

RESOLUTION NO. 2024 - 541

A RESOLUTION APPROVING AN AGREEMENT FOR DESIGN-BUILD INITIAL SERVICES IN THE AMOUNT OF \$586,273 BETWEEN THE CITY OF TAMPA AND BILTMORE CONSTRUCTION CO., INC. IN CONNECTION WITH CONTRACT 24-C-00008 HFC AWTP ADMINISTRATION BUILDING HVAC REPLACEMENT 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 ("CCNA"), as applicable, the City of Tampa ("City") selected J. Biltmore Construction Co., Inc. ("Firm") to provide professional design- build services in connection with Contract 24-C-00008 HFC AWTP Administration Building HVAC Replacement Design-Build, as detailed in the Agreement for Design-Build Initial Services in the amount of \$586,273 between the City and the Firm ("Agreement"); and

WHEREAS, the City desires to enter into this Agreement with the Firm to provide the assessment, design and construction of the HFC AWTP Administration Building's Heating, Ventilation, and Air Conditioning (HVAC) system replacement which is needed to restore system reliability, improve efficiency, and meet the requirements of the current use of the building; and

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

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

Section 1. The Agreement between the City of Tampa and Biltmore Construction Co., Inc., in connection with Contract 24-C-00008 HFC AWTP Administration Building HVAC Replacement Design-Build, a copy of which is attached hereto and made a part hereof, is authorized and approved in its entirety or in substantially similar form.

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

Section 3. This resolution provides funding in the amount of \$586,273 for the Howard F. Curren AWTP HVAC Replacement, Design-Build Project for use by the Wastewater Department within the Wastewater Bonds – Series 2024 Capital Projects Fund.

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

Section 5. 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
JUN 20 2024.

ATTEST:


CITY CLERK/DEPUTY CITY CLERK


CHAIRMAN/CHAIRMAN PRO-TEM CITY COUNCIL

APPROVED AS BY FORM:

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

AGREEMENT FOR DESIGN-BUILD INITIAL SERVICES

THIS AGREEMENT, made and entered into at Tampa, Florida, this _____ day of _____, 2024, by and between the City of Tampa, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", and the following entity authorized to do business in the State of Florida: Biltmore Construction Co., Inc., hereinafter referred to as "FIRM", with an FEIN of 59-0720349.

WITNESSETH:

WHEREAS, the CITY desires to engage the FIRM to perform certain services pertinent to such work which shall be referred to as Contract 24-C-00008; HFC AWTP Administration Building HVAC Replacement Design-Build ("Project") in accordance with this Agreement and limited to the elements of the Design Criteria Package ("DESIGN CRITERIA PACKAGE") attached hereto as **Exhibit A**; and

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

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

I. GENERAL SCOPE OF THIS AGREEMENT

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

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

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

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

II. DATA AND SERVICES TO BE PROVIDED BY THE CITY

The CITY shall provide:

A. Available plans and specifications of existing construction.

B. Ground topography.

III. PERIOD OF SERVICE

A. The FIRM shall begin work promptly after receipt of a fully executed copy of the Agreement. All work shall be completed within 233 calendar days (design/preconstruction) after issuance of the Notice to Proceed.

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

IV. GENERAL CONSIDERATIONS

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

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

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

V. COMPENSATION

The CITY shall compensate the FIRM for the Initial Design-Build services performed under this Agreement in the amount of \$586,273 in accordance with **Exhibit C**.

VI. PAYMENT

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

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

VII. RECORDS

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

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

VIII. PERSONNEL

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

IX. SUSPENSION, CANCELLATION OR ABANDONMENT

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

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

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

X. TERMINATION

A. Termination for Cause.

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

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

B. Termination for Convenience.

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

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

XI. INSURANCE

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

XII. INTERESTS OF MEMBERS OF THE CITY

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

XIII. INTEREST OF THE FIRM

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

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

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

XIV. COMPLIANCE WITH LAWS

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

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

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

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

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

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

XV. ASSIGNABILITY

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

XVI. EQUAL EMPLOYMENT

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

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

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

C. Workforce Development Program; firms are expected to submit a Workforce Development Plan within forty-five days after the Initial Services Agreement Notice to Proceed is issued. The City's

Design-Build Workforce Development Framework is posted at <https://www.tampa.gov/contract-administration/info> and is to be used to develop the Workforce Development Plan.

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

XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM

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

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

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

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

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

XVIII. CODE OF ETHICS

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

XIX. NEGATION OF AGENT OR EMPLOYEE STATUS

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

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

XX. SEVERABILITY

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

XXI. CHOICE OF LAW

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

XXII. DESIGNATION OF FORUM

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

XXIII. AUTHORIZATION

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

XXIV. ENTIRE AGREEMENT

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

XXV. INDEMNIFICATION

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

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

XXVI. ESTOPPEL/WAIVER

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

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

XXVII. AUDIT REQUIREMENTS.

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

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

If expenditure does not exceed \$750,000 during an operating year, the FIRM shall provide the CITY with its annual financial statement within ninety (90) days of the end of its operating year. Said financial statement shall be prepared by an actively licensed certified public accountant.

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

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

XXIX. BUDGET APPROPRIATIONS

The CITY is subject to Section 166.241, Florida Statutes, and is not authorized to contract for expenditures in any fiscal year except in pursuance of budgeted 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; or 3. On the Iran Terrorism Sectors List, created pursuant to s. 215.473."

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 or in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the CITY) on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that records, in part or in total, that are exempt or that are confidential and exempt from disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion (or earlier termination) of the Agreement if FIRM does not transfer the records to the CITY;
4. Upon completion (or earlier termination) of the Agreement, FIRM shall within 30 days after such event either transfer to the CITY, at no cost, all public records in possession of the FIRM or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If FIRM transfers all public records to the CITY upon completion (or earlier termination) of the Agreement, FIRM shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon completion (or earlier termination) of the Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the agency.

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

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

XXXII. E-VERIFY

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

[SIGNATURE ON FOLLOWING PAGE]

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.

FIRM: Biltmore Construction Co., Inc.

