

Agmt
Bid

RESOLUTION NO. 2015-722

A RESOLUTION APPROVING AN AGREEMENT FOR DESIGN-BUILD SERVICES IN THE AMOUNT OF \$1,250,056 BETWEEN THE CITY OF TAMPA AND DPR CONSTRUCTION, IN CONNECTION WITH CONTRACT NO. 15-C-00027; HANNA AVENUE MUNICIPAL BUILDING RENOVATIONS – DESIGN-BUILD; AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE.

WHEREAS, via the competitive selection process in accordance with Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act and consistent with Federal procurement policies, the City of Tampa (CITY) selected DPR Construction (FIRM), to provide Design-Build services in connection with Contract 15-C-00027; Hanna Avenue Municipal Building Renovations – Design-Build, (PROJECT) as detailed in the Agreement for Design-Build services (AGREEMENT); and

WHEREAS, the CITY desires to enter into an agreement with the FIRM to provide certain initial Design-Build services; and

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

NOW, THEREFORE,

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

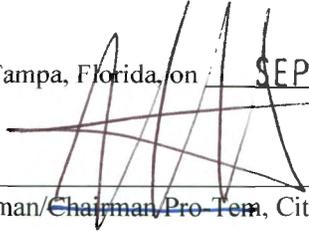
Section 1. That the Agreement for Design-Build Services between the City of Tampa and DPR Construction in connection with Contract 15-C-00027; Hanna Avenue Municipal Building Renovations – Design-Build as detailed in said AGREEMENT, a copy of which is attached hereto and made part hereof, is authorized 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. Award of a contract for Design-Build services is provided in the amount of \$1,250,056 for the Hanna Avenue – Design-Build Project for the Logistics and Asset Management Department using debt proceeds.

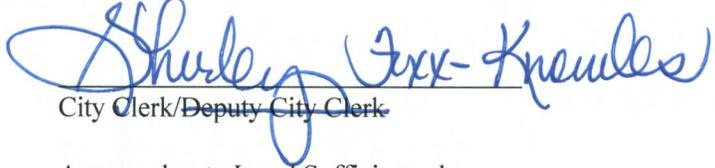
Section 4. That other proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Tampa, Florida, on SEP 03 2015.



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

ATTEST:



City Clerk/Deputy City Clerk

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

42015-34

AGREEMENT FOR DESIGN-BUILD SERVICES
Initial Design-Build

THIS AGREEMENT, made and entered into at Tampa, Florida, this _____ day of _____, 201__, by and between the CITY OF TAMPA, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", the address of which is 315 East Kennedy Boulevard, Tampa, Florida 33602, and DPR CONSTRUCTION, A GENERAL PARTNERSHIP, a California general partnership authorized to do business in the state of Florida, hereinafter referred to as "FIRM", the address of which One North Dale Mabry Highway, Suite 820, Tampa, FL, 33609.

WITNESSETH:

WHEREAS, the CITY desires to engage the FIRM to perform certain Design-Build services pertinent to such work which shall be referred to as Contract 15-C-00027; Hanna Avenue Municipal Building Renovations – Design-Build “PROJECT” in accordance with this Agreement; and

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

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

I. GENERAL SCOPE OF THIS AGREEMENT

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

B. Any additional services to be provided by the FIRM after completion of the initial Design-Build services shall be set out in detail by subsequent Agreement.

C. The Guaranteed Maximum Price proposal to be prepared and provided by the FIRM in accordance with this Agreement shall be used as a basis for negotiating the future Agreement for Construction Services. A Construction Fee not to exceed five percent (5%) shall be used in the calculation of the Total Project Cost.

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

II. DATA AND SERVICES TO BE PROVIDED BY THE CITY

The CITY shall provide:

A. Available plans and specifications of existing construction.

B. Ground topography.

III. PERIOD OF SERVICE

A. The FIRM shall begin work promptly after receipt of a fully executed copy of the Agreement. All work shall be completed within thirty (30) months after issuance of the Notice to Proceed.

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

IV. GENERAL CONSIDERATIONS

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

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

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

V. COMPENSATION

The CITY shall compensate the FIRM for the initial Design-Build engineering services performed under this Agreement a lump sum of \$1,250,056 to be billed in accordance with **Exhibit B**.

