

RESOLUTION NO. 2022 - 923

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN AN AMOUNT NOT TO EXCEED \$2,800,000 BETWEEN THE CITY OF TAMPA AND J. KOKOLAKIS CONTRACTING, INC. IN CONNECTION WITH CONTRACT 21-C-00035; RELOCATION OF TAMPA POLICE DEPARTMENT IMPOUND LOT 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 J. Kokolakis Contracting, Inc, ("Consultant") to provide professional services in connection with Contract 21-C-00035; Relocation Of Tampa Police Department Impound Lot Design Build, ("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 J. Kokolakis Contracting, Inc, in connection with Contract 21-C-00035; Relocation Of Tampa Police Department Impound Lot 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 the design-build services agreement between the City of Tampa and J. Kokolakis Contracting, Inc. in an amount not to exceed \$2,800,000 for the Relocation of TPD impound Facility and Offices project for use by the Logistics and Asset Management Department will be provided by the Utilities Services Tax Capital Projects Fund in the amount of \$140,000, the Non Ad Bonds CIP Fund Series 2021 in the amount of \$393,000, and future debt proceeds in the amount of \$2,267,000. Funding for this project from future debt proceeds is contingent upon adoption of a reimbursement resolution being considered by Council on October 20, 2022.

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

Section 5. 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.

OCT 20 2022

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

ATTEST:


CITY CLERK/DEPUTY CITY CLERK


CHAIRMAN/CHAIRMAN PRO-TEM CITY COUNCIL

PREPARED AND APPROVED AS TO LEGAL SUFFICIENCY BY:

E/S
Justin R. Vaske
SENIOR ASSISTANT CITY ATTORNEY

AGREEMENT FOR DESIGN-BUILD INITIAL SERVICES

THIS AGREEMENT, made and entered into at Tampa, Florida, this _____ day of _____, 2022, 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: J. Kokolakis Contracting Inc., hereinafter referred to as "FIRM", with an FEIN of 11-2268317.

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-00035; Relocation of the Tampa Police Department Impound Lot - 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 12 months after 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 an amount not to exceed \$ 2,800,000 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 the CITY shall have no further financial obligation to the FIRM.

X. TERMINATION

A. Termination for Cause.

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

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

B. Termination for Convenience.

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

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

XI. INSURANCE

The FIRM, at its own cost and expense, shall 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.

C. Workforce Development Program; firms are expected to submit a Workforce Development Plan within forty-five days after the Initial Services Agreement Notice to Proceed is issued. The City's Design-Build Workforce Development Framework is posted at <https://www.tampa.gov/contract-administration/info> and is to be used to develop the Workforce Development Plan.

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

XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM

A. See **Exhibit 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

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. E-VERIFY

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

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.

J. KOKOLAKIS CONTRACTING, INC.

CITY OF TAMPA, FLORIDA

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

By: _____
Jane Castor, Mayor (SEAL)

ATTEST:

By: _____
Shirley Foxx-Knowles, City Clerk

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

Justin R. Vaske, Senior Assistant City Attorney

EXHIBIT A

Scope of Services

This project consists of Design-Build Services for the relocation of the Tampa Police Department (TPD) Impound Lot, Evidence Control Section, and Forensic Units, from both 34th Street (McKay Bay Peninsula) and the TPD Downtown Headquarters, to the existing site | building located at 5005 North Howard Avenue and the green site located at 5112 North Albany Avenue (Howard | Albany Avenue Site). Scope of work consists of the following:

