

RESOLUTION NO. 2026 - _____

A RESOLUTION AUTHORIZING AGREEMENTS FOR CONSULTANT SERVICES IN AN AMOUNT NOT TO EXCEED \$10,000,000 BETWEEN THE CITY OF TAMPA AND AUSTIN CONSTRUCTION GROUP INC., THE CITY OF TAMPA AND BDG ARCHITECTS, PLLC, THE CITY OF TAMPA AND BOGGS DESIGN PARTNERS, LLC, THE CITY OF TAMPA AND OUTSIDEIN ARCHITECTURE, LLC, THE CITY OF TAMPA AND VEITH ENGINEERING & BUSINESS SOLUTIONS, LLC INC. IN CONNECTION WITH CONTRACT 25-D-00002 DESIGN ASSISTANCE SERVICES AND DEVELOPMENT CONSULTATION FOR CRA COMMERCIAL PRE-DEVELOPMENT GRANTS; 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 Austin Construction Group Inc., BDG Architects, PLLC, Boggs Design Partners, LLC, OutsideIN Architecture, LLC, and Veith Engineering & Business Solutions, Inc. ("Firm") to provide professional services in connection with 25-D-00002 Design Assistance Services and Development Consultation for CRA Commercial Pre-Development Grants ("Project") as detailed in the Agreement for Consultant Services (Agreement); and

WHEREAS, the Request for Qualifications for the Project allowed the City to select multiple firms for the delivery of the Project; and

WHEREAS, the Agreement with Austin Construction Group Inc. shall be designated 25-D-02001, the Agreement with Boggs Design Partners, LLC shall be designated 25-D-02002, the Agreement with BDG Architects, PLLC shall be designated 25-D-02003, the Agreement Veith Engineering & Business Solutions, LLC shall be designated 25-D-02004, and the Agreement with OutsideIN Architecture, LLC shall be designated 25-D-02005; and

WHEREAS, the City desires to enter into each Agreement with each Firm to provide certain

professional services that includes, but is not limited to, watershed evaluation, floodplain analysis, alternatives analysis, and development of future capital improvement projects; and

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

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF TAMPA, FLORIDA, THAT:

Section 1. The Agreements between the City of Tampa and Austin Construction Group Inc., BDG Architects, PLLC, Boggs Design Partners, LLC, OutsideIN Architecture, LLC, and Veith Engineering & Business Solutions, Inc., in connection with Contract 25-D-00002 Design Assistance Services and Development Consultation for CRA Commercial Pre-Development Grants, copies of which are attached hereto and made a part hereof, are authorized and approved in their 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 to attest and affix the official seal of the City of Tampa to, said Agreements on behalf of the City of Tampa.

Section 3. This Resolution provides funding in the amount of \$10,000,000 for use by the CRA for the Design Assistance Services and Development Consultation for CRA Commercial Pre-Development Grants from within the Central Park CRA Fund, the Channel District CRA Fund, the Downtown CRA Fund, the Drew Park CRA Fund, the West Tampa CRA Fund, the East Tampa CRA Fund, the Tampa Heights Riverfront CRA Fund, the Ybor City I CRA Fund, and the YBOR City II CRA Fund.

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

Section 5. The proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON

ATTEST:

CITY CLERK/DEPUTY CITY CLERK

CHAIRMAN\CHAIRMAN PRO-TEM CITY COUNCIL

PREPARED AND APPROVED AS TO
LEGAL SUFFICIENCY BY:

E/S

Justin R. Vaske
SENIOR ASSISTANT CITY ATTORNEY

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT (“Agreement”) made and entered into at Tampa, Florida, as of the ____ day of _____, 2026, which is the date Resolution No. 2026 - _____ was adopted authorizing execution of this Agreement, by and between the CITY OF TAMPA, a municipal corporation of the State of Florida, (“CITY”), the address of which is 315 East Kennedy Boulevard, Tampa, Florida 33602, and Austin Construction Group Inc., a Florida corporation authorized to do business in the State of Florida, (“FIRM”), the address of which is 2430 US Hwy 301, Tampa, Florida 33619.

WITNESSETH:

WHEREAS, the CITY desires to engage the FIRM to perform certain professional services pertinent to such work which shall be referred to as Contract 25-D-02001 Design Assistance Services and Development Consultation for CRA Commercial Pre-Development Grants (“PROJECT”) in accordance with this Agreement; and

WHEREAS, the FIRM desires to provide such professional 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 will be that of an independent professional consultant for the PROJECT; and the FIRM shall provide the professional and technical services required under this Agreement in accordance with the care and skill used by members of FIRM’S profession practicing under similar circumstances at the same time and in the same locality (“Standard of Care”).

B. The scope of services to be provided is indicated in **Exhibit A** (“Services”).

II. DATA AND SERVICES TO BE PROVIDED BY THE CITY

The CITY shall provide available plans and specifications of existing construction, if any, applicable to the Project.

III. PERIOD OF SERVICE

A. The FIRM shall begin work promptly after receipt of a fully executed copy of this Agreement and a Notice to Proceed. This Agreement shall remain in force until the completion of all construction for the Project.

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 and compensation 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 are 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 services performed with this Agreement a lump sum (by task) of not to exceed \$10,000,000 to be billed in accordance with **Exhibit B**.

VI. PAYMENT

Payments shall be made upon presentation of the FIRM's approved invoices via Trimble/eBuilder software.

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 upon prior written notice 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 for 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

In the event the PROJECT is suspended, cancelled or abandoned, 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 hereof, FIRM shall immediately cease work hereunder and shall be compensated for its services rendered up to the time of such cancellation or termination on a quantum meruit basis; and the CITY shall have no further financial obligation to FIRM.

In the event the PROJECT is suspended, cancelled or abandoned, 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 except that FIRM shall not be liable for such future use by the CITY.

X. TERMINATION

A. Termination for Cause. In the event that the FIRM shall for any reason or through any cause not have completed performance within the time fixed for performance under this Agreement; or any representation or warranty made under Article XII of this Agreement shall prove to be untrue in any material respect; or the FIRM shall otherwise be in default under this Agreement; or the FIRM has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Agreement without the CITY's consent or approval; or the FIRM has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer has been appointed to take charge of all or part of FIRM assets; or the FIRM disclosed CITY confidential information, procedures or activities; or the FIRM fails to aggressively, adequately, timely and appropriately perform the services required by this Agreement in conformity with the Standard of Care, or other similar cause, the City may terminate this Agreement for 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. In the event of such termination for cause, the FIRM shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date; however, FIRM shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date. All work accomplished by FIRM prior to the Termination Date shall be documented. In the event the project is terminated for cause pursuant to this Article, the FIRM shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the FIRM's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the CITY. Notwithstanding the above or any section herein to the contrary, FIRM shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by FIRM.

B. Termination for Convenience. The CITY may reduce the scope of work or terminate work under

this Agreement or amendment to this Agreement without cause; in the event of such scope reduction or termination other than for cause, the CITY shall compensate the FIRM for services properly performed through the date of such reduction in scope or termination, which date shall be fixed in written notice from the CITY and which date shall be not sooner than fifteen (15) days after notice. Notwithstanding such termination or reduction in scope, the CITY shall be entitled to receive from the FIRM upon request any and all information related to the PROJECT and the CITY shall preserve and protect all such information and assure ready access thereto by the FIRM in connection with resolution of the amount due to the FIRM. The CITY, at its own discretion, shall be entitled to direct the FIRM to terminate any or all the FIRM's subcontracts or subconsulting agreements. In the event the project is terminated for convenience pursuant to this Article, the FIRM shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the FIRM's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the CITY.

XI. INSURANCE

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

XII. INTERESTS OF MEMBERS OF THE CITY

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

XIII. INTEREST OF THE FIRM

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

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

The FIRM shall disclose any clients that may either conflict with or affect its independent judgment when performing any work for the City of Tampa covered by this Agreement. Failure of the FIRM to disclose the above professional conflict of interest may result in termination of this Agreement pursuant to Article X 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 disqualified from participating in the proposed Project.

XIV. COMPLIANCE WITH LAWS

A. The FIRM shall comply with the applicable requirements of State laws and all Codes and Ordinances of the City of Tampa as amended from time to time, together with keeping and maintaining in full force and effect during the term of this Agreement all licenses and certificates of authorization required pursuant to applicable law, including without limitation those required by Chapters 471, 481, and 489, Florida Statutes.

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 under said Agreement.

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. 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.

E. Any documents provided by FIRM to the CITY are public records and the CITY may authorize third parties to review and reproduce such documents pursuant to public records laws, including the provisions of Chapter 119, Florida Statutes

XV. ASSIGNABILITY

Neither party shall assign or transfer any interest in this Agreement without consent from the other party; 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. 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. FIRM shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM

A. FIRM shall demonstrate a good faith effort toward the utilization of City Certified Small Local Business Enterprise (SLBE) subconsultants or suppliers.

B. The CITY shall make available a list of Certified SLBEs.

C. The FIRM shall report to the CITY its subcontractors/subconsultants/suppliers solicited or utilized **(Exhibit D)**.

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

XVIII. CITY CODE OF ETHICS

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

XIX. NEGATION OF AGENT OR EMPLOYEE STATUS

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

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

XIV. 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

The FIRM shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the FIRM and other persons employed or utilized by the FIRM in the performance of the Agreement.

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 \$1,000,000 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 \$1,000,000 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 non-state entity shall comply with all applicable requirements of section 215.97, F.S., and Audit Requirements. A State single audit is required if a nonstate entity expends \$750,000 or more of State financial assistance in any fiscal year of such non-state 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 the Agreement, failure to comply with the audit requirements as provided herein, or failure to expend Grant Funds in a timely or proper manner. A cancellation for default pursuant to this Article shall not impair or limit the City's remedy for the Firm's breach of warranty to the extent of work performed, not for errors or omissions in the professional engineering services prior to cancellation.

XXIX. BUDGET APPROPRIATIONS

The City is subject to Section 166.241, Florida Statutes, and is not authorized to contract for expenditures in any fiscal year except in pursuance of budgeted appropriates. With respect to this Agreement, the City has budgeted and appropriated sufficient monies to fund the City's obligations under this Agreement. The obligations of the City hereunder shall not constitute a general indebtedness of the City within the meaning of the Florida Constitution.

XXX. SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, prohibits agencies or local governmental entities from contracting with companies for (i) goods or services of any amount on either the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel and (ii) goods or services of \$1,000,000 or more 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, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria. A company that is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or is engaged in business operations in Cuba or Syria 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 any amount. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria or is on the Iran Terrorism Sector List 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 \$1,000,000 or more. FIRM certifies that it is not in violation of Section 287.135, Florida Statutes. If the City determines the FIRM submitted a false certification, or has been placed on the Scrutinized Companies Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or been engaged in business operations in Cuba or Syria, the City shall have the option to terminate this Agreement or maintain it subject to the conditions of Section 287.135 of the Florida Statutes.

XXXI. PUBLIC RECORDS

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

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

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

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

of the Agreement term and following completion (or earlier termination) of the Agreement if FIRM does not transfer the records to the CITY;

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

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

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

XXXII. E-VERIFY

Pursuant to §448.095, Florida Statutes, Firm certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the US employment eligibility of all of Firm's employees hired by the Firm during the term of this Agreement and/or while performing work or providing services for the City of Tampa. Firm shall require that all subcontractors performing work or providing services on behalf of Firm for the City of Tampa also comply with the requirements of §448.095, Fla. Stat and utilize

the E-Verify system to verify US employment eligibility of all employees hired by subcontractor. The Firm shall require for the subcontractor to provide to Firm an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Firm shall maintain a copy of such affidavit for the duration of the Agreement.

XXXIII. LABOR

Pursuant to Florida Statutes Section 786.06 (13) effective July 1, 2024, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term “governmental entity” has the same meaning as in s. 287.138(1).

XXXIV. FIRM EMPLOYEES

PURSUANT TO §558.0035, FLORIDA STATUTES, FIRM’S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

[SIGNATURES APPEAR 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:

Austin Construction Group 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; use individual's only if applicable.

[SEAL]

ATTEST:

CITY:

City of Tampa, Florida

By: _____

City Clerk/Deputy City Clerk

[SEAL]

By: _____

Jane Castor, Mayor

APPROVED AS TO FORM:

Justin R. Vaske, Senior Assistant City Attorney

ATTESTATION OF COMPLIANCE WITH FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 287.138, FLORIDA STATUTES, CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME) PURSUANT TO SECTION 287.133, FLORIDA STATUTES, PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135, FLORIDA STATUTES, PROHIBITION AGAINST HUMAN TRAFFICKING PURSUANT TO SECTION 787.06, FLORIDA STATUTES, AND COMPLIANCE WITH E-VERIFY PURSUANT TO SECTION 448.095, FLORIDA STATUTES

This form must be completed by an Officer of an Entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending a contract with the City of Tampa.

Public Entity Crimes

1. Officer understands that a “person” or “affiliate” who has been placed on the “convicted vendor list” following a “conviction” for a “public entity crime” (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, is ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa. Business Entities placed on either the “discriminatory vendor list” or “antitrust vendor list” are ineligible to transact business with the City of Tampa.
2. Officer understands and attests that neither Officer, nor any person or affiliate of the Entity, nor the Entity have been placed on any of the above referenced vendor lists that would render the Entity ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa.

Scrutinized Companies

3. Officer understands that pursuant to Section 287.135(2)(a), Florida Statutes, if the value of the contract is one hundred thousand dollars or more, the Entity would be ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa if the Entity is on the “Scrutinized Companies or Other Entities that Boycott Israel List” (created pursuant to Section 215.4725, Florida Statutes); or is engaged in a boycott of Israel; or if the value of the contract is one million dollars or more if, at the time of bidding on, submitting a proposal or reply for, or entering into or renewing a contract, the Entity is ineligible to contract with the City of Tampa if the Entity:
 - a. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
 - b. Is engaged in business operations in Cuba or Syria.
4. Officer attests that neither Officer nor the Entity are on the Scrutinized Companies or Other Entities that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor is either engaged in a boycott of Israel, and understand that any resulting contract may be terminated for a falsification of this Attestation.

E-Verify

5. Officer understands and attests that pursuant to Section 448.095(5), Florida Statutes, the Entity must comply with Florida’s E-Verify law to enter into a contract with the City of Tampa.
6. The undersigned Entity is registered with and uses the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all new

employees.

7. No public employer has terminated a contract with the Entity pursuant to Section 448.095(5), Florida Statutes, within the year immediately preceding the date of contracting or submitting a bid, proposal or reply to contract with the City of Tampa.

8. Entity is currently in compliance and will remain in compliance, for the duration of any contract with the City of Tampa, with all requirements of Section 448.095(5), Florida Statutes.

9. Officer understands and attests that, if there is a good faith belief that the Entity has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation on the part of the City of Tampa to terminate a contract pursuant to Section 448.095(5), Florida Statutes.

10. Officer understands and attests that, if there is a good faith belief that one of Entity's subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but the Entity has otherwise complied with its obligations thereunder, then the Entity will be required to immediately terminate the contract with the subcontractor in order to continue providing services to the City of Tampa.

Anti-Human Trafficking

11. Officer hereby understands and attests that the undersigned Entity does not use coercion of labor or services as those terms are defined in section 787.06(2), Florida Statutes.

12. Officer attests to the best of his/her knowledge that commodities offered to the City by the Entity have not been produced, in whole or in part, by forced labor. Any contract that the City may enter into with Entity if Entity is placed on the forced labor vendor list.

Compliance with Foreign Countries of Concern

13. Officer, on behalf of the Entity attest to the following:

a. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138, Florida Statutes.)

b. The government of a foreign country of concern does not have a controlling interest in the Entity. (Source: § 287.138(2)(b), Florida Statutes.)

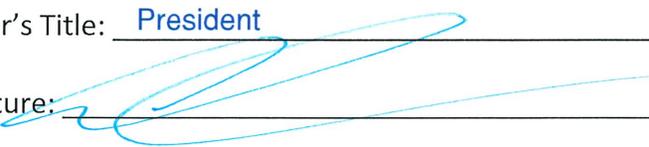
c. Entity is not organized under the laws of, and does not have a principal place of business in a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes.)

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: Austin Construction Group, Inc.

Officer's Printed Name: Austin Coats, P.E.

Officer's Title: President

Signature: 

Date: January 22, 2026

EXHIBIT A
Scope of Services
Design Assistance Services and Development Consultation for
CRA Commercial Pre-Development Grants
Contract 25-D-00002

Under this Scope of Services, **Austin construction Group, Inc.** (Consultant) will perform consulting, pre-construction, design, and engineering services to assist in planning, programming, and aesthetics for commercial development improvements and other as-needed program support tasks required for the Tampa Community Redevelopment Agency (CRA) Commercial Pre-Development Grant.

Services will be managed through a series of subsequently issued task orders (Task Orders) for each approved Grant for a privately-owned small to medium sized commercial property (Project). The CRA will issue an Authorization to Proceed (ATP) prior to the start of each phase of the pre-development process. If the Project scope changes to the extent it no longer qualifies for CRA funding, the CRA reserves the right to terminate the Project and the associated Task Order. Under no circumstances shall a Task Order exceed \$150,000 per Project.

1. Task Orders & Proposals

- 1.1. The CRA shall make a request of the Consultant to perform Design Assistance and Development Consultation services on a 'task' basis. The CRA will communicate with the Consultant, in writing, a general description of the task to be performed.
- 1.2. At the CRA's request, the Consultant will generate a detailed 'Scope of Work' document; prepare a schedule; add a not-to-exceed price as deemed appropriate by the CRA to accomplish the task and send the thus developed 'task proposal' to the CRA in an electronic format acceptable to the CRA.
 - 1.2.1. The task proposal must include a reference to the current contract.
 - 1.2.2. If a site visit is needed to generate the scope document, the Consultant shall request approval from the CRA and the property owner(s) prior to visiting the site.
 - 1.2.3. A task proposal will be prepared by the selected Consultant in the following manner using the outline as noted below within 10 business days of a written request by the CRA Economic Development Specialist/Project Manager (EDS).
 - A. Project Address
 - B. Description of Specific Services and Deliverables to be Provided
 - C. Project Schedule and Target Dates.
 - D. Not to Exceed Compensation for Professional Services:
 - i. All Task Order proposals shall provide a not-to-exceed fee for professional services using the Consultant's Hourly Rates (as mutually agreed upon with the

CoT, CRA and the Consultant) and reimbursable services and expenses based on the scope of work to be performed to a maximum of \$150,000 per project.

- ii. Contingency - Inclusion of any Contingency in the proposal cost must be included within the \$150,000 project maximum. "Contingency" shall mean a sum of money which may be included in Consultant's total compensation amount for specific contingencies that are believed may be necessary to complete the Consultant's required services and for which the Consultant will be paid on the basis of stipulated unit prices and/or hourly rates, however, Consultant may only use Contingency amounts if specifically directed to do so by the CRA EDS in advance and in writing.
- iii. Reimbursable Expenses Contingency - Reimbursable expenses include document reproduction, materials for document preparation, postage, courier and overnight delivery services. No mileage or travel expenses are allowed. All reimbursable expenses shall be passed through at a cost factor of 1.0, must be approved in advance and in writing by the CRA EDS, and shall not exceed the amount identified in the Reimbursable Expenses Contingency included in the proposal.
- iv. Post-Design Services Allowance - Inclusion of an Allowance for Engineer of Record post-design services must be included within the \$150,000 project maximum for any revisions required for the plans to be approved by the City of Tampa after delivery of the Permit-Ready Construction Documents. Post-design services must be approved in advance and in writing by the CRA EDS and shall not exceed the amount identified in the Post-Design Services Allowance included in the proposal.
- v. All services and expenses of independent professional associates, consultants and/or subcontractors employed by the Consultant must be included within the \$150,000 project maximum and shall be invoiced to the CRA at the amount invoiced to the Consultant at a cost factor of 1.0.
- vi. At the completion of grant-related services, the eligible property Owner(s) will have the option to engage the services of the Consultant to perform additional services, under a separate agreement, at the Owner's cost. Any agreement for additional services will not include the CoT or CRA but be solely negotiated and contracted between the Consultant and Owner.

E. Compensation Frequency:

Declaration of the invoicing frequency and schedule elected by the Consultant. At no more than monthly intervals the Consultant may submit invoices for services, additional services rendered, and for approved reimbursable expenses incurred. The Consultant may elect to schedule invoicing at project milestones instead. If electing milestone invoicing, a schedule of invoicing milestones shall be provided.

F. Construction Costs:

Acknowledgement that all construction costs (and possible financing) shall be the responsibility of the eligible property Owner(s).

G. Project Duration:

Acknowledgement that Services shall be completed within one hundred and eighty (180) calendar days from the date of the first Consultation Meeting between the eligible property Owner(s), Business Owner(s), Consultant, and/or CRA, unless otherwise approved in writing by the CRA.

H. General Conditions and Understandings:

Unless authorized in writing by the CRA, the Consultant shall not include with the 'task proposal' any conflicting terms and conditions to this Agreement, rate schedules, signature requirements, or acceptance forms for CRA approval to proceed.

I. Excluded Services.

- 1.3. Following review and approval of the Task Order proposal, the CRA will issue a Task Order Notice to Proceed ("Task NTP") to authorize start of ATP 1 services and requisition a corresponding Purchase Order (PO). The final issued "Task NTP" shall supersede any previous 'task proposal.'
- 1.4. Upon the receipt of the Task NTP and release to start ATP 1 from the CRA, the Consultant shall perform the services set forth.
- 1.5. Amounts to be charged against the Task Order PO shall not, in the aggregate, exceed the total compensation amount of the issued Task Order, and under no circumstance be greater than the \$150,000 per project maximum.
- 1.6. Consultant is not authorized to proceed with, and will not be compensated for any work, fee, or expense that is not properly authorized by an approved Task Order or that the aggregate exceeds said total compensation amount approved for a Task Order.
- 1.7. The CRA to track the issuance of Task Orders and notify the Contract Administration Department in writing when the aggregate Task Order amounts equal 80% of the total approved contract amount.
 - 1.7.1. If the CRA should later desire to increase the total contract amount, the CRA shall do so by written amendment to the agreement.

2. Services by ATP Phase

The firm will perform professional architectural and engineering services, which are anticipated to include, but may not be limited to, the following:

2.1. ATP 1: Initial Consultations

- 2.1.1. One-on-one in-person consultations with property and business owners and CRA staff.
- 2.1.2. The number of meetings shall be determined based on project complexities and the approved scope of work but shall not be less than two (2) meetings of at least one (1) hour in duration.
- 2.1.3. Evaluation of needs, budget, property uses, constraints, easements, environmental hazards, lead and asbestos analysis, and risks, as needed.

