CAD/MD

RESOLUTION NO. 2022 - 519

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF $6,794,724 BETWEEN THE CITY OF TAMPA AND J. KOKOLAKIS CONTRACTING, INC., IN CONNECTION WITH CONTRACT 21-C-00045; RELOCATION OF SOLID WASTE FACILITIES 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-00045; Relocation of Solid Waste Facilities, ("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-00045; Relocation of Solid Waste Facilities as detailed in said Agreement, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in substantially similar form.

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

Section 3. This resolution authorizes an agreement between the City and J. Kokolakis Contracting,, Inc., for professional design services necessary to develop a Guaranteed Maximum Price(GMP) for construction of a new Solid Waste operations center at the 34th Street/McKay Bay Peninsula site and provides $6,794,724 from the Solid Waste Relocation Project within the ARPA Capital Construction Projects Fund and the Solid Waste Capital/Construction Fund

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.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON JUL 14 2022

ATTEST: Shirley Foxx-Knowles

CITY CLERK/~~DEPUTY CITY CLERK~~

CHAIRMAN\CHAIRMAN PRO-TEM CITY COUNCIL

PREPARED AND APPROVED AS TO
LEGAL SUFFICIENCY BY:

E/S
Marcella T. Hamilton
ASSISTANT CITY ATTORNEY

PW22-75597

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-00045; Design-Build Services for the Relocation of Solid Waste Facilities from Spruce Street to 34th Street - 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 (Design / Preconstruction), and 24 months (Construction) 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 $6,794,724 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, sub-Firms, 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/sub-Firms/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, sub-Firms 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 party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement may bring the legal action or proceeding in the United States District Court for the Middle District of Florida, Tampa Division or in any court of the State of Florida sitting in Tampa.

XXIII. AUTHORIZATION

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

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 a 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 of 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.

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. _____.

_____
Marcella T. Hamilton, Assistant City Attorney

EXHIBIT A
Scope of Services

This project consists of Design-Build Services for the relocation of existing Solid Waste and Environmental Program Management Department Operations from the Spruce Street location to the 34th Street Sign on the McKay Bay Peninsula. Scope of work consists of the following:

- New Solid Waste Department Administration Building
- New Fleet Maintenance Facility Building
- New Lube Maintenance Facility Building
- New Container Maintenance Building with On-Site Storage
- Removed and Relocated Truck Wash
- New Scale House and Plaza
- New Security Guard Booth
- New Diesel Fueling Stations
- New Electric Vehicle (EV) Post and Parking Charging
- Relocate the Existing "Compressor Farm" from Spruce Street including but not limited to Compressed Natural Gas (CNG), Fueling Posts, and Related Apparatus to 34th Street
- New Compressed Natural Gas (CNG), Fueling Posts, and Related Apparatus.
- New Electric Vehicle Charging Posts and Related Equipment.
- New Employee, Visitor, and City Owned Vehicle Surface Parking
- New Employee, Visitor, and City Owned Vehicle Parking Garage
- New Roadways
- Removal and Rerouting of a Portion of the McKay Bay Greenway Nature Trail (Exhibit A-Area 2).
- Relocation of all existing furnishings, fixtures, and equipment from Spruce Street.

The project budget is $59,562,538, inclusive of all design, permitting and construction.

Site /Master Planning

- The Design-Build Team will work with the Owner and Civil Engineer to revise the overall site/master plan that was issued with the original RFP to make logical, safe, and efficient development of the entire solid waste facility and it's multiple uses.

Field Studies

- Geotechnical Testing
- Boundary and Topographic Surveying
- Subsurface Utility Surveying and Engineering
- Test Pit Investigations
- Testing for existing levels of perfluorooctanoic acid (PTOA) and perflurooctane sulfonic acids (PFOS). Mitigation of PTOA and FPOS is not included as preliminary reports indicate extremely low levels and show no indication of this substance migrating to the work areas associated with this project.

Programming

- The Design-Build Team will work with the Owner and User Groups to develop individual programs and scope for each building prior to the commencement of Schematic Design.
- Meetings (virtual or in-person) will be held with the Owner and User-Groups to define needs of each building and overall facility.
- Programming drawings and scope outlines will be provided for each building as we move through this phase.
- Preliminary "conceptual" pricing will be provided to assist the Owner with scope decisions.

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.
- Attend pre-application meetings as necessary.
- Respond to comments and revise documents as necessary.

Drawing and Pricing Deliverables

- Schematic Phase (30%) Design:
  - Architectural and engineering drawings including plans, sections, elevations, typical details, narratives, renderings, and 3D modeling as required to convey design intent.

- Schematic Design (30%) Pricing Deliverable:
  - Detailed Schematic Estimate with detailed quantities and pricing.
  - Assemble / Sage (BIM) Report
  - Alternative Design Studies and related pricing
  - Preliminary CPM Schedule
  - Develop Preliminary Staging and Access Plan
  - Assemble and present bound deliverable including narrative, schedule of values, detailed cost breakdowns, list of alternates, allowances, unit prices, clarifications, project schedule, list of documents and other exhibits necessary.

- Design Development (60%) Design:
  - Architectural and engineering drawings including plans, sections, elevations, typical details, narratives, renderings, and 3D modeling as required to convey design intent.
  - Drawings, specifications, and narratives expanded to include preliminary calculations and will incorporate comments, alternates, and Owner decisions from Schematic Design.