- Site | Master Planning and Programming to relocate the TPD Impound Lot, Evidence Control Section, and Forensics Unit from 34th Street | McKay Bay Peninsula and relocate the TPD Evidence Control Section and Forensic Unit at the TPD Downtown Headquarters to the Howard | Albany Avenue Site including a detailed spatial needs analysis, layout of the site and TPD Impound Lot, conceptual building designs, preliminary technology report, existing building envelope structural integrity analysis, and a review of site and building development costs by task and activity using CSI divisions.
- Complete design, engineering, permitting and construction for the relocation of the TPD Impound Lot from 34th Street | McKay Bay Peninsula to 5112 North Albany Avenue (Albany Avenue Site) to accommodate 150 vehicles based on the to be approved Site | Master Planning and Programming.
- Complete design, engineering, permitting and construction for visitor, employee, city-owned vehicles, and delivery parking to the Howard | Albany Avenue Site based on the to be approved Site | Master Planning and Programming.
- Complete design, engineering, permitting, and construction for the renovating the existing 38,000 SF Building at 5005 North Howard Avenue (Howard Avenue Site) to accommodate the relocation of the TPD Evidence Control Section and Forensics Unit from the 34th Street | McKay Bay Peninsula based on the to be approved Site | Master Planning and Programming.
- Complete design, engineering, permitting, and phased construction for the renovating the existing 38,000 SF Building at 5005 North Howard Avenue (Howard Avenue Site) to accommodate the relocation of the TPD Evidence Control Section and Forensics Unit from the TPD Downtown Headquarters based on the to be approved Site | Master Planning and Programming.
- Coordination with the Logistics and Asset Management (LAM), Tampa Police Department (TPD), and all stakeholders of the City of Tampa (CoT).

The total project budget shall be determined by the completion of Site | Master Planning and Programming and shall be inclusive of all tasks and activities, including but not limited to, design, engineering, permitting, and construction.

Site /Master Planning

- The Design-Build Team will work with Logistics and Asset Management (LAM), TPD, and all stakeholders of the City of Tampa to create an overall site/master plan to make logical, safe, and efficient development of the Howard |Albany Avenue Site.

Field Studies

- • Geotechnical Testing
- • Topographic Surveying (Boundary Surveys provided by the City of Tampa)
- • Subsurface Utility Surveying and Engineering

Programming

- Detailed Review of the existing Spatial Needs Assessment recently prepared by the Design-Build Team Architect to confirm, re-establish, and verify TPD's Building Program for this project. This report will include a room-by-room assessment of each operational space necessary to serve the functions of TPD Impound Lot as well as the TPD Evidence Control Section and Forensics Unit from both 34th Street and the TPD Downtown Headquarters.

- Site Feasibility Analysis: Services to include the review of the existing aerial and underground utilities, roadways, ingress and egress locations for vehicular and pedestrian access, including but not limited to, site features, trees, buffer zones, and storm water management requirements, etc. for the Howard | Albany Avenue Site. The site analysis will determine the requirements necessary for site renovation and new site construction if approved.
- Conceptual Building Design: Develop conceptual building designs incorporating all information obtained and utilize these documents to prepare and present to the City of Tampa a final report summarizing the defined scope of services including site | master planning and programming for the TPD Impound Lot, Evidence Control Section, and Forensics Unit. The Conceptual Building Design will also show a layout of the space for each these business units, from both 34th Street and the TPD Downtown Headquarters, as well as areas of renovation and new construction (if approved) within the limits of the 38,000 SF Building.
- Preliminary Technology Report: Work with the city to prepare a preliminary written assessment of the existing technology systems which will include, but not be limited to, the documentation of existing Information Systems, Radio, Audio / Video, and Security Technologies. The Design-Build Team will also provide recommendations for existing system migration and/or replacement.
- Conceptual Architectural | Site Master Planning of the Howard | Albany Avenue Site. All known building and site amenity features shall be identified including future expansion considerations. These documents will also be used in the community outreach presentations noted below if this service is requested.
- Existing Building Envelope Structural Integrity Analysis: The Design-Build Team will collect all available building data from the City of Tampa regarding the existing structure proposed to be adaptively reused for the purpose of relocating the TPD Impound Lot, Evidence Control Section, and Forensics Unit as they pertain to the building envelope integrity as an essential facility per the State of Florida Building Code.
- Review of Development Cost: The Design-Build Team will work with the City of Tampa to confirm all costs including any phased construction that may be required or desired if approved. The Design-Build Team will also work with the City to keep the project within the estimated total budget to be determined and approved by the completion of Site | Master Planning and Programming.

