Agmt Bid

CAD/VM

RESOLUTION NO. 2015-664

A RESOLUTION APPROVING AN AGREEMENT FOR PRE-CONSTRUCTION MANAGEMENT SERVICES IN THE AMOUNT OF $54,628 BETWEEN THE CITY OF TAMPA AND TAMPA CONTRACTING SERVICES, INC., IN CONNECTION WITH CONTRACT NO. 15-C-00029; CUSCADEN POOL RENOVATION – CM AT RISK; 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 Tampa Contracting Services, Inc. as CONSTRUCTION MANAGER to provide pre-construction management services in connection with Contract 15-C-00029; Cuscaden Pool Renovation – CM at Risk, (PROJECT) as detailed in the Agreement for Construction Management Initial Services (AGREEMENT); and

WHEREAS, the CITY desires to enter into an agreement with the CONSTRUCTION MANAGER to provide certain pre-construction management 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 Construction Management Initial Services between the City of Tampa and Tampa Contracting Services, Inc. in connection with Contract 15-C-00029; Cuscaden Pool Renovation – CM at Risk 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. Funding for award of this contract for professional services is provided in the amount of $54,628 for the Cuscaden Pool Renovations project for the Parks and Recreation Department within the Community Investment Tax 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 27 2015.

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

ATTEST:

Shirley Gaxx-Knowles

City Clerk/~~Deputy City Clerk~~

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

1/2015-29

AGREEMENT FOR CONSTRUCTION MANAGEMENT INITIAL 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 **TAMPA CONTRACTING SERVICES, INC.,** a corporation existing under the laws of the State of Florida, hereinafter referred to as "CONSTRUCTION MANAGER", the address of which is **11010 US Highway 41 North, Palmetto, FL, 34221**.

WITNESSETH:

WHEREAS, the CITY, sometimes referred to as "OWNER" in Exhibit A, desires to engage the CONSTRUCTION MANAGER to perform certain pre-construction management services pertinent to such work which shall be referred to as 15-C-00029; Cuscaden Pool Renovation – CM At Risk "PROJECT" in accordance with this Agreement; and

WHEREAS, the CITY and the CONSTRUCTION MANAGER desire to establish the rate of General Conditions cost and the Construction Fee for the future amendment to this Agreement for construction services; and

WHEREAS, the CONSTRUCTION MANAGER desires to provide such pre-construction management 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 CONSTRUCTION MANAGER to the CITY shall be that of an independent consultant providing pre-construction management services for the PROJECT; and the CONSTRUCTION MANAGER will provide the professional and technical services required under this Agreement in accordance with acceptable construction administration and management practices and ethical standards.

B. Any additional services to be provided by CONSTRUCTION MANAGER after completion of the Initial Pre-construction services shall be set out in detail by subsequent Agreement.

C. The Guaranteed Maximum Price proposal prepared and provided by the CONSTRUCTION MANAGER 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 eight percent (8%) shall be used in the calculation of the Total Project Cost.

D. The scope of service 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 and progress documents as developed by the architect for the PROJECT, including but not limited to, Design Development documents sufficient for the preparation of a Guaranteed Maximum Price (GMP) proposal.

III. PERIOD OF SERVICE

A. The CONSTRUCTION MANAGER shall begin work promptly after receipt of a fully executed copy of the Agreement. Submission of a GMP proposal for the construction of the PROJECT shall be made within 30 (thirty) days of the receipt of the Design Development documents. This Agreement shall be in effect until final acceptance by City Council of the construction of the PROJECT.

B. The CONSTRUCTION MANAGER's services called for under this Agreement shall be completed provided that, if the CONSTRUCTION MANAGER's services are delayed for reasons beyond the CONSTRUCTOIN MANAGER'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 CONSTRUCTION MANAGER'S services under this Agreement shall become and remain the property of the CITY upon receipt of payment by the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER, 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 CONSTRUCTION MANAGER, and any unauthorized use shall be at the CITY'S sole risk, and the CONSTRUCTION MANAGER shall have no responsibility or liability therefore.

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 CONSTRUCTION MANAGER shall be at the CITY's sole risk, and the CONSTRUCTION MANAGER shall have no responsibility or liability therefore.

V. COMPENSATION

The CITY shall compensate the CONSTRUCTION MANAGER for pre-construction services performed under this Agreement in the amount of $54,628 as indicated in Exhibit B.

VI. PAYMENT

Payments shall be made upon presentation of the CONSTRUCTION MANAGER'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. CONSTRUCTION MANAGER 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. CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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/architectural 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 CONSTRUCTION MANAGER 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, the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER and supported by back-up documentation.

