CAD/HH

RESOLUTION NO. 2025 - 1021

A RESOLUTION APPROVING AN AGREEMENT FOR DESIGN-BUILD INITIAL SERVICES IN THE AMOUNT OF $696,923 BETWEEN THE CITY OF TAMPA AND THE A.D. MORGAN CORPORATION IN CONNECTION WITH CONTRACT 24-C-00021, PAM IORIO PARKING GARAGE ELEVATOR AND ASSOCIATED MODIFICATIONS DESIGN-BUILD; AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE.

WHEREAS, via the competitive selection process in accordance with Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act ("CCNA"), as applicable, the City of Tampa ("City") selected The A.D. Morgan Corporation ("Firm") to provide professional services in connection with Contract 24-C-00021 Pam Iorio Parking Garage Elevator and Associated Modifications Design-Build, as detailed in the Agreement for Design-Build Initial Services ("Agreement"); and

WHEREAS, the City desires to enter into this Agreement with the Firm to provide design-build services related to the City of Tampa Pam Iorio Parking Garage elevator and associated modifications that includes, but is not limited to, comprehensive project management, comprehensive planning, and project phasing of work for facility to remain open during construction; 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 The A.D. Morgan Corporation, in connection with Contract 24-C-00021 Pam Iorio Parking Garage Elevator and Associated Modifications 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. This Resolution approves an agreement in the amount of $696,923 for Design-Build Initial Services for the Pam Iorio Garage Elevators and Fire Alarm Modernization Project for use by the Mobility Department within the Parking Capital Fund.

INF25-19000

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 NOV 20 2025.

ATTEST:

Shirley Fox-Knowles

CITY CLERK/~~DEPUTY CITY CLERK~~

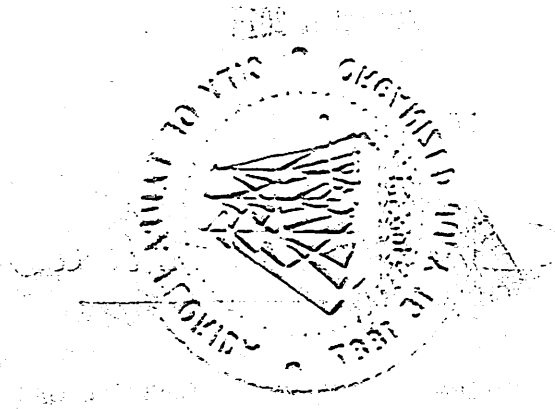
CHAIRMAN\CHAIRMAN PRO-TEM CITY COUNCIL

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: The A.D. Morgan Corporation, hereinafter referred to as "FIRM", with an FEIN of 59-2933439.

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-00021 Pam Iorio Parking Garage Elevator and Associated Modifications 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 five percent (5%) 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 80 days after issuance of the Notice to Proceed.

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

IV. GENERAL CONSIDERATIONS

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

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

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

V. COMPENSATION

The CITY shall compensate the FIRM for the Initial Design-Build services performed under this Agreement in the amount of $696,923 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 CIY 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 DMI-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 is not applicable.

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 E) 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. PROHIBITION AGAINST ECONOMIC INCENTIVES TO FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 288.0071, F.S, as a condition of this Agreement, the FIRM is required to provide an executed affidavit signed under penalty of perjury verifying that it is not a foreign entity or a foreign country of concern such as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro or the Syrian Arab Republic with whom the City is prohibited from contracting with under Florida law.

XXXII. 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.

XXXIII. 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.

XXXIV. 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).

XXXV. CERTIFICATES, CERTIFICATIONS, ATTESTATIONS AND OTHER PROVISIONS

The certificates, certifications, attestations pursuant to the Consolidated State Law Affidavit, and other provisions, if any, are contained in the attached hereto as **Exhibit F**, if applicable, and are, by this reference, fully incorporated herein.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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:
The A.D. Morgan Corporation

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:

By: _____
City Clerk/Deputy City Clerk

[SEAL]

CITY:
City of Tampa, Florida

By: _____
Jane Castor, Mayor

APPROVED AS TO FORM:

_____
Justin R. Vaske, Senior Assistant City Attorney

CONSOLIDATED STATE LAW AFFIDAVIT

AFFIDAVIT OF COMPLIANCE WITH CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME) PURSUANT TO SECTION 287.133, FLORIDA STATUTES, PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135, FLORIDA STATUTES, PROHIBITION AGAINST HUMAN TRAFFICKING PURSUANT TO SECTION 787.06, FLORIDA STATUTES, COMPLIANCE WITH E-VERIFY PURSUANT TO SECTION 448.095, FLORIDA STATUTES, PROHIBITION AGAINST ECONOMIC INCENTIVES TO FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 288.0071, FLORIDA STATUTES, AND COMPLIANCE WITH FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 287.138, FLORIDA STATUTES.