Permitting

- Develop documents and complete applications for FDEP ERP permitting, Health Department, water, wastewater, DRC, FDEP Solid Waste, EPC, City of Tampa Building Department, and other jurisdictions as required.
- Attend Pre-Application Meetings as necessary.
- Respond to comments and revise documents as necessary.
- Submission for permitting and regulatory agency review for Site Work, Construction of the new 150 vehicle TPD Impound Lot, and the Renovation and Phasing of the 38,000 SF Building is included in scope of work. All costs associated with permits and regulatory agency fees shall be within the GMP.

Schedule and Project Coordination

- A preliminary Milestone Schedule is included as part of this document. The Design-Build Team will further develop this schedule to include long-lead items and scope-specific activities once the Initial Program and Final Program are completed and approved.
 - J. Kokolakis Contracting Inc. (Kokolakis) will coordinate all design and pre-construction activities, including a coordination matrix for a Single GMP Proposal.
-

Drawings and Preconstruction

- Complete Concept Design, Schematic Design, Design Development, and Construction Drawings associated with the relocation of the TPD Evidence Control Section and Forensics Unit from 34th Street to the Howard Avenue site and the relocation of the TPD Impound Lot (150 vehicles) to the Albany Avenue (Green) Site is included in the scope of work.
 - Complete Concept Design, Schematic Design, Design Development, and Phased Construction Drawings associated with the relocation of the TPD Evidence Control Section and Forensics Unit from the TPD Downtown Headquarters to the Howard Avenue Site is included in the scope of work.
 - Drawing deliverables for the Relocation of TPD Impound Lot (150 vehicles) shall be as follows: Conceptual Designs, 30% Schematic Designs, 60% Construction Documents, 90% Construction Documents, 100% Construction Documents, and Permit Documents.
 - Drawing deliverables for the Renovation of the Existing 38,000 SF Building for the Relocation of the TPD Impound Lot, Evidence Control Section and Forensics Unit from 34th Street to the Howard Avenue site shall be as follows: Conceptual Designs, 30% Schematic Designs, 60% Construction Documents, 90% Construction Documents, and 100% Construction Documents.
 - Drawing deliverables for the Renovation of the Existing 38,000 SF Building for the Relocation of the TPD Evidence Control Section and Forensics Unit from the Downtown TPD Headquarters to the Howard Avenue site shall be as follows: Conceptual Designs, 30% Schematic Designs, 60% Construction Documents, 90% Construction Documents, and 100% Phased Construction Documents.
 - Pre-Construction Services shall include project coordination, estimating, scheduling, and constructability reviews based on the site | master plan and programming for the relocation of the TPD Impound Lot, Evidence Control Section and Forensics Unit from 34th Street to the Howard | Albany Avenue site and the site | master plan and programming of the TPD Evidence Control Section and Forensics Unit from TPD Downtown Headquarters to the Howard Avenue Site.
 - Pre-Construction Services shall include comprehensive and complete development for the relocation of the TPD Impound Lot (150 vehicles) and Evidence Control Section and Forensics Unit from 34th Street to the Howard | Albany Avenue site and the comprehensive and complete phased development for the relocation of the TPD Evidence Control Section and Forensics Unit from TPD Downtown Headquarters to the Howard Avenue Site.
-

EXHIBIT B

The Initial Design-Build Fee in accordance with Section V of the Agreement for Design-Build Initial Services to J. Kokolakis Contracting shall be an amount not to exceed \$2,800,000, the summary breakdown of the services is as follows:

Civil / Master Planning	\$273,511
Field Studies	\$141,799
Programming	\$182,671
Construction Document Development	\$2,000,557
Preconstruction Services	\$201,462

1. Fees presented are calculated and summarized into a Lump Sum Fee per Phase.
2. Fees are to be invoiced as a percentage complete, monthly for the duration of the service provided.
3. Reimbursable items are to be billed monthly with copies of paid invoices to substantiate the expense.