Upon suspension, cancellation or abandonment of the PROJECT by the CITY, the CONSTRUCTION MANAGER shall immediately cease work 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 CONSTRUCTION MANAGER.

X. TERMINATION

A. Termination For Cause**.**

In the event that the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER shall otherwise be in default under this Agreement; or the CONSTRUCTION MANAGER has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Agreement without the CITY's consent or approval; or the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER assets; or the CONSTRUCTION MANAGER disclosed CITY confidential information, procedures or activities; or the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date; however, CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER prior to the Termination Date shall be documented. In the event the project is terminated for cause pursuant to this Article, the CONSTRUCTION MANAGER shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the CONSTRUCTION MANAGER'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, CONSTRUCTION MANAGER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by CONSTRUCTION MANAGER.

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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER in connection with resolution of the amount due to the Firm. The CITY, at it own discretion, shall be entitled to direct the CONSULTANT to terminate any or all the CONSTRUCTION MANAGER's subcontracts or subconsulting agreements. In the event the project is terminated for convenience pursuant to this Article, the CONSTRUCTION MANAGER shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the CONSTRUCTION MANAGER'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 CONSTRUCTION MANAGER, 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 CONSTRUCTION MANAGER

The CONSTRUCTION MANAGER covenants that he or she 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 CONSTRUCTION MANAGER further covenants that in the performance of this Agreement no person having such interest shall be employed.

The CONSTRUCTION MANAGER warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

XIV. COMPLIANCE WITH LAWS

A. The CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER shall review and approve the applicable required provisions or any other supplemental provisions as may be included in the Agreement.

D. The CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 adjustment shall be made within one (1) year following the end of the Agreement.

XV. ASSIGNABILITY

The CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER shall:

A. Not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, handicap, or national origin. The CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER, 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 CONSULTANT 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 CONSULTANT 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 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. CODE OF ETHICS

In connection with this Agreement, the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER to debarment from any future City contracts or agreements.

XIX. NEGATION OF AGENT OR EMPLOYEE STATUS

CONSTRUCTION MANAGER shall perform this Agreement as an independent consultant and nothing contained herein shall in any way be construed to constitute CONSTRUCTION MANAGER or the assistants of CONSTRUCTION MANAGER to be representative, agent, subagent, or employee of CITY or any political subdivision of the State of Florida. CONSTRUCTION MANAGER certifies CONSTRUCTION MANAGER'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 CONSTRUCTION MANAGER and assistants of CONSTRUCTION MANAGER.

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 CONSTRUCTION MANAGER in connection with the Services the CONSTRUCTION MANAGER has agreed to perform hereunder or otherwise, or for any debts or claims of any nature accruing to any person or entity against CONSTRUCTION MANAGER; 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 CONSTRUCTION MANAGER 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 party arising out of or relating to this Agreement may bring the legal action or proceeding in the United States District Court for the Middle District of Florida, Tampa Division or in any court of the State of Florida sitting in Tampa.

XXIII. AUTHORIZATION

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

XXIV. ENTIRE AGREEMENT

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

XXV. INDEMNIFICATION

A. Indemnity. In case any action at law or suit in equity may or shall be brought against the CITY or any of its officers, agents, or employees for or on account of the failure, omission, or neglect of the CONSTRUCTION MANAGER or its subcontractors, employees, or agents, to do or perform any of the covenants, acts, matters, or things undertaken to be done or performed by the CONSTRUCTION MANAGER or its subcontractors, employees, or agents, or from any injuries done to property or persons and caused by the negligence or breach of contract of the CONSTRUCTION MANAGER or its subcontractors, employees, or agents, or in any other manner arising out of the negligent performance of the Work required under the Contract Documents or this Agreement by the CONSTRUCTION MANAGER then, to the extent such suit or action is due to the fault or neglect of the CONSTRUCTION MANAGER or its subcontractors, employees or agents, the CONSTRUCTION MANAGER shall defend the CITY in such action or suit as if said actions or suits have been brought directly against the CONSTRUCTION MANAGER; and the CONSTRUCTION MANAGER shall also indemnify and save harmless the CITY, its officers, agents, and employees from any and all loss, cost or damage whatever arising out of such actions or suits, in like manner and to all intents and purposes as if said actions or suits have been brought directly against the CONSTRUCTION MANAGER, but only to the extent such suit or action is due to the fault or neglect or breach of contract of the CONSTRUCTION MANAGER or its subcontractors, employees or agents. The CONSTRUCTION MANAGER shall not be required to defend, indemnify or hold harmless the CIITY for any acts, omissions, or negligence of the city, the CITY's employees, agents, or separate contractors.