VI. PAYMENT

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

VII. RECORDS

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

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

VIII. PERSONNEL

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

IX. SUSPENSION, CANCELLATION OR ABANDONMENT

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

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

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

X. TERMINATION

A. Termination for Cause.

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

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

B. Termination for Convenience.

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

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

XI. INSURANCE

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

XII. INTERESTS OF MEMBERS OF THE CITY

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

XIII. INTEREST OF THE FIRM

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

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

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

XIV. COMPLIANCE WITH LAWS

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

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

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

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

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

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

XV. ASSIGNABILITY

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

XVI. EQUAL EMPLOYMENT

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

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

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

XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM

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

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

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

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

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

XVIII. CODE OF ETHICS

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

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

XIX. NEGATION OF AGENT OR EMPLOYEE STATUS

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

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

XX. SEVERABILITY

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

XXI. CHOICE OF LAW

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

XXII. DESIGNATION OF FORUM

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

XXIII. AUTHORIZATION

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

XXIV. ENTIRE AGREEMENT

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

XXV. INDEMNIFICATION

A. Indemnity. In case any action at law or suit in equity may or shall be brought against the CITY or any of its officers, agents, or employees for or on account of the failure, omission, or neglect of the FIRM or its

subcontractors, employees, or agents, to do or perform any of the covenants, acts, matters, or things undertaken to be done or performed by the FIRM or its subcontractors, employees, or agents, or from any injuries done to property or persons and caused by the negligence or breach of contract of the FIRM or its subcontractors, employees, or agents, or in any other manner arising out of the negligent performance of the Work required under the Contract Documents or this Agreement by the FIRM then, to the extent such suit or action is due to the fault or neglect of the FIRM or its subcontractors, employees or agents, the FIRM shall defend the CITY in such action or suit as if said actions or suits have been brought directly against the FIRM; and the FIRM shall also indemnify and save harmless the CITY, its officers, agents, and employees from any and all loss, cost or damage whatever arising out of such actions or suits, in like manner and to all intents and purposes as if said actions or suits have been brought directly against the FIRM, but only to the extent such suit or action is due to the fault or neglect or breach of contract of the FIRM or its subcontractors, employees or agents. 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.

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

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

XXVI. ESTOPPEL/WAIVER

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

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

XXVII. AUDIT REQUIREMENTS

In the event, that during the period of this Agreement, FIRM expends more than \$500,000.00 in federal funds in an operating year from this and other federal grants, 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 Circular No. A-133, as amended and 24 CFR Parts 84 and 85, as applicable, which are made a part of this Agreement by reference thereto. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, 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 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 \$500,000.00 during an operating year, 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.

XXVIII. DEFAULT

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

XXIX. BUDGET APPROPRIATIONS

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

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

DPR CONSTRUCTION, A GENERAL PARTNERSHIP
By: DPR Construction, Inc., its General Partner

CITY OF TAMPA, FLORIDA

By: _____

By: _____
Bob Buckhorn, Mayor (SEAL)

Print Name: _____

Title: _____

WITNESSES:

ATTEST:

By: _____
Witness

By: _____
Shirley Foxx-Knowles, City Clerk

By: _____
Witness

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

Rachel S. Peterkin, Assistant City Attorney



EXHIBIT A

Proposal for Professional Services 15-C-00027 East Hanna Avenue Municipal Building Renovations-Design-Build Services

The Design/Build Team:

DPR Construction	Prime Firm, Overall responsibility
FleischmanGarcia Architecture	Architect of Record
Master Consulting Engineers, WMBE/SLBE	Structural Engineer
VoltAir Consulting Engineers, WMBE/SLBE	Mechanical, Electrical, Plumbing, Fire Protection Engineer
Campo Engineering, WMBE	Civil Engineer
Howard Piper, SLBE	Roofing and Moisture Consultant
PSI Engineering Consulting	Geotechnical Engineer
Testing	

Scope of Services

Prior to commencing our full package of comprehensive architectural/engineering services, we will complete Pre-Design services which include investigation of the existing buildings and site improvements, a Programming phase, and preparation of as-built drawings. Upon completion of those tasks, we will prepare dual Schematic Design Phase documents for both a renovation scheme of the existing buildings and a new construction scheme with all or partial demolition of the existing buildings. Both schemes will be priced by DPR Construction. The Schematic Design Phase documents, with the construction cost estimates, will help the City of Tampa make informed decisions concerning the most beneficial scheme for the City and determine the scope of work for the balance of professional services and construction.

