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RESOLUTION NO. 2020 -

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$328,000 BETWEEN THE CITY OF TAMPA AND G-A-I CONSULTANTS, INC., IN CONNECTION WITH CONTRACT 19-D-00054; EAST TAMPA CRA STRATEGIC ACTION PLAN UPDATE; AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE.

WHEREAS, via the competitive selection process in accordance with Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act and consistent with Federal procurement policies, as applicable, the City of Tampa ("City") selected G-A-I Consultants, Inc. ("Consultant") to provide professional services in connection with Contract 19-D-00054; East Tampa CRA Strategic Action Plan Update Part 1 of 2, ("Project") as detailed in the Agreement for Consultant Services ("Agreement"); and

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

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

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

- **Section 1.** That the Agreement between the City of Tampa and G-A-I Consultants, Inc., in connection with Contract 19-D-00054; East Tampa CRA Strategic Action Plan Update Part 1 of 2 as detailed in said Agreement, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in substantially similar form.
- **Section 2.** That the Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk to attest and affix the official seal of the City of Tampa to, said Agreement on behalf of the City of Tampa.
- **Section 3.** This resolution provides for a contract to update the East Tampa CRA Strategic Action Plan (SAP) for the East Tampa CRA within the East Tampa CRA Fund.
- **Section 4.** That other proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON MAY 2 1 2020

ATTEST: Hully July Knowled CHAIRMAN CHAIRMAN PRO-TEM CITY COUNCIL

PREPARED AND APPROVED AS TO

PREPARED AND APPROVED AS TO LEGAL SUFFICIENCY BY:

E/S

JUSTIN R. VASKE

ASSISTANT CITY ATTORNEY

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT ("Agreement") made and entered into at Tampa, Florida, as of the _____ day of _____, 2020, which is the date Resolution No. 2020- 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 G-A-I Consultants, a Pennsylvania corporation authorized to do business in the State of Florida, ("FIRM"), the address of which is 385 East Waterfront Dr., Homestead, PA 15120-5005

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 19-D-00054; East Tampa CRA Strategic Action Plan Update Part 1 of 2 ("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.
 - B. The scope of services to be provided is indicated in **Exhibit A**.

II. DATA AND SERVICES TO BE PROVIDED BY THE CITY

The CITY shall provide 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 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 \$328,000 to be billed in accordance with **Exhibit B**.

VI. PAYMENT

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

VII. RECORDS

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

With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection, or copying purposes at any time during normal business hours at a location within Hillsborough County, Florida as often as the CITY, HUD (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.

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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.

X. TERMINATION

A. <u>Termination for Cause</u>. In the event that the FIRM shall for any reason or through any cause not have completed performance within the time fixed for performance under this Agreement; or any representation or warranty made under Article XII of this Agreement shall prove to be untrue in any material respect; or the FIRM shall otherwise be in default under this Agreement; or the FIRM has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Agreement without the CITY's consent or approval; or the FIRM has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer has been appointed to take charge of all or part of FIRM assets; or the FIRM disclosed CITY confidential information, procedures or activities; or the FIRM fails to aggressively, adequately, timely and appropriately perform the services required by this Agreement to the satisfaction of the CITY, or other similar cause, 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. However, no allowance shall be included for termination expenses. In the event of such termination for cause, the FIRM shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date; however, FIRM shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date. All work accomplished by FIRM prior to the Termination Date shall be documented. In the event the project is terminated for cause pursuant to this Article, the FIRM shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the FIRM's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the CITY. Notwithstanding the above or any section herein to the contrary, FIRM shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by FIRM.

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

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XI. <u>INSURANCE</u>

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

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

XVI. EQUAL EMPLOYMENT

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

- A. Not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, handicap, or national origin. 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 good faith effort toward the utilization of City certified Women/ Minority Business Enterprise (W/MBE) and Small Local Business Enterprise (SLBE) subconsultants or suppliers.
 - B. The CITY shall make available a list of Certified W/MBEs and 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.

