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RESOLUTION NO. 2021 - 224

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF $116,944.97 BETWEEN THE CITY OF TAMPA AND ALLSTATE CONSTRUCTION, INC., IN CONNECTION WITH CONTRACT 21-C-00006; NEW TAMPA COMMUNITY PARK INCLUSIVE PLAYGROUND DESIGN-BUILD; AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE

WHEREAS, via the competitive selection process in accordance with Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act and consistent with Federal procurement policies, as applicable, the City of Tampa ("City") selected Allstate Construction, Inc., ("Design Builder") to provide professional services in connection with Contract 21-C-00006; New Tampa Community Park Inclusive Playground Design-Build, ("Project") as detailed in the Agreement for Consultant Services ("Agreement"); and

WHEREAS, the City desires to enter into an agreement with the Design-Builder 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 Allstate Construction, Inc., in connection with Contract 21-C-00006; New Tampa Community Park Inclusive Playground Design-Build as detailed in said Agreement, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in substantially similar form.

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

Section 3. Approval of this Agreement provides for professional design-build services in the amount of $116,944.97 for the New Tampa Inclusive Playground project from within the Community Investment Program 5 (FY17-FY21) Capital Project 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 MAR 1 8 2021

ATTEST: Shirley Gee-Knowles

CITY CLERK/~~DEPUTY CITY CLERK~~

CHAIRMAN\~~CHAIRMAN PRO-TEM~~ CITY COUNCIL

PREPARED AND APPROVED AS TO
LEGAL SUFFICIENCY BY:

ASSISTANT CITY ATTORNEY

PW21-67429

AGREEMENT FOR DESIGN-BUILD INITIAL SERVICES

THIS AGREEMENT, made and entered into at Tampa, Florida, this _____ day of _____, 2021, by and between the City of Tampa, a municipal corporation of the State of Florida, hereinafter referred to as "City", and the following entity authorized to do business in the State of Florida: Allstate Construction, Inc., hereinafter referred to as "Firm", with a FEIN of 59-2623996.

WITNESSETH:

WHEREAS, the City desires to engage the Firm to perform certain services pertinent to such work which shall be referred to as Contract 21-C-00006; New Tampa Community Park Inclusive Playground - DB "Project" in accordance with this Agreement; and

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

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

I. GENERAL SCOPE OF THIS AGREEMENT

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

B. Any additional services to be provided by the Firm shall be set out in detail by subsequent Agreement.

C. The Guaranteed Maximum Price proposal to be prepared and provided by the Firm in accordance with this Agreement shall be used as a basis for negotiating the future Agreement for Construction Services. A Design-Build Fee not to exceed eight percent (8%) shall be used in the calculation of the Total Project Cost.

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

II. DATA AND SERVICES TO BE PROVIDED BY THE CITY

The City shall provide:

A. Available plans and specifications of existing construction.

B. Ground topography.

III. PERIOD OF SERVICE

A. The Firm shall begin work promptly after receipt of a fully executed copy of the Agreement. All work shall be completed within 164 days after issuance of the Notice to Proceed.

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

IV. GENERAL CONSIDERATIONS

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

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

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

V. COMPENSATION

The City shall compensate the Firm for the Initial Design-Build services performed under this Agreement in the amount of $116,944.97 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 on work under this Agreement. The Firm further certifies that all of its employees assigned to serve the City have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Firm who, in the opinion of the City, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the certain professional engineering services under this Agreement.

IX. SUSPENSION, CANCELLATION OR ABANDONMENT

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

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

Upon suspension, cancellation or abandonment of the Project by the City, the Firm shall immediately cease work, deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the Firm's services under this Agreement, and shall be compensated for its services rendered up to the time of such suspension, cancellation or abandonment on a quantum meruit basis; and theRev. 09-02-20jg City shall have no further financial obligation to the Firm.

X. TERMINATION

A. Termination for Cause.

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

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

B. Termination for Convenience.

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

XI. INSURANCE

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

XII. INTERESTS OF MEMBERS OF THE CITY

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

XIII. INTEREST OF THE FIRM

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

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

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

XIV. COMPLIANCE WITH LAWS

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

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

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

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

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

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

rates and other factual unit costs and that such original Agreement adjustments shall be made within one (1) year following the end of the Agreement.

XV. ASSIGNABILITY

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

XVI. EQUAL EMPLOYMENT

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

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

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

XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM

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

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

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

D. The Firm shall report to the City its subcontractors/subFirms/suppliers solicited or utilized as required by **Exhibit D**.