By: _____

Print Name: _____

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

Other (must attach proof of authority): _____

License no: _____

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

[SEAL]

ATTEST:

CITY: City of Tampa, Florida

By: _____
City Clerk/Deputy City Clerk

By: _____
Jane Castor, Mayor

[SEAL]

APPROVED AS TO FORM:

Justin R. Vaske, Senior Assistant City Attorney

Exhibit A



City of
Tampa
Florida

**RFQ: 24-C-00008 DESIGN-BUILD SERVICES
FOR THE
HOWARD F. CURREN ADVANCED WASTEWATER TREATMENT
PLANT ADMINISTRATION BUILDING HVAC REPLACEMENT**



PREPARED BY:

Jacinto Ferras, P.E. – PROFESSIONAL ENGINEER
WASTEWATER DEPARTMENT

CITY OF TAMPA
NOVEMBER 2023



Digitally signed by Jacinto
Ferras
Date: 2023.11.02 15:35:02
-04'00'

RFQ: 24- C-00008

Howard F. Curren Advanced Wastewater Treatment Plant Admin Bldg HVAC Replacement
Design Criteria Package

DESIGN CRITERIA PACKAGE

I. Purpose

The City of Tampa has prepared this Design Criteria Package for RFQ: 24-C-0008 Design-Build Services related to the Howard F Curren Advanced Wastewater Treatment Plant (HFC AWTP) Administration Building HVAC Replacement. It is the City's intent that the improvements be accomplished through a design-build approach and be completed through the development and execution of a Guaranteed Maximum Price (GMP) proposal. The City may, at its option, directly purchase certain products for use on this contract.

I.1 The scope shall include, but not be limited to the following:

- Comprehensive design services to include:
 - Assessment and identification of HVAC systems replacement needs to restore, update, maintain and improve indoor air quality, temperature and humidity regulation, and proper exhausting of laboratory vent hoods while maintaining continuous Main (Analytical) Laboratory operations.
 - Development of an alternatives analysis of potential improvements that will be used to evaluate and finalize required improvements.
- Comprehensive design services of selected improvements.
- Coordinating, applying for, and obtaining regulatory permits.
- Preparing plans and estimates for construction permits.
- Preconstruction services with development of Guaranteed Maximum Price (GMP) for the construction of selected improvements and associated components.
- Development of construction sequencing and project phasing needed to maintain 24/7 continuous laboratory operations and minimize construction costs.
- Installation and construction for the complete and working operations of the selected improvements and associated components.
- Scheduling of all logistics and maintaining operations during construction.
- Engineering services during construction shall include: attending meetings, responding to Requests for Information (RFI), reviewing submittals, and commissioning services.
- Construction Management and Oversight.
- Start-up and testing.
- Development of Operation and Maintenance Manuals.
- Training staff in the operation of the selected improvements.
- Estimated Total Budget: \$8,000,000.

I.2 This document provides the criteria for the design and construction of the HFC AWTP Administration Building's HVAC system replacement. The intent is to list the minimum design-build criteria necessary for achieving these improvements.

RFQ: 24- C-00008

Howard F. Curren Advanced Wastewater Treatment Plant Admin Bldg HVAC Replacement Design Criteria Package

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

1.4 A general scope of work for the improvements included in the project is provided below.

2. Background – Administration Building

The HFC AWTP Administration Building was constructed in 1992. It originally housed Treatment Plant Management offices in the eastern part of the building's second floor and three laboratories in the western and central parts of the building's second floor: the Main (Analytical) Lab, Industrial Waste Lab, and Bay Studies Lab. The first floor is composed of three entrance lobbies, three storage rooms, utility/mechanical rooms, and covered parking areas for vehicles. The building's penthouse, which sits on top of the second floor, is a mechanical room that houses the building's four large air handlers and most of the building's 29 exhaust air fans. There are four fan-coil units in the penthouse that are used for local air cooling.

The Administration Building, with exception of the Main Lab, underwent interior remodeling in 2014. The Bay Studies Lab was remodeled and converted into office space for the Wastewater Department's Engineering Design and Drafting Division. The Industrial Waste Lab was remodeled and reduced in size to provide additional space for the new Design/Drafting area. The AWTP Management Office area was remodeled to accommodate a greater number of offices and personnel. The remodel project only included minor changes to the building's HVAC system and the original system remains largely in place.

The building's HVAC system is served by two 206-ton chillers that alternate as lead and backup chillers. The active chiller provides chilled water to the four main air handlers and to seven smaller fan-coil units within the building. The chillers' condensing units are cooled by AWTP effluent water. The existing chillers were installed in 2009. The building has one 3,000,000 BTUH (max. input) natural gas burning, heating water boiler which was installed in early 2023. The boiler supplies heating water to the four main air handlers, 47 reheat coil units, 38 air terminal units and five water unit heaters throughout the building. The boiler and chillers are in the mechanical room on the first floor.

Air Handler #1 is designed to provide 11,300 cfm of supply air to the 2nd floor Administrative Offices, Front Lobby, east restrooms, women's locker room, kitchen and break room areas. The combined floor space served by Air Handler #1 is approximately 6,200 square feet. The east restrooms and the women's locker room supply air is exhausted out of the building by Exhaust Air Fan #2. A Return Air Fan is used to draw air from the remaining areas and return it to Air Handler #1.

Air Handler #2 and Air Handler #4 serve the Main Laboratory area. The Main Lab area contains three offices, the AWTP's Main Computer Room, five specialized prepping & testing rooms, a large open lab area, a sample receiving area, and three separate storage rooms. The Main Lab area floor space is approximately 7,600 square feet. Air Handlers #2 and #4, provide 100% outside air (no inside air is returned to these air handlers). Air Handler #2 is designed to provide most of the supplied Air to the

Exhibit A

RFQ: 24- C-00008

Howard F. Curren Advanced Wastewater Treatment Plant Admin Bldg HVAC Replacement Design Criteria Package

Main Lab area at a rate of 14,880 cfm. Air Handler #4 is used to provide supplemental air to several of the fume hoods, when they are in operation, at a combined maximum total rate of 7,000 cfm. The supplied air is exhausted from the Main Lab area by fume hoods and four additional exhaust air fans. There are thirteen fume hoods within the Main Lab area, each with a dedicated exhaust fan that is located within the penthouse. There are two separate 2-ton "mini-split" air conditioning units and one high purity air filtering unit that are used to circulate the air within the Computer Room.

Air Handler #3 is designed to provide 11,300 cfm of supply air to the Engineering Design/Drafting, Industrial Waste Lab, west restroom, men's locker room and Electrical Room areas on the second floor (totaling approximately 5,500 square feet), and approximately 2,000 square feet on the first floor, for a total of approximately 7,500 square feet of floor space. The air supplied to the west restroom, men's locker room, much of the Industrial Waste Lab, and the areas on the first floor is exhausted out of the building by Exhaust Air Fans #4 and #7. A Return Air Fan is used to draw air from the remaining areas and return it to Air Handler #3.

A new Building Automated (HVAC) Control system was installed in 2013. This entailed replacing the original digital control system, which incorporated Temperature Control Panels and pneumatically operated valve actuators, with a new Building Automation System (BAS) network, which incorporates KMC Controllers, electrically operated actuators and the BACnet communications protocol, for which a personal computer (PC) serves as an operator interface, and which can be monitored and adjusted remotely via an internet browser through the KMC TotalControl web portal.