The undersigned Affiant, on behalf of the Entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. **Public Entity Crimes**
   a. Affiant understands that a "person" or "affiliate" who has been placed on the "convicted vendor list" following a "conviction" for a "public entity crime" (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, is ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa. Entities placed on either the "discriminatory vendor list" or "antitrust vendor list" are ineligible to transact business with the City of Tampa.
   b. Affiant understands and attests that neither Affiant, nor any person or affiliate of the Entity, nor the Entity have been placed on any of the above referenced vendor lists that would render the Entity ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa.

2. **Scrutinized Companies**
   a. Affiant understands that pursuant to Section 287.135(2)(a), Florida Statutes, the Entity would be ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa if the Entity is on the "Scrutinized Companies that Boycott Israel List" (created pursuant to Section 215.4725, Florida Statutes) or is engaged in a boycott of Israel. If the value of the contract is one million dollars or more if, at the time of bidding on, submitting a proposal or reply for, or entering into or renewing a contract, the Entity:
      1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
      2. Is engaged in business operations in Cuba or Syria.
   b. Affiant attests that neither Affiant nor the Entity are on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor are we engaged in a boycott of Israel, and understand that any resulting contract may be terminated for a falsification of this Affidavit.

3. **E-Verify**
   a. Affiant understands and attests that pursuant to Section 448.095(5), Florida Statutes, the Entity must comply with Florida's E-Verify law to enter into a contract with the City of Tampa.
   b. The undersigned Entity is registered with and uses the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees.
   c. No public employer has terminated a contract with the Entity pursuant to Section 448.095(5), Florida Statutes, within the year immediately preceding the date of contracting or submitting a bid, proposal or replay to contract with the City of Tampa.
   d. Entity is currently in compliance and will remain in compliance, for the duration of any contract with the City of Tampa, with all requirements of Section 448.095(5), Florida Statutes.
   e. Affiant understands and attests that, if there is a good faith belief that the Entity has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation on the part of the City of Tampa to terminate a contract pursuant to Section 448.095(5), Florida Statutes.
   f. Affiant understands and attests that, if there is a good faith belief that one of Entity's subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but the Entity has otherwise complied with its obligations thereunder, then the Entity will be required to immediately terminate the contract with the subcontractor in order to continue providing services to the City of Tampa.

4. **Anti-Human Trafficking**
   Affiant hereby understands and attests that the undersigned Entity does not use coercion of labor or services as those terms are defined in section 787.06(13), Florida Statutes.

5. **Compliance with Prohibition Against Economic Incentives to Foreign Countries of Concern.**
   Affiant, on behalf of the Entity attest to the following:
   That pursuant to Section 288.0071, F.S, as a condition of this Agreement, the Entity attests to the following: that it is not a foreign entity or a foreign country of concern such as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro or the Syrian Arab Republic with whom the City is prohibited from contracting with under Florida law.

6. **Compliance with Foreign Countries of Concern**
   Affiant, on behalf of the Entity attest to the following:
   a. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes.)

b. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes.)

c. Entity is not organized under the laws of, and does not have a principal place of business in a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes.)

The undersigned is authorized to execute this Affidavit on behalf of Entity.

The undersigned further sayeth naught.

Date: 10/29/25 (Affiant) Signed: [signature]

Entity: The A.D. Morgan Corp. Name: John Kalaf

Title: VP OPS

STATE OF Florida
COUNTY OF Hillsborough

SWORN to (or affirmed) and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this 29 day of October, 2025, by John Kalaf, as VP Ops, who is personally known to me or who has produced _____ as identification.