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

XVIII. CODE OF ETHICS

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

XIX. NEGATION OF AGENT OR EMPLOYEE STATUS

Firm shall perform this Agreement as an independent Firm and nothing contained herein shall in any way be construed to constitute Firm or the assistants of Firm to be representative, agent, subagent, or employee of City or

any political subdivision of the State of Florida. Firm certifies Firm's understanding that City is not required to withhold any federal income tax, social security tax, state and local tax, to secure worker's compensation insurance or employer's liability insurance of any kind or to take any other action with respect to the insurance or taxes of Firm and assistants of Firm.

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

XX. SEVERABILITY

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

XXI. CHOICE OF LAW

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

XXII. DESIGNATION OF FORUM

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

XXIII. AUTHORIZATION

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

XXIV. ENTIRE AGREEMENT

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

XXV. INDEMNIFICATION

To the fullest extent permitted by law, Firm shall indemnify and hold harmless City from liabilities, damages, losses and costs, including reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Firm and persons employed or utilized by Firm in its performance hereunder.
The Firm shall not be required to defend, indemnify or hold harmless the City for any acts, omissions, or negligence of the City, the City's employees, agents, or separate contractors.

XXVI. ESTOPPEL/WAIVER

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

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

XXVII. AUDIT REQUIREMENTS.

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

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

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

State Single Audit: Each nonstate entity shall comply with all applicable requirements of section 215.97, F.S., and Audit Requirements. A State single audit is required if an nonstate entity expends $750,000 or more of State financial assistance in any fiscal year of such nonstate entity in accordance with the requirements of the Florida Single Audit Act.

XXVIII. DEFAULT

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 this Agreement, failure to comply with the audit requirements as provided herein, or failure to expend Grant Funds in a timely or proper manner. A cancellation for default pursuant to this Article shall not impair or limit the City's remedy for the Firm's breach of warranty to the extent of work performed, not for errors or omissions in the professional engineering services prior to cancellation.

XXIX. BUDGET APPROPRIATIONS

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

XXX. SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, prohibits agencies or local governmental entities from contracting for goods or services of any amount with companies that are on the Scrutinized Companies that Boycott Israel List or are

engaged in a boycott of Israel, and of $1 million or more with companies that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. Specifically, Section 287.135(2), Florida Statutes, states: "A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of: (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company: 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or 2. Is engaged in business operations in Cuba or Syria."
Upon submitting its bid or proposal, a bidder/proposer: (i) certifies the company is not in violation of Section 287.135, Florida Statutes, and shall not be in violation at the time the company enters into or renews any resulting contract; and (ii) agrees any such resulting contract shall be deemed to contain a provision that allows the City, at its option, to terminate such contract for cause if the company is found to have submitted a false certification, been placed on one or any of the foregoing Lists, been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria.

XXXI. PUBLIC RECORDS

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

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

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

1. FIRM shall keep and maintain public records required by the CITY to perform the services under this Agreement;

2. Upon request by the CITY, provide the CITY with copies of the requested records, having redacted records in total on in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the CITY) on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

3. Ensure that records, in part or in total, that are exempt or that are confidential and exempt from disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion (or earlier termination) of the Agreement if FIRM does not transfer the records to the CITY;

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

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

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

XXXII. FIRM EMPLOYEES

PURSUANT TO §558.0035, FLORIDA STATUTES, CONSULTANT'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.

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.

ALLSTATE CONSTRUCTION, INC.

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

CITY OF TAMPA, FLORIDA

By: _____
Jane Castor, Mayor (SEAL)

ATTEST:

By: _____
Shirley Foxx-Knowles, City Clerk

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

_____
Assistant City Attorney

Allstate Construction, Inc.

February 22, 2021

City of Tampa

RE: Contract #21-C-00006 EXHIBIT A

Design-Build Project Team:
Allstate Construction, Inc. and Heidt Design, LLC.