The building's air conditioning system was originally designed so that Air Handlers #1, #2 and #3 would cool incoming air down to 55-degrees (F) and send it through the supply air duct systems. The 55-degree air would then be reheated, to the desired (adjustable) temperature, at a local heating water coil unit (ATU, RHT, or other) just prior to being released into an office space or room space. Some of the heating water coil units throughout the building have been plagued with clogging problems and thereby have not been able to properly reheat the supplied air. The Main Laboratory is one of the areas that has been experiencing ongoing problems with maintaining proper temperature and humidity in several work areas. The Main Laboratory requires a stable air temperature and humidity level to properly perform sampling and testing of various types of specimens.

Since 2015, Wastewater Staff working in the area served by Air Handler #3 have been complaining about strong, unpleasant odors in their work areas. The Wastewater Department hired a consultant engineering firm, in 2017, to investigate the cause and develop solutions. Multiple options were provided and the City selected to modify the outside air intakes for Air Handlers #1 and #3 by installing a combined air duct and extending it away from the exhaust fan discharge plenum, and other exhaust fan discharges, to reduce the amount of exhaust air contaminants getting pulled into the outside air intakes. This solution helped to some extent but did not prevent odors from coming into the work areas. Additional investigations have been conducted, but the exact cause of the odors has not been determined.

Exhibit A

RFQ: 24-C-00008

Howard F. Curren Advanced Wastewater Treatment Plant Admin Bldg HVAC Replacement Design Criteria Package

Due to the age and continued problems with the HVAC system, the odor issues, the conversion of laboratories into office space, and the need to have a stable air temperature and humidity level in the main laboratory, the City desires to replace the entire HVAC system.

3. Design Criteria

A new HVAC system shall be provided to meet current building use and office spaces, improve air quality and system reliability, and improve efficiency and energy use. Improvements may include, but are not limited to, new chillers, air handlers, ductwork, Variable Air Volume (VAV) boxes, fume hood exhaust systems for laboratories, and control systems. The new system shall meet current codes and energy efficiency requirements.

4. Project Scope Requirements

4.1 Conduct preliminary design services that include the following:

- Evaluate and determine HVAC system requirements for building use and improved air quality including preliminary sizing of equipment, layout, control systems, and other requirements.
- Determine construction sequences. The building contains an analytical laboratory that provides sampling and testing needed to maintain the operation of the treatment plant. It is essential that these functions are continued throughout the project construction. Project sequences may require temporary equipment and/or facilities to maintain laboratory operations.
- Develop and evaluate alternatives for HVAC system improvements and project sequences.
- Prepare cost estimates for various alternatives.

The City will evaluate the various alternatives and will make a final selection of the required improvements that will be used for the final design.

4.2 Final Design

The Design-Build team shall prepare and submit detailed construction plans and specifications at 60%, 90%, 100% and Issued for Construction phases. The improvements shall be designed, and construction sequences shall be developed to maintain the Main Laboratory operations during construction.

All drawings shall be produced in 3D (i.e., AutoCAD Civil 3D or Rivet as compatible for rendering) and shall be accurately georeferenced.

4.3 Preparation of Guaranteed Maximum Price (GMP) and Project Task Worksheet (PTW)

The Design-Build team will provide a GMP estimate and a PTW at the 60% construction plan phase that will be used to determine small and minority business subcontracting opportunities. Scope and schedule to include meetings with the City for GMP proposal goal setting.

RFQ: 24- C-00008

Howard F. Curren Advanced Wastewater Treatment Plant Admin Bldg HVAC Replacement Design Criteria Package

The Design-Build team will provide a final GMP proposal, including assumptions and clarifications, for review. Scope and schedule to include meeting with the City for GMP proposal reviews.

4.4 Permitting

The Design-Build team will be responsible for all required environmental testing and permitting needed to complete the project. The Design-Build team will also be responsible for building and other permits needed for the project. The scope of these requirements will be determined by the Design-build team based on the selected improvements and construction requirements.

4.5 Construction Management and Oversight

The Design-Build team will be responsible for construction management activities and oversight with consistent coordination with the City during construction. The contractors utilized shall have the suitable personnel and equipment, resources, financial stability, and experience to accomplish the Project requirements and objectives. The design-build team will be responsible for coordinating construction activities with plant operations, other projects, and to maintain the laboratory functions during construction.

4.6 Start-up/Testing/Training

The Design-Build team shall provide start-up services for the completed improvements. The design-build team shall also conduct all performance testing needed for final acceptance of the project.

Operation and maintenance manuals specific to the installed equipment shall be developed and provided to the Wastewater Department. The specific format of the O&M manuals will be defined during the design phase of the project. Specific equipment information will also need to be compiled through the City's Asset Tracking form and conveyed to the City so that the equipment's asset data can be entered into the City's Maintenance Management System.

The Design-Build team shall provide all training to the HFC AWTP staff on the proper operation and maintenance of the installed equipment. The specific training requirements and equipment requiring training will be provided during the final design phase of each improvement.

The Design-Build team shall provide AutoCAD and PDF as-built drawings that accurately depict the as-built conditions of the completed improvement.

B

Design-Build Detailed Scope of Work

The HFC AWTP Administration Building was originally constructed in 1992. It originally housed Treatment Plant Management offices in the eastern part of the building's second floor and three laboratories in the western and central parts of the building's second floor: the Main (Analytical) Lab, Industrial Waste Lab, and Bay Studies Lab. The first floor contains storage rooms, utility/mechanical rooms, and covered parking areas for vehicles. In 2014, the building underwent an interior remodeling to convert the Bay Studies Lab area and areas of the Industrial Waste Lab into office space. The remodel project only included minor changes to the building's HVAC system and the majority of the original system remains in place.

The building's HVAC system is served by two 206-ton chillers that alternate as lead (active) and backup chillers. The existing chillers were installed in 2009. The building has one 3,000,000 BTUH (max. input) natural gas burning, heating water boiler which was installed in early 2023.

Although the Administration Building has undergone rehabilitations and improvements of its HVAC system since the original construction, several of the building's HVAC system components have reached the end of their useful life. In addition, the HVAC system has not been redesigned to support the areas that were converted from laboratory space to office space. A new HVAC system is needed to restore system reliability, improve efficiency, and meet the requirements of the current use of the building. The project's general scope of work will consist of the following:

1. Assessment of equipment replacement needs. A goal of this project is install a modern and efficient HVAC system as if this building was newly constructed today. Existing equipment may not need to be assessed if it is deemed necessary to replace equipment to achieve this goal. In addition, all existing ductwork needs to be replaced to ensure there will be no odors after this project is completed.
2. Development and analysis of alternatives for heating, ventilation and air conditioning systems, construction sequencing, methods to minimize disruption during construction, and associated cost estimates.
3. Complete design of selected alternative.
4. Construction of selected alternative.

