Agmt
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RESOLUTION NO. 2019-558

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF $3,421,155 BETWEEN THE CITY OF TAMPA AND DAVID NELSON CONSTRUCTION CO., IN CONNECTION WITH CONTRACT 19-C-00012; SOUTHEAST SEMINOLE HEIGHTS FLOODING RELIEF 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 David Nelson Construction, Co., (Firm) to provide professional services in connection with Contract 19-C-00012; Southeast Seminole Heights Flooding Relief Design-Build, (Project) as detailed in the Agreement for Design-Build Initial Services (Agreement); and

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

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

NOW, THEREFORE,

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

Section 1. That the Agreement for Design-Build Initial Services between the City of Tampa and David Nelson Construction Co., in connection with Contract 19-C-00012; Southeast Seminole Heights Flooding Relief 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 professional services in the amount of $3,421,155 for the Southeast Seminole Heights Flood Relief Project within the Stormwater Bonds Series 2018 Capital Projects Fund, the SWFWMD Grants Capital Projects Fund, the Non Ad Valorem Bonds Series 2016 Capital Improvement Projects Fund, and the Water - Renewal and Replacement Fund for use by the Transportation and Stormwater Services Department.

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 JUL 18 2019.

Chairman/Chairman Pro-Tem, City Council

ATTEST:

Shirley Gee-Knowles

City Clerk/~~Deputy City Clerk~~

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

Y2019-28

AGREEMENT FOR DESIGN-BUILD INITIAL SERVICES

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", and the following entity authorized to do business in the State of Florida: David Nelson Construction Co., a Florida corporation, hereinafter referred to as "Firm", with an FIEN of 59-1616643.

WITNESSETH:

WHEREAS, the City desires to engage the Firm to perform certain services pertinent to such work which shall be referred to as Contract 19-C-00012; Southeast Seminole Heights Flooding Relief - DB "Project" in accordance with this Agreement; and

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

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

I. GENERAL SCOPE OF THIS AGREEMENT

A. The relationship of the Firm to the City shall be that of an independent professional Design-Builder for the Project; and the Firm shall provide the pre-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.

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 eight percent (8%) 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. Previous Studies

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 426 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 pre-Design-Build services performed under this Agreement in the amount of $3,421,155 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 (if applicable), representatives of the Comptroller General of the United States or otl 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, inspectic 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, 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 D**.

E. At the time of the submission of invoices, the Firm shall submit to the City a report (Exhibit D) 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

Indemnity. "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 $750,000.00 in federal funds in an operating year from this and other federal grants, the Firm shall, at its own cost and expense, cause to be carried out an independent audit. The audit shall be completed and a copy furnished to the City, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period, unless a longer period is agreed 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 $750,000.00 during an operating year, the Firm shall provide the City with its annual financial statement within ninety (90) days of the end of its operating year. Said financial statement shall be prepared by an actively licensed certified public accountant.

State Single Audit: Each nonstate entity shall comply with all applicable requirements of section 215.97, F.S., and Audit Requirements. A State single audit is required if an 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

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 166.241, 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.

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.

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.

DAVID NELSON CONSTRUCTION CO.

By: _____
(Signatory, President/Vice President, etc.)
Authorized Officer or Individual

CITY OF TAMPA, FLORIDA

By: _____
Bob Buckhorn, Mayor (SEAL)

ATTEST:

By: _____
Shirley Foxx-Knowles, City Clerk

Approved as to Legal Sufficiency and authorized by Resolution No. 2019-_____.

_____
Justin R. Vaske, Assistant City Attorney

EXHIBIT A

19-C-00012: Southeast Seminole Heights Flooding Relief Project
Initial (Pre-Construction) Design-Build Services

Scope of Services

June 25, 2019

Background and Description of Project

The Southeast Seminole Heights Flooding Relief Project (PROJECT) comprises the design and construction of approximately 15,850 linear feet of stormwater conveyance culverts with associated laterals, inlets, interconnections to existing stormwater system, associated utility conflict resolution relocations, transportation elements and sustainability treatment elements. The PROJECT includes, but is not limited to, design, construction, and performance of public outreach for a major stormwater trunk line with river outfall as shown in the City of Tampa (CITY) Request for Qualifications and subsequent feasibility analysis document. In addition, the Project will also include certain transportation elements as well as the replacement of approximately 11,700 linear feet of water mains located in the same neighborhood, but not in the same corridors as the proposed stormwater infrastructure. The project also includes approximately 7,082 linear feet of water main replacement upgrades within the same corridors as the stormwater trunk line. The PROJECT is to be constructed within existing, historic residential neighborhoods. This scope of services only includes pre-construction design-build services for the preparation of a Guaranteed Maximum Price (GMP) proposal to complete construction.

The Design-Builder is a team led by David Nelson Construction, Incorporated (FIRM) with the following sub-consultants:

- Wade Trim, Inc. (lead design team member)
- Dialogue (public outreach)
- Hazen (civil design)
- Applied Sciences (stormwater design & permitting)
- Suncoast Land Surveying, Inc. (survey & subsurface utility engineering)
- Arehna Engineering, Inc. (geotechnical)
- Paynes Environmental (arborist)
- Earth Resources, Inc. (wetlands)

Major PROJECT elements include approximately 5,507 linear feet of 4' x 7' concrete box culvert (CBC), 210 linear feet of 72-inch reinforced concrete pipe (RCP) installed using trenchless construction techniques, 1,863 linear feet of 60-inch RCP, 59 linear feet of 54-inch RCP, 2,898 linear feet of 48-inch RCP, 1,025 linear feet of 42-inch RCP, 1,295 linear feet of 36-inch RCP, 2,270 linear feet of 30-inch RCP, 299 linear feet of 24-inch RCP, 420 linear feet of 18-inch RCP, 4,937 linear feet of 8-inch sanitary sewer, 15,774 linear feet of 6-inch water main, 506 linear feet of 8-inch water main, 1,480 linear feet of 20-inch water main, 1,022 linear feet of 24-inch water main, 21 new fire hydrants, 20 water main adjustments to 2-inch through 30-inch water mains, and all associated structures, manholes, removals, meters, and surface restoration. All lengths listed above are rough, conceptual level estimates. Adjustments to these estimated quantities are anticipated based on final route selection and final design development. This scope of services includes estimating all quantities in order to prepare a GMP proposal.

The scope of services includes completing engineering services and investigations necessary to design and permit the PROJECT. The specific tasks include project management and coordination; public outreach and information; preliminary design; geotechnical investigations and engineering; subsurface utility engineering (SUE); topographic survey; roadway/stormwater and structural design including maintenance of traffic plans; submittal of 30% design package to Southwest Florida Water Management District (SWFWMD) for 3rd party review and co-funding approval; utility coordination and relocations; environmental

and permitting services. The preliminary design services include tree survey/audit; utility investigations and data collection; route analysis and recommendation; hydrologic and hydraulic modeling; definition of sustainable treatment elements; and definition of transportation elements; and submittal of conceptual permit application to the SWFWMD. All design submittals shall include QA/QC review before submittal to the CITY.