Services to be Provided:
Provide design and preconstruction management services for a new Inclusive Playground at New Tampa Community Park.
Preconstruction and Design will consist of three (3) phases:

1. Conceptual Design and Estimate (3 weeks)
2. 60% Design Documents and Estimate (4 weeks + 3 days)
3. 100% Construction and Permitting Documents (7 weeks)
    a. Subcontractor Bidding and GMP Submittal
    b. Submit for Permit

Our Preconstruction & Design Proposal scope includes:

A. Conceptual Hardscape & Landscape Plan

1. A maximum of three (3) initial Concept Plans for the areas outlined below. The concept plans include up to two (2) revisions. These plans will be a combination of hand sketches and computer-generated plans to relate the design intent of the particular areas. The plan will include:

    a. Playground Structure(s)
    b. Shade Structure(s)
    c. Seating/picnic area(s)
    d. Trail Turnaround
    e. Furniture
    f. Fence and gate(s)
    g. Lighting design
    h. Restroom ADA assessment and design
    i. WiFi assessment and design as needed

2. Final construction documents once Client has selected a final concept plan.
    a. A 60% set of Documents will be provided for Owner review/comment and estimating purposes

B. Opinion of Probable Cost

1. The team shall prepare preliminary opinion of probable costs for Heidt Design Conceptual Plans and 60% Design Documents.

C. Hardscape Construction Plans

1. Hardscape construction documents.

2. Final hardscape design from the approved conceptual plans.

3. Hardscape construction documents shall include plans, related details, notes, and specifications.

4. Specify site furnishings. Site furnishings will be included within the hardscape construction plans. Upon final selection by Client, team will prepare any associated details required for installation, if not provided by manufacturer. Details will specify materials, finishes, and colors as necessary. Site furnishings may include benches, drinking fountains, bicycle racks, planters, picnic tables, grills, prefabricated gazebos, playground equipment, playground surfacing, trail fitness equipment, art elements, paver types, and table and chairs.

5. A Structural Engineer shall provide structural engineering support for hardscape details. The fee associated with this task could include perimeter columns, trellis structures, stair and ramp structures, seat walls, and other built structures. Final fee to be determined upon selection of final concept plan.

6. Team will coordinate with a playground manufacturer to select and locate the appropriate playground elements upon final selection by client.

D. Landscape Construction Plans

1. Prepare landscape construction documents.

2. Prepare final landscape design from the approved conceptual plans.

3. Landscape construction documents shall include plans, related details, notes, and on drawings and/or written specifications.

E. Civil Design and Permitting

1. Team shall provide civil design and site construction plans for the Project, including the following:
   a. Existing Conditions and Site Demolition to show erosion control and proposed removal and/or relocation as necessary of structures, sidewalks/asphalt, fencing, and other existing items within the Project limits.
   b. Site layout and geometrical plan.
   c. Grading and Drainage information tying proposed playground development into surrounding existing conditions, and relocate existing storm inlet and associated piping, if necessary. This scope assumes that the receiving stormwater management system has sufficient capacity to accommodate the proposed playground development, and modifications and/or additions to that system are not required.
   d. General Notes and Standard Site Construction Details, as necessary, in addition to those provided by the Landscape Architect.
   e. Civil scope assumes no water, wastewater, and/or reclaim utilities are required.

2. Team shall prepare a grading plan for the playground area. The plan shall include the following:
   a. Spot elevations as necessary to guide construction around the playground perimeter and along the playground surfaces.
   b. Locations and types of yard and/or trench drains to collect water draining over the playground area.
   c. Storm drainage piping to carry water collected in the yard and/or trench drains to adjacent storm sewer system provided on the civil engineer's grading and drainage plans.

3. Team shall provide site permitting services for the Project, as follows:
   a. Prepare application package for revision to Southwest Florida Water Management District (SWFWMD) Environmental Resource Permit (ERP), and submit for review.
   b. Respond to SWFWMD comments as necessary to obtain permit revision approval.
   c. Provide site construction plans and reports/calculations, as necessary, for permitting through City of Tampa by others.
   d. Address comments from City of Tampa and provide revised plans and comment responses for resubmittal to City of Tampa by others.
   e. Prepare and submit a NPDES Notice of Intent to Florida Department of Environmental Protection (FDEP).

F. Coordination Meetings

1. Team shall attend up to four (4) meetings as needed with the client and consultant team. These meetings will be as required by the client to ensure the services are conforming with the client's desires.

2. Team shall attend up to one (1) council meeting as needed as a support system to the client and consultant team.

3. Meetings that are held virtually will not have any fee associated with the meeting for any staff needed to effectively conduct the meeting.

G. Construction Administration will be included in GMP.
I. Construction Plans Review

H. Reimbursable Expenses
1. Team shall include reimbursable expenses with monthly invoicing.

2. Reimbursable expenses may include, but not be limited to, mileage and printing associated with site visits, meetings, and submittals.