B. Liens and Judgments. The CONSTRUCTION MANAGER shall and does hereby assume all liability for and agrees to indemnify the CITY or its representatives against any or all loss, costs, damages, and liability for any or by reason of any lien, claims or demands, either for materials purchased or for work performed by laborers, mechanics, and others and from any damages, costs, actions, or causes of action and judgments arising from injuries sustained by mechanics, laborers, and other person by reason of accidents or otherwise, to the extent caused by the negligence or breach of contract of said Firm, or its subcontractors, agents, employees, or workmen.

C. Indemnity from Other Contractors. Upon request by the CONSTRUCTION MANAGER, and to the extent the CITY is able under its agreement with other contractors, the CITY shall cause any other contractor who may have a contract with CITY to perform work in the areas where work will be performed under this Agreement, to agree to indemnify the CONSTRUCTION MANAGER, subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable and hold them harmless from all claims for bodily injury and property damage that may arise from that contractor's operations. Such provisions shall be in a form satisfactory to the CONSTRUCTION MANAGER, but limited to the extent such liability or damage arises from neglect or breach of such separate contractor. If the CONSTRUCTION MANAGER makes a written request for such indemnity from other contractors employed by the CITY, the CONSTRUCTION MANAGER will have a corresponding obligation to the CITY's other contractors.

XXVI. ESTOPPEL/WAIVER

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

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

XXVII. AUDIT REQUIREMENTS.

In the event, that during the period of this Agreement, CONSTRUCTION MANAGER expends more than $500,000.00 in federal funds in an operating year from this and other federal grants, CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER'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, CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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, CONSTRUCTION MANAGER 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.

XXX. PUBLIC CONSTRUCTION BOND

Upon execution this Agreement, if it includes initial construction for the Project, a fully executed Public Construction Bond shall be delivered to the CITY that satisfies Section 255.05, Florida Statutes in an amount equal to the GMP, and in the form attached hereto as **Exhibit E**. The Public Construction Bond shall be issued by sureties acceptable to the CITY. The sureties for such bonds shall be duly authorized to do business in the State of Florida, and satisfactory evidence of the authority of the person or persons executing such bonds to execute the bonds shall be submitted with the bonds. The Public Construction Bond shall serve as security for the faithful performance of the construction included in this Agreement, including the maintenance and guarantee provisions, and for the payment of all persons performing labor and furnishing materials in connection with the Agreement. The premiums for the Public Construction Bond shall be reimbursable as Costs of the Construction. All surety

companies shall have a rating of not less than B+ Class VI as evaluated in the most recently circulated Best's Key Rating Guide Property-Liability. Pursuant to Section 255.05, Florida Statutes, the Public Construction Bond shall be recorded in the Public Records of Hillsborough County, Florida, before commencing any work under this Agreement on the Project.

If, during the term of this Agreement, the CITY shall become dissatisfied with any surety due to such surety's failure to maintain the minimum ranking noted above, the CONSTRUCTION MANAGER shall, within fifteen (15) days after written notice from the CITY, obtain and submit a replacement bond from another surety reasonably acceptable to the CITY and meeting the requirements as set forth herein. The form of such replacement bond shall be identical to the bond approved by the CITY. Any such replacement bond shall be in an amount of the bond it is replacing. All premiums associated with any such replacement bond shall be paid by the CONSTRUCTION MANAGER and shall be recoverable as part of the Cost of Construction for which a change will be issued to adjust the GMP. The CONSTRUCTION MANAGER shall not be entitled to any further progress payments until such replacement bond has been provided to the City. Any such replacement bond shall also be recorded in the Public Records of Hillsborough County, Florida.

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 CONSTRUCTION MANAGER has hereunto set its hand and Seal in TRIPLICATE, the day and year first written above.

TAMPA CONTRACTING SERVICES, INC.

By: _____
Daniel Harte, President

ATTEST:

By: _____
Sylvia Bulmanski, Corporate Secretary (SEAL)

CITY OF TAMPA, FLORIDA

By: _____
Bob Buckhorn, Mayor

ATTEST:

By: _____
Shirley Foxx-Knowles, City Clerk (SEAL)

Approved as to Form and authorized
by Resolution No. 2015-_____:

_____
Rachel S. Peterkin, Assistant City Attorney

EXHIBIT A

SCOPE OF SERVICES

15-C-00029: CUSCADEN POOL RENOVATION – CM AT RISK

August 6, 2015

RE: PROPOSAL FOR PRE-CONSTRUCTION SERVICES

PROJECT DESCRIPTION

Renovation of the Cuscaden Pool. The facility is a historically significant building constructed in 1937. It is located in the eastern portion of the City of Tampa at 2900 N. 15 Street.