The FIRM shall perform the following tasks to complete pre-construction design-build services for the PROJECT.

TASK 1.0 – Project Management and Coordination

a) Project Management

Enter project into corporate accounting system to initiate filing system, accounting tools, invoicing, budget and schedule monitoring and quality assurance and controls. Monitor PROJECT progress. Communicate with team regarding the same. Hold up to 20 progress meetings at maximum two-week intervals to update team and CITY on PROJECT progress and solicit input on the general direction of developments. Discuss current public outreach activities and information received in order to plan responses as appropriate. Coordinate manage and monitor personnel and conduct quality control reviews of the various deliverables. Coordinate, manage, monitor and review the services of sub-consultants.

Task 1.0 Deliverables: Progress meeting notes and monthly invoices. Quarterly schedule updates.

TASK 2.0 – Public Outreach and Information

This scope of services only includes pre-construction public outreach and information. Initial community outreach shall be conducted via one-on-one meetings with affected homeowners and businesses as well as small group briefings with neighborhood/civic associations and the Heights Urban Core Chamber. Outreach shall also include a pre-construction open house meeting, pre-construction direct mail, door hangers, a project-specific web site and collateral materials.

a) Project Coordination, Direct Support & Coordination

This subtask includes time for public outreach specialist to attend up to 12 meetings with CITY and team, and management of the public outreach element of the PROJECT. This task includes development of a review process for all materials to ensure consistency with City requirements.

b) Public Information Materials

i) Develop key messages for overall PROJECT, including need, benefits, schedule, public outreach, construction, maintenance of traffic, protection of trees, restoration and safety. Includes one update.

ii) Design, write, program and launch a project web site using the City-approved website design/framework. Subtask includes:

(1) Securing three domains and secure sockets layer (SSL) certificate for the site (possible domains: seminoleheightsfloodrelief.com; .info and .net)

(2) Writing content for all project pages and purchasing up to five (5) stock photos for use on the website.

(3) Minor website programming, hosting the site for up to 2 years before GMP authorization; and technical support for quarterly Word Press maintenance to ensure Word Press plugins and updates are made and the site remains fully functional.

(4) Updating the website content quarterly; posting project updates as-needed.

iii) Draft, finalize and mail a project introduction letter to residents prior to any field work and advise that workers will be in the area. Letter will direct residents to the project web site and advise them on how to arrange one-on-one meetings with project team members. This letter will be sent with City of Tampa letterhead/envelopes, or laser-printed black and white with City logo and letter body on printer-provided letterhead and envelopes.

iv) Draft, layout and finalize a color 11"x17" project map handout to be used in briefings. Handout will show the PROJECT locations and phases and include key project needs and benefits. Includes design and printing up to 200 color copies.

v) Draft, layout and finalize 11"x17" project fact sheet (folded to 8.5" x 11.") Fact sheet will include project overview and map, project benefits, and highlight what to expect during each phase of construction. Includes printing up to 1,000 color copies, 2-sided, no bleeds. Will also be posted on web site.

vi) Draft and finalize FAQs (Frequently Asked Questions) on the PROJECT; includes one update prior to the start of construction. Includes printing up to 1,000 black & white copies, 2 pages total, 2-sided, 8.5" x 11". FAQs will be used on the project web site as well as handed out at the pre-construction open house meeting and association presentations.

vii) Drafting up to 2 social media posts and up to one (1) news releases/HOA update article for City dissemination.

viii) This subtask includes graphic design support during pre-construction. These services include custom photography or custom graphics needed for project information materials, presentations or the project web site.

c) Public/Stakeholder Involvement

i) Compile and maintain a database of all addresses along the construction routes/locations; compile and maintain a database of local civic/neighborhood associations, chambers, businesses, schools, churches and others that require one-on-one or small group meetings.

ii) Design, print and distribute project introduction door hangers to those along the construction/routes. Includes design, printing and die cutting up to 500 color copies, 2-sided. Door hanger distribution will be sequenced with construction.

iii) Task includes 300 hours to schedule and conduct and summarize one-on-one meetings with property owners, businesses, schools, transportation officials, civic/neighborhood associations, Heights Urban Core Chamber and more.

iv) Establish and staff a project information line. Design and print a business card with project information line phone number. Includes printing 1,000 2-sided cards.

v) Plan and implement one pre-construction open house community meeting to present to the neighborhood the project need and benefits, construction routes/locations, what to expect during construction, restoration, protection of trees and schedule. Dialogue Public Relations (PR) tasks for this meeting include:

(1) Working with City staff to secure a meeting space at a no-charge facility.

(2) Designing, finalizing, printing and direct mailing 500, 5" x 8" four-color, two-sided postcards to promote the meetings.

(3) Working with the project team to draft, design and produce up to 12 graphic display boards (color output mounted on 36" x 24" foam core).

(4) Developing and printing evaluation/comments forms to gather community input at the open house meeting.

(5) Drafting a news release and social media posts for City distribution.

(6) Setting up, attending and cleaning up after the meeting.

(7) Reviewing and compiling meeting input and developing a meeting summary after each meeting.

TASK 3.0 – Preliminary Design

a) Tree Audit/Survey with matrix for disposition of trees and arborist report.

b) Utility Investigation & Data Collection with preparation of utility conflict matrix.

c) Confirmation of Route

i) Review utilities, physical constraints, trees, hydrologic and hydraulic model to define vertical alignments in detail to establish the foot print of construction, feasibility and cost effectiveness. Meet with the Florida Department of Transportation (FDOT) to discuss impacts to Florida Avenue and concepts for maintenance of traffic. Seek verbal approval. Evaluate arrangements of improvements required along Giddens Avenue between Tampa Street and Florida Avenue where the feasibility plans indicated additional right-of-way was required. Confirm that additional property acquisition is <u>not required</u>. Confirm that alternatives do not require impacts to "Grand Trees" as defined by City ordinance.

d) Hydrologic and Hydraulic Modeling

i) Prepare several scenarios of hydrologic and hydraulic (H&H) models. First, correct errors and instability, revise model to match vertical alignment on the feasibility drawings and proposed revisions or additions. Confirm proposed infrastructure still provides target levels of service defined by comparing model output maximum stages. Secondly use model to evaluate potential alternatives or revisions to improve constructability and/or save cost. Make further adjustments to vertical alignment, culvert sizes, network configuration based on sound engineering principles and judgement. Prepare final model to support design and to be submitted with the permit application.