3. Reproduction of Construction Plans and large format documents.

4. Survey of existing grades and base CAD drawings

5. Permitting costs NIC in preconstruction phase.
   a. Permitting costs will be included in approved GMP.

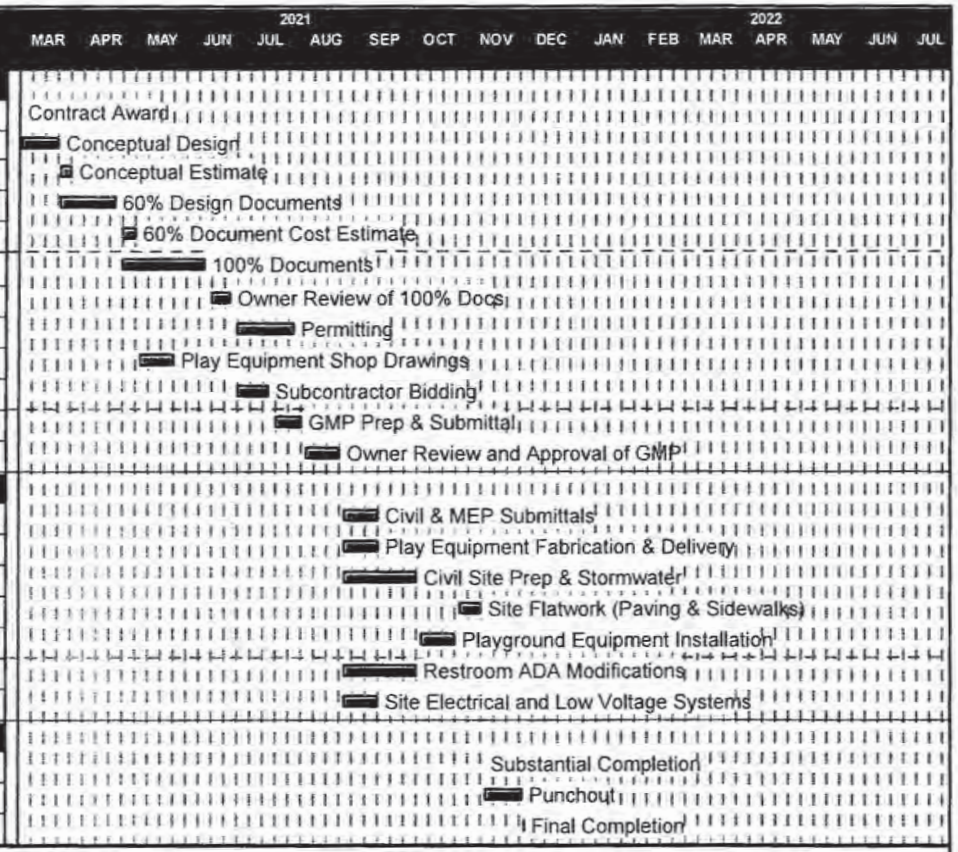
I. Revisions
So that project scheduling and permitting will not be interrupted as the result of Work Order preparation/execution, the following revisions will be performed on an hourly basis at prevailing hourly rates, after verbal authorization by Client, to be followed by written confirmation by Heidt Design.
Revisions covered include:

1. Revisions required by reviewing agencies and as approved by Client, resulting from evolving standards or standards not found in the application technical / regulation manuals at the time of design and not specified in pre-design meetings, or resulting from a reviewing agency not accepting a design element agreed to by Client during the design stage.

Sincerely,

Keith Hendry
Allstate Construction, Inc.

Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish
Preconstruction (Design & Bidding)					
1000	Contract Award	1d	1d	01MAR21	01MAR21
1010	Conceptual Design	15d	15d	02MAR21	22MAR21
1015	Conceptual Estimate	5d	5d	23MAR21	29MAR21
1020	60% Design Documents	24d	24d	23MAR21	23APR21
1025	60% Document Cost Estimate	7d	7d	26APR21	04MAY21
1030	100% Documents	35d	35d	26APR21	11JUN21
1035	Owner Review of 100% Docs	10d	10d	14JUN21	25JUN21
1040	Permitting	25d	25d	28JUN21	30JUL21
1050	Play Equipment Shop Drawings	15d	15d	05MAY21	25MAY21
1070	Subcontractor Bidding	15d	15d	28JUN21	16JUL21
1080	GMP Prep & Submittal	12d	12d	19JUL21	03AUG21
1090	Owner Review and Approval of GMP	15d	15d	04AUG21	24AUG21
Construction Phase					
1060	Civil & MEP Submittals	15d	15d	25AUG21	14SEP21
1100	Play Equipment Fabrication & Delivery	15d	15d	25AUG21	14SEP21
1110	Civil Site Prep & Stormwater	30d	30d	25AUG21	05OCT21
1120	Site Flatwork (Paving & Sidewalks)	10d	10d	27OCT21	09NOV21
1130	Playground Equipment Installation	15d	15d	06OCT21	26OCT21
1140	Restroom ADA Modifications	30d	30d	25AUG21	05OCT21
1150	Site Electrical and Low Voltage Systems	15d	15d	25AUG21	14SEP21
Closeout Phase					
1160	Substantial Completion	1d	1d	10NOV21	10NOV21
1170	Punchout	15d	15d	11NOV21	01DEC21
1180	Final Completion	1d	1d	02DEC21	02DEC21



Start date	01MAR21
Finish date	02DEC21
Data date	01MAR21
Run date	22FEB21
Page number	1A
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Allstate/Heidt
New Tampa Community Inclusive Play

- Early bar
- Progress bar
- Critical bar
- Summary bar
- Start milestone point
- Finish milestone point

Allstate Construction, Inc.

EXHIBIT B -City of Tampa Playground Precon/Design Proposal (5.5 months)

Contract No. 21-C-00006

PHASE 1 - CONCEPTUAL - 21 Calendar Days/ 3 weeks

Allstate Construction, Inc.

Phase 1 - Conceptual

Position	Name	Total Hourly Rate	# of Hours	Total
Senior PM/Project Director	Keith Hendry	$ 104.30	16	$ 1,668.80
Project Manager	Duy Cao	$ 81.95	24	$ 1,966.80
Estimator	Ian Jones/Paul Arnaldo	$ 81.95	8	$ 655.60
Project Superintendent	Barry Westlake	$ 74.50	0	$ -
Project Engineer	Thomas Miller	$ 48.43	8	$ 387.40
Administration Assistant	Natasha Carroll	$ 35.76	4	$ 143.04
Project Accountant	Lora O'Kosky	$ 59.60	2	$ 119.20
			Subtotal	**$ 4,940.84**
Reimburseables				
Senior PM Truck		$ 4.33	16	$ 69.23
PM Truck		$ 4.33	24	$ 103.85
Superintendent Truck		$ 4.33	8	$ 34.62
Senior PM Phone		$ 0.70	16	$ 11.20
PM Phone		$ 0.70		$ -
Superintendent Phone		$ 0.70	24	$ 16.80
Project Engineer Phone		$ 0.70	8	$ 5.60
Mechanical/Electrical/Plumbing Consultant	Voltair Consulting Engineers			$ 5,000.00
Architectural Consultant	Jerel McCants Architects			$ 650.00
Reproductions	TBD			$ 500.00
Surveyor	TBD			$ -
			Subtotal	**$ 6,391.30**

Heidt Design, LLC.

Position		Total Hourly Rate	# of Hours	Total
Administrative Assistant	Orialy Alpizar	$ 85.00	16	$ 1,338.75
Landscape Architect III	Rachel Hendry/Scott Andreasen	$ 150.00	41	$ 6,150.00
Engineer II	Natalie Buden	$ 145.00	32	$ 4,640.00
Project Manager II	Brian Wilkes	$ 170.00	32	$ 5,440.00
Engineer III	Alan Carson	$ 155.00	8	$ 1,240.00
Project Manager II	Michael Tucker/Tim Plate	$ 170.00	0	$ -
Construction Inspector	Steve Barron	$ 140.00	0	$ -
			Subtotal	**$ 18,808.75**
			Phase 1 TOTAL	**$ 30,140.89**

PHASE 2 - 60% Design - 31 Calendar Days/ 4 weeks + 3 days

Allstate Construction, Inc.