GENERAL

Tampa Contracting Services, Inc., will provide pre- construction management services required for the construction of the above referenced project.

The proposed team for the above referenced services is as follows:

Pre-Construction Management

Tampa Contracting Services, Inc.

11010 US Hwy 41 North

Palmetto, FL 34221

941-721-7711

tampacontracting@gmail.com

Quality Control and Value Engineering

Watermark Engineering Group

3868 Sun City Center Boulevard

Sun City, FL 33573

813-633-2100

PROJECT SCOPE (Provided by City of Tampa)

Replace Pool filtration, Chemical Equipment and related piping to include new connection to existing sanitary sewer.

Interactive Water Feature: refinish water feature and floor, replace water feature filtration, chemical equipment and related piping to include new connection to existing sanitary sewer.

Pool Related Work: replace pool shell aggregate finish, as well as, tile at various locations, replace expansion joints, replace vacuum system, upgrade pool signage.

Repair or replace pool heaters and related equipment.

Chemical Control Room: provide Chemical Control Room separate from the main Pool Equipment room.

Exterior Pool Lighting: upgrade to be compliant with current building and life safety codes.

Pool Deck, Pool Coping and Deck Drains: replace pool coping, replace deck drains and additional outfall piping as required, remove pool deck pavers, patch cracks in concrete slab, install continuous waterproofing membrane to include entire concrete pool deck, all penetrations, under trench drains, as well as, at interface with pool coping, perimeter deck beams, and the Headhouse Building, install new pool deck material.

Headhouse Exterior: eliminate water infiltration currently entering the building under the exterior doors. Repair exterior brick, mortar, parapets and roof as required to eliminate water infiltration.

Other Exterior Walls and Railing Repairs: repair miscellaneous cracks in exterior brick and mortar, concrete beams, columns and railings. Test and replace deficient sealant joints at windows, doors, louvers brick infill panels, etc.

Headhouse Interior and Other Interior Space Restoration: replace damaged interior finishes, including gypsum wallboard, paint, ceiling tiles, toilet partitions, flooring and base as needed, replace HVAC equipment and electrical lighting damaged by moisture.

Provide electrical upgrades as may be required for new pool and interactive water feature filtration equipment. Refurbish existing landscaping and irrigation system.

BASIC SCOPE OF PRE-CONSTRUCTION SERVICES

GENERAL

Basic Services will include TCS, Inc.'s participation starting during construction documents phase.

I. SCHEMATIC DESIGN PHASE
Completed by Holmes Hepner

II. DESIGN DEVELOPMENT PHASE AND CONSTRUCTION DOCUMENTS PHASE (for each phase

A. Review schematic and design development submittals, to provide cost estimating input, to assist Holmes Hepner in the construction document phase, as well as, affirm project construction budget.
B. Meet with the architect one time to participate in a design assistant work session to help develop roofing, waterproofing and building envelop details as required. Will have a follow up meeting if necessary.
C. Assist in establishing drawing and specifications that detail the quantity levels of materials and systems required to obtain pricing of the project.
D. Assist aquatics engineer in designing the parameters for the existing pipe pressure testing.
E. Review the 90% construction documents and provide comments and additional recommendations prior to documents being submitted to owner.

III. PRE-CONSTRUCTION PHASE (utilizing developed Construction Documents)

A. Perform a constructability review and prepare a detailed CSI Format 16 initial cost estimate from plans and specifications provided by architect. The initial cost estimate will include: detailed quantity survey of all project components along with labor, materials, trade contractor, equipment and general conditions cost breakdown.
B. Prepare the construction schedule.

