

RESOLUTION NO. 2025 - 122

**A RESOLUTION APPROVING AN AGREEMENT FOR DESIGN-BUILD INITIAL SERVICES IN THE AMOUNT OF \$2,362,603 BETWEEN THE CITY OF TAMPA AND J. KOKOLAKIS CONTRACTING, INC. IN CONNECTION WITH CONTRACT 24-C-00019 TFR – FIRE STATION NO. 24 DESIGN-BUILD (PROJECT); AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, via the competitive selection process in accordance with Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act ("CCNA"), as applicable, the City of Tampa ("City") solicited requests for qualifications for Contract 24-C-00019 TFR – Fire Station No. 24 Design-Build; and

**WHEREAS**, J. Kokolakis Contracting, Inc. ("Firm") was selected, and designated the contract number of 24-C-00019, to provide professional design-build services as detailed in the Agreement for Design-Build Initial Services ("Agreement") in the amount of \$2,362,603; and

**WHEREAS**, the City desires to enter into this Agreement with the Firm to provide services that include, but not limited to, programming, planning, architecture, interior, furnishings-fixtures-equipment (FF&E), civil, structural, mechanical, electrical, lighting, acoustic, plumbing, fire protection, solid waste, stormwater, wastewater, water, communication, data, security, signage, as well as landscaping and irrigation design. Comprehensive design services shall also include energy efficiency, including solar technology and EV charging stations, as well as compliance with all governing codes, regulations, and accreditation requirements; and

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

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

**Section 1.** The Agreement between the City of Tampa and J. Kokolakis Contracting, Inc., in connection with Contract 24-C-00019 TFR – Fire Station No. 24 Design-Build, a copy of which is attached hereto and made a part hereof, is authorized and approved in its entirety or in substantially similar form.

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

**Section 3.** Approval of this resolution provides funding for an Agreement for design-build initial services in the amount of \$2,362,603 for the Fire Station No 24 Project from within the CIT Program 5 FY17-FY21 Capital Projects Fund in the amount of \$149,420, Non Ad Valorem Bonds CIP Fund Series 2021 in the amount of \$778,312.44, and Non Ad Valorem Bonds CIP Fund Series 2024 in the amount of \$1,434,870.56.

File# INF25-1148

**Section 4.** 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.** 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

**FEB 06 2025**.

ATTEST:

  
CITY CLERK/DEPUTY CITY CLERK

  
CHAIRMAN/CHAIRMAN PRO-TEM CITY COUNCIL

PREPARED AND APPROVED AS TO LEGAL

SUFFICIENCY BY:

Justin R. Vaske e/s  
Justin R. Vaske, Senior Assistant City Attorney

## **AGREEMENT FOR DESIGN-BUILD INITIAL SERVICES**

THIS AGREEMENT, made and entered into at Tampa, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2025, 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 24-C-00019 TFR – Fire Station No. 24 Design-Build ("Project") in accordance with this Agreement and limited to the elements of the Design Criteria Package ("DESIGN CRITERIA PACKAGE") attached hereto as **Exhibit A**; 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 and shall be limited to the elements of the DESIGN CRITERIA PACKAGE.

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%) of the Cost Of Construction shall be used in the calculation of the Total Project Cost.

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

### **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 461 calendar days after issuance of the Notice to Proceed.

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

#### **IV. GENERAL CONSIDERATIONS**

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

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

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

#### **V. COMPENSATION**

The CITY shall compensate the FIRM for the Initial Design-Build services performed under this Agreement in the amount not to exceed \$2,362,603 in accordance with **Exhibit C**.

#### **VI. PAYMENT**

Payment shall be made in accordance with Part VII of Chapter 218, Florida Statutes, entitled Local Government Prompt Payment Act, after receipt of the FIRM's invoice (application for payment), which shall be accompanied by sufficient supporting documentation and contain sufficient detail, to constitute a "proper invoice" as defined by Fla. Stat. §218.72, and to allow a proper pre- and post-audit of expenditures, should the CITY require one to be performed, in such form and containing such further detail, backup, and other information as the CITY may from time to time require. Invoices shall be about submitted no more than once a month, shall be itemized, detailed, and accompanied by valid receipts and sent to the CITY Project Manager care of the address noted on a particular approved work order or such other address as may from time to time be communicated to FIRM in writing by the CITY Project Manager. Invoices shall be signed by an authorized employee of FIRM who has the best actual knowledge of information contained in such invoice. FIRM shall submit proper invoices for approval to the CITY Project Manager (or as otherwise designated in the applicable work order or from time to time by the Director of the CITY's Contract Administration Department). Any dispute pertaining to pay requests must be presented to the CITY pursuant to Executive Order 2003-1, as amended, or its successor order. Subcontracted Work, if any, shall be invoiced at its actual cost without markup.

Where subcontracting exists with, FIRM shall with each invoice, submit a report on Form MBD-30 DMI Sub-(Contractors/ Consultants/Suppliers) Payments of all subcontracting entity contract amounts and payments together with completed reports or forms as the CITY may from time to time require pursuant to Chapter 26.5, City of Tampa Code.

## **VII. RECORDS**

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

With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection, or copying purposes at any time during normal business hours at a location within Hillsborough County, Florida as often as the CITY, HUD (if applicable), representatives of the Comptroller General of the United States or other federal agency may reasonably require. FIRM will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The CITY's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state or federal. FIRM shall retain all records and supporting documentation applicable to this Agreement for five (5) years from the date of submission of the annual performance report to HUD, if applicable. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

## **VIII. PERSONNEL**

The FIRM represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. All personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Agreement. The FIRM further certifies that all of its employees assigned to serve the CITY have such knowledge and experience as required to perform the duties assigned to them. Any employee of the FIRM who, in the opinion of the CITY, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the certain professional engineering services under this Agreement.

## **IX. SUSPENSION, CANCELLATION OR ABANDONMENT**

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

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

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

**X. TERMINATION**

**A. Termination for Cause.**

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

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

**B. Termination for Convenience.**

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

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

**XI. INSURANCE**

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

**XII. INTERESTS OF MEMBERS OF THE CITY**

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

**XIII. INTEREST OF THE FIRM**

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

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

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

**XIV. COMPLIANCE WITH LAWS**

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

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

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

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

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

F. Truth-In-Negotiation Certification: The FIRM certifies that the wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of the execution of the Agreement of which this Certificate is a part. The original price and any additions thereto shall be adjusted to exclude any significant sums by which the CITY determines the Agreement amount was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs and that such original Agreement adjustments shall be made within one (1) year following the end of the Agreement.

#### **XV. ASSIGNABILITY**

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

#### **XVI. EQUAL EMPLOYMENT**

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

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

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

C. Workforce Development Program is not applicable.



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

**XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM**

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

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

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

D. The FIRM shall report to the CITY its subcontractors/subfirms/suppliers solicited or utilized as required by **Exhibit E**.

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

**XVIII. CODE OF ETHICS**

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

**XIX. NEGATION OF AGENT OR EMPLOYEE STATUS**

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

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

**XX. SEVERABILITY**

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

**XXI. CHOICE OF LAW**

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

**XXII. DESIGNATION OF FORUM**

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

**XXIII. AUTHORIZATION**

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

**XXIV. ENTIRE AGREEMENT**

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

**XXV. INDEMNIFICATION**

To the fullest extent permitted by law, FIRM shall indemnify and hold harmless CITY from liabilities, damages, losses and costs, including reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the FIRM and persons employed or utilized by FIRM in its performance hereunder.

The FIRM shall not be required to defend, indemnify or hold harmless the CITY for any acts, omissions, or negligence of the CITY, the CITY's employees, agents, or separate contractors.

**XXVI. ESTOPPEL/WAIVER**

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

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

**XXVII. AUDIT REQUIREMENTS.**

In the event, that during the period of this Agreement, the FIRM expends more than \$1,000,000 in federal funds in an operating year from this and other federal grants, the FIRM shall, at its own cost and expense, cause to be carried out an independent audit. The audit shall be completed and a copy furnished to the CITY, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period, unless a longer period is agreed to in advance by the CITY. For purposes of this Agreement, an operating and/or audit year is the equivalent to the FIRM's fiscal year. The determination of when Grant Funds are expended is based on when the activity related to the expenditure occurs.

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

If expenditure does not exceed \$1,000,000 during an operating year, the FIRM shall provide the CITY with its annual financial statement within ninety (90) days of the end of its operating year. Said financial statement shall be prepared by an actively licensed certified public accountant.

State Single Audit: Each nonstate entity shall comply with all applicable requirements of section 215.97, F.S., and Audit Requirements. A State single audit is required if an nonstate entity expends \$1,000,000 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; or 3. On the Iran Terrorism Sectors List, created pursuant to s. 215.473."

Upon submitting its bid or proposal, a bidder/proposer: (i) certifies the company is not in violation of Section 287.135, Florida Statutes, and shall not be in violation at the time the company enters into or renews any resulting contract; and (ii) agrees any such resulting contract shall be deemed to contain a provision that allows the CITY, at its option, to terminate such contract for cause if the company is found to have submitted a false certification, been placed on one or any of the foregoing Lists, been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria.