The scope of the design-build contract will include, but not be limited to:

4.1 Conduct preliminary design services that include the following:

- Evaluate and determine HV AC system requirements for building use and improved air quality including preliminary sizing of equipment, layout, control systems, and other requirements.
- Determine construction sequences. The building contains an analytical laboratory that provides sampling and testing needed to maintain the operation of the treatment plant. It is essential that these functions are continued throughout the project construction. Project sequences may require temporary equipment and/or facilities to maintain laboratory operations and other staff functions, including alternatives for maintaining lab operations and other staff functions during operations.
- Develop and evaluate alternatives for HV AC system improvements and project sequences.
- Prepare cost estimates for various alternatives.

Exhibit B - Scope and Schedule

B

Design-Build Detailed Scope of Work

The City will evaluate the various alternatives and will make a final selection of the required improvements that will be used for the final design.

4.2 Final Design

The Design-Build team shall prepare and submit detailed construction plans and specifications at 60%, 90%, 100% and Issued for Construction phases. The improvements shall be designed, and construction sequences shall be developed to maintain the Main Laboratory operations during construction.

All drawings shall be produced in 3D (i.e., AutoCAD Civil 3D or Rivet as compatible for rendering) and shall be accurately georeferenced.

The Design-Build team will be responsible for all required environmental testing and permitting needed to complete the project. The Design-Build team will also be responsible for building and other permits needed for the project. The scope of these requirements will be determined by the Design-build team based on the selected improvements and construction requirements.

4.3 Preparation of Guaranteed Maximum Price (GMP) and Project Task Worksheet (PTW)

The Design-Build team will provide a GMP estimate and a PTW at the 60% construction plan phase that will be used to determine small and minority business subcontracting opportunities. Scope and schedule to include meetings with the City for GMP proposal goal setting.

The Design-Build team will provide a final GMP proposal, including assumptions and clarifications, for review. Scope and schedule to include meeting with the City for GMP proposal reviews.

4.4 Project Management

This task will included items such as managing completion and submission of deliverables, coordinating subconsultants and design activities, submitting invoices and progress reports to support invoices, facilitating quality assurance and quality control, value engineering and constructability reviews, scheduling meetings, etc.

*Please see attached Exhibit B for schedule.

Exhibit B - Scope and Schedule



McKim & Creed Proposal



ENGINEERS
SURVEYORS
PLANNERS

May 14, 2024

234327_2

Travis Parker
President
Biltmore Construction
1055 Ponce De Leon Blvd.
Clearwater FL 33756

Subject: City of Tampa Howard F Curren (HFC) Advanced Water Treatment Plant (AWTP) Administration Building HVAC Replacement Design Build 24-C-00008

Travis,

McKim & Creed, Inc. (the "Engineer") is pleased to submit this letter proposal to Biltmore Construction (the "Client") for providing mechanical, electrical, plumbing, and fire protection (MEP/FP) engineering services for the City of Tampa (COT) HFC AWTP Administration Building HVAC Replacement project.

SCOPE OF SERVICES

Our understanding of the project scope is to provide mechanical, electrical, plumbing, and fire protection (MEP/FP) engineering design services as part of a Design Build Team for the COT, HFC AWTP Admin. Building HVAC Replacement Project as described in this proposal letter. The project scope is based on the Design Criteria Package provided by the COT before the pre-submittal conference on November 27, 2023. Additional documents provided to the Design Team for review included Design Alternatives for Odor Control 6-22-2017 and Heating Ventilation and Air Conditioning System Evaluation 3-24-2021. Additional information regarding the project scope was provided during a pre-proposal meeting with the COT on 3-5-24.

1065 Homer Avenue
Clearwater, FL 33752
727 442 3195
Fax 727 461 3027
www.mckimcreed.com

The Admin. Building is a two (2) story building with a rooftop penthouse housing the mechanical equipment. The building is approximately 21,300 ft² and includes lab spaces, office / admin spaces, locker rooms, kitchen space, electrical, mechanical and computer room spaces. The building was originally built in 1992 and has undergone a number of renovations and space configuration changes without a significant HVAC renovation. The current HVAC system consists of both newer and original equipment.





McKim & Creed Proposal

City of Tampa HFC AWTP Admin Building HVAC Replacement

Since 2015 the building has been experiencing a number of issues including space comfort issues, temperature and humidity as well as strong odors. The scope of this project includes evaluating the existing MEP/FP systems and building envelop and providing a design to update and replace the existing HVAC system with a current, modern system that addresses all of the occupant concerns.

The project design scope will consist of two (2) Phases, each with a set of defined tasks. The phases include an Initial Assessment / Schematic Phase and an Engineering Design Phase. The phases and associated tasks will be detailed in the paragraphs below.

The initial construction budget for this project is approximately \$8,000,000 based on the Design Criteria Package. An engineering cost estimate of \$9,650,000 was provided in the Heating Ventilation and Air conditioning System Evaluation report done in March of 2021. This budget assumed additional cost for the phasing and relocating / temporary equipment connections to maintain the 24/7 operation of the building.

McKim & Creed's MEP/FP Engineering Design Services Scope of work includes the following assessment, design and construction administration services:

Phase 1 – Initial Assessment and Schematic Design

- Task 1 Admin Building MEP/FP and Architectural Assessment:
 - Meet with COT project managers and the building occupants to document existing conditions, space usage requirements and future space considerations. Specific issues to discuss include space configurations, comfort issues, both temperature and humidity and odor issues.
 - Review all existing documentation including record drawings, reports and occupant interview notes.
 - Perform a mechanical system assessment of all existing air handlers, lab exhaust fans, ductwork, chillers, boilers, hydronic piping system and controls. Assessment will also include interviewing mechanical contractors familiar with the current building operation and issues and reviewing utility information – water, electricity and natural gas usage.
 - Perform an architectural assessment of the existing building configuration and envelope. Create an electronic file of the existing building space configuration for use in Phase 2 design. Review also includes investigation of the existing building envelope.
 - Perform a structural assessment of the existing roof in areas that may support the installation of new lab exhaust fans as part of the Phase 2 design.