- Design Development (60%) Pricing Deliverable:
  - Detailed Design Development Estimate with detailed quantities and pricing.
  - Assemble / Sage (BIM) Report
  - Alternative Design Studies and related pricing
  - Updated CPM Schedule
  - Updated Preliminary Staging and Access Plan

- Assemble and present bound deliverable including narrative, schedule of values, detailed cost breakdowns, list of alternates, allowances, unit prices, clarifications, project schedule, list of documents and other exhibits necessary.
- Create Project Task List and meet with the City of Tampa EBO Office to establish W/MBE Goals.

- 90% Construction Documents Design:
  - Architectural and engineering drawings including plans, sections, elevations, typical details, narratives, renderings, and 3D modeling as required to convey design intent.
  - All interior feature elements, finish material selections and specification.

- 90% Construction Documents (GMP):
  - Detailed 90% CD Estimate with detailed quantities and pricing. Estimate will include input from subcontractors.
  - Schedule of Values report
  - Assemble / Sage (BIM) Report
  - Updated CPM Schedule
  - Updated Preliminary Staging and Access Plan
  - Assemble and present bound deliverable including narrative, schedule of values, detailed cost breakdowns, list of alternates, allowances, unit prices, clarifications, project schedule, list of documents and other exhibits necessary.

- 100% Construction Documents Design:
  - Architectural and engineering drawings including plans, sections, elevations, typical details, narratives, renderings, and 3D modeling as required to convey design intent.
  - All interior feature elements, finish material selections and specification.
  - Incorporate any permit review comments.

- 100% Construction Documents (Bidding):
  - Public Notice 30 Days prior to subcontractor bid date. Legal advertisement placed in Tampa Bay Times, Florida Administrative Weekly and social media.
  - Project Specific W/MBE workshop to engage W/MBE subcontractors.
  - On-Site pre-bid meeting for all subcontractors. Pre-Bid meeting may be split into groups.
  - Receive, review and tabulate subcontractor bids.
  - Update estimate with subcontractor bid information for reconciled GMP.
  - Submit documentation and provide revisions for City of Tampa Legal, SIRE and Council Meetings.
  - Upload documents and contracts to City of Tampa DMI website.

EXHIBIT B
Design Fee

The Design Fee in accordance with Section V of the Agreement for Design-Build Initial Services to J. Kokolakis Contracting shall be $6,794,724. The summary breakdown of the services is as follows:

Civil / Master Planning	$1,297,007
Design Services	$4,195,320
Field Studies	$436,479
Programming	$156,220
30% Deliverable	$184,210
60% Deliverable	$184,210
90% Deliverable (GMP)	$187,653
Permitting and Bidding	$153,625

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.

Location	Sch of Val	Description	Takeoff Quantity	Labor Amount	Material Amount	Sub Amount	Sub Name	Other Amount	Total Cost/Unit	Total Amount
01-Civil/Master Planning										
	51-7253-01	Architectural Fees								
		Civil (Jones Edmunds)	1.00 lsum	-	-	*1,252,042*	BBA		1,252,042.36 /lsum	1,252,042
		Traffic Study (Kokolakis Allowance)	1.00 lsum	-	-	*44,965*	Kokolakis		44,964.70 /lsum	44,965
		51-7253-01 Architectural Fees				1,297,007				1,297,007
		01-Civil/Master Planning				1,297,007				1,297,007
01-Design Services										
	51-7253-01	Architectural Fees								
		Architectural Fee (BBA)	1.00 lsum	-	-	*2,103,224*	BBA		2,103,224.33 /lsum	2,103,224
		Consulting Architect (Harry Howard)	1.00 lsum	-	-	*416,486*	BBA		416,485.62 /lsum	416,486
		Structural (MCE)	1.00 lsum	-	-	*429,413*	BBA		429,412.99 /lsum	429,413
		MEP (Voltaire)	1.00 lsum	-	-	*981,355*	BBA		981,354.81 /lsum	981,355
		Landscaping (Anderson Lesniak)	1.00 lsum	-	-	*49,461*	BBA		49,461.18 /lsum	49,461
		Tilt-Wall Admin Building (BBA & MCE)	1.00 lsum	-	-	*147,934*	BBA		147,933.90 /lsum	147,934
		Surveying for Design	***1.00 lsum***	-	-		***W/ Civil***		***/lsum***	
		Guardian Fuel Systems	1.00 lsum	-	-	*16,862*	Guardian		16,861.76 /lsum	16,862
		TrueStar CNG	1.00 lsum	-	-	*16,862*	Kokolakis		16,861.77 /lsum	16,862
		Waterproofing Consultant	1.00 lsum	-	-	*28,103*	Kokolakis		28,102.94 /lsum	28,103
		Graphics & Wayfinding	1.00 lsum	-	-	*5,621*	Kokolakis		5,620.60 /lsum	5,621
		51-7253-01 Architectural Fees				4,195,320				4,195,320
		01-Design Services				4,195,320				4,195,320
01-Field Studies										
	51-7253-01	Architectural Fees								
		Geotechnical	1.00 lsum	-	-	*163,194*	PSI / Kokolakis		163,193.78 /lsum	163,194
		Test Pits	1.00 lsum	-	-	*22,482*	PSI / Kokolakis		22,482.36 /lsum	22,482
		Ash Explorarion & Design	***1.00 lsum***	-	-		***W/ Civil***		***/lsum***	
		Environmental Hazmat	1.00 lsum	-	-	*250,803*	PSI / Kokolakis		250,803.04 /lsum	250,803
		51-7253-01 Architectural Fees				436,479				436,479
		01-Field Studies				436,479				436,479
02-Programming										
	01-0150-01	Field Supervision								
		Superintendent-FL (Hourly)	8.00 mnhr	689	-	-		-	86.08 /mnhr	689
		01-0150-01 Field Supervision		689						689
	01-0180-01	Estimating								
		Director of Preconstruction (Jenny)	416.00 mnhr	48,646	-	-		-	116.94 /mnhr	48,646
		Project Estimator-FL (Hourly)	416.00 mnhr	32,430	-	-		-	77.96 /mnhr	32,430
		01-0180-01 Estimating		81,076						81,076
	01-0190-01	Project Management								
		Principal-Corporate (Hourly) (Joe/Rod/Bill/Tom)	48.00 mnhr	11,226	-	-		-	233.87 /mnhr	11,226
		Project Executive-FL (Parker) (Hourly)	48.00 mnhr	6,003	-	-		-	125.06 /mnhr	6,003
		Project Manager-FL (Hourly)	416.00 mnhr	37,160	-	-		-	89.33 /mnhr	37,160
		Assistant Project Manager-FL (Hourly)	208.00 mnhr	13,850	-	-		-	66.59 /mnhr	13,850
		01-0190-01 Project Management		68,239						68,239
	01-6113-03	Software Licensing-Estimating								
		Office / Barricuda / Adobe ($31 x person x mnth)	2.50 mnth	-	-	-		523	209.08 /mnth	523
		Primavera Cloud Scheduling Licensing	2.50 mnth	-	-	-		323	129.27 /mnth	323
		AUTODESK Assemble License Fee (Pro-Rated) BIM Estimating	2.50 mnth	-	-	-		5,269	2,107.73 /mnth	5,269
		01-6113-03 Software Licensing-Estimating						6,115		6,115
	01-8130-01	Project Manager Per Diem								