### **XXXI.      PUBLIC RECORDS**

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

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

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

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

2.        Upon request by the CITY, provide the CITY with copies of the requested records, having redacted records in total on in part that are exempt from disclosure by law or allow the records to

be inspected or copied within a reasonable time (with provision of a copy of such records to the CITY) on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

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

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

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

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

**XXXII. E-VERIFY**

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

**XXXIII. LABOR**

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

IN WITNESS WHEREOF, the CITY has caused these presents to be executed in its name by its Mayor, and attested and its official Seal to be hereunto affixed by its City Clerk, and the FIRM has hereunto set its hand and Seal in TRIPLICATE, the day and year first written above.

**FIRM:** J. Kokolakis Contracting, Inc.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: ☐ Pres ☐ Exec/Sr Vice Pres ☐ CEO ☐ Gen Partner  
☐ Mgr (Mgr-Mgd LLC) ☐ Member (Member-Mgd LLC)

☐ Other (must attach proof of authority): \_\_\_\_\_

License no: \_\_\_\_\_

*Use entity Ch 471/481/489 license no;  
individual's only if applicable.*

[SEAL]

**ATTEST:**

**CITY:**

City of Tampa, Florida

By: \_\_\_\_\_

City Clerk/Deputy City Clerk

[SEAL]

By: \_\_\_\_\_

Jane Castor, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Justin R. Vaske, Senior Assistant City Attorney

## COERCION FOR LABOR OR SERVICES ATTESTATION

Pursuant to Section 787.06(13), F.S., this form must be completed by an officer or representative of a nongovernmental entity when a contract is executed, renewed, or extended between the nongovernmental entity and a governmental entity.

J Kokolakis Contracting does not use coercion for labor or services as defined in this Section 787.06, F.S.

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

Printed Name: Roderick Voigt

Title: EVP

Signature: Roderick C. Voigt

Date: 12/11/2024

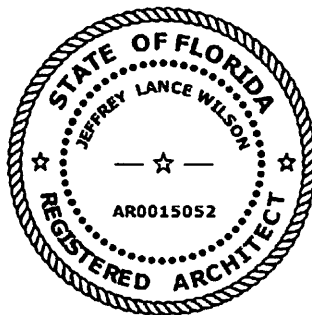
Exhibit A



**RFQ 24-C-00019  
DESIGN-BUILD SERVICES  
AND RELATED, ASSOCIATED, AND SUBSEQUENT WORK FOR  
TFR - FIRE STATION NO. 24**

**DESIGN CRITERIA PACKAGE**

BY:  
JEFFREY WILSON, AIA NCARB SEG D



CITY OF TAMPA  
May 2, 2024



## **DESIGN CRITERIA PACKAGE FOR THE REQUEST FOR QUALIFICATIONS (RFQ 24-C-00019)**

### **TFR - Fire Station No. 24 Design-Build**

May 2, 2024

Page 1 of 19

The following Design Criteria Package was prepared by the City of Tampa, Florida (CoT or "City") for a Request for Qualifications (RFQ 24-C-00019) for "Design-Build (DB) Services" and Related, Associated, and Subsequent Work for a new one-two story "Fire Station 24" and campus for Tampa Fire Rescue (TFR) to be located at 4902 East Whiteway Drive, Tampa, Florida 33617. The site also consists of two parcels and a public right of way (Refer to Attachments).

The "Design-Build Team" (DBT) shall provide the following services and deliverables including, but not limited to the following:

#### **GENERAL ITEMS**

- Comprehensive Project Scheduling and Project Management.
- Comprehensive Master Planning, Project Programming and Spatial Analysis.
- Comprehensive Public Outreach Campaign, Compilation, and Analysis.
- Additional Elements and Amenities as Outlined from Public Input.
- Compliance with the Standards to satisfy LEED Silver Certification (No Certification is Required).

#### **PROJECT ITEMS**

- Comprehensive Architecture and Interior Design Services.
- Comprehensive Landscape Architecture.
- Comprehensive Services for the Relocation of Existing Furnishings, Fixtures, and Equipment (FFE).
- Comprehensive Services for New Existing Furnishings, Fixtures, and Equipment (FFE).
- Comprehensive Specialty Design Services for a TFR Fire Station.
- Comprehensive Engineering Services including, but not limited to Civil, Structural, Threshold Inspection, Mechanical, Electrical, Lighting, Plumbing, Acoustic, Fire Protection, Stormwater, and Security
- Comprehensive Studies and Analysis of Neighborhood Traffic and Means of Transportation.
- Comprehensive Design Services for Energy Efficiency and Production including Solar Technology and EV Charging Stations.
- Coordination with CoT's Departments including, but not limited to, Equal Business Opportunity (EBO), Logistics and Asset Management (LAM), Mobility, Risk Management, Solid Waste, Stormwater, Sustainability and Resiliency, Technology and Innovation (T&I), Water, and Wastewater.
- Computer Graphics including 3D Modeling and Renderings for Presentations.
- Environmental Graphic Design Services including Wayfinding as well as Exterior and Interior Identification, Informational, and Directional Signage.
- Comprehensive Design Services for a Project and/or Building Commemorative Plaque(s).
- Coordinating the Installation(s) of Public Art and Providing of Required Utilities and Support of Structure(s).
- Survey Services including, but not limited to, Boundary, Topographic, Bathymetry, Trees, Utilities, Layout, As Built, and Final Layout.
- Comprehensive Construction, Fabrication, and Construction Administration Services.
- Comprehensive Geotechnical Services and Utility Location.

## **DESIGN CRITERIA PACKAGE FOR THE REQUEST FOR QUALIFICATIONS (RFQ 24-C-00019)**

### **TFR - Fire Station No. 24 Design-Build**

May 2, 2024

Page 2 of 19

- Comprehensive Demolition, Land Clearing, and Grading.
- Comprehensive Irrigation Design and Implementation Services.
- Comprehensive Green Infrastructure for Stormwater Management.
- Comprehensive Job Site Control and Erosion Control Systems.
- Comprehensive Environmental Evaluation, Analysis, and Hazard Remediation Services.
- Comprehensive Environmental Evaluation, Analysis, and Remediation for Lead and Asbestos
- Comprehensive Cost Estimation Services at 30% CD, 60% CD, 90% CD, and 100% CD.
- Scheduling of a Preliminary Project Review (PPR) with the Construction Service Department (CSD) at 60% CD.
- Single Guaranteed Maximum Price (GMP) Proposal to include, but not limited to, T&I, FF&E (DBT and CoT Provided), Solar Technology, Firm and CoT Contingencies, Public Art (1% of Total Budget to a Maximum of \$200K) and all industry standard soft costs.
- As Built and Final Documents in Latest AutoCAD Release.
- Complete Closeout Documents Technical Specifications, Shop Drawings, and Exhibits in Word and PDF Formats.

### **COMPLIANCE ITEMS**

- Compliance with all CoT and Regulatory Requirements as indicated in the CoT's Permitting Checklist.
- Compliance with all Applicable Governing Codes, Laws, Regulations, and Ordinances including Site, Environmental, Landscape, Building, and Regulatory Permitting.
- Compliance with CoT's Apprentice Programs.
- Compliance with CoT's Architectural Review, Historic Preservation, Over-Lay District, and Certificate of Appropriateness Regulations.
- Compliance with American with Disabilities Act (ADA) and Florida Building Codes | Accessibility.
- All Costs Related to Permitting, Regulatory Agencies, and Fire Station Accreditation.

### **TAMPA FIRE RESCUE ITEMS**

- Comprehensive Specialty Design Services for a TFR Fire Station and Related Facilities.
- Performance Forward Fire Station Design.
- Transitional Zones for Decontamination.
- Green, Resilient, and Flexible Fire Station Design.
- Design Emphasis on Firefighter Wellness.
- Design for the Inclusion of All Genders.
- Use of Natural Lighting in Fire Station Design.
- Minimize Acoustics between Dormitory Rooms and Adjacent Spaces.
- On-Site Training Facilities and Amenities.
- Understanding of Community Impact.
- Providing of a Traffic Signal and/or Traffic Devices (To Be Determined).
- Project Coordination and Communication with TFR and Logistics and Asset Management Departments.
- Project Coordination and Communication with TFR's Project Manager and/or Consultant.

## **SECTION 1: DESIGN CRITERIA IN GENERAL**

### **1.01 PURPOSE**

This document provides the criteria for the design, development, and construction of a new one-two story "Fire Station No. 24" and campus upon an existing 3.05-acre site (approximately) owned by the CoT at 4902 East Whiteway Drive, Tampa, Florida 33617. The site also consists of two parcels and a public right of way (Refer to Attachments).

All construction and improvements for this project shall be prioritized through a collaborative programming and design process culminating in a GMP Proposal for the outlined site, building(s), structures, and amenities. Additional information regarding specific design, construction, and improvements are illustrated in the exhibits and/or attachments.

#### **A. PUBLIC OUTREACH CAMPAIGN, COMPILATION, AND ANALYSIS**

All Respondents to this Request for Qualifications (RFQ) shall upon their selection be required to gather input from the public through a series of face to face and virtual public engagements including, but not limited to, town halls, meetings, workshops, and presentations to identify the needs and requirement of the residents, neighborhood, and community regarding a new Fire Station No. 24 and campus.