- 2.1.4. Consultation with City of Tampa (CoT) Architectural Review Commission and Historic Preservation, if the project is located within a local or national historic district, designated as a historic landmark, in an Overlay District, requires a Certificate of Appropriateness, or is within or part of a structure that is more than fifty (50) years old.
- 2.1.5. Pre-application permitting consultation with CoT Construction Services Department (CSD).
- 2.1.6. Confirmation of zoning and building type.

2.2. ATP 2: Conceptual Design

- 2.2.1. Master planning, site layout, and infrastructure design, including but not limited to, site, buildings, vehicle access, parking, sidewalks, delivery areas, utilities, lighting (exterior and interior), landscaping, wetlands, retention, detention, dumpsters, and signage, as well as, HVAC, mechanical, electrical, and plumbing.
- 2.2.2. Project programming, spatial analysis, and conceptual building design and layout.
- 2.2.3. Preliminary Coordination with CoT Departments including, but not limited to, Mobility, Solid Waste, Stormwater, Water, and Wastewater.
- 2.2.4. Design alignment with the CRA area's Community Redevelopment Plan (CRP) and Overlay Districts.
- 2.2.5. Computer graphic renderings and narratives to illustrate proposed changes, colors, and signage.
- 2.2.6. Preliminary Project improvement scope and estimated construction budget with Cost/Square Footage (SF).
- 2.2.7. Provide up to two (2) rounds of revisions to the Preliminary Project Scope and Conceptual Site Layout if requested by the CRA.
- 2.2.8. Recommend design development schedule and package content.

2.3. ATP 3, 4, & 5: Working Designs

- 2.3.1. One-on-One in Person Coordination with the Property Owners, Business Owner(s), and the CRA to finalize the project and design.
- 2.3.2. The number of meetings shall be determined based on project complexities and approved scope of work.
- 2.3.3. Comprehensive architectural and engineering design services, including schematic design, design development, construction documentation, and permit documents.
- 2.3.4. Cost estimation at 30%, 60%, and 90% Construction Document (CD) stages with Cost/SF.
- 2.3.5. Specialized services as required, including but not limited to:
 - 2.3.5.1. Design Services for Energy Efficiency.
 - 2.3.5.2. Geotechnical Services and Utility Location.
 - 2.3.5.3. Green Infrastructure for Stormwater Management.
 - 2.3.5.4. Job Site Control and Erosion Control Systems.

- 2.3.5.5. Comprehensive Landscape Architecture and Irrigation Design Services.
- 2.3.5.6. Exterior and Interior Identification, Informational, and Directional Signage.
- 2.3.5.7. Boundary, Typographic, Wetland, Right of Way, Utilities, Tree, and Right of Way Surveys including Final Layout and As-Builts.
- 2.3.6. In-Person Preliminary Plan Review (PPR) with CSD at 60% CD.
 - 2.3.6.1. The CoT's PPR fee may be paid by the CRA directly to CSD and the task order maximum will be reduced by this fee amount. If the PPR fee is included in the Task Order Proposal, it shall be invoiced with no mark up from the amount paid to the City.
 - 2.3.6.2. Any revisions required by PPR are included in the project scope.
- 2.3.7. In addition to revisions required by the PPR, the Consultant shall provide up to two (2) additional rounds of revisions at each CD stage if requested by the CRA or awardee.

2.4. ATP 6: Final Design and Documentation

- 2.4.1. As-built and "signed and sealed" final construction documents in latest AutoCAD format.
- 2.4.2. Cost estimation at 100% CD with Cost/SF.
- 2.4.3. Final estimate of Engineer of Record or Architect post-design services required for permit approval.
- 2.4.4. Complete Closeout Documents, Technical Specifications, Shop Drawings, and Exhibits in Word and PDF Formats.

2.5. ATP 7: Post-Design Services (As Needed)

- 2.5.1. Engineer of Record or Architect services for permit approval.

3. Scheduling & Coordination

- 3.1. Scheduling and coordination of the project must organize long lead times, potential delays, and funding in the most efficient and suitable manner acceptable to the CRA.
- 3.2. All communication with the project property owner/tenant (grantee) will only take place through CRA staff or with CRA staff in attendance.
- 3.3. CRA staff will schedule all consultation meetings at the Tampa Municipal Office Building, 306 East Jackson Street, unless otherwise approved by the CRA (example: site visit).
- 3.4. CRA will provide potential dates/times and Consultant shall be available within a 2-week window of the meeting request.

4. Progress Check-in

- 4.1. The CRA's designated EDS may hold periodic progress check-in by phone or virtually with the Consultant's PM during the term of any Task Order entered into under this agreement.
- 4.2. Any expenses for these progress check-ins shall be non-billable outside of the approved amounts included in the Task Order.

5. Compliance With Governing Codes and Life Safety

- 5.1. The Consultant shall provide services in compliance with all the laws and regulations regarding public and life safety, including but not limited to, governing building/city codes, plan/code review process, regulatory agency reviews, and required site improvements.
- 5.2. The Consultant shall comply with the submittal requirements and processes of the CoT and CRA including the following:
 - 5.2.1. All CoT and Regulatory Requirements as indicated in the CoT's Permitting Checklist.
 - 5.2.2. All Applicable Governing Codes, Laws, Regulations, and Ordinances including Site, Environmental, Landscape, Building, and Regulatory Permitting.
 - 5.2.3. American with Disabilities Act (ADA) and Florida Building Codes Accessibility.
 - 5.2.4. Tampa CRA Community Redevelopment Plan in effect for the property location.

6. Provided Materials

- 6.1. The CRA will provide the Consultant with copies of any available reference materials, as-builts and surveys for a project property that may exist at the time of the request for project proposal.
- 6.2. All items and/or materials required to design and execute the final and approved design for an authorized Project and not indicated herein or in the request for project proposal as provided by the CRA, shall be provided without additional cost by the Consultant.

7. Ownership of Materials

- 7.1. The CRA shall retain the ownership of all work products and intellectual property including, but not limited to, any designs and documents of any kind or nature produced as a result of being engaged and/or paid by the CRA.
- 7.2. The CRA reserves the right to re-use any and all work product(s) without additional compensation to the Consultant.
- 7.3. The Property Owner/Grant Applicant will have a revocable license from the CRA to use the pre-development work product in connection with the development of the property subject to the Pre-Development Grant.

8. Submittals

- 8.1. Unless otherwise expressly stated within the approved Task Order: (i) drawings, sketches, plans, surveys, etc. submitted to the CRA shall either be produced in a computer generated format using AutoCAD or compatible software that can be saved as a (.DWG) file together with a hard copy and a (.PDF) copy and (ii) narrative materials whether in draft, interim, final, or other form (e.g. memorandums, minutes, agendas, etc.) submitted to the CRA shall be produced in a computer-generated format using Word or compatible software that can be saved as a (.DOC/.DOCX) file together with a (.PDF) copy.
- 8.2. Notwithstanding anything stated herein to the contrary, all submittals to the CRA regardless of type or format (e.g. DWG, .PDF, .DOC, etc.) shall: (a) be compatible with CRA and CoT systems without loss of data, quality of appearance, or accuracy; (b) be enabled to ensure the CRA has the ability to easily retrieve, use, and modify them; and (c) meet the minimum criteria or

requirements stated herein together with all other applicable CRA and CoT standards from time to time provided to the Consultant. Submittals not in compliance with the foregoing shall be resubmitted at no additional cost to the CRA until compliant.

- 8.3. Electronic files submitted to the CRA shall be error free, not corrupted, and without viruses, malware, or other code that may cause harm to CRA or CoT systems.
- 8.4. Electronic file transfer will be provided to and from the Consultant through an access-protected SharePoint site provided by the CRA, or other comparable system as determined by the CRA.

9. Additional Invoicing Requirements

- 9.1. In addition to compliance with the standard City requirements outlined in this agreement, the following requirements apply to all invoices under this agreement:
 - 9.1.1. Invoicing must be submitted via Trimble. Training will be provided to the consultant as requested. Consultant team should contact Trimbleconstruct@tampagov.net to receive training and have a user ID created. All invoices shall be accompanied by a signed and completed DMI 30 FORM "City of Tampa - DMI Sub-(Contractors/Consultants/Suppliers) Payments".
 - 9.1.2. Consultant shall provide a separate invoice per Task Order, showing a breakdown of the hours worked by each person charging time to the Project, hourly salary cost and any approved reimbursable expenses.
 - 9.1.3. Each invoice shall include a report showing actual progress and expenses of the Project work completed compared to the project proposal approved under the Task Order and schedule for completion of the work.
 - 9.1.4. Invoices may not contain any retainers or deposits.
 - 9.1.5. Invoices shall be submitted no more than once a month, shall be itemized, detailed, and accompanied by valid receipts.
 - 9.1.6. Consultant shall provide a sworn and certified progress payment affidavit indicating that all laborers, material suppliers, and subcontractors dealing with the Consultant were paid in full as it relates to all work performed up to the time of the request for payment.
 - 9.1.7. Consultant shall provide partial conditional releases or waivers of lien by the contractor, material suppliers, and subcontractors, and evidence of proof of payment of any indebtedness incurred with respect to the work of the Consultant as may be required by the CRA.
 - 9.1.8. Consultant shall provide any other information with respect to the work of the Consultant required by the CRA, in the CRA's sole discretion.
 - 9.1.9. Consultant expressly agrees that they may not seek payment for Task Order expenditures from any other source but the CRA and expressly waives the right to seek payment from any other source.

EXHIBIT B

Rate Sheet

Design Assistance Services and Development Consultation for

CRA Commercial Pre-Development Grants

Contract 25-D-00002

Professional Services Classification		Rate
1	Project Manager	\$ 240.00
2	Principal Engineer/Architect	\$ 235.00
3	Senior Engineer	\$ 205.00
4	Engineer	\$ 155.00
5	Designer	\$ 125.00

CITY OF TAMPA INSURANCE REQUIREMENTS

Prior to commencing any work or services or taking occupancy under that certain written agreement or award (for purposes of this document, Agreement) between the City of Tampa, Florida (City) and Firm/Awardee/Contractor/Consultant/Lessee/non-City party, etc. (for purposes of this document, Firm) to which this document is attached and incorporated as an Exhibit or otherwise, and continuing during the term of said Agreement (or longer if the Agreement and/or this document so requires), Firm shall provide, pay for, and maintain insurance against claims for injuries to persons (including death) or damages to property which may arise from or in connection with the performance of the Agreement (including without limitation occupancy and/or use of certain property/premises) by Firm, its agents, representatives, employees, suppliers, subtenants, or subcontractors (which term includes sub-consultants, as applicable) of any tier subject to the terms and conditions of this document. Firm's maintenance of insurance coverage as required herein is a material element of the Agreement and the failure to maintain or renew coverage or provide evidence of same (defined to include without limitation Firm's affirmative duty to provide from time to time upon City's request certificates of insurance, complete and certified copies of Firm's insurance policies, forms, and endorsements, information on the amount of claims payments or reserves chargeable to the aggregate amount of coverage(s) whether during the term of the Agreement or after as may be requested by the City in response to an issue or potential claim arising out of or related to the Agreement to which Firm's insurance obligations hereunder may apply or possibly help mitigate) may be treated as a material breach of the Agreement. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without any obligation or waiver of its rights) may (i) terminate the Agreement or (ii) purchase such coverages as City deems necessary to protect 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 CRPL Insurance for construction within 50ft of operated railroad track(s) or where affects any railroad bridge, trestle, tunnel, track(s) roadbed, or over/under pass. Subject to involved rail road's approval prior to commencement of work. **(IF APPLICABLE)**.

I. Pollution and/or Asbestos Legal Liability Insurance where Agreement involves asbestos and/or environmental hazards/contamination risks (defined broadly, e.g. lead, mold, bacteria, fuel storage, underground work, cleanup (owned or non-owned sites), pollutant generation/transportation, marine/natural resource damage, contamination claim, restitution, business interruption, mold, fungus, lead-based paint, 3rd party claims/removal, etc.), with limits of at least \$1M per occurrence and \$2M aggregate, maintained for at least 3 years after Agreement completion. **(IF APPLICABLE)**

J. Cyber Liability Insurance where Agreement involves portals allowing access to obtain, use, or store data; managed dedicated servers; cloud hosting services; software/hardware; programming; and/or other IT services

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

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

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

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

M. Garagekeeper/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 CIOB) 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.



City of Tampa – Schedule of **All To-Be-Utilized** Sub-(Contractors/Consultants/Suppliers) (DMI 20 Form)

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

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

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

Note: Form DMI-20 must list ALL subcontractors To-Be-Utilized.

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: "O" for Other Non-Certified

S = SLBE O =Neither	Company Name Address Phone, Fax, Email	Trade, Services or Materials NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
	Austin Construction Group, Inc. 2430 US 301, Tampa, FL 33619 813-917-9267/kcoats@acgtampa.com			
	Angleright Surveying 440 Roberts Rd, Suite 1, Oldsmar, FL 34677 813-925-9098/ bschwartzberg@angleright.net			

Failure to Complete, Sign and Submit
 this form with your Bid or Proposal
 Shall render the Bid Non-Responsive.
 (Do Not Modify This Form)

Total ALL Subcontract / Supplier Utilization \$ _____

Total SLBE Utilization \$ _____

Percent SLBE Utilization of Total Bid/Proposal Amt. _____%

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

Signed: Brian Coats Name/Title: _____ Date: _____

Failure to Complete, Sign and Submit Forms 10, 20, & 50 MAY render the Bid or Proposal Non-Responsive Forms must be included with Bid / Proposal

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT (“Agreement”) made and entered into at Tampa, Florida, as of the ____ day of _____, 2026, which is the date Resolution No. 2026-_____ was adopted authorizing execution of this Agreement, by and between the CITY OF TAMPA, a municipal corporation of the State of Florida, (“CITY”), the address of which is 315 East Kennedy Boulevard, Tampa, Florida 33602, and Boggs Design Partners, LLC, a Florida limited liability company authorized to do business in the State of Florida, (“FIRM”), the address of which is 607 S. Alexander Street, Suite 101, Plant City, Florida 33563.

WITNESSETH:

WHEREAS, the CITY desires to engage the FIRM to perform certain professional services pertinent to such work which shall be referred to as Contract 25-D-02002 Design Assistance Services and Development for CRA Commercial Pre-Development Grants (“PROJECT”) in accordance with this Agreement; and

WHEREAS, the FIRM desires to provide such professional 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 will be that of an independent professional consultant for the PROJECT; and the FIRM shall provide the professional and technical services required under this Agreement in accordance with the care and skill used by members of FIRM’S profession practicing under similar circumstances at the same time and in the same locality (“Standard of Care”).

B. The scope of services to be provided is indicated in **Exhibit A** (“Services”).

II. DATA AND SERVICES TO BE PROVIDED BY THE CITY

The CITY shall provide available plans and specifications of existing construction, if any, applicable to the Project.

III. PERIOD OF SERVICE

A. The FIRM shall begin work promptly after receipt of a fully executed copy of this Agreement and a Notice to Proceed. This Agreement shall remain in force until the completion of all construction for the Project.

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 and compensation 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 are 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 services performed with this Agreement a lump sum (by task) of not to exceed \$10,000,000 to be billed in accordance with **Exhibit B**.

VI. PAYMENT

Payments shall be made upon presentation of the FIRM's approved invoices via Trimble software.

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 upon prior written notice 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 for 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

In the event the PROJECT is suspended, cancelled or abandoned, 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 hereof, FIRM shall immediately cease work hereunder and shall be compensated for its services rendered up to the time of such cancellation or termination on a quantum meruit basis; and the CITY shall have no further financial obligation to FIRM.

In the event the PROJECT is suspended, cancelled or abandoned, 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 except that FIRM shall not be liable for such future use by the CITY.

X. TERMINATION

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

required by this Agreement in conformity with the Standard of Care, or other similar cause, the City may terminate this Agreement for 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. In the event of such termination for cause, the FIRM shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date; however, FIRM shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date. All work accomplished by FIRM prior to the Termination Date shall be documented. In the event the project is terminated for cause pursuant to this Article, the FIRM shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the FIRM's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the CITY. Notwithstanding the above or any section herein to the contrary, FIRM shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by FIRM.

B. Termination for Convenience. The CITY may reduce the scope of work or terminate work under this Agreement or amendment to this Agreement without cause; in the event of such scope reduction or termination other than for cause, the CITY shall compensate the FIRM for services properly performed through the date of such reduction in scope or termination, which date shall be fixed in written notice from the CITY and which date shall be not sooner than fifteen (15) days after notice. Notwithstanding such termination or reduction in scope, the CITY shall be entitled to receive from the FIRM upon request any and all information related to the PROJECT and the CITY shall preserve and protect all such information and assure ready access thereto by the FIRM in connection with resolution of the amount due to the FIRM. The CITY, at its own discretion, shall be entitled to direct the FIRM to terminate any or all the FIRM's subcontracts or subconsulting agreements. In the event the project is terminated for convenience pursuant to this Article, the FIRM shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from

the FIRM's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the CITY.

XI. INSURANCE

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

XII. INTERESTS OF MEMBERS OF THE CITY

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

XIII. INTEREST OF THE FIRM

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

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

The FIRM shall disclose any clients that may either conflict with or affect its independent judgment when performing any work for the City of Tampa covered by this Agreement. Failure of the FIRM to disclose the above professional conflict of interest may result in termination of this Agreement pursuant to Article X 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 disqualified from participating in the proposed Project.

XIV. COMPLIANCE WITH LAWS

A. The FIRM shall comply with the applicable requirements of State laws and all Codes and Ordinances of the City of Tampa as amended from time to time, together with keeping and maintaining in full force and effect during the term of this Agreement all licenses and certificates of authorization required pursuant to applicable law, including without limitation those required by Chapters 471, 481, and 489, Florida Statutes.

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 under said Agreement.

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. 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.

E. Any documents provided by FIRM to the CITY are public records and the CITY may authorize third parties to review and reproduce such documents pursuant to public records laws, including the provisions of Chapter 119, Florida Statutes

XV. ASSIGNABILITY

Neither party shall assign or transfer any interest in this Agreement without consent from the other party; 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. 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. FIRM shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM

A. FIRM shall demonstrate a good faith effort toward the utilization of City Certified Small Local Business Enterprise (SLBE) subconsultants or suppliers.

B. The CITY shall make available a list of Certified SLBEs.

C. The FIRM shall report to the CITY its subcontractors/subconsultants/suppliers solicited or utilized (**Exhibit D**).

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

XVIII. CITY CODE OF ETHICS

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

XIX. NEGATION OF AGENT OR EMPLOYEE STATUS

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

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

XIV. 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

The FIRM shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the FIRM and other persons employed or utilized by the FIRM in the performance of the Agreement.

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 \$1,000,000 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 \$1,000,000 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 non-state entity shall comply with all applicable requirements of section 215.97, F.S., and Audit Requirements. A State single audit is required if a nonstate entity expends \$750,000 or more of State financial assistance in any fiscal year of such non-state 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 the Agreement, failure to comply with the audit requirements as provided herein, or failure to expend Grant Funds in a timely or proper manner. A cancellation for default pursuant to this Article shall not impair or limit the City's remedy for the Firm's breach of warranty to the extent of work performed, not for errors or omissions in the professional engineering services prior to cancellation.

XXIX. BUDGET APPROPRIATIONS

The City is subject to Section 166.241, Florida Statutes, and is not authorized to contract for expenditures in any fiscal year except in pursuance of budgeted appropriates. With respect to this Agreement, the City has budgeted and appropriated sufficient monies to fund the City's obligations under this Agreement. The obligations of the City hereunder shall not constitute a general indebtedness of the City within the meaning of the Florida Constitution.

XXX. SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, prohibits agencies or local governmental entities from contracting with companies for (i) goods or services of any amount on either the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel and (ii) goods or services of \$1,000,000 or more 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, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria. A company that is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or is engaged in business operations in Cuba or Syria 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 any amount. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria or is on the Iran Terrorism Sector List 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 \$1,000,000 or more. FIRM certifies that it is not in violation of Section 287.135, Florida Statutes. If the City determines the FIRM submitted a false certification, or has been placed on the Scrutinized Companies Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or been engaged in business operations in Cuba or Syria, the City shall have the option to terminate this Agreement or maintain it subject to the conditions of Section 287.135 of the Florida Statutes.

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.

XXXIII. LABOR

Pursuant to Florida Statutes Section 786.06 (13) effective July 1, 2024, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the

nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term “governmental entity” has the same meaning as in s. 287.138(1).

XXXIV. FIRM EMPLOYEES

PURSUANT TO §558.0035, FLORIDA STATUTES, FIRM’S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

[SIGNATURES APPEAR 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:

Boggs Design Partners, LLC

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; use individual's only if applicable.

[SEAL]

ATTEST:

CITY:

City of Tampa, Florida

By: _____

City Clerk/Deputy City Clerk

[SEAL]

By: _____

Jane Castor, Mayor

APPROVED AS TO FORM:

Justin R. Vaske, Senior Assistant City Attorney

ATTESTATION OF COMPLIANCE WITH FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 287.138, FLORIDA STATUTES, CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME) PURSUANT TO SECTION 287.133, FLORIDA STATUTES, PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135, FLORIDA STATUTES, PROHIBITION AGAINST HUMAN TRAFFICKING PURSUANT TO SECTION 787.06, FLORIDA STATUTES, AND COMPLIANCE WITH E-VERIFY PURSUANT TO SECTION 448.095, FLORIDA STATUTES

This form must be completed by an Officer of an Entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending a contract with the City of Tampa.

Public Entity Crimes

1. Officer understands that a “person” or “affiliate” who has been placed on the “convicted vendor list” following a “conviction” for a “public entity crime” (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, is ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa. Business Entities placed on either the “discriminatory vendor list” or “antitrust vendor list” are ineligible to transact business with the City of Tampa.
2. Officer understands and attests that neither Officer, nor any person or affiliate of the Entity, nor the Entity have been placed on any of the above referenced vendor lists that would render the Entity ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa.

Scrutinized Companies

3. Officer understands that pursuant to Section 287.135(2)(a), Florida Statutes, if the value of the contract is one hundred thousand dollars or more, the Entity would be ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa if the Entity is on the “Scrutinized Companies or Other Entities that Boycott Israel List” (created pursuant to Section 215.4725, Florida Statutes); or is engaged in a boycott of Israel; or if the value of the contract is one million dollars or more if, at the time of bidding on, submitting a proposal or reply for, or entering into or renewing a contract, the Entity is ineligible to contract with the City of Tampa if the Entity:
 - a. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
 - b. Is engaged in business operations in Cuba or Syria.
4. Officer attests that neither Officer nor the Entity are on the Scrutinized Companies or Other Entities that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor is either engaged in a boycott of Israel, and understand that any resulting contract may be terminated for a falsification of this Attestation.

