenue, Tampa, FL 33605

Office (813) 215-7372 Fax (813) 902-8782

[campoengineering.com](http://campoengineering.com)

June 20, 2014

James Jackson  
Contract Administration  
City of Tampa  
306 E. Jackson Street  
Tampa, FL 33602

**Project: 14-D-00013; Upper Peninsula Stormwater**  
**Subject: Scope and Fee**

Dear Mr. Jackson:

As a follow up to our contract negotiation meeting, please find attached the following items: project scope, compensation worksheets and DMI forms, for the 14-D-00013; Upper Peninsula Stormwater project. During our first contract negotiation meeting you had also asked that I provide the name of the two signing officers for Campo Engineering, Inc. to be on the City of Tampa contract. Please list myself as the Firm Principal and Lauren D. Campo PE as the Corporate Secretary.

If you have any questions or would like to discuss this scope of services in detail, please contact me at (813) 470-0872 or via email at [matthew@campoengineering.com](mailto:matthew@campoengineering.com).

Sincerely,  
**Campo Engineering, Inc.**

Matthew D. Campo, P.E.  
Principal

Enclosures

## SCOPE OF SERVICES

### Upper Peninsula – Vasconia Project Area – Spring Lake Basin

This scope of services is for the civil engineering services for the first phase of the stormwater improvements in the Upper Peninsula, Vasconia Project Area, Spring Lake Basin. The project has been established to provide flood relief through stormwater conveyance improvements and water quality improvements through designed, permitted and constructed infrastructure improvements in the area of the following roadways; Manhattan Blvd., El Prado Blvd., Grady Ave., Church Ave., Hesperides St., Leona St., Lois Ave., Vasconia Ave. and Shamrock Rd. The project will include specialty services such as coordination with citizens, project meetings, engineering cost estimates, stormwater modeling, plans, utility coordination and utility relocations. In addition, survey, subsurface underground engineering, environmental and geotechnical services will be provided. Upon plan completion of plans and permitting, the Consultant will assist the City and perform the necessary bid document preparation, contractor negotiations and construction phase services as detailed in the scope below.

#### Scope of Services:

##### 1) PROJECT MEETINGS AND COORDINATION

- A) Project Meetings - The Consultant shall attend project related meetings with the City of Tampa Staff, utility providers and special interest partners on an as needed basis. In addition, we shall attend pre-application and ongoing meetings with permitting agencies (SWFWMD, EPC, Tampa Port Authority and ACOE) to determine what regulatory requirements will apply to this project and to facilitate final approval of permits. Furthermore, the Consultant shall walk the project route and other roadways in the Spring Lake Basin to perform site reconnaissance, obtain pre-conditions photos, identify potential flood areas and collect additional data as needed to complete the project design.
- B) Sub-consultant Coordination - The Consultant shall coordinate with the sub-consultants for the survey, subsurface utility engineering, environmental and geotechnical services. Each sub-consultant will be directed through the design process and shall complete their respective data collection when necessary.
- C) Affected Property Owner Outreach - The Consultant shall prepare and send notices to the affected property owners and special interest groups to educate, coordinate possible access and for informational updates on an as needed basis. The Consultant shall organize and attend neighborhood meetings. Exhibits and graphics shall be prepared for the meeting to aid in the project presentation. In addition, during the project, the Consultant shall field comments and questions from the local residents. The Consultant shall also attend any specific meetings with City Staff to meet affect property owners and discuss the project.

##### 2) STORMWATER DESIGN

- A) Stormwater Modeling - The Consultant shall prepare a stormwater model with variable pipe sizes and configurations and execute simulations to establish the necessary flood protection design for streets and structures based on a desired level of service. A storm simulation prepared for the project will be used for design and regulatory permitting to demonstrate that no adverse impacts are created in downstream drainage systems. XP-SWMM and/or AdICPR will be utilized to gain regulatory approval and demonstrate the net benefit of this project. The model shall be developed for the pre and post development condition and be updated at each phase of plan production. The model shall also include areas of surface flow that appear to have the potential for flood within the basin. A 3D model of the basin shall be created in Civil 3D and be based on select survey topography and existing topography shape files provided by the City.
- B) Stormwater Report - The Consultant shall prepare a stormwater report that details and summarizes the methodology and results. The report shall be for permitting purposes and will address regulatory requirements.

