

RESOLUTION NO. 2023 - 382

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$1,539,320 BETWEEN THE CITY OF TAMPA AND BILTMORE CONSTRUCTION CO., INC., IN CONNECTION WITH CONTRACT 22-C-00018; TAMPA POLICE DEPARTMENT AND FIRE RESCUE DEPARTMENT TRAINING COMPLEX MODERNIZATION - DESIGN-BUILD; AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE.

WHEREAS, via the competitive selection process in accordance with Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act and consistent with Federal procurement policies, as applicable, the City of Tampa ("City") selected Biltmore Construction Co., Inc., ("Firm") to provide professional services in connection with Contract 22-C-00018; Tampa Police Department and Fire Rescue Department Training Complex Modernization - Design-Build ("Project") as detailed in the Agreement for Professional 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 between the City of Tampa and Biltmore Construction Co., Inc., in connection with Contract 22-C-00018; Tampa Police Department and Fire Rescue Department Training Complex Modernization - Design-Build as detailed in said Agreement, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in substantially similar form.

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

Section 3. This resolution provides funding in the amount of \$1,539,320 for professional design-build services for use by the Public Safety Training Facilities project from within the Non Ad Valorem future debt fund.

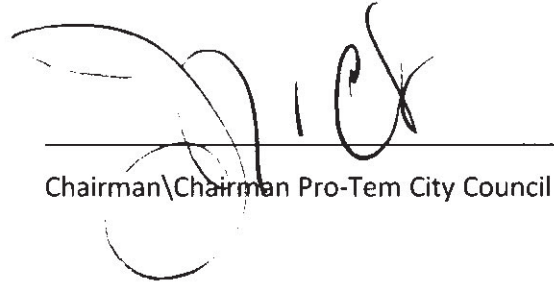
Section 4. That the City Clerk shall file a fully executed copy of the Agreement in the official records of the City of Tampa as maintained by the Office of the City Clerk.

Section 5. 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.

ATTEST: APR 20 2023


City Clerk/~~Deputy City Clerk~~


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

APPROVED AS TO FORM:

Justin R. Vaske e/s
Justin R. Vaske, Senior Assistant City Attorney

AGREEMENT FOR DESIGN-BUILD INITIAL SERVICES

THIS AGREEMENT, made and entered into at Tampa, Florida, this _____ day of _____, 2023, by and between the City of Tampa, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", and the following entity authorized to do business in the State of Florida: Biltmore Construction Co., Inc., hereinafter referred to as "FIRM", with an FEIN of 59-0720349.

WITNESSETH:

WHEREAS, the CITY desires to engage the FIRM to perform certain services pertinent to such work which shall be referred to as Contract 22-C-00018; Tampa Police Department and Fire Rescue Department Training Complex Modernization - DB "Project" in accordance with this Agreement and limited to the elements of the Design Criteria Package ("DESIGN CRITERIA PACKAGE") attached hereto as **Exhibit A**; 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 Initial Design-Build services required under this Agreement in accordance with acceptable architectural/engineering/construction practices and ethical standards.

B. Any additional services to be provided by the FIRM shall be set out in detail by subsequent Agreement and shall be limited to the elements of the DESIGN CRITERIA PACKAGE.

C. The Guaranteed Maximum Price proposal to be prepared and provided by the FIRM in accordance with this Agreement shall be used as a basis for negotiating the future Agreement for Construction Services. A Design-Build Fee not to exceed six percent (6%) of the Cost Of Construction shall be used in the calculation of the Total Project Cost.

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

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 **396 calendar days** after issuance of the Notice to Proceed.

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

IV. GENERAL CONSIDERATIONS

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

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

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

V. COMPENSATION

The CITY shall compensate the FIRM for the Initial Design-Build services performed under this Agreement in the amount of \$1,539,320 in accordance with **Exhibit C**.

VI. PAYMENT

Payment shall be made in accordance with Part VII of Chapter 218, Florida Statutes, entitled Local Government Prompt Payment Act, after receipt of the FIRM's invoice (application for payment), which shall be accompanied by sufficient supporting documentation and contain sufficient detail, to constitute a "proper invoice" as defined by Fla. Stat. §218.72, and to allow a proper pre- and post-audit of expenditures, should the CIY require one to be performed, in such form and containing such further detail, backup, and other information as the CITY may from time to time require. Invoices shall be about submitted no more than once a month, shall be itemized, detailed, and accompanied by valid receipts and sent to the CITY Project Manager care of the address noted on a particular approved work order or such other address as may from time to time be communicated to FIRM in writing by the CITY Project Manager. Invoices shall be signed by an authorized employee of FIRM who has the best actual knowledge of information contained in such invoice. FIRM shall submit proper invoices for approval to the CITY Project Manager (or as otherwise designated in the applicable work order or from time to time by the Director of the CITY's Contract Administration Department). Any dispute pertaining to pay requests must be presented to the CITY pursuant to Executive Order 2003-1, as amended, or its successor order. Subcontracted Work, if any, shall be invoiced at its actual cost without markup.

Where subcontracting exists, FIRM shall with each invoice submit a report on Form MBD-30 DMI Sub-(Contractors/ Consultants/Suppliers) Payments of all subcontracting entity contract amounts and payments together with completed reports or forms as the CITY may from time to time require pursuant to Chapter 26.5, City of Tampa Code.

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 (if applicable), 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 applicable. 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 adequately, timely and appropriately perform the services required by this Agreement 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 affect and maintain at all times during the life of this Agreement insurance, in accordance with that indicated in **Exhibit D**.

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.

C. Workforce Development Program; firms are expected to submit a Workforce Development Plan within forty-five days after the Initial Services Agreement Notice to Proceed is issued. The City's Design-Build Workforce Development Framework is posted at <https://www.tampa.gov/contract-administration/info> and is to be used to develop the Workforce Development Plan.

D. Apprenticeship Program; The Firm shall comply with City of Tampa Code of Ordinances Chapter 26.5 Article IV Apprentice Requirements in City Construction Contracts and any associated reporting requirements.

XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM

A. See **Exhibit E** 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, subfirms, 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/subfirms/suppliers solicited or utilized as required by **Exhibit E**.

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

XVIII. CODE OF ETHICS

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

XIX. NEGATION OF AGENT OR EMPLOYEE STATUS

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

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

XX. SEVERABILITY

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

XXI. CHOICE OF LAW

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

XXII. DESIGNATION OF FORUM

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

XXIII. AUTHORIZATION

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

XXIV. ENTIRE AGREEMENT

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

XXV. INDEMNIFICATION

To the fullest extent permitted by law, FIRM shall indemnify and hold harmless CITY from liabilities, damages, losses and costs, including reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the FIRM and persons employed or utilized by FIRM in its performance hereunder.

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

XXVI. ESTOPPEL/WAIVER

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

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

XXVII. AUDIT REQUIREMENTS.

In the event, that during the period of this Agreement, the FIRM expends more than \$750,000 in federal funds in an operating year from this and other federal grants, the FIRM shall, at its own cost and expense, cause to be carried out an independent audit. The audit shall be completed and a copy furnished to the CITY, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period, unless a longer period is agreed to in advance by the CITY. For purposes of this Agreement, an operating and/or audit year is the equivalent to the FIRM's fiscal year. The determination of when Grant Funds are expended is based on when the activity related to the expenditure occurs.

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

If expenditure does not exceed \$750,000 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 \$750,000 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

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 this 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 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. The obligations of the CITY hereunder shall not constitute a general indebtedness of the CITY within the meaning of the Florida Constitution.

XXX. SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, prohibits agencies or local governmental entities from contracting for goods or services of any amount with companies that are on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel, and of \$1 million or more with companies that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with

Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. Specifically, Section 287.135(2), Florida Statutes, states: "A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of: (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company: 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or 2. Is engaged in business operations in Cuba or Syria."

Upon submitting its bid or proposal, a bidder/proposer: (i) certifies the company is not in violation of Section 287.135, Florida Statutes, and shall not be in violation at the time the company enters into or renews any resulting contract; and (ii) agrees any such resulting contract shall be deemed to contain a provision that allows the CITY, at its option, to terminate such contract for cause if the company is found to have submitted a false certification, been placed on one or any of the foregoing Lists, been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria.

XXXI. PUBLIC RECORDS

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

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

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

1. FIRM shall keep and maintain public records required by the CITY to perform the services under this Agreement;
2. Upon request by the CITY, provide the CITY with copies of the requested records, having redacted records in total on in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the CITY) on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that records, in part or in total, that are exempt or that are confidential and exempt from disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion (or earlier termination) of the Agreement if FIRM does not transfer the records to the CITY;

4. Upon completion (or earlier termination) of the Agreement, FIRM shall within 30 days after such event either transfer to the CITY, at no cost, all public records in possession of the FIRM or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If FIRM transfers all public records to the CITY upon completion (or earlier termination) of the Agreement, FIRM shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon completion (or earlier termination) of the Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the agency.

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

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

XXXII. E-VERIFY

Pursuant to §448.095, Florida Statutes, FIRM certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the US employment eligibility of all of FIRM's employees hired by the FIRM during the term of this Agreement and/or while performing work or providing services for the City of Tampa. FIRM shall require that all subcontractors performing work or providing services on behalf of FIRM for the City of Tampa also comply with the requirements of §448.095, Fla. Stat and utilize the E-Verify system to verify US employment eligibility of all employees hired by subcontractor. The FIRM shall require for the subcontractor to provide to FIRM an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. FIRM shall maintain a copy of such affidavit for the duration of the Agreement.

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.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

FIRM:
Biltmore Construction Co., Inc.

By: _____

Print Name: _____

Title: Pres Exec/Sr Vice Pres CEO Gen Partner
 Mgr (Mgr-Mgd LLC) Member (Member-Mgd LLC)

Other (must attach proof of authority): _____

License no: _____

*Use entity Ch 471/481/489 license no;
individual's only if applicable.*

[SEAL]

ATTEST:

CITY:
City of Tampa, Florida

By: _____
City Clerk/Deputy City Clerk

[SEAL]

By: _____
Jane Castor, Mayor

APPROVED AS TO FORM:

Justin R. Vaske, Senior Assistant City Attorney

Exhibit A



**RFQ 22-C-00018 DESIGN-BUILD SERVICES
FOR THE
TAMPA POLICE DEPARTMENT AND TAMPA FIRE RESCUE DEPARTMENT
TRAINING COMPLEX MODERNIZATION**

DESIGN CRITERIA PACKAGE

PREPARED BY:

JON WENBERG, AIA & THOMAS HESTER, AIA
CONTRACT ADMINISTRATION DEPARTMENT

CITY OF TAMPA
April 25, 2022

REQUEST FOR QUALIFICATIONS (RFQ) 22-C-00018: DESIGN CRITERIA PACKAGE
Design-Build Services for the Tampa Police Dept. and Tampa Fire Rescue Dept. Training Complex Modernization
April 25, 2022

DESIGN CRITERIA PACKAGE

This document provides the criteria for the design, construction, and renovation of the City of Tampa Police Department (TPD) and Fire Rescue Department's (TFRD) Training Facilities. The intent is to list the minimum design criteria per Department necessary for achieving this modernization effort.

This package is not a specification or prescriptive checklist and is not intended to replace the professional judgment by a competent licensed professional architect after coordination with the end-user and stakeholders of the City of Tampa.

Additionally, consideration and use of emerging technologies and commercially available products should be used if they can be proven to result in a successful and satisfactory design for the Training Complex Modernization project. These technologies as well as overall project development shall consider an achievement of silver equivalency based on LEED AP BD+C latest edition. Equivalency means an analytical confirmation of LEED criteria points and does not mean LEED certification for project.

- Comprehensive Design Services including Architectural and Interior Architecture
- Comprehensive Engineering Design Services including, but limited to, Civil, Structural, MEP, Fire Protection, and Security)
- Comprehensive Environmental Evaluation and Geotechnical Services
- Comprehensive Specialty Design Services for Solid Waste Facilities
- Comprehensive Landscape Architectural Services
- Comprehensive Environmental Graphic Design Services including Wayfinding, Identification, and Signage
- Comprehensive Construction and Fabrication Services
- Comprehensive Cost Estimation Services
- Survey, Environmental Analysis, Land Clearing, and Remediation Services
- Compliance with all City of Tampa and Regulatory Requirements as indicated in the Permitting Checklist.
- Compliance with all Applicable Governing Building Codes, Laws, and Regulations.
- Single Guaranteed Maximum Price (GMP) Proposal.

SECTION 1: DESIGN SERVICES IN GENERAL

- The City of Tampa has prepared the following Design Criteria Package to describe the basic programmatic, operational, and funding conditions (Project Scope) for the Tampa Police and Tampa Fire Rescue Training Complex Modernization Project. This project is conceived to provide Design-Build Services required to improve the existing Training Buildings and Complex currently shared by the Public Safety departments.
- **Initial Services: \$1.3M to \$5M** - 10% Construction Cost Typ.
*Initial Services Budget in FY22 for:
 1. Spatial Programming: End-User Space/FF&E/Interiors/Material/Siting & Access, Requirements.
 2. 90% Design/Planning/Pricing Documents to complete the full scope of *Initial Services
 3. Site Master Plan

- **Total Project Funding: \$13M to \$50M**

Current Funding Range: **\$13M** (Original Scope FY22/23) to **\$50M** (Contingent Scope Limit)

Per RFQ, funded Services may:

REQUEST FOR QUALIFICATIONS (RFQ) 22-C-00018: DESIGN CRITERIA PACKAGE
Design-Build Services for the Tampa Police Dept. and Tampa Fire Rescue Dept. Training Complex Modernization
April 25, 2022

...include but may not be limited to; Comprehensive Architectural Design Services, Comprehensive Engineering Design Services (Civil, Structural, MEP, Fire Protection, and Security), Comprehensive Landscape Architectural Services, Environmental Graphics and Signage Design, Survey, Environmental Analysis, and Remediation Services, Compliance with all City of Tampa and Regulatory Requirements as indicated in the Permitting Checklist, Compliance with all Applicable Governing Building Codes, Laws, and Regulations, Single Guaranteed Maximum Price (GMP) Proposal. Additional work includes programming, planning and estimating of cost for a possible future RFQ for added facilities and relocations.

