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RESOLUTION NO. 2016- 340

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$508,681.02 BETWEEN THE CITY OF TAMPA AND R. R. SIMMONS CONSTRUCTION CORPORATION IN CONNECTION WITH CONTRACT NO. 15-C-00049; TAMPA CONVENTION CENTER RENOVATIONS - DESIGN-BUILD PROJECT; 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 R. R. Simmons Construction Corporation (FIRM) to provide professional services in connection with Contract 15-C-00049; Tampa Convention Center Renovations, (PROJECT) as detailed in the Agreement for Design-Build Services (AGREEMENT); and

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

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

NOW, THEREFORE,

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

Section 1. That the Agreement for Design-Build services between the City of Tampa and R. R. Simmons Construction Corporation in connection with Contract 15-C-00049; Tampa Convention Center Renovation as detailed in said AGREEMENT, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in substantially similar form.

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

Section 3. This will provide a total of \$508,681.02 for a multi-year capital improvement program at the Tampa Convention Center. The program will include a master plan, elevator rehabilitation, restroom upgrades, improved pedestrian access, and various other upgrades and renovation for use by the Tampa Convention Center, to be funded from the General Fund (138,234.60) and the Tourist Development Tax Fund (370,446.42).

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

PASSED AND ADOPTED by the City Council of the City of Tampa, Florida, on MAY 05 2016.

ATTEST:

Shirley Fox-Krawles
City Clerk/Deputy City Clerk

[Signature]
Chairman/Chairman Pro-Tem, City Council

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

42016-11

**AGREEMENT FOR DESIGN-BUILD SERVICES
(Initial Design Build)**

THIS AGREEMENT, made and entered into at Tampa, Florida, this _____ day of _____, 201__, by and between the City of Tampa, a municipal corporation of the State of Florida, hereinafter referred to as "City" or "CITY", and the following entity authorized to do business in the State of Florida: **R. R. Simmons Construction Corporation, a Florida corporation, hereinafter referred to as "Firm" or "FIRM", with an FIEN of 59-1221161**

WITNESSETH:

WHEREAS, the CITY desires to engage the FIRM to perform certain services pertinent to such work which shall be referred to as Contract **15-C-00049; Tampa Convention Center Renovations** "Project" or "PROJECT" in accordance with this Agreement; and

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

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

I. GENERAL SCOPE OF THIS AGREEMENT

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

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

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

D. The scope of services to be provided is indicated in **Exhibit A1**.

II. DATA AND SERVICES TO BE PROVIDED BY THE CITY

The CITY shall provide:

A. Available plans and specifications of existing construction.

B. Ground topography.

III. PERIOD OF SERVICE

A. The FIRM shall begin work promptly after receipt of a fully executed copy of the Agreement. All work shall be completed within **(8) Eight months** after issuance of the Notice to Proceed.

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

IV. GENERAL CONSIDERATIONS

A. All original sketches, tracings, drawings, computations, details, design calculations, specifications and

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

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

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

V. COMPENSATION

The CITY shall compensate the FIRM for the Design-Build engineering services performed under this Agreement an upper limit of **\$508,681.02** in accordance with **Exhibit B1**. Exhibit B1 may provide allowances for certain work or services ("Allowance Work"), including without limitation "Allowance for As-Built Services/3D Scanning/Investigation Services for areas to be renovated" and "Reimbursable Expenses Allowance", FIRM shall not proceed with any portion of said Allowance Work without first obtaining CITY's express written authorization to proceed with said Allowance Work.

VI. PAYMENT

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

VII. RECORDS

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

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

VIII. PERSONNEL

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

IX. SUSPENSION, CANCELLATION OR ABANDONMENT

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

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

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

X. TERMINATION

A. Termination for Cause.

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

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

B. Termination for Convenience.

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

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

XI. INSURANCE

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

XII. INTERESTS OF MEMBERS OF THE CITY

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

XIII. INTEREST OF THE FIRM

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

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

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

XIV. COMPLIANCE WITH LAWS

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

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

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

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

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

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

XV. ASSIGNABILITY

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

XVI. EQUAL EMPLOYMENT

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

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

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

XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM

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

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

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

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

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

XVIII. CODE OF ETHICS

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

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

XIX. NEGATION OF AGENT OR EMPLOYEE STATUS

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

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

XX. SEVERABILITY

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

XXI. CHOICE OF LAW

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

XXII. DESIGNATION OF FORUM

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

XXIII. AUTHORIZATION

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

XXIV. ENTIRE AGREEMENT

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

XXV. INDEMNIFICATION

Indemnity. To the fullest extent permitted by law, FIRM shall indemnify and hold harmless CITY its officers and employees from liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Firm and persons employed or utilized by Firm in its performance hereunder.

The FIRM shall not be required to defend, indemnify or hold harmless the CITY for any acts, omissions, or negligence of the CITY, the CITY's employees, agents, or separate contractors.

XXVI. ESTOPPEL/WAIVER

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

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

XXVII. AUDIT REQUIREMENTS.

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

The audit shall be conducted in compliance with the Office of Management and Budget: Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable, which are made a part of this Agreement by reference thereto. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, the Firm shall be held liable for reimbursement to the City of all funds not expended in accordance with these applicable regulations and Agreement provisions within thirty (30) calendar days after the City has notified the Firm of such non-compliance. Said reimbursement shall not preclude the City from taking any other action as provided herein.

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

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

XXVIII. DEFAULT

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

XXIX. BUDGET APPROPRIATIONS

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

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

R.R. SIMMONS CONSTRUCTION CORPORATION

CITY OF TAMPA, FLORIDA

By: _____
R. Randolph Simmons, III, President
Authorized Officer or Individual

By: _____
Bob Buckhorn, Mayor (SEAL)

[CORPORATE SEAL]

ATTEST:

By: _____
Shirley Foxx-Knowles, City Clerk

Approved as to Legal Sufficiency and authorized
by Resolution No. 2016-_____.