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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 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.

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

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

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

State Single Audit: Each 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 an 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

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

XXIX. BUDGET APPROPRIATIONS

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

XXX. SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, prohibits agencies or local governmental entities from contracting 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 Statues, 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 Statues, 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 either 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 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. <u>Data Collection</u>. 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. <u>Access.</u> 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;

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- 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.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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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:				
	G-A-I Consultants, Inc.				
	Ву:				
	Print Name:				
	Title: □ Pres □ Exec/Sr Vice Pres □ CEO □ Gen Partner				
	\square Mgr (Mgr-Mgd LLC) \square 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.				
	Use entity Ch 471/481/489 license no; use individual's <u>only</u> if applicable.				
	[SEAL]				
ATTEST:	CITY:				
	City of Tampa, Florida				
By:	By:				
City Clerk/Deputy City Clerk	Jane Castor, Mayor				
[SEAL]	APPROVED AS TO FORM:				
	Justin R. Vaske, Assistant City Attorney				



Planning | Urban Design Landscape Architecture Economics | Real Estate Exhibit A

RFQ 19-D-00054

East Tampa Community Redevelopment Area Strategic Action Plan Update Scope of Services

Project Understanding

The East Tampa Community Redevelopment Area (CRA) Strategic Action Plan (SAP) was created November 12, 2009. This effort is to update that plan and keep the original enabling documents, while looking forward at new opportunities and community objectives for the future. Specifically, this Scope of Services will be a targeted 5-year plan, with incremental annual goals, as well as other guiding ideas which may extend beyond the 5-year time horizon.

The project will include input and coordination with the City Staff, the East Tampa Community Revitalization Partnership (CRP), which reports up to the East Tampa Community Advisory Committee (CAC), which reports to the CRA Board for plan approval. We also understand that this project will include significant public involvement and input through neighborhood meetings and other stakeholder interactions.

This Scope of Service shall include the following the activities and deliverables:

- Community Engagement
- Planning / Project Development
- Economic Development
- Infrastructure / Public Services
- Housing
- Final Report / Action Plan

Our GAI Community Solutions Group (Consultant) shall address each of these topics through a broad 3-step approach that will begin with documenting technical and anecdotal (community input) information that leads to Guiding Principles and Objectives, ultimately delivering the East Tampa CRA SAP Update.

Scope of Services

Based on our understanding of the project requirements and criteria provided to date by the City and Client, CSG will perform the following Scope of Services:

Part 1: Project Initiation

1. Core Team + Kickoff and Site Tour - The kickoff shall be an internal Core Team workshop to confirm our approach to the project. (We anticipate the 'Core Team' to include the City Project Manager, CRA Director, City Communications Point of Contact and other department leaders as identified by the City who will assist in guiding the project, along with the primary staff of the entire consultant team). The following points will be established:

GAI Consultants, Inc. 618 E. South Street Suite 700 Orlando, Florida 32801

T 407.423.8398 gaiconsultants.com

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- **a.** Management approach for the project, focusing on key people, schedule, data gathering and other logistics.
- b. Key planning objectives, current/immediate development activities and other factors requiring special consideration, including an overview group of meetings with the various City departments relevant to this project.
- **c.** Hierarchy of Public Involvement, including internal and external committees, key stakeholders, or others we are likely to meet.
- **d.** Preliminary Focus Areas (6 are estimated) will be identified for potential small area planning.
- **e.** Site tour and discussions; tour the sites with the Core Team to talk about specific issues and opportunities across the ETCRA area.
- 2. Set up Communication Platform The City and Consultant will discuss the approach for the development and implementation of the communications platform for the project.
 - a. Development of project 'brand' and/or logo,
 - b. Email or telephone distribution lists,
 - c. Online social media resources, including project website,
 - d. Local outreach program and local media plan,
 - e. Public Advertising of Community Engagement Activities.