- C) Water Quality Improvement Design - The Consultant shall prepare a water quality improvement design for the project to satisfy SWFWMD requirements under the cooperative funding. The design is expected to include an open grassed pond on two lots along El Prado Blvd. and the use of Suntree Pollutant Removal Units. The Consultant shall coordinate with Suntree on the proper product for the project location based on the simulated flows.
- 3) **TREE ANALYSIS** – The Consultant shall utilize a certified arborist to evaluate the existing trees within the project area and assess them for preservation or removal. The assessment shall include measurements and a health criteria checklist. In addition, recommendations for construction measures that may be implemented will be provided. Note that tree pruning, treatments and similar services are not included. Results from the arborist analysis shall be reviewed with the City Parks Department as needed. This task shall also include quantifying trees to be removed and replaced by payment to the City tree fund and design measures to protect existing trees and/or the removal of trees in close proximity to existing infrastructure.
- 4) **30% SCHEMATIC PLANS** – The Consultant shall prepare 30% Schematic Plans for the proposed project. Plans shall depict a plan view approach to the design and typical cross sections. The design shall address piping upgrades to address areas of flooding. Based on reconnaissance within the basin, areas that drain by surface flow shall also be identified and included on the design plans for potential corrections. Existing utilities that are known from City atlases and utility provider redlines will be added to the plans. In conjunction with this task a preliminary storm water design will be completed and supported by stormwater modeling in Task 2.
- 5) **60% DESIGN PLANS** – The Consultant shall prepare 60% Design Plans for the proposed project for the City of Tampa's internal review process. The 60% Design Plans will be prepared on a survey digital map using the right-of-way, topographic and tree survey data as well as the geotechnical data, utility provider data and subsurface underground locations. The Consultant shall prepare plan and profile views to depict the preliminary drainage. The storm piping proposed shall be based on the XP-SWMM stormwater model. At the 60% plan phase possible watermain conflicts will be identified and depicted on the plans. In the event the final design requires minor watermain adjustments, the design details will be included in the 90% Permit Plans.
- 6) **90% PERMIT PLANS** – Based on City of Tampa comments on the 60% Design Plans, the Consultant shall complete the 90% Construction Plans for the City of Tampa internal department review and permit agency submittal. The plans shall be completed to City of Tampa drawing standards and include plan, cross section, and profile views of the stormwater system and minor watermain relocations. Existing subsurface utilities shall be based on the design survey, City of Tampa as-builts, field observations, utility providers and SUE. The drainage design shall make every attempt to avoid conflicts or address conflicts with utility providers. The use of conflict and junction boxes will be proposed as needed. The Consultant will include a tree debit/credit table and replacement planting plan as needed.
- 7) **100% CONSTRUCTION PLANS** – Based on City of Tampa comments on the 90% Design Plans, the Consultant shall complete the 100% construction documents. In the event the final design requires minor watermain adjustments, the design details will be included in the 100% Construction Plans.
- 8) **QUALITY ASSURANCE AND CONSTRUCTABILITY REVIEW**
- A) Quality Assurance Plan Review - The Consultant shall maintain a quality control program for the project. As a part of the program, quality assurance reviews of all deliverables shall be performed for the 30%, 60%, 90% and 100% plans, stormwater model, stormwater report, technical specifications and bid documents.
- B) Constructability Review – For each construction plan task and stormwater design phase, a constructability review shall be performed to value engineer the design and to evaluate the design

for potential construction limitations. During the constructability review the Consultant shall have sub-consultants and construction inspection staff review the project from a contractor perspective.

9) **APPROVALS**

- A) Agency Approvals - The Consultant shall prepare and submit the required ERP application. The engineering drainage calculations, design plans and supporting documents shall be provided as needed in order to gain approval. The Consultant shall prepare and submit the required permit applications to other applicable permitting agencies as needed. Potentially a submittal to the Environmental Protection Commission, Tampa Port Authority, Hillsborough County Health Department and Army Corps of Engineers could be required. The Consultant shall utilize the environmental specialist for these tasks.
- B) City of Tampa Internal Review and Tree Removal Approval - The Consultant shall submit plans to the City Staff for review at each plan completion phase. City comments received during the internal review process shall be addressed in writing and with revised plans as needed for the 60%, 90% and 100% construction plan set approval. In addition, the Consultant shall coordinate with the Parks Department on potentially affected trees, replacement of trees and design details as needed. If a grand tree is proposed to be removed, the required variance shall be processed.