E-Verify

5. Officer understands and attests that pursuant to Section 448.095(5), Florida Statutes, the Entity must comply with Florida’s E-Verify law to enter into a contract with the City of Tampa.
6. The undersigned Entity is registered with and uses the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all new

employees.

7. No public employer has terminated a contract with the Entity pursuant to Section 448.095(5), Florida Statutes, within the year immediately preceding the date of contracting or submitting a bid, proposal or reply to contract with the City of Tampa.

8. Entity is currently in compliance and will remain in compliance, for the duration of any contract with the City of Tampa, with all requirements of Section 448.095(5), Florida Statutes.

9. Officer understands and attests that, if there is a good faith belief that the Entity has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation on the part of the City of Tampa to terminate a contract pursuant to Section 448.095(5), Florida Statutes.

10. Officer understands and attests that, if there is a good faith belief that one of Entity's subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but the Entity has otherwise complied with its obligations thereunder, then the Entity will be required to immediately terminate the contract with the subcontractor in order to continue providing services to the City of Tampa.

Anti-Human Trafficking

11. Officer hereby understands and attests that the undersigned Entity does not use coercion of labor or services as those terms are defined in section 787.06(2), Florida Statutes.

12. Officer attests to the best of his/her knowledge that commodities offered to the City by the Entity have not been produced, in whole or in part, by forced labor. Any contract that the City may enter into with Entity if Entity is placed on the forced labor vendor list.

Compliance with Foreign Countries of Concern

13. Officer, on behalf of the Entity attest to the following:

a. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138, Florida Statutes.)

b. The government of a foreign country of concern does not have a controlling interest in the Entity. (Source: § 287.138(2)(b), Florida Statutes.)

c. Entity is not organized under the laws of, and does not have a principal place of business in a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes.)

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: Boggs Design Partners, LLC

Officer's Printed Name: Erica Azorin Craig, AIA NCARB

Officer's Title: Principal Architect, VP

Signature:  _____

Date: January 9, 2026

EXHIBIT A
Scope of Services
Design Assistance Services and Development Consultation for
CRA Commercial Pre-Development Grants
Contract 25-D-00002

Under this Scope of Services, Boggs Design Partners, LLC (Consultant) will perform consulting, pre-construction, design, and engineering services to assist in planning, programming, and aesthetics for commercial development improvements and other as-needed program support tasks required for the Tampa Community Redevelopment Agency (CRA) Commercial Pre-Development Grant.

Services will be managed through a series of subsequently issued task orders (Task Orders) for each approved Grant for a privately-owned small to medium sized commercial property (Project). The CRA will issue an Authorization to Proceed (ATP) prior to the start of each phase of the pre-development process. If the Project scope changes to the extent it no longer qualifies for CRA funding, the CRA reserves the right to terminate the Project and the associated Task Order. Under no circumstances shall a Task Order exceed \$150,000 per Project.

1. Task Orders & Proposals

- 1.1. The CRA shall make a request of the Consultant to perform Design Assistance and Development Consultation services on a 'task' basis. The CRA will communicate with the Consultant, in writing, a general description of the task to be performed.
- 1.2. At the CRA's request, the Consultant will generate a detailed 'Scope of Work' document; prepare a schedule; add a not-to-exceed price as deemed appropriate by the CRA to accomplish the task and send the thus developed 'task proposal' to the CRA in an electronic format acceptable to the CRA.
 - 1.2.1. The task proposal must include a reference to the current contract.
 - 1.2.2. If a site visit is needed to generate the scope document, the Consultant shall request approval from the CRA and the property owner(s) prior to visiting the site.
 - 1.2.3. A task proposal will be prepared by the selected Consultant in the following manner using the outline as noted below within 10 business days of a written request by the CRA Economic Development Specialist/Project Manager (EDS).
 - A. Project Address
 - B. Description of Specific Services and Deliverables to be Provided
 - C. Project Schedule and Target Dates.
 - D. Not to Exceed Compensation for Professional Services:
 - i. All Task Order proposals shall provide a not-to-exceed fee for professional services using the Consultant's Hourly Rates (as mutually agreed upon with the

CoT, CRA and the Consultant) and reimbursable services and expenses based on the scope of work to be performed to a maximum of \$150,000 per project.

- ii. Contingency - Inclusion of any Contingency in the proposal cost must be included within the \$150,000 project maximum. "Contingency" shall mean a sum of money which may be included in Consultant's total compensation amount for specific contingencies that are believed may be necessary to complete the Consultant's required services and for which the Consultant will be paid on the basis of stipulated unit prices and/or hourly rates, however, Consultant may only use Contingency amounts if specifically directed to do so by the CRA EDS in advance and in writing.
- iii. Reimbursable Expenses Contingency - Reimbursable expenses include document reproduction, materials for document preparation, postage, courier and overnight delivery services. No mileage or travel expenses are allowed. All reimbursable expenses shall be passed through at a cost factor of 1.0, must be approved in advance and in writing by the CRA EDS, and shall not exceed the amount identified in the Reimbursable Expenses Contingency included in the proposal.
- iv. Post-Design Services Allowance - Inclusion of an Allowance for Engineer of Record post-design services must be included within the \$150,000 project maximum for any revisions required for the plans to be approved by the City of Tampa after delivery of the Permit-Ready Construction Documents. Post-design services must be approved in advance and in writing by the CRA EDS and shall not exceed the amount identified in the Post-Design Services Allowance included in the proposal.
- v. All services and expenses of independent professional associates, consultants and/or subcontractors employed by the Consultant must be included within the \$150,000 project maximum and shall be invoiced to the CRA at the amount invoiced to the Consultant at a cost factor of 1.0.
- vi. At the completion of grant-related services, the eligible property Owner(s) will have the option to engage the services of the Consultant to perform additional services, under a separate agreement, at the Owner's cost. Any agreement for additional services will not include the CoT or CRA but be solely negotiated and contracted between the Consultant and Owner.

E. Compensation Frequency:

Declaration of the invoicing frequency and schedule elected by the Consultant. At no more than monthly intervals the Consultant may submit invoices for services, additional services rendered, and for approved reimbursable expenses incurred. The Consultant may elect to schedule invoicing at project milestones instead. If electing milestone invoicing, a schedule of invoicing milestones shall be provided.

F. Construction Costs:

Acknowledgement that all construction costs (and possible financing) shall be the responsibility of the eligible property Owner(s).

G. Project Duration:

Acknowledgement that Services shall be completed within one hundred and eighty (180) calendar days from the date of the first Consultation Meeting between the eligible property Owner(s), Business Owner(s), Consultant, and/or CRA, unless otherwise approved in writing by the CRA.

H. General Conditions and Understandings:

Unless authorized in writing by the CRA, the Consultant shall not include with the 'task proposal' any conflicting terms and conditions to this Agreement, rate schedules, signature requirements, or acceptance forms for CRA approval to proceed.

I. Excluded Services.

- 1.3. Following review and approval of the Task Order proposal, the CRA will issue a Task Order Notice to Proceed ("Task NTP") to authorize start of ATP 1 services and requisition a corresponding Purchase Order (PO). The final issued "Task NTP" shall supersede any previous 'task proposal.'
- 1.4. Upon the receipt of the Task NTP and release to start ATP 1 from the CRA, the Consultant shall perform the services set forth.
- 1.5. Amounts to be charged against the Task Order PO shall not, in the aggregate, exceed the total compensation amount of the issued Task Order, and under no circumstance be greater than the \$150,000 per project maximum.
- 1.6. Consultant is not authorized to proceed with, and will not be compensated for any work, fee, or expense that is not properly authorized by an approved Task Order or that the aggregate exceeds said total compensation amount approved for a Task Order.
- 1.7. The CRA to track the issuance of Task Orders and notify the Contract Administration Department in writing when the aggregate Task Order amounts equal 80% of the total approved contract amount.
 - 1.7.1. If the CRA should later desire to increase the total contract amount, the CRA shall do so by written amendment to the agreement.

2. Services by ATP Phase

The firm will perform professional architectural and engineering services, which are anticipated to include, but may not be limited to, the following:

2.1. ATP 1: Initial Consultations

- 2.1.1. One-on-one in-person consultations with property and business owners and CRA staff.
- 2.1.2. The number of meetings shall be determined based on project complexities and the approved scope of work but shall not be less than two (2) meetings of at least one (1) hour in duration.
- 2.1.3. Evaluation of needs, budget, property uses, constraints, easements, environmental hazards, lead and asbestos analysis, and risks, as needed.

- 2.1.4. Consultation with City of Tampa (CoT) Architectural Review Commission and Historic Preservation, if the project is located within a local or national historic district, designated as a historic landmark, in an Overlay District, requires a Certificate of Appropriateness, or is within or part of a structure that is more than fifty (50) years old.
- 2.1.5. Pre-application permitting consultation with CoT Construction Services Department (CSD).
- 2.1.6. Confirmation of zoning and building type.

2.2. ATP 2: Conceptual Design

- 2.2.1. Master planning, site layout, and infrastructure design, including but not limited to, site, buildings, vehicle access, parking, sidewalks, delivery areas, utilities, lighting (exterior and interior), landscaping, wetlands, retention, detention, dumpsters, and signage, as well as, HVAC, mechanical, electrical, and plumbing.
- 2.2.2. Project programming, spatial analysis, and conceptual building design and layout.
- 2.2.3. Preliminary Coordination with CoT Departments including, but not limited to, Mobility, Solid Waste, Stormwater, Water, and Wastewater.
- 2.2.4. Design alignment with the CRA area's Community Redevelopment Plan (CRP) and Overlay Districts.
- 2.2.5. Computer graphic renderings and narratives to illustrate proposed changes, colors, and signage.
- 2.2.6. Preliminary Project improvement scope and estimated construction budget with Cost/Square Footage (SF).
- 2.2.7. Provide up to two (2) rounds of revisions to the Preliminary Project Scope and Conceptual Site Layout if requested by the CRA.
- 2.2.8. Recommend design development schedule and package content.

2.3. ATP 3, 4, & 5: Working Designs

- 2.3.1. One-on-One in Person Coordination with the Property Owners, Business Owner(s), and the CRA to finalize the project and design.
- 2.3.2. The number of meetings shall be determined based on project complexities and approved scope of work.
- 2.3.3. Comprehensive architectural and engineering design services, including schematic design, design development, construction documentation, and permit documents.
- 2.3.4. Cost estimation at 30%, 60%, and 90% Construction Document (CD) stages with Cost/SF.
- 2.3.5. Specialized services as required, including but not limited to:
 - 2.3.5.1. Design Services for Energy Efficiency.
 - 2.3.5.2. Geotechnical Services and Utility Location.
 - 2.3.5.3. Green Infrastructure for Stormwater Management.
 - 2.3.5.4. Job Site Control and Erosion Control Systems.

- 2.3.5.5. Comprehensive Landscape Architecture and Irrigation Design Services.
- 2.3.5.6. Exterior and Interior Identification, Informational, and Directional Signage.
- 2.3.5.7. Boundary, Typographic, Wetland, Right of Way, Utilities, Tree, and Right of Way Surveys including Final Layout and As-Builts.
- 2.3.6. In-Person Preliminary Plan Review (PPR) with CSD at 60% CD.
 - 2.3.6.1. The CoT's PPR fee may be paid by the CRA directly to CSD and the task order maximum will be reduced by this fee amount. If the PPR fee is included in the Task Order Proposal, it shall be invoiced with no mark up from the amount paid to the City.
 - 2.3.6.2. Any revisions required by PPR are included in the project scope.
- 2.3.7. In addition to revisions required by the PPR, the Consultant shall provide up to two (2) additional rounds of revisions at each CD stage if requested by the CRA or awardee.

2.4. ATP 6: Final Design and Documentation

- 2.4.1. As-built and "signed and sealed" final construction documents in latest AutoCAD format.
- 2.4.2. Cost estimation at 100% CD with Cost/SF.
- 2.4.3. Final estimate of Engineer of Record or Architect post-design services required for permit approval.
- 2.4.4. Complete Closeout Documents, Technical Specifications, Shop Drawings, and Exhibits in Word and PDF Formats.

2.5. ATP 7: Post-Design Services (As Needed)

- 2.5.1. Engineer of Record or Architect services for permit approval.

3. Scheduling & Coordination

- 3.1. Scheduling and coordination of the project must organize long lead times, potential delays, and funding in the most efficient and suitable manner acceptable to the CRA.
- 3.2. All communication with the project property owner/tenant (grantee) will only take place through CRA staff or with CRA staff in attendance.
- 3.3. CRA staff will schedule all consultation meetings at the Tampa Municipal Office Building, 306 East Jackson Street, unless otherwise approved by the CRA (example: site visit).
- 3.4. CRA will provide potential dates/times and Consultant shall be available within a 2-week window of the meeting request.

4. Progress Check-in

- 4.1. The CRA's designated EDS may hold periodic progress check-in by phone or virtually with the Consultant's PM during the term of any Task Order entered into under this agreement.
- 4.2. Any expenses for these progress check-ins shall be non-billable outside of the approved amounts included in the Task Order.

5. Compliance With Governing Codes and Life Safety

- 5.1. The Consultant shall provide services in compliance with all the laws and regulations regarding public and life safety, including but not limited to, governing building/city codes, plan/code review process, regulatory agency reviews, and required site improvements.
- 5.2. The Consultant shall comply with the submittal requirements and processes of the CoT and CRA including the following:
 - 5.2.1. All CoT and Regulatory Requirements as indicated in the CoT's Permitting Checklist.
 - 5.2.2. All Applicable Governing Codes, Laws, Regulations, and Ordinances including Site, Environmental, Landscape, Building, and Regulatory Permitting.
 - 5.2.3. American with Disabilities Act (ADA) and Florida Building Codes Accessibility.
 - 5.2.4. Tampa CRA Community Redevelopment Plan in effect for the property location.

6. Provided Materials

- 6.1. The CRA will provide the Consultant with copies of any available reference materials, as-builts and surveys for a project property that may exist at the time of the request for project proposal.
- 6.2. All items and/or materials required to design and execute the final and approved design for an authorized Project and not indicated herein or in the request for project proposal as provided by the CRA, shall be provided without additional cost by the Consultant.

7. Ownership of Materials

- 7.1. The CRA shall retain the ownership of all work products and intellectual property including, but not limited to, any designs and documents of any kind or nature produced as a result of being engaged and/or paid by the CRA.
- 7.2. The CRA reserves the right to re-use any and all work product(s) without additional compensation to the Consultant.
- 7.3. The Property Owner/Grant Applicant will have a revocable license from the CRA to use the pre-development work product in connection with the development of the property subject to the Pre-Development Grant.

8. Submittals

- 8.1. Unless otherwise expressly stated within the approved Task Order: (i) drawings, sketches, plans, surveys, etc. submitted to the CRA shall either be produced in a computer generated format using AutoCAD or compatible software that can be saved as a (.DWG) file together with a hard copy and a (.PDF) copy and (ii) narrative materials whether in draft, interim, final, or other form (e.g. memorandums, minutes, agendas, etc.) submitted to the CRA shall be produced in a computer-generated format using Word or compatible software that can be saved as a (.DOC/.DOCX) file together with a (.PDF) copy.
- 8.2. Notwithstanding anything stated herein to the contrary, all submittals to the CRA regardless of type or format (e.g. DWG, .PDF, .DOC, etc.) shall: (a) be compatible with CRA and CoT systems without loss of data, quality of appearance, or accuracy; (b) be enabled to ensure the CRA has the ability to easily retrieve, use, and modify them; and (c) meet the minimum criteria or

requirements stated herein together with all other applicable CRA and CoT standards from time to time provided to the Consultant. Submittals not in compliance with the foregoing shall be resubmitted at no additional cost to the CRA until compliant.

- 8.3. Electronic files submitted to the CRA shall be error free, not corrupted, and without viruses, malware, or other code that may cause harm to CRA or CoT systems.
- 8.4. Electronic file transfer will be provided to and from the Consultant through an access-protected SharePoint site provided by the CRA, or other comparable system as determined by the CRA.

9. Additional Invoicing Requirements

- 9.1. In addition to compliance with the standard City requirements outlined in this agreement, the following requirements apply to all invoices under this agreement:
 - 9.1.1. Invoicing must be submitted via Trimble. Training will be provided to the consultant as requested. Consultant team should contact Trimbleconstruct@tampagov.net to receive training and have a user ID created. All invoices shall be accompanied by a signed and completed DMI 30 FORM "City of Tampa - DMI Sub-(Contractors/Consultants/Suppliers) Payments".
 - 9.1.2. Consultant shall provide a separate invoice per Task Order, showing a breakdown of the hours worked by each person charging time to the Project, hourly salary cost and any approved reimbursable expenses.
 - 9.1.3. Each invoice shall include a report showing actual progress and expenses of the Project work completed compared to the project proposal approved under the Task Order and schedule for completion of the work.
 - 9.1.4. Invoices may not contain any retainers or deposits.
 - 9.1.5. Invoices shall be submitted no more than once a month, shall be itemized, detailed, and accompanied by valid receipts.
 - 9.1.6. Consultant shall provide a sworn and certified progress payment affidavit indicating that all laborers, material suppliers, and subcontractors dealing with the Consultant were paid in full as it relates to all work performed up to the time of the request for payment.
 - 9.1.7. Consultant shall provide partial conditional releases or waivers of lien by the contractor, material suppliers, and subcontractors, and evidence of proof of payment of any indebtedness incurred with respect to the work of the Consultant as may be required by the CRA.
 - 9.1.8. Consultant shall provide any other information with respect to the work of the Consultant required by the CRA, in the CRA's sole discretion.
 - 9.1.9. Consultant expressly agrees that they may not seek payment for Task Order expenditures from any other source but the CRA and expressly waives the right to seek payment from any other source.

EXHIBIT B

FEE SCHEDULE

STANDARD HOURLY RATES

STAFF	HOURLY RATE
Managing Partner	260.00
Principal Architect	220.00
Architect	185.00
Project Manager/Senior Designer	175.00
Interior Designer	150.00
Technical/BIM	135.00
Intern	110.00
Clerical	65.00

STANDARD REIMBURSABLE EXPENSES RATE

MISCELLANEOUS EXPENSES: RATE

Copies B&W (Mass reproduction) 8 ½ x 11 : 0.25 each
Copies Color (Mass reproduction) 8 ½ x 11: 1.00 each
Copies B&W (Mass reproduction) 11 x 17: 0.50 each
Copies Color (Mass reproduction) 11 x 17: 8.00 each

Large format prints B&W 24 x 36 on Translucent Bond: 2.50 each
Large format prints B&W 30 x 42 on Translucent Bond: 3.00 each
Large Format Prints Color, Full Printed Sets (24 x 36), Presentation Boards, Graphics, Photography, Postage, etc. : Cost + 15%

Travel (Milage): \$0.58 per mile
Out of Town Expenses (Room, Board): Cost + 15%
Long Distance Telephone Charges: Cost + 15%
Overnight Delivery: Cost + 15%
Courier Services: Cost + 15%

Sub-consultant contracts, if required, such as soil investigations, specialty consultants, surveys, etc., not included in basic services per contract: Cost + 15% to cover administration costs.

Consulting engineers: The engineer's standard rates plus fifteen percent (15%) to cover administration costs.

CITY OF TAMPA INSURANCE REQUIREMENTS

Prior to commencing any work or services or taking occupancy under that certain written agreement or award (for purposes of this document, Agreement) between the City of Tampa, Florida (City) and Firm/Awardee/Contractor/Consultant/Lessee/non-City party, etc. (for purposes of this document, Firm) to which this document is attached and incorporated as an Exhibit or otherwise, and continuing during the term of said Agreement (or longer if the Agreement and/or this document so requires), Firm shall provide, pay for, and maintain insurance against claims for injuries to persons (including death) or damages to property which may arise from or in connection with the performance of the Agreement (including without limitation occupancy and/or use of certain property/premises) by Firm, its agents, representatives, employees, suppliers, subtenants, or subcontractors (which term includes sub-consultants, as applicable) of any tier subject to the terms and conditions of this document. Firm's maintenance of insurance coverage as required herein is a material element of the Agreement and the failure to maintain or renew coverage or provide evidence of same (defined to include without limitation Firm's affirmative duty to provide from time to time upon City's request certificates of insurance, complete and certified copies of Firm's insurance policies, forms, and endorsements, information on the amount of claims payments or reserves chargeable to the aggregate amount of coverage(s) whether during the term of the Agreement or after as may be requested by the City in response to an issue or potential claim arising out of or related to the Agreement to which Firm's insurance obligations hereunder may apply or possibly help mitigate) may be treated as a material breach of the Agreement. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without any obligation or waiver of its rights) may (i) terminate the Agreement or (ii) purchase such coverages as City deems necessary to protect 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 CRPL Insurance for construction within 50ft of operated railroad track(s) or where affects any railroad bridge, trestle, tunnel, track(s) roadbed, or over/under pass. Subject to involved rail road's approval prior to commencement of work. **(IF APPLICABLE)**.

I. Pollution and/or Asbestos Legal Liability Insurance where Agreement involves asbestos and/or environmental hazards/contamination risks (defined broadly, e.g. lead, mold, bacteria, fuel storage, underground work, cleanup (owned or non-owned sites), pollutant generation/transportation, marine/natural resource damage, contamination claim, restitution, business interruption, mold, fungus, lead-based paint, 3rd party claims/removal, etc.), with limits of at least \$1M per occurrence and \$2M aggregate, maintained for at least 3 years after Agreement completion. **(IF APPLICABLE)**

J. Cyber Liability Insurance where Agreement involves portals allowing access to obtain, use, or store data; managed dedicated servers; cloud hosting services; software/hardware; programming; and/or other IT services

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

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

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

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

M. Garagekeeper/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 CIOB) 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 D

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.: 25-D-00002 Contract Name: Design Assistance Services and Development Consultation for CRA Commercial Pre-Development Grants
Company Name: Boggs Design Partners LLC Address: 607 S. Alexander Street, Suite 101, Plant City, FL 33563
Federal ID: 87-2731840 Phone: 813-946-8444 Fax: _____ Email: eacraig@bdparchitects.com

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

No Firms were contacted or solicited for this contract.