[AFFIX NOTARY SEAL/STAMP]

Notary Public State of Florida
Natasha N. Patrinostro
My Commission HH 641850
Expires 2/18/2029

[signature]
Signature of Notary
Name: Natasha N Patrinostro
(Print or Type Name)
Notary Public: State of Florida
My Commission Expires 2/18/29

Exhibit A

RFQ 24-C-00021
DESIGN-BUILD TEAM SERVICES
AND RELATED AND SUBSEQUENT WORK FOR
PAM IORIO GARAGE ELEVATORS and ASSOCIATED RENOVATIONS

DESIGN CRITERIA PACKAGE

PREPARED BY:

Trent Chamberlain AIA, NCARB Project Manager
The Lunz Group, Architects

CONTRACT ADMINISTRATION DEPARTMENT

CITY OF TAMPA
March 13, 2025

DESIGN CRITERIA PACKAGE:

The following Design Criteria Package was prepared for the City of Tampa, Florida (CoT or "City") for a Request for Qualifications (RFQ 25-C-00021) for "Design-Build Team (DBT) Services" and Related and Subsequent Work for "City of Tampa Pam Iorio Parking Garage Elevator and Associated Modifications" located at 301 Channelside Drive, Tampa, Florida. The "Design-Build Team (DBT)" shall provide the following services and deliverables including, but not be limited to:

GENERAL ITEMS

- Comprehensive Project Planning, Scheduling and Project Management.
- Comprehensive Planning, and Project Phasing of work for the facility to remain open during construction.
- Compliance with the Standards for LEED Silver Certification (no certification required).

PROJECT ITEMS

- Comprehensive Architecture and Engineering Services for Elevator modifications and all associated renovations as indicated in attached reports. Services.
- Comprehensive Services to provide a Design-Build Team (DBT) including construction services.
- Comprehensive Specialty Design Services for Elevators.
- Comprehensive Engineering Services including, but not limited to, Fire Protection, Mechanical (if required), Electrical, and IT services including Communications/Fire Alarm and Security updates.
- Coordination with CoT's Technology and Innovation Department (T&I).
- Protection of Existing Artwork and Historic Elements to Remain During Construction.
- Survey Services of existing building components.
- Comprehensive Construction, Fabrication, and Construction Administration Services.
- Comprehensive Demolition and removal of items necessary for the completion of the project renovations.
- Comprehensive Job Site/Traffic Control as required to keep the facility operational and phase components of construction according to the CoT's requirements.
- Comprehensive Environmental Evaluation, Analysis, and Hazard Remediation Services.
- Comprehensive Environmental Evaluation, Analysis, and Remediation for Lead and Asbestos
- Comprehensive Cost Estimation Services.
- Single Guaranteed Maximum Price (GMP) Proposal with Phasing of Specific Activities, Tasks, Fabrication, and Construction.
- As-Built and Final Documents in Latest AutoCAD Release.
- Complete Closeout Documents Technical Specifications, Shop Drawings, and Exhibits in PDF Format.

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, Building, and Regulatory Permitting.
- Compliance with American with Disabilities Act (ADA) and Florida Building Codes | Accessibility

DEPARTMENT ITEMS

A. The Design Build Team shall be responsible for Project Coordination with the CoT's Logistics and Asset Management (LAM) Department:

- Comprehensive Architectural Services.
- Comprehensive Specialty Design Services and Construction such as but not limited Elevator Renovations, Fire Sprinkle, Fire Alarms, required Electrical and I&T Communications components.
- Comprehensive coordination shall also include phasing of Renovated Components such that the majority of the Parking Garage remains operational at all times.

SECTION 1: DESIGN CRITERIA IN GENERAL

1.01 PURPOSE

This document provides criteria for the design, development, and construction of improvements to the existing "Pam Iorio Parking Garage" including, but not limited to, the renovation/rehabilitation to of all seven existing Elevators, Fire Protection, Plumbing, Mechanical, Electrical, Communications, Fire Alarms and Security surveillance as indicated in the attached "Exhibits A and B". Attached "Exhibit C" is a summary report of estimated cost which also includes the G.C.'s cost to manage and construct the project.

All remodeling, renovation, rehabilitation, and improvements for this project will be prioritized through a collaborative programming and design process culminating in a GMP Proposal for services.

1.02 SITE

The site is owned and operated by the CoT's Logistics and Asset Management Department.