e) Southwest Florida Water Management District (SWFWMD) Conceptual Permit Application

i) Once the H&H model is done, prepare and submit conceptual permit application to define project components and site for river outfall.

f) Sustainable Treatment Evaluation and Recommendations

i) Review various green infrastructure treatment options and specifically site recommended treatment components.

g) Recommended Transportation Elements

i) Consider information obtained from public outreach efforts thus far and recommend specific transportation elements to include in preliminary cost estimates. Public outreach efforts will continue throughout the pre-construction services phase in order to recommendation elements for design and construction. It is not the intent to hold up the PDR until the public outreach efforts reach conclusion.

h) Preliminary Design Report (PDR)

i) Prepare and submit PDR to summarize all tasks included in the preliminary design phase of the project. Identify all project components.

i) Preliminary Construction Cost Estimate

i) Based on the route, utility investigations, sustainable treatment recommendations, transportation elements recommended, depths of cut and configuration and sizing of stormwater trunk line components per H&H modeling, and provide a preliminary construction cost estimate.

Task 3.0 Deliverables: PDR summarizing all subtasks of Task 3, copy of conceptual permit application, H&H model including GIS layers.

TASK 4.0 – Geotechnical Investigations and Engineering

a) FIRM shall secure the services of a licensed professional geotechnical engineering consulting firm experienced in the project area and type of services required.

b) FIRM shall provide a field exploration program that shall consist of Standard Penetration Test (SPT) soil borings of various appropriate depths at approximate 500-foot intervals; one 35-foot-deep SPT boring located on each side of the Interstate 275 crossing; hand auger borings to investigate the extents of unsuitable soil/materials encountered; and up to 6 double-ring infiltrometer tests to quantity soil percolation rates. In general soil borings shall extend at least 5 feet below the bottom of proposed infrastructure. CALL SUNSHINE shall be contacted before initiating borings. Borings locations and ground elevations shall be shown on the survey and design plans. Laboratory testing shall be conducted for the following: grain size analyses, Atterburg limits tests, and moisture content tests.

c) A geotechnical exploration report shall be prepared to present the results of the exploration and shall provide geotechnical related design and construction recommendations. Of interest will be the sheeting/shoring and soil dewatering systems for proposed cuts as deep as 20 feet. One signed and sealed copy of the report and a postscript (pdf) file shall be provided to the CITY. The report shall be signed and sealed by the Florida Professional Engineer in responsible charge of preparing the report.

Task 4.0 Deliverables: final geotechnical exploration report

TASK 5.0 – Survey and Subsurface Utility Engineering (SUE) Services

a) FIRM shall provide the topographic surveying services for the design of all facilities prepared in accordance with Section III.C. of the City's "Stormwater Technical Standards Manual for Public Development" unless directed or approved otherwise. Survey coverage shall extend along all proposed stormwater conveyance features, along proposed transportation elements and utility relocations. Survey coverage width shall extend from right-of-way boundary to right-of-way boundary. Larger trees and water meters located outside the right-of-way within 10 feet (20 feet for grand trees) will also be located. Topographic survey shall include a triangular irregular network (TIN) surface and include 3D pipe network for existing sanitary and storm sewers. Buildings along the route shall be indicated from aerial photography and include addresses.

b) Establish baseline of survey along the route parallel right-of-way lines and provide right of way limits, station numbers, and elevations at 50-foot intervals. Provide ties to geodetic and other significant Control in the Florida State Plane Coordinate system. Stake and/or paint the baseline at an appropriate interval for the design work being performed. Permanently mark the baseline so it is recoverable in the

field.

c) Bench Levels (Vertical Control) – Vertical control shall be established for the PROJECT in the form of Temporary Bench Marks, one every 800 linear feet minimum where appropriate. These elevations shall be suitable for use during construction and located outside of anticipated construction limits. All elevations established shall be in feet and shall refer to North American Vertical Datum (N.A.V.D.) of 1988.

d) Roadway/Corridor Cross Sections – Route cross sections shall be taken at 50-foot intervals. Cross sections shall be taken along the baseline of survey and at right angles to it. In general, cross sections shall extend the entire width of surveyed area.

e) Locate and identify:
   i) All driveways to include size and type (i.e. asphalt, concrete, etc.)
   ii) All trees (by species, i.e.; Oak, etc.) with a D.B.H. greater than 4-inches within the corridor plus 10 feet each side. Locate potential grand trees within 20 feet of right-of-way boundary.
   iii) All utility poles, above ground utilities, culverts, fence lines, wetland jurisdictional lines, soil borings and other visible features within the proposed pipeline corridor or which are pertinent to design and construction activities.
   iv) Invert elevations on culverts, storm drain structures, sanitary sewers, swales and ditches, locate top of bank.
   v) Appurtenances, paint marks, flagging and other indicators of the presence of underground utilities. Valve boxes shall be opened, and top of nut elevations recorded.
   vi) All monumentation found or set shall be identified.
   vii) Locate approximately 33 geotechnical soil borings.

f) Survey shall be in electronic AutoCAD Civil 3D 2018 format and submitted to the City on a computer disc. Survey shall include certification by a Florida licensed surveyor.

g) FIRM shall provide SUE services to verify the location, type, and size of underground utilities/pipelines where critical construction activities are planned. Up to one hundred and twenty (120) SUE locations are included; 105 for Stormwater Group and 15 for Water Department.

Task 5.0 Deliverables: certified survey in electronic format on a computer disc and two signed and sealed paper copies of survey.

TASK 6.0 – Roadway, Stormwater and Structural Design

a) Field Reconnaissance

FIRM shall visit the site, observe and measure the locations of existing obstructions and facilities to effectively locate the proposed infrastructure and footprint of the construction activities.

b) Utility Coordination

FIRM shall acquire the remainder of available utility information not collected during the preliminary design task. Prepare a utility conflict matrix. A utility coordination meeting shall be scheduled, notified and chaired during design. If significant non-City owned utilities have to be relocated within City right-of-way, an additional utility coordination meeting shall be held. In addition, 60% plans shall be submitted to utility agency/owners along with a request for them to review and mark any revisions to the depiction of their facilities. 90% plans will be redistributed to applicable utility agency/owners for their relocation design.

c) Design Coordination Services

i) Meet and coordinate with trenchless contractors, vendors and specialists to develop design parameters for the Interstate crossing, materials of construction and cost analyses. Meet with geotechnical engineers regarding proposed trenchless operations and to evaluate risks and mitigation strategies.

ii) Meet and coordinate with specialist contractors and geotechnical engineers regarding shaft construction method alternatives advantages and disadvantages, cost analyses, risks and mitigation.