INITIAL SERVICES (Design and Final Scope Determination)

Initial Services (10% Construction Cost Typ.), in-general, include:

- Program – Re-evaluates and re-programs two existing buildings and may determine additional buildings to be constructed.
- Design – 30/60/90%/100% CD (Including renovation, demolition, and new construction)
- Site Master Plan – Campus Design with Proposed Parking and Landscaping

• **Program**

End-User Start-Up instructions request that the consultant:

“...provide for the site assessment and recommendation for renovation and construction of a design-build for Tampa's Public Safety Departments training complex. The project is a design-build/restoration concept based on the, respective, needs of each end user department. The project includes assessment of the existing site and buildings and the subsequent, demolition of deteriorated structures and the construction of replacement training buildings. The outdated 1977, nearly 200k square foot building is in dire need of upgrades and additions to appropriately train Tampa's first responders. The upgrades will include technology, sustainability and current, safety related spaces.”

• **Design**

- 100% Construction Documents

• **Site Planning**

The existing primary facility was built in 1977 and is located at **116 South 34th Street Tampa, Florida 33610 (Exhibit-02 - Aerial Plan: Initial and Contingent Scope Identification)**. Since its construction the 44-year-old facility has been outgrown and public safety environments have evolved significantly (i.e., cyber security, etc..) from its original programmatic conception. The building fabric requires both structural/technological analysis and remediation as well as spatial/material retrofitting to suit operational and administrative needs. In pace with local population growth, the current spaces are inadequate to serve the increased demand for specialized, relative, current training facilities. Temporary countermeasures addressing this spatial shortfall have included portable, modular buildings that typically do not meet current codes and End-User practices consistent with a posture responsive to modern training demands. Portable structures may need to be replaced by more permanent structures.

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Design-Build Services for the Tampa Police Dept. and Tampa Fire Rescue Dept. Training Complex Modernization
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TOTAL PROJECT SCOPE (Determined in Initial Services)

See Exhibit 2.10 for initial Scope budgeted at \$13M: Use Initial Services to determine a revised total project scope adjusted to fit within the higher funding limit.

- **Programming:** User-Group needs as indexed for construction in Sections 1.01 and 2.09, and by User/Consultant interview – number of meetings, deliverable program-inventory.
 - Building spaces for all ***Initial** program elements identified for construction in Section 1.01.
 - Site Programming elements as described in Campus Planning, per 1.01 and 2.09
- **Design: 30/60/90% design**-phases with drawings, specification-outline, and cost-estimating, and GMP outline, deliverable at each design phase (AND 100% Utilities permit submission at 60%)
 - LEED goals
 - Compliance with American with Disabilities Act (ADA) and Florida Building Codes and all Applicable Governing Codes, Laws, Regulations.
 - See “contingent design” note, Sec. 1.01.
- **Planning:** Site design includes but is not limited to:
 - LEED goals
 - Survey, Environmental Analysis/Remediation, Tree Evaluation, Land Clearing, Grading plans
 - Parking Calculation and Design, Access/Roadway Engineering, Power/Utility Distribution
 - Compliance with all Applicable Governing Codes, Laws, Regulations, and Ordinances including Site, Environmental, Building, and Landscaping
- **GMP:** Developed/Revised at 30/60/90% AND 100% Pre-Agreement Deliverable
- **Construction Documents:** 100% signed & sealed drawings & specifications to meet all code requirements, approved for construction by all authorities presiding
 - Regulatory Requirements as indicated in the City of Tampa’s Permitting Checklist
- **Pre-Construction:** All required site development, contamination remediation, exploratory demolition & building construction, complete and approved by the Owner and presiding authorities having jurisdiction, to include warranties, as-built drawings (in AutoCAD), manuals, walk-throughs/commissioning, and substantial completion, per boilerplate Agreement.

DESIGN/BUILD CRITERIA (End-User Generated – Develop in Initial Services)

- **Aging infrastructure (built in '70's)**
 - Total Sq. Ft. 25,500 (including old portables)
 - Site = 14 acres
- **Other Considerations**
 - Permits & Fees
 - SDI insurance
 - Construction Contingency
 - Contractors Insurance
 - Builders Risk \$35

DESIGN/BUILD CRITERIA: TPD/TFR (End-user) “WISH LIST”

- **Combined Needs**
 - Upgrade electrical – all building on site/upgrade TECO service to site
 - Replace all windows / exterior doors / wind rated

REQUEST FOR QUALIFICATIONS (RFQ) 22-C-00018: DESIGN CRITERIA PACKAGE
Design-Build Services for the Tampa Police Dept. and Tampa Fire Rescue Dept. Training Complex Modernization
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- *HVAC upgrades*
- *Replace all plumbing and water lines*
- *Remove all ceiling / spray foam icing, building / new ceiling and lighting*
- *Upgraded LED lighting and other sustainability focused improvements*
- *Remodel restrooms / showers/ training rooms / offices / fitness center included*
- *Replace all floors throughout the buildings*
- *Tuck point / mortar repair and brick work repair*
- *Drywall and paint*
- *Sidewalk replacement*
- *Training room (large w/ability to divide)*
- *Audio/Visual equipment including white boards, projectors, speakers, and electronic roll down screens*
- *Office space needed (13 TPD dedicated and 13 – 15 TFR dedicated, and one shared office for instructors)*
- *EV charging station @ the site*
- *Add Wi-Fi through the entire facility*
- *Fix landline phones*
- *Replace filing cabinets, office furniture, and classroom furniture*
- *Security cameras in all storage areas*
- *Security cameras at front gates and in main office—replace/improve main gates*
- *Electronic front gate with key code & key override*
- *Shared Rappel Tower (about 60 feet) in height with Observation deck*
- *Conference room*
- *Auditorium (for at least 100 people)*
- **TFR Needs**
 - *Acid washed and re-surfaced flooring in engine bay*
 - *Install wind rated garage doors*
 - *Addition of a skills lab*
 - *4 classrooms (for at least 35 people each)*
 - *Simulation lab for Fire & EMS*
 - *New prop farm & upgrade extrication facility*
- **TPD Needs**
 - *Lockable storage cabinets in the offices*
 - *Enlarge closet in main office for more storage*
 - *(# - verify quantity) Xerox Printers*
 - *Replace 2 small trailers with a 2-story shipping container with stairs (similar to TFR's)*
 - *Add a storage unit to the open lot (located between the PAT course and CSR building)*
 - *(4) Classrooms (for at least 35 people each)*
 - *Replace A/V system in the driving pad classroom*
 - *Renovate the PAT course with new metal posts, a new storage cabinet with a ramp for the dummy drag, and replace the fence for over/under portion*
 - *CSR renovated, expanded wider and add a second story for multi-purpose room)*
 - *Replace the trailers behind the range with a 2-story air-conditioned storage unit (suitable for ammunition storage within ATF requirements)*
 - *Expand the range parking lot (open land at the front of the lot, towards the driving pad)*

REQUEST FOR QUALIFICATIONS (RFQ) 22-C-00018: DESIGN CRITERIA PACKAGE

**Design-Build Services for the Tampa Police Dept. and Tampa Fire Rescue Dept. Training Complex Modernization
April 25, 2022**

1.01 COMPLIANCE WITH THE STANDARDS OF THE TPD

All respondents to this Request for Qualifications (RFQ) shall have a complete and thorough understanding of the regulations regarding the construction of Police Training Facilities as set forth by the Commission on Accreditation of Law Enforcement Agencies (CALEA), and the Commission for Florida Law Enforcement Accreditation (CFA).

1.02 UNDERSTANDING OF THE TPD ORGANIZATION AND WORKFLOW

All respondents to this Request for Qualifications (RFQ) shall have a complete and thorough understanding of the organization, workflow, and transfer of information and materials (physical and virtual) in service of the current TPD Training Program.

1.03 COMPLIANCE WITH THE STANDARDS OF THE TFRD

All respondents to this Request for Qualifications (RFQ) shall have a complete and thorough understanding of all regulations regarding the construction of Fire Rescue Training Facilities.

1.04 UNDERSTANDING OF THE TFRD ORGANIZATION AND WORKFLOW

All respondents to this Request for Qualifications (RFQ) shall have a complete and thorough understanding of the organization, workflow, and transfer of information and materials (physical and virtual) in service of the current TFRD Training Program

1.05 USE OF NEW AND EMERGING TECHNOLOGIES

All new construction shall consider the possible use of emerging and new technologies and commercially available products, including but not limited to electrical vehicle charging, if they can be proven to result in the successful and satisfactory design and construction of the project.

1.06 ART COORDINATION

SECTION 2: CONSTRUCTION ADMINISTRATION

2.01 GMP

The Design-Build Team shall demonstrate experience and the ability to develop a Guaranteed Maximum Price (GMP) to include this and all attachments associated exhibits and Construction scopes shall include all, but not limited to, preliminary pricing at 30%, 60%, 90%, and 100% design documents, Equal Business Opportunity (EBO), Federal Emergency Management Agency (FEMA), and Utility submission at 60%, and any other qualifications addressing GMP total scope.

The Design-Build Team shall demonstrate experience and the ability to coordinate this project proposal in response to TPD/TFRD scheduling criteria as a recommendation for a single GMP to coordinate long lead-times, maximize downtime efficiencies, potential delays, and generally phase work, in a least disruptive sequence to the TPD/TFRD's continual operations, that shall remain open and active, during design and construction most efficiently.

2.02 COMPLIANCE WITH CITY OF TAMPA ORDINANCES

All respondents to this Request for Qualifications (RFQ) shall be aware of the City of Tampa desire to foster ongoing or developing programs such as apprenticeship, mentoring, and on-the-job training. Emphasis towards fostering a strong and talented local workforce, promoting an increase in school attendance and graduation rates, defining pathways through higher education, technical certification programs and career readiness are a City of Tampa objective. Additionally, the championing of local business, removing barriers to access, and promoting diversity, and inclusion, in addition to that mentioned, are important criteria in the selection process(es).

REQUEST FOR QUALIFICATIONS (RFQ) 22-C-00018: DESIGN CRITERIA PACKAGE

**Design-Build Services for the Tampa Police Dept. and Tampa Fire Rescue Dept. Training Complex Modernization
April 25, 2022**

2.03 Construction Documents

All drawing & specification Change-Orders in compliance with all code requirements and approved for construction by Owner and all authorities presiding (per final Construction Agreement).

2.04 Shop Drawings

All Shop Drawings checked and approved for construction by Owner and Architect/Engineer (per final Construction Agreement)

2.05 Construction

All required but not limited to site development, contamination remediation, exploratory building construction & demolition, complete and approved by the Owner and presiding authorities, to include warranties, as-built drawings (in AutoCAD), manuals, walk-throughs/commissioning, and substantial completion (per final Construction Agreement).