1.03 INTENT

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

1.05 PROJECT TEAM REQUIREMENTS

The Design-Build Team (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.

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 Design Build Team 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's Logistics and Asset Management Department" to minimize disturbance of programmed activities and use *of the parking garage*. It is anticipated that portions of the building(s) may be closed intermittently for the duration of building renovations. It is anticipated the majority of the parking garage will remain open although small portions may be partially closed during various construction phases.

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 "Logistics and Asset Management Department". The recommended schedule and content shall be submitted prior to 30% CDs and pricing.

1.07 ZONING OF THE SITE

The DBT shall confirm the zoning of the "Pam Orio Parking Garage Renovations" with the CoT's Zoning Department.

1.08 FEMA FLOOD ZONE

The Design Build Team shall confirm the FEMA Zone.

1.09 SURVEY AND VERIFICATION OF SITE CONDITIONS

"The Design-Build Team" shall include physical surveys including, but not limit to, of the existing facility necessary for cost estimating, design, and construction of the proposed improvements. "The Design-Build Team" shall also include surveying for layout and As-Built Plans, measurements

of the existing building interior as necessary and the verification of all existing conditions necessary for the successful completion of the project.

1.10 LAND CLEARING, SITE WORK, DEMOLITION, REMOVAL, GRADING, AND LANDSCAPING

Is not applicable to this project other than incidental site work is necessary.

1.11 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, and required site improvements. All Respondents to this RFQ shall also have a complete and thorough understanding of the submittal requirements and processes of the CoT as well as required approvals for design, fabrication, and construction.

1.12 COMPLIANCE WITH CITY OF TAMPA ORDINANCES

All Respondents to this RFQ shall comply with all municipal ordinances.

1.13 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.

1.14 COMPLIANCE WITH THE STANDARDS OF THE DEPARTMENT

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 agencies, commissions, professional associations, accreditation boards, related to and/or with oversight of the User Group's operations; including but not limited to, exterior walls, interior walls, points of entry, doors, windows, openings, finishes, ceilings, roofs, lighting, HVAC, specialized ventilation (e.g. ionizers), security, and fire protection.

1.15 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) with the City of Tampa's "Logistics and Asset Management Department".

1.16 CONSTRUCTION AND ENERGY SAVINGS

All construction for this project shall be designed and built to comply with the minimum standards for LEED (Leadership in Energy and Environmental Design) Silver certification (although actual certification is not required).

1.17 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 "CoT Logistics and Asset Management Department".

1.18 ENVIRONMENTAL CRITERIA

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

1.19 SITE VISIT

All Respondents to this RFQ are invited to attend non-mandatory site visit to Pam Iorio Parking Garage, on at date and to be determined. All Respondents planning to attend this site visit shall meet at the west entry of the Pam Iorio Parking Garage located at 301 Channelside Drive, Tampa, Florida.

SECTION 2: DESIGN CRITERIA - GENERAL

2.01 <u>RFQ RESPONSE</u>

2.01a **EXHIBITS**

The attached exhibit(s), including site information, described under this RFQ have been compiled by the City of Tampa's "Logistics and Asset Management Department" and are included herein for use as a basis of design only and not intended to indicate acceptance or intent to hire.

2.01b The format of the attached exhibits are not intended to be a model for proposals such that each proposal may utilize their individual format.

2.01c The Design Build Team 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% design documents, Equal Business Opportunity (EBO) Program and Utility submission at 60%, and any other qualifications addressing GMP total scope.

2.01d The Design Build Team 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

2.01e The Design Build Team shall demonstrate previous successful experience designing and constructing comparable projects including but not limited to similar facilities.

2.01f The Design Build Team shall demonstrate previous work in neighborhood context and with materials appropriate to the community and neighborhood.

2.02 Estimated Budget for Initial Design and Pre-Construction Services: $175,000

2.03 Estimated Budget for Construction: $ 6,000,000.00 to $9,000,000.00. See attached cost estimate summary Exhibit C for cost breakdowns.

2.04 Total Estimated Budget for Initial Design, Pre-Construction Services and Construction: See the attached cost estimate summary Exhibit C for cost breakdowns. This $6,000,000.00 amount is a preliminary cost estimate. Project cost may range up to the amount of $9,000,00.00

The 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 becoming a subsequent and separate RFQ and project.