The Consultant will coordinate with the City's Marketing and Communications Director and the City's ADA Coordinator.

The Consultant shall develop, implement, manage and maintain an online website presence as a way of documenting key observations, programmatic ideas and supplemental on-line public input alternatives regarding the Study Area. The City and Consultant shall develop specific online discussion topics and community input questionnaires. The Consultant shall maintain and update the on-line website tools during the entire course of the project. The Consultant shall coordinate with the City to ensure compliance with public records laws relating to social media and that all information and comments gathered on any project website or social media will be recorded for future public record.

- 3. ETCRP and CAC introductory meetings. The consultant shall meet with the ETCRP and CAC at their regular meeting to introduce the team, review the overall approach and process for comment. We will also complete a brief exercise to validate Goals and identify top issues for Committee Members. Following these meetings and any suggested refinement of approach, our team will prepare for the public Kickoff Event.
- **4. Coordination Meetings –** The consultant shall plan for meetings and coordination with the City Project Manager, and additional client focus

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meetings (12 are generally budgeted) to address the ongoing management and coordination of the project.

Deliverables: Project Schedule, Communications Approach + Products (as noted in paragraph 2 above), Meeting Notes and ETCAC/ETCRP findings in PDF format.

Part 2: Discovery and Due Diligence

- 1. Public Input and Anecdotal Due Diligence shall include:
 - a. Public Kickoff Event The consultant shall conduct a public kickoff event to introduce the project to the public, build interest in the community, describe the process / schedule and solicit input from participants.
 - b. Community Walking Audits Following the Kickoff Event, the consultant shall conduct community 'walking audit' public participation exercises for each of (10) identified neighborhood areas. The public will be invited to attend a guided walking tour followed by public meeting to discuss the character and desired development program for the subject area. The total time for each walk/meeting is estimated to be 2 hours.
 - c. Stakeholder Meetings The consultant shall attend up to 10 Stakeholder meetings as identified by the City at the initial kickoff meeting. The meetings are anticipated to last 1 hour each over a 2day period. The meetings may include an individual(s) or small groups (5-6 people) that may represent a given key constituency such as business groups, service providers or other leaders.
 - d. 'Kids eye view' The consultant will facilitate one meeting with local school children at a site to be determined and approved by the City. This could be at a community center, part of an after-school program or during school hours with a selected group of students. Purpose will be to obtain a sample of perspectives about the East Tampa neighborhoods from youth. We will also provide a perspective on our careers and the community planning field. A questionnaire will be available online for all students to respond to.
 - e. Website Maintenance The consultant will maintain and update materials from the work and community discussion on the project website.

Deliverables: Meeting documentation and Notes as appropriate. The information gathered from these meetings will be used to keep a maintained 'contacts log', as well as develop Community Based Themes to organize the input for review by the public. Products will be provided in PDF format.

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- 2. Technical Due Diligence and Analysis study shall include a consultant review of ETCRA, including a prepared technical report that summarizes the following study section topics:
 - a. Planning and Urban Form review of the existing comprehensive plan future land use, zoning regulatory format related to the general community / urban form within the CRA Limits as well as an Opportunities and Constraints Map including:
 - i. Proposed City capital projects,
 - ii. Known private sector initiatives,
 - iii. Potential incubator areas
 - iv. City-owned properties, including large retention pond areas,
 - v. Other governmental initiatives such as 34th Street Roadway Enhancements
 - vi. Potential sites eligible for CRA action including property acquisition
 - vii. Other relevant parcels or projects that surface during course of the study.