2.06 As-Builts

All Shop Drawings checked and approved for construction by Owner and Architect/Engineer Typ. (per final Construction Agreement)

2.07 Initial and Current Budget: \$13 Million

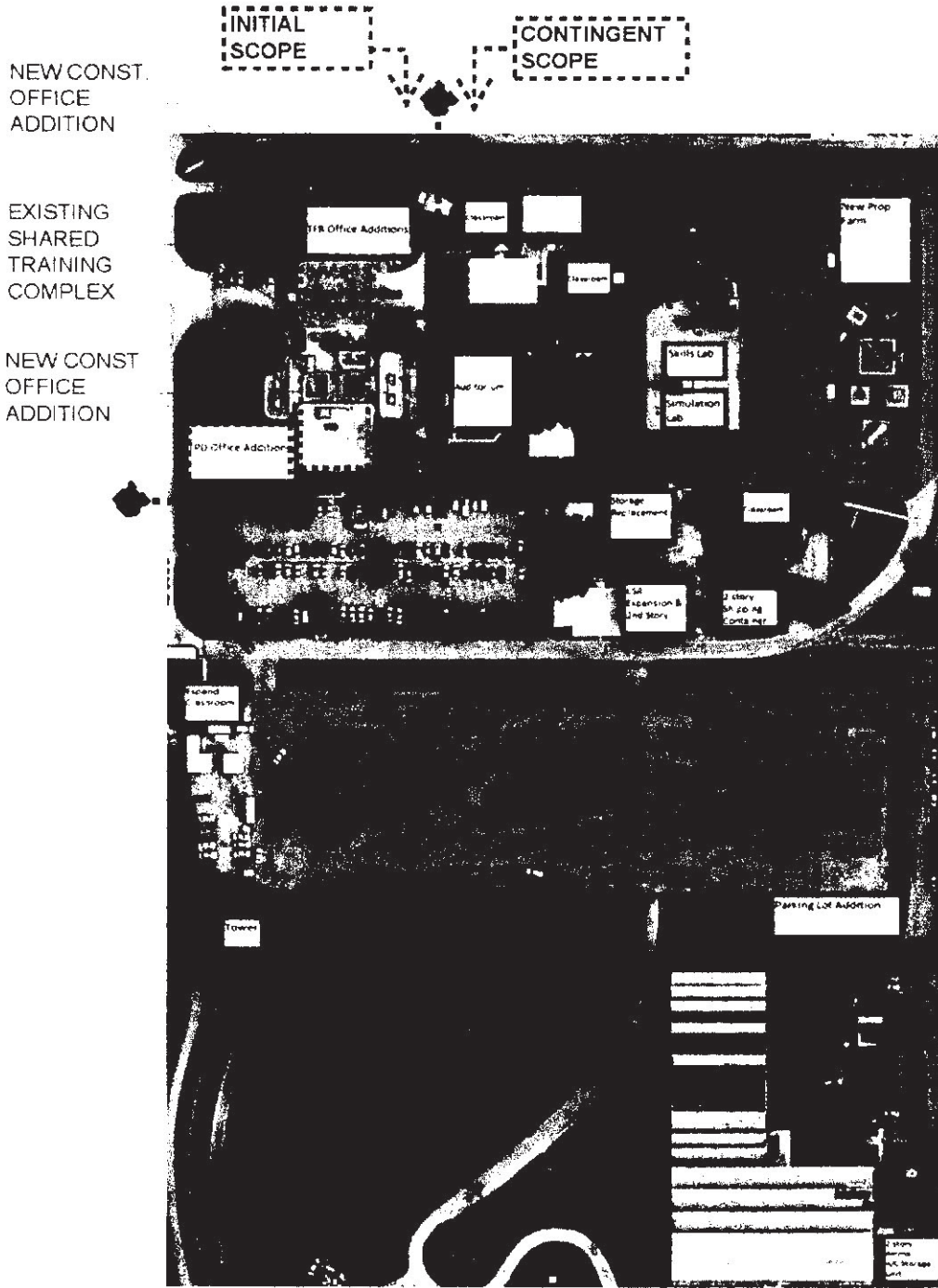
The budget to execute and complete the approved Program shall be determined as part of the design and pre-construction efforts with the possibility of becoming a subsequent and separate Request for Qualifications and project.

2.08 Start Date for Construction of Initial Work: FY-2023

2.09 Project Construction Duration for Initial Work: One (1) Year

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Design-Build Services for the Tampa Police Dept. and Tampa Fire Rescue Dept. Training Complex Modernization
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2.10 EXHIBITS

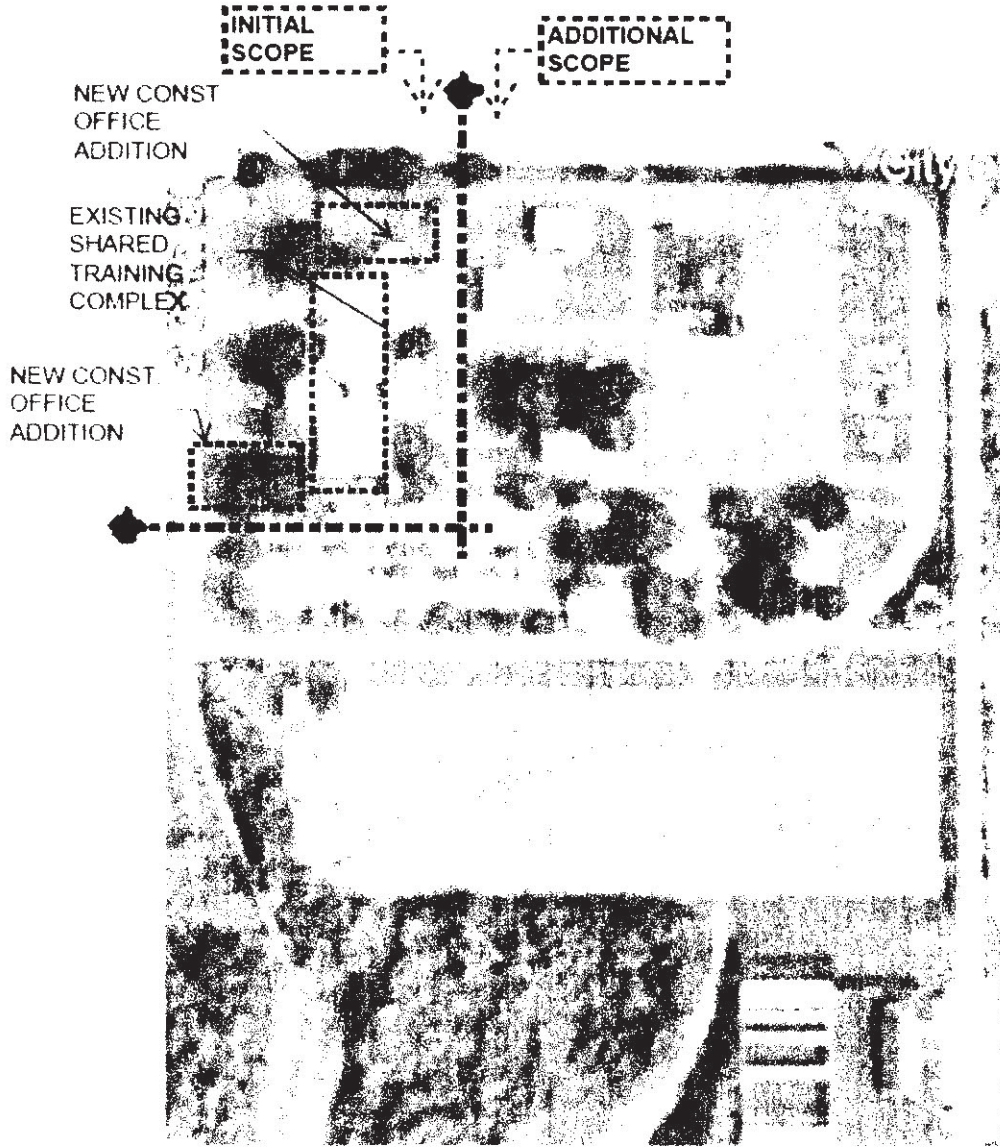


116 South 34th Street Tampa, Florida 33610

REQUEST FOR QUALIFICATIONS (RFQ) 22-C-00018: DESIGN CRITERIA PACKAGE
Design-Build Services for the Tampa Police Dept. and Tampa Fire Rescue Dept. Training Complex Modernization
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2.11

EXHIBITS



116 South 34th Street Tampa, Florida 33610



EBO Guidelines for Evaluation Points on RFP and CCNA Proposals

Points Pursuant to Designated Industry Category: _____		
FORM MBD-71		
(Refer to MBD Form 70 and Form 50-GFE Outreach)		
	Evaluation Criteria	Point Values
A.	Underutilized WMBE Firms participating as the Prime Contractor (City of Tampa Certified Only)	20
B.	City of Tampa Certified SLBE firms participating as the Prime Contractor, which include City of Tampa Certified WMBE/SLBE sub-(contractor, consultant) participation	5 - 15
C.	Non-City of Tampa Certified WMBE/SLBE Prime Contractor with meaningful sub-(contractor, consultant) participation by City Certified Underutilized WMBE and/or SLBE firms	1 - 15
D.	* External agency WMBE/SLBE/DBE certifications recognized by City of Tampa for designated RFP, RFQ, RFI solicitations	0 – 7
NOTE: The maximum points available for WMBE and/or SLBE participation will not exceed twenty (20)		

Points are determined as follows (Requires Form 50-GFE):

- A. A maximum of twenty (20) rating points may be awarded when the Proposer is a City of Tampa Certified WMBE firm deemed underutilized within the Industry category established by the RFQ.
- B. A maximum of fifteen (15) rating points may be awarded when the Proposer is a City of Tampa certified SLBE with meaningful participation by City certified WMBE/SLBE sub-contractors/consultants.
- C. One to Fifteen (1-15) rating points may be awarded when the Proposer is not a City of Tampa certified WMBE/SLBE prime contractor but utilizes either Underutilized WMBE and/or SLBE certified firm(s) as sub-contractors/consultants and assigned to perform meaningful segments of the contractual services detailed herein and documented on the enclosed MBD Form 10-20.
- D. A maximum of seven (7) “discretionary” rating points may be awarded when the Proposer provides WMBE/SLBE participation from an external agency recognized by the City. Discretionary points may be awarded for ancillary participation (see definition). The point values for ancillary participation may be subordinate to weighted values outlined in categories A, B and C above.

NOTE: *WMBE participation is narrowly tailored (per policy) to target underutilization of affected groups in specific trade/industry categories. Any WMBE/SLBE achievement that was not designated on MBD Form 70 is considered ancillary. Ancillary participation may be counted with overall participation and credited to your rating points when underutilization criteria are met.

The maximum number of points available for WMBE and/or SLBE participation will not exceed a total of twenty (20) points.



EBO Guidelines for Evaluation Points on RFP and CCNA Proposals

Equal Business Opportunity Evaluation Weighted Points: CCNA Proposal Guidelines

Under CCNA solicitations, proposers must submit to preconstruction Good Faith Efforts (GFE) requirements covering the inclusion of City of Tampa certified WMBE & SLBE firms. Such inclusion shall be clearly addressed and documented utilizing Forms MBD 10, 20 & 50. Proof of certification shall include copies of current certification certificates. This applies to ALL Phase 1 preconstruction design services.

Points awarded during the shortlist selection process will be more heavily weighted predominantly on the design side (this does not preclude identification of phase 2 projections of construction participation which follow in the future, i.e., GMPs). In order to ensure the maximum points, a proposer must **clearly identify and quantify** its planned participation without ambiguity. Simply marking "To Be Determined" (TBD) will not satisfy this requirement and may receive significantly lower ratings. Finally, additional favorable consideration will be granted to the firm(s) that beyond all others, provide(s) the highest *relevant* and most binding participation.

The evaluation includes but is not limited to the following criteria:

- Diversity of WMBE/SLBE subcontractors listed to be utilized (MBD Form 20)
- Percentage of proposal/scope committed to WMBE/SLBE subcontracting
- The collective factors in determining the total points awarded will be based on the overall weight of evidence in the proposal that specified the participation.

In all cases, the Proposer and/or subcontractor(s) must be WMBE and/or SLBE certified prior to the opening date and time of the RFP to be eligible to earn WMBE/SLBE rating points. The evaluation process of WMBE and SLBE participation will be evaluated by the City of Tampa's Equal Business Opportunity Department. The Successful Proposer will be required to execute MBD Form 40 (Letter of Intent-LOI) with their subcontractors/sub-consultants prior to award.

GMP Exhibit

Tampa's Equal Business Opportunity Program Procedures for GMP Contracts

- The City of Tampa's Equal Business Opportunity Program (EBO) requires setting a construction subcontract goal on each GMP under the CM /or D-Build delivery system.
- Prior to the time construction subcontract goals are set, the Construction Manager (CM) or the Design-Builder (D-B) provides information on subcontract packages planned for the construction phase(s) and their sequencing.
(Ref: use Detailed GMP Estimate and MBD Form-80 PTW)
- The CM (or D-B) participates in a meeting wherein the City will establish narrowly-tailored project goals for SLBE and/or W/MBE subcontractor participation on the project.
(Ref: use MBD Form-70)
- For each subcontracting package to be bid, the CM (or D-B) confirms with the MBD Office, the City's minimum contact list of available SLBE and/or W/MBE firms to be solicited. Note: strategic, extensive outreach is the CM/DB's responsibility (i.e. GFECF)
(Ref: use Minimum Contact List provided w/final Project EBO Determination Goal)
- The CM (or D-B) documents the notification of **all** potential subcontractors, including the SLBE or W/MBE firms identified above, i.e. minimum contact list of certified firms.
(Ref: use DMI 10-20 for construction phase Solicitation/Utilization outcomes)
- 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.
(Ref: use MBD Form-50 GFECF outreach w/documentation)
- 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. **(Ref: Reaffirm EBO Outreach)**
- 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 and MBD with copy of executed agreement or purchase order as documentation. **(Ref: use MBD Form-40 LOIs execute "Letters-of-Intent")**
- 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.
(Ref: use #1-DMI 30 Form w/Pay Applications; #2-Prime & Subs must log into Diversity Mgt. Compliance System to report payment activity)



Good Faith Effort Compliance Plan Guidelines
 for Women/Minority Business Enterprise/Small Local Business Enterprise Participation
 City of Tampa - Equal Business Opportunity Program
 (MBD Form 50 – detailed instructions on page 2 of 2)

Contract Name _____ Bid Date _____
 Bidder/Proposer _____
 Signature _____ Date _____
 Name _____ Title _____

The Compliance Plan with attachments is a true account of Good Faith Efforts (GFE) made to achieve the participation goals as specified for Women/Minority Business Enterprises/Small Local Business Enterprises (WMBE/SLBE) on the referenced contract:

The WMBE/SLBE participation Goal is Met or Exceeded. See DMI Forms 10 and 20 which accurately report all subcontractors solicited and all subcontractors to-be-utilized.