Rachel S. Peterkin, Assistant City Attorney

EXHIBIT A1
SCOPE OF SERVICES
3/26/16

THE PROJECT:

The Project is the renovation and repair work for the Tampa Convention Center as described in the Design Criteria Package dated July 9, 2015, which is attached and incorporated into this Exhibit A1 as Appendix A1.1. The Project, and relationship of the parties to the Project, is intended to span over a multi-year period and be completed via a series of separate Agreements for Design-Build Services that will cover prioritized portions or phases of the overall Project as separate work packages are identified and funded from year to year. Provided, the foregoing is not binding upon the FIRM, CITY, or CITY funds.

The Scope of Services is defined as and addresses only the immediate masterplan, programming and theming of the overall Project; plus the design and development of a Guaranteed Maximum Price for the restroom renovation and elevator refurbishment phases of the PROJECT (the "Services").

The Services are limited to the following:

Part 1 – Master Plan, Visioning and Theming: This includes pre-design services that consist of a Master Plan/Visioning Strategy portion of work that allows the CITY to carefully map out their renovation and repair goals for the overall Project over the next 5 years with a construction budget of approximately \$9,500,000.

Part 2 – Preconstruction, Architectural and Engineering Services sufficient for preparation of a Guaranteed Maximum Price Proposal for approximately \$2,800,000 worth of renovation construction at restrooms and elevators. The complete scope of Part 2 Services will not be known until the completion of Part 1 Services and may require adjustment to the fees as described in Exhibit B1. Compensation paid to the FIRM for those Part 2 Services listed in Exhibit B1 is based on the assumption that all the Part 2 Services are completed in 2016 pursuant to the Preliminary Project Schedule, as amended

THE PROJECT TEAM:

The personnel assigned to this initial scope are:

R.R. Simmons

Project Executive: Brent Kitchiner
Design Manager: W. Howard Bruning
Project Manager: TBD @GMP/Construction Phase

ASD/SKY

Principal in Charge: James Hypes Project Director
Project Architect: John Curran AIA
Project Designer: Dana Clark
Project Support: Marcel Maslowski

BLUR Workshop

Principal in Charge: Liz Neiswander
Project Architect: Forman Rogers

EXHIBIT A1

SCOPE OF SERVICES

3/26/16

ENGINEERING CONSULTANTS

Electrical:	VoltAir Engineering
Mechanical:	VoltAir Engineering
Plumbing:	TLC Engineering
Fire Protection:	TLC Engineering
Structural Engineering:	MCE

1. PART 1 – MASTER PLANNING AND VISIONING SERVICES

The Tampa Convention Center is in need of some level of cosmetic and operational renovation due to the building's age and normal wear and tear. The CITY is looking for professional input to identify the scope of work and services for a series of renovation projects (approximate construction budget of \$9,500,000), establish order of magnitude budgets, to help prioritize where renovation activities take place and to develop themes and preliminary design concepts to carry forward into future phases of the Project. The focus for these Services will be in providing a renovation strategy report with general guidance about how to improve the overall appearance of the public areas of the facility to give the most visible impact to clients in a tangible way within budget and spending constraints.

The interior design Services are strategic in nature and will be provided by the FIRM and its' subconsultants. Members of our architect and engineering team will participate in this effort. The CITY may benefit from the FIRM engaging a lighting consultant to provide greater insight into advances in lighting technology that may improve the convention center from both an aesthetic as well as an energy consumption perspective. The services of a lighting consultant are not included but shall be added by Contract Amendment if mutually agreed by the CITY and FIRM.

The FIRM will provide the following as our basic Services for Pre Design/Master Plan/Visioning:

- A. Facility Tour, Documentation and Discussions: Meet with the PROJECT stakeholders to tour the facility and discuss both the current and future projected needs of the facility and associated goals, as well as more in depth discussion about the aspirations for the areas being considered for renovation. This work will be divided into a building assessment scope and Workshop #1.
- B. Renovation Strategy Report Production: FIRM will analyze the information collected and develop a detailed renovation strategy report package inclusive of the following:
 - a. Executive summary
 - b. Logistics schedule and phasing plan for implementation that includes the logic of design and construction sequence for the individual renovation projects recommended.
 - c. Descriptive text outlining the renovation strategy for each area with a reference floor plan (used to highlight location and for provision of additional notes, as needed, to convey items in the strategy that aren't easily expressed in the written text).
 - d. As deemed necessary, FIRM will include sketches and imagery to convey design concepts to support the CITY's decision making process for individual phases of the overall Project. Detailed design work such as the selection of finishes and pattern design are not included in this scope.

EXHIBIT A1
SCOPE OF SERVICES
3/26/16

However, a design implementation strategy is included. 3 dimensional imagery required to convey ideas will be provided but note final rendering images will be an additional service.

- e. Range budget for each individual project included in the renovation strategy.

- C. During the second workshop the FIRM will review their preliminary recommendations and receive CITY and stakeholder input from the suggestions.

- D. Further Renovation Strategy Report Production: A preliminary version of the final report will be presented at the third site visit, and both electronic and hard copies of the report will be distributed as requested. FIRM will document CITY comments received during this presentation, and in one round of revisions, update the report accordingly and provide a final issue of it in both electronic (PDF, AutoCAD, Word, Excel, PowerPoint as applicable) and hard copy (4 hardcopies). These revisions can be reviewed via a conference call or GoTo meeting.

- E. DELIVERABLES:
 - a. Master Plan/Visioning Renovation Strategy Report
 - b. Program Strategies
 - c. Concept Diagrams
 - d. 3 Dimensional Review
 - e. Architecture and Engineering Narrative
 - f. Implementation Plan
 - g. Concept/Range Budget
 - h. Preliminary Schedule

2. PART 2 – PRECONSTRUCTION AND DESIGN SERVICES

The basis of these Services shall be:

Construction Budget:	Approximately \$2,800,000
Part 2 Areas of Work:	Restrooms and elevator upgrades. It is assumed that no new elevators will be added as part of this phase of Services.
Implementation Timeframe:	Preliminary Schedule for Services per the Project Schedule incorporated as Appendix A1.2.
Sequencing:	It is anticipated that Part 2 Preconstruction and Design Services for the elevator and restroom upgrades will commence after the “Renovation Concept Development Report” presented by the FIRM (Activity #18 of Appendix A.1.2).