C. With the Owner and the Architect, determine appropriate phasing Schemes.
D. With the Owner and the Architect, determine aspects of the project appropriate for Value Engineering (VE) Analysis, if required.
E. Prepare revised Cost estimate. This Development Estimate will incorporate any changes from VE review, break the estimate into appropriate phases and be in same 16 Division detail as the initial estimate.
F. Procure competitive bids for all work to be performed by trade contractors after meeting with the City to incorporate City's subcontractor program.
G. Prepare a final Guaranteed Maximum Price (GMP) for elements of the project based on selected trade contractors.
   1. Guaranteed Maximum Price, with detailed breakdown in CSI 16 division format consistent with previous cost estimates.
   2. Qualifications and bid proposals for all key subcontractors and suppliers proposed.
   3. A list of clarifications and assumptions made by the Construction Manager CM in preparing Guaranteed Maximum Price.
   4. A list of Allowances (if any) included by the CM in preparing the Guaranteed Maximum Price.
H. Meet with appropriate parties as necessary to review progress.
I. Testing and Selective Demolition: As directed by the city, TCS will perform tasks to assist in GMP development and Construction Document development via the defined Owner's Allowance.

EXHIBIT B
15-C-00029: CUSCADEN POOL RENOVATION ï CM AT RISK

PRECONSTRUCTION SERVICES FEE

Lump sum Fee (determined by hourly calculation):

Administration	86@ $45.00 =	$ 3,870.00
Estimator\Project Superintendent	182@ $86.00 =	$15,652.00
Sr. Project Manager\Pre-Construction Manager	122@ $148.00 =	$18,056.00
Evaluation & Value Engineering Consultant	47@ $150.00 =	$ 7,050.00
TOTAL PRECONSTRUCTION SERVICES COST:		$44,628.00

Ownerôs Allowance:
Procuring a series of tests and selective demolition as directed by the City $10,000.00

Grand Total of Fee $54,628.00

Note: TCS invoicing will be monthly and include all required attachments

Tampa Contracting Services, Inc.
11010 U.S. 41 North ð Palmetto, Florida 34221
(941)721-7711 ð Fax: (941)721-7733 ð office@tcs-contractors.com

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 wavier 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 instillation, 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 he same limit as the worker's compensation/employer's liability insurance limit **(IF APPLICABLE).**

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

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

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

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

CLAIMS MADE POLICIES - If any liability insurance is issued on a claims made form, Contractor agrees to maintain uninterrupted coverage for a minimum of one year following completion and acceptance of the work either through purchase of an extended reporting provision, or through purchase of successive renewals with a retroactive date not later than the beginning of performance of work for the City. The retroactive date must be provided for all claims made policies.

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

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

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

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

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

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

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

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

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

EXHIBIT D

City of Tampa's Equal Business Opportunity Program Procedures for
Construction Management and Design-Build Projects

- Prior to the time goals are set, the Construction Manager (CM) or the Design-Builder (D-B) provides information on subcontract packages planned (via the Project Task Worksheet) and their sequencing.

- The CM (or D-B) participates in a meeting to establish aspirational goals for SLBE or W/MBE subcontractor participation for the project.

- For each subcontracting package to be bid, the CM (or D-B) confirms with the MBD Office, the list of available SLBE or W/MBE firms to be solicited.

- The CM (or D-B) documents notification of all potential subcontractors, including the SLBE or W/MBE firms identified above

- The CM (or D-B) receives, opens, and tabulates subcontract bid results. The City, including representatives of the managing department and the MBD Office, may be present for the bid openings or to review the bids submitted.

- The CM (or D-B) provides to the City, a tabulation of all bids received and its determination of the lowest responsive/responsible bidder. If bids received exceed contracted Guaranteed Maximum Price, CM (or D-B) advises City as to how they will proceed. If re-bidding is selected, notification at least equal to the original solicitation will occur.

- As all subcontracts are executed, final copies are provided to the City. Where participation is achieved via sub-subcontractors and/or suppliers, the CM (or D-B) provides the City with copy of executed agreement or purchase order as documentation.

- During construction, monitoring activities may including but may not be limited to, subcontractor payment reports to be submitted with pay requests, prior approval by the MBD Office and the managing departments, of any replacement of SLBE or W/MBE subcontractors, and a report of final amounts paid to all subcontractors.

Rev. 1-5-13

EXHIBIT D

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

Contract No.: RFQ 15-C-00029 Contract Name: Cuscaden Pool Renovation - CM at Risk
Contractor Name: Tampa Contracting Services, Inc. Address: 11010 US Hwy 41 North, Palmetto, FL 34221
Federal ID: 59-2877771 Phone: 941-721-7711 Fax: 941-721-7733 Email: office@tcs-contractors.com

[X] 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 Federal ID	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 %
20-1109830	Watermark Engineering Group 3868 Sun City Center Boulevard Sun City, FL 33573	NF NM	925	$4,463.00	10%

Total Subcontract/Supplier Utilization $ 4,463.00
Total SLBE Utilization $ 4,463.00
Total WMBE Utilization $ 0
Percent SLBE Utilization of Total Bid/Proposal Amt. 10 % **Percent WMBE Utilization of Total Bid/Proposal Amt.** 0 %

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: Daniel Harte/Ah Name/Title: Daniel Harte, President of TCS, Inc. Date: August 4, 2015

MBD 20 rev. 02/01/13

Note: Detailed Instructions for completing this form are on the next page.