City of Denver
 220005 Precon Public Space Street Repaving Job Precon
 Project/Work Summary (R2) (Precon) r2

Project name	220005_Precon_JCS r2
Estimator	JAMES TROTT
Estimate	10/1/2022
Latest rev date	10/1/2022
Estimate rev date	10/1/2022
Project status	Submitted to Construction of Job



Location	Item	Quantity	Unit	Rate	Sub Name	Equip Amount	Other Amount	Total
01-Civil/Master Planning								
51-7253-01	Architectural Fees							
	Civil Design Thru Permitting	1.00	Isum		158,886 Jones Edmunds			158,886
	Civil Design Thru Construction Documents	1.00	Isum		114,625 Jones Edmunds			114,625
	51-7253-01 Architectural Fees				273,511			273,511
	01-Civil/Master Planning				273,511			273,511
01-Design Services								
51-7253-01	Architectural Fees							
	Design & Construction Document Allowance NTE	1.00	Isum		2,000,557 ALLOWANCE			2,000,557
	51-7253-01 Architectural Fees				2,000,557			2,000,557
	01-Design Services				2,000,557			2,000,557
01-Field Studies								
51-7253-01	Architectural Fees							
	Geotechnical	1.00	Isum		128,288 PSI			128,288
	Environmental / Hazmat	1.00	Isum		5,404 ALLOWANCE			5,404
	Destructive Work for Structural Exploration	1.00	Isum		8,106 ALLOWANCE			8,106
	51-7253-01 Architectural Fees				141,799			141,799
	01-Field Studies				141,799			141,799
02-Programming								
01-0180-01	Estimating							
	Director of Preconstruction (Jenny)	200.00	mnh	19,884				19,884
	01-0180-01 Estimating			19,884				19,884
01-0190-01	Project Management							
	Project Executive-FL (Parker) (Hourly)	13.00	mnh	1,382				1,382
	Project Manager-FL (Hourly)	158.00	mnh	12,000				12,000
	01-0190-01 Project Management			13,382				13,382
01-6113-03	Software Licensing-Estimating							
	Office / Barricuda / Adobe (\$31 x person x mnth)	1.00	mnth			201		201
	Office / Barricuda / Adobe (\$31 x person x mnth)	7.00	mnth			1,407		1,407
	Primavera Cloud Scheduling Licensing	1.00	mnth			124		124
	01-6113-03 Software Licensing-Estimating					1,733		1,733
01-8130-01	Project Manager Per Diem							
	Office Travel / Automobile Expense	1.00	trip			49		49
	01-8130-01 Project Manager Per Diem					49		49
51-7253-01	Architectural Fees							
	Detailed Spatial Needs Assessment	1.00	Isum		13,921 ADG			13,921
	Site Feasibility Study	1.00	Isum		11,090 ADG			11,090
	Conceptual Building Design	1.00	Isum		19,542 ADG			19,542
	Preliminary Technology Report	1.00	Isum		29,021 ADG			29,021
	Conceptual Architectural Site Planning	1.00	Isum		13,230 ADG			13,230
	Existing Building Envelope Structural Integrity Analysis	1.00	Isum		37,830 ADG			37,830
	Preliminary Opinion of Probable Development Cost	1.00	Isum		6,701 ADG			6,701
	Final Report & Presentation to the City	1.00	Isum		6,291 ADG			6,291
	Reimbursable Expense	1.00	Isum		2,162 ADG			2,162
	Waterproofing Consultant	1.00	Isum		7,836 ALLOWANCE			7,836
	51-7253-01 Architectural Fees				147,623			147,623
	02-Programming			33,266	147,623		1,781	182,671
03-Preconstruction								
01-0150-01	Field Supervision							
	Superintendent-FL (Hourly)	16.00	mnh	1,171				1,171
	01-0150-01 Field Supervision			1,171				1,171
01-0180-01	Estimating							
	Director of Preconstruction (Jenny) 30%	950.00	mnh	94,451				94,451
	Project Estimator-FL (Hourly)	700.00	mnh	46,397				46,397
	01-0180-01 Estimating			140,847				140,847
01-0190-01	Project Management							
	Project Executive-FL (Parker) (Hourly)	50.00	mnh	5,316				5,316
	Project Manager-FL (Hourly)	630.00	mnh	47,847				47,847
	01-0190-01 Project Management			53,163				53,163
01-6113-03	Software Licensing-Estimating							
	SmartBid Subscription	7.00	mnth				3,468	3,468