Position	Name	Total Hourly Rate	# of Hours	Total
Senior PM/Project Director	Keith Hendry	$ 104.30	16	$ 1,668.80
Project Manager	Duy Cao	$ 81.95	20	$ 1,639.00
Estimator	Ian Jones/Paul Arnaldo	$ 81.95	48	$ 3,933.60
Project Superintendent	Barry Westlake	$ 74.50	0	$ -
Project Engineer	Thomas Miller	$ 48.43	16	$ 774.80
Administration Assistant	Natasha Carroll	$ 35.76	8	$ 286.08
Project Accountant	Lora O'Kosky	$ 59.60	2	$ 119.20
			Subtotal	**$ 8,421.48**
Reimburseables				
Senior PM Truck		$ 4.33	16	$ 69.23
PM Truck		$ 4.33	20	$ 86.54
Superintendent Truck		$ 4.33	0	$ -
Senior PM Phone		$ 0.70	16	$ 11.20
PM Phone		$ 0.70	20	$ 14.00
Superintendent Phone		$ 0.70	0	$ -
Project Engineer Phone		$ 0.70	16	$ 11.20
Mechanical/Electrical/Plumbing Consultant	Voltair Consulting Engineers			$ 6,000.00
Architectural Consultant	Jerel McCants Architects			$ 950.00
Reproductions	TBD			$ 500.00
Surveyor	TBD			$ 4,000.00
			Subtotal	**$ 11,642.17**

Heidt Design, LLC.

Position		Total Hourly Rate	# of Hours	Total
Administrative Assistant	Orialy Alpizar	$ 85.00	17	$ 1,423.75
Landscape Architect III	Rachel Hendry/Scott Andreasen	$ 150.00	62	$ 9,300.00
Engineer II	Natalie Buden	$ 145.00	32	$ 4,640.00
Project Manager II	Brian Wilkes	$ 170.00	32	$ 5,440.00
Engineer III	Alan Carson	$ 155.00	16	$ 2,480.00
Project Manager II	Michael Tucker/Tim Plate	$ 170.00	4	$ 680.00
Construction Inspector	Steve Barron	$ 140.00	8	$ 1,120.00
			Subtotal	**$ 25,083.75**
			Phase 2 TOTAL	**$ 45,147.40**

PHASE 3 - 100% Design/Permitting/GMP - 112 Calendar Days/ 7 weeks

Allstate Construction, Inc.

Position	Name	Total Hourly Rate	# of Hours	Total
Senior PM/Project Director	Keith Hendry	$ 104.30	$ 30.00	$ 3,129.00
Project Manager	Duy Cao	$ 81.95	$ 80.00	$ 6,556.00
Estimator	Ian Jones/Paul Arnaldo	$ 81.95	$ 60.00	$ 4,917.00
Project Superintendent	Barry Westlake	$ 74.50	$ 4.00	$ 298.00
Project Engineer	Thomas Miller	$ 48.43	$ 16.00	$ 774.80
Administration Assistant	Natasha Carroll	$ 35.76	$ 16.00	$ 572.16
Project Accountant	Lora O'Kosky	$ 59.60	$ 2.00	$ 119.20
			Subtotal	**$ 16,366.16**
Reimburseables				
Senior PM Truck		$ 4.33	24	$ 103.85
PM Truck		$ 4.33	80	$ 346.16
Superintendent Truck		$ 4.33	4	$ 17.31
Senior PM Phone		$ 0.70	24	$ 16.80
PM Phone		$ 0.70	32	$ 22.40
Superintendent Phone		$ 0.70	4	$ 2.80
Project Engineer Phone		$ 0.70	16	$ 11.20
Mechanical/Electrical/Plumbing Consultant	Voltair Consulting Engineers			$ 2,000.00
Architectural Consultant	Jerel McCants Architects			$ 1,450.00
Reproductions	TBD			$ 2,500.00
Surveyor	TBD			$ -
			Subtotal	**$ 6,470.52**

Heidt Design, LLC.

Position		Total Hourly Rate	# of Hours	Total
Administrative Assistant	Orialy Alpizar	$ 85.00	$ 8.00	$ 680.00
Landscape Architect III	Rachel Hendry/Scott Andreasen	$ 150.00	$ 40.00	$ 6,000.00
Engineer II	Natalie Buden	$ 145.00	$ 32.00	$ 4,640.00
Project Manager II	Brian Wilkes	$ 170.00	$ 16.00	$ 2,720.00
Engineer III	Alan Carson	$ 155.00	$ 12.00	$ 1,860.00
Project Manager II	Michael Tucker/Tim Plate	$ 170.00	$ 4.00	$ 680.00
Construction Inspector	Steve Barron	$ 140.00	$ 16.00	$ 2,240.00
			Subtotal	**$ 18,820.00**
			Phase 3 TOTAL	**$ 41,656.68**