Location	Sch of Val	Description	Takeoff Quantity	Labor Amount	Material Amount	Sub Amount	Sub Name	Other Amount	Total Cost/Unit	Total Amount
	01-8130-01	Project Manager Per Diem								
		Office Travel / Automobile Expense	2.00 trip	-	-	-		101	50.64 /trip	101
		01-8130-01 Project Manager Per Diem						101		101
		02-Programming		150,004				6,216		156,220
03-30%										
	01-0150-01	Field Supervision								
		General Superintendent (Corporate) (Hourly)	8.00 mnhr	935	-	-		-	116.94 /mnhr	935
		Superintendent-FL (Hourly)	100.00 mnhr	8,608	-	-		-	86.08 /mnhr	8,608
		01-0150-01 Field Supervision		9,543						9,543
	01-0180-01	Estimating								
		Director of Preconstruction (Jenny)	416.00 mnhr	48,646	-	-		-	116.94 /mnhr	48,646
		Project Estimator-FL (Hourly)	416.00 mnhr	32,430	-	-		-	77.96 /mnhr	32,430
		01-0180-01 Estimating		81,076						81,076
	01-0190-01	Project Management								
		Principal-Corporate (Hourly) (Joe/Rod/Bill/Tom)	96.00 mnhr	22,452	-	-		-	233.87 /mnhr	22,452
		Project Executive-FL (Parker) (Hourly)	96.00 mnhr	12,005	-	-		-	125.06 /mnhr	12,005
		Project Manager-FL (Hourly)	416.00 mnhr	37,160	-	-		-	89.33 /mnhr	37,160
		Assistant Project Manager-FL (Hourly)	208.00 mnhr	13,850	-	-		-	66.59 /mnhr	13,850
		01-0190-01 Project Management		85,468						85,468
	01-3323-01	Shop Drawings								
		Deliverable Reproductions	1.00 each	-	-	-		169	168.63 /each	169
		01-3323-01 Shop Drawings						169		169
	01-6113-03	Software Licensing-Estimating								
		SmartBid Subscription	2.50 mnth	-	-	-		1,288	515.22 /mnth	1,288
		Office / Barricuda / Adobe ($31 x person x mnth)	2.50 mnth	-	-	-		523	209.08 /mnth	523
		OST Take-off Software Licensing	***0.00 mnth***	-	-		***W/ Assemble***	***0***	***/mnth***	
		Sage Estimating Licensing	2.50 mnth	-	-	-		375	149.88 /mnth	375
		Earthworks Licensing	2.50 mnth	-	-	-		75	30.08 /mnth	75
		Primavera Cloud Scheduling Licensing	2.50 mnth	-	-	-		323	129.28 /mnth	323
		AUTODESK Assemble License Fee (Pre-Rated) BIM Estimating	2.50 mnth	-	-	-		5,269	2,107.72 /mnth	5,269
		01-6113-03 Software Licensing-Estimating						7,853		7,853
	01-8130-01	Project Manager Per Diem								
		Office Travel / Automobile Expense	2.00 trip	-	-	-		101	50.64 /trip	101
		01-8130-01 Project Manager Per Diem						101		101
		03-30%		176,087				8,123		184,210
04-60%										
	01-0150-01	Field Supervision								
		General Superintendent (Corporate) (Hourly)	8.00 mnhr	935	-	-		-	116.94 /mnhr	935
		Superintendent-FL (Hourly)	100.00 mnhr	8,608	-	-		-	86.08 /mnhr	8,608
		01-0150-01 Field Supervision		9,543						9,543
	01-0180-01	Estimating								
		Director of Preconstruction (Jenny)	416.00 mnhr	48,646	-	-		-	116.94 /mnhr	48,646
		Project Estimator-FL (Hourly)	416.00 mnhr	32,430	-	-		-	77.96 /mnhr	32,430
		01-0180-01 Estimating		81,076						81,076
	01-0190-01	Project Management								
		Principal-Corporate (Hourly) (Joe/Rod/Bill/Tom)	96.00 mnhr	22,452	-	-		-	233.87 /mnhr	22,452
		Project Executive-FL (Parker) (Hourly)	96.00 mnhr	12,005	-	-		-	125.06 /mnhr	12,005
		Project Manager-FL (Hourly)	416.00 mnhr	37,160	-	-		-	89.33 /mnhr	37,160
		Assistant Project Manager-FL (Hourly)	208.00 mnhr	13,850	-	-		-	66.59 /mnhr	13,850
		01-0190-01 Project Management		85,468						85,468
	01-3323-01	Shop Drawings								
		Deliverable Reproductions	1.00 each	-	-	-		169	168.62 /each	169
		01-3323-01 Shop Drawings						169		169
	01-6113-03	Software Licensing-Estimating								