Location	SOI or Val	Description	Takeoff Quantity	Labor Amount	Material Amount	Vendor Name	Sub Amount	Sub Name	Equip Amount	Other Amount	Total Amount
	01-6113-03	Software Licensing-Estimating									
		OST Take-off Software Licensing	1.00 mth							391	391
		Sage Estimating Licensing	7.00 mth							1,009	1,009
		Earthworks Licensing	7.00 mth							202	202
		Primavera Cloud Scheduling Licensing	7.00 mth							870	870
		01-6113-03 Software Licensing-Estimating								5,940	5,940
	01-8130-01	Project Manager Per Diem									
		Office Travel / Automobile Expense	7.00 trip							341	341
		01-8130-01 Project Manager Per Diem								341	341
		03-Preconstruction		195,181						6,281	201,463

Estimate Totals

Description	Amount	Total	Rate
Labor	228,448		
Material			
Subcontract	2,563,490		
Equipment			
Other	8,062		
	2,800,000	2,800,000	
Total		2,800,000	

Exhibit C

CITY OF TAMPA INSURANCE REQUIREMENTS

Prior to commencing any work or services or taking occupancy under that certain written agreement or award (for purposes of this document, Agreement) between the City of Tampa, Florida (City) and Firm/Awardee/Contractor/Consultant/Lessee/non-City party, etc. (for purposes of this document, Firm) to which this document is attached and incorporated as an Exhibit or otherwise, and continuing during the term of said Agreement (or longer if the Agreement and/or this document so requires), Firm shall provide, pay for, and maintain insurance against claims for injuries to persons (including death) or damages to property which may arise from or in connection with the performance of the Agreement (including without limitation occupancy and/or use of certain property/premises) by Firm, its agents, representatives, employees, suppliers, subtenants, or subcontractors (which term includes sub-consultants, as applicable) of any tier subject to the terms and conditions of this document. Firm's maintenance of insurance coverage as required herein is a material element of the Agreement and the failure to maintain or renew coverage or provide evidence of same (defined to include without limitation Firm's affirmative duty to provide from time to time upon City's request certificates of insurance, complete and certified copies of Firm's insurance policies, forms, and endorsements, information on the amount of claims payments or reserves chargeable to the aggregate amount of coverage(s) whether during the term of the Agreement or after as may be requested by the City in response to an issue or potential claim arising out of or related to the Agreement to which Firm's insurance obligations hereunder may apply or possibly help mitigate) may be treated as a material breach of the Agreement. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without any obligation or waiver of its rights) may (i) terminate the Agreement or (ii) purchase such coverages as City deems necessary to protect the itself (charging Firm for same) and at City's option suspending Firm's performance until such coverage is in place. If Firm does not reimburse City for such costs within 10 days after demand, in addition to any other rights, City shall also have the right to offset such costs from amounts due Firm under any agreement with the City. All provisions intended to survive or to be performed subsequent to the expiration or termination of the Agreement shall survive, including without limitation Firm's obligation to maintain or renew coverage, provide evidence of coverage and certified copies of policies, etc. upon City's request and/or in response to a potential claim, litigation, etc.