10) **UTILITY COORDINATION AND RIGHT-OF-WAY/EASEMENTS**

- A) Utility Coordination - The Consultant shall prepare and submit utility provider notifications by email with 30%, 60% and 90% construction plans. The Consultant shall use the utility-asbuilts from each provider to update each level of construction plan sets. In addition, the Consultant shall meet with any utility provider that has a relocation requirement or conflict that is affected by the design. The utility relocation schedule shall be tracked to ensure it does not impact construction. The Consultant shall work with each utility provider to work out conflicts and design details. Utility relocation meetings will be held as needed to coordinate relocations.
- B) Right-of-Way Acquisition / Easements – The Consultant shall prepare research and a feasibility analysis for potential right-of-way and/or easements that are needed. An exhibit for right-of-way or easements shall be prepared and provided to the City for their use. The actual easement creation or right-of-way acquisition shall be completed by the City of Tampa. This task shall include locating and coordinating temporary construction easements.

11) **QUANTITIES AND BID DOCUMENTS**

- A) Quantities and Cost Estimating - The Consultant shall prepare preliminary costs for the 60% plans and project quantities from the 60%, 90% and 100% construction plans for the project. The quantities and costs shall be submitted to the City for review with the 60% plans. On an ongoing basis quantities will be updated with the 60%, 90% and 100% plans and used in the bid documents.
- B) Technical Specifications and Special Provisions – The Consultant will prepare technical specifications and special provisions that are required for the project but not included in the City's standard technical specifications and general conditions. The City will provide written review comments of the draft documents. Revised specifications and a written response will be provided when completing the final technical specifications and special provisions for bidding.
- C) Bid Documents – The Consultant shall prepare the bid documents required by the City of Tampa for bidding the project through the public process. The Consultant shall attend the pre-bid meetings and shall address comments submitted by contractors during the bidding.

## 12) **LIMITED CONSTRUCTION SERVICES**

- A) Pre-Construction Meetings – The Consultant shall attend the pre-bid and pre-construction meetings with the City and Contractor on an as needed basis.
- B) NPDES NOI Pollution Prevention Plan – The Engineer shall prepare and submit a NPDES Notice of Intent Pollution Prevention Permit to the FDEP as required and prepare the pollution prevention plan to be used by the Contractor during construction.
- C) Shop Drawing Review – The Consultant shall review shop drawings supplied by Contractor for conformance with the engineering design of the project and information given in the 100% Construction Plans.
- D) Limited Construction Inspections and RFI's– The Consultant shall provide representation at intervals appropriate to confirm compliance with the plans and complete a final certification to the City as the Engineer of Record. Daily inspections shall be completed by City of Tampa staff. The Consultant shall also address requests for information under this task.
- E) Record Drawing for Permit Certifications - The Consultant shall review record drawings provided by the Contractor and Surveyor. The final record drawings shall be used by the Consultant for final permit certifications.
- F) Final Certification – The Consultant shall perform a final inspection upon completion of the project to verify substantial conformance with the Construction Plans and provide confirmation to the City of Tampa. The Consultant shall also complete Agency certifications as needed for any permits obtained.

### **Sub-consultant Services:**

## 13) **SURVEY**

- A) The sub-consultant shall perform a Topographic Survey for the project limits. Spot elevations will be obtained at a maximum distance of 50' between shots & drainage & sewer invert information will be measured. Limits will extend from Right-of-Way to Right-of-Way. Also, a construction baseline will be set along survey limits. Horizontal datum will be on NAD 83/90 & Vertical datum will be on NAVD 88 datum. Sub-consultant will provide a DTM along with an AutoCAD drawing file and signed and sealed copies of the Topographic survey.
- B) The sub-consultant shall collect select topographic data for areas identified by the Consultant that may be potential areas of surface flooding. The survey shall include roadway crowns and flow lines to a level necessary to model the location and to provide corrective design plans.