Public Outreach shall include, but not limited to, the collection of all data, information, materials, surveys, feedback, research, planning, compilation, and analysis, for the design and construction of new buildings, structures, site amenities, and parking as initially outlined herein including the development of the property to accommodate visitors, employees, CoT and TFR owned vehicles, and delivery parking.

All Respondents to this RFQ shall also be required to also provide evidence of prior success, including methods and strategies, in engaging the public, press, social media, and other potential community partners, to communicate the progress, objectives, and goals of this project. All Respondents shall also lead, alongside TFR and stakeholders of the CoT, a campaign to give the community a voice to shape a new Fire Station No. 24 and campus and inform the public in a consistent, timely, clear, and positive manner of its development, progress, schedule, and target dates.

#### **B. MASTER PLAN, PROGRAMMING, AND SPATIAL ANALYSIS**

All Respondents to this RFQ shall upon their selection be required to prepare a comprehensive Master Plan, Project Program, and Spatial Analysis with Cost Estimate, based on the Public Outreach, Compilation, and Analysis for the review and approval of TFR and stakeholders of the CoT that sets forth, establishes, and confirms the goals and objectives for this project. The Master Plan, Program, and Spatial Analysis with Cost Estimate shall include, but not limited to, the collection of all data and materials, research, planning, spatial analysis, and wayfinding for the design and construction of new buildings, structures, and site amenities as outlined herein as well as the development of the property to accommodate visitors, employees, CoT and TFR owned vehicles, and delivery parking.

## **DESIGN CRITERIA PACKAGE FOR THE REQUEST FOR QUALIFICATIONS (RFQ 24-C-00019)**

### **TFR - Fire Station No. 24 Design-Build**

May 2, 2024

Page 4 of 19

#### **C. SITE AND GENERAL CAMPUS**

Site development for a new Fire Station No. 24 and campus shall include, but not limited to, all items listed in this Design Criteria and shall be made part of the comprehensive Master Plan, Project Program, and Spatial Analysis with Cost Estimates. Refer to Section 2 for additional information.

##### **1.02 SITE**

The site for this project is an undeveloped 3.05-acre (approximate) parcel of land owned by the CoT located at 4902 East Whiteway Drive, Tampa, Florida 33617 consisting of two parcels and a public right of way (Refer to Attachments). Please note that the site is generally rectangular in shape, abuts existing residential lots on the east and west, Greco Park to the north, East Whiteway Drive to the south, and is bisected by a fifty (50) foot unimproved public right of way.

Additionally, access to the site is proposed by TFR from East Whiteway Drive to the south and as well as Greco Park to the immediate north, however no driveways along either boundary currently exist.

The site for this project is in the City of Tampa, Florida within the section/township/range of 16/28/19 and with folio number 139687-0000.

##### **1.03 INTENT**

The intent herein is to list the minimum design criteria necessary for achieving this effort under a single Design-Build | Single GMP Contract.

##### **1.04 BASIS OF DESIGN**

This Design Criteria Package presents user information, and in specific cases product data, as a basis of design – it is not a specification, prescriptive checklist, nor substitute for site visitation(s) prior to submission.

The Design Criteria Package is for illustrative purposes and is not intended to replace the professional judgement by competent licensed Professionals including, but not limited to, Architects, Interior Designers, Landscape Architects, Engineers, General Contractors, Subcontractors, and Fabricators, in proposing the full scope of work and GMP Proposal.

##### **1.05 PROJECT TEAM REQUIREMENTS**

The DBT to be utilized for this project shall have suitable personnel and equipment, resources, financial stability, and experience to accomplish the project objectives. The DBT shall be responsible for every phase of work and every task and activity including, but not limited to, project management, design, engineering, construction, fabrication, and construction administration, required to execute the scope of work complete in its entirety. The DBT shall also be required to conduct all testing, obtain all approvals, and provide systems training for total occupancy in accordance with the budget and schedule as deemed by the CoT and TFR.

**DESIGN CRITERIA PACKAGE FOR THE REQUEST FOR QUALIFICATIONS (RFQ 24-C-00019)**

**TFR - Fire Station No. 24 Design-Build**

May 2, 2024

Page 5 of 19

**1.06 SCHEDULING AND PROJECT COORDINATION**

Scheduling and coordination of the project must organize long lead times, potential delays, and funding in the most efficient and suitable manner acceptable to the CoT.

The DBT shall develop a Design and Construction Phasing Plan and Schedule to complete the project as soon as possible and within the specified Construction Duration. The Phasing Plan and Schedule shall be developed in collaboration with CoT and TFR to minimize disturbance of programmed activities and public use of the adjacent park.

The DBT shall submit a recommended design development schedule and package content for each stage of review (e.g., 30%/60%/90%/100% Construction Documents (CD)). The schedule shall accommodate reviews by the CoT and TFR. The recommended schedule and content shall be submitted prior to 30% CDs and pricing.

**1.07 EXHIBITS**

The exhibit(s) attached and described under this RFQ have been compiled by TFR and are included herein for use as a basis of design only and not intended to indicate acceptance or intent to hire. Refer to Attachments.

**1.08 ZONING OF THE SITE**

The DBT shall confirm the zoning of new Fire Station No. 24 with TFR. Refer to Attached Exhibits for additional information regarding Zoning.

**1.09 FLOOD ZONE**

The DBT shall confirm with TFR that the entire site for new Fire Station No. 24 lies within Flood Zone X. Refer to Attached Exhibits for additional information regarding Flood Zone.

**1.10 SURVEY AND VERIFICATION OF SITE CONDITIONS**

Design-Build Services shall include boundary and physical surveys including, but not limit to, topography, trees, right of way, utilities, buildings, pavement, and all existing facilities necessary for cost estimating, design, and construction of the proposed improvements. Design-Build Services shall also include surveying for layout and As-Built Plans, and the verification of all existing conditions necessary for the successful completion of the project including but not limited to:

**A. BOUNDARY, TOPOGRAPHIC, WETLAND, TREE, AND UTILITY SURVEY**

Provide a composite boundary, topographic, tree, wetland, and utility survey for a new Fire Station No. 24 and campus. The survey shall include, but will not be limited to, the following:

- Locations of all above ground improvements
- Topography with sufficient ground elevations to prepare a Digital Terrain Model (DTM), with 1' contours.
- Visible evidence of above and underground utilities
- Wetlands

## **DESIGN CRITERIA PACKAGE FOR THE REQUEST FOR QUALIFICATIONS (RFQ 24-C-00019)**

### **TFR - Fire Station No. 24 Design-Build**

May 2, 2024

Page 6 of 19

- Storm and pipe sizes, types, and inverts, septic system with drain field.
- Finish floors of all buildings
- Existing easements (if any)
- Trees 5" DBH (tree trunk diameter at 4.5 feet above grade) and greater. Groups of trees in proximity (i.e., those within 5' of each other) shall also be designated as a grouping of trees, with the predominant species, estimated number and average caliper indicated.
- Provide North American Datum 1983, Adjustment 2011 (NAD83/2011)
- Provide North American Vertical Datum 1988 (NAVD88)
- Deliverable to include PDF of field notes and zip file of survey drawing.

#### **B. RIGHT OF WAY SURVEY**

Provide a Right of Way Survey for a new Fire Station No. 24 and campus to include, but not be limited to water, wastewater, sanitary sewer, mobility, electrical, technology, communication, data, and all other utility connections.

#### **1.11 LAND CLEARING, SITE WORK, DEMOLITION, REMOVAL, GRADING, LANDSCAPING, AND IRRIGATION**

All land clearing, site work, tree protection, demolition, removal, grading, landscaping, and irrigation made necessary to achieve the final design for this project shall be included by the Respondents to this RFQ.

#### **1.12 LAYDOWN AREA**

The DBT shall confirm with TFR and Parks & Recreation (P&R), prior to the start of the project, if a portion of Greco Park, adjacent to the site, can be used as a laydown area for construction during the course of the project.

#### **1.13 COMPLIANCE WITH GOVERNING CODES AND LIFE SAFETY**

All Respondents to this RFQ shall have a complete and thorough understanding of the laws and regulations regarding public and life safety as well as demonstrated experience, including but not limited to, governing building/city codes, plan/code review process, regulatory agency reviews, required site improvements, and TFR and Fire Station Accreditation. All Respondents to this RFQ shall also have a complete and thorough understanding of the submittal requirements and processes of the CoT and TFR as well as required approvals for design, fabrication, and construction.

#### **1.14 COMPLIANCE WITH CITY OF TAMPA ORDINANCES**

All Respondents to this RFQ shall comply with all municipal ordinances, including but not limited to those regarding 1) Apprenticeship Training - Construction (Construction \$1,000,000 >), 2) Equal Business Opportunity (EBO) Program, and 3) Providing of required Utilities as outlined in the CoT Ordinances and Forms of Agreements.

All Respondents to this RFQ shall be aware of the CoT's desire to foster ongoing or developing programs such as apprenticeship, mentoring, and on-the-job training. Emphasis towards fostering a strong and talented local workforce, promoting an increase in school attendance and graduation rates, defining pathways through higher education, technical certification programs

## **DESIGN CRITERIA PACKAGE FOR THE REQUEST FOR QUALIFICATIONS (RFQ 24-C-00019)**

### **TFR - Fire Station No. 24 Design-Build**

May 2, 2024

Page 7 of 19

and career readiness are a CoT objective. Additionally, the championing of local business, removing barriers to access, and promoting diversity, and inclusion, in addition to that mentioned, are important criteria in the selection process(es).