Exhibit B



McKim & Creed Proposal

City of Tampa HFC AWTP Admin Building HVAC Replacement

- Task 2 MEP/FP - Schematic Design – Floorplans and Narrative:
 - Mechanical – Provide a narrative of the existing equipment to be demolished, potentially maintained and options for new mechanical systems. The new mechanical systems include new manifolded lab exhaust system, new air handling units (AHU) and associated ductwork and controls and new central energy plant (CEP) systems including chillers, pumps, heat exchangers (HX) and controls. Narrative will address the existing building issues, temperature and humidity control as well as odors, and provide recommended design options to rectify the issues discovered in Phase I.
 - Electrical – Provide a narrative of the existing equipment and capacities and provide impacts and upgrade requirements based on the mechanical system options.
 - Plumbing – Provide a narrative of the existing plumbing system and any potential issues or upgrades that may be required / desired as a part of this project scope.
 - Fire Protection – Provide a narrative regarding the existing fire protection system in the areas that will be affected by the HVAC replacement. Narrative will include both fire sprinkler system and existing fire / smoke dampers in ductwork being renovated.
 - Architectural – Provide a narrative of the items detailed in the Phase I Architectural task list.
 - Structural – Provide a narrative of the structural items detailed in the Phase I Structural Task list.
 - A/E/CM – Provide a narrative of the FBC 8th Edition review based on the renovation scope and alteration level of the project.
- Task 3- Presentation to COT Based on Initial Findings
 - Mechanical – Perform load model of the Administration Building based on existing configuration and potential future configuration changes.
 - Mechanical – Perform Life Cycle Cost Analysis (LCCA) on three (3) different HVAC Systems based on updated load model. Alternatives may include: 1) water cooled chiller with HX, heating hot water provided by boiler, 2) air cooled chiller with heating hot water provided by boiler, 3) water cooled chiller with HX and energy recovery, and electric heat at terminal units.
 - MEP/FP/A/CM – Provide presentation to COT based on information gathered during Phase I Assessment. Presentation to include findings, observations and recommendations for MEP/FP systems, building envelope and structural modifications required. Presentation will address the existing issues documented during Phase 1 assessment and how the system recommendations will address those issues.
 - Provide final A/MEP/FP narratives including Task 2 Findings, Task 3 Analysis results and conclusions / recommendations presented to the COT.



McKim & Creed Proposal

City of Tampa HFC AWTP Admin Building HVAC Replacement

At the conclusion of **Phase 1 Activities** it is assumed the Design Build Team will have approval and direction to proceed regarding the options, alternatives and direction presented to the COT. Schematic Level floor plans and equipment selections will be provided with the narratives prior to moving on to Phase 2.

Phase 2 – Engineering Document Design and GMP Development Phase

- Task 4 A/MEP/FP – 60% Construction Documents (CD):
 - Provide production schedule for Engineering Design Documents. Schedule to include 60% CD's, 90% CD's for owner review and 100% CD's for use in Bidding and Permitting.
 - A/MEP/FP - Provide 60% CD's and Specifications for owner review. Documents to include floorplans indicating extents of demolition and new construction, new equipment schedules, details and controls.
 - Architectural – Provide Design Development floor plans showing current building space configuration and Life Safety Plan.
 - CM – Provide Construction Schedule and Sequence based on Phase 1 Outcome.
 - CM – Provide Construction Estimate based on 60% CD's.
- Task 5 A/MEP/FP – 90% CD:
 - A/MEP/FP - Provide 90% CD's and specifications for owner review.
 - Documents to include floorplans indicating extents of demolition and new construction, new equipment schedules, details and controls.
- Task 6 A/MEP/FP - 100% Construction Documents (CD's)
 - MEP/FP - Provide 100% Construction documents, including floorplans (demolition and new construction), schedules, details, controls and specifications for owner review.
 - Meeting with the owner to review documents and finalize document set to be issued for Permit
- Task 7 A/MEP/FP - Bidding and Permitting
 - MEP/FP - Provide 100% Construction documents, including floorplans (demolition and new construction), schedules, details and specifications for use in Permitting and Final GMP
 - MEP/FP – Provide responses to Permitting and Contractor comments and RFI's.
 - Issue addendums as required based on permit comments, RFI's and Value Engineered (VE) items.
 - Provide conformed set of construction documents.

Exhibit B



McKim & Creed Proposal

City of Tampa HFC AWTP Admin Building HVAC Replacement

Based on the description of the project scope, McKim & Creed recommends the following approach for this project:

1. Perform site assessment culminating in Schematic Design and presentation to COT for approval.
2. Design submittals include: 60% CD, 90% CD's for owner review, 100% CD's Signed & Sealed (S&S) for Permit, Conformed Drawing Set for construction incorporating Permit Comments, RFI's and COT VE items.
3. Design Meetings: Participating in bi-weekly meetings with the owner and Design Build Team throughout the project design assuming 6 month duration.
4. Bidding and Permitting Phase Services: Attend pre-bid meeting for project subcontractors, respond to contractor questions and provide project addendum documents if required based on permit review comments and / or contractor questions.

ASSUMPTIONS AND CLARIFICATIONS

The following assumptions

- Access to the building will be provided during normal work hours.
- Building utility usage information will be provided consisting of a years worth of utility bills for electric, natural gas, domestic water and effluent water usage.
- Record drawings will be provided in electronic format as available, including CAD files and PDF files and
- Introductions to any contractors currently providing services to the Admin building will be provided, including HVAC, electrical, plumbing and building envelope such as roofing and fenestrations.
- Control system graphics and trended information will be accessible.

ADDITIONAL SERVICES

Any services not reflected in the Scope of Services section of this Agreement, including but not limited to the following, are not included in this Agreement. Engineer may elect to provide or coordinate these services, if requested, but they will be considered additional services.

- Hazardous material abatement or analysis, structural engineering beyond the items listed in Task 1 Scope, site/civil engineering, surveying, geotechnical, acoustical analysis, or commissioning services and associated commissioning specifications
- Advanced planning fees for activities outside the tasks listed in Phase 1.

Exhibit B



McKim & Creed Proposal

City of Tampa HFC AWTP Admin Building HVAC Replacement

- Additional building area or scope of services beyond those outlined in our scope of services (including, but not limited to, changes that increase the construction budget of the project)
- Net zero and/or building mounted photovoltaics and battery storage.
- Redesign of buildings systems due to floor plan changes made beyond project design development phase.
- VE efforts that require significant changes to the Construction Documents.
- Construction Administration (CA) services will be included in GMP and are not considered pre-construction services.
- Services to update medium voltage electrical distribution to the transformer; natural gas distribution, domestic water system or sanitary infrastructure expansion or upgrades.
- Audio/Visual, security system and data center design and distribution.
- All utilities beyond 5'-0" outside of the building limits
- Lighting design including building interior and exterior lighting and controls and associated photometrics.
- Sustainable building certification submissions and building energy modeling beyond that required by Florida Statutes 255.2575.

COMPENSATION AND BILLING

McKim & Creed proposes a lump sum fee to provide the services outlined above with a breakdown as follows. Billings will be made monthly based on percent completion of the project phase.