iii) Meet and coordinate with SWFWMD regarding co-funding milestone (30% Design Package) submittal including cost estimates and benefit/cost ratio analysis. Incorporate their requirements in the 30% design package submittal to be submitted prior to the 60% design submittal to the City. Make 30% design package submittal to SWFWMD for their review and 3rd party review for approval for PROJECT co-funding. A draft GMP shall be submitted to the City concurrent with the 30% Design Package.

iv) Meet and coordinate with City of Tampa Transportation Engineering regarding City Standards, maintenance of traffic plans and potential synergistic sub projects to address road enhancements as well as coordinate with other concurrent City projects.

v) Meet and coordinate with the Florida Department of Transportation (FDOT) regarding proposed construction in Florida Avenue, Nebraska Avenue, Hillsborough Avenue and the crossing of Interstate 275. Discussion will address permitting, traffic maintenance and restoration requirements. In addition, discuss status and schedule of FDOT project 432584-1-52-01 making improvements to Hillsborough Avenue in the vicinity of the PROJECT.

vi) Meet and coordinate with City of Tampa Parks Department regarding impacts, restoration, schedules of other events and other information associated with Ignacio Haya Linear Park along the Hillsborough River. Coordinate regarding trees, walkway and planned events.

d) SWFWMD Submittal Package

FIRM shall provide design engineering services for submittal of the SWFWMD co-funding milestone (30% design) package. The Submittal Package shall include all items indicated under "SWFWMD Submittal Package" on the Submittal Schedule attached as Attachment A.

e) 60% Design Engineering Services

FIRM shall provide 60% design engineering services for the PROJECT prepared in accordance with Section III of the City's "Stormwater Technical Standards Manual for Public Development" unless directed or approved otherwise. Plans shall be produced on 11" x 17" sheets. Plan and profile sheets shall use one inch equals 30 feet horizontal scale and one inch equals 3 feet vertical scale. Plans shall include all items indicated under "60% Submittal" on the Submittal Schedule attached as Attachment A for the full scope of the project. Develop drainage design criteria; inlet spacing calculations using FDOT spreadsheets; storm sewer design using FDOT spreadsheets (lateral sewers only); review drainage options for roadways without curb; adding the drainage structures, storm sewer laterals, and box culverts to the plan and profile sheets, and preparing a drainage report. FIRM shall also prepare 60% technical specifications including a proposal form with a breakdown of pay items with quantities. The 60% plans and technical specifications shall be submitted for CITY comments. Design storm sewers in accordance with City of Tampa Stormwater Technical Standards for public development and FDOT specifications and standards indices.

f) 90% Design Engineering Services

FIRM shall provide 90% design engineering services. Plans shall include all items indicated under "90% Submittal" on the Submittal Schedule attached as Attachment A for the full scope or phased portion of the project. FIRM shall also prepare complete 90% technical specifications less pay items sections. The 90% plans and technical specifications shall be submitted for CITY comments.

g) Final Design Engineering Services

FIRM will prepare final design submittal based on the comments received from the 90% review meeting with the CITY.

Task 6.0 Deliverables: SWFWMD submittal package, 60%, 90% and final plans and technical specifications in pdf, Word and AutoCAD Civil 3D. Final plans shall be submitted bearing seal and signature of professional engineer.

TASK 7.0 – Utility Relocations Funded by the Stormwater Group

a) Evaluate the sanitary sewer system in detail as is critical in stormwater design. Identify mainline conflicts as well as lateral house service conflicts and develop solutions. Meet with Wastewater Department and gain concurrence with preliminary plans for relocated sewers, potential sleeved sewer crossings beneath proposed box culverts and other coordination between the wastewater and stormwater infrastructure. Proceed to design sanitary sewer relocations and modifications in accordance with Wastewater Department standards.

b) Evaluate the existing water distribution system and identify conflicts with proposed stormwater conveyance infrastructure. Water distribution system modifications funded by the Stormwater Group are those adjustments or replacements collocated along the proposed storm conveyance infrastructure in order to resolve conflicts and employ sound engineering practice when making decisions to replace longer segments in lieu of intermittent ones. This task does not include upgrades except that adjustments and relocations will meet current City standards. Fire hydrants disturbed by stormwater infrastructure construction and requiring replacement are included in this task. Meet with Water Department to gain concurrence regarding design standards, material preferences, meter settings and service line crossings and replacements. Define other coordination between the water distribution and transmission system and the stormwater and sanitary sewer infrastructure. Proceed to design water main relocations in accordance with Tampa Water Departments standards. Submit 60%, 90% and final design drawings and specifications concurrently with design submittals described in Task 6. Maintain separate accounting of reimbursable items and costs versus non-reimbursable throughout the pre-construction design-build services phase.

c) Maintain a record of other utility agencies/owners and their facilities. Coordinate with SUE services and survey to identify potential conflicts and proposed relocations by others. Keep utility conflict matrix updated. Schedule and monitor for construction of utility relocations by others. Coordinate maintenance of traffic, work zones and sequencing to facilitate relocations and restoration while minimizing impacts to residents and community. Relocations of non-City owned utilities located in City right-of-way will be performed at no cost to the City. Any such utilities located in State Road right-of-way will be addressed on a case by case basis.

Task 7.0 Deliverables: 60%, 90% and final plans and technical specifications in pdf, Word and AutoCAD Civil 3D concurrently with the design submittals described in Task 6. Final plans shall be submitted bearing seal and signature of professional engineer.

TASK 8.0 – Utility Relocations Funded by the Water Department

a) This task includes those proposed improvements to the water distribution system that are not collocated along the proposed storm conveyance infrastructure but are in the same neighborhoods or specific upgrades proposed that are collocated along the proposed storm conveyance infrastructure. All proposed additional fire hydrants are included in this task. Firm shall maintain a separate accounting for all such costs as separate invoicing is required. Proceed to design distribution system improvements in accordance with Tampa Water Departments standards.

b) Approximate quantities of water distribution upgrades are:

- 15,774 linear feet of replacement 6-inch water main
- 506 linear feet of replacement 8-inch water main
- 1,480 linear feet of replacement 20-inch water main
- 1,022 linear feet of replacement 24-inch water main
- 21 new fire hydrants
- Replacement water mains include services and connections to existing meters

Task 8.0 Deliverables: 60%, 90% and final plans and technical specifications in pdf, Word and AutoCAD Civil 3D concurrently with the design submittals described in Task 6. Final plans shall be submitted bearing seal and signature of professional engineer.