## 14) **GEOTECHNICAL AND STRUCTURAL**

- A) **INVESTIGATION**: The sub-consultant will provide a geotechnical study that provides information on the subsurface soil conditions within the proposed stormwater sewer alignments. This includes recording ground water levels if encountered in the borings and estimate the seasonal high ground water levels within the limits of the project. The subsurface materials encountered will then be evaluated with respect to the available project characteristics and recommendations will be provided for design and construction. In this regard, engineering assessments for the following items will be formulated:
  - Classification of soils encountered in the borings and the general location and a description of potentially deleterious materials which may have a significant adverse impact on the proposed project.
  - Identification of the existing ground water levels and estimated normal seasonal high ground water fluctuations.

- General site preparation recommendations including the suitability of excavated soils for use as backfill.

The following services will be performed to achieve the above-outlined objectives:

- Coordinate utility location services with the City data and with Sunshine State One-Call.
- Obtain any permits needed to perform the requested services within the existing rights-of-way.
- Perform 22 Standard Penetration Test (SPT) borings to a depth of 15 feet within the proposed locations of junction boxes and box culverts. Samples will be collected and Standard Penetration Test resistances will be measured at approximate intervals of two feet. Upon completion, boreholes will be properly backfilled and left level with the surrounding grade.
- Perform approximately 30 auger borings to a depth of 15 feet along the proposed stormwater sewer alignments.
- Visually classify and stratify soil samples in the laboratory using the Unified Soil Classification System and conduct a laboratory testing program on representative samples as deemed necessary.
- Report the results of the field exploration, lab testing, and engineering analysis and recommendations. The results of the subsurface exploration will be presented in a written report signed and sealed by a professional engineer specializing in geotechnical engineering.

B) **STRUCTURAL DESIGN:** – The sub-consultant Structural Services will include the Structural design of the box culvert, junction boxes and the retaining structure at the Spring Lake Outfall. This task will also include review of the shop drawings for the structural elements designed by AREHNA, one site visit to the project site to gather information about the existing site conditions and one site visit during construction. Structural plan documents will be signed and sealed by a professional engineer specializing in structural engineering.

15) **SUE INVESTIGATION** - The sub-consultant shall provide quality Level A and B subsurface Utility investigation techniques (Quality Level A involves the use of nondestructive digging equipment at critical points to determine the precise horizontal and vertical position of underground utilities, as well as the type, size, condition, material, and other characteristics. Quality Level B involves the use of surface geophysical techniques to determine the existence and horizontal position of underground utilities.) to locate the CITY owned utilities (**Water and Sewer only**). The sub-consultant shall provide the following:

- Request permits, if needed, from city, county, municipalities or other jurisdiction to allow sub-consultant to work in existing public streets, roads and other public locations necessary for the purpose of marking, measuring and recording the location of underground utilities.
- Provide traffic control within the sub-consultant designated work area while designating and locating the subsurface utilities. Traffic control is to be maintained in accordance with applicable standards. Provide safety devices, signs and/or other safety equipment as needed.
- Utilizing conventional electronic designating equipment, including Ground Penetrating Radar (GPR), designate and mark with paint and/or flags the horizontal location of the found City owned underground utilities in accordance with quality level B Subsurface Utility Investigation techniques.
  - Designates to be performed on all found utilities throughout the project limits
  - Not to exceed 25,500 linear feet of designation.
- Test holes (VVH – verified vertical and horizontal) to be provided on found existing utilities at each intersection throughout the project. **A maximum of 75 test holes to be performed.**
  - For test holes on existing utilities: neatly cut and remove existing pavement or other surface

material (not to exceed 225 square inches per cut). Excavate the material through the cut down to the utility in a way that prevents damage to wrappings, coatings or other protective coverings of the utilities (i.e. vacuum/pressure excavations, hand digging, etc.). Backfill and compact with select material around the utility. Provide a restoration of the surface, within the limits of the cut, at the time of the backfill.

- Provide the horizontal location of aforesaid utility designation and test holes relative to topographic survey (performed by others).

16) **ENVIRONMENTAL SERVICES** – The sub-consultant shall provide the following services in regards to the environmental permitting.