- A. SCHEMATIC DESIGN: Upon the conclusion of the Part 1 Master Planning and Visioning portion of Services, a clear direction and set of priorities will be established for what is referred to as Part 2. These design documents

EXHIBIT A1

SCOPE OF SERVICES

3/26/16

will focus on the work required to meet the prescribed construction budget of approximately \$2,800,000. The process of selecting finishes and establishing the design theme to be carried out through the Convention Center will be established. Required imagery will be created to best convey the ideas proposed for implementation. FIRM will prepare a preliminary schedule and range estimate of the cost of construction.

MEETINGS: 2

DOCUMENTS: Schematic Design Package and required imagery to convey ideas.

REVISIONS: Minor Revisions to the design concepts are included.

APPROVALS: Sign-off of the design concept.

An Allowance of \$35,000 is carried for as built documentation of existing conditions and areas that will be designed during Part 2 Services.

- B. **DESIGN DEVELOPMENT:** Based on the previously approved Schematic Design, FIRM will prepare Design Development Documents describing the size and character of the interior construction of the Part 2 . FIRM will obtain product data and prepare illustrations to describe finishes, design and furniture furnishings to indicate the finished appearance and functional operation of the Part 2 . The illustrations shall include the architectural character and samples of colors and finishes.

MEETINGS: 2

DOCUMENTS: Design Development Package. FIRM will update renderings based upon new finish selections.

REVISIONS: Minor revisions to the design concepts are included.

APPROVALS: Sign-off of the design concept.

- C. **CONSTRUCTION DOCUMENTS & GMP PROPOSAL:** Based upon the CITY'S approval of the Design Development documents, FIRM's consultants will prepare drawings, specifications and other documents required to describe the construction necessary for the Part 2 . The contract documents shall include plans, elevations, sections, details and specifications required to describe the construction work. FIRM will prepare bidding documents.

All engineering will be coordinated by FIRM's primary architect consultant. FIRM will conclude Part 2 by assembling a summary document consisting of an illustrative listing of items and areas to be impacted by the renovations or that need to be addressed to achieve the desired goals. This summary can later be used to schedule, prioritize and budget specific scopes of work in the future.

FIRM will issue bid documents and develop a Guaranteed Maximum Price Proposal for review by the CITY. During review of the GMP Proposal, FIRM will submit and coordinate the Construction Documents for building permits through the Contract Administration Department.

DOCUMENTS/DELIVERABLES: Construction Document Package

Guaranteed Maximum Price Proposal

All submissions submitted in electronic format shall be in PDF, AutoCAD, Word, Excel formats.

EXHIBIT A1
SCOPE OF SERVICES
3/26/16

3. PRELIMINARY SCHEDULE FOR SERVICES: is incorporated into this Exhibit A1 as Appendix A1.2

4. EXCLUSIONS:

FIRM has the following exclusions all of which will be the subject of a contract amendment should they be required:

- Appearances at Board of Zoning Appeals meetings, Planning Commission Meetings, and/or Architectural Board of Review meetings are not included. Time spent appearing at such meetings plus travel to and from meetings.
- Reimbursable expenses are not included in our base compensation unless noted otherwise.
- Additional renderings outside of those described herein.
- Analysis or feasibility reviews of areas not described above.
- ADA Analysis and reports for areas not addressed by Part 2 Services.
- Operating reports/energy modelling/analysis of existing systems and building performance.
- CITY code enforcement and/or envelope upgrades.
- Security logistics reports.

[END OF EXHIBIT A1]



RFQ: 15-C-00049
TAMPA CONVENTION CENTER IMPROVEMENTS
DESIGN-BUILD SERVICES

DESIGN CRITERIA PACKAGE



PREPARED BY:

ED RICE, AIA – PROJECT ARCHITECT
CONTRACT ADMINISTRATION DEPARTMENT

CITY OF TAMPA

July 9, 2015

DESIGN CRITERIA:

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

- Programming
- Full design services
- Various renovations of existing building or site
- Planning and coordination
- Development of GMP for construction of each renovation activity
- Scheduling and logistics

Estimated Overall Construction Budget: \$10 million.

Introduction:

The Tampa Convention Center facilities have been in continuous service for 25 years. Many of the facility systems are at or nearing the end of their useful service life. As this infrastructure ages, the maintenance burden becomes elevated and system down time increases in frequency and duration. When building systems are not functioning properly, the guest experience of attendees, exhibitors, and show management is diminished. Therefore, it is imperative that all building systems are maintained in top operating condition. The ability of the TCC to retain and increase market share is predicated on a “four star” appearance and full operational readiness. Fundamentally, the following are critical factors for the TCC facilities:

- Properly operating life-safety equipment such as the fire alarm system, horns, strobes, exit doors, fire suppression components, and smoke removal systems.
- Functional and reliable passenger and freight elevators.
- Facility components and systems that meet or exceed all required health and safety standards.
- Dock doors, perimeter, hall and meeting room entry and exit doors that operate properly and provide security for the property of clients and attendees.
- Aesthetically pleasing landscaping that provides a visual image commensurate with the spirit of the City of Tampa.
- Clean, neat, and comfortable amenities such as washrooms and food service areas.
- Compliance with current codes, including accessibility requirements where applicable.

Normal wear and tear has impacted the visual aspects of the building envelope, carpets, grounds, walk, and drive areas. Aging electrical and mechanical components contribute to increase down time of various building systems that support critical event functions. Declines in these aspects of the building may negatively impact client perception and/or safety, resulting in diminished

event bookings, lower attendance along with declining revenue in subsequent years. Therefore, a Capital Improvement Program (CIP) has been implemented to address these needs.