No Firms were contacted because: _____

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

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

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

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
83-1239282 S, W	Dark Moss, LLC 308 E 7th Avenue Tampa, FL 33602 813-515-7007/ rick@darkmoss.com	BM	906	E	Y
20-0759192 S	BBE-Boggs Engineering, LLC 607 S. Alexander Street, Suite 101 Plant City, FL 33563 813-747-9100/ sboggs@boggseng.com	CM	925	E	Y
27-0317258 W	PMD Engineering, LLC 6117 School House Ct., # 200 Wesley Chapel, FL 33545 813-322-4373/ pablo@pmdeng.com	HM	925	E	Y
59-3143442 O	Engineering Professionals, Inc. 912 W. Dr. Martin Luther King Jr. Blvd. Tampa, FL 33603 813-251-6848/ hamilton@engrpros.com	CM	925	E	Y
87-2005535 W	DMD & Company 6871 64th Avenue, N Pinellas Park, FL 33781 813-251-6848/ daniel.diaz@dmd-company.com	HM	925	E	Y
59-3154723 O	Tierra, Inc. 7351 Temple Terrace Hwy. Tampa, FL 33637 813-989-1354/ kscott@tierraeng.com	CM	925	E	Y
45-4026468 O	Crow & Associates, Inc. 509 B. West Alexander Street Plant City, FL 33563 813-754-0505/ mike@crowsurveying.com	CM	925	E	Y

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

Signed: Name/Title: Erica Azorin Craig, AIA, VP Date: 4/10/25

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



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

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

Contract No.: 25-D-00002 Contract Name: Design Assistance Services and Development Consultation for CRA Commercial Pre-Development Grants
Company Name: Boggs Design Partners LLC Address: 607 S. Alexander Street, Suite 101, Plant City, FL 33563
Federal ID: 87-2731840 Phone: 813-946-8444 Fax: _____ Email: eacraig@bdparchitects.com

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

No Firms were contacted or solicited for this contract.

No Firms were contacted because: _____

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

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

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

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
36-2338811 O	H.W. Lochner, Inc. 4300 W. Cypress Street, Suite 500 Tampa, FL 33607 813-357-3750/ stephen.benson@hwlocher.com	CM	925	E	Y

Failure to Complete, Sign and Submit
this form with your Bid or Proposal
Shall render the Bid Non-Responsive
(Do Not Modify This Form)

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: Erica Azorin Craig, AIA, VP Date: 4/10/25

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



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

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

Contract No.: 25-D-00002 Contract Name: Design Assistance Services and Development Consultation for CRA Commercial Pre-Development Grants
Company Name: Boggs Design Partners LLC Address: 607 S. Alexander Street, Suite 101, Plant City, FL 33563
Federal ID: 87-2731840 Phone: 813-946-8444 Fax: _____ Email: eacraig@bdparchitects.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 %
87-2731840	Boggs Design Partners, LLC 607 S. Alexander Street, Suite 101 Plant City, FL 33563 813-946-9444/ eacraig@bdparchitects.com	CM	906	N/A	N/A
S					
20-0759192	BBE-Boggs Engineering, LLC 607 S. Alexander Street, Suite 101 Plant City, FL 33563 813-747-9100/ sboggs@boggseng.com	CM	925	N/A	N/A
S					
27-0317258	PMD Engineering, LLC 6117 School House Ct., # 200 Wesley Chapel, FL 33545 813-322-4373/ pablo@pmdeng.com	HM	925	N/A	N/A
W					
59-3143442	Engineering Professionals, Inc. 912 W. Dr. Martin Luther King Jr. Blvd. Tampa, FL 33603 813-251-6848/ hamilton@engrpros.com	CM	925	N/A	N/A
O					
87-2005535	DMD & Company 6871 64th Avenue, N Pinellas Park, FL 33781 813-251-6848/ daniel.diaz@dmd-company.com	HM	925	N/A	N/A
W					
59-3154723	Tierra, Inc. 7351 Temple Terrace Hwy. Tampa, FL 33637 813-989-1354/ kscott@tierraeng.com	CM	925	N/A	N/A
O					
45-4026468	Crow & Associates, Inc. 509 B. West Alexander Street Plant City, FL 33563 813-754-0505/ mike@crowsurveying.com	CM	925	N/A	N/A
O					

Total ALL Subcontract / Supplier Utilization \$ N/A

Total SLBE Utilization \$ N/A

Total WMBE Utilization \$ N/A

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

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

Signed: Name/Title: Erica Azorin, Craig, AIA, VP Date: 4/10/25

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

Forms must be included with Bid / Proposal



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

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

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Company Name: Boggs Design Partners LLC Address: 607 S. Alexander Street, Suite 101, Plant City, FL 33563
Federal ID: 87-2731840 Phone: 813-946-8444 Fax: _____ Email: eacraig@bdparchitects.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 %
83-1239282	Dark Moss, LLC 308 E 7th Avenue Tampa, FL 33602 813-754-0505/ mike@crowssurveying.com	BM	906	N/A	N/A
S, W					
36-2338811	H.W. Lochner, Inc. 4300 W. Cypress Street, Suite 500 Tampa, FL 33607 813-357-3750/ stephen.benson@hwochner.com	CM	925	N/A	N/A
O					

Total ALL Subcontract / Supplier Utilization \$ N/A
Total SLBE Utilization \$ N/A
Total WMBE Utilization \$ N/A
Percent SLBE Utilization of Total Bid/Proposal Amt. N/A % Percent WMBE Utilization of Total Bid/Proposal Amt. N/A %

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

Signed: Name/Title: Erica Azorin, Craig, AIA, VP Date: 4/10/25

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

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT (“Agreement”) made and entered into at Tampa, Florida, as of the ____ day of _____, 2026, which is the date Resolution No. 2026-_____ was adopted authorizing execution of this Agreement, by and between the CITY OF TAMPA, a municipal corporation of the State of Florida, (“CITY”), the address of which is 315 East Kennedy Boulevard, Tampa, Florida 33602, and BDG Architects, PLLC, a Florida professional limited liability company authorized to do business in the State of Florida, (“FIRM”), the address of which is 400 N Ashley Dr, Suite 600, Tampa, Florida 33602.

WITNESSETH:

WHEREAS, the CITY desires to engage the FIRM to perform certain professional services pertinent to such work which shall be referred to as Contract 25-D-02003 Design Assistance Services and Development for CRA Commercial Pre-Development Grants (“PROJECT”) in accordance with this Agreement; and

WHEREAS, the FIRM desires to provide such professional 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 will be that of an independent professional consultant for the PROJECT; and the FIRM shall provide the professional and technical services required under this Agreement in accordance with the care and skill used by members of FIRM’S profession practicing under similar circumstances at the same time and in the same locality (“Standard of Care”).

B. The scope of services to be provided is indicated in **Exhibit A** (“Services”).

II. DATA AND SERVICES TO BE PROVIDED BY THE CITY

The CITY shall provide available plans and specifications of existing construction, if any, applicable to the Project.

III. PERIOD OF SERVICE

A. The FIRM shall begin work promptly after receipt of a fully executed copy of this Agreement and a Notice to Proceed. This Agreement shall remain in force until the completion of all construction for the Project.

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 and compensation 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 are 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 services performed with this Agreement a lump sum (by task) of not to exceed \$10,000,000 to be billed in accordance with **Exhibit B**.

VI. PAYMENT

Payments shall be made upon presentation of the FIRM's approved invoices via Trimble software.

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 upon prior written notice 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 for 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

In the event the PROJECT is suspended, cancelled or abandoned, 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 hereof, FIRM shall immediately cease work hereunder and shall be compensated for its services rendered up to the time of such cancellation or termination on a quantum meruit basis; and the CITY shall have no further financial obligation to FIRM.

In the event the PROJECT is suspended, cancelled or abandoned, 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 except that FIRM shall not be liable for such future use by the CITY.

X. TERMINATION

A. Termination for Cause. In the event that the FIRM shall for any reason or through any cause not have completed performance within the time fixed for performance under this Agreement; or any representation or warranty made under Article XII of this Agreement shall prove to be untrue in any material respect; or the FIRM shall otherwise be in default under this Agreement; or the FIRM has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Agreement

without the CITY's consent or approval; or the FIRM has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer has been appointed to take charge of all or part of FIRM assets; or the FIRM disclosed CITY confidential information, procedures or activities; or the FIRM fails to aggressively, adequately, timely and appropriately perform the services required by this Agreement in conformity with the Standard of Care, or other similar cause, the City may terminate this Agreement for 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. In the event of such termination for cause, the FIRM shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date; however, FIRM shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date. All work accomplished by FIRM prior to the Termination Date shall be documented. In the event the project is terminated for cause pursuant to this Article, the FIRM shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the FIRM's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the CITY. Notwithstanding the above or any section herein to the contrary, FIRM shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by FIRM.

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

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

XI. INSURANCE

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

XII. INTERESTS OF MEMBERS OF THE CITY

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

XIII. INTEREST OF THE FIRM

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

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

The FIRM shall disclose any clients that may either conflict with or affect its independent judgment when performing any work for the City of Tampa covered by this Agreement. Failure of the FIRM to disclose the above professional conflict of interest may result in termination of this Agreement pursuant to Article X 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 disqualified from participating in the proposed Project.

XIV. COMPLIANCE WITH LAWS

A. The FIRM shall comply with the applicable requirements of State laws and all Codes and Ordinances of the City of Tampa as amended from time to time, together with keeping and maintaining in full force and effect during the term of this Agreement all licenses and certificates of authorization required pursuant to applicable law, including without limitation those required by Chapters 471, 481, and 489, Florida Statutes.

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 under said Agreement.

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. 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.

E. Any documents provided by FIRM to the CITY are public records and the CITY may authorize third parties to review and reproduce such documents pursuant to public records laws, including the provisions of Chapter 119, Florida Statutes

XV. ASSIGNABILITY

Neither party shall assign or transfer any interest in this Agreement without consent from the other party; 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. 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. FIRM shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM

A. FIRM shall demonstrate a good faith effort toward the utilization of City Certified Small Local Business Enterprise (SLBE) subconsultants or suppliers.

B. The CITY shall make available a list of Certified SLBEs.

C. The FIRM shall report to the CITY its subcontractors/subconsultants/suppliers solicited or utilized **(Exhibit D)**.

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

XVIII. CITY CODE OF ETHICS

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

XIX. NEGATION OF AGENT OR EMPLOYEE STATUS

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

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

any work, labor, services, goods or materials to FIRM as a result of the provisions of the Services provided by 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 party 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 party 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.

XIV. 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

The FIRM shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the FIRM and other persons employed or utilized by the FIRM in the performance of the Agreement.

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 \$1,000,000 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 \$1,000,000 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 non-state entity shall comply with all applicable requirements of section 215.97, F.S., and Audit Requirements. A State single audit is required if a nonstate entity expends \$750,000 or more of State financial assistance in any fiscal year of such non-state 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 the Agreement, failure to comply with the audit requirements as provided herein, or failure to expend Grant Funds in a timely or proper manner. A cancellation for default pursuant to this Article shall not impair or limit the City's remedy for the Firm's breach of warranty to the extent of work performed, not for errors or omissions in the professional engineering services prior to cancellation.

XXIX. BUDGET APPROPRIATIONS

The City is subject to Section 166.241, Florida Statutes, and is not authorized to contract for expenditures in any fiscal year except in pursuance of budgeted appropriates. With respect to this Agreement, the City has budgeted and appropriated sufficient monies to fund the City's obligations

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

XXX. SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, prohibits agencies or local governmental entities from contracting with companies for (i) goods or services of any amount on either the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel and (ii) goods or services of \$1,000,000 or more 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, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria. A company that is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or is engaged in business operations in Cuba or Syria 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 any amount. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria or is on the Iran Terrorism Sector List 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 \$1,000,000 or more. FIRM certifies that it is not in violation of Section 287.135, Florida Statutes. If the City determines the FIRM submitted a false certification, or has been placed on the Scrutinized Companies Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or been engaged in business operations in Cuba or Syria, the City shall have the option to terminate this Agreement or maintain it subject to the conditions of Section 287.135 of the Florida Statutes.

XXXI. PUBLIC RECORDS

A. Exempt Plans. FIRM pursuant to this Agreement (and as part of the solicitation process that resulted in award of this Agreement) may hold, come into possession of, and/or generate certain building plans, blueprints, schematic drawings, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, facility, or other structure owned or

operated by the City or an agency (singularly or collectively “Exempt Plans”), which pursuant to Section 119.071(3), Florida Statutes, are exempt from Section 119.07(1), Florida Statutes and Section 24(a), Art. I of the Florida State Constitution. FIRM certifies it has read and is familiar the exemptions and obligations of Section 119.071(3), Florida Statutes; further that FIRM is and shall remain in compliance with same, including without limitation maintaining the exempt status of such Exempt Plans, for so long as any Exempt Plans are held by or otherwise in its possession. This section shall survive the expiration of earlier termination of this Agreement.

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

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

1. FIRM shall keep and maintain public records required by the CITY to perform the services under this Agreement;
2. Upon request by the CITY, provide the CITY with copies of the requested records, having redacted records in total on in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the CITY) on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that records, in part or in total, that are exempt or that are confidential and exempt from disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion (or earlier termination) of the Agreement if FIRM does not transfer the records to the CITY;
4. Upon completion (or earlier termination) of the Agreement, FIRM shall within 30 days after such event either transfer to the CITY, at no cost, all public records in possession of the FIRM or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If FIRM transfers all public records to the CITY upon completion (or earlier termination) of the Agreement, FIRM

shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon completion (or earlier termination) of the Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the agency.

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

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

XXXII. E-VERIFY

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

XXXIII. LABOR

Pursuant to Florida Statutes Section 786.06 (13) effective July 1, 2024, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term “governmental entity” has the same meaning as in s. 287.138(1).

XXXIV. FIRM EMPLOYEES

PURSUANT TO §558.0035, FLORIDA STATUTES, FIRM’S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

[SIGNATURES APPEAR 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:

BDG Architects, PLLC

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; use individual's only if applicable.

[SEAL]

ATTEST:

CITY:

City of Tampa, Florida

By: _____

City Clerk/Deputy City Clerk

[SEAL]

By: _____

Jane Castor, Mayor

APPROVED AS TO FORM:

Justin R. Vaske, Senior Assistant City Attorney

ATTESTATION OF COMPLIANCE WITH FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 287.138, FLORIDA STATUTES, CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME) PURSUANT TO SECTION 287.133, FLORIDA STATUTES, PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135, FLORIDA STATUTES, PROHIBITION AGAINST HUMAN TRAFFICKING PURSUANT TO SECTION 787.06, FLORIDA STATUTES, AND COMPLIANCE WITH E-VERIFY PURSUANT TO SECTION 448.095, FLORIDA STATUTES

This form must be completed by an Officer of an Entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending a contract with the City of Tampa.

Public Entity Crimes

1. Officer understands that a “person” or “affiliate” who has been placed on the “convicted vendor list” following a “conviction” for a “public entity crime” (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, is ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa. Business Entities placed on either the “discriminatory vendor list” or “antitrust vendor list” are ineligible to transact business with the City of Tampa.
2. Officer understands and attests that neither Officer, nor any person or affiliate of the Entity, nor the Entity have been placed on any of the above referenced vendor lists that would render the Entity ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa.

Scrutinized Companies

3. Officer understands that pursuant to Section 287.135(2)(a), Florida Statutes, if the value of the contract is one hundred thousand dollars or more, the Entity would be ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa if the Entity is on the “Scrutinized Companies or Other Entities that Boycott Israel List” (created pursuant to Section 215.4725, Florida Statutes); or is engaged in a boycott of Israel; or if the value of the contract is one million dollars or more if, at the time of bidding on, submitting a proposal or reply for, or entering into or renewing a contract, the Entity is ineligible to contract with the City of Tampa if the Entity:
 - a. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
 - b. Is engaged in business operations in Cuba or Syria.
4. Officer attests that neither Officer nor the Entity are on the Scrutinized Companies or Other Entities that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor is either engaged in a boycott of Israel, and understand that any resulting contract may be terminated for a falsification of this Attestation.

E-Verify

5. Officer understands and attests that pursuant to Section 448.095(5), Florida Statutes, the Entity must comply with Florida’s E-Verify law to enter into a contract with the City of Tampa.
6. The undersigned Entity is registered with and uses the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all new

employees.

7. No public employer has terminated a contract with the Entity pursuant to Section 448.095(5), Florida Statutes, within the year immediately preceding the date of contracting or submitting a bid, proposal or reply to contract with the City of Tampa.

8. Entity is currently in compliance and will remain in compliance, for the duration of any contract with the City of Tampa, with all requirements of Section 448.095(5), Florida Statutes.

9. Officer understands and attests that, if there is a good faith belief that the Entity has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation on the part of the City of Tampa to terminate a contract pursuant to Section 448.095(5), Florida Statutes.

10. Officer understands and attests that, if there is a good faith belief that one of Entity's subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but the Entity has otherwise complied with its obligations thereunder, then the Entity will be required to immediately terminate the contract with the subcontractor in order to continue providing services to the City of Tampa.

Anti-Human Trafficking

11. Officer hereby understands and attests that the undersigned Entity does not use coercion of labor or services as those terms are defined in section 787.06(2), Florida Statutes.

12. Officer attests to the best of his/her knowledge that commodities offered to the City by the Entity have not been produced, in whole or in part, by forced labor. Any contract that the City may enter into with Entity if Entity is placed on the forced labor vendor list.

Compliance with Foreign Countries of Concern

13. Officer, on behalf of the Entity attest to the following:

a. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138, Florida Statutes.)

b. The government of a foreign country of concern does not have a controlling interest in the Entity. (Source: § 287.138(2)(b), Florida Statutes.)

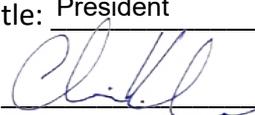
c. Entity is not organized under the laws of, and does not have a principal place of business in a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes.)

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: BDG Architects

Officer's Printed Name: Chris Kirschner, AIA, NCARB, LEED AP, CDT®

Officer's Title: President

Signature:  _____

Date: 1/19/26

EXHIBIT A

Scope of Services

Design Assistance Services and Development Consultation for

CRA Commercial Pre-Development Grants

Contract 25-D-00002

Under this Scope of Services, BDG Architects (Consultant) will perform consulting, pre-construction, design, and engineering services to assist in planning, programming, and aesthetics for commercial development improvements and other as-needed program support tasks required for the Tampa Community Redevelopment Agency (CRA) Commercial Pre-Development Grant.

Services will be managed through a series of subsequently issued task orders (Task Orders) for each approved Grant for a privately-owned small to medium sized commercial property (Project). The CRA will issue an Authorization to Proceed (ATP) prior to the start of each phase of the pre-development process. If the Project scope changes to the extent it no longer qualifies for CRA funding, the CRA reserves the right to terminate the Project and the associated Task Order. Under no circumstances shall a Task Order exceed \$150,000 per Project.

1. Task Orders & Proposals

- 1.1. The CRA shall make a request of the Consultant to perform Design Assistance and Development Consultation services on a 'task' basis. The CRA will communicate with the Consultant, in writing, a general description of the task to be performed.
- 1.2. At the CRA's request, the Consultant will generate a detailed 'Scope of Work' document; prepare a schedule; add a not-to-exceed price as deemed appropriate by the CRA to accomplish the task and send the thus developed 'task proposal' to the CRA in an electronic format acceptable to the CRA.
 - 1.2.1. The task proposal must include a reference to the current contract.
 - 1.2.2. If a site visit is needed to generate the scope document, the Consultant shall request approval from the CRA and the property owner(s) prior to visiting the site.
 - 1.2.3. A task proposal will be prepared by the selected Consultant in the following manner using the outline as noted below within 10 business days of a written request by the CRA Economic Development Specialist/Project Manager (EDS).

A. Project Address

B. Description of Specific Services and Deliverables to be Provided

C. Project Schedule and Target Dates.

D. Not to Exceed Compensation for Professional Services:

- i. All Task Order proposals shall provide a not-to-exceed fee for professional services using the Consultant's Hourly Rates (as mutually agreed upon with the

CoT, CRA and the Consultant) and reimbursable services and expenses based on the scope of work to be performed to a maximum of \$150,000 per project.

- ii. Contingency - Inclusion of any Contingency in the proposal cost must be included within the \$150,000 project maximum. "Contingency" shall mean a sum of money which may be included in Consultant's total compensation amount for specific contingencies that are believed may be necessary to complete the Consultant's required services and for which the Consultant will be paid on the basis of stipulated unit prices and/or hourly rates, however, Consultant may only use Contingency amounts if specifically directed to do so by the CRA EDS in advance and in writing.
- iii. Reimbursable Expenses Contingency - Reimbursable expenses include document reproduction, materials for document preparation, postage, courier and overnight delivery services. No mileage or travel expenses are allowed. All reimbursable expenses shall be passed through at a cost factor of 1.0, must be approved in advance and in writing by the CRA EDS, and shall not exceed the amount identified in the Reimbursable Expenses Contingency included in the proposal.
- iv. Post-Design Services Allowance - Inclusion of an Allowance for Engineer of Record post-design services must be included within the \$150,000 project maximum for any revisions required for the plans to be approved by the City of Tampa after delivery of the Permit-Ready Construction Documents. Post-design services must be approved in advance and in writing by the CRA EDS and shall not exceed the amount identified in the Post-Design Services Allowance included in the proposal.
- v. All services and expenses of independent professional associates, consultants and/or subcontractors employed by the Consultant must be included within the \$150,000 project maximum and shall be invoiced to the CRA at the amount invoiced to the Consultant at a cost factor of 1.0.
- vi. At the completion of grant-related services, the eligible property Owner(s) will have the option to engage the services of the Consultant to perform additional services, under a separate agreement, at the Owner's cost. Any agreement for additional services will not include the CoT or CRA but be solely negotiated and contracted between the Consultant and Owner.

E. Compensation Frequency:

Declaration of the invoicing frequency and schedule elected by the Consultant. At no more than monthly intervals the Consultant may submit invoices for services, additional services rendered, and for approved reimbursable expenses incurred. The Consultant may elect to schedule invoicing at project milestones instead. If electing milestone invoicing, a schedule of invoicing milestones shall be provided.

F. Construction Costs:

Acknowledgement that all construction costs (and possible financing) shall be the responsibility of the eligible property Owner(s).

G. Project Duration:

Acknowledgement that Services shall be completed within one hundred and eighty (180) calendar days from the date of the first Consultation Meeting between the eligible property Owner(s), Business Owner(s), Consultant, and/or CRA, unless otherwise approved in writing by the CRA.

H. General Conditions and Understandings:

Unless authorized in writing by the CRA, the Consultant shall not include with the 'task proposal' any conflicting terms and conditions to this Agreement, rate schedules, signature requirements, or acceptance forms for CRA approval to proceed.