Exhibit D

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 Trade/Work Activity []Sub []Supplier Federal ID	Company Name Address Phone & Fax	Total Sub Contract Or PO Amount	Amount Paid To Date Amount Pending Previously Reported	Amount To Be Paid For This Period Sub Pay Period Ending Date
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$

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

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

Signed:_____ Name/Title:_____ Date:_____

DMI form 30 (rev. 02/01/2013) **Note: Detailed Instructions for completing this form are on the next page**

Page 2 of 2 – DMI Payment

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

(Form MBD-30)

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

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

PUBLIC CONSTRUCTION BOND Exhibit E

Bond No. (enter bond number) _____

Name of Contractor: _____

Principal Business Address of Contractor: _____

_____

Telephone Number of Contractor: _____

Name of Surety (if more than one list each): _____

_____

Principal Business Address of Surety: _____

_____

Telephone Number of Surety: _____

Owner is The City of Tampa, Florida

Principal Business Address of Owner: 306 E Jackson St, Tampa, FL 33602

Contract Administration Department (280A4N)

Telephone Number of Owner: 813/274-8456

Contract Number Assigned by City to contract which is the subject of this bond: _____

Legal Description or Address of Property Improved or Contract Number is: _____

_____

_____

_____

General Description of Work and Services: _____

_____

_____

_____

KNOW ALL MEN BY THESE PRESENTS That we, _____
_____,
(Name of Contractor)

as Principal, hereinafter called CONTRACTOR, of the State of _____, and ,_____(Name of Surety) a corporation organized and existing under and by virtue of the laws of the State of _____, and regularly authorized to do business in the State of Florida, as SURETY, are held and firmly bound unto the City of Tampa, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter called Owner, in the penal sum of _____ _____ Dollars and _____Cents ($_____), lawful money of the United States of America, for the payment whereof well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated ___ _____, _____, 20_ _, between Principal and Owner for construction of _ _____, the contract being made a part of this bond by reference, in the time and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1) (Section 713.01), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

5. Contractor and Surety acknowledge that the Work for which this bond has been issued may be one of several such contract documents for a group of projects. This bond does not secure covenants to pay for or to perform design services survey or program management services. The Owner/Obligee is expected to reasonably account for damages that are caused to Owner with respect to Principal's (Contractor's) default in performance of the scope of the Work incorporated by reference into the bond, and notwithstanding any contractual or common law remedy permitted to Owner as against Contractor, the obligation of Surety for any damages under this bond shall be determined by the cost of completion of the Work less the contract balance unpaid upon default of Contractor for the Work plus liquidated damages at the rate of $500.00 per day for delays by the Contractor and/or Surety in reaching substantial completion.

6. The notice requirements for claimants and conditions for entitlement to payment set forth in Section 255.05, Fla. Stat. and the limitations period to actions upon Section 255.05, Fla. Stat. bonds apply to claimants seeking payment from surety under this bond. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05, Florida Statutes.

7. The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the contract documents or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to Work or to the specifications.

8. The above SURETY states that it has read all of the Contract Documents made by the CONTRACTOR with the CITY, hereto attached, and the terms and conditions of the contract and work, and is familiar therewith and in particular those portions of the Agreement concerning the guaranty of such CONTRACTOR for a period of one year following the date of the final acceptance of the completed work under the Contract by the CITY, all of which this BOND includes.

DATED ON _____, 20___

_____
(Name of Principal)

_____
(Principal Business Address)

By _____

Title _____

_____
Telephone Number of Principal

_____
(Name of Surety)

_____
(Surety Address)

By _____
(As Attorney in Fact)*

_____
Telephone Number of Surety

Accepted by City of Tampa:

By _____
Bob Buckhorn, Mayor

_____. 20__

Countersignature:

_____
(Name of Local Agency)

_____
(Address of Resident Agent)

By _____

Title _____

_____
Telephone Number of Local Agency

Date: _____

Approved as to legal sufficiency:

By _____
Assistant City Attorney

Date: _____, 20__

*(As Attorney in Fact) attach Power of Attorney and Current Certificate with Original Signature