Representative Projects:

The following projects are representative of the capital needs that the TCC currently has and are not listed in order of priority:

- **Vertical Transportation Rehabilitation Project (Phase II):**

The center's ten escalators are in the process of being replaced, while the remaining four passenger elevators and a single 10,000 pound freight elevator are in need of upgrade. These are original to the building and have met or exceeded their useful service life.

The freight elevator warrants significant attention due to the fact that there is only one within the building. Any down time on this unit results in greatly diminished freight handling capability from the loading docks to the lower sections of the building. This elevator should be refurbished with new mechanical, electrical, and control systems. (Conversion to traction drives to eliminate hydraulics).

The four passenger elevators are in need of control and drive system upgrades, with two of them requiring extensions and to allow them to access the fourth level areas. The cabs of these elevators are in need of replacement in their entirety.

Great consideration should also be given to the addition of a freight elevator (to eliminate the impact of downtime with a single unit) and the addition of two high speed glass lobby elevators from the ballroom area to the convention level for the improved flow of attendees through the building. Additionally, this will greatly improve handicapped access, as the existing lifts are located at the extremities of the building and are very limited in passenger capacity.

- **Pedestrian Safety Walkover:**

Currently attendees and citizens utilizing the parking garage to access TCC have to cross Platt Street at the tunnel under the building. Due to conditions at this crosswalk, line-of-sight is very limited for both drivers and pedestrians. There are numerous accidents monthly in this intersection and it is widely recognized as one of the major concerns of visitors to TCC. The building does have a pass over area that could be modified to allow attendees to walk over Platt Street through a portion of the building. This will however, require the addition of an escalator, relocation of some office space, and other modifications to the building. Implementation of this project will allow attendees to walk directly from the parking garage to the convention hall level without having to encounter any vehicular traffic.

- **Restroom Upgrades:**

There are a total of 22 restroom facilities within TCC - 18 full-size and 4 smaller (unisex). These are mostly in the original configuration (with some minor upgrades) and display the normal wear and tear that can be expected after 25 years of service. The current color scheme is dated and obsolete (can't match colors for repairs). To increase aesthetics, ease maintenance burden and raise hygiene levels, these should be refurbished completely, utilizing modern materials that are, maintenance friendly and impervious, allowing for ease of cleaning and disinfection. Considerations include:

- Low maintenance tile, mirrors, sinks, toilets, and soap dispensers.
- Impervious partition materials, suspended from the ceiling for ease of cleaning
- Touchless flush and lavatory faucet valves for sanitation/conservation
- Air driven hand dryers in exhibit halls to eliminate/ decrease use of paper hand towels
- LED lighting for brightness, efficiency and long life.
- Low flow fixtures for water conservation, and occupancy sensors for energy efficiency.

These upgrades will allow for ease of cleaning, reduced chemical usage, greatly reduced paper use and waste, lowered maintenance burden, and conservation of water and energy.

- **Building Systems and Envelope Upgrades:**

Several aspects of the building systems and envelope are in need of attention. Normal wear and tear, along with salt air, extreme sun exposure, and bird droppings have impacted the color and texture of coatings, veneers, concrete, pavers and drive areas. Wind, water, and temperature extremes have combined to affect doors, windows, roofing, stairways, hatches, and metal appurtenances. Aging plumbing and electrical systems are another critical factor.

Considerations include:

- Replacement of exterior doors and locking hardware (security).
- Replacement of exterior tiling found around the building.
- Installation of "propped door" alarms where necessary.
- Replacement and addition of new generation Low E factor window tint.
- Replacement of access hatches, rain leaders, drain piping, plumbing, etc.
- Upgrade of electrical distribution and control systems as necessary

- **Landscaping Upgrades:**

The landscaping is in need of constant maintenance to keep an appearance that is an appropriate representation of the City of Tampa. Given that TCC is often the first building that many national and international visitors enter and focus on, the landscaping is paramount to the first impression our visitors have.

In spite of recent upgrades to the Park and Riverwalk , some areas of the current landscaping, (mainly the front drive) is aged and is in need of replacement as it has evolved into a “monoscape”, meaning that it primarily consists of green plants with little or no color contrast. Additionally, guest expectations are generally high concerning landscaping, with lush tropical plant types being desirable for the geographical location. TCC has the climate to support these types of plants, giving it a unique advantage over much of the country. It is recommended that this aspect be exploited to provide an enhanced guest experience and gain a competitive edge.

- **Access Control Project:**

Electronic access control should be placed on all exhibit halls, meeting rooms, ballrooms, administrative areas, and sensitive access points. This will provide for event security and generate reports of persons entering or leaving each area. In addition to the enhanced security, electronic access systems eliminate the need for lock core changes and can be configured and re-configured easily from a work station. Considerations include:

- Replacement of meeting room, ballroom, and dock doors deemed beyond repair
- Installation of solenoids, power supplies, hardware, software, card readers and keypads.
- Installation of building wide access network and central server / work station(s)
- Provide proximity cards for employees and electronic room keys for clients.

- **Electronic Marquis Upgrade:**

Replacement of the digital marquee located adjacent to Franklin Street with a new generation, color graphic array capable of high quality, real time video display. This display will be utilized for announcements and display of client related materials during events.

- **Meeting Room Additions/Upgrades:**

Update existing meeting rooms to include ceilings, walls, fabrics, textures, lighting, mouldings, carpets, furnishings, etc. Adding meeting room space in optimal areas will increase revenue potential and provide opportunities to fill booking gaps. Meeting space

added to the building along the river side second floor area would be considered premium in the industry. These rooms coupled with improvements to the docks will help place Tampa in a top spot where cities with waterfront convention activities are concerned.

- **Building Automation System (BAS) Upgrades:**

This program will provide the necessary hardware and software components to update and expand the existing building control system to provide the following enhanced capabilities:

- Complete lighting control (building and grounds)
- Enhanced HVAC control
- Load shedding and energy management functions
- Energy usage information and tracking
- Room occupancy sensing with interface to the lighting control system
- Enhanced outside air (makeup air) control to reduce overall HVAC costs

These increased capabilities will allow the Center to meter, track, and analyze energy usage in the facility. This information can then be utilized to operate the Center in an energy optimized manner. Additionally, this system would be used to track water usage.