#### **1.15 COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA BUILDING CODE | ACCESSIBILITY**

All Respondents to this RFQ shall have a complete and thorough understanding of the regulations and requirements of the Americans with Disabilities Act (ADA) as well as the Florida Building Code (currently in effect) including Accessibility.

#### **1.16 COMPLIANCE WITH THE STANDARDS OF TAMPA FIRE RESCUE AND FIRE STATIONS**

All Respondents to this Request for Qualifications (RFQ) shall have a complete and thorough understanding of the rules and regulations regarding the construction of department facilities as set forth by governing federal, state, and local agencies, commissions, professional associations, accreditation boards, related to and/or with oversight of TFR's operations; including but not limited to, exterior walls, interior walls, points of entry, doors, windows, openings, finishes, ceilings, roofs, lighting, HVAC, specialized ventilation, security, and fire protection.

#### **1.17 UNDERSTANDING OF THE DEPARTMENT ORGANIZATION AND WORKFLOW**

All Respondents to this Request for Qualifications (RFQ) shall have a complete and thorough understanding of the organization, workflow, and transfer of information and materials (physical and virtual) of both CoT and TFR.

#### **1.18 CONSTRUCTION AND ENERGY SAVINGS**

All new construction for this project shall be designed and built to satisfy the standards for LEED (Leadership in Energy and Environmental Design) Silver Certification (LEED Certification is not Required). The satisfying of LEED Silver Certification shall require the DBT to adhere as closely as possible to the prerequisites and credits of the United States Green Building Council (USGBC) that address carbon, energy, water, waste, transportation, materials, health, and indoor environmental quality, and upon verification and review, achieves between 50-59 points.

All new construction shall make the best use of all applicable and sustainable materials and methodologies to reduce operating costs, including but not limited to energy efficient windows, lighting, HVAC equipment, insulation, plumbing, and appliances (savings technologies). Additionally, all new construction for this project shall make the best use smart building controls for HVAC and lighting as well as energy producing technologies, including but not limited to solar panels.

#### **1.19 USE OF NEW AND EMERGING TECHNOLOGIES**

All new construction shall consider the possible use of emerging and new technologies and commercially available products if they can be proven to result in the successful and satisfactory design and construction of the project for TFR.

#### **1.20 ENVIRONMENTAL CRITERIA**

The project site is in an urban | suburban setting with a mix of residential and civic uses accessed by roads and sidewalks. Vehicular and pedestrian access routes, or detours, shall be provided and

## **DESIGN CRITERIA PACKAGE FOR THE REQUEST FOR QUALIFICATIONS (RFQ 24-C-00019)**

### **TFR - Fire Station No. 24 Design-Build**

May 2, 2024

Page 8 of 19

maintained throughout the construction phase as necessary and in accordance with the CoT Standards and the FDOT (Florida Department of Transportation) Greenbook where applicable.

Additionally, dust, debris, and sediment pollution shall be controlled throughout the construction phase.

#### **1.20 ESSENTIAL FACILITY**

All Respondents to this RFQ shall be advised that Fire Station No. 24 shall be designed and engineered to comply with the governing standards of an Essential Facility with Coastal Conditions (Risk Category 4 and Hurricane Category 5; To be verified by DBT).

#### **1.21 SITE VISIT**

All Respondents to this RFQ are invited to visit the project site prior to responding to this RFQ. A site visit is not mandatory.

## **SECTION 2: BASIS OF DESIGN**

### **2.01 RFQ RESPONSE**

- 2.01a The DBT shall be advised that the footprint for Fire Station No. 24 was initially based on TFR's existing Fire Station No. 23 (10,600 SF approximate) and campus located at 20770 Trout Creek Drive, Tampa, Florida 33647. However, TFR remains open to ideas, recommendations, and suggestions to improve upon this current design.

Construction Documents and additional information regarding Fire Station 23 and previously completed projects shall be made available to the selected DBT.

- 2.01b The DBT shall demonstrate experience and the ability to develop a GMP to include this and all attachments and associated exhibits (refer to Exhibits). Design and construction scopes shall include, but not be limited to, preliminary pricing at 30%, 60%, 90%, and 100% Construction Documents, Equal Business Opportunity (EBO) Program, Utility, T&I, ADA, and PPR submissions at 60%, and any other qualifications addressing GMP total scope.
- 2.01c The DBT shall demonstrate experience and the ability to coordinate this project proposal in response to P&R scheduling criteria, coordinate long lead-times, maximize downtime efficiencies, minimize potential delays, and generally phase work under a single GMP Proposal.
- 2.01d The DBT shall demonstrate previous successful experience designing and constructing comparable projects including, but not limited to, insert, and similar facilities.
- 2.01e The DBT shall demonstrate previous work in neighborhood context and with materials appropriate to the community and neighborhood.



## **DESIGN CRITERIA PACKAGE FOR THE REQUEST FOR QUALIFICATIONS (RFQ 24-C-00019)**

### **TFR - Fire Station No. 24 Design-Build**

May 2, 2024

Page 9 of 19

#### **2.02 Total Estimated Project Budget for: Design, Preconstruction, and Construction: \$13,000,000 to \$19,000,000.**

The final budget to execute this project shall be determined as part of the design and pre-construction efforts with the possibility of additional or future work, if deemed by the CoT, becoming a subsequent and separate RFQ and project.

The total estimated budget for construction shall include in addition to all hard and soft costs the costs associated with Traffic Signals (To Be Determined), T&I, FF&E, Solar, Public Artwork (maximum of 1% of the total budget not to exceed \$200,000), Signage, and Owner (CoT) and Contractor Contingencies.

The cost for new TFR fire trucks and/or vehicles is part of the overall CoT budget for this project but is not part of the scope of work.

#### **2.03 Project Initial Design and Pre-Construction Services Duration: 12 months**

#### **2.04 Project Construction Duration: 18-24 months**

#### **2.07 DESIGN CRITERIA | GENERAL**

2.07a The approved final design shall be complete in all respects as deemed by TFR and shall include all elements necessary to complete the project in its entirety.

2.07b The approved final design shall meet the needs of the users and the larger community as determined in collaboration with TFR. The DBT shall also incorporate principles of Crime Prevention Through Environmental Design (CPTED) as applicable.

2.07c The DBT shall develop and promote a high functioning, collaborative relationship within itself and TFR to achieve design excellence within the established budget and approved schedule. The DBT shall demonstrate exemplary service to TFR and the stakeholders of the CoT, including but not limited to, project management, design, development, construction, fabrication, and construction administration services.

2.07d The DBT shall have a thorough understanding of ADA and Florida Building Code regulations regarding accessibility, public safety, and all related requirements to design, permit, and construct this project accordingly in its entirety as deemed by TFR.

2.07e The DBT shall consider in its final design the routine maintenance by TFR and any additional maintenance to be provided by the CoT's Facilities Department (LAM).

2.07f The DBT shall include professional cost estimating in its services and scope as work as necessary to inform the design process, facilitate programming, prioritize decisions, and develop the GMP Proposal.

2.07g The DBT shall provide products, materials, and finishes that are durable, commercial grade, and appropriate for TFR facilities with heavy use. Specific furnishings and finishes, or a basis of design product, shall be included in the documents or GMP documents.

## **DESIGN CRITERIA PACKAGE FOR THE REQUEST FOR QUALIFICATIONS (RFQ 24-C-00019)**

### **TFR - Fire Station No. 24 Design-Build**

May 2, 2024

Page 10 of 19

- 2.07h The DBT shall provide the TFR and the CoT Stakeholders with three (3) complete Interior Finish Boards displaying all approved exterior and interior materials, hardware, cabinetry, and casework including, but not limited to, all colors, finishes, and textures.
- 2.07i The DBT shall provide transparent pricing that takes advantage of the efficiency of Design-Build, by creating efficiencies through the standardization of design elements and fast tracking of design, construction, and fabrication to maximize the CoT's budget. The DBT shall make all attempts to minimize the schedule and utilize materials and equipment that are easily procured and maintained from reliable suppliers with exceptional warranty services.
- 2.07j The DBT shall create designs that enhance the safety of the project in both construction and in the operation of the facility or facilities. The DBT design and construction process(es) shall be required to reduce re-work and interference with operation, with a goal of no recordable incidents.