The WMBE/SLBE participation Goal is Not Achieved. The following list is an overview of the baseline GFE action steps already performed. Furthermore, it is understood that these GFE requirements are weighted in the compliance evaluation based on the veracity and demonstrable degree of documentation provided with the bid/proposal:

(Check applicable boxes below. Must enclose supporting documents accordingly with remarks)

- (1) Solicited through reasonable and available means the interest of WMBE/SLBEs that have the capability to perform the work of the contract. The Bidder or Proposer must solicit this interest within sufficient time to allow the WMBE/SLBEs to respond. The Bidder or Proposer must take appropriate steps to follow up initial solicitations with interested WMBE/SLBEs. See DMI report forms for subcontractors solicited. See enclosed supplemental data on solicitation efforts. Qualifying Remarks:
- (2) Provided interested WMBE/SLBEs with adequate, specific scope information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner to assist them in responding to the requested-scope identified by bidder/proposer for the solicitation. See enclosed actual solicitations used. Qualifying Remarks:
- (3) Negotiated in good faith with interested WMBE/SLBEs that have submitted bids (e.g. adjusted quantities or scale). Documentation of negotiation must include the names, addresses, and telephone numbers of WMBE/SLBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with WMBE/SLBEs to perform the work. Additional costs involved in soliciting and using subcontractors is not a sufficient reason for a bidder/proposer's failure to meet goals or achieve participation, as long as such costs are reasonable. Bidders are not required to accept excessive quotes in order to meet the goal. DMI Utilized Forms for sub-(contractor/consultant) reflect genuine negotiations This project is an RFQ/RFP in nature and negotiations are limited to clarifications of scope/specifications and qualifications. See enclosed documentation. Qualifying Remarks:
- (4) Not rejecting WMBE/SLBEs as being unqualified without justification based on a thorough investigation of their capabilities. The WMBE/SLBEs standing within its industry, membership in specific groups, organizations / associations and political or social affiliations are not legitimate causes for rejecting or not soliciting bids to meet the goals. Not applicable. See attached justification for rejection of a subcontractor's bid or proposal. Qualifying Remarks:
- (5) Made scope(s) of work available to WMBE/SLBE subcontractors and suppliers; and, segmented portions of the work or material consistent with the available WMBE/SLBE subcontractors and suppliers, so as to facilitate meeting the goal. Sub-Contractors were allowed to bid on their own choice of work or trade without restriction to a pre-determined portion. See enclosed comments. Qualifying Remarks:
- (6) Made good faith efforts, despite the ability or desire of Bidder/Proposer to perform the work of a contract with its own forces/organization. A Bidder/Proposer who desires to self-perform the work of a contract must demonstrate good faith efforts if the goal has not been met. Sub-Contractors were not prohibited from submitting bids/proposals and were solicited on work typically self-performed by the prime. Qualifying Remarks:
- (7) Segmented portions of the work to be performed by WMBE/SLBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units (quantities/scale) to facilitate WMBE/SLBE participation, even when the Bidder/Proposer might otherwise prefer to perform these work items with its own forces. Sub-Contractors were allowed to bid on their own choice of work or trade without restriction to a pre-determined portion. Sub-Contractors were not prohibited from submitting bids/proposals and were solicited on work typically self-performed by the prime. See enclosed comments. Qualifying Remarks:
- (8) Made efforts to assist interested WMBE/SLBEs in obtaining bonding, lines of credit, or insurance as required by the city or contractor. See enclosed documentation on initiatives undertaken and methods to accomplish. Qualifying Remarks:
- (9) Made efforts to assist interested WMBE/SLBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, including participation in an acceptable mentor-protégé program. See enclosed documentation of initiatives and/or agreements. Qualifying Remarks:
- (10) Effectively used the services of the City and other organizations that provide assistance in the recruitment and placement of WMBE/SLBEs. See enclosed documentation. The following services were used:

Note: Provide any unsolicited information that will support the Bid/RFP Compliance Evaluation. Named Documents Are:



Participation Plan: Guidance for Complying with Good Faith Efforts Outreach
(page 2 of 2)

1. All firms on the WMBE/SLBE Goal Setting List must be solicited and documentation provided for email, fax, letters, phone calls, and other methods of outreach/communication with the listed firms. The DMI Solicited and DMI-Utilized forms must be completed for all firms solicited or utilized. Other opportunities for subcontracting may be explored by consulting the City of Tampa MBD Office and/or researching the on-line Diversity Management Business System Directory for Tampa certified WMBE/SLBE firms.
2. Solicitation of WMBE/SLBEs, via written or electronic notification, should provide specific information on the services needed, where plans can be reviewed and assistance offered in obtaining these, if required. Solicitations should be sent a minimum of a week (i.e. 5 business days or more) before the bid/proposal date. Actual copies of the bidder's solicitation containing their scope specific instructions should be provided.
3. With any quotes received, a follow-up should be made when needed to confirm detail scope of work. For any WMBE/SLBE low quotes rejected, an explanation shall be provided detailing negotiation efforts.
4. If a low bid WMBE/SLBE is rejected or deemed unqualified the contractor must provide an explanation and supporting documentation for this decision.
5. Prime shall break down portions of work into economical feasible opportunities for subcontracting. The WMBE/SLBE directory may be useful in identifying additional subcontracting opportunities and firms not listed in the "WMBE/SLBE Goal Setting Firms List."
6. Contractor shall not preclude WMBE/SLBEs from bidding on any part of work, even if the Contractor may desire to self-perform the work.
7. Contractor shall avoid relying solely on subcontracting out work-scope where WMBE/SLBE availability is not sufficient to attain the pre-determined subcontract goal set for the Bid or when targeted sub-consultant participation is stated within the RFP/RFQ.
8. In its solicitations, the Bidder should offer assistance to WMBE/SLBEs in obtaining bonding, insurance, et cetera, if required of subcontractors by the City or Prime Contractor.
9. In its solicitation, the Bidder should offer assistance in obtaining equipment for a specific job to WMBE/SLBEs, if needed.
10. Contractor should use the services offered by such agencies as the City of Tampa Minority and Small Business Development Office, Hillsborough County Entrepreneur Collaborative Center, Hillsborough County Economic Development Department's MBE/SBE Program and the NAACP Empowerment Center to name a few for the recruitment and placement of WMBEs/SLBEs.



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

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

Contract No.: _____ Contract Name: _____
 Company Name: _____ Address: _____
 Federal ID: _____ Phone: _____ Fax: _____ Email: _____

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

- No Firms were contacted or solicited for this contract.**
 No Firms were contacted because: _____
 See attached list of additional Firms solicited and all supplemental information (List must comply to this form)
Note: Form MBD-10 must list ALL subcontractors solicited including Non-minority/small businesses

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

Federal ID	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N

It is hereby certified that the information provided is an accurate and true account of contacts and solicitations for sub-contracting opportunities on this contract.

Signed: _____ Name/Title: _____ Date: _____

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



Page 2 of 4 – DMI Solicited/Utilized

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

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

- **Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID. FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Firms were contacted or solicited for this contract.** Checking the box indicates that a pre-determined Subcontract Goal or Participation Plan Requirement was not set by the City resulting in your business not using subcontractors and will self-perform all work. If during the performance of the contract you employ subcontractors, the City must pre-approve subcontractors. Use of the “Sub-(Contractors/Consultants/Suppliers) Payments” form (MBD Form-30) must be submitted with every pay application and invoice. Note: Certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors.
- **No Firms were contacted because.** Provide brief explanation why no firms were contacted or solicited.
- **See attached documents.** Check box, if after you have completed the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the form. All DMI data not submitted on the MBD Form-10 must be in the same format and have all requested data from MBD Form-10 included.

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

- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as either Women/Minority Business Enterprise; **“O” = Non-certified others.**
- **Federal ID. FIN.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification and payment of the contractor/subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials** indicate the trade, service, or materials provided by the subcontractor. NIGP codes aka “National Institute of Governmental Purchasing” are listed at top section of document.
- **Contact Method L=letter, F=fax, E=Email, P=Phone.** Indicate with letter the method(s) of soliciting for bid.
- **Quote or Resp. (response) Rec’d (received) Y/N.** Indicate “Y” Yes if you received a quotation or if you received a response to your solicitation. Indicate “N” No if you received no response to your solicitation from the subcontractor. Must keep records: log, ledger, documentation, etc. that can validate/verify.

If additional information is required or you have questions, please contact the Equal Business Opportunity Program - Minority and Small Business Development Office at (813) 274-5522.



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

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

Contract No.: _____ Contract Name: _____
 Company Name: _____ Address: _____
 Federal ID: _____ Phone: _____ Fax: _____ Email: _____

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

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

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

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

No Firms are listed to be utilized because: _____

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

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

S = SLBE W=WMBE O =Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
Federal ID					

Total ALL Subcontract / Supplier Utilization \$ _____
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.

Signed: _____ Name/Title: _____ Date: _____

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



Page 4 of 4 DMI – Solicited/Utilized

Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) to be Utilized Form (Form MBD-20)

This form must be submitted with all bids or proposals. All subcontractors (regardless of ownership or size) projected to be utilized must be included on this form. Note: Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

Contract No. This is the number assigned by the City of Tampa for the bid or proposal.

- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID. FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Subcontracting/consulting (of any kind) will be performed on this contract.** Checking box indicates your business will not use subcontractors when no Subcontract Goal or Participation Plan Requirement was set by the City, but will self-perform all work. When subcontractors are utilized during the performance of the contract, the “Sub-(Contractors/Consultants/Suppliers) Payments” form (MBD Form-30) must be submitted with every pay application and invoice. Note: certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors, including completion and submitting Form-10 and Form-20.
- **No Firms listed To-Be-Utilized.** Check box; provide brief explanation why no firms were retained when a goal or participation plan requirement was set on the contract. Note: mandatory compliance with Good Faith Effort outreach (GFCEP) requirements applies (MBD Form-50) and supporting documentation must accompany the bid.
- **See attached documents.** Check box, if after completing the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the scope/value/percent utilization of subcontractors. Reproduce copies of MBD-20 and attach. All data not submitted on duplicate forms must be in the same format and content as specified in these instructions.

The following instructions are for information of Any and All subcontractors To Be Utilized.

- **Federal ID. FIN.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as Women/Minority Business Enterprise; **“O” = Non-certified others.**
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials (NIGP code if Known)** Indicate the trade, service, or material provided by the subcontractor. Abbreviated list of NIGP is available at <http://www.tampagov.net/mbd> “Information Resources”.
- **Amount of Quote, Letters of Intent** (required for both SLBEs and WMBEs).
- **Percent of Work/Contract.** Indicate the percent of the total contract price the subcontract(s) represent. For CCNA only (i.e. Consultant A/E Services) you must indicate subcontracts as percent of total scope/contract.
- **Total Subcontract/Supplier Utilization.** – Provide total dollar amount of all subcontractors/suppliers projected to be used for the contract. (Dollar amounts may be optional in CCNA depending on solicitation format).
- **Total SLBE Utilization.** Provide total dollar amount for all projected SLBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Total WMBE Utilization.** Provide total dollar amount for all projected WMBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Percent SLBE Utilization.** Total amount allocated to SLBEs divided by the total bid/proposal amount.
- **Percent WMBE Utilization.** Total amount allocated to WMBEs divided by the total bid/proposal amount.

If additional information is required or you have questions, please contact the Equal Business Opportunity Program - Minority and Small Business Development Office at (813) 274-5522.

Procurement Guidelines To Implement Minority & Small Business Participation

Underutilized WMBE Primes by Industry Category

FORMAL PROCUREMENT	Construction	Construction-Related	Professional	Non-Professional	Goods
	Black	Asian	Black	Black	Black
	Hispanic	Native Am.	Hispanic	Asian	Hispanic
	Native Am.	Woman	Asian	Native Am.	Asian
	Woman		Native Am.		Native Am.
			Woman		Woman

Underutilized WMBE Sub-Contractors / Sub-Consultants

SUB WORK	Construction	Construction-Related	Professional	Non-Professional	Goods
	Black	Black	Black	Black	Black
		Asian	Hispanic	Asian	Asian
		Native Am.	Asian	Native Am.	Native Am.
		Woman	Native Am.		Woman
			Woman		

Policy

The Guidelines apply to formal procurements and solicitations. WMBE participation will be narrowly-tailored.

Index

- Black = Black/African-American Business Enterprise
- Hispanic = Hispanic Business Enterprise
- Asian = Asian Business Enterprise
- Native Am. = Native American Business Enterprise
- Woman = Woman Business Enterprise (Caucasian)

Industry Categories

Construction is defined as: new construction, renovation, restoration, maintenance of public improvements and underground utilities.

Construction-Related Services are defined as: architecture, professional engineering, landscape architecture, design build, construction management services, or registered surveying and mapping.

Professional Services are defined as: attorney, accountant, medical doctor, veterinarian, miscellaneous consultant, etc.

Non-Professional Services are defined as: lawn maintenance, painting, janitorial, printing, hauling, security guard, etc.

Goods are defined as: all supplies, materials, pipes, equipment, machinery, appliances, and other commodities.