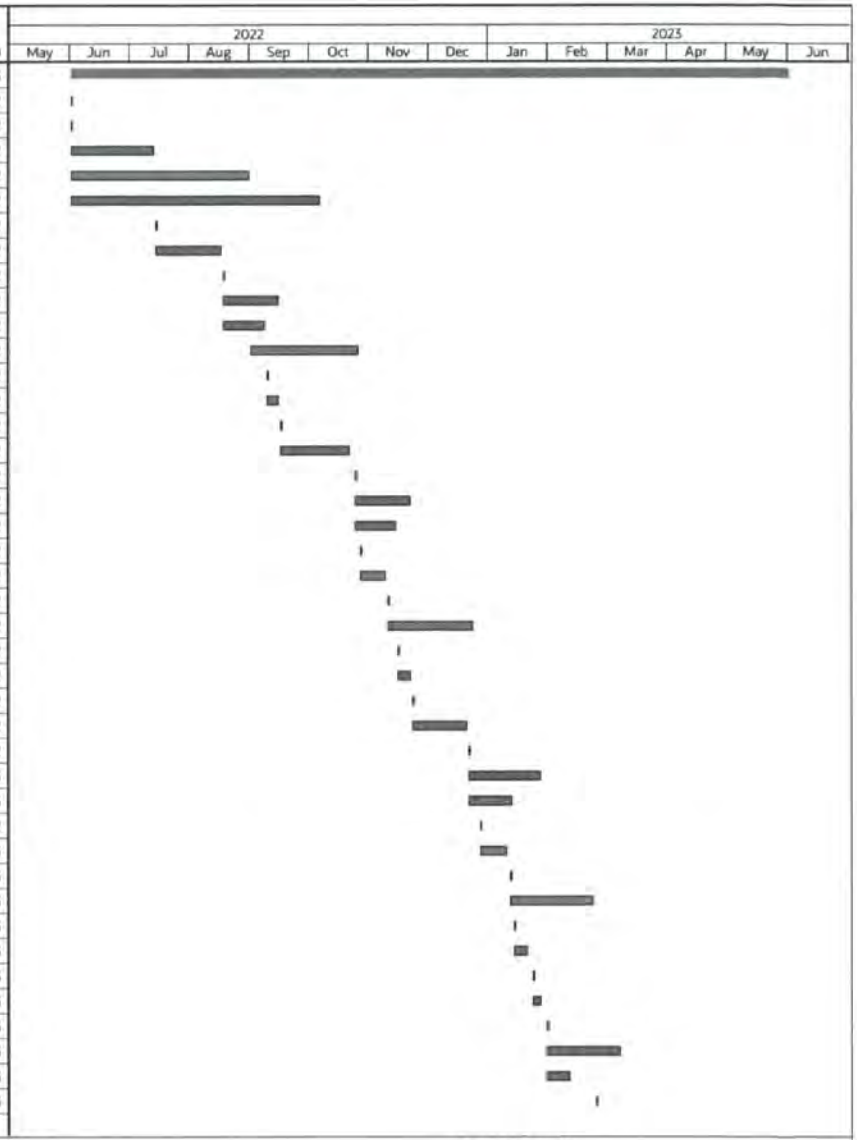
Location	Sch of Val	Description	Takeoff Quantity	Labor Amount	Material Amount	Sub Amount	Sub Name	Other Amount	Total Cost/Unit	Total Amount
	01-6113-03	Software Licensing-Estimating								
		SmartBid Subscription	2.50 mnth	-	-	-		1,288	515.22 /mnth	1,288
		Office / Barricuda / Adobe ($31 x person x mnth)	2.50 mnth	-	-	-		523	209.09 /mnth	523
		OST Take-off Software Licensing	***0.00 mnth***	-	-		***W/ Assemble***	***0***	***/mnth***	
		Sage Estimating Licensing	2.50 mnth	-	-	-		375	149.88 /mnth	375
		Earthworks Licensing	2.50 mnth	-	-	-		75	30.07 /mnth	75
		Primavera Cloud Scheduling Licensing	2.50 mnth	-	-	-		323	129.28 /mnth	323
		AUTODESK Assemble License Fee (Pro-Rated) BIM Estimating	2.50 mnth	-	-	-		5,269	2,107.72 /mnth	5,269
		01-6113-03 Software Licensing-Estimating						7,853		7,853
	01-8130-01	Project Manager Per Diem								
		Office Travel / Automobile Expense	2.00 trip	-	-	-		101	50.64 /trip	101
		01-8130-01 Project Manager Per Diem						101		101
		04-60%		176,087				8,123		184,210
05-90%										
	01-0150-01	Field Supervision								
		General Superintendent (Corporate) (Hourly)	8.00 mnhr	936	-	-		-	116.94 /mnhr	936
		Superintendent-FL (Hourly)	140.00 mnhr	12,051	-	-		-	86.08 /mnhr	12,051
		01-0150-01 Field Supervision		12,986						12,986
	01-0180-01	Estimating								
		Director of Preconstruction (Jenny)	416.00 mnhr	48,646	-	-		-	116.94 /mnhr	48,646
		Project Estimator-FL (Hourly)	416.00 mnhr	32,430	-	-		-	77.96 /mnhr	32,430
		01-0180-01 Estimating		81,076						81,076
	01-0190-01	Project Management								
		Principal-Corporate (Hourly) (Joe/Rod/Bill/Tom)	96.00 mnhr	22,452	-	-		-	233.87 /mnhr	22,452
		Project Executive-FL (Parker) (Hourly)	96.00 mnhr	12,005	-	-		-	125.06 /mnhr	12,005
		Project Manager-FL (Hourly)	416.00 mnhr	37,160	-	-		-	89.33 /mnhr	37,160
		Assistant Project Manager-FL (Hourly)	208.00 mnhr	13,850	-	-		-	66.59 /mnhr	13,850
		01-0190-01 Project Management		85,468						85,468
	01-3323-01	Shop Drawings								
		Deliverable Reproductions	1.00 each	-	-	-		169	168.61 /each	169
		01-3323-01 Shop Drawings						169		169
	01-6113-03	Software Licensing-Estimating								
		SmartBid Subscription	2.50 mnth	-	-	-		1,288	515.24 /mnth	1,288
		Office / Barricuda / Adobe ($31 x person x mnth)	2.50 mnth	-	-	-		523	209.08 /mnth	523
		OST Take-off Software Licensing	***0.00 mnth***	-	-		***W/ Assemble***	***0***	***/mnth***	
		Sage Estimating Licensing	2.50 mnth	-	-	-		375	149.88 /mnth	375
		Earthworks Licensing	2.50 mnth	-	-	-		75	30.07 /mnth	75
		Primavera Cloud Scheduling Licensing	2.50 mnth	-	-	-		323	129.28 /mnth	323
		AUTODESK Assemble License Fee (Pro-Rated) BIM Estimating	2.50 mnth	-	-	-		5,269	2,107.72 /mnth	5,269
		01-6113-03 Software Licensing-Estimating						7,853		7,853
	01-8130-01	Project Manager Per Diem								
		Office Travel / Automobile Expense	2.00 trip	-	-	-		101	50.64 /trip	101
		01-8130-01 Project Manager Per Diem						101		101
		05-90%		179,530				8,123		187,653
06-Bidding										
	01-0150-01	Field Supervision								
		Superintendent-FL (Hourly)	28.00 mnhr	2,410	-	-		-	86.08 /mnhr	2,410
		01-0150-01 Field Supervision		2,410						2,410
	01-0180-01	Estimating								
		Director of Preconstruction (Jenny)	416.00 mnhr	48,646	-	-		-	116.94 /mnhr	48,646
		Project Estimator-FL (Hourly)	416.00 mnhr	32,430	-	-		-	77.96 /mnhr	32,430
		01-0180-01 Estimating		81,076						81,076
	01-0190-01	Project Management								