I. Excluded Services.

- 1.3. Following review and approval of the Task Order proposal, the CRA will issue a Task Order Notice to Proceed ("Task NTP") to authorize start of ATP 1 services and requisition a corresponding Purchase Order (PO). The final issued "Task NTP" shall supersede any previous 'task proposal.'
- 1.4. Upon the receipt of the Task NTP and release to start ATP 1 from the CRA, the Consultant shall perform the services set forth.
- 1.5. Amounts to be charged against the Task Order PO shall not, in the aggregate, exceed the total compensation amount of the issued Task Order, and under no circumstance be greater than the \$150,000 per project maximum.
- 1.6. Consultant is not authorized to proceed with, and will not be compensated for any work, fee, or expense that is not properly authorized by an approved Task Order or that the aggregate exceeds said total compensation amount approved for a Task Order.
- 1.7. The CRA to track the issuance of Task Orders and notify the Contract Administration Department in writing when the aggregate Task Order amounts equal 80% of the total approved contract amount.
 - 1.7.1. If the CRA should later desire to increase the total contract amount, the CRA shall do so by written amendment to the agreement.

2. Services by ATP Phase

The firm will perform professional architectural and engineering services, which are anticipated to include, but may not be limited to, the following:

2.1. ATP 1: Initial Consultations

- 2.1.1. One-on-one in-person consultations with property and business owners and CRA staff.
- 2.1.2. The number of meetings shall be determined based on project complexities and the approved scope of work but shall not be less than two (2) meetings of at least one (1) hour in duration.
- 2.1.3. Evaluation of needs, budget, property uses, constraints, easements, environmental hazards, lead and asbestos analysis, and risks, as needed.

- 2.1.4. Consultation with City of Tampa (CoT) Architectural Review Commission and Historic Preservation, if the project is located within a local or national historic district, designated as a historic landmark, in an Overlay District, requires a Certificate of Appropriateness, or is within or part of a structure that is more than fifty (50) years old.
- 2.1.5. Pre-application permitting consultation with CoT Construction Services Department (CSD).
- 2.1.6. Confirmation of zoning and building type.

2.2. ATP 2: Conceptual Design

- 2.2.1. Master planning, site layout, and infrastructure design, including but not limited to, site, buildings, vehicle access, parking, sidewalks, delivery areas, utilities, lighting (exterior and interior), landscaping, wetlands, retention, detention, dumpsters, and signage, as well as, HVAC, mechanical, electrical, and plumbing.
- 2.2.2. Project programming, spatial analysis, and conceptual building design and layout.
- 2.2.3. Preliminary Coordination with CoT Departments including, but not limited to, Mobility, Solid Waste, Stormwater, Water, and Wastewater.
- 2.2.4. Design alignment with the CRA area's Community Redevelopment Plan (CRP) and Overlay Districts.
- 2.2.5. Computer graphic renderings and narratives to illustrate proposed changes, colors, and signage.
- 2.2.6. Preliminary Project improvement scope and estimated construction budget with Cost/Square Footage (SF).
- 2.2.7. Provide up to two (2) rounds of revisions to the Preliminary Project Scope and Conceptual Site Layout if requested by the CRA.
- 2.2.8. Recommend design development schedule and package content.

2.3. ATP 3, 4, & 5: Working Designs

- 2.3.1. One-on-One in Person Coordination with the Property Owners, Business Owner(s), and the CRA to finalize the project and design.
- 2.3.2. The number of meetings shall be determined based on project complexities and approved scope of work.
- 2.3.3. Comprehensive architectural and engineering design services, including schematic design, design development, construction documentation, and permit documents.
- 2.3.4. Cost estimation at 30%, 60%, and 90% Construction Document (CD) stages with Cost/SF.
- 2.3.5. Specialized services as required, including but not limited to:
 - 2.3.5.1. Design Services for Energy Efficiency.
 - 2.3.5.2. Geotechnical Services and Utility Location.
 - 2.3.5.3. Green Infrastructure for Stormwater Management.
 - 2.3.5.4. Job Site Control and Erosion Control Systems.

- 2.3.5.5. Comprehensive Landscape Architecture and Irrigation Design Services.
- 2.3.5.6. Exterior and Interior Identification, Informational, and Directional Signage.
- 2.3.5.7. Boundary, Typographic, Wetland, Right of Way, Utilities, Tree, and Right of Way Surveys including Final Layout and As-Builts.
- 2.3.6. In-Person Preliminary Plan Review (PPR) with CSD at 60% CD.
 - 2.3.6.1. The CoT's PPR fee may be paid by the CRA directly to CSD and the task order maximum will be reduced by this fee amount. If the PPR fee is included in the Task Order Proposal, it shall be invoiced with no mark up from the amount paid to the City.
 - 2.3.6.2. Any revisions required by PPR are included in the project scope.
- 2.3.7. In addition to revisions required by the PPR, the Consultant shall provide up to two (2) additional rounds of revisions at each CD stage if requested by the CRA or awardee.

2.4. ATP 6: Final Design and Documentation

- 2.4.1. As-built and "signed and sealed" final construction documents in latest AutoCAD format.
- 2.4.2. Cost estimation at 100% CD with Cost/SF.
- 2.4.3. Final estimate of Engineer of Record or Architect post-design services required for permit approval.
- 2.4.4. Complete Closeout Documents, Technical Specifications, Shop Drawings, and Exhibits in Word and PDF Formats.

2.5. ATP 7: Post-Design Services (As Needed)

- 2.5.1. Engineer of Record or Architect services for permit approval.

3. Scheduling & Coordination

- 3.1. Scheduling and coordination of the project must organize long lead times, potential delays, and funding in the most efficient and suitable manner acceptable to the CRA.
- 3.2. All communication with the project property owner/tenant (grantee) will only take place through CRA staff or with CRA staff in attendance.
- 3.3. CRA staff will schedule all consultation meetings at the Tampa Municipal Office Building, 306 East Jackson Street, unless otherwise approved by the CRA (example: site visit).
- 3.4. CRA will provide potential dates/times and Consultant shall be available within a 2-week window of the meeting request.

4. Progress Check-in

- 4.1. The CRA's designated EDS may hold periodic progress check-in by phone or virtually with the Consultant's PM during the term of any Task Order entered into under this agreement.
- 4.2. Any expenses for these progress check-ins shall be non-billable outside of the approved amounts included in the Task Order.

5. Compliance With Governing Codes and Life Safety

- 5.1. The Consultant shall provide services in compliance with all the laws and regulations regarding public and life safety, including but not limited to, governing building/city codes, plan/code review process, regulatory agency reviews, and required site improvements.
- 5.2. The Consultant shall comply with the submittal requirements and processes of the CoT and CRA including the following:
 - 5.2.1. All CoT and Regulatory Requirements as indicated in the CoT's Permitting Checklist.
 - 5.2.2. All Applicable Governing Codes, Laws, Regulations, and Ordinances including Site, Environmental, Landscape, Building, and Regulatory Permitting.
 - 5.2.3. American with Disabilities Act (ADA) and Florida Building Codes Accessibility.
 - 5.2.4. Tampa CRA Community Redevelopment Plan in effect for the property location.

6. Provided Materials

- 6.1. The CRA will provide the Consultant with copies of any available reference materials, as-builts and surveys for a project property that may exist at the time of the request for project proposal.
- 6.2. All items and/or materials required to design and execute the final and approved design for an authorized Project and not indicated herein or in the request for project proposal as provided by the CRA, shall be provided without additional cost by the Consultant.

7. Ownership of Materials

- 7.1. The CRA shall retain the ownership of all work products and intellectual property including, but not limited to, any designs and documents of any kind or nature produced as a result of being engaged and/or paid by the CRA.
- 7.2. The CRA reserves the right to re-use any and all work product(s) without additional compensation to the Consultant.
- 7.3. The Property Owner/Grant Applicant will have a revocable license from the CRA to use the pre-development work product in connection with the development of the property subject to the Pre-Development Grant.

8. Submittals

- 8.1. Unless otherwise expressly stated within the approved Task Order: (i) drawings, sketches, plans, surveys, etc. submitted to the CRA shall either be produced in a computer generated format using AutoCAD or compatible software that can be saved as a (.DWG) file together with a hard copy and a (.PDF) copy and (ii) narrative materials whether in draft, interim, final, or other form (e.g. memorandums, minutes, agendas, etc.) submitted to the CRA shall be produced in a computer-generated format using Word or compatible software that can be saved as a (.DOC/.DOCX) file together with a (.PDF) copy.
- 8.2. Notwithstanding anything stated herein to the contrary, all submittals to the CRA regardless of type or format (e.g. DWG, .PDF, .DOC, etc.) shall: (a) be compatible with CRA and CoT systems without loss of data, quality of appearance, or accuracy; (b) be enabled to ensure the CRA has the ability to easily retrieve, use, and modify them; and (c) meet the minimum criteria or

requirements stated herein together with all other applicable CRA and CoT standards from time to time provided to the Consultant. Submittals not in compliance with the foregoing shall be resubmitted at no additional cost to the CRA until compliant.

- 8.3. Electronic files submitted to the CRA shall be error free, not corrupted, and without viruses, malware, or other code that may cause harm to CRA or CoT systems.
- 8.4. Electronic file transfer will be provided to and from the Consultant through an access-protected SharePoint site provided by the CRA, or other comparable system as determined by the CRA.

9. Additional Invoicing Requirements

- 9.1. In addition to compliance with the standard City requirements outlined in this agreement, the following requirements apply to all invoices under this agreement:
 - 9.1.1. Invoicing must be submitted via Trimble. Training will be provided to the consultant as requested. Consultant team should contact Trimbleconstruct@tampagov.net to receive training and have a user ID created. All invoices shall be accompanied by a signed and completed DMI 30 FORM "City of Tampa - DMI Sub-(Contractors/Consultants/Suppliers) Payments".
 - 9.1.2. Consultant shall provide a separate invoice per Task Order, showing a breakdown of the hours worked by each person charging time to the Project, hourly salary cost and any approved reimbursable expenses.
 - 9.1.3. Each invoice shall include a report showing actual progress and expenses of the Project work completed compared to the project proposal approved under the Task Order and schedule for completion of the work.
 - 9.1.4. Invoices may not contain any retainers or deposits.
 - 9.1.5. Invoices shall be submitted no more than once a month, shall be itemized, detailed, and accompanied by valid receipts.
 - 9.1.6. Consultant shall provide a sworn and certified progress payment affidavit indicating that all laborers, material suppliers, and subcontractors dealing with the Consultant were paid in full as it relates to all work performed up to the time of the request for payment.
 - 9.1.7. Consultant shall provide partial conditional releases or waivers of lien by the contractor, material suppliers, and subcontractors, and evidence of proof of payment of any indebtedness incurred with respect to the work of the Consultant as may be required by the CRA.
 - 9.1.8. Consultant shall provide any other information with respect to the work of the Consultant required by the CRA, in the CRA's sole discretion.
 - 9.1.9. Consultant expressly agrees that they may not seek payment for Task Order expenditures from any other source but the CRA and expressly waives the right to seek payment from any other source.





EXHIBIT B —
COMPENSATION



HOURLY RATES

Compensation for services shall be based on the Architect's standard hourly billing rates. The hourly rates included in this proposal represent the Architect's maximum 2026 rates and are provided for evaluation and contract purposes only. All services will be performed as authorized under the applicable scope of work and invoiced in accordance with the agreed-upon terms.

Principal.....	\$350/hr
Vice President of Architecture/Interior Design.....	\$300/hr
Director of Architecture/Interior Design.....	\$250/hr
Senior Architect/Sr. Project Manager/Sr. Interior Designer.....	\$225/hr
Architect/Project Manager/Interior Designer.....	\$200/hr
Senior Architecture/Sr. Interior Design Associate.....	\$150/hr
Architecture/Interior Design Associate and Support.....	\$130/hr
Administrative.....	\$ 75/hr

CITY OF TAMPA INSURANCE REQUIREMENTS

Prior to commencing any work or services or taking occupancy under that certain written agreement or award (for purposes of this document, Agreement) between the City of Tampa, Florida (City) and Firm/Awardee/Contractor/Consultant/Lessee/non-City party, etc. (for purposes of this document, Firm) to which this document is attached and incorporated as an Exhibit or otherwise, and continuing during the term of said Agreement (or longer if the Agreement and/or this document so requires), Firm shall provide, pay for, and maintain insurance against claims for injuries to persons (including death) or damages to property which may arise from or in connection with the performance of the Agreement (including without limitation occupancy and/or use of certain property/premises) by Firm, its agents, representatives, employees, suppliers, subtenants, or subcontractors (which term includes sub-consultants, as applicable) of any tier subject to the terms and conditions of this document. Firm's maintenance of insurance coverage as required herein is a material element of the Agreement and the failure to maintain or renew coverage or provide evidence of same (defined to include without limitation Firm's affirmative duty to provide from time to time upon City's request certificates of insurance, complete and certified copies of Firm's insurance policies, forms, and endorsements, information on the amount of claims payments or reserves chargeable to the aggregate amount of coverage(s) whether during the term of the Agreement or after as may be requested by the City in response to an issue or potential claim arising out of or related to the Agreement to which Firm's insurance obligations hereunder may apply or possibly help mitigate) may be treated as a material breach of the Agreement. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without any obligation or waiver of its rights) may (i) terminate the Agreement or (ii) purchase such coverages as City deems necessary to protect 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 CRPL Insurance for construction within 50ft of operated railroad track(s) or where affects any railroad bridge, trestle, tunnel, track(s) roadbed, or over/under pass. Subject to involved rail road's approval prior to commencement of work. **(IF APPLICABLE)**.

I. Pollution and/or Asbestos Legal Liability Insurance where Agreement involves asbestos and/or environmental hazards/contamination risks (defined broadly, e.g. lead, mold, bacteria, fuel storage, underground work, cleanup (owned or non-owned sites), pollutant generation/transportation, marine/natural resource damage, contamination claim, restitution, business interruption, mold, fungus, lead-based paint, 3rd party claims/removal, etc.), with limits of at least \$1M per occurrence and \$2M aggregate, maintained for at least 3 years after Agreement completion. **(IF APPLICABLE)**

J. Cyber Liability Insurance where Agreement involves portals allowing access to obtain, use, or store data; managed dedicated servers; cloud hosting services; software/hardware; programming; and/or other IT services

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

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

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

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

M. Garagekeeper/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 CIOB) 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 D —
DMI MBD10-MBD20
FORMS



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.: RFP 25-D-00002 Contract Name: CRA Commercial Pre-Development Grants
 Company Name: BDG Architects LLP Address: 400 N Ashley Drive, Suite 600, Tampa, FL 33602
 Federal ID: 59-373-0398 Phone: 813.323.9233 Fax: _____ Email: chris.kirschner@bdgllp.com

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

No Firms were contacted or solicited for this contract.

No Firms were contacted because: _____

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

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

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

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
<input type="radio"/>	CPL Architects, Engineers, Landscape Architect, and Surveyor D.P.C. 400 North Ashley Drive, Suite 600, Tampa, FL 33602 678.541.2841 rdaniels@cplteam.com	CM	906, 925	E	Y
<input type="radio"/>	CPL Architects and Engineers, P.C. 400 Bellemeade Street, Suite 401, Greensboro, NC 27401 336.232.5720 kmayer@cplteam.com	CM	906, 925	E	Y
W	David Mason + Associates 800 S. Vandeventer Avenue, St. Louis, MO 63110 314.534.1030 tmason@davidmason.com	BM	925	E	Y
<input type="radio"/>	Stantec Consulting Services Inc. 777 S Harbour Island Blvd. Suite 600, Tampa, FL 33602 727.431.1550 douglas.stoker@stantec.com	CM	925	E	Y
<input type="radio"/>	Innovations Design Group, Inc. 122 W Pine St. Suite 202, Orlando, FL 32801 407.440.3575 mmcfadden@innovations-design.com	CM	906	E	Y
W	Construction Services, Inc. 1907 W Kennedy Blvd, Tampa, FL 33606 813.532.4506 lauralay@csiof.tampa.com	CM	909	E	E

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: Chris Kirschner, AIA, NCARB, LEED AP, CDT® - President Date: 1/20/26

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



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

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

Contract No.: RFP 25-D-00002 Contract Name: CRA Commercial Pre-Development Grants
 Company Name: BDG Architects LLP Address: 400 N Ashley Drive, Suite 600, Tampa, FL 33602
 Federal ID: 59-373-0398 Phone: 813.323.9233 Fax: _____ Email: chris.kirschner@bdgllp.com

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

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

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

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

No Firms are listed to be utilized because: _____

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

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

S = SLBE W=WMBE O =Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
O	CPL Architects, Engineers, Landscape Architect, and Surveyor D.P.C. 400 North Ashley Drive, Suite 600, Tampa, FL 33602 678.541.2841 rdaniels@cplteam.com	CM	906, 925	N/A	20%
O	CPL Architects and Engineers, P.C. 400 Bellemeade Street, Suite 401, Greensboro, NC 27401 336.232.5720 kmayer@cplteam.com	CM	906, 925	N/A	20%
W	David Mason + Associates 800 S. Vandeventer Avenue, St. Louis, MO 63110 314.534.1030 tmason@davidmason.com	BM	925	N/A	10%
O	Stantec Consulting Services Inc. 777 S Harbour Island Blvd. Suite 600, Tampa, FL 33602 727.431.1550 douglas.stoker@stantec.com	CM	925	N/A	15%
O	Innovations Design Group, Inc. 122 W Pine St. Suite 202, Orlando, FL 32801 407.440.3575 mmcfadden@innovations-design.com	CM	906	N/A	5%
W	Construction Services, Inc. 1907 W Kennedy Blvd, Tampa, FL 33606 813.532.4506 lauralay@csioftampa.com	CM	909	N/A	5%

Total ALL Subcontract / Supplier Utilization \$ N/A

Total SLBE Utilization \$ N/A

Total WMBE Utilization \$ N/A

Percent SLBE Utilization of Total Bid/Proposal Amt. _____% **Percent WMBE Utilization of Total Bid/Proposal Amt.** 15%

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

Chris Kirschner, AIA, NCARB,

Signed: Name/Title: LEED AP, CDT® - President Date: 1/20/26

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

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT (“Agreement”) made and entered into at Tampa, Florida, as of the ____ day of _____, 2026, which is the date Resolution No. 2026-____ was adopted authorizing execution of this Agreement, by and between the CITY OF TAMPA, a municipal corporation of the State of Florida, (“CITY”), the address of which is 315 East Kennedy Boulevard, Tampa, Florida 33602, and Veith Engineering & Business Solutions, LLC, a Florida limited liability company authorized to do business in the State of Florida, (“FIRM”), the address of which is 2201 Cantu Ct., Suite 118, Sarasota, Florida 34232.

WITNESSETH:

WHEREAS, the CITY desires to engage the FIRM to perform certain professional services pertinent to such work which shall be referred to as Contract 25-D-02004 Design Assistance Services and Development Consultation for CRA Commercial Pre-Development Grants (“PROJECT”) in accordance with this Agreement; and

WHEREAS, the FIRM desires to provide such professional 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 will be that of an independent professional consultant for the PROJECT; and the FIRM shall provide the professional and technical services required under this Agreement in accordance with the care and skill used by members of FIRM’S profession practicing under similar circumstances at the same time and in the same locality (“Standard of Care”).

B. The scope of services to be provided is indicated in **Exhibit A** (“Services”).

II. DATA AND SERVICES TO BE PROVIDED BY THE CITY

The CITY shall provide available plans and specifications of existing construction, if any, applicable to the Project.

III. PERIOD OF SERVICE

A. The FIRM shall begin work promptly after receipt of a fully executed copy of this Agreement and a Notice to Proceed. This Agreement shall remain in force until the completion of all construction for the Project.

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 and compensation 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 are 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 services performed with this Agreement a lump sum (by task) of not to exceed \$10,000,000 to be billed in accordance with **Exhibit B**.

VI. PAYMENT

Payments shall be made upon presentation of the FIRM's approved invoices via Trimble software.

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 upon prior written notice 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 for 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

In the event the PROJECT is suspended, cancelled or abandoned, 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 hereof, FIRM shall immediately cease work hereunder and shall be compensated for its services rendered up to the time of such cancellation or termination on a quantum meruit basis; and the CITY shall have no further financial obligation to FIRM.

In the event the PROJECT is suspended, cancelled or abandoned, 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 except that FIRM shall not be liable for such future use by the CITY.

X. TERMINATION

A. Termination for Cause. In the event that the FIRM shall for any reason or through any cause not have completed performance within the time fixed for performance under this Agreement; or any representation or warranty made under Article XII of this Agreement shall prove to be untrue in any material respect; or the FIRM shall otherwise be in default under this Agreement; or the FIRM has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Agreement without the CITY's consent or approval; or the FIRM has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer has been appointed to take charge of all or part of FIRM assets; or the FIRM disclosed CITY confidential information, procedures or activities; or the FIRM fails to aggressively, adequately, timely and appropriately perform the services required by this Agreement in conformity with the Standard of Care, or other similar cause, the City may terminate this Agreement for 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. In the event of such termination for cause, the FIRM shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date; however, FIRM shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date. All work accomplished by FIRM prior to the Termination Date shall be documented. In the event the project is terminated for cause pursuant to this Article, the FIRM shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the FIRM's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the CITY. Notwithstanding the above or any section herein to the contrary, FIRM shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by FIRM.

B. Termination for Convenience. The CITY may reduce the scope of work or terminate work under

this Agreement or amendment to this Agreement without cause; in the event of such scope reduction or termination other than for cause, the CITY shall compensate the FIRM for services properly performed through the date of such reduction in scope or termination, which date shall be fixed in written notice from the CITY and which date shall be not sooner than fifteen (15) days after notice. Notwithstanding such termination or reduction in scope, the CITY shall be entitled to receive from the FIRM upon request any and all information related to the PROJECT and the CITY shall preserve and protect all such information and assure ready access thereto by the FIRM in connection with resolution of the amount due to the FIRM. The CITY, at its own discretion, shall be entitled to direct the FIRM to terminate any or all the FIRM's subcontracts or subconsulting agreements. In the event the project is terminated for convenience pursuant to this Article, the FIRM shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the FIRM's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the CITY.

XI. INSURANCE

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

XII. INTERESTS OF MEMBERS OF THE CITY

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

XIII. INTEREST OF THE FIRM

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

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

The FIRM shall disclose any clients that may either conflict with or affect its independent judgment when performing any work for the City of Tampa covered by this Agreement. Failure of the FIRM to disclose the above professional conflict of interest may result in termination of this Agreement pursuant to Article X 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 disqualified from participating in the proposed Project.