TASK 9.0 – Transportation Upgrades Funded Transportation Engineering

a) FIRM shall perform a transportation upgrade analysis of Central Avenue from Hillsborough Avenue to Osborne Avenue with the intent of adding a bike lane, traffic calming, high emphasis crosswalks, and on-street parking. This information shall be shared with the public and input solicited to help shape the design and promote stakeholder buy-in. Traffic design enhancements include:

i) Traffic calming, in the form of curb extensions, at the intersections of Central Avenue and Wilder Avenue and Central Avenue and Osborne Avenue;

ii) High emphasis crosswalk with Rectangular Rapid Flashing Beacon (RRFB) at Central Avenue and Wider Avenue;

iii) Dedicated bike lanes and/or on-street parking from Osborne Avenue to Hillsborough Avenue along Central Avenue as current roadway width can accommodated add;

iv) Mill and resurfacing Central Avenue from Osborne Avenue to Hillsborough Avenue;

v) Stop bars at side streets along Central Avenue from Osborne Avenue to Hillsborough Avenue;

vi) 10 textured side street crosswalks at locations approved by the City;

vii) High emphasis crosswalk with RRFB and pedestrian median refuge at N. Florida Avenue and W. Giddens Avenue.

b) Community Outreach for Transportation Upgrades - Hillsborough High School is located within this boundary, and houses students of both the traditional high school as well as the International Baccalaureate (IB) program. During the school year, both sides of Central Avenue are used by parents as informal drop-off and pick-up locations for the students. Central Avenue is also a popular bicycling corridor through Seminole Heights.

i) Direct Support and Coordination – This subtask includes time for public information consultant to discuss construction specifics, options and timetable for this work with project team; identify interested parties and key issues; and develop a strategy for obtaining input. This task also includes management of the public outreach element, preparation of monthly invoices, and miscellaneous communications. This task includes development of a review process for all materials to ensure consistency with City requirements.

ii) Public Information Materials

(1) Develop key messages for traffic calming, restriping and repaving portion of the project, including need, benefits, schedule, and maintenance of traffic. Includes one update.

(2) Draft, layout and finalize a color 11"x17" project map handout to be used in briefings. Handout will show proposed traffic calming and restriping options and highlight benefits. Includes design and printing up to 150 color copies.

(3) Draft and finalize web content to be included on the Southeast Seminole Heights webpage.

(4) Draft and finalize FAQs (Frequently Asked Questions) for inclusion with the Southeast Seminole Heights FAQ handout and website content.

(5) Draft up to two (2) social media posts and up to one (1) news releases/HOA update article for City dissemination.

(6) Task includes approximately $1,000 for graphic design support during pre-construction.

iii) Public/Stakeholder Involvement - Three key groups will be directly impacted by this project:

(1) Hillsborough High School administrators and parents who drop off and pick up students

(2) Area residents, including those who live directly along Hillsborough Avenue as well as those who regularly drive or cycle along Central Ave.

(3) St. Paul's Lutheran Church. The church has its own parking lot and parishioners do not typically park along Central Ave. so their impact is likely to be no greater than already expected from the construction/installation of the stormwater improvements.

To obtain stakeholder input on possible restriping options, this task includes:

(4) Discussing issues relating to student drop-off and pick-up during briefings with Hillsborough High School administrators.

(5) Contacting Old Seminole Heights Neighborhood Association, Lutheran Church and Seminole Heights Bicycle Club to discuss project and opportunities for input.

Additionally, input will be obtained by:

(6) Developing and conducting a short online survey for parents who currently drop off or pick up students along Central Avenue. Survey notice be provided by the consultant, which will pass out flyers to parents in the drop-off area over a 2-to 3-day period. The flyer will have a line to a Survey Monkey survey.

(7) Providing the survey link to residents who live directly on Central Avenue between Hillsborough and Osborne (about 47 properties) via door hanger.

(8) Including the Central Avenue traffic calming proposal as part of the pre-construction Open House, with up to three (3) graphic display boards showing various options. Participants will be asked can be asked to rank their preferred alternative using "sticky dots."

c) Upon completion of the public outreach and analysis, and subject to approval by the City, these upgrades will be incorporated into the final design plans.

TASK 10.0 – Permitting/Environmental Services

a) FIRM shall prepare, sign and seal and submit applications with exhibits for review and approval for the following:

- Florida Department of Environmental Protection (FDEP) Domestic Wastewater Collection/Transmission System Permit
- FDEP National Pollutant Discharge Elimination System (NPDES) permit including Surface Water Pollution Prevention Plan (SWPPP).
- Port Tampa Bay Minor Construction Permit (outfall)
- SWFWMD ERP Construction Permits (2), Phase 1A & Outfall, and Remainder of Project
- United States Army Corps of Engineers (USACE) Nationwide Dredge and Fill Permit (outfall)
- Florida Department of Transportation (FDOT) Utility Permits (5), Florida Avenue, Interstate 275, Hillsborough Avenue, and Nebraska Avenue (2)
- FDOT Drainage Connection Permit
- FDEP Notice of Intent to Use the General Permit for Water Main Extensions (relocated water mains) (8)
- City of Tampa Right-of-Way Use Permit
- Hillsborough County Environmental Protection Commission (EPC) Wetlands Permit (outfall)

FIRM will meet with FDEP, USACE, Hillsborough County EPC and/or Port Tampa Bay as needed to coordinate permitting activities. FIRM shall flag wetland jurisdictional boundaries, gain regulatory approval and survey boundaries. FIRM will receive and respond to Requests for Additional Information (RAIs). FIRM will notify the CITY's Project Manager of the amount and payee needed for each permit within fifteen (15) business days in advance of issuing permit fees with applications. FIRM will pay permit application fees. Permit application fees will be refunded to the FIRM from the appropriate task. It is the intent to design and construct the PROJECT such that mitigation will not be required.

b) Route Reconnaissance

Route shall be reviewed in the field by civil engineer and environmental scientist. Focus will be on the outfall sites.

c) Establish Jurisdictional Lines

Establish boundaries of herbaceous wetlands and jurisdictional surface waters if present and mark a preliminary jurisdictional boundary along river. Meet with regulatory agency to approve and/or adjust the lines for the herbaceous wetlands and jurisdictional surface waters.

d) Environmental Summary and Request for Additional Information Assistance

Environmental scientist shall prepare a summary of the quality of the herbaceous wetlands and recommendations how to mitigate for proposed impacts from construction. Environmental scientist shall assist with permitting requests for additional information.

Task 10.0 Deliverables: Copies of all application packages and subsequent responses to permit agency comments will be provided in pdf format

TASK 11.0 – Preparation of Guaranteed Maximum Price Proposal (GMP)

The Firm will provide a draft GMP with the co-funding package and final GMP within 30 days after the 60% submittal. The draft GMP be used to determine small and minority business subcontracting opportunities.

As part of the GMP Proposal preparation the FIRM shall use the plans and the GMP estimate to identify minority and small business subcontracting opportunities and will develop work scopes and cost estimates for these opportunities. The Firm with assistance from the City will prepare a project task worksheet (PTW) and will meet with the Minority and Small Business Development Office (MBDO) to establish the minority and small business subcontracting goals for the PROJECT. The Firm will be responsible for complying with the requirements of City's Minority and Small Business program with preparation of the final GMP.