Location	Sch of Val	Description	Takeoff Quantity	Labor Amount	Material Amount	Sub Amount	Sub Name	Other Amount	Total Cost/Unit	Total Amount
	01-0190-01	Project Management								
		Principal-Corporate (Hourly) (Joe/Rod/Bill/Tom)	28.00 mnhr	6,548	-	-		-	233.87 /mnhr	6,548
		Project Executive-FL (Parker) (Hourly)	28.00 mnhr	3,502	-	-		-	125.06 /mnhr	3,502
		Project Manager-FL (Hourly)	416.00 mnhr	37,160	-	-		-	89.33 /mnhr	37,160
		Assistant Project Manager-FL (Hourly)	208.00 mnhr	13,850	-	-		-	66.59 /mnhr	13,850
		01-0190-01 Project Management		61,060						61,060
	01-3323-01	Shop Drawings								
		Deliverable Reproductions	1.00 each	-	-	-		169	168.61 /each	169
		01-3323-01 Shop Drawings						169		169
	01-6113-03	Software Licensing-Estimating								
		SmartBid Subscription	2.50 mnth	-	-	-		1,288	515.23 /mnth	1,288
		Office / Barricuda / Adobe ($31 x person x mnth)	2.50 mnth	-	-	-		523	209.09 /mnth	523
		OST Take-off Software Licensing	***0.00 mnth***	-	-		***W/ Assemble***	***0***	***/mnth***	
		Sage Estimating Licensing	2.50 mnth	-	-	-		375	149.88 /mnth	375
		Earthworks Licensing	2.50 mnth	-	-	-		75	30.08 /mnth	75
		Primavera Cloud Scheduling Licensing	2.50 mnth	-	-	-		323	129.27 /mnth	323
		AUTODESK Assemble License Fee (Pro-Rated) BIM Estimating	2.50 mnth	-	-	-		5,269	2,107.72 /mnth	5,269
		01-6113-03 Software Licensing-Estimating						7,853		7,853
	01-8130-01	Project Manager Per Diem								
		Office Travel / Automobile Expense	2.00 trip	-	-	-		101	50.64 /trip	101
		01-8130-01 Project Manager Per Diem						101		101
	51-3148-01	Legal Advertising								
		Advertising Expenses	1.00 each	-	-	-		955	955.49 /each	955
		51-3148-01 Legal Advertising						955		955
		06-Bidding		144,546				9,079		153,625

Estimate Totals

Description	Amount	Totals	Rate
Labor	826,254		
Material			
Subcontract	5,928,806		
Equipment			
Other	39,664		
	6,794,724	6,794,724	
Total		***6,794,724***	