XIV. COMPLIANCE WITH LAWS

A. The FIRM shall comply with the applicable requirements of State laws and all Codes and Ordinances of the City of Tampa as amended from time to time, together with keeping and maintaining in full force and effect during the term of this Agreement all licenses and certificates of authorization required pursuant to applicable law, including without limitation those required by Chapters 471, 481, and 489, Florida Statutes.

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 under said Agreement.

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. 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.

E. Any documents provided by FIRM to the CITY are public records and the CITY may authorize third parties to review and reproduce such documents pursuant to public records laws, including the provisions of Chapter 119, Florida Statutes

XV. ASSIGNABILITY

Neither party shall assign or transfer any interest in this Agreement without consent from the other party; 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. 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. FIRM shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM

A. FIRM shall demonstrate a good faith effort toward the utilization of City Certified Small Local Business Enterprise (SLBE) subconsultants or suppliers.

B. The CITY shall make available a list of Certified SLBEs.

C. The FIRM shall report to the CITY its subcontractors/subconsultants/suppliers solicited or utilized **(Exhibit D)**.

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

XVIII. CITY CODE OF ETHICS

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

XIX. NEGATION OF AGENT OR EMPLOYEE STATUS

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

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

XIV. 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

The FIRM shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the FIRM and other persons employed or utilized by the FIRM in the performance of the Agreement.

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 \$1,000,000 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 \$1,000,000 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 non-state entity shall comply with all applicable requirements of section 215.97, F.S., and Audit Requirements. A State single audit is required if a nonstate entity expends \$750,000 or more of State financial assistance in any fiscal year of such non-state 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 the Agreement, failure to comply with the audit requirements as provided herein, or failure to expend Grant Funds in a timely or proper manner. A cancellation for default pursuant to this Article shall not impair or limit the City's remedy for the Firm's breach of warranty to the extent of work performed, not for errors or omissions in the professional engineering services prior to cancellation.

XXIX. BUDGET APPROPRIATIONS

The City is subject to Section 166.241, Florida Statutes, and is not authorized to contract for expenditures in any fiscal year except in pursuance of budgeted appropriates. With respect to this Agreement, the City has budgeted and appropriated sufficient monies to fund the City's obligations under this Agreement. The obligations of the City hereunder shall not constitute a general indebtedness of the City within the meaning of the Florida Constitution.

XXX. SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, prohibits agencies or local governmental entities from contracting with companies for (i) goods or services of any amount on either the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel and (ii) goods or services of \$1,000,000 or more 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, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria. A company that is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or is engaged in business operations in Cuba or Syria 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 any amount. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria or is on the Iran Terrorism Sector List 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 \$1,000,000 or more. FIRM certifies that it is not in violation of Section 287.135, Florida Statutes. If the City determines the FIRM submitted a false certification, or has been placed on the Scrutinized Companies Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or been engaged in business operations in Cuba or Syria, the City shall have the option to terminate this Agreement or maintain it subject to the conditions of Section 287.135 of the Florida Statutes.

XXXI. PUBLIC RECORDS

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

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

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

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

of the Agreement term and following completion (or earlier termination) of the Agreement if FIRM does not transfer the records to the CITY;

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

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

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

XXXII. E-VERIFY

Pursuant to §448.095, Florida Statutes, Firm certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the US employment eligibility of all of Firm's employees hired by the Firm during the term of this Agreement and/or while performing work or providing services for the City of Tampa. Firm shall require that all subcontractors performing work or providing services on behalf of Firm for the City of Tampa also comply with the requirements of §448.095, Fla. Stat and utilize

the E-Verify system to verify US employment eligibility of all employees hired by subcontractor. The Firm shall require for the subcontractor to provide to Firm an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Firm shall maintain a copy of such affidavit for the duration of the Agreement.

XXXIII. LABOR

Pursuant to Florida Statutes Section 786.06 (13) effective July 1, 2024, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term “governmental entity” has the same meaning as in s. 287.138(1).

XXXIV. FIRM EMPLOYEES

PURSUANT TO §558.0035, FLORIDA STATUTES, FIRM’S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

[SIGNATURES APPEAR 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:

Veith Engineering & Business Solutions, LLC

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; use individual's only if applicable.

[SEAL]

ATTEST:

CITY:

City of Tampa, Florida

By: _____

City Clerk/Deputy City Clerk

[SEAL]

By: _____

Jane Castor, Mayor

APPROVED AS TO FORM:

Justin R. Vaske, Senior Assistant City Attorney

ATTESTATION OF COMPLIANCE WITH FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 287.138, FLORIDA STATUTES, CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME) PURSUANT TO SECTION 287.133, FLORIDA STATUTES, PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135, FLORIDA STATUTES, PROHIBITION AGAINST HUMAN TRAFFICKING PURSUANT TO SECTION 787.06, FLORIDA STATUTES, AND COMPLIANCE WITH E-VERIFY PURSUANT TO SECTION 448.095, FLORIDA STATUTES

This form must be completed by an Officer of an Entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending a contract with the City of Tampa.

Public Entity Crimes

1. Officer understands that a “person” or “affiliate” who has been placed on the “convicted vendor list” following a “conviction” for a “public entity crime” (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, is ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa. Business Entities placed on either the “discriminatory vendor list” or “antitrust vendor list” are ineligible to transact business with the City of Tampa.
2. Officer understands and attests that neither Officer, nor any person or affiliate of the Entity, nor the Entity have been placed on any of the above referenced vendor lists that would render the Entity ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa.

Scrutinized Companies

3. Officer understands that pursuant to Section 287.135(2)(a), Florida Statutes, if the value of the contract is one hundred thousand dollars or more, the Entity would be ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa if the Entity is on the “Scrutinized Companies or Other Entities that Boycott Israel List” (created pursuant to Section 215.4725, Florida Statutes); or is engaged in a boycott of Israel; or if the value of the contract is one million dollars or more if, at the time of bidding on, submitting a proposal or reply for, or entering into or renewing a contract, the Entity is ineligible to contract with the City of Tampa if the Entity:
 - a. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
 - b. Is engaged in business operations in Cuba or Syria.
4. Officer attests that neither Officer nor the Entity are on the Scrutinized Companies or Other Entities that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor is either engaged in a boycott of Israel, and understand that any resulting contract may be terminated for a falsification of this Attestation.

E-Verify

5. Officer understands and attests that pursuant to Section 448.095(5), Florida Statutes, the Entity must comply with Florida’s E-Verify law to enter into a contract with the City of Tampa.
6. The undersigned Entity is registered with and uses the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all new

employees.

7. No public employer has terminated a contract with the Entity pursuant to Section 448.095(5), Florida Statutes, within the year immediately preceding the date of contracting or submitting a bid, proposal or reply to contract with the City of Tampa.

8. Entity is currently in compliance and will remain in compliance, for the duration of any contract with the City of Tampa, with all requirements of Section 448.095(5), Florida Statutes.

9. Officer understands and attests that, if there is a good faith belief that the Entity has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation on the part of the City of Tampa to terminate a contract pursuant to Section 448.095(5), Florida Statutes.

10. Officer understands and attests that, if there is a good faith belief that one of Entity's subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but the Entity has otherwise complied with its obligations thereunder, then the Entity will be required to immediately terminate the contract with the subcontractor in order to continue providing services to the City of Tampa.

Anti-Human Trafficking

11. Officer hereby understands and attests that the undersigned Entity does not use coercion of labor or services as those terms are defined in section 787.06(2), Florida Statutes.

12. Officer attests to the best of his/her knowledge that commodities offered to the City by the Entity have not been produced, in whole or in part, by forced labor. Any contract that the City may enter into with Entity if Entity is placed on the forced labor vendor list.

Compliance with Foreign Countries of Concern

13. Officer, on behalf of the Entity attest to the following:

a. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138, Florida Statutes.)

b. The government of a foreign country of concern does not have a controlling interest in the Entity. (Source: § 287.138(2)(b), Florida Statutes.)

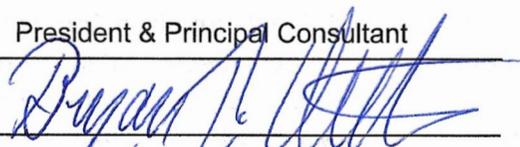
c. Entity is not organized under the laws of, and does not have a principal place of business in a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes.)

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: Veith Engineering & Business Solutions

Officer's Printed Name: Bryan Veith

Officer's Title: President & Principal Consultant

Signature: 

Date: 1/19/2026



EXHIBIT A

CITY OF TAMPA

DESIGN ASSISTANCE SERVICES AND DEVELOPMENT CONSULTATION FOR CRA COMMERCIAL PRE-DEVELOPMENT GRANTS

SCOPE OF SERVICES

Under this Scope of Services, Veith Engineering & Business Solutions (**Consultant**) will perform consulting, pre-construction, design, and engineering services to assist in planning, programming, and aesthetics for commercial development improvements and other as-needed program support tasks required for the Tampa Community Redevelopment Agency (**CRA**) Commercial Pre-Development Grant.

Services will be managed through a series of subsequently issued task orders (Task Orders) for each approved Grant for a privately-owned small to medium sized commercial property (**Project**). The **CRA** will issue an Authorization to Proceed (ATP) prior to the start of each phase of the pre-development process. If the Project scope changes to the extent it no longer qualifies for CRA funding, the **CRA** reserves the right to terminate the Project and the associated Task Order. Under no circumstances shall a Task Order exceed \$150,000 per Project.

1. Task Orders & Proposals

- 1.1. The CRA shall make a request of the Consultant to perform Design Assistance and Development Consultation services on a 'task' basis. The **CRA** will communicate with the **Consultant**, in writing, a general description of the task to be performed.
- 1.2. At the **CRA's** request, the **Consultant** will generate a detailed 'Scope of Work' document; prepare a schedule; add a not-to-exceed price as deemed appropriate by the **CRA** to accomplish the task and send the thus developed 'task proposal' to the **CRA** in an electronic format acceptable to the **CRA**.
 - 1.2.1. The task proposal must include a reference to the current contract.
 - 1.2.2. If a site visit is needed to generate the scope document, the **Consultant** shall request approval from the **CRA** and the property owner(s) prior to visiting the site.
 - 1.2.3. A task proposal will be prepared by the selected **Consultant** in the following manner using the outline as noted below within 10 business days of a written request by the **CRA** Economic Development Specialist/Project Manager (EDS).
 - A. Project Address
 - B. Description of Specific Services and Deliverables to be Provided
 - C. Project Schedule and Target Dates.
 - D. Not to Exceed Compensation for Professional Services:



- i. All Task Order proposals shall provide a not-to-exceed fee for professional services using the **Consultant's** Hourly Rates (as mutually agreed upon with the **CoT**, **CRA** and the **Consultant**) and reimbursable services and expenses based on the scope of work to be performed to a maximum of \$150,000 per project.
 - ii. Contingency - Inclusion of any Contingency in the proposal cost must be included within the \$150,000 project maximum. "Contingency" shall mean a sum of money which may be included in **Consultant's** total compensation amount for specific contingencies that are believed may be necessary to complete the **Consultant's** required services and for which the **Consultant** will be paid on the basis of stipulated unit prices and/or hourly rates, however, **Consultant** may only use Contingency amounts if specifically directed to do so by the **CRA EDS** in advance and in writing.
 - iii. Reimbursable Expenses Contingency - Reimbursable expenses include document reproduction, materials for document preparation, postage, courier and overnight delivery services. No mileage or travel expenses are allowed. All reimbursable expenses shall be passed through at a cost factor of 1.0, must be approved in advance and in writing by the **CRA EDS**, and shall not exceed the amount identified in the Reimbursable Expenses Contingency included in the proposal.
 - iv. Post-Design Services Allowance - Inclusion of an Allowance for Engineer of Record post-design services must be included within the \$150,000 project maximum for any revisions required for the plans to be approved by the City of Tampa after delivery of the Permit-Ready Construction Documents. Post-design services must be approved in advance and in writing by the **CRA EDS** and shall not exceed the amount identified in the Post-Design Services Allowance included in the proposal.
 - v. All services and expenses of independent professional associates, **consultants** and/or subcontractors employed by the **Consultant** must be included within the \$150,000 project maximum and shall be invoiced to the **CRA** at the amount invoiced to the **Consultant** at a cost factor of 1.0.
 - vi. At the completion of grant-related services, the eligible property Owner(s) will have the option to engage the services of the **Consultant** to perform additional services, under a separate agreement, at the Owner's cost. Any agreement for additional services will not include the **CoT** or **CRA** but be solely negotiated and contracted between the **Consultant** and Owner.
- E. Compensation Frequency: Declaration of the invoicing frequency and schedule elected by the **Consultant**. At no more than monthly intervals the **Consultant** may submit invoices for services, additional services rendered, and for approved reimbursable expenses incurred. The **Consultant** may elect to schedule invoicing at project milestones instead. If electing milestone invoicing, a schedule of invoicing milestones shall be provided.
- F. Construction Costs: Acknowledgement that all construction costs (and possible financing) shall be the responsibility of the eligible property Owner(s).
- G. Project Duration: Acknowledgement that Services shall be completed within one hundred and eighty (180) calendar days from the date of the first Consultation Meeting between the eligible property Owner(s), Business Owner(s), **Consultant**, and/or **CRA**, unless otherwise approved in writing by the **CRA**.



H. General Conditions and Understandings: Unless authorized in writing by the **CRA**, the **Consultant** shall not include with the 'task proposal' any conflicting terms and conditions to this Agreement, rate schedules, signature requirements, or acceptance forms for **CRA** approval to proceed.

I. Excluded Services.

1.3. Following review and approval of the Task Order proposal, the **CRA** will issue a Task Order Notice to Proceed ("Task NTP") to authorize start of ATP 1 services and requisition a corresponding Purchase Order (PO). The final issued "Task NTP" shall supersede any previous 'task proposal.'

1.4. Upon the receipt of the Task NTP and release to start ATP 1 from the **CRA**, the **Consultant** shall perform the services set forth.

1.5. Amounts to be charged against the Task Order PO shall not, in the aggregate, exceed the total compensation amount of the issued Task Order, and under no circumstance be greater than the \$150,000 per project maximum.

1.6. **Consultant** is not authorized to proceed with, and will not be compensated for any work, fee, or expense that is not properly authorized by an approved Task Order or that the aggregate exceeds said total compensation amount approved for a Task Order.

1.7. The **CRA** to track the issuance of Task Orders and notify the Contract Administration Department in writing when the aggregate Task Order amounts equal 80% of the total approved contract amount.

1.7.1. If the **CRA** should later desire to increase the total contract amount, the **CRA** shall do so by written amendment to the agreement.

2. SERVICES BY ATP PHASE

The firm will perform professional architectural and engineering services, which are anticipated to include, but may not be limited to, the following:

2.1. ATP 1: Initial Consultations

- 2.1.1. One-on-one in-person consultations with property and business owners and **CRA** staff.
- 2.1.2. The number of meetings shall be determined based on project complexities and the approved scope of work but shall not be less than two (2) meetings of at least one (1) hour in duration.
- 2.1.3. Evaluation of needs, budget, property uses, constraints, easements, environmental hazards, lead and asbestos analysis, and risks, as needed.
- 2.1.4. Consultation with City of Tampa (**CoT**) Architectural Review Commission and Historic Preservation, if the project is located within a local or national historic district, designated as a historic landmark, in an Overlay District, requires a Certificate of Appropriateness, or is within or part of a structure that is more than fifty (50) years old.
- 2.1.5. Pre-application permitting consultation with **CoT** Construction Services Department (CSD).
- 2.1.6. Confirmation of zoning and building type.



2.2. ATP 2: Conceptual Design

- 2.2.1. Master planning, site layout, and infrastructure design, including but not limited to, site, buildings, vehicle access, parking, sidewalks, delivery areas, utilities, lighting (exterior and interior), landscaping, wetlands, retention, detention, dumpsters, and signage, as well as, HVAC, mechanical, electrical, and plumbing.
- 2.2.2. Project programming, spatial analysis, and conceptual building design and layout.
- 2.2.3. Preliminary Coordination with **CoT** Departments including, but not limited to, Mobility, Solid Waste, Stormwater, Water, and Wastewater.
- 2.2.4. Design alignment with the **CRA** area's Community Redevelopment Plan (CRP) and Overlay Districts.
- 2.2.5. Computer graphic renderings and narratives to illustrate proposed changes, colors, and signage.
- 2.2.6. Preliminary Project improvement scope and estimated construction budget with Cost/Square Footage (SF).
- 2.2.7. Provide up to two (2) rounds of revisions to the Preliminary Project Scope and Conceptual Site Layout if requested by the **CRA**.
- 2.2.8. Recommend design development schedule and package content.

2.3. ATP 3, 4, & 5: Working Designs

- 2.3.1. One-on-One in Person Coordination with the Property Owners, Business Owner(s), and the **CRA** to finalize the project and design.
- 2.3.2. The number of meetings shall be determined based on project complexities and approved scope of work.
- 2.3.3. Comprehensive architectural and engineering design services, including schematic design, design development, construction documentation, and permit documents.
- 2.3.4. Cost estimation at 30%, 60%, and 90% Construction Document (CD) stages with Cost/SF.
- 2.3.5. Specialized services as required, including but not limited to:
 - 2.3.5.1. Design Services for Energy Efficiency.
 - 2.3.5.2. Geotechnical Services and Utility Location.
 - 2.3.5.3. Green Infrastructure for Stormwater Management.
 - 2.3.5.4. Job Site Control and Erosion Control Systems.
 - 2.3.5.5. Comprehensive Landscape Architecture and Irrigation Design Services.
 - 2.3.5.6. Exterior and Interior Identification, Informational, and Directional Signage.
 - 2.3.5.7. Boundary, Typographic, Wetland, Right of Way, Utilities, Tree, and Right of Way Surveys including Final Layout and As-Builts.
- 2.3.6. In-Person Preliminary Plan Review (PPR) with CSD at 60% CD.
 - 2.3.6.1. The **CoT's** PPR fee may be paid by the **CRA** directly to CSD and the task order maximum will be reduced by this fee amount. If the PPR fee is included in the Task Order Proposal, it shall be invoiced with no mark up from the amount paid to the City.
 - 2.3.6.2. Any revisions required by PPR are included in the project scope.
- 2.3.7. In addition to revisions required by the PPR, the **Consultant** shall provide up to two (2) additional rounds of revisions at each CD stage if requested by the **CRA** or awardee.



2.4. ATP 6: Final Design and Documentation

- 2.4.1. As-built and “signed and sealed” final construction documents in latest AutoCAD format.
- 2.4.2. Cost estimation at 100% CD with Cost/SF.
- 2.4.3. Final estimate of Engineer of Record or Architect post-design services required for permit approval.
- 2.4.4. Complete Closeout Documents, Technical Specifications, Shop Drawings, and Exhibits in Word and PDF Formats.

2.5. ATP 7: Post-Design Services (As Needed)

- 2.5.1. Engineer of Record or Architect services for permit approval.

3. SCHEDULING & COORDINATION

- 3.1. Scheduling and coordination of the project must organize long lead times, potential delays, and funding in the most efficient and suitable manner acceptable to the **CRA**.
- 3.2. All communication with the project property owner/tenant (grantee) will only take place through **CRA** staff or with **CRA** staff in attendance.
- 3.3. **CRA** staff will schedule all consultation meetings at the Tampa Municipal Office Building, 306 East Jackson Street, unless otherwise approved by the **CRA** (example: site visit).
- 3.4. **CRA** will provide potential dates/times and **Consultant** shall be available within a 2-week window of the meeting request.

4. PROGRESS CHECK-IN

- 4.1. The **CRA's** designated EDS may hold periodic progress check-in by phone or virtually with the **Consultant's** PM during the term of any Task Order entered into under this agreement.
- 4.2. Any expenses for these progress check-ins shall be non-billable outside of the approved amounts included in the Task Order.

5. COMPLIANCE WITH GOVERNING CODES AND LIFE SAFETY

- 5.1. The **Consultant** shall provide services in compliance with all the laws and regulations regarding public and life safety, including but not limited to, governing building/city codes, plan/code review process, regulatory agency reviews, and required site improvements.
- 5.2. The **Consultant** shall comply with the submittal requirements and processes of the **CoT** and **CRA** including the following:
 - 5.2.1. All **CoT** and Regulatory Requirements as indicated in the **CoT's** Permitting Checklist.
 - 5.2.2. All Applicable Governing Codes, Laws, Regulations, and Ordinances including Site, Environmental, Landscape, Building, and Regulatory Permitting.



- 5.2.3. American with Disabilities Act (ADA) and Florida Building Codes Accessibility.
- 5.2.4. Tampa **CRA** Community Redevelopment Plan in effect for the property location.

6. PROVIDED MATERIALS

- 6.1. The **CRA** will provide the **Consultant** with copies of any available reference materials, as-builts and surveys for a project property that may exist at the time of the request for project proposal.
- 6.2. All items and/or materials required to design and execute the final and approved design for an authorized Project and not indicated herein or in the request for project proposal as provided by the **CRA**, shall be provided without additional cost by the **Consultant**.

7. OWNERSHIP OF MATERIALS

- 7.1. The **CRA** shall retain the ownership of all work products and intellectual property including, but not limited to, any designs and documents of any kind or nature produced as a result of being engaged and/or paid by the **CRA**.
- 7.2. The **CRA** reserves the right to re-use any and all work product(s) without additional compensation to the **Consultant**.
- 7.3. The Property Owner/Grant Applicant will have a revocable license from the **CRA** to use the pre-development work product in connection with the development of the property subject to the Pre-Development Grant.

8. SUBMITTALS

- 8.1. Unless otherwise expressly stated within the approved Task Order: (i) drawings, sketches, plans, surveys, etc. submitted to the **CRA** shall either be produced in a computer generated format using AutoCAD or compatible software that can be saved as a (.DWG) file together with a hard copy and a (.PDF) copy and (ii) narrative materials whether in draft, interim, final, or other form (e.g. memorandums, minutes, agendas, etc.) submitted to the **CRA** shall be produced in a computer-generated format using Word or compatible software that can be saved as a (.DOC/.DOCX) file together with a (.PDF) copy.
- 8.2. Notwithstanding anything stated herein to the contrary, all submittals to the **CRA** regardless of type or format (e.g. DWG, .PDF, .DOC, etc.) shall: (a) be compatible with **CRA** and **CoT** systems without loss of data, quality of appearance, or accuracy; (b) be enabled to ensure the **CRA** has the ability to easily retrieve, use, and modify them; and (c) meet the minimum criteria or requirements stated herein together with all other applicable **CRA** and **CoT** standards from time to time provided to the **Consultant**. Submittals not in compliance with the foregoing shall be resubmitted at no additional cost to the **CRA** until compliant.
- 8.3. Electronic files submitted to the **CRA** shall be error free, not corrupted, and without viruses, malware, or other code that may cause harm to **CRA** or **CoT** systems.
- 8.4. Electronic file transfer will be provided to and from the **Consultant** through an access-protected SharePoint site provided by the **CRA**, or other comparable system as determined by the **CRA**.