Total Preconstruction/Design Proposal: $ 116,944.97

Exhibit C

CITY OF TAMPA INSURANCE REQUIREMENTS

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

F. Installation Floater coverage for property (usually highly valued equipment or materials such as compressors, generators, etc.) during its installation. Coverage must be "All Risk" including installation and transit for no less than 100% of the installed replacement cost value. **(IF APPLICABLE)**

G. Architects & Engineers Liability/ Professional Liability (E&O)/ Contractors Professional Liability (CPrL)/ Medical Malpractice Insurance where Agreement involves Florida-regulated professional services (e.g. architect, engineer, design-builder, CM, accountant, appraiser, investment banker medical professional) at any tier, whether employed or independent, vicarious design liability exposure (e.g. construction means & methods, design supervision), value engineering, constructability assessments/reviews, BIM process, and/or performance specifications. Limits of at least $1M per occurrence and $2M aggregate; deletion of design/ build liability exclusions, as applicable, and maintained for at least 3 years after completion of work/services and City's acceptance of same. **(IF APPLICABLE)**

H. Railroad Protective Liability 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

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

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

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

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

M. Garagekeeper/Hangerkeeper/Marina Operator Legal Liability Insurance and/or Hull/P&I Insurance where parking lot, valet, dealership, garage services, towing, etc. and/or operation of a hangar, marina, or air plane/ship repairer, providing safe berth, air/watercraft storage/docking (on land/ in water), fueling, tours, charters, ferries, dredges, tugs, mooring, towing, boat/aircraft equipment/repair/alteration/maintenance, etc.; 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 untenantable, including disruption of utilities, water, or telecommunications. **(IF APPLICABLE)**

0. 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

ACCEPTABILTIY 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.

ADDITONAL 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.

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

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

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

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

Exhibit D

Tampa's Equal Business Opportunity Program Procedures for GMP Contracts

- The City of Tampa's Equal Business Opportunity Program (EBO) requires setting a construction subcontract goal on each GMP under the CM /or D-Build delivery system.

- Prior to the time construction subcontract goals are set, the Construction Manager (CM) or the Design-Builder (D-B) provides information on subcontract packages planned for the construction phase(s) and their sequencing.
  (Ref: use **Detailed GMP Estimate and MBD Form-80 PTW)**

- The CM (or D-B) participates in a meeting wherein the City will establish narrowly-tailored project goals for SLBE and/or W/MBE subcontractor participation on the project.
  (Ref: use **MBD Form-70)**

- For each subcontracting package to be bid, the CM (or D-B) confirms with the MBD Office, the City's minimum contact list of available SLBE and/or W/MBE firms to be solicited. Note: strategic, extensive outreach is the CM/DB's responsibility (i.e. GFECP)
  (Ref: use **Minimum Contact List provided w/final Project EBO Determination Goal)**

- The CM (or D-B) documents the notification of **all** potential subcontractors, including the SLBE or W/MBE firms identified above, i.e. minimum contact list of certified firms.
  (Ref: use **DMI 10-20 for construction phase Solicitation/Utilization outcomes)**

- The CM (or D-B) receives, opens, and tabulates subcontract bid results. The City, including representatives of the managing department and the MBD Office, may be present for the bid openings or to review the bids submitted.
  (Ref: use **MBD Form-50 GFECP outreach w/documentation)**

- The CM (or D-B) provides to the City, a tabulation of all bids received and its determination of the lowest responsive/responsible bidder. If bids received exceed contracted Guaranteed Maximum Price, CM (or D-B) advises City as to how they will proceed. If re-bidding is selected, notification at least equal to the original solicitation will occur. **(Ref: Reaffirm EBO Outreach)**

- As all subcontracts are executed, final copies are provided to the City. Where participation is achieved via sub-subcontractors and/or suppliers, the CM (or D-B) provides the City and MBD with copy of executed agreement or purchase order as documentation. **(Ref:** use **MBD Form-40 LOIs execute "Letters-of-Intent")**

- During construction, monitoring activities may including but may not be limited to, subcontractor payment reports to be submitted with pay requests, prior approval by the MBD Office and the managing departments, of any replacement of SLBE or W/MBE subcontractors, and a report of final amounts paid to all subcontractors.
  (Ref: use **#1-DMI 30 Form w/Pay Applications; #2-Prime & Subs must log into Diversity Mgt. Compliance System to report payment activity)**