ID	Name	Planned Duration	Start	Finish
Pre-Construction - Pre-Construction		261d	01-Jun-22	01-Jun-23
PC-GN-1000	Notice to Proceed for Pre-Construction	0d	01-Jun-22	01-Jun-22
PC-GN-1010	Design - Kickoff Meeting	0d	01-Jun-22	01-Jun-22
PC-GN-1020	Design - Site Studies/Master Plan/Programming	30d	01-Jun-22	13-Jul-22
PC-GN-1030	Design - Site Surveying and Studys	65d	01-Jun-22	31-Aug-22
PC-GN-1040	Permitting - EPC/FDEP Site Investigations/Assessments for Site Permit	90d	01-Jun-22	06-Oct-22
PC-GN-1050	Design - Master Plan Review Meeting	0d	14-Jul-22	14-Jul-22
PC-GN-1060	Design - Design Development 30% Schematic Documents	25d	14-Jul-22	17-Aug-22
PC-GN-1070	Design - Issue 30% Schematic Documents	0d	18-Aug-22	18-Aug-22
PC-GN-1080	Design - 30% Design Review Period	20d	18-Aug-22	15-Sep-22
PC-GN-1090	30% Estimate - CM Develops 30% Schematic Estimate	15d	18-Aug-22	08-Sep-22
PC-GN-1100	Permitting - Site Permit Applications Drafted	40d	01-Sep-22	26-Oct-22
PC-GN-1110	30% Estimate - CM Issues 30% Schematic Estimate	0d	09-Sep-22	09-Sep-22
PC-GN-1120	30% Estimate - City of Tampa 30% Cost Estimate Review	5d	09-Sep-22	15-Sep-22
PC-GN-1130	30% Estimate - 30% Design/Cost Review Meeting	0d	16-Sep-22	16-Sep-22
PC-GN-1140	Design - Design Development 60% Construction Documents	25d	16-Sep-22	21-Oct-22
PC-GN-1150	Design - Issue 60% Construction Documents	0d	24-Oct-22	24-Oct-22
PC-GN-1160	Design - 60% Design Review Period	20d	24-Oct-22	21-Nov-22
PC-GN-1170	60% Estimate - CM Develops 60% Estimate	15d	24-Oct-22	14-Nov-22
PC-GN-1180	Permitting - Site Permit Application Submitted to City of Tampa	0d	27-Oct-22	27-Oct-22
PC-GN-1190	Permitting - City of Tampa Review and Sign Site Permit Applications	10d	27-Oct-22	09-Nov-22
PC-GN-1200	Permitting - City of Tampa Submits Site Permits to Agencies/RAIs	0d	10-Nov-22	10-Nov-22
PC-GN-1210	Permitting - Site Permits Reviewed by Agencies/RAIs	30d	10-Nov-22	23-Dec-22
PC-GN-1220	60% Estimate - CM Issues 60% Estimate	0d	15-Nov-22	15-Nov-22
PC-GN-1230	60% Estimate - City of Tampa 60% Cost Estimate Review	5d	15-Nov-22	21-Nov-22
PC-GN-1240	60% Estimate - 60% Design/Cost Review Meeting	0d	22-Nov-22	22-Nov-22
PC-GN-1250	Design - Design Development 90% Construction Documents	20d	22-Nov-22	20-Dec-22
PC-GN-1260	Design - Issue 90% Construction Documents	0d	21-Dec-22	21-Dec-22
PC-GN-1270	Design - 90% Design Review Period	25d	21-Dec-22	27-Jan-23
PC-GN-1280	90% GMP - CM Develops 90% GMP	15d	21-Dec-22	12-Jan-23
PC-GN-1290	Permitting - RAI Issues Responses to Site Permit Applications	0d	27-Dec-22	27-Dec-22
PC-GN-1300	Permitting - Incoprporate/Address RAI Comments on SIte Permit Applications	10d	27-Dec-22	10-Jan-23
PC-GN-1310	Permitting - Submit Site Permit Application for 2nd Review	0d	11-Jan-23	11-Jan-23
PC-GN-1320	Permitting - 2nd Reivew of Site Permit Application by Agencies/RAIs	30d	11-Jan-23	21-Feb-23
PC-GN-1330	90% GMP - CM Issues 90% GMP	0d	13-Jan-23	13-Jan-23
PC-GN-1340	90% GMP- City of Tampa 90% GMP Review	5d	13-Jan-23	20-Jan-23
PC-GN-1350	90% GMP - 90% Design/GMP Review Meeting	0d	23-Jan-23	23-Jan-23
PC-GN-1360	90% GMP - CM Revises 90% GMP	5d	23-Jan-23	27-Jan-23
PC-GN-1370	90% GMP - CM Issues Final 90% GMP	0d	30-Jan-23	30-Jan-23
PC-GN-1380	90% GMP - City of Tampa 90% GMP Approval Process	25d	30-Jan-23	06-Mar-23
PC-GN-1390	Design - Incorporate 90% Design Review Comments	10d	30-Jan-23	10-Feb-23
PC-GN-1400	Permitting - Submit 90% Construction Documents for Permitting	0d	22-Feb-23	22-Feb-23