Our professional services will be divided into the following phases:

Phase 1 - Pre-Design (10 weeks from Notice to Proceed)

- Investigation of the existing buildings and site improvements in order to determine the current condition of the facilities and to develop strategies to repair/replace deficiencies and bring everything up to relevant codes.
- Development of a Program document, with text and diagrams, through touring existing facilities, interviewing current staff, and completion of Project Data Sheets for:

One N Dale Mabry Hwy., #820
Tampa, Florida 33609
www.dpr.com

- Office of the City Clerk – Archives and Records Service
- Technology and Innovation Department – Data Center
- Tampa Police Department – Impound and Property Logistics
- Preparation of as-built drawings, in Revit, including existing floor plans, exterior elevations, and a typical building section of all 3 buildings.

**Phase 2 - Schematic Design Phase for Alternative Schemes
(an additional 10 weeks from completion of Pre-Design and receipt of an
Authorization to Continue)**

- Preparation of Schematic Design Phase documents, including site plans, floor plans, exterior elevations, outline specifications, and other necessary drawings to define the scope of both the renovation scheme and new construction scheme. Based on the above documents, estimates of the construction costs of both schemes will be prepared. Design and Construction will target the \$8.5 million construction budget.

**Phase 3 – Balance of Professional Services
(an additional 28 weeks, not counting Construction Administration, from
completion of Schematic Design Phase schemes and receipt of an Authorization
to Continue)**

- Based on an \$8,500,000 construction cost budget, the following services will be performed:
 - Design Development Phase
 - Construction Document Phase (LEED equivalency will be documented/provided to comply with City of Tampa Ordinance)
 - Preparation of a GMP Estimate (by DPR with support from FGA)
 - Construction Administration (By FGA)



Exhibit B

15-C-00027 East Hanna Avenue Municipal Building Renovations

Pre-Design Services (10 weeks)		Qty	Unit	Cost	Amount
Investigation of the existing buildings and site improvements					
PSI	Geotechnical engineering for building, pavement, and pond	1	LS	\$ 7,000	\$ 7,000
CE	Survey - boundary, topographic, tree, and utility	1	LS	\$ 8,000	\$ 8,000
FGA	Principal	8	Hrs	\$175	\$1,400
FGA	Project Manager	16	Hrs	\$165	\$2,640
FGA	Project Architect	24	Hrs	\$150	\$3,600
VA	Project Manager	16	Hrs	\$165	\$2,640
VA	Project Engineer	24	Hrs	\$150	\$3,600
MCE	Project Manager	8	Hrs	\$165	\$1,320
MCE	Project Engineer	16	Hrs	\$150	\$2,400
CE	Project Manager	8	Hrs	\$165	\$1,320
CE	Project Engineer	24	Hrs	\$150	\$3,600
PA	Principal	16	Hrs	\$175	\$2,800
Development of Program					
FGA	Principal	18	Hrs	\$175	\$3,150
FGA	Project Manager	24	Hrs	\$165	\$3,960
FGA	Project Architect	40	Hrs	\$150	\$6,000
FGA	Technician	40	Hrs	\$70	\$2,800
FGA	Clerical	24	Hrs	\$50	\$1,200
VA	Project Manager	12	Hrs	\$165	\$1,980
VA	Project Engineer	20	Hrs	\$150	\$3,000
Preparation of as-built drawings					
	Dimensions Plus	1	LS	\$25,000	\$25,000
FGA	Coordination	8	Hrs	\$165	\$1,320
Team Review/Meetings - 3 meetings					
FGA	Principal	9	Hrs	\$175	\$1,575
FGA	Project Manager or Architect	9	Hrs	\$165	\$1,485
VA	Project Manager	9	Hrs	\$165	\$1,485
MCE	Project Manager	9	Hrs	\$165	\$1,485
CE	Project Manager	9	Hrs	\$165	\$1,485