The City reserves the right from time to time to modify or waive any or all of these insurance requirements (or to reject policies) based on the specific nature of goods/services to be provided, nature of the risk, prior experience, insurer, coverage, financial condition, failure to operate legally, or other special circumstances. If Firm maintains broader coverage and/or higher limits than the minimums shown herein, the City requires and shall be entitled to such broader coverage and/or higher limits maintained by Firm. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City. No representation is made that the minimum insurance requirements are sufficient to cover Firm's interests, liabilities, or obligations. Required insurance shall not limit Firm's liability.

Firm acknowledges and agrees Firm and not the City is the party in the best position to determine applicability (e.g. "IF APPLICABLE"), confirm, and/or verify its insurance coverage. Acceptance by the City, or by any of its employees, representatives, agents, etc. of certificates or other documentation of insurance or policies pursuant to the terms of this document and the Agreement evidencing insurance coverages and limits does not constitute approval or agreement that the insurance requirements have been met or that coverages or policies are in compliance. Furthermore, receipt, acceptance, and/or approval of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its employees, representatives, agents, etc., which indicate less coverage than required does not constitute a waiver of Firm's obligation to fulfill these insurance requirements.

MINIMUM SCOPE AND LIMIT OF INSURANCE¹

- A. Commercial General Liability (CGL) Insurance on the most current Insurance Services Office (ISO) Form CG 00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily, personal and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and completed operations liability coverage maintained for at least 3 years after completion of work. Limits shall not be less than \$1M per occurrence and \$2M general aggregate for Agreements valued at \$2M or less; if valued over \$2M, a general aggregate limit that equals or exceeds the Agreement's value. If a general aggregate limit applies, it shall apply separately to the project/location (ISO CG 25 03 or 25 04 or equivalent). **(ALWAYS APPLICABLE)**
- B. Automobile Liability (AL) Insurance in accordance with Florida law, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. AL insurance shall not be less than: (a) \$500,000 combined single limit each occurrence bodily injury and property damage for Agreements valued at \$100,000 or less or (b) \$1M combined single limit each occurrence bodily injury and property damage for Agreements valued over \$100,000. If transportation of hazardous material involved, the MCS-90 endorsement (or equivalent). **(ALWAYS APPLICABLE)**
- C. Worker's Compensation (WC) & Employer's Liability Insurance for all employees engaged under the Agreement, Worker's Compensation as required by Florida law. Employer's Liability with minimum limits of (a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for Agreements valued at \$100,000 and under or (b) \$1M bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each for all other Agreements. **(ALWAYS APPLICABLE)**
- D. Excess (Umbrella) Liability Insurance for Agreements valued at \$2M or more, at least \$4M per occurrence in excess of underlying limits and no more restrictive than underlying coverage for all work performed by Firm. May also compensate for a deficiency in CGL, AL, or WC. **(ALWAYS APPLICABLE)**
- E. Builder's Risk Insurance for property loss exposure associated with construction/renovation/additions to buildings or structures, including materials or fixtures to be incorporated. Must be "All Risk" form with limits of no less than the project's completed value, have no coinsurance penalties, eliminate the "occupancy clause", cover Firm (together with its contractors, subcontractors of every tier, and suppliers), and name City as a Loss Payee. **(IF APPLICABLE)**
- F. Installation Floater coverage for property (usually highly valued equipment or materials such as compressors, generators, etc.) during its installation. Coverage must be "All Risk" including installation and transit for no less than 100% of the installed replacement cost value. **(IF APPLICABLE)**
- G. Architects & Engineers Liability/ Professional Liability (E&O)/ Contractors Professional Liability (CPL)/ Medical Malpractice Insurance where Agreement involves Florida-regulated professional services (e.g. architect, engineer, design-builder, CM, accountant, appraiser, investment banker medical professional) at any tier, whether employed or independent, vicarious design liability exposure (e.g. construction means & methods, design supervision), value engineering, constructability assessments/reviews, BIM process, and/or performance specifications. Limits of at least \$1M per occurrence and \$2M aggregate; deletion of design/ build liability exclusions, as applicable, and maintained for at least 3 years after completion of work/services and City's acceptance of same. **(IF APPLICABLE)**
- H. Railroad Protective Liability (RPL) Insurance for construction within 50ft of operated railroad track(s) or where affects any railroad bridge, trestle, tunnel, track(s) roadbed, or over/under pass. Subject to involved rail road's approval prior to commencement of work. **(IF APPLICABLE)**
- I. Pollution and/or Asbestos Legal Liability Insurance where Agreement involves asbestos and/or environmental hazards/contamination risks (defined broadly, e.g. lead, mold, bacteria, fuel storage, underground work, cleanup (owned or non-owned sites), pollutant generation/transportation, marine/natural resource damage, contamination claim, restitution, business interruption, mold, fungus, lead-based paint, 3rd party claims/removal, etc.), with limits of at least \$1M per occurrence and \$2M aggregate, maintained for at least 3 years after Agreement completion. **(IF APPLICABLE)**
- J. Cyber Liability Insurance where Agreement involves portals allowing access to obtain, use, or store data; managed dedicated servers; cloud hosting services; software/hardware; programming; and/or other IT services