MBD Form-70

**RFQ TRANSMITTAL MEMORANDUM
FOR A SUBMITTAL TO THE CITY OF TAMPA, FLORIDA**

TRANSMITTAL DATE:

RFQ NO. & TITLE: 22-C-00018 Tampa Police Department and Tampa Fire Rescue Department Training Complex Modernization Design-Build
 TO: Brad L. Baird, P. E., Chairman Selection & Certification Committee (CCNA)
 c/o Contract Administration Department via ContractAdministration@tampagov.net
 306 East Jackson Street, 4th Floor North, Tampa, Florida 33602

SUBMITTER ("Firm") NAME:

FEDERAL TAX ID#:

FIRM TYPE:

- Individual/Sole Proprietor Joint Venture (JV)* Partnership (PN)* Corporation
 Limited Liability Company Other: _____

FIRM CONTACT NAME:

EMAIL:

PHONE:

CERTIFICATIONS: Firm is licensed, permitted, and certified as required to do business in Florida: Yes | No
 License/registration/certification no(s): _____

Per §287.133, Fla. Stat., individuals or entities (including those meeting the §287.133, Fla. Stat. definition of "affiliate") placed on the convicted vendor list ("List") following a conviction for public entity crimes may not submit a bid, proposal, or reply ("Response") on a contract to provide any goods or services to a public entity, may not submit a Response on a contract with a public entity for the repair or construction of a public building or public work, may not submit a Response for leases of real property to a public entity, and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Fla. Stat. for CATEGORY TWO for a period of 36 months from the date of placement on the List. Neither Firm nor its affiliates have been placed on the List: Yes No

Firm's own initial application for employment has criminal history screening practices similar to those contained in Chapter 12, Article VI, Tampa Code (responses, whether "Yes" or "No", are for informational purposes only and will not be used as a basis for award or denial, or for any protest): Yes No

Firm shall comply with all applicable governmental rules & regulations, including the City's Ethics Code (Sec. 2-522, Tampa Code). The City's Charter & Ethics Code prohibit any City employee from receiving any substantial benefit or profit out of any award or obligation entered into with the City, or from having any direct or indirect financial interest in effecting any such award or obligation. If Firm is successful, it shall ensure no City employee receives any such benefit or interest as a result of such award (See Sec.2-514(d), Tampa Code): Yes No

Firm is not in arrears and is not in default upon any obligation to the City of Tampa: Yes No

Firm agrees that if the City of Tampa determines Firm has participated in any collusive, deceptive, or fraudulent practices with regard to this submittal, in addition to any other remedy it may exercise, the City will have the right to debar Firm and deem invalid any contract let under such circumstances: Yes No

Data or material Firm asserts to be exempted from public disclosure under Chapter 119, Fla. Stat., is submitted in a separate, single electronic searchable PDF file labeled with the above RFQ number and the phrase "Confidential Material", which identifies the data/material to be protected, states the reasons the date/material is exempt from public disclosure, and the specific Florida statute allowing such exemption (if "No" or otherwise, then Firm waives any possible or claimed exemption upon submission, effective at opening): Yes No

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN FIRM'S SUBMITTAL BEING DECLARED NON-RESPONSIVE

[SEAL]

Authorized Signature: _____
 Printed Name: _____
 Title: Sole Prop Pres Sr VP Gen Ptnr LLC Auth.Mbr/Mgr
 Other _____ (attach proof of authority)

STATE OF _____
 COUNTY OF _____

The forgoing instrument was sworn (or affirmed) before me before me by means of physical presence or online notarization, this _____ day of _____, 20____ by _____ either in his/her individual capacity or where Firm is an entity as the _____ of _____, on behalf of such entity. He/She is personally known to me OR produced identification. Type of identification produced: _____

[NOTARY SEAL]

Printed Name: _____ Notary Public, State of _____
 My Commission Expires: _____ Commission No: _____

* With submittal or within 10 days thereafter, Firm must provide a signed copy of the complete agreement between all JV/PN members indicating respective roles, responsibilities, and levels of participation.



Exhibit B

Travis Parker
Biltmore Construction
Vice President
t: 727-585-2084
TParker@biltmorefl.com
www.biltmoreconstruction.com
1055 Ponce de Leon Blvd, Belleair, FL 33756

March 17, 2023

Ref: Architectural and Engineering Design Services Agreement for Tampa Police and Fire Rescue Training Complex

Wannemacher Jensen Architects, Inc. (Architect) is pleased to submit this proposal to provide design services to the City of Tampa (Owner) for Biltmore Construction (Client). This proposal is based upon the following assumptions.

Project Description/Information

Location:

116 South 34th Street
Tampa, Florida 33610

Project information, Program and Physical Characteristics:

The City of Tampa has prepared a Design Criteria Package to describe the basic programmatic, operational, and funding conditions (Project Scope) for the Tampa Police and Tampa Fire Rescue Training Complex Modernization Project. This project is conceived to provide Design Build Services required to improve the existing Training Buildings and Complex currently shared by the Public Safety departments.

Overall project development shall consider an achievement of silver equivalency based on LEED AP BD+C latest edition. Equivalency means an analytical confirmation of LEED criteria points and does not mean LEED certification for project.

Owner's Budget for Construction Cost and Delivery Method:

\$13 million. Design-Build with Biltmore Construction.

Architect's scope of work and design fees are based on what can be completed for a construction budget of \$13 million. If the construction budget is increased, the Architect's basic services fees shall be increased proportionally utilizing the DMS Fee Curve.

Scope of Pre-Design Services

Task 1: Programming and Conceptual Design

The Architect will assist the Owner to establish the project goals, program, size and objectives to provide a clear scope of work for the full design and documentation for the Project.

The Architect will:

1. Coordinate and attend a kick-off meeting to discuss and reach an understanding of the Owner's Project requirements.
2. Review the information provided by the Owner.
3. Review the site conditions.
4. Review laws, codes, and regulations applicable to the Project.
5. One day meeting/interview with required user groups.
 - a. It is anticipated that all user group meetings/interview will be completed in a single day
6. Prepare a program of spaces for individual spaces and rooms.
7. Attend up to two meetings with Client/Owner.
8. Assist with developing a conceptual site plan.
9. Provide conceptual floor plan design options for review and selection.

Scope of Basic Services

The Basic Services below consist of the usual and customary Schematic Design, Design Development, Construction Documents, and Permitting/Bidding for architectural, structural, mechanical, electrical, and plumbing engineering services. Services not set forth in the Scope of Basic Services are considered Supplemental Services.

Basic Services does not include the Fire Training Tower. A separate design fee will be provided as an optional service.

Task 2: Schematic Design (30% Documents)

Based upon an Owner provided approved program of spaces, the Architect will prepare Schematic Design Documents for review and approval. The documents will consist of items necessary to convey the nature of the schematic approach, including an architectural site plan, preliminary building plans and other drawings as needed by Architect for Owner review and feedback.

The Architect will:

1. Coordinate and attend up to three progress meeting(s).
2. Prepare one Schematic concept consisting of a site plan, preliminary building plan, sections and elevations required to develop and coordinate the schematic scope of work.
3. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
4. Submit Schematic Design Documents for Owner's review and approval.

Task 3: Design Development (60% Documents)

Based upon the Owner's approval of the Schematic Design Documents, the Architect will prepare Design Development Documents for review and approval. The Design Development Documents will consist of items necessary to illustrate and describe the development of the schematic design,

including building plans, sections, elevations, and diagrammatic layouts of building systems necessary to convey the character of the project.

The Architect will:

1. Coordinate structural, mechanical and electrical systems with engineering design consultants as needed to meet the project requirements.
2. Prepare developed plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems.
3. Coordinate and attend up to two progress meeting(s).
4. Outline specifications that identify the major materials and systems.
5. Submit Design Development Documents for Owner's approval.

Task 4: Construction Documents (90% & 100% Documents)

Based upon the Owner's approval of the Design Development Documents, the Architect will prepare Construction Documents for review and approval. The Construction Documents will illustrate and describe the further development of the approved Design Development Drawings and will consist of detailed Drawings and Specifications that describe requirements for the construction of the work. The Construction Documents will be used for the purpose of bidding, permitting, and construction.

The Architect will:

1. Meet and coordinate systems with engineering design consultants.
2. Coordinate and attend up to two progress meeting(s).
3. Incorporate the design requirements of governmental authorities having jurisdiction over the Project
4. Prepare a set Construction Documents including detailed design plans, detailed building system plans, specifications identifying materials, systems and their respective standard of quality.
5. Submit 90% and 100% Final Construction Documents to Owner

Task 5: Assistance with Permitting/Bidding

Following the submission of the Construction Documents for Owner's approval, the Architect will assist the Client/Contractor with permitting and obtaining bids from subcontractors.

The Architect will:

1. Provide Signed and Sealed document sets for the building permit
2. Respond to questions, provide clarifications, and modify documents as required in response to Permit Review comments
3. Assist the Client/Contractor with preparation and distribution of bid documents.
4. Respond to questions and provide clarifications and interpretations of the Construction Documents to Client/Contractor and prospective subcontractors.

Supplemental Services

The following services are not included in Basic Services but may be required for the Project or requested by the Owner/Client.

Task 6: Geotechnical Engineering

SCOPE OF FIELDWORK

The purpose of this study is to obtain information on the subsurface soil and groundwater conditions within the proposed development. In order to achieve this objective, the following scope of services has been developed based on the scope of work provided in the RFP:

1. Obtain and coordinate the services of a private utility locator to scan our proposed boring locations to confirm utility avoidance/clearance prior to the performance of our borings.
2. Drill and sample four (4) Standard Penetration Test (SPT) borings within the proposed structural footprint(s) extended to approximate depths of 30 feet below the existing ground surface.
3. Drill and sample up to five (5) Standard Penetration Test (SPT) borings within the proposed pavement areas extended to approximate depths of 10 feet below the existing ground surface. Additionally, within one of these borings, one (1) relatively undisturbed soil sample will be collected in a Shelby Tube for laboratory permeability testing.
4. Visually classify and stratify representative soil samples in the laboratory using the Unified Soil Classification System. Conduct a limited laboratory testing program and identify soil conditions at each boring location and form an opinion of the site soil stratigraphy.
5. PSI will locate the borings in the field, based on the site plan provided. PSI will contact the Sunshine State One Call of Florida (One Call) utility locate service prior to performing our soil borings in general accordance with Florida Statutes. At each SPT boring location, PSI will sample nearly continuously for the upper 10 feet, then at 5-foot intervals thereafter. Groundwater levels will be checked at the time of drilling. As called for by local regulations, all SPT borings will be grouted upon completion.

LABORATORY TESTS

Representative soil samples obtained during the field exploration program will be transported to the laboratory for visual classification and to perform a limited number of engineering properties tests. The nature and extent of this laboratory testing program will be dependent upon the subsurface conditions encountered during the field exploration program. We propose a program which may include testing of select samples to evaluate the soil moisture content, plasticity, grain size, and organic content.

Specific laboratory testing for this project will be determined once we have completed the field exploration phase of work, as well as the visual logging and classification of the samples obtained.

REPORT

Upon conclusion of our field exploration and laboratory work, the data will be reviewed by one of our geotechnical engineers and a report will be prepared. The report will include the following:

- A description of the site, fieldwork, laboratory testing, and general soil conditions encountered as well as a boring location plan and individual boring profiles.
- Comments relating to observed geotechnical conditions such as the presence of construction debris, unsuitable materials or organic soils which could impact development.
- Geotechnical recommendations for site preparation, including placement and compaction of fill including a discussion of on-site material for re-use as fill.
- Observed groundwater levels, if encountered; including an estimation of normal seasonal high groundwater levels at the boring locations performed.
- Soil or rock data review/analysis as it relates to the proposed site development.

- Recommendations to support foundation and grade slab design and construction including recommendations for allowable soil bearing capacity, recommended minimum embedment depths and estimated potential total and differential settlements.
- Recommendations for minimum flexible and rigid pavement sections based on our experience with similar developments.
- The result of the permeability test.

An electronic copy of the report will be sent upon completion of our study. Up to two paper copies of the report can be provided upon request.

Task 7: The Surveying - Boundary, Tree and Topographic

Consultant subconsultant will complete field work and prepare a boundary, topographic and tree survey for the above referenced parcel, consisting of approximately 12 acres. This survey will meet or exceed the minimum technical standards as set forth in Florida Administrative Code 5J-17, pursuant to Florida Statutes 472.027. The limits of the survey will be tied to the State Plane Coordinate System for the West Zone of Florida. The Client will be responsible for providing the surveyor with permission to enter upon, and access to the subject property for the execution of said surveying services.

- The topographic survey will consist of locating all above ground improvements located within and adjacent to the parcel boundaries. The limits of the topographic survey will be 25 feet beyond the parcel boundaries on the North, East and South sides, and to the west edge of pavement within S. 34th St. The topographic survey will show buildings, sidewalks, driveways, curb cuts, roadways, storm and sanitary sewer structures, pipe sizes and inverts, above ground features of underground utilities, fences and any other fixed improvements. This proposal does not include any excavation for verification or location of underground utility lines. Additionally, elevations will be obtained on a 50-foot grid, with intermediate spot elevations being obtained to accurately reflect the topography of the land. A minimum of 2 on-site benchmarks will be established with the survey. Elevations will be referenced to the North American Vertical Datum of 1988 (N.A.V.D.'88).
- Individually locate, by size and species, all trees, 4" and up located within the development area. The horizontal position will be determined at a point where the base of the tree meets natural ground. Canopy sizes will not be determined as a part of this survey.
- The Map of Survey will be prepared on an appropriately sized media, at an appropriate scale to show sufficient information. The Map will be prepared referenced to State Plane Coordinates, North American Datum of 1983 (N.A.D. '83). A total of 6 signed and sealed copies, as well as an AutoCAD electronic file, will be provided with this survey.