One N. Dale Mabry Hwy., #820
Tampa, Florida 33609
www.dpr.cpm

DPR EXISTS TO BUILD GREAT THINGS

Client Meetings - 3 meetings

FGA	Principal	9 Hrs	\$175	\$1,575
FGA	Project Manager or Architect	9 Hrs	\$165	\$1,485

Administration

FGA	Principal	40 Hrs	\$175	\$7,000
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Reimbursable Expenses

FGA		1 LS	\$1,000	\$1,000
VA		1 LS	\$250	\$250
MCE		1 LS	\$250	\$250
CE		1 LS	\$250	\$250
PA		1 LS	\$250	\$250

SUB TOTAL PRE-DESIGN SERVICES				\$108,305
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Schematic Design Phase - Renovation Scheme (10 w (10 Weeks)

FGA	Architecture	1 LS	\$93,000	\$93,000
FGA	Interior Design	1 LS	\$8,000	\$8,000
VA	MEP/FP	1 LS	\$24,800	\$24,800
MCE		1 LS	\$19,000	\$19,000
CE	Civil	1 LS	\$7,700	\$7,700
CE	Landscape/Irrigation*	1 LS	\$6,500	\$6,500
PA	Roof/Moisture Consultant	1 LS	\$5,000	\$5,000
VA	Information Technology Services	1 LS	\$6,500	\$6,500

Schematic Design Phase - New Construction Scheme (concurrent with Renovation Scheme)

FGA	Architecture	1 LS	\$90,000	\$90,000
FGA	Interior Design	1 LS	\$8,000	\$8,000
VA	MEP/FP	1 LS	Included in Renovation Scheme	
MCE		1 LS	\$19,000	\$19,000
CE	Civil	1 LS	\$7,700	\$7,700
CE	Landscape/Irrigation*	1 LS	\$6,500	\$6,500
PA	Roof/Moisture Consultant	1 LS	\$0	\$0
VA	Information Technology Services	1 LS	\$6,500	\$6,500

SUB TOTAL FOR BOTH SCHEMATIC DESIGN PHASES				\$308,200
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Design Development Phase* (10 weeks)

FGA	Architecture	1 LS	\$93,350	\$93,350
FGA	Interior Design	1 LS	\$8,000	\$8,000
VA	MEP/FP	1 LS	\$24,800	\$24,800
MCE		1 LS	\$15,200	\$15,200
CE		1 LS	\$7,700	\$7,700
PA		1 LS	\$8,140	\$8,140
VA	Information Technology Services	1 LS	\$14,500	\$14,500

		Qty Unit	Cost	Amount
<hr/> Construction Document Phase* (10 weeks)				
FGA	Architecture	1 LS	\$186,700	\$186,700

FGA	Interior Design	1	LS	\$16,000	\$16,000
VA	MEP/FP	1	LS	\$43,400	\$43,400
MCE		1	LS	\$23,000	\$23,000
CE		1	LS	\$15,400	\$15,400
PA		1	LS	\$8,140	\$8,140
VA	Information Technology Services	1	LS	\$25,360	\$25,360

GMP Support (4 weeks)

FGA	Architecture	1	LS	\$23,350	\$23,350
FGA	Interior Design	1	LS	\$2,000	\$2,000
VA	MEP/FP	1	LS	\$6,200	\$6,200
MCE		1	LS	\$3,800	\$3,800
CE		1	LS	\$1,925	\$1,925
PA		1	LS	\$1,160	\$1,160
VA	Information Technology Services	1	LS	\$3,625	\$3,625

Construction Administration (40 weeks)

FGA	Architecture	1	LS	\$70,016	\$70,016
FGA	Interior Design	1	LS	\$6,000	\$6,000
VA	MEP/FP	1	LS	\$24,800	\$24,800
MCE		1	LS	\$15,000	\$15,000
CE		1	LS	\$5,775	\$5,775
PA		1	LS	\$5,810	\$5,810
VA	Information Technology Services	1	LS	\$14,500	\$14,500