Task 11.0 Deliverables: Firm shall provide draft GMP, in pdf format; PTW in excel format, meeting with City's MBDO and final GMP, in pdf format.

Contingency

Contingency services shall include additional services required for the successful completion of the PROJECT and not included in the detailed scope of services above. Contingent services include contaminated soils or groundwater remediation to permit the safe installation of infrastructure, mitigation for wetland or other environmental impacts if required by permit conditions, Owner requested additions and design of utility relocations significantly over and above those identified herein under Tasks 7.0 and 8.0. Contingency services shall only be provided when requested in writing by the CITY or approved in writing by the CITY. Each Contingency service work authorization shall include a not-to-exceed cost and schedule.

End of Scope of Services

Schedule

- FIRM shall provide Preliminary Design Report within 120 calendar days of notice to proceed.
- FIRM shall provide SWFWMD co-funding submittal and draft GMP within 200 calendar days of notice to proceed.
- FIRM shall provide 60% design submittal (Task 6d) within 221 calendar days of notice to proceed.
- FIRM shall provide final GMP based on 60% design within 245 calendar days of notice to proceed
- FIRM shall provide 90% design submittal (Task 6f) within 75 calendar days of receipt of City comments on the 60% submittal. Assumed City review time is two weeks.
- FIRM shall submit permit applications (Task 10) on a schedule intended to secure permit approvals for the Project within 45 calendar days of submitting the 90% design submittal.
- FIRM shall complete all Pre-Construction Design-Build Services included in this scope of services within 14 months (426 calendar days).

Attachment A
Submittal Schedule

Deliverables		Submittals					
		Prel. Design	Feasibility Submittal	SWFWMD Submittal Package	60%	90%	100%
Preliminary Design							
	Tree Audit/Survey & Arborist Report						
	Route Analysis and Recommendation						
	Feasibility Assessment						
	H&H Model						
	Green Infrastructure Recommendations						
	Preliminary Design Report						
	Survey, SUE & Exist. Utilities Assessment						
	Geotechnical Report						
	Storm sewer Design Calculations						
	Benefit/Cost Analysis (BCA)				Updated		
	SWFWMD 30% Design Package w/ BCA						
GMP							
	Preliminary Cost Estimate						
	Draft GMP						
	Final GMP				60%+30 days		
Roadway and Stormwater							
	Title Page		Sufficient for Preliminary Cost Estimate and Attaining Project Feasibility			All components, notes, labeling, quantities, etc.	All components, Q/C'd and all comments addressed
	Index						
	Key Plan						
	Legend, Summary of Quantities and General Notes			Legend & GNs			
	Drainage Map			Basin IDs			
	Typical Roadway Sections			1			
	Existing Conditions, Erosion Control, Demo Limits and Tree protection/removal Plans						
	Plan/Profile Sheets			2			
	Intersection Plan Sheets				3		
	Stormwater Pipe Profiles				2		
	Civil Details			Standards			
	Structural Drawings - Junction Boxes			Dimensns	5		
	Cross Sections				4		
	Driveway Cross Sections				4		
	Signing and Pavement Marking Plans				4		
	MOT plans - Segment I						
City Utility Relocation							
	Title Page						
	Index						
	Key Plan						
	Legend and General Notes						
	Plan/Profile Sheets			2			
	Details			Standards			
Permitting & Utility Coordination							
	Permit applications						
	Permit RFI's, resubmittals & Approvals						
	Private Utility Notification Matrix						

At a minimum, the following items should be included:

1 Slopes, dimensions & pavement sections
2 Existing profile with utilities and proposed profile with pipe/structures size/type labeling
3 Existing and Proposed linework
4 Existing section and template linework
5 Dimensioned and general steel layout
6 Sign size/location, markings linework and general callouts
7 Indicate trees to be removed/preserved, erosion control, demo limits

EXHIBIT B

19-C-00012: Southeast Seminole Heights Flooding Relief Project
Initial (Pre-Construction) Design-Build Services

Fee Compensation

For performing the services identified within Exhibit A, a not-to-exceed fee of $ 3,421,155.00 has been established for the work described. Invoices will be submitted monthly based percent complete for the tasks described in the scope of services and summarized below.

Total Fee Compensation **$ 3,421,155.00**

Task	Description	Stormwater	Water Distribution System Upgrades	Transportation Upgrades
1.0	Project Management and Coordination	$ 394,220.00		
2.0	Public Outreach and Information for the Stormwater Trunk Line	$ 246,415.00		
3.0	Preliminary Design	$ 219,080.00		
4.0	Geotechnical Investigations and Engineering	$ 68,165.00		
5.0	Survey and SUE Services for the Stormwater Trunk Line	$ 260,160.00		
6.0	Roadway, Stormwater and Structural Design	$ 758,165.00		
7.0	Utility Relocations Funded by the Stormwater Group	$ 428,965.00		
8.0	Utility Relocations Funded by the Water Department		$ 526,060.00	
9.0	Transportation Upgrades Funded by Transportation Engineering			$ 148,455.00
10.0	Permitting/Environmental Services	$ 98,270.00	$ 14,700.00	
11.0	Preparation of GMP	$ 26,244.00	$ 5,675.00	$ 1,581.00
	Contingency	$ 150,000.00	$ 60,000.00	$ 15,000.00
	TOTALS	**$2,649,684.00**	**$ 606,435.00**	**$ 165,036.00**

Stormwater Base Fee	$ 2,375,170.00
Permitting	$ 98,270.00
Prepare GMP Proposal	$ 26,244.00
Contingency	$ 150,000.00
TOTAL	$ 2,649,684.00

Water Upgrades Base Fee	$ 526,060.00
Permitting	$ 14,700.00
Prepare GMP Proposal	$ 5,675.00
Contingency	$ 60,000.00
TOTAL	$ 606,435.00

Transportation Upgrades Base Fee	$ 148,455.00
Permitting	$ 0.00
Prepare GMP Proposal	$ 1,581.00
Contingency	$ 15,000.00
TOTAL	$ 165,036.00

Exhibit C

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

Document updated and approved by Legal and Risk Management as of 08/16/2016

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/Hangerkeeper/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 untenantable, 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.