b. Economic Development and Opportunities Technical Report

- Demographic/Economic Analysis demographic 'benchmarking' data and will be collected and analyzed, along with other economic information and projections. Information will be gathered from state and local sources to determine nuances/niches in market characteristics that may not be readily apparent.
- ii. Market Analysis analyzing the various market segments impacting East Tampa that could conceivably contribute to supportable development in the subject area. The following market components will be reviewed: Residential, Retail, Commercial, Industrial. The Market Analysis will be used to quantify need or supportable development for each development type.
- iii. Tax Increment Financing (TIF) Projections the consultant shall develop a non-proprietary TIF projection model that will calculate projected increment growth associated with property value increases associated with market driven escalations, as well as property improvements occurring through redevelopment.
- c. Infrastructure and Public Services reviewing the adequacy and general sufficiency of infrastructure in the CRA. Baseline review shall include the adopted levels of service in the City Comprehensive Plan, as well as interviews with City Department officials regarding existing issues and planned improvements. Reviews shall be completed at an

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overview level using available data. (Detailed analysis or field modelling will be completed as an additional service):

- i. Roadways: Annotated, GIS based map categorizing roadways listed in the East Tampa Community Redevelopment Plan by City, County, and FDOT jurisdiction. Review shall include Level of Service, Right of Way (typical section), Bike, Ped and Transit facilities and other general character description. Opportunities for immediate, 1-year Action projects will be noted consistent with the CRA objectives. The roadways to be evaluated include: Columbus, Dr. Martin Luther King, Jr. Boulevard, Hillsborough Avenue, Nebraska Avenue, and: 15th, 22nd, 29th, 34th, 40th and 50th streets.
- ii Stormwater City-owned retention areas will be analyzed specifically to determine potential upgrades, improvements and compatible development. Additionally, stormwater consolidation or environmental / recreation enhancements will be examined as potential neighborhood opportunities.
- iii. Parks and Recreation shall evaluate the existing and proposed Parks and Recreation program based upon current and projected population projections by age group, City of Tampa Comprehensive Plan adopted LOS for pocket parks, neighborhood parks, community parks and regional parks and special programs in the ETCRA conducted by Tampa Parks and Recreation.
- iv. Public Safety In collaboration with Tampa Police Department ("TPD"), we will identify areas with higher than average incidences of criminal activity with a summary of recommended TPD strategies and initiatives to help address public safety and security threats by addressing lighting and other safety-related devices or programs to include but not limited to Crime Prevention Through Environmental Design ("CPTED").
- d. Housing review housing issues for Condition, Ownership, Pricing (attainability) and Code Violations / Delinquencies based upon publicly available data sources provided by City Code Enforcement and Windshield Survey. Ownership patterns will be analyzed by geographic area (NE, NW, SE, SW). Pricing attainability will be evaluated considering the greater Tampa market. Code violations and tax delinquencies will be cross-referenced with housing stock in poor condition. In cooperation with the City's Neighborhood Enhancement Division and Environmental Crimes Detective, mapping of ETCRA locations cited for City Code violations within the past five years, specifying the types of violations and remediation as applicable.

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Deliverables: Technical memoranda, urban form map diagrams and economic development trends as appropriate to describe the findings of each study section in a bookmarked PDF format.

3. Analysis and Synthesis – The consultant shall present a summary of findings to the City Staff team for review and positioning with the ETCAC and ETCRP in order to present to the Public. Information will be provided in an 'Issues and Opportunities' workbook that summarizes community input and technical analysis and frames Guiding Principles which will form Strategic Initiatives. These Principles and Strategies may be the same as those of the 2009 plan, or may reposition certain ideas, or develop new key ideas. Details will be refined following the meeting and presented in the Strategic Plan Update.

Deliverables: We will consolidate all Discovery information into an 'Issues and Opportunities + Community Based Themes' interim report (workbook style) which will summarize our work to date and present the Community Themes. The document will be presented in person, highlighting findings to date to the City for review and comment.