SUB TOTAL DD/CD/GMP & CA **\$673,651**

Reimbursable Expenses

FGA		1	LS	\$5,000	\$5,000
VA		1	LS	\$2,000	\$2,000
MCE		1	LS	\$2,000	\$2,000
CE		1	LS	\$2,000	\$2,000
PA		1	LS	\$500	\$500
FGA	Pre-Permit Review	1	LS	\$750	\$750

SUB TOTAL REIMBURSABLE EXPENSES **\$12,250**

TOTAL DESIGN w/o DPR ADMINISTRATION /ESTIMATES **\$ 1,102,406**

DPR (CM Administration / Estimates)

Pre-Design Services					
	Principal	13	Hrs	\$200	\$2,600
	Proj. Mgr	90	Hrs	\$120	\$10,800
	Reimbursable Expenses	1	LS	\$250	\$250
Schematic Design Phases					
	Administration/Estimate	2	LS	\$25,000	\$50,000
DD/CD & GMP					
	DD Phase	1	LS	\$25,000	\$25,000
	CD Phase	1	LS	\$18,000	\$18,000

GMP Support	1	LS	\$36,000	\$36,000
Reimbursable Expenses	1	LS	\$5,000	\$5,000

SUBTOTAL DPR CM ADMINISTRATION /ESTIMATES **\$147,650**

GRAND TOTAL (NOT INCLUDING CONSTRUCTION GMP) **\$1,250,056**

*based on \$8,500,000 Construction Cost
DPR invoicing will occur monthly and include all required attachments

Legend

DPR	= DPR Construction
FGA	= FleischmanGarcia Architecture · Planning · Interior Design
VA	= VoltAir Consulting Engineers, LLC
MCE	= Master Consulting Engineers, Inc.
CE	= Campo Engineering, Inc.
PA	= Piper and Associates, Inc.
PSI	= PSI Geotechnical Engineer

Blue text is traditional Architectural/Engineering Basic Services
Black text is Additional Services

CITY OF TAMPA INSURANCE REQUIREMENTS

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

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

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

The following coverages are required:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Page 1 of 2 -DMI Payment
City of Tampa - DMI Sub-(Contractors/Consultants/Suppliers) Payments
(FORM MBD-30)

[] Partial [] Final

Contract No.: _____ WO#,(if any):_____ Contract Name:_____

Contractor Name:_____ Address:_____

Federal ID:_____ Phone:_____ Fax:_____ Email:_____

GC Pay Period:_____ Payment Request/Invoice Number:_____ City Department:_____

Total Amount Requested for pay period: \$ _____ Total Contract Amount(including change orders):\$ _____

Type of Ownership - (F=Female M=Male), BF BM = African Am., HF HM = Hispanic Am., AF AM = Asian Am., NF NM = Native Am., CF CM = Caucasian S = SLBE

Table with 5 columns: Type, Company Name Address Phone & Fax, Total Sub Contract Or PO Amount, Amount Paid To Date, Amount To Be Paid For This Period. Includes sub-headers for pending amounts and ending dates.

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

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

Signed:_____ Name/Title:_____ Date:_____



Page 2 of 2 – DMI Payment
Instructions for completing The DMI Sub-(Contractors/Consultants/ Suppliers) Payment Form
(Form MBD-30)

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

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

The following instructions are for information of any and all subcontractors used for the pay period.

- **(Type) of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business or SLBE.
- **Trade/Work Activity.** Indicate the trade, service, or material provided by the subcontractor.
- **SubContractor/SubConsultant/Supplier.** Please indicate status of firm on this contract.
- **Federal ID.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Total Subcontract Amount.** Provide total amount of subcontract for subcontractor including change orders.
- **Amount Paid To Date.** Indicate all dollars paid to date for the subcontractor.
- **Amount Pending, Previously Reported.** Indicate any amount previously reported that payments are pending.
- **Amount To Be Paid for this Period.** Provide dollar amount of dollars requested for the pay period.
- **Sub Pay Period Ending Date.** Provide date for which subcontractor invoiced performed work.

Forms must be signed and dated or will be considered incomplete. The company authorized representative must sign and certify the information is true and accurate. Failure to sign this document or return the document unsigned can be cause for determining a company is in non-compliance of Ordinance 2008-89.

If any additional information is required or you have any questions, you may call the Minority Business Development Office at (813) 274-5522.