## **2.08 DESIGN CRITERIA | SITE**

- 2.08a General Site Improvements shall include, as part of the complete set of Design and Construction Documents, comprehensive Architecture, Landscape Architecture, Interior Design, Graphic Design, and Engineering Plans and Specifications including but not limited to, the following:
- Paved Asphaltic | Concrete Roadways and Driveways for Heavy Vehicles.
  - Concrete Aprons.  
(All Roadways, Drives and Aprons shall be designed prevent Vehicle Drag Entering | Exiting)
  - Secured Surface Parking Spaces: 20 Minimum (verify).
  - Visitor Parking: 4 Spaces (verify).
  - Surface Handicap Spaces: 2 (verify).
  - EV Charging Stations: 2 (TBD).
  - ATV | Golf Cart Parking.
  - Gasoline and Diesel Fuel Station.
  - Pedestrian and Employee Walkways.
  - Outdoor Covered Patio (Adjacent to Kitchen).
  - Landscaping and Irrigation System.
  - Retention Pond(s).
  - Detention Area(s).
  - Site, Area, and Perimeter Lighting.
  - Site Identification (Signage).
  - Complete Security and Surveillance System(s).
  - Privacy Wall and Fencing with Electronic Gates.
  - Solar Panels and Related Services and Technology Equipment.
  - Site Amenities including but not limited to Outdoor Seating, Tables, Bicycle Rack and Flagpole(s).
  - Site Services including but not limited to Electrical Outlets and Hose Bibs for Vehicle Servicing

## **DESIGN CRITERIA PACKAGE FOR THE REQUEST FOR QUALIFICATIONS (RFQ 24-C-00019)**

### **TFR - Fire Station No. 24 Design-Build**

May 2, 2024

Page 11 of 19

- Waste Container(s) and Enclosure(s).
  - Fire Hydrant(s)
  - Traffic Signal(s) (To be Determined)
- 2.08b The preliminary and final designs are to be based on providing amenities and elements defined by the comprehensive Master Plan, Programming, and Spatial Analysis based on the findings of the Public Outreach Campaign, Compilation, and Analysis. The goal is to meet the needs of TFR as well as those of the neighborhood and community.
- 2.08c The design should consider the existing site conditions including existing drainage patterns. It is imperative that the final designer and preparer of construction documents fully understand Americans with Disabilities Act (ADA) and Florida Building Code (FBC) regulations regarding accessibility and public safety as well as all related requirements to design, permit, and construct this facility in its entirety.
- 2.08d DBT services shall include, but not be limited to, providing a survey as well as verifying all existing conditions and existing features, including but not limited to, topography, utilities, trees, vegetation, and site amenities.
- 2.08e DBT services shall include, but not limited to, environmental compliance, tree protection, artwork protection, utility coordination, and regulatory permitting as necessary to design, permit, and construct this project in its entirety as deemed by TFR.
- 2.08f The DBT shall design and provide positive drainage throughout the site with no standing water, saturated soil, etc.
- 2.08g The approved final design shall be complete in all respects as deemed by TFR and shall include all elements necessary to complete the project in its entirety.
- 2.08h The DBT shall provide foundations, slabs, drives, and walkways throughout the project of sufficient design and construction to accommodate heavy to extreme loads and all types and sizes of proposed and anticipated TFR and CoT vehicles.
- 2.08i The DBT shall provide a comprehensive irrigation and site lighting control system compatible with the city-wide system per the CoT's technical specifications, which will be provided during the design phase.
- 2.08j The DBT shall study various site lighting options including, but not limited to, installation and operating costs. The DBT shall provide site lighting per the approved final design and GMP.
- 2.08k The DBT shall provide an irrigation system for established and new trees and vegetation as well as the maintenance of other plant material per the approved final design and GMP. CoT's technical specifications will be provided during the design phase.

## **DESIGN CRITERIA PACKAGE FOR THE REQUEST FOR QUALIFICATIONS (RFQ 24-C-00019)**

### **TFR - Fire Station No. 24 Design-Build**

May 2, 2024

Page 12 of 19

- 2.08l The DBT shall provide trees and other plant material per the approved final design and GMP. The quality of plant material and appurtenant work shall be per the CoT's technical specifications which will be provided during the design phase.
- 2.08m The DBT shall provide an appropriate enclosure for several solid waste carts or another waste management strategy for a TFR Fire Station that meets with the neighborhood's visual context.
- 2.08n The DBT shall refer to the attached Site Investigative Report for Fire Station No. 24, dated November 6, 2023, and the Preliminary Stormwater Plan, dated October 2023 (Revised) for additional information.

### **2.09 DESIGN CRITERIA | BUILDING AND AMENITIES**

- 2.09a As part of the complete set of Design and Construction Documents, comprehensive Architecture, Interior Design, Graphic Design, and Engineering Plans and Specifications for this project shall include, but not be limited to, the following:

- One-Two Story 11,000 SF (approximate) Fire Station with four (4) side-by-side (4) Apparatus Bays.
- Entries: Covered.
- HVAC: Full.
- Exterior and Interior Lighting.
- Fire Protection including Sprinklers and Suppression System.
- Fire Alarms and Smoke Detectors.
- Complete Security and Surveillance System(s).
- Complete Phoenix G2 Notification System throughout, including but not limited to, apparatus bays and bunks.
- Controlled Access.
- Building Identification (Signage).
- Exterior and Interior Signage.
- Site and Area Lighting.
- Backup Generator(s).
- Solar Technology with Battery Storage (TBD).
- Exterior Ladder(s) to Roof and Solar Technology.

### **2.09b Spatial Requirements**

#### **Public Access Areas**

- Reception | Lobby.
- Uni-Sec ADA Restrooms.
- Community Meeting | Training Room.
- Training Room Storage.

## **DESIGN CRITERIA PACKAGE FOR THE REQUEST FOR QUALIFICATIONS (RFQ 24-C-00019)**

### **TFR - Fire Station No. 24 Design-Build**

May 2, 2024

Page 13 of 19

#### **Command Areas**

- District Chief Office (1).
- District Chief Dormitory Room (1) including Bunk, Locker, and Desk.
- District Chief Restroom | Shower (1).
  
- Captain Office (Shared).
- Captain Dormitory Rooms (2) including Bunks (Draws Below), Lockers, and Desks.
- Captain Restroom | Shower (2).
  
- Lieutenant Dormitory Room (1) including Bunk (Draws Below), Locker, and Desk.
- Lieutenant Restroom | Shower (1).
  
- Command Storage.
- Office | Report Writing Room.
- Watch Room.
- Nite Room.

#### **Crew Quarters**

- Crew Dormitory Rooms (8) including Bunks (Drawers Below), Lockers, and Desks.
- Domestic Laundry | Janitor.
- Restroom | Shower Rooms for Men and Women.
  
- Kitchen with Island and Bar.
- Food Preparation Area with Ice Machine.
- Three (3) Shift Pantries with Rolling Doors.
- Dining Area with Television and Entertainment Center.
- Exterior Covered | Enclosed Patio with Gas Grills and Patio Furnishings.  
(Adjacent to Kitchen and Dining)
  
- Dayroom | Activity Area with Television and Entertainment Center.
- Computer Training Room.
- Nursing Room with Counter, Sink, and Refrigerator.

#### **Facility Support Areas**

- Physical Agility | Weight Room.  
(Adjacent to Lockers, Restrooms, and Showers)
- Physical Agility Storage Room.
- Hallway Lockers.
- Dry Storage.
- Mechanical Room.
- Electrical Room.
- Emergency Generator Enclosure.
- Telecommunications Room.

**DESIGN CRITERIA PACKAGE FOR THE REQUEST FOR QUALIFICATIONS (RFQ 24-C-00019)**

**TFR - Fire Station No. 24 Design-Build**

May 2, 2024

Page 14 of 19

- Chiller.

**Apparatus Bays and Support**

- Apparatus Bays (4)  
(To be Sloped away from Public Access, Command Areas, Crew Quarters, and Facility Support Areas).
- Air Room.
- Ice Machine.
- Decontamination Room.  
(Adjacent to Restrooms and Showers)
- Exterior Equipment.
- Airlock Vestibule.
- Restrooms | Showers.
- EMS Supply.
- Turnout Gear Storage.
- Janitor Room | Storage Room.
- Emergency Eye Wash Stations.
- Diesel Exhaust System.
- Overhead Large Fans.
- Retractable Electrical Cord Reels from Ceilings for each Apparatus.
- Stair Tower | Fire Training Tower (Two Story Option).

- 2.09c The DBT shall develop and promote a high functioning, collaborative relationship within itself, TFR, and the stakeholders of the City of Tampa (CoT) to achieve design excellence within the established budget and approved schedule. The DBT shall be required to demonstrating exemplary service to TFR and the stakeholders of the CoT, including but not limit to, public outreach, master planning, project programming, special analysis, project management, design, development, construction, fabrication, and construction administration services.
- 2.09d The DBT shall provide designs that maximize the area available to meet the needs of the public end users, TFR, and the stakeholders of the City of Tampa so that Fire Station No. 24 can effectively serve the residents, neighborhood, and local community.
- 2.09e The DBT shall develop a Design and Construction Phasing Plan and Schedule that achieves completion of Fire Station No. 24 as soon as it is practical as deemed by TFR and the stakeholders of the City of Tampa.
- 2.09f The DBT shall be advised that it is critical that Fire Station No. 24 be designed to become an integral part of the neighborhood and community.
- 2.09g The DBT shall be advised that this project is integrated into a residential neighborhood and improvements should be made to respect the community's character. Improved and welcoming streetscapes for the project are envisioned by TFR and CoT's stakeholders as part of this project.

**DESIGN CRITERIA PACKAGE FOR THE REQUEST FOR QUALIFICATIONS (RFQ 24-C-00019)**

**TFR - Fire Station No. 24 Design-Build**

May 2, 2024

Page 15 of 19

- 2.09h The DBT shall provide comprehensive exterior and interior improvements as determined through a collaborative programming effort with TFR and CoT's stakeholders as represented in the approved final design and GMP.