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

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

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

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

M. Garagekeeper/Hangarkeeper/Marina Operator Legal Liability Insurance and/or Hull/P&I Insurance where parking lot, valet, dealership, garage services, towing, etc. and/or operation of a hangar, marina, or air

plane/ship repairer, providing safe berth, air/watercraft storage/docking (on land/ in water), fueling, tours, charters, ferries, dredges, tugs, mooring, towing, boat/aircraft equipment/repair/alteration/maintenance, etc.; coverage against liability for damage to vehicles air/watercraft, their machinery in Firm's care, custody, or control both private & commercial. Limits at least equal to greater of \$1M, value of max number of vehicles that may be in Firm's custody, or of most costly object in Firm's custody. (IF APPLICABLE)

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

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

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

ADDITIONAL REQUIREMENTS

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

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

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

Contract Administration Department, 306 E Jackson St, Tampa, FL 33602 Purchasing Department, 306 E Jackson Street, Tampa, FL 33602

Other: _____

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

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

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

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

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

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

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

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

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

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



Failure to Complete, Sign and Submit 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-00035 Contract Name: Tampa Police Department Impound Lot Relocation Design-Build
 Company Name: J. Kokolakis Contracting Address: 202 E. Center Street, Tarpon Springs, FL 34689
 Federal ID: 11-2268317 Phone: 727-942-2211 Fax: 727-937-5708 Email: jsanchez@jkokolakis.com

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

- No Firms were contacted or solicited for this contract.**
 No Firms were contacted because: _____
 See attached list of additional Firms solicited and all supplemental information (List must comply to this form)
Note: Form MBD-10 must list ALL subcontractors solicited including Non-minority/small businesses

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

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
O 59-1543158	Architects Design Group (ADG) 333 N. Knowles Ave/, Winter Park, FL 32789 407-647-1706, ianr@adgusa.org	CM	906	E, P	Y
W 59-3101052	SGM Engineering, Inc. 935 Lake Baldwin Lane, Orlando, FL 32814 407-767-5188, tony@sgmengineering.com	AM	925	E, P	Y
S, W 59-3099636	Howard & Associates, Architects P.A. 3300 Henderson Blvd., Ste 206b, Tampa, FL 33609 813-872-8881, harry.howard@haa-architects.com	BM	906	E, P	Y
S, W 20-0552998	Anderson Lesniak Limited, Inc. 4921 S. Westshore Blvd., Tampa, FL 33611 PH 813-831-9595, FX 813-831-5485, anderson.lesniak@tampabay.rr.com	CF	906	E, P	Y
S, W 20-4452969	Master Consulting Engineers, Inc. 5523 West Cypress Blvd, Suite 200, Tampa, FL 33607 813-287-3600, 813-287-3622, robert.bell@mcengineers.com	HF	925	E, P	Y
O 59-1228645	TLC Engineering Solutions Inc. 4890 W. Kennedy Blvd., Ste 250, Tampa, FL 33609 813-637-0110	CM	925	E, P	Y
O 59-1533071	Jones, Edmunds & Associates, Inc. 730 NE Waldo Road, Gainesville, FL 32641 PH 321-269-2950, rkoller@jonesedmunds.com	CM	925	E, P	Y