Document updated and approved by Legal and Risk Management as of 08/16/2016

Exhibit D

Tampa's Equal Business Opportunity Program Procedures for GMPs

- 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 to 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 list of available SLBE and/or W/MBE firms to be solicited.
  (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 GFECP 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.: 19-C-00012 Contract Name: Southeast Seminole Heights Flooding Relief Project (STORMWATER SCOPE)
Company Name: David Nelson Construction Co. Address: 3483 Alt 19, Palm Harbor, FL 34683
Federal ID: 59-1616643 Phone: 727-784-7624 Fax: 727-787-7723 Email: llilla@nelson-construction.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 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
O 16-0810270	Wade Trim 201 N. Franklin Street, Suite 1350, Tampa, FL 33602	CM	925	E	Y
W 59-2733609	Suncoast Land Survey, Inc. 111 Forest Lake Boulevard, Oldsmar, FL 34677 813.854.1342, slsurvey@tampabay.rr.com	CF	925	E	Y
W 26-3947444	Arehna Engineering, Inc. 5012 W. Lemon Street, Tampa, FL 33624 (813) 944-3464, Fax (813) 944-4959, jmcrory#arehna.com	CF	925	E	Y
W & S 20-4556628	Dialogue Public Relations, LLC P.O. Box 96, Safety Harbor, FL 34695 (727) 580-9013, mrobinson@dialogue-pr.com	CF	912	E	Y
W & S 203422039	Earth Resources, Inc. 3411 W. Dorchester Street, Tampa, FL 33611 (813) 748-6262	CF	925	E	Y
O 13-2904652	Hazen 10002 Princess Palm Avenue, Registry One Building, Suite 200, Tampa, FL 33619, (813) 682-1223, cwells@hazenandsawyer.com	CM	925	E	Y
S 20-3212557	Applied Sciences Consulting, Inc. 1000 N. Ashley Drive, Suite 500, Tampa, FL 33602 (813) 228-0900, Fax (813) 434-2454, earaj@appliedfl.com	CM	925	E	Y
W & S 271037046	Payne's Environmental Services 5617 Causeway Boulevard, Tampa, FL 33619 (813) 677-6822, Fax (866) 467-9029, paynestrees@cs.com	CF	912	E	Y

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: VP Name/Title: David L. Velkasi V.P. Date: 6-26-19

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

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.: 19-C-00012 Contract Name: Southeast Seminole Heights Flooding Relief Project (STORMWATER SCOPE)
Company Name: David Nelson Construction Co. Address: 3483 Alt 19, Palm Harbor, FL 34683
Federal ID: 59-1616643 Phone: 727-784-7624 Fax: 727-787-7723 Email: llilla@nelson-construction.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 Federal ID	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 16-0810270	Wade Trim 201 N. Franklin Street, Suite 1350, Tampa, FL 33602	CM	925	1,495,738.45	56.4
W 26-3947444	Suncoast Land Survey, Inc. 111 Forest Lake Boulevard, Oldsmar, FL 34677 813.854.1342, slsurvey@tampabay.rr.com	CF	925	226,600	8.55
W & S 26-3947444	Arehna Engineering, Inc. 5012 W. Lemon Street, Tampa, FL 33624 (813) 944-3464, Fax (813) 944-4959, jmcrory@arehna.com	CF	925	51,670.25	1.95
W & S 20-4556628	Dialogue Public Relations, LLC P.O. Box 96, Safety Harbor, FL 34695 (727) 580-9013, mrobinson@dialogue-pr.com	CF	912	137,235	5.18
W & S 203422039	Earth Resources, Inc. 3411 W. Dorchester Street, Tampa, FL 33611 (813) 748-6262	CF	925	13,510	0.51
O 13-2904652	Hazen 10002 Princess Palm Avenue, Registry One Building, Suite 200, Tampa, FL 33619, (813) 682-1223, cwells@hazenandsawyer.com	CM	925	200,000	7.55
S 20-3212557	Applied Sciences Consulting, Inc. 1000 N. Ashley Drive, Suite 500, Tampa, FL 33602 (813) 228-0900, Fax (813) 434-2454, earaj@appliedfl.com	CM	925	34,667	1.31
W 271037046	Payne's Environmental Services 5617 Causeway Boulevard, Tampa, FL 33619 (813) 677-6822, Fax (866) 467-9029, paynestrees@cs.com	CF	912	18,314	0.69

Total ALL Subcontract / Supplier Utilization $ 2,177,734.70
Total SLBE Utilization $ 255,396.25
Total WMBE Utilization $ 481,996.25
Percent SLBE Utilization of Total Bid/Proposal Amt. 9.64**% Percent WMBE Utilization of Total Bid/Proposal Amt.** 18.19**%**

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

Signed: [signature], VP Name/Title: DAVID L. VEKASI, V.P. Date: 6-26-19

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

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.: 19-C-00012 Contract Name: Southeast Seminole Heights Flooding Relief Project (WATER SCOPE)
Company Name: David Nelson Construction Co. Address: 3483 Alt 19, Palm Harbor, FL 34683
Federal ID: 59-1616643 Phone: 727-784-7624 Fax: 727-787-7723 Email: llilla@nelson-construction.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 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
O 16-0810270	Wade Trim 201 N. Franklin Street, Suite 1350, Tampa, FL 33602	CM	925	E	Y
W 59-2733609	Suncoast Land Survey, Inc. 111 Forest Lake Boulevard, Oldsmar, FL 34677 813.854.1342, slsurvey@tampabay.rr.com	CF	925	E	Y
W 26-3947444	Arehna Engineering, Inc. 5012 W. Lemon Street, Tampa, FL 33624 (813) 944-3464, Fax (813) 944-4959, jmcrory#arehna.com	CF	925	E	Y
W & S 20-4556628	Dialogue Public Relations, LLC P.O. Box 96, Safety Harbor, FL 34695 (727) 580-9013, mrobinson@dialogue-pr.com	CF	912	E	Y
W & S 203422039	Earth Resources, Inc. 3411 W. Dorchester Street, Tampa, FL 33611 (813) 748-6262	CF	925	E	Y
O 13-2904652	Hazen 10002 Princess Palm Avenue, Registry One Building, Suite 200, Tampa, FL 33619, (813) 682-1223, cwells@hazenandsawyer.com	CM	925	E	Y
S 20-3212557	Applied Sciences Consulting, Inc. 1000 N. Ashley Drive, Suite 500, Tampa, FL 33602 (813) 228-0900, Fax (813) 434-2454, earaj@appliedfl.com	CM	925	E	Y
W & S 271037046	Payne's Environmental Services 5617 Causeway Boulevard, Tampa, FL 33619 (813) 677-6822, Fax (866) 467-9029, paynestrees@cs.com	CF	912	E	Y

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: [signature], VP Name/Title David L. Vekhi, VP Date: 6-26-19