Task 8: Civil Engineering and Landscape Architecture

PRE-APPLICATION MEETINGS

Consultant will schedule and attend pre-application meetings with the following agencies:

- City of Tampa Department of Development and Growth Management: Consultant will meet with city to discuss permitting requirements, zoning requirements, allowable density and related site issues.
- Southwest Florida Water Management District (SWFWMD) – Consultant will meet with SWFWMD staff to review submittal and specific project design requirements

SITE PLANNING

Consultant will prepare a final site plan integrating the survey and architectural building footprint based on feedback derived from the pre-application meetings and coordination with the Architect.

The site plan shall show existing conditions and preliminary design improvements. This plan will be the basis of design used to prepare the construction plans.

CONSTRUCTION PLANS (BUILDING)

The following engineering design elements and construction plans are required in order to obtain all jurisdictional approvals:

- Cover Sheet – containing owner / consultant info, vicinity maps, permit tables, and other pertinent Information General Notes Sheet mention
- Stormwater Pollution Prevention Plan
- Site and Horizontal Control Plans - This task entails the preparation of a final site plan based on proposed layout information provided by the Architect. The plan contains all applicable site data as well as the design and layout of the proposed roadways and parking lots. The plan will show how the proposed site improvements tie into the existing boundary or other existing features. The plan will also serve as a coordinate control plan for the construction stakeout surveyor.
- Paving, Grading and Drainage Plans - This entails establishing on-site grading for the proposed improvements, and the design of the storm drain collection system. Please note that the stormwater system will be designed utilizing an underground stormwater vault.
- Utility Plan - This entails the preparation of a construction plan detailing the water and sanitary sewer collection systems from existing utility on-site to five feet from the proposed tower building. The design assumes tie-in connection to existing water and wastewater (forcemain) lines within the adjacent rights-of-ways closest to the site. A lift station design is included in this proposal if required.
- Construction Detail Sheets - This task includes the preparation of applicable sheets containing jurisdictional or engineered details for site and utility construction.
- Construction Surface Water Management Plans - This task entails the preparation of an erosion control plan to ensure the containment of sediment during construction and a stormwater pollution prevention plan that conforms to state regulations. Additional erosion control and stormwater pollution prevention measures may be required from what is shown on these plans based on actual field conditions during construction. A demolition plan is also included in this task.
- Landscape Plan - Consultant will prepare and submit a code compliant landscape that satisfies the jurisdictional development codes.
- Irrigation Plan - Consultant will prepare and submit a code compliant irrigation plan that satisfies the jurisdictional development codes.

PERMITTING (BUILDING + SITE PLAN)

Consultant shall prepare and submit to the appropriate agencies and/or municipality the following permit applications. Consultant will prepare the permit application forms and exhibits in accordance with and containing specific technical information required by the agencies/municipality. Unless otherwise noted, each permit task identified herewith includes two (2) RFAI receipt/comment response sequence subsequent to the initial submittal. Comment/response sequences beyond that identified herewith will be provided as an addendum to this Agreement. Should the reviewing agencies/municipality request additional data, reports, studies, etc., considered extraordinary to a standard review process, preparation of such data will be considered an "Additional Service" and Consultant compensated therefore, as the scope of such requests is impossible to predetermine. The following is an itemized list of all permits and approvals required by the jurisdictional agencies involved:

- City of Tampa, Site Construction Plans - In accordance with the local jurisdictional requirements, Consultant will prepare the Construction Document and Landscape Plan permitting application package, including preparation of ancillary support data for submittal to and review by the

jurisdiction. Includes processing of initial submittal of information through the jurisdiction's various departmental reviews.

- City of Tampa Water Department - Consultant will prepare plans and submit permit applications to obtain approval for potential revisions to water and wastewater service on site. All required fees shall be paid by the Owner/Client.
- Southwest Florida Water Management District (SWFWMD) - Based on the proposed improvements, Consultant will prepare and submit a SWFWMD modification permit application for storm water quantity attenuation and quality treatment in accordance with the requirements of SWFWMD.
- Environmental Protection Commission of Hillsborough County (EPC) wastewater - Consultant will prepare and submit permit applications for a sanitary sewer connection.
- Hillsborough County Health Department (HCHD) - Consultant will prepare and submit permit applications for a potable water connection to the public system.

CERTIFICATIONS

- City of Tampa (water and wastewater) - This task includes the review of as-built drawings, one (1) field visit to prepare a punch list and one (1) field visit to confirm that the punch list items listed by both Consultant and the local jurisdiction have been addressed.
- SWFWMD - This task includes review of as-built drawings of the storm water management system, one (1) field visit (may run concurrent with other site visit) and preparation and submittal of the necessary certification forms.
- HCHD - This task includes the review of as-built water plans, pressure tests, one (1) field visit (may run concurrent with other site visit) and the preparation and submittal of the necessary certification forms.
- EPC - This task includes the review of as-built sanitary sewer plans, leakage tests, one (1) field visit (may run concurrent with other site visit) and the preparation and submittal of the necessary certification forms. This task is only applicable to the phase one portion of the sanitary sewer system.
- Documentation: Project observation logs and/ or punch lists documenting field reviews (during engineering and/ or landscape certification visits) and outlining any deficiencies that require corrective action to comply with the approved plans will be issued following all site reviews.

PROJECT COORDINATION

Consultant services shall include coordination meetings (web and/ or teleconference) with the key stakeholders of the project to include the Client, design team and municipal staff as applicable. This task includes project coordination and three (3) meetings.

WEEKLY PROJECT MEETINGS

Consultant will participate in a bi-weekly design team web meeting to review the project status and relevant issues. Our scope includes (24) twenty-four meetings.

Task 9: Phase 1 Environmental Site Assessment

1. RECORDS REVIEW

- 1.1 Review standard ASTM Federal CERCLIS, FINDS, NPL, RCRIS, SETS, RAATS, TRIS and USGS lists. Review State of Florida STI, ERNS, UST and LUST lists.
- 1.2 Review available county historical and current aerials photographs to determine the past land usage of the subject property and adjacent areas.
- 1.3 Review Local Environmental Records if necessary, to supplement the above referenced records review.

2. SITE RECONNAISSANCE

- 2.1 Conduct a site inspection of the subject property for the likelihood of identifying any recognized environmental conditions as set forth in the standards of a typical Phase I E.S.A. (ASTM E 1527-13).
- 2.2 Conduct a site inspection of the adjoining properties for the likelihood of identifying any recognized environmental conditions as set forth in the standards of a typical Phase I E.S.A. (ASTM E 1527-13)
- 2.3 Determine prior and current usage of the subject property and the adjacent properties.
- 2.4 Review the topographic conditions of the property to the extent of visually or physically observable or determine from interviews, as well as topographical mapping.
- 2.5 Review records and site for consideration of the presence or absence of vapor migration per the standards definition with CERCLA and AAI definitions of releases to the environment. This practice does not include any testing or sampling of materials (for example, soil, water, air, building material).
- 2.6 Review current land use and on site uses of petroleum products, pesticides and other hazardous chemicals.

3. INTERVIEWS

- 3.1 Interviews with past and present owner(s) and current occupant(s) of the property.
- 3.2 Interviews with local/state governmental officials to obtain information pertaining to recognized environmental conditions in connection with the subject property and/or the adjoining property which will be conducted if the records review warrants this type of interview.

4. EVALUATION AND REPORT

- 4.1. Evaluate all the data collected and prepare a report delineating the findings of the investigation with any recommendations for any Phase II testing or research.
- 4.2 This project's cost includes one electronic deliverable report.

Task 10: AV/IT/Security Coordination

Design and Coordination with City of Tampa IT Staff, Design Specifications and Equipment Selection for implementation of City of Tampa's Low Voltage Design/Systems Requirements for Low Voltage Systems such as Phone/Data, Fire Alarm, Alert System, Security and Accessibility, for Owner Selected/Specified Systems.

Task 11: Interior Design and Furniture Selection Assistance

Interior design applies creative and technical solutions within a structure to achieve a built interior environment. Designs are coordinated with the building shell and acknowledge the physical location and social context of the project finishes. The interior design process follows a systematic and coordinated methodology, including research, analysis and integration of knowledge into the specification process.

The Interior Designer will:

- Formulate preliminary space plans, design concept studies and sketches that integrate the Owner's program needs.
- Attend up to four (4) meetings with the Architect and Owner
- Survey existing furniture and equipment if needed
- Prepare furniture plans and drawings to assist with placement and installation.
- Research materials applicable to the Project.

- Provide recommendation for interior finish selections (color/material) and specifications
- Design and documentation of custom casework/millwork to include elevations, sections, detailing and selection of decorative hardware.
- Provide recommendation for specialty lighting fixtures
- Formulation of a reflected ceiling plan to illustrate specialty ceiling materials, finishes and lighting recommendations.
- Select and document interior signage.
- Present design vision inclusive of material selections and color palettes.
- Construction Documentation: Prepare finish plans, interior elevations, detailing, finish schedules and legends to illustrate specialty materials and finishes.
- Provide recommendations for all room finishes, including flooring, paint, wallcovering, wall base, millwork, furniture, window blinds, etc.
- Observe and report on the construction of the project, while in progress and upon completion, as it pertains to the interior scope listed within this task.

The City will have the final decision on the interior materials selections and furniture.

Task 12: Site Electrical/Lighting

Electrical/Lighting design for site elements such as parking areas.

Task 13: Fire Protection Design

Fire protection engineering documents will define the work to be done by a delegated engineer in accordance with Florida Administrative Code (FAC). The fire protection contract documents will identify the Fire Protection Systems Engineer of Record who will (a) provide design requirements as part of the contract documents for use by the delegated engineer and (b) will review the design documents prepared by the delegated engineer for conformance with the Engineer of Record's written instructions. All Fire Protection Delegated Engineering Documents will be included in the final set of documents filed for permit. Consultant will include coordination of the reflected ceiling plan with sprinklers, lighting and air distribution systems in preparing the fire protection engineering documents.

Task 14: LEED Design (No Certification)

The Architect and MEP Engineer will assist with analyzing and implementing LEED Silver criteria for the Project. Services include:

1. Research and design for optimizing orientation, shading and glazing areas.
2. Daylighting simulation for optimizing natural lighting. Analyze lighting controls and views analysis.
3. Optimizing energy efficiency of the envelope, lighting systems, and HVAC systems.
4. Integration of green building systems into the project (i.e. solar panels, EV charging stations, etc.)
5. Review appropriateness of sustainable design strategies in relation to community infrastructure, site layout, water conservation, energy efficiency, resource efficiency, and indoor environmental quality.
6. Perform compliance review of materials, products, and finishes, which are often affected by LEED requirements.
7. Constructing an energy model for the project to compare to the baseline code requirements.

This scope and fee does not include formal certification. If the City wishes to certify the Projects, an additional fee will be required.

Task 15: Asbestos and Lead Survey

1.1. Conduct a NESHAP Renovation Asbestos survey of the property listed above in preparation for complete renovation of the building. This survey will include roof samples, these are core samples that will penetrate all the way through the roofing system. OHC may contract a roofing contractor to repair the roof or the owner may subcontract that directly.

1.2. OHC will conduct a thorough asbestos NESHAP inspection of all suspect materials within the affected areas of the structures.

1.3. OHC will document the existing condition of the ACM and potential for future damage in accordance with AHERA;

1.4. CONSULTANT will document the location and quantity of each homogenous area within the building;

1.5. CONSULTANT will collect photographic documentation of each homogenous area tested;

1.6. CONSULTANT will prepare floor diagrams indicating the location of each sample collected;

Lead Paint Inspection

1.7. CONSULTANT will perform a LBP inspection following a modified HUD protocol using paint chip sampling as needed. CONSULTANT will sample the deteriorated paint in the warehouse area.

1.8. CONSULTANT will prepare a comprehensive report with the findings of the asbestos and LBP and Lead containing paint inspection.

Task 16: Phased Design Documents

Due to FEMA renovation requirements, the design will need to be phased for design and construction. Based on the appraisal and construction estimates, the full design will need to be broken down into phased drawings for permitting and construction. This scope and fee assumes that no more than four (4) phases will be required.

Task 17: Public/Commission Meetings or Presentations

WJA will attend up to two Public or Commission Meetings/Presentations.

Task 18: Photorealistic Renderings

The Architect will provide up to three (3) photorealistic renderings of the proposed design for Client's use.

PROPOSED FEES:

The following is a summary of the total fees for all services listed above.

Task	Pre-Design Services	Total Fee
Task 1	Programming and Conceptual Design	\$13,200
	Sub-Total	\$13,200
Task	Basic Services	Total Fee
Task 2	Schematic Design	\$150,523
Task 3	Design Development	\$250,872
Task 4	Construction Documents	\$381,326
Task 5	Assistance with Permitting/Bidding	\$20,070
	Sub-Total	\$802,791
Task	Supplemental Services	Total Fee
Task 6	Geotechnical Engineering	\$9,488
Task 7	Surveying - Boundary, Tree and Topographic	\$20,539
Task 8	Civil Engineering and Landscape Architecture	\$149,615
Task 9	Phase 1 Environmental Site Assessment	\$5,020
Task 10	AV/IT/Security Coordination	\$28,175
Task 11	Interior Design and Furniture Selection Assistance	\$30,000
Task 12	Site Electrical/Lighting	\$25,000
Task 13	Fire Protection Design	\$30,000
Task 14	LEED Design (No Certification)	\$60,000
Task 15	Asbestos Survey	\$7,452
Task 16	Phased Design Documents (\$18,700 per phase)	\$74,800
Task 17	Public/Commission Meetings or Presentations (\$2,640 each)	\$5,280
Task 18	Photorealistic Renderings (\$2,000 each)	\$6,000
	Sub-Total	\$451,369
Total Basic and Supplemental Design Services		\$1,267,360
	Allowances	
	Estimated Reimbursable Expenses	\$20,000
	Recommended Design Contingency	\$40,000

The Basic Services fee is based on the State of Florida's Department of Management Services Fee Curve utilizing a Construction Budget of \$13,000,000 at 7.72% (Complexity C – Renovations). If the Owner's Construction Budget is increased, the Architect's Basic Services shall be recalculated based on the most recent budget amount.