- **Lighting Upgrades:**

The majority of lighting fixtures are original to the building. These older, technology fixtures waste energy and produce heat that increases cooling costs. In addition, the relatively short life of the bulbs creates an elevated maintenance burden. These fixtures should be replaced with solid state (LED) energy efficient lighting. Add additional lighting as required to light wall art, rotunda areas, external banner areas, and other spaces that may require accent lighting.

- **Air Wall & Wall Panel Upgrades:**

The air walls and acoustic panels in the center are showing signs of age and normal wear and tear. The system components of the air walls are in need of repair and replacement. Recent advances in fabric technology have produced coverings for panels that are more durable, longer lived, and easier to maintain. This project would re-cover panels with these upgraded fabrics.

- **Security Upgrades:**

Design and construction of a Building Operations Center (BOC) that includes work station consoles for cameras and imaging control systems, monitor of building wide

access control, communications, fire alarm annunciators, and other associated building systems controls.

- **Food Court / Kitchen Upgrades:**

Upgrade the food court / service areas with new maintenance friendly products. Install new signage and colored graphics to promote food and beverage sales. Provide new and expanded seating / standing areas to accommodate more customers. Remove and replace kitchen equipment with high efficiency equipment as necessary. Resurface food preparation areas and floors. Install new LED lighting for brighter work areas and food courts. Provide enhanced waste stream processing Considerations:

- Installation of natural gas lines to support new appliances as required
- Maintenance friendly, impervious surfaces easily disinfected.
- Additional cold storage to allow support for larger events with temperature monitors
- Construct new “test” kitchen and meeting space, seating, and video viewing / conferencing.
- Food Service equipment to support the Sail Pavilion
- Assess exhaust hood / fan capacities and upgrade as necessary

- **HVAC Upgrades:**

The majority of HVAC system components in the building are original and are at or near the end of normal service life. An assessment should be performed to provide specific details. Considerations are:

- Air handler replacement
- Chiller upgrades
- Conversion of pneumatics to motor driven (louvers, valves, etc.)
- Replacement of chilled water system valves and lines (where needed)
- Control upgrades for interface with new BAS
- Additional exhaust ventilation in halls
- Occupancy sensors in select areas

- **Guest Experience Upgrades:**

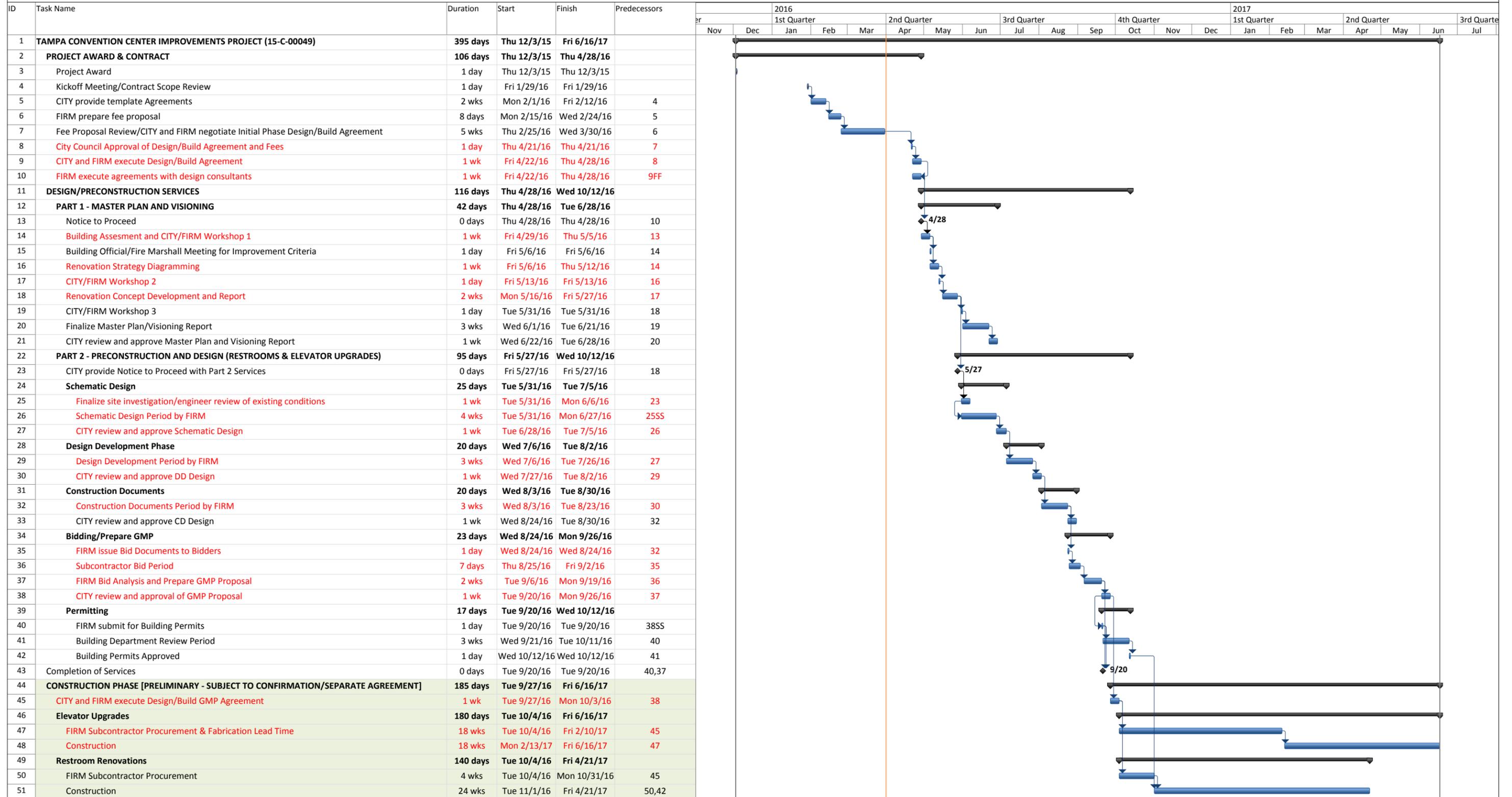
Many aspects of the building were designed prior to the advent of newer technologies and therefore do not support their use. Tiling, fabrics and color schemes are dated and worn. This program will upgrade amenities that are directly related to guest comfort and guest experience with TCC. Examples of items to include in this project are:

- Carpet and wall coverings

- Sound System Installation
- Lighting & ceiling tiles
- Furniture & art
- Planters
- Cell phone / laptop charging and usage stations
- Water Features
- Lighting upgrades
- Resurface concrete steps and discolored areas of the building

Summary:

While this overview is not completely inclusive, it is intended to serve as a base for a multiyear Capital Improvement Program (CIP). Further in-depth assessment will be required by the Design-Build team to fully identify the needs of the facility and generate estimated costs, etc.



NOTE: All activities, durations, sequencing, logic and other information referenced above is subject to change by FIRM without preapproval by others as long as the change does not extend the date for Completion of Services.

EXHIBIT B1

Tampa Convention Center Improvements (15-C-00049)
Compensation Schedule

3/29/2016

PART 1 - MASTER PLAN, VISIONING & THEMING	AMOUNT
Building Assessment	\$11,999.20
Workshop One	\$12,084.00
Design - Renovation Strategy Diagramming and Programming	\$29,552.80
Workshop Two	\$8,935.80
Design - Renovation Strategy Concept Development and Report	\$33,167.40
Workshop Three	\$8,405.80
Finalize Master Plan/Visioning Renovation Report	\$5,946.60
Management/Administration	\$15,423.00
Reimbursable Expenses Allowance	\$12,720.00
TOTAL - PART 1 SERVICES	\$138,234.60
PART 2 - PRECONSTRUCTION, ARCHITECTURAL & ENGINEERING SERVICES	AMOUNT
Allowance for As Built Services/3D Scanning/Investigation Services for areas to be renovated	\$35,000.00
Schematic/Design Development & Construction Documents	
ASD/Blur Fee Proposal	\$ 264,705.32
R.R. Simmons Preconstruction Services	\$69,741.10
Reimbursable Expenses Allowance	
RR Simmons	\$1,000.00
TOTAL - PART 2 SERVICES	\$370,446.42
GRAND TOTAL - PART 1 & 2 SERVICES	\$508,681.02

Notes:

- 1. Fees outlined above are calculated and summarized into a Lump Sum Fee.*
- 2. Project services to be invoiced monthly.*

PART 1 - MASTER PLANNING & VISIONING	QTY	UNIT	UNIT/RATE	COST
Building Assessment				11,999
RR Simmons Principal	8	Hrs	\$230	1,840
RR Simmons Senior Project Manager	8	Hrs	\$180	1,440
ASD Architect	8	Hrs	\$150	1,200
ASD Designer	8	Hrs	\$90	720
Blur Architect	8	Hrs	\$175	1,400
Blur Designer	8	Hrs	\$90	720
Electrical Engineer	8	Hrs	\$125	1,000
Mechanical Engineer	8	Hrs	\$125	1,000
Plumbing/Fire Protection	8	Hrs	\$125	1,000
Structural Engineer	8	Hrs	\$125	1,000
Design/Builder Administrative Allocation	6.00%	LS	\$11,320	679
Workshop One				12,084
RR Simmons Principal	8	Hrs	\$230	1,840
RR Simmons Senior Project Manager	8	Hrs	\$180	1,440
ASD Principal	8	Hrs	\$175	1,400
ASD Architect	8	Hrs	\$150	1,200
ASD Designer	8	Hrs	\$90	720
Blur Principal	8	Hrs	\$175	1,400
Blur Architect	8	Hrs	\$175	1,400
Electrical Engineer	8	Hrs	\$125	1,000
Mechanical Engineer	8	Hrs	\$125	1,000
Design/Builder Administrative Allocation	6.00%	LS	\$11,400	684
Design - Renovation Strategy Diagramming and Programming				29,553
RR Simmons Principal	4	Hrs	\$230	920
RR Simmons Senior Project Manager	4	Hrs	\$180	720
ASD Principal	6	Hrs	\$175	1,050
ASD Architect	22	Hrs	\$150	3,300
ASD Designer	36	Hrs	\$90	3,240
Blur Principal	24	Hrs	\$175	4,200
Blur Architect	30	Hrs	\$175	5,250
Blur Designer	80	Hrs	\$90	7,200
Electrical Engineer	4	Hrs	\$125	500
Mechanical Engineer	4	Hrs	\$125	500
Plumbing/Fire Protection	4	Hrs	\$125	500
Structural Engineer	4	Hrs	\$125	500
Design/Builder Administrative Allocation	6.00%	LS	\$27,880	1,673
Workshop Two				8,936
RR Simmons Principal	4	Hrs	\$230	920
RR Simmons Senior Project Manager	4	Hrs	\$180	720
ASD Principal	6	Hrs	\$175	1,050
ASD Architect	6	Hrs	\$150	900
ASD Designer	6	Hrs	\$90	540
Blur Principal	8	Hrs	\$175	1,400
Blur Architect	8	Hrs	\$175	1,400
Electrical Engineer	4	Hrs	\$125	500
Mechanical Engineer	4	Hrs	\$125	500
Plumbing/Fire Protection	4	Hrs	\$125	500
Design/Builder Administrative Allocation	6.00%	LS	\$8,430	506
Design - Renovation Strategy Concept Development and Report				33,167
RR Simmons Principal	4	Hrs	\$230	920
RR Simmons Senior PM	4	Hrs	\$180	720
ASD Principal	6	Hrs	\$175	1,050
ASD Architect	22	Hrs	\$150	3,300
ASD Designer	50	Hrs	\$90	4,500
Blur Principal	16	Hrs	\$175	2,800
Blur Architect	40	Hrs	\$175	7,000