Part 3: Strategic Action Plan Development

- 1. On-Site Design Studio Following the review and comment on the 'Issues + Opportunities' workbook, the consultant shall prepare for a 3-day, on-site design studio workshop. The workshop will be in a community facility selected by the City. The purpose of the on-site studio will be to foster a highly collaborative approach to initial Strategic Initiatives, concept design and implementation ideas exploration.
 - a. Day 1 Public Presentation the consultant shall present the findings of the Issues and Opportunities Workbook and Preliminary Strategic Initiatives to the public for review and response through the ETCRP/CAC meeting process. The purpose will be to communicate what our team has heard from the public and what we have learned in our technical review and suggest Guiding Principles and corresponding topline Strategic Initiatives. The goal will be to validate and refine the work to date and generate mission statements and 'starter ideas' for the Strategic Initiatives.
 - **b.** Day 2 and 3 Studio Work Session: The consultant shall work onsite to develop Strategic Initiatives and preliminary ideas for Actions that may be considered for the plan. This will touch upon items identified through the public input, and specific opportunities identified as a result of the Technical Due Diligence sections noted in Part 2.2 (a through d).

The approach may also include 5-6 'catalytic sites' or initiatives that link identified market or public investment opportunities with specific

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sites, areas or partners to create leveraged outcomes. The consultant shall meet with required stakeholders as necessary during the week to questions / review ideas. The consultant shall schedule one public open house session (approximately 2 hours) to review progress.

- **c.** Day 3 Evening Synthesis and Strategic Presentation to CEC and CRC. This will include the Strategic Framework, initial ideas including catalytic sites that will inform the plan.
- 2. Preliminary CRA Strategy + Catalyst Plans Based on response and direction from the Design Studio meetings, the consultant will review, refine and develop the planning work, including demonstration of ideas through the Strategic Initiatives. This may include: catalytic sites, written programs, design drawings, diagrams and other example imagery. Specifically, the plan will address Inventory, Analysis and Strategic Actions for:

a. Planning and Urban Form -

- i. Urban Framework and Land Use Diagrams
- ii. Catalyst Sites Planning & Graphic Representation

b. Economic Analysis

- i. Demographics
- ii. Market Analysis
- iii. Supportable Uses
- iv. TIF Projection Model and Alternative outcome 'test cases' on identified Catalyst Sites.
- c. Public Infrastructure Strategic Opportunities (prioritized)
 - i. Roadways
 - ii. Stormwater
 - iii. Parks and Recreation
 - iv. Public Safety
 - v. Other Infrastructure
- d. Private and Partnered Strategic Opportunities (prioritized)
 - i. Housing Investment / Assistance Programs
 - ii. Commercial Services
 - iii. Employment Based Development
 - iv. Job Training Assistance
 - v. Packaged Incentive Programs (financial and land)

e. Funding and Financial Plan

- i. TIF Projections
- ii. East Tampa CRA 5-year budget

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- Opportunities for Grants, Sponsorships, Leveraging or other Techniques.
- iv. Prioritized Projects (based on CRA Goals, Community Input, Funding Availability and Impact Potential)

Deliverable – Plan Report as a color, formatted document with narrative and graphic descriptions. The Plan will also provide a summary of the process, including professional photography documenting community engagement. Plan will be provided as a draft for review and comment.

3. DRAFT SAP Update Review – The consultant shall provide a minimum of three (3) reviews of the proposed SAP Update Plan to City Staff prior to presenting the plan SAP Update Plan to the ETCRP, ETCAC and CRA Board. We will refine the plan (1) time based on Consolidated Staff, CRP and CEC comments.

Deliverable - PowerPoint Presentation summarizing Preliminary Planning, Technical Workbooks / Memoranda summarizing the strategic direction of the plan.

- 4. Final Master Plan The consultant shall produce a final version of the East Tampa CRA Strategic Update Master Plan as a color document suitable for printing, transmittal and posting (as appropriate) on web based / social media outlets. The consultant shall conduct one final public meeting format presentation of the plan and actions.
- 5. Council Briefings and Final Adoption The Consultant shall present the plan at an appropriate juncture in Draft Form to the CRA Board, followed by Presentation for Adoption as appropriate. The objective is to achieve approval for the plan, as well as for a specific list of implementable early phase project improvements.