**2.10 PROJECT PHASES:**

**2.10a PRE-DESIGN AND SCOPE DEVELOPMENT PHASE**

- 2.10b The scope of work during the Pre-Design and Scope Development Phase shall include, but not be limited to, the following:

1. Master Plan, Project Programing, and Spatial Review and Analysis
2. Public Input (Programming and Desired Amenities)
3. Stakeholder Input (Programming and Operational Impacts)
4. City of Tampa Public Relations Consultant's Input.
5. Data Collection and Analysis
6. Surveying and Base Preparation for City Owned Parcels
7. Vision Plan
8. Conceptual Design
9. Cost Estimate(s)
10. Public Presentations (Public Input and Comments)
11. City Council Presentation and Approval of Conceptual Design and Cost Estimate(s)
12. Notice to Proceed | Design.

**2.10c DESIGN PHASE**

- 2.10d The scope of work during the Design and Development Phase shall include, but not be limited to, the following:

1. Additional Surveying and Base Update(s) as Required.
2. Coordination with CoT Divisions and Departments
  - a. Logistics and Asset Management
  - b. Mobility (Transportation)
  - c. Public Art Group
  - d. Solid Waste and Environmental Management
  - e. Technology and Innovation
  - f. Water
  - g. Wastewater
3. 30% Concept Review
4. Sustainability Report and LEED Checklist
  - a. Demonstrating Compliance with the Standards to Satisfy LEED Silver Certification (No Certification is Required)
5. 60% Schematic Design Review.
  - a. ADA Review.

**DESIGN CRITERIA PACKAGE FOR THE REQUEST FOR QUALIFICATIONS (RFQ 24-C-00019)**

**TFR - Fire Station No. 24 Design-Build**

May 2, 2024

Page 16 of 19

- b. Equal Business Opportunity (EBO) Review and Goal Setting.
- c. Logistics and Asset Management Department | Facilities Management Division Review.
- d. Mobility Department Review.
- e. Risk Management Review
- f. Solid Waste and Environmental Program Management Review.
- g. Stormwater Department Review
- h. Sustainability and Resiliency Review.
- i. Technology and Innovation Review.
- j. Utility, FEMA, and all Regulatory Agency Review(s).
- k. Wastewater Department Review.
- l. Water Department Review.
- 6. Exterior and Interior Material, Finish, and Color Boards
- 7. Preliminary Plan Review (PPR) and possible identification of the following, including but not limited to:
  - a. Water, Wastewater, Solid Waste and Mobility Review
  - b. Design District Review (DDR).
  - c. Overlay District Review.
  - d. Environmental Protection Commission Review (EPC).
  - e. Federal Emergency Management Administration (FEMA) Review.
  - f. Tampa Bay Port Authority Review.
  - g. Army Corp of Engineers Review.
  - h. Other Regulatory Agency Reviews.
  - i. Right-of-Way Reviews.
- 8. Early Start Permit and Regulatory Submissions.
- 9. 90% Design Development Review.
- 10. 100% Construction Document Review.
- 11. Permit and Regulatory Submission(s) through Contract Administration Technicians.
- 12. GMP Proposal (Design-Build Projects) and Cost Estimate.
- 13. City Council Approval of Initial Agreement and GMP Presentation.

**2.10e BUILD PHASE**

**2.10f** The scope of work during the Build Phase shall include, but not be limited to, the following:

- 1. Notice to Proceed | Construction.
- 2. Construction Starts
- 3. Public Art Installation and Coordination
- 4. Completion of Construction
- 5. Punchlist
- 6. Substantial Completion
- 7. Reviews for Accreditation
- 8. Certificate of Occupancy
- 9. Project Closeout



**DESIGN CRITERIA PACKAGE FOR THE REQUEST FOR QUALIFICATIONS (RFQ 24-C-00019)**

**TFR - Fire Station No. 24 Design-Build**

May 2, 2024

Page 17 of 19

**2.11 DESIGN CRITERIA | OWNER PROVIDED MATERIALS**

- 2.11a TFR will provide the selected DBT a copy of all exhibits and reference materials for this project, including but not limited to as-builts and surveys that may exist.
- 2.11b TFR shall provide the selected DBT a copy of its existing conditions for this project.
- 2.11c TFR shall provide the selected DBT with the Construction Documents for Existing TFR Fire Station No. 23 (Project No. 17-C-00037).
- 2.11d All items and/or materials required to design and execute the final and approved design for this project, and not indicated herein as provided by TFR and CoT, shall be provided without additional cost by the DB Team.

**SECTION 3: EXHIBITS**

- 3.01 The following exhibits are to be made part of this RFQ and shall include the following:
  - 3.01a EXHIBIT A – SITE PLAN | 4902 East Whiteway Drive, Tampa, Florida 33617 (Pre-Development Basin Plan), dated November 6, 2023
  - 3.01b EXHIBIT B – PRELIMINARY LAYOUT OF FIRE STATION NO. 24 AND CAMPUS (Post Development Basin Plan), dated November 6, 2023.
  - 3.01c EXHIBIT C – “SITE INVESTIGATION REPORT for A POTENTIAL FIRE STATION NO. 24”, dated November 6, 2023. Document to be made available to the selected DBT upon selection.
  - 3.01d EXHIBIT D – “City of Tampa Fire Station #24 PRELIMINARY STORMWATER MANAGEMENT PLAN”, dated August 2023 and Revised October 2023. Document to be made available to the selected DBT upon selection.

## Page 18 of 19



DESIGN CRITERIA PACKAGE FOR THE REQUEST FOR QUALIFICATIONS (RFQ 24-C-00019)

TFR - Fire Station No. 24 Design-Build

May 2, 2024

Page 19 of 19

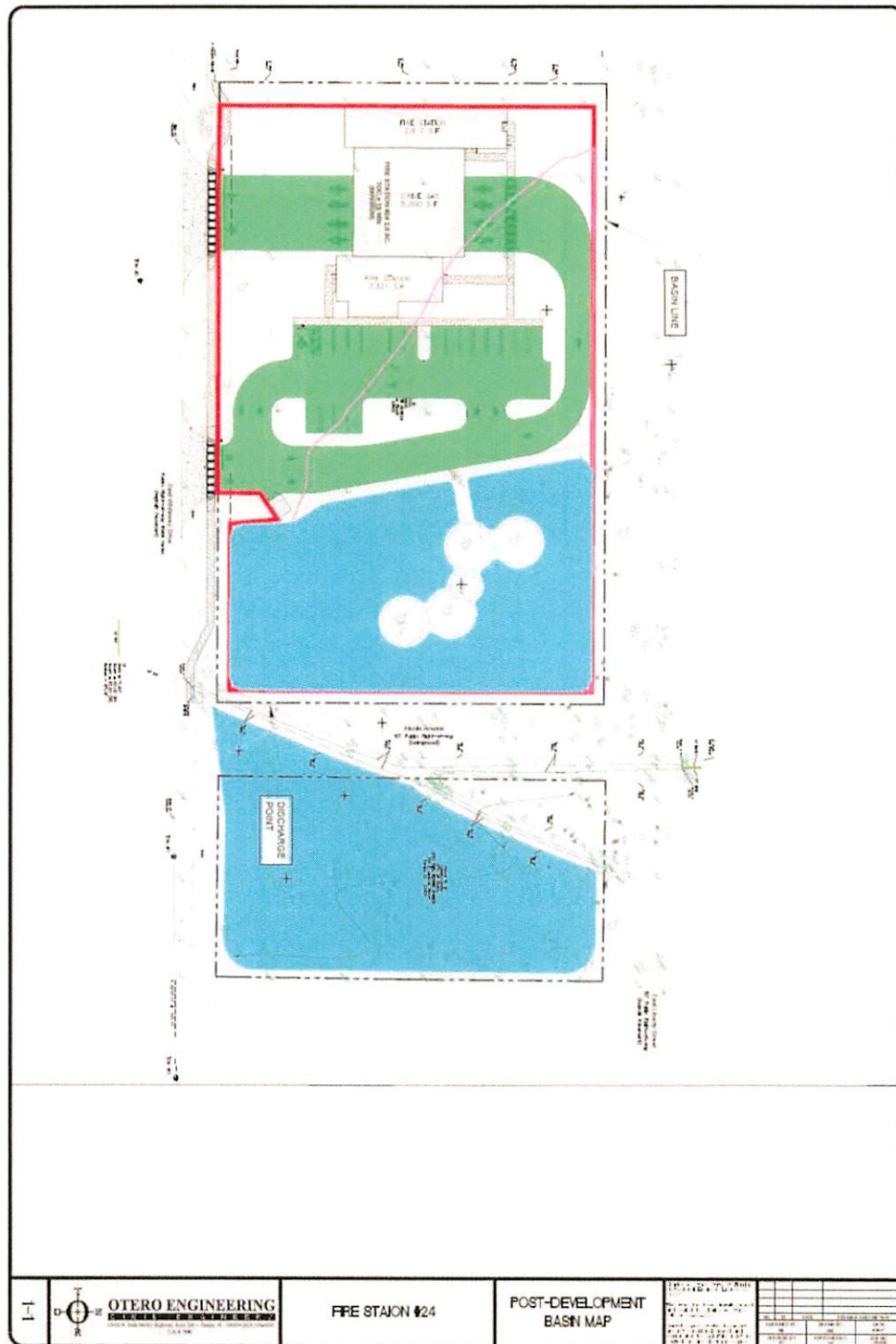


EXHIBIT B | PRELIMINARY SITE LAYOUT OF NEW FIRE STATION NO. 24 AND CAMPUS

(Post-Development Basin Map)