ID	Name	Planned Duration	Start	Finish
PC-GN-1410	Permitting - Permit Review 90% Construction Documents	30d	22-Feb-23	04-Apr-23
PC-GN-1420	Permitting - Site Permits Approved	0d	22-Feb-23	22-Feb-23
PC-GN-1430	90% GMP- Notice to Proceed for GMP	0d	07-Mar-23	07-Mar-23
PC-GN-1440	BID - Public Notice / Bid Advertisement (30 days before bid)	0d	07-Mar-23	07-Mar-23
PC-GN-1450	BID - Develop Bid Packages	15d	07-Mar-23	27-Mar-23
PC-GN-1460	BID - Onsite Subcontractor Pre-Bid Meeting	0d	28-Mar-23	28-Mar-23
PC-GN-1470	BID - Subcontractor Bidding Period	15d	28-Mar-23	17-Apr-23
PC-GN-1480	Permitting - Incorporate Permit Review Comments	10d	05-Apr-23	18-Apr-23
PC-GN-1490	BID - CM Review & Tabulate Bid Results	15d	18-Apr-23	08-May-23
PC-GN-1500	Permitting - Issue 100% Construction Documents	0d	19-Apr-23	19-Apr-23
PC-GN-1510	Permitting - Submit 100% Construction Documents for Permitting	0d	19-Apr-23	19-Apr-23
PC-GN-1520	Permitting - Permit Review 100% Construction Documents	30d	19-Apr-23	31-May-23
PC-GN-1530	BID - City of Tampa Review & Approve Bid Results	5d	09-May-23	15-May-23
PC-GN-1540	BID - Buyout of Critical Subcontractors (100%)	10d	16-May-23	30-May-23
PC-GN-1550	Permitting - Permit Issued for Construction	0d	01-Jun-23	01-Jun-23
Course of Construction - Course of Construction		504d	01-Jun-23	30-May-25
CC-GN-0010	Construction - Phase	502d	01-Jun-23	30-May-25

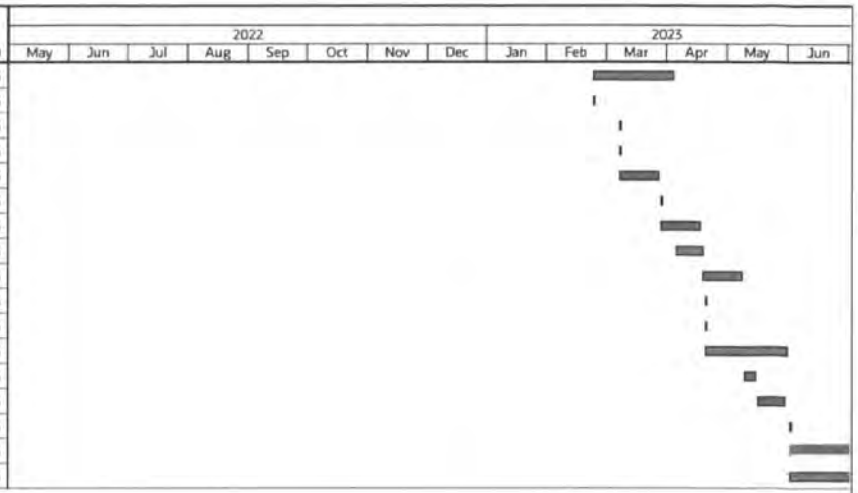


Exhibit C

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 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 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 (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 (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/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.; 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 untenantable, including disruption of utilities, water, or telecommunications. **(IF APPLICABLE)**

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

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

ADDITIONAL REQUIREMENTS

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

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

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

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

☐ Other: _____

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

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

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

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

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

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

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

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

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

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

Exhibit D

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)**

City of Tampa

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-00045 Contract Name: Design-Build Services for the Relocation of Solid Waste Facilities from Spruce Street to 34th Street
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 / 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 %
W / 59-2314222	OHC Environmental Engineering, Inc. 5420 Bay Center Drive, Suite 100, Tampa, FL 33609 PH 813-626-8156, FX 813-623-6702, jrizk@ohcnet.com	BM	925	80,000	0.14%
W / 20-4452969	VoltAir Consulting Engineers, Inc. 6005 Benjamin Road, Suite A, Tampa, FL 33634 PH 888-891-9713, FX 813-867-4566, jdavis@voltairinc.com	BM	925	981,335	1.75%
W / 59-3444163	Baker Barrios Architects, Inc. 100 Madison Street, Suite 100, Tampa, FL 33602 PH 813-549-1900, FX 888-926-3390, cbarrios@bakerbarrios.com	HM	906	2,251,158	4.02%
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	49,461	0.09%
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	429,413	0.77%
S / 47-5661955	Ferguson Land Surveyors, PLLC 806 Franklyn Street, Clearwater, FL 33756 PH 727-230-9606, FX 727-230-9234, Ben@FLSurveyors.com	CM	925	185,000	0.33%
O / 59-1533071	Jones, Edmunds & Associates, Inc. 730 NE Waldo Road, Gainesville, FL 32641 PH 321-269-2950, rkoller@jonesedmunds.com	CM	925	1,252,042	2.24%

Total ALL Subcontract / Supplier Utilization $_____
Total SLBE Utilization $ _____
Total WMBE Utilization $ _____

See Page 2

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

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

Signed: Jenny Sánchez, DBIA Name/Title: Director of Preconstruction Date:05.06.22 Updated

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

City of Tampa

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-00045 Contract Name: Design-Build Services for the Relocation of Solid Waste Facilities from Spruce Street to 34th Street
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 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 %
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	25,000	0.045%
O 37-0962090	Professional Service Industries, Inc. (PSI Intertek) 545 E. Alogonquin Road, Arlington Heights, IL 60005 PH 813-886-1075, michael.rothenburg@intertek.com	CM	925	436,479	0.779%
O 59-3666776	Guardian Fueling Technologies, LLC 9425 Phillips Highway, Suite 5, Jacksonville, FL 32256 PH 904-680-0860, FX 904-680-0857, sbender@guardianfueltech.com	CM	914	16,862	0.030%
O 45-4215280	Greenbuilt Solutions, LLC 315 E. Robinson Street, #525, Orlando, FL 32801 PH 407-466-3734, nate@grnbuilt.com	CM	914	10,000	0.018%
W 59-3099636	Howard & Associates Architects PA 3300 Henderson Blvd., Suite 206B, Tampa, FL 33609 PH 813-872-8881, harry.howard@haa-architects.com	BM	906	416,486	0.74%