EXHIBIT B1

**Tampa Convention Center - Renovation
Pre Design and Pre Construction Services**

3/29/2016

PART 1 - MASTER PLANNING & VISIONING	QTY	UNIT	UNIT/RATE	COST
Blur Designer	100	Hrs	\$90	9,000
Electrical Engineer	4	Hrs	\$125	500
Mechanical Engineer	4	Hrs	\$125	500
Plumbing/Fire Protection	4	Hrs	\$125	500
Structural Engineer	4	Hrs	\$125	500
Design/Builder Administrative Allocation	6.00%	LS	\$31,290	1,877
Workshop Three				8,406
RR Simmons Principal	4	Hrs	\$230	920
RR Simmons Senior PM	4	Hrs	\$180	720
ASD Principal	6	Hrs	\$175	1,050
ASD Architect	6	Hrs	\$150	900
ASD Designer	6	Hrs	\$90	540
Blur Principal	8	Hrs	\$175	1,400
Blur Architect	8	Hrs	\$175	1,400
Electrical Engineer	4	Hrs	\$125	500
Mechanical Engineer	4	Hrs	\$125	500
Design/Builder Administrative Allocation	6.00%	LS	\$7,930	476
Finalize Master Plan/Visioning Renovation Report				5,947
RR Simmons Principal	2	Hrs	\$230	460
RR Simmons Senior PM	2	Hrs	\$180	360
ASD Principal	2	Hrs	\$175	350
ASD Architect	6	Hrs	\$150	900
ASD Designer	8	Hrs	\$90	720
Blur Principal	4	Hrs	\$175	700
Blur Architect	8	Hrs	\$175	1,400
Blur Designer	8	Hrs	\$90	720
Design/Builder Administrative Allocation	6.00%	LS	\$5,610	337
Management/Administration				15,423
R.R. Simmons	60	Hrs	\$85	5,100
ASD	50	Hrs	\$55	2,750
Blur	40	Hrs	\$55	2,200
ASD Architect PM	30	Hrs	\$150	4,500
Design/Builder Administrative Allocation	6.00%	LS	\$14,550	873
Reimbursable Expenses Allowance				12,720
RR Simmons	1	LS	\$1,000	1,000
ASD	1	LS	\$1,000	1,000
Blur	1	LS	\$10,000	10,000
Design/Builder Administrative Allocation	6.00%	LS	\$12,000	720
Total Pre-Design Services Fee (Renovation Strategy Master Plan/Visioning)				\$ 138,234.60

SUMMARY:

	TOTALS	% of Construction
Approximate Construction Value of Master Plan Scope	\$ 9,500,000	
R.R. Simmons Fee	\$ 27,864.60	0.29%
ASD/Blur Fee	\$ 110,370.00	1.16%
Total	\$ 138,234.60	1.46%

ASD - PRECONSTRUCTION DESIGN SERVICES (4 Months, 16 weeks)

	QTY	UNIT	COST	AMOUNT
Space Verification - Restrooms and Elevators	8	Hrs	\$ 150	\$ 1,200.00
ASD Designer	8	Hrs	\$ 90	\$ 720.00
Electrical Engineer	8	Hrs	\$ 125	\$ 1,000.00
Mechanical Engineer	8	Hrs	\$ 125	\$ 1,000.00
Plumbing/Fire Protection Includes Video Review	8	Hrs	\$ 125	\$ 1,000.00
Structural Engineer	8	Hrs	\$ 125	\$ 1,000.00
Elevator Package (Schematic Design - Construction Documents)				
ASD Principal	8	Hrs	\$ 175	\$ 1,400.00
ASD Architect	75	Hrs	\$ 150	\$ 11,250.00
ASD Designer	125	Hrs	\$ 90	\$ 11,250.00
ASD Specifications	32	Hrs	\$ 90	\$ 2,880.00
Structural Engineer	40	Hrs	\$ 125	\$ 5,000.00
Electrical Engineer	40	Hrs	\$ 125	\$ 5,000.00
Mechanical Engineer	40	Hrs	\$ 125	\$ 5,000.00
Restrooms and Additional Scope (SD-CD's)				
ASD Principal	40	Hrs	\$ 175	\$ 7,000.00
ASD Architect	160	Hrs	\$ 150	\$ 24,000.00
ASD Designer	300	Hrs	\$ 90	\$ 27,000.00
ASD Interior Designer	300	Hrs	\$ 90	\$ 27,000.00
Blur Architect	40	Hrs	\$ 175	\$ 7,000.00
Electrical Engineer	150	Hrs	\$ 125	\$ 18,750.00
Mechanical Engineer	100	Hrs	\$ 125	\$ 12,500.00
Plumbing/Fire Protection	150	Hrs	\$ 125	\$ 18,750.00
Structural Engineer	75	Hrs	\$ 125	\$ 9,375.00
Bidding				
ASD Principal	6	Hrs	\$ 175	\$ 1,050.00
ASD Architect	12	Hrs	\$ 150	\$ 1,800.00
ASD Designer	20	Hrs	\$ 90	\$ 1,800.00
Structural Engineer	4	Hrs	\$ 175	\$ 700.00
Electrical Engineer	4	Hrs	\$ 125	\$ 500.00
Mechanical Engineer	4	Hrs	\$ 125	\$ 500.00
Plumbing/Fire Protection	4	Hrs	\$ 125	\$ 500.00

ASD - CONSTRUCTION SERVICES (17 Weeks)

Construction Administration Elevators				
ASD Principal	2	Hrs	\$ 175	\$ 350.00
ASD Architect	24	Hrs	\$ 150	\$ 3,600.00
ASD Designer	35	Hrs	\$ 90	\$ 3,150.00
Electrical Engineer	8	Hrs	\$ 125	\$ 1,000.00
Mechanical Engineer	8	Hrs	\$ 125	\$ 1,000.00
Plumbing/Fire Protection	4	Hrs	\$ 125	\$ 500.00
Structural Engineer	4	Hrs	\$ 125	\$ 500.00
Construction Administration for Restrooms and Additional Scope				
ASD Principal	16	Hrs	\$ 175	\$ 2,800.00
ASD Architect	60	Hrs	\$ 150	\$ 9,000.00