2.05 Start Date for Construction: To be on issue date of "Notice to Proceed (NTP)".

2.06 Project Construction Duration: Design Build Team must provide estimated project schedule using number of days from the Notice to Proceed (NTP).

2.06 <u>DESIGN CRITERIA</u>

2.06a The approved final design shall be complete in all respects as deemed by the Logistics and Asset Management Department and shall include all elements necessary to complete the project in its entirety.

2.06b The approved final design shall meet the needs of the users and the larger community as determined in collaboration with the Logistics and Asset Management Department. The DBT shall also incorporate principles of Crime Prevention Through Environmental Design (CPTED).

2.06c The DBT shall develop and promote a high functioning, collaborative relationship within itself and the Logistics and Asset Management to achieve design excellence within the established budget and approved schedule. The DBT shall demonstrate exemplary service to Logistics and Asset Manage Department and the stakeholders of the City of Tampa, including but not limit to, project management, design, development, construction, fabrication, and construction administration services.

2.06d The DBT shall be required to attend a minimum of three (3) design phase meetings to present current plans and cost estimates. The first meeting will be held prior to design development to receive background information. Meeting dates will be determined by the Logistics and Assets Management Department.

2.06e 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 Department Name.

2.06f The DBT shall consider in its final design the routine maintenance by the Logistics and Assets Management Department and any additional maintenance required.

2.06g The DBT shall include cost estimating as necessary to inform the design process, facilitate programming, prioritize decisions, and develop the GMP Proposal.

2.06h The DBT shall provide products, materials, and finishes that are durable, commercial grade, and appropriate for public facilities with heavy use. Specific furnishings and finishes, or a basis of design product, shall be included in the GMP documents.

2.06i 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 City of Tampa'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.

2.06j 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.

2.07 DESIGN CRITERIA | BULDING AND AMENITIES

2.07a As part of the complete set of Design and Construction Documents, comprehensive Architecture, and Engineering and Specialty Engineering Plans and Specifications for the Pam Iorio Parking Garage renovations shall include, but not be limited to, the items indicated in attached Exhibits A and B.

2.07b The Design Build Team shall develop and promote a high functioning, collaborative relationship within itself, Logistics and Asset Management Department, and the stakeholders of the City of Tampa (CoT) to achieve design excellence within the established budget and approved schedule. The Design Build Team shall be required to demonstrate exemplary service to the Logistics and Asset Management Department and the stakeholders of the City of Tampa, including but not

limited to, programming, special analysis, project management, design, development, construction, fabrication, and construction administration services.

2.07c The Design Build Team shall provide designs that maximize the existing areas available to meet the needs of the public end users, Logistics and Asset Management Department and the stakeholders of the City of Tampa so that the Pam Iorio Parking Garage can effectively serve the residents, neighborhood, and community.

2.07d The Design Build Team shall develop a Design and Construction Phasing Plan and Schedule that achieves completion of the Pam Iorio Parking Garage Renovations as soon as it is practical as deemed by the Logistics and Asset Management Department and the stakeholders of the City of Tampa.

2.07e The Design Build Team shall provide comprehensive interior, remodeling, renovations, rehabilitation, and improvements as indicated in attached Exhibits A and B through a collaborative programming effort and represented in the approved final design and GMP.

2.08 PROJECT PHASES:

2.08a **PRE-DESIGN AND SCOPE DEVELOPMENT PHASE**

2.08b The scope of work during the Pre-Design and Scope Development Phase shall include, but limited to, following

1. Existing Spatial and Equipment Review and Analysis
2. Maintenance Input (Programming and Desired Amenities)
3. Stakeholder Input (Programming and Operational Impacts)
4. Data Collection and Analysis
5. Conceptual Design
6. Cost Estimate(s)

2.09 **DESIGN PHASE / NOTICE TO PROCEED**

2.09a The scope of work during the Design and Development Phase shall include, but limited to, following

1. Additional Surveying of existing spaces, equipment, and utilities
2. Coordination with CoT Divisions and Departments
   a. Logistics and Asset Management Department.