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

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.: 19-C-00012 Contract Name: Southeast Seminole Heights Flooding Relief Project (WATER SCOPE)
Company Name: David Nelson Construction Co. Address: 3483 Alt 19, Palm Harbor, FL 34683
Federal ID: 59-1616643 Phone: 727-784-7624 Fax: 727-787-7723 Email: llilla@nelson-construction.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 Federal ID	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 16-0810270	Wade Trim 201 N. Franklin Street, Suite 1350, Tampa, FL 33602	CM	925	385,951.40	63.64
W 26-3947444	Suncoast Land Survey, Inc. 111 Forest Lake Boulevard, Oldsmar, FL 34677 813.854.1342, slsurvey@tampabay.rr.com	CF	925	101,542.00	16.74
W & S 26-3947444	Arehna Engineering, Inc. 5012 W. Lemon Street, Tampa, FL 33624 (813) 944-3464, Fax (813) 944-4959, jmcrory@arehna.com	CF	925	0.00	0.00
W & S 20-4556628	Dialogue Public Relations, LLC P.O. Box 96, Safety Harbor, FL 34695 (727) 580-9013, mrobinson@dialogue-pr.com	CF	912	23,110.00	3.81
W & S 203422039	Earth Resources, Inc. 3411 W. Dorchester Street, Tampa, FL 33611 (813) 748-6262	CF	925	0.00	0.00
O 13-2904652	Hazen 10002 Princess Palm Avenue, Registry One Building, Suite 200, Tampa, FL 33619, (813) 682-1223, cwells@hazenandsawyer.com	CM	925	0.00	0.00
S 20-3212557	Applied Sciences Consulting, Inc. 1000 N. Ashley Drive, Suite 500, Tampa, FL 33602 (813) 228-0900, Fax (813) 434-2454, earaj@appliedfl.com	CM	925	0.00	0.00
W 271037046	Payne's Environmental Services 5617 Causeway Boulevard, Tampa, FL 33619 (813) 677-6822, Fax (866) 467-9029, paynestrees@cs.com	CF	912	0.00	0.00

Total ALL Subcontract / Supplier Utilization $510,603.40
Total SLBE Utilization $ 23,110.00
Total WMBE Utilization $ 124,652.00
Percent SLBE Utilization of Total Bid/Proposal Amt. 3.81% Percent WMBE Utilization of Total Bid/Proposal Amt. 20.55%

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

Signed: Pres Name/Title: Jeffrey D Nelson/President Date: 6/28/19

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

City of Tampa

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.: 19-C-00012 Contract Name: Southeast Seminole Heights Flooding Relief Project (TRANSPORTATION SCOPE)
Company Name: David Nelson Construction Co. Address: 3483 Alt 19, Palm Harbor, FL 34683
Federal ID: 59-1616643 Phone: 727-784-7624 Fax: 727-787-7723 Email: llilla@nelson-construction.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 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
O 16-0810270	Wade Trim 201 N. Franklin Street, Suite 1350, Tampa, FL 33602	CM	925	E	Y
W 59-2733609	Suncoast Land Survey, Inc. 111 Forest Lake Boulevard, Oldsmar, FL 34677 813.854.1342, slsurvey@tampabay.rr.com	CF	925	E	Y
W 26-3947444	Arehna Engineering, Inc. 5012 W. Lemon Street, Tampa, FL 33624 (813) 944-3464, Fax (813) 944-4959, jmcrory#arehna.com	CF	925	E	Y
W & S 20-4556628	Dialogue Public Relations, LLC P.O. Box 96, Safety Harbor, FL 34695 (727) 580-9013, mrobinson@dialogue-pr.com	CF	912	E	Y
W & S 203422039	Earth Resources, Inc. 3411 W. Dorchester Street, Tampa, FL 33611 (813) 748-6262	CF	925	E	Y
O 13-2904652	Hazen 10002 Princess Palm Avenue, Registry One Building, Suite 200, Tampa, FL 33619, (813) 682-1223, cwells@hazenandsawyer.com	CM	925	E	Y
S 20-3212557	Applied Sciences Consulting, Inc. 1000 N. Ashley Drive, Suite 500, Tampa, FL 33602 (813) 228-0900, Fax (813) 434-2454, earaj@appliedfl.com	CM	925	E	Y
W & S 271037046	Payne's Environmental Services 5617 Causeway Boulevard, Tampa, FL 33619 (813) 677-6822, Fax (866) 467-9029, paynestrees@cs.com	CF	912	E	Y

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: [signature] VP Name/Title: David L Vekasi VP Date: 6-26-19.

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

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.: 19-C-00012 Contract Name: Southeast Seminole Heights Flooding Relief Project (TRANSPORTATION SCOPE)
Company Name: David Nelson Construction Co. Address: 3483 Alt 19, Palm Harbor, FL 34683
Federal ID: 59-1616643 Phone: 727-784-7624 Fax: 727-787-7723 Email: llilla@nelson-construction.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 Federal ID	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 16-0810270	Wade Trim 201 N. Franklin Street, Suite 1350, Tampa, FL 33602	CM	925	104,686.90	63.43
W 26-3947444	Suncoast Land Survey, Inc. 111 Forest Lake Boulevard, Oldsmar, FL 34677 813.854.1342, slsurvey@tampabay.rr.com	CF	925	0.00	0.00
W & S 26-3947444	Arehna Engineering, Inc. 5012 W. Lemon Street, Tampa, FL 33624 (813) 944-3464, Fax (813) 944-4959, jmcrory@arehna.com	CF	925	0.00	0.00
W & S 20-4556628	Dialogue Public Relations, LLC P.O. Box 96, Safety Harbor, FL 34695 (727) 580-9013, mrobinson@dialogue-pr.com	CF	912	31,020.00	18.79
W & S 203422039	Earth Resources, Inc. 3411 W. Dorchester Street, Tampa, FL 33611 (813) 748-6262	CF	925	0.00	0.00
O 13-2904652	Hazen 10002 Princess Palm Avenue, Registry One Building, Suite 200, Tampa, FL 33619, (813) 682-1223, cwells@hazenandsawyer.com	CM	925	0.00	0.00
S 20-3212557	Applied Sciences Consulting, Inc. 1000 N. Ashley Drive, Suite 500, Tampa, FL 33602 (813) 228-0900, Fax (813) 434-2454, earaj@appliedfl.com	CM	925	0.00	0.00
W 271037046	Payne's Environmental Services 5617 Causeway Boulevard, Tampa, FL 33619 (813) 677-6822, Fax (866) 467-9029, paynestrees@cs.com	CF	912	0.00	0.00

Total ALL Subcontract / Supplier Utilization $ 135,706.90
Total SLBE Utilization $ 31,020.00
Total WMBE Utilization $ 31,020.00
Percent SLBE Utilization of Total Bid/Proposal Amt. 18.79**% Percent WMBE Utilization of Total Bid/Proposal Amt.** 18.79**%**

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: DAVID L VEKASI, VP Date: 6-26-19

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