ASD Designer	85	Hrs	\$	90	\$	7,650.00
Blur Architect	8	Hrs	\$	175	\$	1,400.00
Electrical Engineer	35	Hrs	\$	125	\$	4,375.00
Mechanical Engineer	35	Hrs	\$	125	\$	4,375.00
Plumbing/Fire Protection	35	Hrs	\$	125	\$	4,375.00
Structural Engineer	10	Hrs	\$	125	\$	1,250.00
Management/Administration						
ASD	75	Hrs	\$	55	\$	4,125.00
ASD Architect PM	30	Hrs	\$	150	\$	4,500.00
Reimbursable Expenses Allowance						
ASD	1	LS	\$	1,000	\$	1,000.00
ASD Fee Adjustment 2/16/16	1	LS	\$	(11,153)	\$	(11,153.00)
ASD - Total Pre-Construction and Construction Design Services Fee						\$ 249,722.00
Design/Builder Administrative Allocation				6.00%	\$	14,983.32
Grand Total Design & Engineering Services						\$ 264,705.32

PART 2 - PRECONSTRUCTION SERVICES	QTY	UNIT	UNIT/RATE	COST
Project Buyout/Subconsultant Administration & Setup				3,869
Precon Principal Officer	2	HR	\$325	650
Precon Sr Project Mgr	8	HR	\$180	1,440
Precon Controller	1	HR	\$280	280
Precon Sr Accountant	2	HR	\$160	320
Precon Contract Manager	2	HR	\$280	560
Precon Admin Assistant	4	HR	\$100	400
Design/Builder Administrative Allocation	6.00%	LS	\$3,650	219
Schematic Design				13,950
Precon Principal Officer	24	HR	\$325	7,800
Precon Sr Project Mgr	25	HR	\$180	4,560
Precon Controller	1	HR	\$280	280
Precon Sr Accountant	2	HR	\$160	320
Precon Admin Assistant	2	HR	\$100	200
Design/Builder Administrative Allocation	6.00%	LS	\$13,160	790
Design Development				8,438
Precon Principal Officer	8	HR	\$325	2,600
Precon Sr Project Mgr	25	HR	\$180	4,560
Precon Controller	1	HR	\$280	280
Precon Sr Accountant	2	HR	\$160	320
Precon Admin Assistant	2	HR	\$100	200
Design/Builder Administrative Allocation	6.00%	LS	\$7,960	478
Construction Documents				8,437
Precon Principal Officer	8	HR	\$325	2,600
Precon Sr Project Mgr	25	HR	\$180	4,559
Precon Controller	1	HR	\$280	280
Precon Sr Accountant	2	HR	\$160	320
Precon Admin Assistant	2	HR	\$100	200
Design/Builder Administrative Allocation	6.00%	LS	\$7,959	478
Bidding/Prepare GMP/Scoping/Buyout				35,048
Precon Principal Officer	16	HR	\$325	5,200
Precon Sr Project Mgr	40	HR	\$180	7,200
Project Manager	84	HR	\$160	13,464
Precon Controller	2	HR	\$280	560
Precon Sr Accountant	4	HR	\$160	640
Precon Contract Manager	20	HR	\$280	5,600
Precon Admin Assistant	4	HR	\$100	400
Design/Builder Administrative Allocation	6.00%	LS	\$33,064	1,984
TOTAL PART 2 SERVICES				\$ 69,741.10

CITY OF TAMPA INSURANCE REQUIREMENTS

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

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

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

The following coverages are required:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



EXHIBIT D

City of Tampa -DMI Schedule of Sub-(Contractors/Consultants/Suppliers) to be Utilized (FORM MBD-20)

Contract No.: 15-C-00049 Contract Name: Tampa Convention Center Renovations
Contractor Name: R.R. Simmons Construction Corporation Address: 13112 Telecom Drive, Tampa, FL 33637
Federal ID: 59-1221161 Phone: 813.632.1200 Fax: NA Email: brentkitchiner@rrsimmons.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

Table with 6 columns: S/W, Federal ID, Company Name/Address/Phone & Fax, Type of Ownership, Trade/Services/Materials/NIGP Code, Amount of Quote/Letter of Intent, Percent of Scope/Contract %.

Total Subcontract/Supplier Utilization \$ 360,092

Total SLBE Utilization \$ **

Total WMBE Utilization \$ **

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

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.

** See Form MBD-20 for ASD as attached.

Signed: [Signature] Name/Title: Linda Simmons, President Date: 3/29/16



EXHIBIT D

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

Contract No.: 15-C-00049 Contract Name: Tampa Convention Center Renovations
 Contractor Name: Associated Space Design, Florida, Inc. Address: 4411 West Azeele Street, Tampa, FL 33609
 Federal ID: 58-0915437 Phone: 813-223-2293 Fax: 813-223-2433 Email: jcurran@asdnet.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	Voltair 220 W 7th Ave #210, Tampa, FL 33602 P: 888-891-9713 E: kay.jefferson@voltaireengineers.com	BM	925	\$58,255	%15.5
20-4452969					
W	Master Consulting Engineers, Inc. 5523 West Cypress, Suite 200, Tampa, FL 3360 P: 813-287-3600 E: Jim.mehltretter@mcengineers.com	HF	925	\$16,745	%4.5
59-3614371					

Total Subcontract/Supplier Utilization \$ 170,485
 Total SLBE Utilization \$ 58,255
 Total WMBE Utilization \$ 16,745

Percent SLBE Utilization of Total Bid/Proposal Amt. 15.5%. Percent WMBE Utilization of Total Bid/Proposal Amt. 4.5 %

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

Signed: _____ Name/Title: John Curran AIA Project Director Date: 3/28/16