20% of the DMS Fee Curve total is removed for Construction Administration. This scope and fee will be added to the GMP.

Reimbursable Expenses (Allowance)

Reimbursable expenses are in addition to compensation for Basic and Supplemental, and Additional Services and include expenses incurred by the design team directly related to the Project. Compensation for reimbursable expenses shall be the cost of expenses incurred plus 10%. Reimbursable expenses include but are not limited to:

1. Printing and Plotting costs incurred by the A/E Design Team for review, team distribution, and Bid & Permit Documents.
2. Courier, Mail and Delivery.
3. Transportation and travel
4. Presentation materials
5. Other similar Project-related expenditures

The Reimbursable Expenses is an estimate and may not cover all reimbursable expenses necessary to either meet the Owner's or Project's needs. Contrarily, the full estimated amount may not be required. Unused reimbursable expense allowance will not be billed to the Client.

Design Contingency (Allowance)

During the course of the project, the Owner or Architect may identify Additional Services required which are necessary to either complete or enhance the overall project. If Additional Services are identified during the course of this project, the Architect will prepare a detailed work scope and fee to perform the Additional Services. Once the Owner and the Architect have agreed on the scope and fee, the Architect will submit a Request for the Client's approval for the Additional Services under Design Contingency.

The Design Contingency is an estimate and may not cover all the additional services identified throughout the project which are necessary to either complete or enhance the overall project. Also, all funds within Design Contingency may not be required. Unused Design Contingency will not be billed to the Client.

The Following Services Are Not Included Within This Fee:

- Construction Administration – To be added at GMP
- Appraisal – Owner will need to provide for FEMA renovation requirements
- Training Tower Design
- Application fees and fees paid to secure approval from authorities with jurisdiction over the Project
- Lightning Protection or Emergency Generator
- Feasibility Studies/ Analysis
- Master Planning
- Multiple Preliminary Designs
- SUE Survey
- Measured Drawings of Existing Facilities - Owner will need to provide
- Asbestos Consultation/Surveys
- Historic Preservation
- Grant Assistance or Applications
- Development/Neighborhood/Board Review Applications or Presentations
- Traffic Analysis

- Existing Site Utility Infrastructure Improvements
- Specialty Design/Consultants: Cost/Scheduling; Elevator; Food Service; Hazardous Material; Hospital/Laboratory; Indoor Air Quality; Quality Control; Theater/Acoustical
- Coordination of Client's Consultants
- Life Cycle Cost and/or Energy (FLEET) Analysis
- LEED or similar Green Design Consultation or Certification
- Custom Graphic and Signage Design
- Detailed Cost Estimates – Contractor provided.
- Value Analysis Study
- Revisions to Documents for Value Engineering
- Documents Prepared for: Alternate Bids Requested by Client, Change Orders, Multiple Construction Contracts, Record Documents/As-Builts
- Prolonged Construction Contract Administration Services
- Construction Phasing or Multiple Bid Submissions
- Threshold Inspections
- Project Representation During Construction Beyond periodic inspection
- Additional Construction Contract Administration Services for Multiple Contracts
- Building Commissioning and Training Services
- Post Occupancy Inspections/ Evaluations
- Models/Videos
- Changes to Scope, Size or Complexity
- Revisions to Previously Approved Documents
- Client requested insurance in excess of that normally carried by the Architect or Architect's Consultants

Thanks for the opportunity to propose services for your project.

Wannemacher Jensen Architects, Inc.



Jason Jensen, AIA, LEED AP, Principal

Pursuant to Florida State Statute 558.0035, an individual employee or agent of the Design Professional may not be held individually liable for negligence.

MIMS CONSTRUCTION PRE-CON



Role	Individual	Hourly Rate	Hours	Fee
WMBE Project Director	Lyndell Mims	\$ 173.00	120	\$ 20,760.00
Comm. Liason/ Outreach Coord.	Yolanda Amos	\$ 139.00	60	\$ 8,340.00
Additional Cost				
Misc.: Advertising, Marketing				\$ 5,000.00
(2) Outreach events				\$ 6,000.00
Total	Months	\$ 312.00	180	\$ 40,100.00
				\$



Exhibit C

February 21, 2023

RE: 22-C-00018 Tampa Police and Fire Rescue Training Complex

Biltmore Preconstruction Services Fee	\$171,860.00
WDA Design Services	\$1,327,360.00
MIMS Construction W/MBE Preconstruction Fee	\$40,100.00
Preconstruction & Design Total Fee	\$1,539,320.00

Our goal is always to protect your investment and give you the best value for your money. Thank you for putting your trust in Biltmore Construction.

Sincerely,

A handwritten signature in black ink, appearing to read 'Travis Parker', written over a horizontal line.

Travis Parker
COO, Vice President

Exhibit D

CITY OF TAMPA INSURANCE REQUIREMENTS

Prior to commencing any work or services or taking occupancy under that certain written agreement or award (for purposes of this document, Agreement) between the City of Tampa, Florida (City) and Firm/Awardee/Contractor/Consultant/Lessee/non-City party, etc. (for purposes of this document, Firm) to which this document is attached and incorporated as an Exhibit or otherwise, and continuing during the term of said Agreement (or longer if the Agreement and/or this document so requires), Firm shall provide, pay for, and maintain insurance against claims for injuries to persons (including death) or damages to property which may arise from or in connection with the performance of the Agreement (including without limitation occupancy and/or use of certain property/premises) by Firm, its agents, representatives, employees, suppliers, subtenants, or subcontractors (which term includes sub-consultants, as applicable) of any tier subject to the terms and conditions of this document. Firm's maintenance of insurance coverage as required herein is a material element of the Agreement and the failure to maintain or renew coverage or provide evidence of same (defined to include without limitation Firm's affirmative duty to provide from time to time upon City's request certificates of insurance, complete and certified copies of Firm's insurance policies, forms, and endorsements, information on the amount of claims payments or reserves chargeable to the aggregate amount of coverage(s) whether during the term of the Agreement or after as may be requested by the City in response to an issue or potential claim arising out of or related to the Agreement to which Firm's insurance obligations hereunder may apply or possibly help mitigate) may be treated as a material breach of the Agreement. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without any obligation or waiver of its rights) may (i) terminate the Agreement or (ii) purchase such coverages as City deems necessary to protect the itself (charging Firm for same) and at City's option suspending Firm's performance until such coverage is in place. If Firm does not reimburse City for such costs within 10 days after demand, in addition to any other rights, City shall also have the right to offset such costs from amounts due Firm under any agreement with the City. All provisions intended to survive or to be performed subsequent to the expiration or termination of the Agreement shall survive, including without limitation Firm's obligation to maintain or renew coverage, provide evidence of coverage and certified copies of policies, etc. upon City's request and/or in response to a potential claim, litigation, etc.

The City reserves the right from time to time to modify or waive any or all of these insurance requirements (or to reject policies) based on the specific nature of goods/services to be provided, nature of the risk, prior experience, insurer, coverage, financial condition, failure to operate legally, or other special circumstances. If Firm maintains broader coverage and/or higher limits than the minimums shown herein, the City requires and shall be entitled to such broader coverage and/or higher limits maintained by Firm. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City. No representation is made that the minimum insurance requirements are sufficient to cover Firm's interests, liabilities, or obligations. Required insurance shall not limit Firm's liability.

Firm acknowledges and agrees Firm and not the City is the party in the best position to determine applicability (e.g. "IF APPLICABLE"), confirm, and/or verify its insurance coverage. Acceptance by the City, or by any of its employees, representatives, agents, etc. of certificates or other documentation of insurance or policies pursuant to the terms of this document and the Agreement evidencing insurance coverages and limits does not constitute approval or agreement that the insurance requirements have been met or that coverages or policies are in compliance. Furthermore, receipt, acceptance, and/or approval of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its employees, representatives, agents, etc., which indicate less coverage than required does not constitute a waiver of Firm's obligation to fulfill these insurance requirements.

MINIMUM SCOPE AND LIMIT OF INSURANCE ¹

- A. Commercial General Liability (CGL) Insurance on the most current Insurance Services Office (ISO) Form CG 00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily, personal and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and completed operations liability coverage maintained for at least 3 years after completion of work. Limits shall not be less than \$1M per occurrence and \$2M general aggregate for Agreements valued at \$2M or less; if valued over \$2M, a general aggregate limit that equals or exceeds the Agreement's value. If a general aggregate limit applies, it shall apply separately to the project/location (ISO CG 25 03 or 25 04 or equivalent). **(ALWAYS APPLICABLE)**
- B. Automobile Liability (AL) Insurance in accordance with Florida law, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. AL insurance shall not be less than: (a) \$500,000 combined single limit each occurrence bodily injury and property damage for Agreements valued at \$100,000 or less or (b) \$1M combined single limit each occurrence bodily injury and property damage for Agreements valued over \$100,000. If transportation of hazardous material involved, the MCS-90 endorsement (or equivalent). **(ALWAYS APPLICABLE)**
- C. Worker's Compensation (WC) & Employer's Liability Insurance for all employees engaged under the Agreement, Worker's Compensation as required by Florida law. Employer's Liability with minimum limits of (a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for Agreements valued at \$100,000 and under or (b) \$1M bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each for all other Agreements. **(ALWAYS APPLICABLE)**
- D. Excess (Umbrella) Liability Insurance for Agreements valued at \$2M or more, at least \$4M per occurrence in excess of underlying limits and no more restrictive than underlying coverage for all work performed by Firm. May also compensate for a deficiency in CGL, AL, or WC. **(ALWAYS APPLICABLE)**
- E. Builder's Risk Insurance for property loss exposure associated with construction/renovation/additions to buildings or structures, including materials or fixtures to be incorporated. Must be "All Risk" form with limits of no less than the project's completed value, have no coinsurance penalties, eliminate the "occupancy clause", cover Firm (together with its contractors, subcontractors of every tier, and suppliers), and name City as a Loss Payee. **(IF APPLICABLE)**
- F. Installation Floater coverage for property (usually highly valued equipment or materials such as compressors, generators, etc.) during its installation. Coverage must be "All Risk" including installation and transit for no less than 100% of the installed replacement cost value. **(IF APPLICABLE)**
- G. Architects & Engineers Liability/ Professional Liability (E&O)/ Contractors Professional Liability (CPrL)/ Medical Malpractice Insurance where Agreement involves Florida-regulated professional services (e.g. architect, engineer, design-builder, CM, accountant, appraiser, investment banker medical professional) at any tier, whether employed or independent, vicarious design liability exposure (e.g. construction means & methods, design supervision), value engineering, constructability assessments/reviews, BIM process, and/or performance specifications. Limits of at least \$1M per occurrence and \$2M aggregate; deletion of design/ build liability exclusions, as applicable, and maintained for at least 3 years after completion of work/services and City's acceptance of same. **(IF APPLICABLE)**
- H. Railroad Protective Liability (RPL) Insurance for construction within 50ft of operated railroad track(s) or where affects any railroad bridge, trestle, tunnel, track(s) roadbed, or over/under pass. Subject to involved rail road's approval prior to commencement of work. **(IF APPLICABLE)**
- I. Pollution and/or Asbestos Legal Liability Insurance where Agreement involves asbestos and/or environmental hazards/contamination risks (defined broadly, e.g. lead, mold, bacteria, fuel storage, underground work, cleanup (owned or non-owned sites), pollutant generation/transportation, marine/natural resource damage, contamination claim, restitution, business interruption, mold, fungus, lead-based paint, 3rd party claims/removal, etc.), with limits of at least \$1M per occurrence and \$2M aggregate, maintained for at least 3 years after Agreement completion. **(IF APPLICABLE)**
- J. Cyber Liability Insurance where Agreement involves portals allowing access to obtain, use, or store data; managed dedicated servers; cloud hosting services; software/hardware; programming; and/or other IT services

¹ "M" indicates million(s). for example \$1M is \$1,000,000

and products are involved. Limits of not less than \$2M per occurrence and \$2M aggregate. Coverage sufficiently broad to respond to duties and obligations undertaken by Firm, and shall include, but not be limited to, claims involving infringement of intellectual property/copyright, trademark, trade dress, invasion of privacy violations, damage to or destruction of electronic information, information theft, release of confidential and/or private information, alteration of electronic information, extortion, virus transmission, and network security. Coverage, as applicable and with sufficient limits to respond, for breach response costs, regulatory fines and penalties, credit monitoring expenses. **(IF APPLICABLE)**

K. Drone/UAV Liability Insurance where Agreements Involves unmanned aerial vehicles/drones. Coverage to include products and completed operations, property damage, bodily injury with limits no less than \$1M per occurrence, and \$2M aggregate; may be provided by CGL endorsement subject to City's prior written approval. **(IF APPLICABLE)**