Total ALL Subcontract / Supplier Utilization $ 6,150,118
Total SLBE Utilization $ 663,874
Total WMBE Utilization $ 3,753,999
Percent SLBE Utilization of Total Bid/Proposal Amt. 10.82% Percent WMBE Utilization of Total Bid/Proposal Amt. 61.21%

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

Signed: Jenny Sánchez, DBIA Name/Title: Director of Preconstruction Date: 05.06.22 Updated

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

City of Tampa

Jane Castor, Mayor

Brad L. Baird, P.E.
Deputy Administrator of Infrastructure
107 North Franklin Street
Tampa, Florida 33602

Email: Brad.Baird@tampagov.net
Office (813) 274-7883

Date: July 1, 2022

To: The Honorable Joseph Citro, Chairman, and Members of Tampa City Council

Through: John Bennett, Chief of Staff

Through: Jean W. Duncan, P.E., Administrator, Infrastructure and Mobility

From: Brad L. Baird, P.E., Deputy Administrator of Infrastructure

Subject: **City Council Session on July 14, 2022, Under Staff Reports and Unfinished Business, SIRE Item ID #75597:** A resolution approving an agreement for professional services in the amount of $6,794,724 between the City of Tampa and J. Kokolakis Contracting, Inc., in connection with Contract 21-C-00045; Relocation of Solid Waste Facilities authorizing the Mayor of the City of Tampa to execute same; providing an effective date.

This memorandum is being provided in lieu of an appearance by staff.

1. **Contract Title:** 21-C-00045; Relocation of Solid Waste Facilities from Spruce Street to 34th Street Design-Build – Initial Services Agreement

2. **Vendor:** J. Kokolakis Contracting, Inc.

3. **Purpose:** This project will provide for the relocation of the Department of Solid Waste and Environmental Management from Spruce Street to 34th Street on the McKay Bay Peninsula to include the design, development, and construction of a new Department Administration Building, Fleet Maintenance Building, Lube Maintenance Building, Container Storage Building, and Scale House as well as the Removal and Relocation of the New Truck Wash and Compressed Natural Gas (CNG) Operations. The scope of work shall also include fueling for city owned vehicles (gasoline, diesel, CNG, and electricity) as well as removal and rerouting of the McKay Bay Greenway Natural Trail as required.

   This Initial Services Agreement provides for the design, development of construction documents, and pre-construction services necessary to develop a Guaranteed Maximum Price (GMP) for the construction of the new operations center for Department of Solid Waste and Environmental Management.

4. **Equal Business Opportunity Statement:** J. Kokolakis Contracting, Inc. achieved 65% EBO participation for Phase I design services representing HBE=39.5%, BBE=21.7%, WBE=1.1% and SLBE=2.7%.

5. **Fiscal Impact:** This resolution authorizes an agreement between the City and J. Kokolakis Contracting, Inc., for professional design services necessary to develop a Guaranteed Maximum Price (GMP) for construction of a new Solid Waste operations center at the 34th Street/McKay Bay Peninsula site and provides $6,794,724 from the Solid Waste Relocation Project within the ARPA Capital Construction Projects Fund and the Solid Waste Capital/Construction Fund.

Thank you.

cc: Dennis R. Rogero, Jr., Chief Financial Officer, Revenue and Finance Department
Michael Perry, Budget Officer, Revenue and Finance Department
Gina K. Grimes, City Attorney, Legal Department
Sal Ruggiero, Deputy Administrator of Infrastructure Services
Larry Washington, Director, Solid Waste Department
Michael W. Chucran, P.E., Director, Contract Administration Department
Gregory K. Spearman, Purchasing Director
Gregory Hart, Manager, Equal Business Opportunity Division
Martin Shelby, City Council Attorney
Shirley Foxx-Knowles, City Clerk

City of Tampa
Jane Castor, Mayor

Solid Waste & Environmental Program Management
Larry A. Washington, MPA, Director
4010 W. Spruce Street
Tampa, Florida 33607
Office (813) 348-1146

June 29, 2022

TO: The Honorable Joseph Citro, Chair
and Members of Tampa City Council

THROUGH: John Bennett, Chief of Staff

THROUGH: Sal Ruggiero, Deputy Administrator of Infrastructure Services 7/1/22

FROM: Larry Washington, Director Department of Solid Waste & Environmental Program Management 6/30/2022

SUBJECT: Item ID No. 75597, A Resolution approving an agreement for professional services between the City of Tampa and J. Kokolakis Contracting, Inc.

The Department of Solid Waste and Environmental Program Management (DSW&EPM) is seeking approval of a resolution approving an agreement for professional services in the amount of $6,794,724 between the City of Tampa and J. Kokolakis Contracting, Inc. The below is intended to serve as additional support information in lieu of an in-person update during Council's July 14th regular meeting.

This agreement is in support of a project that will provide for the relocation of the DSW&EPM from Spruce Street to 34th Street on the McKay Bay Peninsula to include the design, development, and construction of a new Department Administration Building, Fleet Maintenance Building, Lube Maintenance Building, Container Storage Building, Scale House, Removal & Relocation of Truck Wash and Compressed Natural Gas (CNG) Operations and Removal, and rerouting of the McKay Bay Greenway Nature Trail as required.

Your support in approving this agreement is truly appreciated. If you have any questions or concerns, please feel free to contact me directly at (813) 348-1153.

cc: Martin Shelby, City Council Attorney
Shirley Foxx-Knowles, City Clerk
Jean Duncan, Administrator of Infrastructure and Mobility