9. ADDITIONAL INVOICING REQUIREMENTS

- 9.1. In addition to compliance with the standard City requirements outlined in this agreement, the following requirements apply to all invoices under this agreement:
- 9.1.1. Invoicing must be submitted via Trimble. Training will be provided to the **consultant** as requested. **Consultant** team should contact Trimbleconstruct@tampagov.net to receive training and have a user ID created. All invoices shall be accompanied by a signed and completed DMI 30 FORM "City of Tampa - DMI Sub-(Contractors/Consultants/Suppliers) Payments".
 - 9.1.2. **Consultant** shall provide a separate invoice per Task Order, showing a breakdown of the hours worked by each person charging time to the Project, hourly salary cost and any approved reimbursable expenses.
 - 9.1.3. Each invoice shall include a report showing actual progress and expenses of the Project work completed compared to the project proposal approved under the Task Order and schedule for completion of the work.
 - 9.1.4. Invoices may not contain any retainers or deposits.
 - 9.1.5. Invoices shall be submitted no more than once a month, shall be itemized, detailed, and accompanied by valid receipts.
 - 9.1.6. **Consultant** shall provide a sworn and certified progress payment affidavit indicating that all laborers, material suppliers, and subcontractors dealing with the **Consultant** were paid in full as it relates to all work performed up to the time of the request for payment.
 - 9.1.7. **Consultant** shall provide partial conditional releases or waivers of lien by the contractor, material suppliers, and subcontractors, and evidence of proof of payment of any indebtedness incurred with respect to the work of the **Consultant** as may be required by the **CRA**.
 - 9.1.8. **Consultant** shall provide any other information with respect to the work of the **Consultant** required by the **CRA**, in the **CRA's** sole discretion.
 - 9.1.9. **Consultant** expressly agrees that they may not seek payment for Task Order expenditures from any other source but the **CRA** and expressly waives the right to seek payment from any other source.

Exhibit B - Compensation

Rates Rider

City of Tampa

Design Assistance Services and Development Consultation for CRA Commercial Pre-Development Grants



Standard Billing Rate Schedule

Position Classifications (Classifications titles subject to change)	Hourly Labor Billing Rates
Expert Witness Testimony	\$390.00
Principal Engineering & Business Consultant	\$298.00
Principal Quality Control / Technical Advisor	\$282.00
Senior Project Manager (ASCE Grade VIII)	\$265.00
Project Manager II / Senior Prof Eng. II (ASCE Grade VII)	\$240.00
Senior Professional Consultant / Senior Professional Engineer (ASCE Grade VI)	\$225.00
Professional Engineer II (ASCE Grade V)	\$195.00
Professional Engineer (ASCE Grade IV)	\$180.00
Senior Project Engineer (ASCE Grade III)	\$160.00
Senior Project Representative	\$150.00
Project Engineer (ASCE Grade II)	\$150.00
Senior CADD Designer and Project Technician / RPR	\$140.00
Project Analyst	\$132.00
Staff Engineer (ASCE Grade I)	\$130.00
GIS Technician	\$124.00
Project Manager Assistant / Sr. Project Coordinator	\$120.00
CADD or Field Technician	\$115.00
Senior Project Admin	\$105.00
Office Support Services	\$95.00
Engineering Intern	\$90.00
Staff Intern	\$84.00

- 1) Veith Engineering & Business Solutions (VEBS) hourly rates effective 01/01/2026 to 12/31/2028
- 2) VEBS hourly labor billing rates do not include other direct project costs that are reimbursable, such as document reproduction (prints, mylars), materials for document preparation, postage, delivery services, permit fees, rental of field equipment and supplies, out-of-town travel costs, presentation boards, sampling kits, & laboratory analysis.
- 3) All reimbursable expenses must be approved in advance and in writing by the CRA Economic Development Specialist, are

CITY OF TAMPA INSURANCE REQUIREMENTS

Prior to commencing any work or services or taking occupancy under that certain written agreement or award (for purposes of this document, Agreement) between the City of Tampa, Florida (City) and Firm/Awardee/Contractor/Consultant/Lessee/non-City party, etc. (for purposes of this document, Firm) to which this document is attached and incorporated as an Exhibit or otherwise, and continuing during the term of said Agreement (or longer if the Agreement and/or this document so requires), Firm shall provide, pay for, and maintain insurance against claims for injuries to persons (including death) or damages to property which may arise from or in connection with the performance of the Agreement (including without limitation occupancy and/or use of certain property/premises) by Firm, its agents, representatives, employees, suppliers, subtenants, or subcontractors (which term includes sub-consultants, as applicable) of any tier subject to the terms and conditions of this document. Firm's maintenance of insurance coverage as required herein is a material element of the Agreement and the failure to maintain or renew coverage or provide evidence of same (defined to include without limitation Firm's affirmative duty to provide from time to time upon City's request certificates of insurance, complete and certified copies of Firm's insurance policies, forms, and endorsements, information on the amount of claims payments or reserves chargeable to the aggregate amount of coverage(s) whether during the term of the Agreement or after as may be requested by the City in response to an issue or potential claim arising out of or related to the Agreement to which Firm's insurance obligations hereunder may apply or possibly help mitigate) may be treated as a material breach of the Agreement. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without any obligation or waiver of its rights) may (i) terminate the Agreement or (ii) purchase such coverages as City deems necessary to protect 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 CRPL Insurance for construction within 50ft of operated railroad track(s) or where affects any railroad bridge, trestle, tunnel, track(s) roadbed, or over/under pass. Subject to involved rail road's approval prior to commencement of work. **(IF APPLICABLE)**.

I. Pollution and/or Asbestos Legal Liability Insurance where Agreement involves asbestos and/or environmental hazards/contamination risks (defined broadly, e.g. lead, mold, bacteria, fuel storage, underground work, cleanup (owned or non-owned sites), pollutant generation/transportation, marine/natural resource damage, contamination claim, restitution, business interruption, mold, fungus, lead-based paint, 3rd party claims/removal, etc.), with limits of at least \$1M per occurrence and \$2M aggregate, maintained for at least 3 years after Agreement completion. **(IF APPLICABLE)**

J. Cyber Liability Insurance where Agreement involves portals allowing access to obtain, use, or store data; managed dedicated servers; cloud hosting services; software/hardware; programming; and/or other IT services

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

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

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

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

M. Garagekeeper/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 CIOB) 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.

Failure to Complete, Sign and Submit Forms 10, 20, & 50 MAY render the Bid or Proposal Non-Responsive



Page 1 of 2 – DMI Solicited/Utilized Schedules
City of Tampa – Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers)
(DMI 10 Form)

Contract No.: RFP 25-D-00002 Contract Name: Design Assistance Services and Development Consultation form CRA Commercial Pre-Development Grant
 Company Name: Veith Engineering & Business Solutions Address: 2201 Cantu Ct. Ste 118. Sarasota, FL 34232
 Federal ID: 83-3660700 Phone: 941-374-3422 Fax: _____ Email: Bveith@VeithSolutions.com

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

- No Firms were contacted or solicited for this contract.
- No Firms were contacted because: _____
- See attached list of additional Firms solicited and all supplemental information (List must comply with this form)

Note: Form DMI-10 must list ALL subcontractors solicited

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

S = SLBE O = Neither	Company Name Address Phone, Fax, Email	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
O 59 - 3444163	Baker Barrios Architects 400 N Ashley Dr #800, Tampa, FL 33602 Phone: (813) 549-1900	906	E	Y
O 74 - 2704974	Surveying And Mapping, LLC (SAM) 108 W. Country Club Dr., Tampa, FL 33612 Phone: (813) 933-2505	925	E	Y
O 59 - 3154723	Tierra, Inc. 7351 Temple Terrace Highway, Tampa, Florida 33637 Phone: (813) 989-1354	925	E	Y
O 20 - 4452969	Voltair 1211 N Westshore Blvd Suite 600, Tampa, FL 33607 Phone: (813) 867-4899	925	E	Y

It is hereby certified that the information provided is an accurate and true account of contacts and solicitations for sub-contracting opportunities on this contract.
 Signed: [Signature] Name/Title: President Date: 1/19/2026

Failure to Complete, Sign and Submit Forms 10, 20, & 50 MAY render the Bid or Proposal Non-Responsive
Forms must be included with Bid / Proposal

Failure to Complete, Sign, and Submit Forms 10, 20, & 50 MAY render the Bid or Proposal Non-Responsive

**Page 1 of 2 – DMI Solicited/Utilized Schedules
City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers)
(DMI 20 Form)**

Contract No.: RFP 25-D-00002 Contract Name: Design Assistance Services and Development Consultation form CRA Commercial Pre-Development Grant
 Company Name: Veith Engineering & Business Solutions Address: 2201 Cantu Ct. Ste 118. Sarasota, FL 34232
 Federal ID: 83-3660700 Phone: 941-374-3422 Fax: _____ Email: Bveith@VeithSolutions.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 with this form)

Note: Form DMI-20 must list ALL subcontractors To-Be-Utilized.

[] 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: "O" for Other Non-Certified

S = SLBE O =Neither Federal ID	Company Name Address Phone, Fax, Email	Trade, Services or Materials NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
O 59 - 3444163	Baker Barrios Architects 400 N Ashley Dr #800, Tampa, FL 33602 Phone: (813) 549-1900	906	Amount Unknown	30%
O 74 - 2704974	Surveying And Mapping, LLC (SAM) 108 W. Country Club Dr., Tampa, FL 33612 Phone: (813) 933-2505	925	Amount Unknown	5%
O 59 - 3154723	Tierra, Inc. 7351 Temple Terrace Highway, Tampa, Florida 33637 Phone: (813) 989-1354	925	Amount Unknown	5%
O 20 - 4452969	Voltair 1211 N Westshore Blvd Suite 600, Tampa, FL 33607 Phone: (813) 867-4899	925	Amount Unknown	10%

Total ALL Subcontract / Supplier Utilization \$ Amount Unknown

Total SLBE Utilization \$ Amount Unknown

Percent SLBE Utilization of Total Bid/Proposal Amt. _____%

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

Signed: Bryan T Veith Digitally signed by Bryan T Veith
Date: 2026.02.11 10:52:33 -05'00' Name/Title: President Date: 2/11/2026

**Failure to Complete, Sign and Submit Forms 10, 20, & 50 MAY render the Bid or Proposal Non-Responsive Forms
must be included with Bid / Proposal**

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT (“Agreement”) made and entered into at Tampa, Florida, as of the ____ day of _____, 2026, which is the date Resolution No. 2026-____ was adopted authorizing execution of this Agreement, by and between the CITY OF TAMPA, a municipal corporation of the State of Florida, (“CITY”), the address of which is 315 East Kennedy Boulevard, Tampa, Florida 33602, and OutsideIN Architecture, LLC, a Florida limited liability company authorized to do business in the State of Florida, (“FIRM”), the address of which is 1345 Virginia Lee Cir, Brooksville, Florida 34602.

WITNESSETH:

WHEREAS, the CITY desires to engage the FIRM to perform certain professional services pertinent to such work which shall be referred to as Contract 25-D-02005 Design Assistance Services and Development Consultation for CRA Commercial Pre-Development Grants (“PROJECT”) in accordance with this Agreement; and

WHEREAS, the FIRM desires to provide such professional 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 will be that of an independent professional consultant for the PROJECT; and the FIRM shall provide the professional and technical services required under this Agreement in accordance with the care and skill used by members of FIRM’S profession practicing under similar circumstances at the same time and in the same locality (“Standard of Care”).

B. The scope of services to be provided is indicated in **Exhibit A** (“Services”).

II. DATA AND SERVICES TO BE PROVIDED BY THE CITY

The CITY shall provide available plans and specifications of existing construction, if any, applicable to the Project.

III. PERIOD OF SERVICE

A. The FIRM shall begin work promptly after receipt of a fully executed copy of this Agreement and a Notice to Proceed. This Agreement shall remain in force until the completion of all construction for the Project.

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 and compensation 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 are 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 services performed with this Agreement a lump sum (by task) of not to exceed \$10,000,000 to be billed in accordance with **Exhibit B**.

VI. PAYMENT

Payments shall be made upon presentation of the FIRM's approved invoices via Trimble/eBuilder software.

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 upon prior written notice 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 for 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

In the event the PROJECT is suspended, cancelled or abandoned, 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 hereof, FIRM shall immediately cease work hereunder and shall be compensated for its services rendered up to the time of such cancellation or termination on a quantum meruit basis; and the CITY shall have no further financial obligation to FIRM.

In the event the PROJECT is suspended, cancelled or abandoned, 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 except that FIRM shall not be liable for such future use by the CITY.

X. TERMINATION

A. Termination for Cause. In the event that the FIRM shall for any reason or through any cause not have completed performance within the time fixed for performance under this Agreement; or any representation or warranty made under Article XII of this Agreement shall prove to be untrue in any material respect; or the FIRM shall otherwise be in default under this Agreement; or the FIRM has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Agreement without the CITY's consent or approval; or the FIRM has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer has been appointed to take charge of all or part of FIRM assets; or the FIRM disclosed CITY confidential information, procedures or activities; or the FIRM fails to aggressively, adequately, timely and appropriately perform the services required by this Agreement in conformity with the Standard of Care, or other similar cause, the City may terminate this Agreement for 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. In the event of such termination for cause, the FIRM shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date; however, FIRM shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date. All work accomplished by FIRM prior to the Termination Date shall be documented. In the event the project is terminated for cause pursuant to this Article, the FIRM shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the FIRM's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the CITY. Notwithstanding the above or any section herein to the contrary, FIRM shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by FIRM.

B. Termination for Convenience. The CITY may reduce the scope of work or terminate work under

this Agreement or amendment to this Agreement without cause; in the event of such scope reduction or termination other than for cause, the CITY shall compensate the FIRM for services properly performed through the date of such reduction in scope or termination, which date shall be fixed in written notice from the CITY and which date shall be not sooner than fifteen (15) days after notice. Notwithstanding such termination or reduction in scope, the CITY shall be entitled to receive from the FIRM upon request any and all information related to the PROJECT and the CITY shall preserve and protect all such information and assure ready access thereto by the FIRM in connection with resolution of the amount due to the FIRM. The CITY, at its own discretion, shall be entitled to direct the FIRM to terminate any or all the FIRM's subcontracts or subconsulting agreements. In the event the project is terminated for convenience pursuant to this Article, the FIRM shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the FIRM's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the CITY.

XI. INSURANCE

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

XII. INTERESTS OF MEMBERS OF THE CITY

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

XIII. INTEREST OF THE FIRM

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

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

The FIRM shall disclose any clients that may either conflict with or affect its independent judgment when performing any work for the City of Tampa covered by this Agreement. Failure of the FIRM to disclose the above professional conflict of interest may result in termination of this Agreement pursuant to Article X 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 disqualified from participating in the proposed Project.

XIV. COMPLIANCE WITH LAWS

A. The FIRM shall comply with the applicable requirements of State laws and all Codes and Ordinances of the City of Tampa as amended from time to time, together with keeping and maintaining in full force and effect during the term of this Agreement all licenses and certificates of authorization required pursuant to applicable law, including without limitation those required by Chapters 471, 481, and 489, Florida Statutes.

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 under said Agreement.

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. 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.

E. Any documents provided by FIRM to the CITY are public records and the CITY may authorize third parties to review and reproduce such documents pursuant to public records laws, including the provisions of Chapter 119, Florida Statutes

XV. ASSIGNABILITY

Neither party shall assign or transfer any interest in this Agreement without consent from the other party; 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. 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. FIRM shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM

A. FIRM shall demonstrate a good faith effort toward the utilization of City Certified Small Local Business Enterprise (SLBE) subconsultants or suppliers.

B. The CITY shall make available a list of Certified SLBEs.

C. The FIRM shall report to the CITY its subcontractors/subconsultants/suppliers solicited or utilized **(Exhibit D)**.

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

XVIII. CITY CODE OF ETHICS

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

XIX. NEGATION OF AGENT OR EMPLOYEE STATUS

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

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

XIV. 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

The FIRM shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the FIRM and other persons employed or utilized by the FIRM in the performance of the Agreement.

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 \$1,000,000 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 \$1,000,000 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 non-state entity shall comply with all applicable requirements of section 215.97, F.S., and Audit Requirements. A State single audit is required if a nonstate entity expends \$750,000 or more of State financial assistance in any fiscal year of such non-state 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 the Agreement, failure to comply with the audit requirements as provided herein, or failure to expend Grant Funds in a timely or proper manner. A cancellation for default pursuant to this Article shall not impair or limit the City's remedy for the Firm's breach of warranty to the extent of work performed, not for errors or omissions in the professional engineering services prior to cancellation.

XXIX. BUDGET APPROPRIATIONS

The City is subject to Section 166.241, Florida Statutes, and is not authorized to contract for expenditures in any fiscal year except in pursuance of budgeted appropriates. With respect to this Agreement, the City has budgeted and appropriated sufficient monies to fund the City's obligations under this Agreement. The obligations of the City hereunder shall not constitute a general indebtedness of the City within the meaning of the Florida Constitution.

XXX. SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, prohibits agencies or local governmental entities from contracting with companies for (i) goods or services of any amount on either the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel and (ii) goods or services of \$1,000,000 or more 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, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria. A company that is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or is engaged in business operations in Cuba or Syria 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 any amount. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria or is on the Iran Terrorism Sector List 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 \$1,000,000 or more. FIRM certifies that it is not in violation of Section 287.135, Florida Statutes. If the City determines the FIRM submitted a false certification, or has been placed on the Scrutinized Companies Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or been engaged in business operations in Cuba or Syria, the City shall have the option to terminate this Agreement or maintain it subject to the conditions of Section 287.135 of the Florida Statutes.

XXXI. PUBLIC RECORDS

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

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

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

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

of the Agreement term and following completion (or earlier termination) of the Agreement if FIRM does not transfer the records to the CITY;

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

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

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

XXXII. E-VERIFY

Pursuant to §448.095, Florida Statutes, Firm certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the US employment eligibility of all of Firm's employees

hired by the Firm during the term of this Agreement and/or while performing work or providing services for the City of Tampa. Firm shall require that all subcontractors performing work or providing services on behalf of Firm for the City of Tampa also comply with the requirements of §448.095, Fla. Stat and utilize the E-Verify system to verify US employment eligibility of all employees hired by subcontractor. The Firm shall require for the subcontractor to provide to Firm an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Firm shall maintain a copy of such affidavit for the duration of the Agreement.

XXXIII. LABOR

Pursuant to Florida Statutes Section 786.06 (13) effective July 1, 2024, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term “governmental entity” has the same meaning as in s. 287.138(1).

XXXIV. FIRM EMPLOYEES

PURSUANT TO §558.0035, FLORIDA STATUTES, FIRM’S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

[SIGNATURES APPEAR 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:

OutsideIN Architecture, LLC

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; use individual's only if applicable.

[SEAL]

ATTEST:

CITY:

City of Tampa, Florida

By: _____

City Clerk/Deputy City Clerk

[SEAL]

By: _____

Jane Castor, Mayor

APPROVED AS TO FORM:

Justin R. Vaske, Senior Assistant City Attorney

ATTESTATION OF COMPLIANCE WITH FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 287.138, FLORIDA STATUTES, CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME) PURSUANT TO SECTION 287.133, FLORIDA STATUTES, PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135, FLORIDA STATUTES, PROHIBITION AGAINST HUMAN TRAFFICKING PURSUANT TO SECTION 787.06, FLORIDA STATUTES, AND COMPLIANCE WITH E-VERIFY PURSUANT TO SECTION 448.095, FLORIDA STATUTES

This form must be completed by an Officer of an Entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending a contract with the City of Tampa.

Public Entity Crimes

1. Officer understands that a “person” or “affiliate” who has been placed on the “convicted vendor list” following a “conviction” for a “public entity crime” (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, is ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa. Business Entities placed on either the “discriminatory vendor list” or “antitrust vendor list” are ineligible to transact business with the City of Tampa.
2. Officer understands and attests that neither Officer, nor any person or affiliate of the Entity, nor the Entity have been placed on any of the above referenced vendor lists that would render the Entity ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa.

Scrutinized Companies

3. Officer understands that pursuant to Section 287.135(2)(a), Florida Statutes, if the value of the contract is one hundred thousand dollars or more, the Entity would be ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa if the Entity is on the “Scrutinized Companies or Other Entities that Boycott Israel List” (created pursuant to Section 215.4725, Florida Statutes); or is engaged in a boycott of Israel; or if the value of the contract is one million dollars or more if, at the time of bidding on, submitting a proposal or reply for, or entering into or renewing a contract, the Entity is ineligible to contract with the City of Tampa if the Entity:
 - a. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
 - b. Is engaged in business operations in Cuba or Syria.
4. Officer attests that neither Officer nor the Entity are on the Scrutinized Companies or Other Entities that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor is either engaged in a boycott of Israel, and understand that any resulting contract may be terminated for a falsification of this Attestation.

E-Verify

5. Officer understands and attests that pursuant to Section 448.095(5), Florida Statutes, the Entity must comply with Florida’s E-Verify law to enter into a contract with the City of Tampa.
6. The undersigned Entity is registered with and uses the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all new

employees.

7. No public employer has terminated a contract with the Entity pursuant to Section 448.095(5), Florida Statutes, within the year immediately preceding the date of contracting or submitting a bid, proposal or reply to contract with the City of Tampa.

8. Entity is currently in compliance and will remain in compliance, for the duration of any contract with the City of Tampa, with all requirements of Section 448.095(5), Florida Statutes.

9. Officer understands and attests that, if there is a good faith belief that the Entity has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation on the part of the City of Tampa to terminate a contract pursuant to Section 448.095(5), Florida Statutes.

10. Officer understands and attests that, if there is a good faith belief that one of Entity's subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but the Entity has otherwise complied with its obligations thereunder, then the Entity will be required to immediately terminate the contract with the subcontractor in order to continue providing services to the City of Tampa.

Anti-Human Trafficking

11. Officer hereby understands and attests that the undersigned Entity does not use coercion of labor or services as those terms are defined in section 787.06(2), Florida Statutes.

12. Officer attests to the best of his/her knowledge that commodities offered to the City by the Entity have not been produced, in whole or in part, by forced labor. Any contract that the City may enter into with Entity if Entity is placed on the forced labor vendor list.