November 6, 2023

NTS

## **Exhibit B**

### **Scope of Services**

#### **Pre-Design Planning Stage:**

- a. Kickoff Meeting between Designers, Construction Manager, and City of Tampa personnel to review the project scope, list of required items, list of desired items, & timeframes.
- b. Establish a detailed spatial needs assessment to establish the Tampa Fire Department's building program for Tampa Fire Station 24, including current and future needs. This report will include a room-by-room assessment of each operational space necessary to serve the functions of the department.
- c. Provide a site feasibility analysis to include the review of the existing aerial and underground utilities, roadways, ingress and egress locations for vehicular and pedestrian access, site features, trees, buffer zones, stormwater management requirements, etc., for the city-owned and selected site.
- d. Develop a conceptual building design approach incorporating the information developed and utilize these documents to prepare and present to the city the final report summarizing the defined scope of services. Due to the limited site size of the city-identified project site, a two-story development is under consideration.
- e. Develop descriptive narratives by all A/E disciplines to identify the anticipated material and systems. This information will be used to develop the 30% CD estimate to establish the preliminary project budget.
- f. Coordination of the data distribution network with the city's Technology & Innovation Department representatives to develop a preliminary technology assessment including a preliminary technology review of security access control and CCTV systems, audio-visual technology needs.
- g. Develop a conceptual Architectural Site Master Plan to identify all known building and site amenity features. The turning radius for the apparatus will be modeled to ensure ample space is provided for maneuvering the various FD vehicles safely throughout the site, with an emphasis on the ingress and egress of the apparatus bays.
- h. Evaluate the Owner's Program, Schedule and Construction Budget and provide feedback as to validity, challenges and opportunities.
- i. Provide Geotechnical study to obtain information on the general subsurface soil conditions at the project site. The subsurface materials encountered will then be evaluated with respect to the available project characteristics.
- j. Develop preconstruction schedule.

#### **30% Design Phase:**

- a. Evaluate design approach and provide COT with LEED Report checklist showing compliance with LEED Silver Certification (no LEED certification Required).
- b. Develop preliminary procurement and construction schedule.
- c. Perform constructability plan review, compile comments and meet with the Design Team to discuss comments and assist with the further development of the documents.
- d. Obtain current survey of the parcel, along with Wetland survey, and subsurface utility locates for both parcels.
- e. Request recent fire flow test results from the city for fire hydrants at or near the site to be used for evaluating existing water mains and for the building fire protection design.



- f. Provide an initial layout of water distribution systems and wastewater gravity collection system modifications to serve the renovated buildings.
- g. Develop a recommended minimum finished (first) floor elevation (FFE) for the new building.
- h. At completion of 30% Design, review the Design submittal and provide cost estimate organized in a Schedule of Values format.
- i. Assemble and present bound deliverable including narrative, estimate, list of alternates, allowances, unit prices, clarifications, project schedule, list of documents and other exhibits necessary.

**60% Design Phase:**

- a. Update quantity surveys based on 60% drawings.
- b. Develop preliminary staging, access, and phasing plan as necessary.
- c. Update Construction Schedule.
- d. Verify that spatial needs established during the 30% design phase have been incorporated in the 60% design documents.
- e. Verify that technology items discussed during the 30% design phase have been incorporated in the 60% design documents.
- f. Update cost estimate, clarifications, and other exhibits based on 60% Design Documents.
- g. Complete Boundary, Topographic, and Tree surveys.
- h. Generate site plans with dimensions showing buildings, parking, landscape islands, pedestrian walkways, setback dimensions, easements, and related city site plan requirements.
- i. Generate site utility plans with existing proposed water, sanitary and storm sewer piping, sizes, alignment, and invert elevations.
- j. Generate and submit permit application documents for the following Agencies:
  - SWFWMD – Environmental Resources Permit.
  - Hillsborough County EPC – Wetland Permitting.
  - City of Tampa Planning and Development Site Plan Approval.
  - FDEP Water System Construction Permit.
  - FDEP Water & Wastewater Systems Construction Permits.
  - City of Tampa Utility Coordination and Approval.
  - City of Tampa Floodplain Permitting & Mitigation.
- k. Perform ADA reviews with City of Tampa.
- l. Coordination with COT Departments as required for the Project including but not limited to, Equal Business Opportunity, Logistic and Asset Management, Mobility, Risk Management, Solid Waste, Stormwater, Sustainability and Resiliency, Technology and Innovation, Water and Wastewater.
- m. Coordination with COT to finalize selection of interior and exterior materials, finishes, and provide color boards.
- n. Perform constructability plan reviews, compile comments and meet with the Design Team to discuss comments and assist with the further development of the documents.
- o. Assist the Design team with any data or means and methods descriptions that are required to be submitted with applicable permits.
- p. Submit early start permit and regulatory submissions.
- q. Scheduling and participation in Preliminary Project Review (PPR) with the Construction Service Department (CSD).
- r. At the completion of the Design Development phase, present an updated deliverable.

**GMP - 90% Construction Document Phase:**

- a. Finalize quantity surveys based on 90% drawings.
- b. Verify that the Design Team has incorporated all required scope items, comments from constructability reviews.
- c. Finalize staging, access, phasing plans.
- d. Generate a Tree Removal plan.
- e. Site plans to be updated with dimensions showing buildings, parking and landscape islands, pedestrian walkways, setback dimensions, and easements.
- f. Site geometry plans at 90% will include detailed dimensions, supplemented where needed by coordinate tables and/or stationing and offsets.
- g. Finalize Site grading with FFE, contours and spot elevations.
- h. Site Utilities Plans with existing and proposed water, sanitary and storm sewer piping, sizes, alignment, and invert elevations.
- i. New building service lines will be based on entry points to be provided by the building's plumbing and fire protection engineers.
- j. Any proposed site gas, fueling, site electric, site lighting, charging facilities and related non-civil systems will be included on the site utility plan using the designs in CADD provided by the design consultants for those systems.
- k. Traffic striping and signage plans.
- l. Maintenance of traffic requirements for the contractor will be provided as references to FDOT standards.
- m. Finalize Construction Schedule.
- n. Update cost estimate based on 90% Design Docs.
- o. Provide updated clarifications, list of documents and other exhibits for deliverable.
- p. At the completion of the 90% Design Development phase, present an updated deliverable.

**100% Construction Documents**

- a. Assist with permits and regulatory submissions through Contract Administration Technicians.
- b. Assist the Design team if needed for response to comments by Authorities Having Jurisdiction until Permits are approved.
- c. Bid applicable trades.
- d. Finalize GMP Proposal and Cost Estimate.
- e. Assist as needed with City Council Approval of Initial Agreement and GMP Presentation.

**Preconstruction Design Services Estimated Duration:**

1. The Pre-Design Planning Stage has an anticipated duration of 75 to 90 days.
2. The 30% Schematic Design Deliverable portion of this project has an estimated duration of 60 days with an additional 14 days for Owner review and comment.
3. The 60% Design Development Deliverable portion of this project has an estimated duration of 120 days with an additional 14 days for Owner review and comment.
4. The 90% Construction Document Deliverable portion of this project has an estimated duration of 90 days with an additional 14 days for Owner review and comment.
5. The Final 100% Construction Document/GMP Deliverable portion of this project has an estimated duration of 45 days with an additional 14 days for Owner review and comment.

**Additional Clarifications:**

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1. Construction Project Duration shall be **TBD** calendar days from the date of the Notice to Proceed.
2. Fees presented are calculated and summarized into a Lump Sum Fee per Phase.
3. Fees are to be invoiced as a percentage complete, monthly for the duration of the service period.
4. Permit Fees have been excluded from this proposal.
5. Design services for Traffic Signal and/or Traffic Devices are excluded as it listed as TBD in the RFQ.
6. Traffic Studies of any kind are excluded.
7. Design for the City of Tampa Fire Station 24 shall be done in compliance with LEED Silver Certification (no certification required).
8. Contract Administration services during Preconstruction are excluded.
9. Fire Station 24 will be designed and engineered to comply with the governing standards of an Essential Facility with Coastal Conditions.
10. Includes coordination with all City of Tampa Departments as required for the Project including but not limited to, Equal Business Opportunity, Logistic and Asset Management, Mobility, Risk Management, Solid Waste, Stormwater, Sustainability and Resiliency, Technology and Innovation, Water and Wastewater.
11. The final budget to execute this project shall be determined as part of the design and pre-construction efforts.
12. Includes all FF&E coordination as required for interior finishes, furnishings, fixtures, and equipment. The Design Team shall select all FF&E not provided by the City.
13. Includes Architectural Design Services in accordance with the City of Tampa requirements.
14. Includes graphic design services associated with building identification, graphics, and signage.
15. Includes participation in up to three (3) Public Outreach Events or Presentations in a collective effort of engaging the local community for the development of the building design.
16. Includes all coordination and design for AV, Cabling Systems, and Security.
17. Includes cost for a Building Envelope Consultant to perform design peer reviews and provide written comments to the Design Team.
18. Includes cost for Geotechnical services to obtain subsurface soil conditions at the site as required for the foundation design of the structure.
19. Civil Engineering services include geometry, paving, grading, stormwater management, driveways, and parking areas, traffic striping and signage, wastewater gravity collection, site earthwork, erosion control and environmental services for the project.
20. Includes Landscape architecture, arborist, survey and subservice utility engineering services.