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.: 21-C-00006 Contract Name: New Tampa Community Park Inclusive Playground Design-Build
Company Name: Allstate Construction, Inc. Address: 4509 N Nebraska Ave. Tampa, FL 33603
Federal ID: 592623996 Phone: (813) 231-2525 Fax: (813) 239-3794 Email: khendry@allstateconstruction.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:

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

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

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

S = SLBE W=WMBE O = Neither Federal ID	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
O 264799824	**Heidt Design** **Contact: Rachel Hendry** 5904 Hampton Oak Parkway, Suite A, Tampa, FL 33610 Ph: (813) 253-5311 Fax: (813) 253-5311 Email: rhendry@heidtdeisgn.com	CM	906, 925	P	Y
W (MBE) 204452969	**VoltAir, Inc.** **Contact: William Beard** 6005 Benjamin Road, Suite A Tampa, FL 33634 Ph: (813) 867-4899 Fax: (813) 867-4566 Email: wbeard@voltairinc.com	BM	925	P	Y
W (MBE) 271558886	**Jerel McCants Architecture, Inc.** **Contact: Jerel McCants** 1726 E. 7th Ave., Suite 11 Tampa, FL 33605 Ph: (813) 812-9120 Fax: N/A Email: jerel@jmccants.com	BM	925	P	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: Keith Hendry/Area Manager Date: 2/22/21

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

MBD 10 rev./effective 02/2016

Exhibit D

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.: 21-C-00006 Contract Name: New Tampa Community Park Inclusive Playground Design-Build
Company Name: Allstate Construction, Inc. Address: 4509 N Nebraska Ave. Tampa, FL 33603
Federal ID: 592623996 Phone: (813) 231-2525 Fax: (813) 239-3794 Email: khendry@allstateconstruction.com

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

[ ] See attached list of additional Firms Utilized and all supplemental information (List must comply to this form)
Note: Form MBD-20 must list ALL subcontractors To-Be-Utilized including Non-minority/small businesses

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

[ ] No Firms are listed to be utilized because: _____

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

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

S = SLBE W=WMBE O =Neither / Federal ID	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
O / 264799824	**Heidt Design** **Contact: Rachel Hendry** 5904 Hampton Oak Parkway, Suite A, Tampa, FL 33610 Ph: (813) 253-5311 Fax: (813) 253-5311 Email: rhendry@heidtdesgn.com	CM	906, 925	$62,712.50	53.6%
W (MBE) / 204452969	**VoltAir, Inc.** **Contact: William Beard** 6005 Benjamin Road, Suite A Tampa, FL 33634 Ph: (813) 867-4899 Fax: (813) 867-4566 Email: wbeard@voltairinc.com	BM	925	$13,000.00	11.1%
W (MBE) / 271558886	**Jerel McCants Architecture, Inc.** **Contact: Jerel McCants** 1726 E. 7th Ave., Suite 11 Tampa, FL 33605 Ph: (813) 812-9120 Fax: N/A Email: jerel@jmccants.com	BM	925	$3050.00	2.6%

Must 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 $ 78,762.50
Total SLBE Utilization $ 0
Total WMBE Utilization $ 16,050.00
Percent SLBE Utilization of Total Bid/Proposal Amt. 0 **% Percent WMBE Utilization of Total Bid/Proposal Amt.** 13.7 **%**

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: Keith Hendry/Area Manager Date: 2/22/21

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

Exhibit D

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

[ ] Partial [ ] Final
Contract No.: 21-C-00006 WO#,(if any):_____ Contract Name:_____
Contractor Name:_____ Address:_____
Federal ID:_____ Phone:_____ Fax:_____ Email:_____
GC Pay Period:_____ Payment Request/Invoice Number:_____ City Department:_____

Total Amount Requested for pay period: $_____ Total Contract Amount(including change orders):$_____
-Type of Ownership - (F=Female M=Male), BF BM = African Am., HF HM = Hispanic Am., AF AM = Asian Am., NF NM = Native Am., CF CM = Caucasian S = SLBE

Type Trade/Work Activity [ ]Sub [ ]Supplier Federal ID	Company Name Address Phone & Fax	Total Sub Contract Or PO Amount	Amount Paid To Date / Amount Pending Previously Reported	Amount To Be Paid For This Period / Sub Pay Period Ending Date
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$

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

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

Signed:_____ Name/Title:_____ Date:_____

Note: Detailed Instructions for completing this form are on the next page