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

Signed: _____ Name/Title: Roderic. Voigt, Executive Vice President Date: 03/10/2022

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Forms must be included with Bid / Proposal



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

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

Contract No.:21-C-00045 Contract Name: Tampa Police Department Impound Lot Relocation Design-Build
 Company Name: J. Kokolakis Contracting Address:202 E. Center Street, Tarpon Springs, FL 34689
 Federal ID:11-2268317 Phone: 727-942-2211 Fax: 727-937-5708 Email: jsanchez@jkokolakis.com

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

- No Firms were contacted or solicited for this contract.**
 No Firms were contacted because: _____
 See attached list of additional Firms solicited and all supplemental information (List must comply to this form)
Note: Form MBD-10 must list ALL subcontractors solicited including Non-minority/small businesses

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

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
W 26-3947444	Arehna Engineering, Inc. 5012 W. Lemon Street, Tampa, FL 33609 PH 813-944-3464, FX 813-944-4959, slong@arehna.com	CF	925	E, P	Y
O 45-4215280	Greenbuilt Solutions, LLC 315 E. Robinson Street, #525, Orlando, FL 32801 PH 407-466-3734, nate@grnbuilt.com	CM	914	E, P	Y

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

Signed: _____ Name/Title: Roderic. Voigt, Executive Vice President Date: 03/10/2022

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive
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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-00035 Contract Name: Tampa Police Department Impound Lot Relocation Design-Build
 Company Name: J. Kokolakis Contracting Address: 202 E. Center Street, Tarpon Springs, FL 34689
 Federal ID: 11-2268317 Phone: 727-942-2211 Fax: 727-937-5708 Email: jsanchez@jkokolakis.com

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

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

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

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

No Firms are listed to be utilized because: _____

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

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

S = SLBE W = WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
O	Architects Design Group (ADG) 333 N. Knowles Ave/, Winter Park, FL 32789 407-647-1706, ianr@adgusa.org	CM	906	125,000	2.36%
59-1543158					
W	SGM Engineering, Inc. 935 Lake Baldwin Lane, Orlando, FL 32814 407-767-5188, tony@sgmengineering.com	AM	925	50,000	0.94%
59-3101052					
S, W	Howard & Associates, Architects P.A. 3300 Henderson Blvd., Ste 206b, Tampa, FL 33609 813-872-8881, harry.howard@haa-architects.com	BM	906	158,000	2.98%
59-3099636					
S, W	Anderson Lesniak Limited, Inc. 4921 S. Westshore Blvd., Tampa, FL 33611 PH 813-831-9595, FX 813-831-5485, anderson.lesniak@tampabay.rr.com	CF	906	50,000	0.94%
20-0552998					
S, W	Master Consulting Engineers, Inc. 5523 West Cypress Blvd, Suite 200, Tampa, FL 33607 813-287-3600, 813-287-3622, robert.bell@mcengineers.com	HF	925	75,000	1.42%
20-4452969					
O	TLC Engineering Solutions Inc. 4890 W. Kennedy Blvd., Ste 250, Tampa, FL 33609 813-637-0110	CM	925	50,000	0.94%
59-1228645					
O	Jones, Edmunds & Associates, Inc. 730 NE Waldo Road, Gainesville, FL 32641 PH 321-269-2950, rkoller@jonesedmunds.com	CM	925	100,000	1.89%
59-1533071					

Total ALL Subcontract / Supplier Utilization \$ _____

Total SLBE Utilization \$ _____

Total WMBE Utilization \$ _____

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

See Page 2

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: Roderic. Voigt, Executive Vice President Date: 03/10/2022

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Forms must be included with Bid / Proposal