## **Exhibit C**

### **Design Fees**

The total cost for Preconstruction Services for the City of Tampa Fire Station 24 in accordance with the Scope of Work as outlined below is **\$2,362,603**.

City of Tampa Fire Station 24 Preconstruction Services Cost Breakdown		
Description	Responsibility	Amount
Design Build Preconstruction Services	Kokolakis	\$499,833
Geotechnical Engineering Services	AHRENA	\$19,100
Architectural Design Services	ADG	\$1,378,970
Community Outreach Program	ADG/Kokolakis	\$18,000
Building Envelope Consultant	BECI	\$10,700
Civil and Landscaping Design Services	Jones Edmunds	\$436,000

Total cost for Preconstruction Design Services \$2,362,603

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



## CITY OF TAMPA INSURANCE REQUIREMENTS

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

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

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

#### MINIMUM SCOPE AND LIMIT OF INSURANCE <sup>1</sup>

A. Commercial General Liability (CGL) Insurance on the most current Insurance Services Office (ISO) Form CG 00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily, personal and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and completed operations liability coverage maintained for at least 3 years after completion of work. Limits shall not be less than \$1M per occurrence and \$2M general aggregate for Agreements valued at \$2M or less; if valued over \$2M, a general aggregate limit that equals or exceeds the Agreement's value. If a general aggregate limit applies; it shall apply separately to the project/location (ISO CG 2S 03 or 2S 04 or equivalent). (ALWAYS APPLICABLE)

B. Automobile Liability (AL) Insurance in accordance with Florida law, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. AL insurance shall not be less than: (a) \$500,000 combined single limit each occurrence bodily injury and property damage for Agreements valued at \$100,000 or less or (b) \$1M combined single limit each occurrence bodily injury and property damage for Agreements valued over \$100,000. If transportation of hazardous material involved, the MCS-90 endorsement (or equivalent). (ALWAYS APPLICABLE)

C. Worker's Compensation (WC) & Employer's Liability Insurance for all employees engaged under the Agreement, Worker's Compensation as required by Florida law. Employer's Liability with minimum limits of (a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for Agreements valued at \$100,000 and under or (b) \$1M bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each for all other Agreements. (ALWAYS APPLICABLE)

D. Excess (Umbrella) Liability Insurance for Agreements valued at \$2M or more, at least \$4M per occurrence in excess of underlying limits and no more restrictive than underlying coverage for all work performed by Firm. May also compensate for a deficiency in CGL, AL, or WC. (ALWAYS APPLICABLE)

E. Builder's Risk Insurance for property loss exposure associated with construction/renovation/additions to buildings or structures, including materials or fixtures to be incorporated. Must be "All Risk" form with limits of no less than the project's completed value, have no coinsurance penalties, eliminate the "occupancy clause", cover Firm (together with its contractors, subcontractors of every tier, and suppliers), and name City as a Loss Payee. (IF APPLICABLE)

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

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

H. Railroad Protective Liability (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 railroad'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

<sup>1</sup> "M" indicates million(s), for example \$1M is \$1,000,000

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

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

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

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

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

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

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

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

#### ADDITIONAL REQUIREMENTS

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

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

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

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

☐ Other: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

## Exhibit E

### 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. GFECF)  
**(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 GFECF 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)**



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

Contract No.: 24-C-00019 Contract Name: Fire Station 24  
Company Name: Kokolakis Contracting Address: 202 East Center Street, Tarpon Springs FL, 34689  
Federal ID: 11-2268317 Phone: 727-942-2211 Fax: 727-937-5708 Email: jcolmenero@jkokolakis.com

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

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

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

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

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services  NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
O 59-1543158	Architects Design Group 333 N. KNOWLES AVE, Winter Park, FL 32789 PH 407-647-1706, ianr@adgusa.org	CM	906	E/P	Y
O 59-1533071	Jones, Edmunds & Associates, Inc. 730 NE Waldo Road, Gainesville, FL 32641 PH 321-269-2950, rkoller@jonesedmunds.com	CM	925	E/P	Y
W 26-3947444	Arehna Engineering, Inc. 5012 W. Lemon Street, Tampa, FL 33609 PH 813-944-3464, FX 813-944-4959, slong@arehna.com	CF	925	E/P/F	Y
S 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	E/P	Y
S 20-4452969	Master Consulting Engineers, Inc. 5523 West Cypress Blvd, Suite 200, Tampa, FL 33607 813-287-3600, 813-287-3622, robert.bell@mcengineers.com	HF	925	E/P	Y
W 20-0552998	Anderson Lesniak Limited, Inc. 4921 S. Westshore Blvd., Tampa, FL 33611 PH 813-831-9595, FX 813-831-5485 anderson.lesniak@tampabay.rr.com	CF	906	E/P	Y
S 59-3101052	SGM Engineering, Inc. 935 Lake Baldwin Lane Orlando, FL 32814 bobby@sgmengineering.com	AM	925	E	Y

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

Signed: \_\_\_\_\_ Name/Title: Director of Preconstruction Date: 1/9/2025

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







Page 3 of 4 – DMI Solicited/**Utilized** Schedules

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

Contract No.: 24-C-00019 Contract Name: Fire Station 24  
Company Name: Kokolakis Contracting Address: 202 E. Center Street, Tarpon Springs FL, 34689  
Federal ID: 11-2268317 Phone: 727-942-2211 Fax: 727-937-5708 Email: jcolmenero@kokolakis.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 DMI-20 must list ALL subcontractors To-Be-Utilized including Non-minority/small businesses**

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

☐ No Firms are listed to be utilized because:

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

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

S = SLBE W=WMBE O =Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials  NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
Federal ID					
O	Architects Design Group 333 N. KNOWLES AVE. Winter Park, FL 32789 PH 407-647-1706, ianr@adgusa.org	CM	9 0 6	\$930,290	
59-1543158					
O	Jones, Edmunds & Associates, Inc. 730 NE Waldo Road, Gainesville, FL 32641 PH 321-269-2950, rkoller@jonesedmunds.com	CM	9 2 5	\$380,419	
59-1533071					
W	Arehna Engineering, Inc. 5012 W. Lemon Street, Tampa, FL 33609 PH 813-944-3464, FX 813-944-4959, slong@arehna.com	CF	9 2 5	\$19,100	
26-3947444					
S	Howard & Associates Architects PA 3300 Henderson Blvd., Suite 206B, Tampa, FL 33609 PH 813-872-8881, harry.howard@haa-architects.com	BM	9 0 6	\$131,040	
59-3099636					
S	Master Consulting Engineers, Inc. 5523 West Cypress Blvd, Suite 200, Tampa, FL 33607 813-287-3600, 813-287-3622, robert.bell@mcengineers.com	HF	9 2 5	\$100,800	
20-4452969					
S	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	9 0 6	\$22,481	
20-0552998					
S	SGM Engineering, Inc. 935 Lake Baldwin Lane Orlando, FL 32814, bobby@sgmengineering.com	AM	9 2 5	\$231,840	
59-3101052					

Total ALL Subcontract / Supplier Utilization \$ 1,853,470

Total SLBE Utilization \$ 486,161

Total WMBE Utilization \$ 19,100

Percent SLBE Utilization of Total Bid/Proposal Amt. 20.6 % Percent WMBE Utilization of Total Bid/Proposal Amt. .81 %

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

Director of Preconstruction

1/09/2025





**Page 3 of 4 – DMI Solicited/Utilized Schedules**  
**City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers)**  
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 Federal ID: 11-2268317 Phone: 727-942-2211 Fax: 727-937-5708 Email: jcolmenero@kokolakis.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 DMI-20 must list ALL subcontractors To-Be-Utilized including Non-minority/small businesses**

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

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

S = SLBE W=WMBE O =Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials  NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
Federal ID					
O	BECI - Florida, LLC PO Box 5799 Destin, FL 32540 gcampbell@beci.com	CM	9 2 5	\$10,700	
84-3406892					
O	ESP Associates FL, Inc. 10151 Deenwood Park Blvd Building 100, Suite 110 Jacksonville, FL 32256 tsuherland@espassociates.com	CM	9 2 5	\$26,800	
56-0599737					

Total ALL Subcontract / Supplier Utilization \$ 1,853,470

Total SLBE Utilization \$ 486,161

Total WMBE Utilization \$ 19,100

Percent SLBE Utilization of Total Bid/Proposal Amt. 20.6 % Percent WMBE Utilization of Total Bid/Proposal Amt. .81 %

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

Director of Preconstruction

1/09/2025