L. Longshore & Harbor Workers' Compensation Act/Jones Act for work being conducted near, above, or on "navigable waters" for not less than the above Employer's Liability Insurance limit. **(IF APPLICABLE)**

M. Garagekeeper/Hangarkeeper/Marina Operator Legal Liability Insurance and/or Hull/P&I Insurance where parking lot, valet, dealership, garage services, towing, etc. and/or operation of a hangar, marina, or air

plane/ship repairer, providing safe berth, air/watercraft storage/docking (on land/ in water), fueling, tours, charters, ferries, dredges, tugs, mooring, towing, boat/aircraft equipment/repair/alteration/maintenance, etc.; coverage against liability for damage to vehicles air/watercraft, their machinery in Firm's care, custody, or control both private & commercial. Limits at least equal to greater of \$1M, value of max number of vehicles that may be in Firm's custody, or of most costly object in Firm's custody. **(IF APPLICABLE)**

N. Property Insurance and Interruption of Business (IOB) Insurance where premises, building, structure, or improved real property is leased, licensed, or otherwise occupied by Firm. Property Insurance against all risks of loss to any occupant/tenant improvements at full replacement cost with no coinsurance penalty, including fire, water, leak damage, and flood, as applicable, vandalism and malicious mischief endorsements. IOB by which minimum monthly rent will be paid to City for up to 1 year if premises are destroyed, rendered inaccessible or untenable, including disruption of utilities, water, or telecommunications. **(IF APPLICABLE)**

O. Liquor Liability/Host Liquor Liability where Firm directly or indirectly provides alcoholic beverages, limits of at least \$1M per occurrence and \$1M aggregate. **(IF APPLICABLE)**

P. Educators Legal Liability Insurance where day care, after school program, recreational activities, etc. limits per G above. **(IF APPLICABLE)**

ADDITIONAL REQUIREMENTS

ACCEPTABILITY OF INSURERS - Insurance is to be placed with insurers admitted in the State of Florida and who have a current A.M. Best rating of no less than **A-:VII** or, if not rated by A.M. Best, as otherwise approved by the City in advance and in writing.

ADDITIONAL INSURED - **City, its elected officials, departments, officers, officials, employees, and volunteers together with, as applicable, any associated lender of the City shall be covered as additional insureds on all liability coverage** (e.g. CGL, AL, and Excess (Umbrella) Liability) as to liability arising out of work or operations performed by or on behalf of Firm including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Firm. Coverage can be provided in the form of an endorsement to Firm's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 10 20, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 if later revisions used).

CANCELLATION/NON-RENEWAL - Each insurance policy shall provide that at least 30 days written notice must be given to City of any cancellation, intent to non-renew, or material reduction in coverage (except aggregate liability limits) and at least 10 days' notice for non-payment of premium. Firm shall also have an independent duty to notify City in like manner, within 5 business days of Firm's receipt from its insurer of any notices of same. If any policy's aggregate limit is reduced, Firm shall directly take steps to have it reinstated. Notice and proof of renewal/continued coverage/certifications, etc. shall be sent to the City's notice (or Award contact) address as stated in the Agreement with a copy to the following:

- Contract Administration Department, 306 E Jackson St, Tampa, FL 33602 Purchasing Department, 306 E Jackson Street, Tampa, FL 33602
 Other: _____

CERTIFICATE OF INSURANCE (COI) - to be provided to City by insurance carrier prior to Firm beginning any work/services or taking occupancy and, if the insurance expires prior to completion of the work or services or Agreement term (as may be extended), a renewal COI at least 30 days before expiration to the above address(es). COIs shall specifically identify the Agreement and its subject (project, lease, etc.), shall be sufficiently comprehensive to insure City (named as additional insured) and Firm and to certify that coverage extends to subcontractors' acts or omissions, and as to permit the City to determine the required coverages are in place without the responsibility of examining individual policies. **Certificate Holder must be The City of Tampa, Florida.**

CLAIMS MADE - If any liability insurance is issued on a claims made form, Firm agrees to maintain such coverage uninterrupted for at least 3 years following completion and acceptance of the work either through purchase of an extended reporting provision or purchase of successive renewals. The Retroactive Date must be shown and be a date not later than the earlier of the Agreement date or the date performance/occupancy began thereunder.

DEDUCTIBLES/ SELF-INSURED RETENTIONS (SIR) - must be disclosed to City and, if over \$500,000, approved by the City in advance and in writing, including at City's option being guaranteed, reduced, or eliminated (additionally if a SIR provides a financial guarantee guaranteeing payment of losses and related investigations, claim administration, and defense expenses). Firm shall be fully responsible for any deductible or SIR (without limiting the foregoing a policy with a SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the City or named insured). In the event of loss which would have been covered but for a deductible or SIR, City may withhold from any payment due Firm, under any agreement with the City, an amount equal to same to cover such loss should full recovery not be obtained under the policy.

PERFORMANCE - All insurance policies shall be fully performable in Hillsborough County, Florida (the County), and construed in accordance with Florida law. Further, all insurance policies must expressly state that the insurance company will accept service of process in the County and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court of the County.

PRIMARY POLICIES - Firm's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as to the City, its elected officials, departments, officers, employees, and volunteers. Any insurance or self-insurance maintained by the City, its elected officials, departments, officers, employees, and volunteers shall be excess of the Firm's insurance and shall not contribute with it.

SUBCONTRACTORS/INDEPENDENT ASSOCIATES/CONSULTANTS/SUBTENANTS/SUBLICENSEE - **Firm shall require and verify that all such entities maintain insurance meeting all requirements stated herein with the City as an additional insured** by endorsement (ISO FORM CG 20 38, or broader) or otherwise include such entities within Firm's insurance policies. Upon City's request, Firm shall furnish complete and certified copies of copies of such entities' insurance policies, forms, and endorsements.

SUBCONTRACTOR DEFAULT INSURANCE, CONTROLLED INSURANCE PROGRAM, WRAP-UP. Use requires express prior written consent of City Risk Manager.

UNAVAILABILITY - To the fullest extent permitted by law, if Firm is out of business or otherwise unavailable at the time a claim is presented to City, Firm hereby assigns to the City all of its right, title and interest (but not any liabilities or obligations) under any applicable policies of insurance.

WAIVER OF SUBROGATION - With regard to any policy of insurance that would pay third party losses, Firm hereby grants City a waiver of any right to subrogation which any insurer of Firm may acquire against the City by virtue of the payment of any loss under such insurance. Firm agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

WAIVER/RELEASE AGREEMENT - Where Firm has a defined group of persons who might be exposed to harm (e.g. participants in an athletic event/program, volunteers) any waiver or release agreement used by Firm whereby such persons (and their parent/guardian as applicable) discharge Firm from claims and liabilities, shall include the City, its elected officials, departments, officers, officials, employees, and volunteers to the same extent as Firm.

EXHIBIT E

GMP Exhibit

Tampa's Equal Business Opportunity Program Procedures for GMP Contracts

- The City of Tampa's Equal Business Opportunity Program (EBO) requires setting a construction subcontract goal on each GMP under the CM /or D-Build delivery system.
- Prior to the time construction subcontract goals are set, the Construction Manager (CM) or the Design-Builder (D-B) provides information on subcontract packages planned for the construction phase(s) and their sequencing.
(Ref: use Detailed GMP Estimate and MBD Form-80 PTW)
- The CM (or D-B) participates in a meeting wherein the City will establish narrowly-tailored project goals for SLBE and/or W/MBE subcontractor participation on the project.
(Ref: use MBD Form-70)
- For each subcontracting package to be bid, the CM (or D-B) confirms with the MBD Office, the City's minimum contact list of available SLBE and/or W/MBE firms to be solicited. Note: strategic, extensive outreach is the CM/DB's responsibility (i.e. GFCEP)
(Ref: use Minimum Contact List provided w/final Project EBO Determination Goal)
- The CM (or D-B) documents the notification of **all** potential subcontractors, including the SLBE or W/MBE firms identified above, i.e. minimum contact list of certified firms.
(Ref: use DMI 10-20 for construction phase Solicitation/Utilization outcomes)
- 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.
(Ref: use MBD Form-50 GFCEP outreach w/documentation)
- 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. **(Ref: Reaffirm EBO Outreach)**
- 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 and MBD with copy of executed agreement or purchase order as documentation. **(Ref: use MBD Form-40 LOIs execute "Letters-of-Intent")**
- 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.
(Ref: use #1-DMI 30 Form w/Pay Applications; #2-Prime & Subs must log into Diversity Mgt. Compliance System to report payment activity)



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

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

Contract No.: 22-C-00018 Contract Name: Tampa Police Department and Tampa Fire Rescue Department Training Complex Modernization
Company Name: Biltmore Construction Co., Inc. Address: 1055 Ponce de Leon Blvd., Belleair FL 33756
Federal ID: 59-0720349 Phone: (727) 585-2084 Fax: (727) 585-2088 Email: tparker@biltmorefl.com

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

No Firms were contacted or solicited for this contract.

No Firms were contacted because: _____

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

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

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

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
O	Wannemacher Jensen Architects, Inc. 132 Mirror Lake Dr N., Unit 301, St. Petersburg, FL 33701 727-822-5566 Fax: N/A jason@wjarc.com	CM	906	E / P	Y
59-3150693					
WMBE	VoltAir, Inc. 6005 Benjamin Road, Suite A, Tampa, FL 33634 813-867-4899 Fax: N/A jdavis@voltairinc.com	BM	925	E	Y
20-4452969					
S, W	Master Consulting Engineers, Inc. 5523 W. Cypress St., Suite 200, Tampa, FL 33607 813-287-3600 Fax: 813-287-3622 marketing@mcengineers.com	HM	925	E / P	Y
59-3614371					
S	Kempton-Rinard, Inc. 3242 Henderson Blvd, Suite 200, Tampa, FL 33609 813-258-0066 Fax: N/A TKempton@KRFlorida.com	CM	906/925	E / P	Y
59-3213809					
S, W	Meryman Environmental, Inc. 10408 Bloomingdale Ave Riverview, FL 33569 813-626-9551 Fax: 813-623-6613 dale.meryman@merymanenvironmental.com	HM	925	E	Y
59-2726972					
O	Biltmore Construction Co., Inc. 1055 Ponce de Leon Blvd., Belleair FL 33712 727-585-2084 Fax: 727-585-2088 tparker@biltmorefl.com	CM	912	E/P	Y
59-0720349					
W	Mims Construction PO Box 681554, Orlando FL 32868-1554 407-298-6936 Fax: 407-290-1217 lyndell@cs.com	BF	912	E/P	y
86-1988812					

It is hereby certified that the information provided is an accurate and true account of contacts and solicitations for sub-contracting opportunities on this contract.

Signed: _____ Name/Title: _____ Date: _____

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

Forms must be included with Bid / Proposal



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

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

Contract No.: 22-C-00018 Contract Name: Tampa Police Department and Tampa Fire Rescue Department Training Complex Modernization
Company Name: Biltmore Construction Co., Inc. Address: 1055 Ponce de Leon Blvd, Belleair FL 33756
Federal ID: 59-0720349 Phone: (727) 585-2084 Fax: (727) 585-2088 Email: tparker@biltmorefl.com

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

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

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

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

No Firms are listed to be utilized because: _____

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

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

S = SLBE W=WMBE O =Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
O	Wannemacher Jensen Architects, Inc. 132 Mirror Lake Dr N., Unit 301, St. Petersburg, FL 33701 727-822-5566 Fax: N/A jason@wjarc.com	CM	906	TBD	48%
59-3150693					
WMBE	VoltAir, Inc. 6005 Benjamin Road, Suite A, Tampa, FL 33634 813-867-4899 Fax: N/A jdavis@voltairinc.com	BM	925	TBD	17%
20-4452969					
S, W	Master Consulting Engineers, Inc. 5523 W. Cypress St., Suite 200, Tampa, FL 33607 813-287-3600 Fax: 813-287-3622 marketing@mcengineers.com	HM	925	TBD	9%
59-3614371					
S,W	Meryman Environmental, Inc. 10408 Bloomingdale Ave Riverview, FL 33569 813-626-9551 Fax: 813-623-6613 dale.meryman@merymanenvironmental.com	HM	925	TBD	4.5%
59-2726972					
S	Kempton-Rinard, Inc. 3242 Henderson Blvd, Suite 200, Tampa, FL 33609 813-258-0066 Fax: N/A TKempton@KRFlorida.com	CM	906/925	TBD	9%
59-3213809					
O	Biltmore Construction Co., Inc. 1055 Ponce de Leon Blvd., Belleair FL 33756 727-585-2084 Fax: 727-585-2088 tparker@biltmorefl.com	CM	912	\$171,860	10%
59-0720349					
W	Mims Construction PO Box 681554, Orlando FL 32868-1554 407-298-6936 Fax: 407-290-1217 lyndell@cs.com	BF	912	\$40,100	2.5%
86-1988812					

Total ALL Subcontract / Supplier Utilization \$ 1,642,890

Total SLBE Utilization \$ 147,957 (estimated)

Total WMBE Utilization \$ 542,154 (estimated)

Percent SLBE Utilization of Total Bid/Proposal Amt. 9 % Percent WMBE Utilization of Total Bid/Proposal Amt. 33 %

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

Signed: _____ Name/Title: _____ Date: _____

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

Forms must be included with Bid / Proposal