- A) Wetland and Surface Water Delineation: The wetland boundaries at the Spring Lake outfall will be flagged in accordance with the State of Florida Wetland Delineation Methodology outlined in Chapter 62-340, F.A.C. Earth Resources will accompany Southwest Florida Water Management (SWFWMD) staff on a field review of the wetland limits. Sketches of the approximate wetland boundaries will be provided to assist the project surveyor. A draft of the wetland delineation surveys will be reviewed for conformance with the agency regulations prior to submittal to the SWFWMD.
- B) Environmental Resource Permitting: Earth Resources will provide the information required to complete Section E, Part B of the Environmental Resource (ERP) Application. An environmental narrative will be prepared describing the project, the on-site habitats, wetland impacts including avoidance and minimization of wetland impacts, UMAM analysis, proposed mitigation and monitoring methods, wildlife utilization and protected species impacts. GIS-based maps will be prepared which depict: 1) known soil types, 2) FLUCCs data available from SWFWMD, 3) National Wetland Inventory data, and 4) surveyed wetland boundaries. Responses for up to two Requests for Additional Information (RAI's) regarding the environmental information contained in the ERP application will be prepared.
- C) HCEPC Permitting: Earth Resources will prepare information necessary to obtain either a Miscellaneous Activities in Wetlands Permit or an Executive Directors Authorization from the Hillsborough County Environmental Protection Commission (HCEPC). The request will include an Environmental Narrative Report, Parts I and II of the UMAM forms and signed and sealed site plans and mitigation plans provided by the Project Engineer. If wetland mitigation is required, Earth Resources will attend the HCEPC Mitigation Committee meeting and present the proposed mitigation plan and wetland impact justification information to committee members. A draft conservation easement for the wetland mitigation areas will be prepared and submitted to the HCEPC for approval. The HCEPC approved Mitigation Agreement will be completed and provided to the City for approval and execution. Responses to two Requests for Additional Information (RAI's) regarding the environmental information contained in the submittal will be prepared.
- D) ACOE 404 Permitting: A copy of the ERP application will be submitted to the ACOE in support of a 404 permit (Nationwide, Letter of Permission or Individual permit) along with an environmental narrative describing ACOE jurisdictional wetlands, wetland impact avoidance and minimization analysis, secondary wetland impact analysis, 8 1/2" x 11" black and white wetland impact plan views and cross-sections. It is anticipated that Campo Engineering will prepare the wetland impact sketches for review by Earth Resources. The permit application package will be submitted directly to the ACOE. Responses up to two RAI's regarding the environmental information will be prepared.
- E) UMAM: A qualitative assessment will be prepared for the wetlands proposed for impact and the proposed mitigation utilizing the Unified Mitigation Assessment Methodology (UMAM) in accordance with Chapter 62-345, F.A.C. UMAM Forms Parts I and II will be completed and included with the permit application packages.

- F) Wetland Mitigation Design: Earth Resources will assist the engineer in preparing a wetland mitigation plan that may include the following elements; wetland restoration, enhancement, or creation. Earth Resources will provide Campo Engineering with sketches of the proposed mitigation plans. Campo Engineering will be responsible for preparing the wetland mitigation plans in AutoCAD, conducting the necessary hydrologic and hydraulic modeling and ensuring that the plans are signed and sealed by a Professional Engineer licensed in the State of Florida. A narrative will be prepared discussing the vegetation monitoring and maintenance efforts and success criteria to meet regulatory agency requirements. If necessary, Earth Resources will provide the engineer with a mitigation planting plan including species, quantities, spacing and size and planting zonation for incorporation into the mitigation plan. If the applicant decides to mitigate for the wetland impacts by purchasing mitigation credits from a private bank, Earth Resources will coordinate with the Bank owner on obtaining a credit reservation letter, including completing the required forms and checklists.
- G) Meetings and Coordination: Earth Resources will attend up to four meetings with the Project Owner, the Project Engineer, SWFWMD, HCEPC, and/or ACOE to discuss environmental aspects of the project. Minutes will be prepared and provided to the project team following each meeting.

#### **ITEMS TO BE PROVIDED BY CITY OF TAMPA**

- A. The City of Tampa shall provide all storm, water and sewer atlas/as-built data, existing storm as-built drawings and any other existing conditions information that would be needed for the project design.
- B. Previous design plans for the project area.
- C. The City shall sign all applications and pay all permit review fees.