MEP/FP Phase 1 Engineering Services	\$ 112,795
<u>MEP/FP Phase 2 Engineering Design Services</u>	<u>\$ 290,450</u>
Total	\$ 403,245

(Note: Fees will be billed per phase based on percentages defined in contract)

Exhibit B



McKim & Creed Proposal

City of Tampa HFC AWTP Admin Building HVAC Replacement

SCHEDULE OF SERVICES

We will perform the work described in the above Scope of Services as expeditiously as practical to meet a mutually agreed upon schedule after receipt of your written authorization to proceed.

ACCEPTANCE

If this proposal is acceptable, please proceed by sending us a contract for execution. McKim & Creed looks forward to working with you on this exciting project. Please give me a call if you have any questions.

Sincerely,

Barry Dunham, PE
Regional Manager
(727) 709-4088
McKIM & CREED, INC.



MIMS Proposal



April 8, 2024

MIMS
CONSTRUCTION

Project: HFC-AWTP / Administration Building HVAC Replacement
City of Tampa

CONSTRUCTION
MANAGEMENT

Scope of Services:

CONCRETE

MASONRY

- Mims Construction will lead the Team in development of overall minority and small business program for the project.
- Will assist the team in structuring of bids packages to include minority participation, this will mean becoming creative in putting together the packages due to limited scopes of work.
- Identify minority contractors thru City of Tampa (EBO) directory for the project.
- Notify interested companies in becoming pre-qualified with Biltmore Construction prior to bid packages being released and submitted.
- Design the Outreach component to speak to bid packages and minority contractors.
- Meet with Community Organizations for collaboration of the project.
- Meet with Prime Contractors to assist with inclusion and utilization of minority subs within their bids.

Lynn Mims
President
lynn@mimsconstruction.com

Post Office Box 681554 | Orlando, Florida 32868-1554
Office 407.298.6936 | Fax 407.290.1217
www.mimsconstruction.com

Exhibit B - Scope and Schedule



Exhibit B

A preliminary schedule is provided below per Owner request. Total anticipated duration from NTP to GMP submission is 233 calendar days.

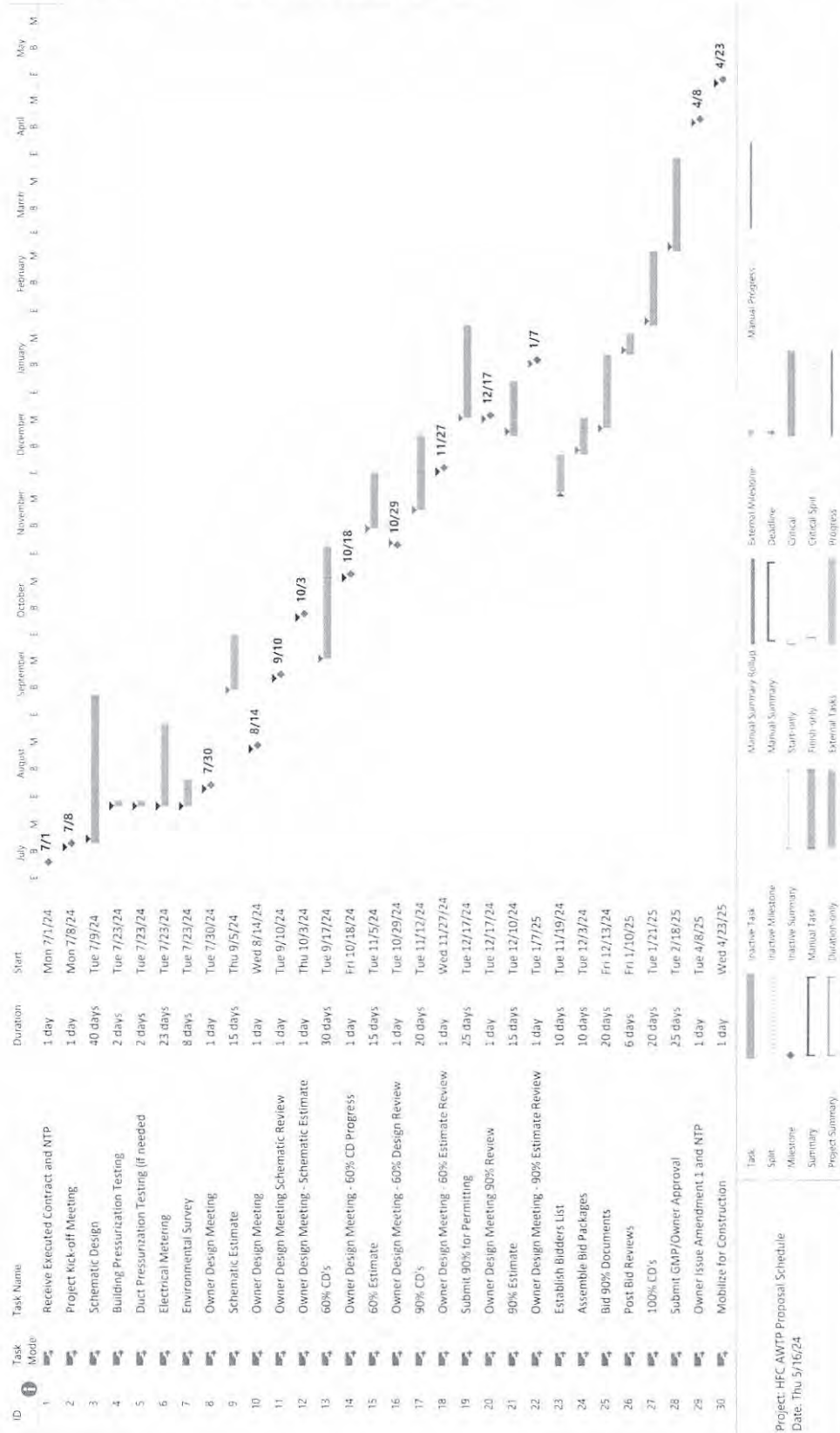


Exhibit C - Compensation



Design and Preconstruction Cost Summary

Scope of Work Task Items - (*See attached Exhibit A for detailed cost breakdown)	Cost
4.1 Task 1 - Preliminary Design/System Evaluation	\$133,635.00
4.2 Task 2 - Final Design/Construction Documents	\$385,530.00
4.3 Task 3 - Bidding and GMP Completion	\$24,608.00
4.4 Task 4 - Project Management	Included Above
Allowances	\$42,500.00
Total of all Tasks	\$586,273.00