Deliverable – Color Report document, formatted in InDesign, with narrative and graphics outlining the products defined in Parts 1 through 3 as a PDF file suitable for transmittal and reprinting by City. Root word text files jpg images of graphics will also be provided. 24 bound, color hard copies and corresponding Digital PDF files will be made available.

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Schedule

The consultant shall begin work upon receipt of Notice to Proceed (NTP). GAI will endeavor to complete its Scope of Services and deliver the final project deliverable within twelve (12) months from Notice to Proceed (including final presentations and adoptions), subject to excused delay occasioned by factors beyond GAI's reasonable control, and according to agreed upon time periods for City review and comment.

Part 1 – Project Initiation, Communications and Coordination: ~60 Days

Part 2 – Discovery + Due Diligence (Issues and Opportunities): ~90 Days

Part 3 – Design Studio + Strategic Master Plan Development: ~120-150 Days

The CAC meets the 1st Tuesday of each month and the CRP meets the 2nd Tuesday of each month. The CRA Board also meets monthly. We anticipate working collaboratively with the City CRA Staff to finalize and maintain our schedule according to the needs of these groups, however, we understand that there will be regular check-ins with each of these groups for input and progress updates.

Compensation

The total compensation cost for this Scope of Services is \$328,000.00 to be paid on a Not to Exceed basis including budgets for Direct Expenses (travel costs, hotel, food, reprographics, etc.) and professional photography. Fees include subconsultants.

This is broken out as follows:

Part 1 – Project Initiation, Communications and Coordination: \$48,000.00

Part 2 – Discovery + Due Diligence (Issues and Opportunities): \$165,000.00

Part 3 – Design Studio + Strategic Master Plan Development: \$85,000.00

Subtotal Professional Consulting Team Fee: \$298,000.00

Direct Expenses Budget \$15,000.00

Professional Photographer Budget \$15,000.00

100% of any unused portions of monies designated as 'Direct Expense' or 'Professional Photographer' budgets shall be credited back to the City. The ETCRA Manager may reallocate funds among subtasks and activities within this scope of services so long as the reallocation does not result in a change to the scope or total compensation.

Payment

Invoices will be submitted monthly based on progress with the tasks as described in the Scope of Service.

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Additional Services

The following items are some services that may be provided as Additional Services:

- On-site meetings in addition to those specifically identified in the above scope of services;
- Implementation-level design and engineering;
- Implementation-level planning and regulatory modifications.

Assumptions and Understandings

GAI's Scope of Services, Schedule, and Compensation as set forth above have been prepared on the basis of the following assumptions and understandings:

- The City shall secure location accommodations, reservations, setup and notifications for all public meetings and workshops. The consultant will provide presentation materials, sign-in sheets, summary meeting notes. The Consultant and City will collaborate to involve the Neighborhood Services Division and other relevant City Departments as appropriate.
- The City represents that they have not performed environmental investigation and no investigation is required for this assignment.
- Access to the City public project site(s) or other City public land upon which GAI is to conduct any field work will be made available to the consultant personnel in a timely manner.
- 4. The City shall be responsible for publicly noticing advertising all public workshops and for securing adequate locations, preferably within the City Limits and in coordination with the City's Marketing and Communications Director.
- 5. The City will provide all its requirements for this scope of services and all criteria and/or specifications that the consultant should utilize at the time this Proposal is authorized. This includes all its requirements for any statement of professional opinion or certification.
- 6. The City will provide all available information pertinent to GAI's scope of services, including previous reports/drawings; utility information; topo information, transportation data, housing, public safety, demographics, budgets, etc. at the time this Proposal is authorized. Unless otherwise noted, the consultant may rely upon such information.
- 7. The City agrees to provide the consultant prompt notice whenever it observes or otherwise becomes aware of any development that affects the scope or timing of the consultant's performance.