#### **ITEMS NOT INCLUDED IN THIS SCOPE**

- A. Extensive (full block) watermain relocations. Conflict crossing and adjustment design is included.
- B. Gravity sewer relocation design. Conflict crossing design is included.
- C. Lighting, power, telephone, cable, fiber, fuel, petroleum and specialty utility designs.
- D. Contractor management.
- E. CCTV of existing storm and sewer piping.
- F. Any service or permit activity not specifically listed.



2014 RAW AND FINAL LABOR RATES BY JOB TITLES

	Raw Rate	Final Adjusted Rate
Principal Professional	\$55.67	\$135.00
Senior Project Manager	\$41.24	\$100.00
Project Manager	\$37.12	\$90.00
Senior Engineer / Surveyor	\$37.12	\$90.00
Project Engineer / Surveyor / Arborist	\$30.93	\$75.00
Project Designer / Surveyor	\$28.87	\$70.00
CAD Technician	\$26.81	\$65.00
Administrative Assistant	\$20.62	\$50.00

Break Even Multiplier  
Based on 12 Month Period (Jan 2013 to Dec 2013)

Multiplier = Company Expenses + Payroll Expenses / 12 Month Labor Cost

Company Expenses Past Year	\$324,759.48
Payroll Expense Past Year	\$302,698.52
Current 12 Month Labor Cost	\$297,580.00

**Break Even Billing Multiplier** **2.11**

**15% Profit Adjusted Multiplier** **2.42**



## 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.: \_\_\_\_\_ Contract Name: Upper Peninsula Regional Stormwater Improvements Ph. 1 - Design
Contractor Name: Campo Engineering, Inc. Address: 1725 East 5th Avenue, Tampa, FL 33629
Federal ID: 20-3666833 Phone: 813-215-7372 Fax: 813-902-8782 Email: info@campoengineering.com

[ ] No Firms were contacted/solicited for this contract.

[ ] No Firms were contacted because: \_\_\_\_\_

[x] 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)

Table with 6 columns: Federal ID, Company Name, Address, Phone & Fax, Type of Ownership, Trade or Services, NIGP Code, Contact Method, Quote or Resp. Rec'd Y/N. Rows include Earth Resources, Inc., AREHNA Engineering, Inc., Echezabal & Associates, Inc., and Cumbey & Fair, Inc.

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: Matthew Campo Name/Title: Matthew D. Campo, P.E., Principal Date: 6/6/2014



## 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.: \_\_\_\_\_ Contract Name: Upper Peninsula Regional Stormwater Improvements Ph. 1 - Design  
 Contractor Name: Campo Engineering, Inc. Address: 1725 East 5th Avenue, Tampa, FL 33629  
 Federal ID: 20-3666833 Phone: 813-215-7372 Fax: 813-902-8782 Email: info@campoengineering.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					
S and W 20-3422039	Earth Resources, Inc. 3411 Dorchester Street, Tampa, FL 33611 Ph. 813-333-2971 Fax 813-333-2984	CF	925	18,900	3.31
S and W 26-3947444	AREHNA Engineering, Inc. 5012 W. Lemon Street, Tampa, Florida 33609 Ph. 813-944-3464 Fax 813-944-4959	CF	925	25,683	4.50
DBE (FDOT) 59-3154999	Echezabal & Associates, Inc. 108 Country Club Drive, Tampa, FL 33612 Ph. 813-933-2505 Fax 813-933-2721	NM	925	73,330	12.85
W 59-1636137	Cumbey & Fair, Inc. 2463 Enterprise Road, Clearwater, FL 33763 Ph. 727-797-8982 Fax 727-791-8752	AM	925	40,066	7.02

Total Subcontract/Supplier Utilization \$ 157,979

Total SLBE Utilization \$ \_\_\_\_\_

Total WMBE Utilization \$ 157,979

Percent SLBE Utilization of Total Bid/Proposal Amt. \_\_\_\_\_% Percent WMBE Utilization of Total Bid/Proposal Amt. 27.70 % 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-Compliance and/or deemed non-responsive.

Signed: Matthew Campo Name/Title: Matthew D. Campo, P.E., Principal Date: 6/21/2014

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: \_\_\_\_\_

## DMI – Payments - Page 2 of 2



### 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.