4.1 Allowances for Task 1

- Electrical Metering Allowance - This is to determine current power output and fluctuations which may have an effect on new equipment due to drop and/or surge and also requirement for new equipment provided for the work. Recommend \$2,500 allowance for 30 day metering period.
- Building Pressurization Allowance - This is to monitor areas of the building shell for infiltration/exfiltration of air due to failing sealants, penetrations in slabs, fenestration, doors, openings, etc... Recommend \$10,000 Allowance
- Ductwork Pressurization Allowance - This may be used if there are areas of existing ductwork, in good condition, that may be reused for cost savings. This will allow pressurization of the existing ductwork to confirm proper sealing of existing ductwork is adequate. Recommend \$5,000 Allowance
- Environmental Survey Allowance - This is to determine that all areas under construction and demolition are free of hazardous materials prior to removal. This is a requirement of DEP prior to any demolition. Recommended \$10,000 Allowance
- Additional Design Services Allowance - This is owner requested allowance for potential additional design services. Requested \$15,000 Allowance

Total Recommended Allowances = \$42,500

Exhibit C - Compensation



Schedule of Values

Biltmore Construction Co., Inc.
 Preconstruction Fee Breakdown
 Project: 24-C-00008 HFC AWTP Admin Bldg HVAC Replacement

Task 1 - Preliminary Design Services

<u>Personnel</u>	<u>Rate</u>	<u>Hours</u>	<u>Extension</u>
Project Executive	\$ 175.00	20	\$ 3,500.00
Project Manager	\$ 123.00	60	\$ 7,380.00
Chief Estimator	\$ 126.00	48	\$ 6,048.00
General Superintendent	\$ 118.00	0	\$ -
Project Administration	\$ 63.00	24	\$ 1,512.00
Project Engineer	\$ 55.00	0	\$ -
		Total Personnel	\$ 18,440.00

<u>Direct Costs</u>	<u>Unit</u>	<u>Value</u>	<u>Extension</u>
PMIS	3	\$ 300.00	\$ 900.00
Reproducibles	3	\$ 500.00	\$ 1,500.00
Design - Initial Assessment and Schematic Design	1	\$ 112,795.00	\$ 112,795.00
Allowances in Task 1			
Metering Allowance	1	\$ 2,500.00	\$ 2,500.00
Envelope Pressurization Testing Allowance	1	\$ 10,000.00	\$ 10,000.00
Ductwork Pressurization Testing Allowance	1	\$ 5,000.00	\$ 5,000.00
Environmental Survey Allowance	1	\$ 10,000.00	\$ 10,000.00
		Total Direct	\$ 142,695.00

Total Design and Preconstruction Fee - Task 1 Preliminary Design Services	\$ 161,135.00
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Task 2 - Final Design/Construction Documents 60%

<u>Personnel</u>	<u>Rate</u>	<u>Hours</u>	<u>Extension</u>
Project Executive	\$ 175.00	32	\$ 5,600.00
Project Manager	\$ 123.00	72	\$ 8,856.00
Chief Estimator	\$ 126.00	120	\$ 15,120.00
General Superintendent	\$ 118.00	16	\$ 1,888.00
Project Administration	\$ 63.00	40	\$ 2,520.00
		Total Personnel	\$ 33,984.00

<u>Direct Costs</u>	<u>Unit</u>	<u>Value</u>	<u>Extension</u>
PMIS	8	\$ 300.00	\$ 2,400.00
Reproducibles	4	\$ 600.00	\$ 2,400.00
MIMS Construction - MBE Compliance	1	\$ 10,108.00	\$ 10,108.00
Design - 60%	1	\$ 87,135.00	\$ 87,135.00

Exhibit C - Compensation



Schedule of Values

Biltmore Construction Co., Inc.
 Preconstruction Fee Breakdown
 Project: 24-C-00008 HFC AWTP Admin Bldg HVAC Replacement

<u>Allowances in Task 2</u>			
Additional Design Services Allowance	1	\$ 15,000.00	\$ 15,000.00
		Total Direct	\$ 117,043.00

Total Design and Preconstruction Fee - Task 2 - Final Design/Construction Documents 60% \$ 151,027.00

Task 2 - Final Design/Construction Documents 90%

<u>Personnel</u>	<u>Rate</u>	<u>Hours</u>	<u>Extension</u>
Project Executive	\$ 175.00	24	\$ 4,200.00
Project Manager	\$ 123.00	60	\$ 7,380.00
Chief Estimator	\$ 126.00	32	\$ 4,032.00
General Superintendent	\$ 118.00	8	\$ 944.00
Project Administration	\$ 63.00	64	\$ 4,032.00
		Total Personnel	\$ 20,588.00

<u>Direct Costs</u>	<u>Unit</u>	<u>Value</u>	<u>Extension</u>
PMIS	8	\$ 300.00	\$ 2,400.00
Reproducibles	4	\$ 800.00	\$ 3,200.00
MIMS Construction - MBE Compliance	1	\$ 20,000.00	\$ 20,000.00
Design - 90%	1	\$ 101,658.00	\$ 101,658.00
		Total Direct	\$ 127,258.00

Total Design and Preconstruction Fee - Task 2 - Final Design/Construction Documents 90% \$ 147,846.00

Task 2 - Final Design/Construction Documents 100%

<u>Personnel</u>	<u>Rate</u>	<u>Hours</u>	<u>Extension</u>
Project Executive	\$ 175.00	8	\$ 1,400.00
Project Manager	\$ 123.00	40	\$ 4,920.00
Chief Estimator	\$ 126.00	20	\$ 2,520.00
General Superintendent	\$ 118.00	8	\$ 944.00
Project Administration	\$ 63.00	48	\$ 3,024.00
		Total Personnel	\$ 12,808.00

<u>Direct Costs</u>	<u>Unit</u>	<u>Value</u>	<u>Extension</u>
PMIS	8	\$ 300.00	\$ 2,400.00

Exhibit C - Compensation



Schedule of Values

Biltmore Construction Co., Inc.
 Preconstruction Fee Breakdown
 Project: 24-C-00008 HFC AWTP Admin Bldg HVAC Replacement

Reproducibles	4	\$ 1,100.00	\$ 4,400.00
MIMS Construction - MBE Compliance	1	\$ 5,000.00	\$ 5,000.00
Design - 100%	1	\$ 101,657.00	\$ 101,657.00
		Total Direct	\$ 113,457.00

Total Design and Preconstruction Fee - Task 2 - Final Design/Construction Documents 100%	\$ 126,265.00
-------------------------------------------------------------------------------------------------	----------------------

Total Phase 1 and 2	\$ 586,273.00
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McKim & Creed	\$ 403,245.00
Biltmore	\$ 105,420.00
Mims	\$ 35,108.00
Allowances	\$ 42,500.00