Compliance with Foreign Countries of Concern

13. Officer, on behalf of the Entity attest to the following:

a. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138, Florida Statutes.)

b. The government of a foreign country of concern does not have a controlling interest in the Entity. (Source: § 287.138(2)(b), Florida Statutes.)

c. Entity is not organized under the laws of, and does not have a principal place of business in a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes.)

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: OutsideIn Architecture, LLC

Officer's Printed Name: Darren Azdell

Officer's Title: Principal

Signature:  _____

Date: 01.19.26



Scope of Services



OUTSIDEIn Architecture, LLC



EXHIBIT A

Scope of Services

Design Assistance Services and Development Consultation for CRA Commercial Pre-Development Grants Contract 25-D-00002

Under this Scope of Services, OutsideIN Architecture, LLC (Consultant) will perform preconstruction consulting, design, and mechanical, electrical, plumbing, mechanical and structural engineering services to assist in planning, programming, and aesthetics for commercial development improvements and other as-needed program support tasks required for the Tampa Community Redevelopment Agency (CRA) Commercial Pre-Development Grant.

Services will be managed through a series of subsequently issued task orders (Task Orders) for each approved Grant for a privately-owned small to medium sized commercial property (Project). The CRA will issue an Authorization to Proceed (ATP) prior to the start of each phase of the pre-development process. If the Project scope changes to the extent it no longer qualifies for CRA funding, the CRA reserves the right to terminate the Project and the associated Task Order. Under no circumstances shall a Task Order exceed \$150,000 per Project.

1. Task Orders & Proposals

- 1.1. The CRA shall make a request of the Consultant to perform Design Assistance and Development Consultation services on a 'task' basis. The CRA will communicate with the Consultant, in writing, a general description of the task to be performed.
- 1.2. At the CRA's request, the Consultant will generate a detailed 'Scope of Work' document; prepare a schedule; add a not-to-exceed price as deemed appropriate by the CRA to accomplish the task and send the thus developed 'task proposal' to the CRA in an electronic format acceptable to the CRA.
 - 1.2.1. The task proposal must include a reference to the current contract.
 - 1.2.2. If a site visit is needed to generate the scope document, the Consultant shall request approval from the CRA and the property owner(s) prior to visiting the site.
 - 1.2.3. A task proposal will be prepared by the selected Consultant in the following manner using the outline as noted below within 10 business days of a written request by the CRA Economic Development Specialist/Project Manager (EDS).

- A. Project Address
- B. Description of Specific Services and Deliverables to be Provided
- C. Project Design Schedule and Target Dates.
- D. Not to Exceed Compensation for Professional Services:
 - i. All Task Order proposals shall provide a not-to-exceed fee for professional services using the Consultant's Hourly Rates (as mutually agreed upon with the CoT, CRA and the Consultant) and reimbursable services and expenses based on the scope of work to be performed to a maximum of \$150,000 per project.
 - ii. Contingency - Inclusion of any Contingency in the proposal cost must be included within the \$150,000 project maximum. "Contingency" shall mean a sum of money which may be included in Consultant's total compensation amount for specific contingencies that are believed may be necessary to complete the Consultant's required services and for which the Consultant will be paid on the basis of stipulated unit prices and/or hourly rates, however, Consultant may only use Contingency amounts if specifically directed to do so by the CRA EDS in advance and in writing.
 - iii. Reimbursable Expenses Contingency - Reimbursable expenses include document reproduction, materials for document preparation, postage, courier and overnight delivery services. No mileage or travel expenses are allowed. All reimbursable expenses shall be passed through at a cost factor of 1.0, must be approved in advance and in writing by the CRA EDS, and shall not exceed the amount identified in the Reimbursable Expenses Contingency included in the proposal.
 - iv. Post-Design Services Allowance - Inclusion of an Allowance for Architect/Engineer of Record post-design services must be included within the \$150,000 project maximum for any revisions required for the plans to be approved by the City of Tampa after delivery of the Permit-Ready Construction Documents. Post-design services must be approved in advance and in writing by the CRA EDS and shall not exceed the amount identified in the Post-Design Services Allowance included in the proposal.
 - v. All services and expenses of independent professional associates, consultants and/or subcontractors employed by the Consultant must be included within the \$150,000 project

maximum and shall be invoiced to the CRA at the amount invoiced to the Consultant at a cost factor of 1.0.

- vi. At the completion of grant-related services, the eligible property Owner(s) will have the option to engage the services of the Consultant to perform additional services, under a separate agreement, at the Owner's cost. Any agreement for additional services will not include the CoT or CRA but be solely negotiated and contracted between the Consultant and Owner.

E. Compensation Frequency:

Declaration of the invoicing frequency and schedule elected by the Consultant. At no more than monthly intervals the Consultant may submit invoices for services, additional services rendered, and for approved reimbursable expenses incurred. The Consultant may elect to schedule invoicing at project milestones instead. If electing milestone invoicing, a schedule of invoicing milestones shall be provided.

F. Construction Costs:

Acknowledgement that all construction costs (and possible financing) shall be the responsibility of the eligible property Owner(s).

G. Project Duration:

Acknowledgement that Services shall be completed within one hundred and eighty (180) calendar days from the date of the first Consultation Meeting between the eligible property Owner(s), Business Owner(s), Consultant, and/or CRA, unless otherwise approved in writing by the CRA.

H. General Conditions and Understandings:

Unless authorized in writing by the CRA, the Consultant shall not include with the 'task proposal' any conflicting terms and conditions to this Agreement, rate schedules, signature requirements, or acceptance forms for CRA approval to proceed.

- I. Excluded Services are asbestos or materials testing or abatement, construction management services or services the consultant is not licensed or insured to perform

1.3. Following review and approval of the Task Order proposal, the CRA will issue a Task Order Notice to Proceed ("Task NTP") to authorize start of ATP

- 1 services and requisition a corresponding Purchase Order (PO). The final issued "Task NTP" shall supersede any previous 'task proposal.'
- 1.4. Upon the receipt of the Task NTP and release to start ATP 1 from the CRA, the Consultant shall perform the services set forth.
 - 1.5. Amounts to be charged against the Task Order PO shall not, in the aggregate, exceed the total compensation amount of the issued Task Order, and under no circumstance be greater than the \$150,000 per project maximum.
 - 1.6. Consultant is not authorized to proceed with, and will not be compensated for any work, fee, or expense that is not properly authorized by an approved Task Order or that the aggregate exceeds said total compensation amount approved for a Task Order.
 - 1.7. The CRA to track the issuance of Task Orders and notify the Contract Administration Department in writing when the aggregate Task Order amounts equal 80% of the total approved contract amount.
 - 1.7.1. If the CRA should later desire to increase the total contract amount, the CRA shall do so by written amendment to the agreement.

2. Services by ATP Phase

The firm will perform professional architectural and engineering services, which are anticipated to include, but may not be limited to, the following:

- 2.1. ATP 1: Initial Consultations
 - 2.1.1. One-on-one in-person consultations with property and business owners and CRA staff.
 - 2.1.2. The number of meetings shall be determined based on project complexities and the approved scope of work but shall not be less than two (2) meetings of at least one (1) hour in duration.
 - 2.1.3. Evaluation of needs, budget, property uses, constraints, easements, environmental hazards, lead and asbestos analysis, and risks, as needed.
 - 2.1.4. Consultation with City of Tampa (CoT) Architectural Review Commission and Historic Preservation, if the project is located within a local or national historic district, designated as a historic landmark, in an Overlay District, requires a Certificate of Appropriateness, or is within or part of a structure that is more than fifty (50) years old.
 - 2.1.5. Pre-application permitting consultation with CoT Construction Services Department (CSD).
 - 2.1.6. Confirmation of zoning and building type.

2.2. ATP 2: Conceptual Design

- 2.2.1. Master planning, site layout, and infrastructure design, including but not limited to, site, buildings, vehicle access, parking, sidewalks, delivery areas, utilities, lighting (exterior and interior), landscaping, wetlands, retention, detention, dumpsters, and signage, as well as, HVAC, mechanical, electrical, and plumbing.
- 2.2.2. Project programming, spatial analysis, and conceptual building design and layout.
- 2.2.3. Preliminary Coordination with CoT Departments including, but not limited to, Mobility, Solid Waste, Stormwater, Water, and Wastewater.
- 2.2.4. Design alignment with the CRA area's Community Redevelopment Plan (CRP) and Overlay Districts.
- 2.2.5. Computer graphic renderings and narratives to illustrate proposed changes, colors, and signage.
- 2.2.6. Preliminary Project improvement scope and estimated construction budget with Cost/Square Footage (SF).
- 2.2.7. Provide up to two (2) rounds of revisions to the Preliminary Project Scope and Conceptual Site Layout if requested by the CRA.
- 2.2.8. Recommend design development schedule and package content.

2.3. ATP 3, 4, & 5: Working Designs

- 2.3.1. One-on-One in Person Coordination with the Property Owners, Business Owner(s), and the CRA to finalize the project and design.
- 2.3.2. The number of meetings shall be determined based on project complexities and approved scope of work.
- 2.3.3. Comprehensive architectural and engineering design services, including schematic design, design development, construction documentation, and permit documents.
- 2.3.4. The firm will review construction estimates provided by third party general contractor(s) provided by the consultant at 30% , 60% , and 90% Construction Document (CD) stages with Cost/SF.
- 2.3.5. Specialized services as required, including but not limited to:
 - 2.3.5.1. Design Services for Energy Efficiency.
 - 2.3.5.2. Geotechnical Services and Utility Location if required for permitting or design shall be provided by third party testing and surveying provider(s) referred and paid for under this agreement but, contractually certified directly to the owner
 - 2.3.5.3. Green Infrastructure Concepts for Stormwater Management.
 - 2.3.5.4. Comprehensive Landscape Architecture and Irrigation Design Services.

- 2.3.5.5. Exterior and Interior Identification, Informational, and Directional Signage.
- 2.3.5.6. Boundary, Typographic, Wetland, Right of Way, Utilities, Tree, and Right of Way Surveys including Final Layout and Final Drawings based on As-Builts Provided by the General Contractor.
- 2.3.6. In-Person Preliminary Plan Review (PPR) with CSD at 60% CD.
 - 2.3.6.1. The CoT's PPR fee may be paid by the CRA directly to CSD and the task order maximum will be reduced by this fee amount. If the PPR fee is included in the Task Order Proposal, it shall be invoiced with no mark up from the amount paid to the City.
 - 2.3.6.2. Any revisions required by PPR are included in the project scope.
- 2.3.7. In addition to revisions required by the PPR, the Consultant shall provide up to two (2) additional rounds of revisions at each CD stage if requested by the CRA or awardee.
- 2.4. ATP 6: Final Design and Documentation
 - 2.4.1. "Signed and sealed" final construction documents in latest AutoCAD format.
 - 2.4.2. Cost estimation at 100% CD with Cost/SF by third party general contractor.
 - 2.4.3. Estimate of Architect/Engineer post-design services if required for permit approval.
 - 2.4.4. Technical Specifications requiring closeout documents from the General Contractor, Shop Drawings, and Exhibits in PDF Formats as applicable to the project task.
- 2.5. ATP 7: Post-Design Services (As Needed)
 - 2.5.1. Engineer of Record or Architect services for permit approval.

3. Scheduling & Coordination

- 3.1. Design Scheduling and coordination of the project design must organize long lead times, potential delays as estimated by a third-party general contractor, and funding, provided by a third-party financial consultant or institution in the most efficient and suitable manner acceptable to the CRA. Note, the consultant is not responsible for providing construction funding to the project or is responsible for construction schedule compliance or construction management services.

- 3.2. All communication with the project property owner/tenant (grantee) will only take place through CRA staff or with CRA staff in attendance.
- 3.3. CRA staff will schedule all consultation meetings at the Tampa Municipal Office Building, 306 East Jackson Street, unless otherwise approved by the CRA (example: site visit).
- 3.4. CRA will provide potential dates/times and Consultant shall be available within a 2-week window of the meeting request.

4. Progress Check-in

- 4.1. The CRA's designated EDS may hold periodic progress check-in by phone or virtually with the Consultant's PM during the term of any Task Order entered into under this agreement.
- 4.2. Any expenses for these progress check-ins shall be non-billable outside of the approved amounts included in the Task Order.

5. Compliance With Governing Codes and Life Safety

- 5.1. The Consultant shall provide services in compliance with all the laws and regulations regarding public and life safety, including but not limited to, governing building/city codes, plan/code review process, regulatory agency reviews the consultant is licensed and contracted to provide to obtain site and building permits.
- 5.2. The Consultant shall comply with the submittal requirements and processes of the CoT and CRA including the following:
 - 5.2.1. All CoT and Regulatory Requirements as indicated in the CoT's Permitting Checklist.
 - 5.2.2. All Applicable Governing Codes, Laws, Regulations, and Ordinances including Site, Landscape, Building, and Regulatory Permitting as applicable and required by the task.
 - 5.2.3. American with Disabilities Act (ADA) and Florida Building Codes Accessibility.
 - 5.2.4. Tampa CRA Community Redevelopment Plan in effect for the property location.

6. Provided Materials

- 6.1. The CRA will provide the Consultant with copies of any available reference materials, as-builts and surveys for a project property that may exist at the time of the request for project proposal.
- 6.2. All items and/or materials required to design and execute the final and approved design for an authorized Project and not indicated herein or in

the request for project proposal as provided by the CRA, shall be provided without additional cost by the Consultant.

7. Ownership of Materials

- 7.1. The CRA shall retain the ownership of all work products and intellectual property including, but not limited to, any designs and documents of any kind or nature produced as a result of being engaged and/or paid by the CRA for the exclusive use on the project and location described in the work order and shall indemnify and hold harmless the architect and consulting engineers for any unauthorized use or alteration of said documents.
- 7.2. The CRA reserves the right to use any and all work product(s) without additional compensation to the Consultant for the contracted project.
- 7.3. The Property Owner/Grant Applicant will have a revocable license from the CRA to use the pre-development work product in connection with the development of the property subject to the Pre-Development Grant.

8. Submittals

- 8.1. Unless otherwise expressly stated within the approved Task Order: (i) drawings, sketches, plans, surveys, etc. submitted to the CRA shall either be produced in a computer generated format using AutoCAD or compatible software that can be saved as a (.DWG) file together with a hard copy and a (.PDF) copy and (ii) narrative materials whether in draft, interim, final, or other form (e.g. memorandums, minutes, agendas, etc.) submitted to the CRA shall be produced in a computer-generated format using Word or compatible software that can be saved as a (.DOC/.DOCX) file together with a (.PDF) copy.
- 8.2. Notwithstanding anything stated herein to the contrary, all submittals to the CRA regardless of type or format (e.g. DWG, .PDF, .DOC, etc.) shall: (a) be compatible with CRA and CoT systems without loss of data, quality of appearance, or accuracy; (b) be enabled to ensure the CRA has the ability to easily retrieve, use, and (c) meet the minimum criteria or requirements stated herein together with all other applicable CRA and CoT standards from time to time provided to the Consultant. Submittals not in compliance with the foregoing shall be resubmitted at no additional cost to the CRA until compliant.

- 8.3. Consultant shall not knowingly submit electronic files submitted to the CRA which are corrupted, contain viruses, malware, or other code that may intentionally cause harm to CRA or CoT systems.
- 8.4. Electronic file transfer will be provided to and from the Consultant through an access-protected SharePoint site provided by the CRA, or other comparable system as determined by the CRA.

9. Additional Invoicing Requirements

- 9.1. In addition to compliance with the standard City requirements outlined in this agreement, the following requirements apply to all invoices under this agreement:
 - 9.1.1. Invoicing must be submitted via Trimble. Training will be provided to the consultant as requested. Consultant team should contact Trimbleconstruct@tampagov.net to receive training and have a user ID created. All invoices shall be accompanied by a signed and completed DMI 30 FORM "City of Tampa - DMI Sub-(Contractors/Consultants/Suppliers) Payments".
 - 9.1.2. Consultant shall provide a separate invoice per Task Order, showing a breakdown of the hours worked by each person charging time to the Project, hourly salary cost and any approved reimbursable expenses.
 - 9.1.3. Each invoice shall include a report showing actual progress and expenses of the Project work completed compared to the project proposal approved under the Task Order and schedule for completion of the work.
 - 9.1.4. Invoices may not contain any retainers or deposits.
 - 9.1.5. Invoices shall be submitted no more than once a month, shall be itemized, detailed, and accompanied by valid receipts.
 - 9.1.6. Consultant shall provide a sworn and certified progress payment affidavit indicating that all laborers, material suppliers, and subcontractors dealing with the Consultant were paid in full as it relates to all work performed up to the time of the request for payment.
 - 9.1.7. Consultant shall provide partial conditional releases or waivers of lien by the contractor, material suppliers, and subcontractors, and evidence of proof of payment of any indebtedness incurred with respect to the work of the Consultant as may be required by the CRA.

OUTSIDEIn Architecture, LLC

Architecture | Planning | Interior Design | LEED Consulting

- 9.1.8. Consultant shall provide any other information with respect to the work of the Consultant required by the CRA, in the CRA's sole discretion.
- 9.1.9. Consultant expressly agrees that they may not seek payment for Task Order expenditures from any other source but the CRA and expressly waives the right to seek payment from any other source.
- 9.1.10. Should differences or conflicts exist between this scope of services and the consultant agreement, the consultant agreement shall prevail.



OUTSIDEIn Architecture, LLC



Exhibit B - Compensation rate

Position	2026 Billing Rate
Principal Architect	\$350
Studio Manager	\$275
Director of Engineering	\$240
Director / Senior Design Architect	\$220
Architect / Project Leader / Designer / Contract Administrator	\$170
Architectural Intern / Designer Intern / Contract Administrator 2	\$150
Intern 2	\$135
Accounting / Administration	\$170
Accounting 2	\$150
Administration 2	\$130

All rates to be adjusted annually

CITY OF TAMPA INSURANCE REQUIREMENTS

Prior to commencing any work or services or taking occupancy under that certain written agreement or award (for purposes of this document, Agreement) between the City of Tampa, Florida (City) and Firm/Awardee/Contractor/Consultant/Lessee/non-City party, etc. (for purposes of this document, Firm) to which this document is attached and incorporated as an Exhibit or otherwise, and continuing during the term of said Agreement (or longer if the Agreement and/or this document so requires), Firm shall provide, pay for, and maintain insurance against claims for injuries to persons (including death) or damages to property which may arise from or in connection with the performance of the Agreement (including without limitation occupancy and/or use of certain property/premises) by Firm, its agents, representatives, employees, suppliers, subtenants, or subcontractors (which term includes sub-consultants, as applicable) of any tier subject to the terms and conditions of this document. Firm's maintenance of insurance coverage as required herein is a material element of the Agreement and the failure to maintain or renew coverage or provide evidence of same (defined to include without limitation Firm's affirmative duty to provide from time to time upon City's request certificates of insurance, complete and certified copies of Firm's insurance policies, forms, and endorsements, information on the amount of claims payments or reserves chargeable to the aggregate amount of coverage(s) whether during the term of the Agreement or after as may be requested by the City in response to an issue or potential claim arising out of or related to the Agreement to which Firm's insurance obligations hereunder may apply or possibly help mitigate) may be treated as a material breach of the Agreement. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without any obligation or waiver of its rights) may (i) terminate the Agreement or (ii) purchase such coverages as City deems necessary to protect 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 CRPL Insurance for construction within 50ft of operated railroad track(s) or where affects any railroad bridge, trestle, tunnel, track(s) roadbed, or over/under pass. Subject to involved rail road's approval prior to commencement of work. **(IF APPLICABLE)**.

I. Pollution and/or Asbestos Legal Liability Insurance where Agreement involves asbestos and/or environmental hazards/contamination risks (defined broadly, e.g. lead, mold, bacteria, fuel storage, underground work, cleanup (owned or non-owned sites), pollutant generation/transportation, marine/natural resource damage, contamination claim, restitution, business interruption, mold, fungus, lead-based paint, 3rd party claims/removal, etc.), with limits of at least \$1M per occurrence and \$2M aggregate, maintained for at least 3 years after Agreement completion. **(IF APPLICABLE)**

J. Cyber Liability Insurance where Agreement involves portals allowing access to obtain, use, or store data; managed dedicated servers; cloud hosting services; software/hardware; programming; and/or other IT services

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

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

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

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

M. Garagekeeper/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 CIOB) 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.



OUTSIDEIn Architecture, LLC





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)

DESIGN ASSISTANCE SERVICES AND DEVELOPMENT CONSULTATION

Contract No.: 25-D-00002 Contract Name: FOR CRA COMMERCIAL PRE-DEVELOPMENT GRANTS
 Company Name: OutsideIN Architecture, LLC Address: 1345 Virginia Lee Circle, Brooksville, FL
 Federal ID: 26-4626600 Phone: 813.400.2399 Fax: _____ Email: info@oi-arch.com

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

No Firms were contacted or solicited for this contract.

No Firms were contacted because: _____

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

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

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

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
S/W 83-1239282	Dark Moss, LLC 308 E 7th Ave, Tampa, Florida 33602 813-532-3440 info@darkmoss.com	AM	906	P	N
O 45-5104637	Austin Structural Group, Inc. 6810 Ebb Tide Avenue, Apollo Beach, FL 33572 813.500.7595 aaustin@austrucgroup.com	BM	925	P	N

Failure to Complete, Sign and Submit
 this form with your Bid or Proposal
 Shall render the Bid Non-Responsive
 (Do Not Modify This Form)

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: Darren Azdell, AIA Date: 3.5.25

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



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

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

DESIGN ASSISTANCE SERVICES AND DEVELOPMENT CONSULTATION

Contract No.: 25-D-00002 Contract Name: FOR CRA COMMERCIAL PRE-DEVELOPMENT GRANTS
 Company Name: OutsideIN Architecture, LLC Address: 1345 Virginia Lee Circle, Brooksville, FL
 Federal ID: 26-4626600 Phone: 813.400.2399 Fax: _____ Email: info@oi-arch.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 %
S/W	Dark Moss, LLC 308 E 7th Ave, Tampa, Florida 33602 813-532-3440 info@darkmoss.com	AM	906	P	N
83-1239282					
O	Austin Structural Group, Inc. 6810 Ebb Tide Avenue, Apollo Beach, FL 33572 813.500.7595 aaustin@austrucgroup.com	BM	925	P	N
45-5104637					

this form with your Bid or Proposal
 Shall render the Bid Non-Responsive.
 (Do Not Modify This Form)

Total ALL Subcontract / Supplier Utilization \$ _____
 Total SLBE Utilization \$ _____
 Total WMBE Utilization \$ _____
 Percent SLBE Utilization of Total Bid/Proposal Amt. _____% Percent WMBE Utilization of Total Bid/Proposal Amt. _____%

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

Signed: Name/Title: Darren Azdell, AIA Date: 3.5.25

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