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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.: 1	9-D-00054	Contract N	lame: Eas	st Tampa (CRA Strate	ic Action Pl	lan Update	9	
Company Name:	3-A-I Cons	ultants, Inc	Add	ress: 61	8 South Str	eet, Suite 7	00, Orland	do Florida 3280	01
Federal ID:25-126	1099 Pho	ne: 407-42	3-8398	Fa	ax: 407-8	43-1070 E	mail: p.	sechler@gaico	onsultants.com
Check applicable [] No Firms were [] No Firms were	e contacte	d or solicit	ed for thi			are on pag	ge 2 of 4.		
[x] See attached Note: Form MBD									ly to this form)
NIGP Code Categories: B	uildings = 909,	General = 912.	Heavy = 913	Trades = 914	Architects = 906	Engineer 8 9	Sugrayam = 02i	Supplier = 012 77	

S = SLBE W=WMBE O = Neither	Company Name Address	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic	Trade or Services	Contact Method L=Letter	Quote or Response
Federal ID	Phone, Fax, Email	AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	NIGP Code (listed above)	F=Fax E=Email P=Phone	Received Y/N
0	Fred Hearns Tours LLC	511	040	500	· ·
27942065	4700 Cove Circle, Unit 208, St Petersburg, Florida 33708 816-545-3183 fhearns@netzero.net	BM	918	E&P	Y
WMBE SBE	Kerrick Williams Photography LLC 811 Hickory Glen Drive Seffner Florida 33584 Direct Cell 404-966-8145 Fax: 866-571-	BF & BM	918	E&P	Y
27-2468473	7149 Email: kerrick@KerrickWilliams.com				
MBE	Ariel Business Group, Inc 3706 W McKay Avenue, Suite B	BM	918	E&P	Y
59-3359574	Tampa, Florida 33609-4513	DIVI	310	Lar	1
MBE	Element Engineering Group, Inc 1713 E 9th Avenue, Tampa, FI 33605	BM	925	E&P	Y
56-2565488	813-386-2101 (ph) 813-386-2106 (fx) dgil@elementeg.com	DIVI	925	EXP	

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.

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

Signed:



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)

Check applic x] See atta Note: Form] No Subce] No Firms	rable box(es). Detailed Instructions for completing this ached list of additional Firms Utilized and all supplem MBD-20 must list ALL subcontractors To-Be-Utilized include ontracting/consulting (of any kind) will be performed are listed to be utilized because: Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Included the performance of the perform	emental information in Non-minority/smaled on this contract Architects = 906, Engineer	4 of 4. on (List must businesses t. s & Surveyors = 9	st comply to	to this form
S = SLBE W=WMBE O =Neither Federal ID	nter "S" for firms Certified as Small Local Business Enterprises, "W" for firms Cert 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	*O" for Other Nor \$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
O 27942065	Fred Hearns Tours LLC 4700 Cove Circle, Unit 208, St Petersburg, Florida 33708 816-545-3183 fhearns@netzero.net	ВМ	918	\$16,000.00 Lump Sum	4.8%
WMBE SBE 27-2468473	Kerrick Williams Photography LLC 811 Hickory Glen Drive Seffner Florida 33584 Direct Cell 404-966-8145 Fax: 866-571-7149 Email: kerrick@KerrickWilliams.com	BF & BM	918	\$15,000 Hourly NTE	4.5%
MBE 59-3359574	Ariel Business Group, Inc 3706 W McKay Avenue, Suite B Tampa, Florida 33609-4513	ВМ	918	\$36,250 Lump Sum	11.0%
MBE 66-2565488	Element Engineering Group, Inc 1713 E 9th Avenue, Tampa, Fi 33605 813-386-2101 (ph) 813-386-2106 (fx) dgil@elementeg.com	ВМ	925	\$49,801 Lump sum	15.1%
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Forms must be included with Bid / Proposal