Exhibit D

CITY OF TAMPA INSURANCE REQUIREMENTS

Prior to commencing any work or services or taking occupancy under that certain written agreement or award (for purposes of this document, Agreement) between the City of Tampa, Florida (City) and Firm/Awardee/Contractor/Consultant/Lessee/non-City party, etc. (for purposes of this document, Firm) to which this document is attached and incorporated as an Exhibit or otherwise, and continuing during the term of said Agreement (or longer if the Agreement and/or this document so requires), Firm shall provide, pay for, and maintain insurance against claims for injuries to persons (including death) or damages to property which may arise from or in connection with the performance of the Agreement (including without limitation occupancy and/or use of certain property/premises) by Firm, its agents, representatives, employees, suppliers, subcontractors, 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 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 2S 03 or 2S 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 (CPL)/ 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 railroad'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

Exhibit D

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.; cover- age against liability for damage to vehicles air/watercraft, their machinery in Firm's care, custody, or control both private & commercial. Limits at least equal to greater of \$1M, value of max number of vehicles that may be in Firm's custody, or of most costly object in Firm's custody. (IF APPLICABLE)

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

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

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

ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT E
Tampa's Equal Business Opportunity Program Procedures
for GMP Contracts

- The City of Tampa's Equal Business Opportunity Program (EBO) requires setting a construction subcontract goal on each GMP under the CM or D-Build delivery system.
- Prior to the time construction subcontract goals are set, the Construction Manager (CM) or the Design-Builder (D-B) provides information on subcontract packages planned for the construction phase(s) and their sequencing.
(Ref: use Detailed GMP Estimate and MBD Form-80 PTW)
- The CM (or D-B) participates in a meeting wherein the City will establish narrowly-tailored project goals for SLBE and or W MBE subcontractor participation on the project. **(Ref: use MBD Form-70)**
- For each subcontracting package to be bid, the CM (or D-B) confirms with the MBD Office the City's minimum contact list of available SLBE and or W MBE firms to be solicited. Note: strategic, extensive outreach is the CM/DB's responsibility (i.e. GFCEP) **(Ref: use Minimum Contact List provided w/final Project EBO Determination Goal)**
- The CM (or D-B) documents the notification of **all** potential subcontractors, including the SLBE or W/MBE firms identified above, i.e. minimum contact list or 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 or the managing department and the MBD Office, may be present for the bid openings or to review the bids submitted. **(Ref: use MBD Form-SO GFCEP outreach w/documentation)**
- The CM (or D-B) provides to the City, a tabulation of all bids received and its determination of the lowest responsive/responsible bidder. If bids received exceed contracted Guaranteed Maximum Price, CM (or D-B) advises City as to how they will proceed. If re-bidding is selected, notification at least equal to the original solicitation will occur. **(Ref: Reaffirm EBO Outreach)**
- As all subcontracts are executed, final copies are provided to the City. Where participation is achieved via sub-subcontractors and/or suppliers, the CM (or D-B) provides the City and MBD with copy of executed agreement or purchase order as documentation. **(Ref: use MBD Form-40 LOis execute "Letters-of-Intent")**
- During construction, monitoring activities may including but may not be limited to, subcontractor payment reports to be submitted with pay requests, prior approval by the MBD Office and the managing departments, or 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)

Exhibit E - DMI Forms



DMI - MBD-10



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.: 24C-00008 Contract Name: HFC AWTP Administration Building HVAC Replacement Design-Build
 Company: Biltmore Construction Co., Inc. Address: 1055 Ponce de Leon Blvd., Belleair FL 33756
 Name: Federal 20349 Phone: (727) 585-2084 Fax: (727) 585-2088 Email: tparker@biltmorefl.com
 ID: 59-

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

No Firms were contacted or solicited for this contract.

No Firms were contacted because:

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

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

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

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
Federal ID					
O	McKim & Creed 1365 Hamlet Ave, Clearwater, FL 33756 727-442-7196 Fax: N/A bdunham@mckimcreed.com	CM	906	E / P	Y
56-2136769					
WMBE	Howard and Associates 3300 Henderson Blvd, #206B, Tampa, FL 33609 813-872-8881 Fax: N/A harry.howard@haa-architects.com	BM	906	E	Y
59-3099636					
S, W	Master Consulting Engineers, Inc. 5523 W. Cypress St., Suite 200, Tampa, FL 33607 813-287-3600 Fax: 813-287-3622 marketing@mcengineers.com	HM	925	E / P	Y
59-3614371					
W	Mims Construction PO Box 681554, Orlando FL 32868-1554 407-298-6936 Fax: 407-290-1217 lyndell@cs.com	BF	912	E / P	Y
86-1988812					

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

Signed:  Name/Title: Travis Parker, COO, Vice President Date: May 17, 2024

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

MBD 10 rev./effective 02/2016

Exhibit E - DMI Forms



DMI Forms - MBD-20



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.: 24-C-00008 Contract Name: HFC AWTP Administration Building HVAC Replacement Design-Build
 Company Name: Biltmore Construction Co., Inc. Address: 1055 Ponce de Leon Blvd, Belleair FL 33756
 Federal ID: 59-0720349 Phone: (727) 585-2084 Fax: (727) 585-2088 Email: tparker@biltmorefl.com

Check applicable box(es). Detailed Instructions for completing this form are on page 4 of 4.
 See attached list of additional Firms Utilized and all supplemental information (List must comply to this form)
Note: Form MBD-20 must list ALL subcontractors To-Be-Utilized including Non-minority/small businesses
 No Subcontracting/consulting (of any kind) will be performed on this contract.
 No Firms are listed to be utilized because: _____

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

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

S = SLBE W=WMBE O =Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	\$ Amount of Quote, Letter of Intent (LOI) if available	Percent of Scope or Contract %
Federal ID					
O	McKim & Creed 1365 Hamlet Ave, Clearwater, FL 33756 727-442-7196 Fax: N/A bdunham@mckimcreed.com	CM	906	\$388,945	71.5%
56-2136769					
WMBE	Howard and Associates 3300 Henderson Blvd, #206B, Tampa, FL 33609 813-872-8881 Fax: N/A harry.howard@haa-architects.com	BM	906	\$5,600	1%
59-3099636					
S, W	Master Consulting Engineers, Inc. 5523 W. Cypress St., Suite 200, Tampa, FL 33607 813-287-3600 Fax: 813-287-3622 marketing@mcengineers.com	HM	925	\$8,700	2%
59-3614371					
W	Mims Construction PO Box 681554, Orlando FL 32868-1554 407-298-6936 Fax: 407-290-1217 lyndell@mcs.com	BF	912	\$35,108	6.5%
86-1988812					

Total ALL Subcontract / Supplier Utilization \$ 586,273
Total SLBE Utilization \$ 8,700 (estimated)
Total WMBE Utilization \$ 49,300 (estimated)
Percent SLBE Utilization of Total Bid/Proposal Amt. 1 % Percent WMBE Utilization of Total Bid/Proposal Amt. 8.5 %

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] Name/Title: Travis Parker, COO, Vice President Date: May 17, 2024

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

MBD 20 rev./effective 02/2016