3. The Preliminary Plan Review (PPR) shall be at the 60% Schematic Design Phase representing all components of design. Submission to the City of Tampa shall be managed by the CAD department, contact for management to be announced (TBA).
4. Early Start Permit and Regulatory Submissions.
5. 90% Design Development Review.
6. 100% Construction Document Review.
7. Permit and Regulatory Submission(s): schedule Preliminary Plan Review (PPR) a minimum of two weeks prior to 60% submission. Coordination with the Authority Having Jurisdiction (AHJ) is encouraged during this stage of the design.
8. Submit for 90% Design Development Review to the City of Tampa (CoT).
9. Provide GMP Proposal and Cost Estimate during 100% document review.
10. City Council Approval of Initial Agreement and GMP Presentation.

2.10 <u>BUILD PHASE /NOTICE TO PROCEED</u>

2.10a Construction Phase to begin with "Notice to Proceed".

2.10b The scope of work during the Build Phase shall include, but limited to the following after the notice to proceed:

1. Construction Starts.
2. Phasing Coordination
3. Completion of Construction.
4. Punchlist.
5. Substantial Completion.

2.11 <u>OWNER PROVIDED MATERIALS</u>

2.11a The Logistics and Asset Management Department will provide to the selected DBT Team 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 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 the Logistics and Asset Management Department and the City of Tampa, shall be provided without additional cost by the DB Team.

SECTION 3: EXHIBITS

3.01 The following exhibits are to be considered a basis of design as a part of this RFQ and shall not be considered a "hard cost" but as an estimated preliminary cost study. Exhibits are as follows:

3.01a EXHIBIT A – VDA Elevator Assessment, Dated 01.13.25 (Revised), 4 pages

3.01b EXHIBIT B – MES Group, Project Assessment, Dated 01.09.25, 4 pages

3.01c EXHIBIT C – The Lunz Group, Cost Estimate Summary, Dated 03.12.25, 1 page

www.vdassoc.com
E-mail: contact@vdassoc.com
Phone: 813-441-4417
5401 West Kennedy Blvd, Suite 100 | Tampa, FL 33609

January 13, 2025 (Revised)
January 2, 2025

VIA EMAIL:
tchamberlain@lunz.com

Mr. Trent Chamberlain, AIA/NCARB Senior Architect
The Lunz Group
58 Lake Morton Drive
Lakeland, Florida 33801

Re: Pam Iorio Garage, 640 South Florida Avenue, Tampa, FL – VDA No. 75494

Dear Mr. Chamberlain:

In accordance with our agreement, vda Inc. ("VDA") performed a cursory survey of the seven (7) vertical transportation units located at the Pam Iorio Garage, 640 South Florida Avenue, Tampa, FL on Monday, December 16, 2024.

VDA's survey evaluates the maintained condition of the vertical transportation systems and related building equipment. Our report and recommendations are based on our physical examination of the equipment's individual components applicable to this consultation service.

Our cursory review was limited to a high level overview of the existing control systems to provide remedial options for modernization and/or upgrading alternatives for ownership with associated budget estimates. The collected data presents an overview of major component areas and individually evaluated functions.

EXECUTIVE RECAP

VDA reviewed the following vertical transportation units:

Device ID	Device Type	Speed (FPM)	Capacity	Manufacturer	Control Type	Install Date	MOD Date
NW1	Traction Elevator	350	3500	Montgomery Kone	Miprom Ultron	1996	N/A
NW2	Traction Elevator	350	3500	Montgomery Kone	Miprom Ultron	1996	N/A
SW1	Traction Elevator	350	3500	Montgomery Kone	Miprom Ultron	1996	N/A
SW2	Traction Elevator	350	3500	Montgomery Kone	Miprom Ultron	1996	N/A
SE1	Traction Elevator	350	3500	Montgomery Kone	Miprom Ultron	1996	N/A
SE2	Traction Elevator	350	3500	Montgomery Kone	Miprom Ultron	1996	N/A
SE3	Traction Elevator	350	3500	Montgomery Kone	Miprom Ultron	1996	N/A

Vertical transportation for the Pam Iorio Garage is provided by seven (7) basement style geared traction elevators. These devices are designated as Northwest #1-2, Southwest #1-2, and Southeast #1-3. Montgomery Elevator installed the preceding vertical transportation equipment in approximately 1996 at garage construction. No major components appear to have been upgraded since initial construction; however, each elevator now complies with ASME A17.3-2015 door lock monitoring code requirements courtesy of an overlay installed recently. TKE Corporation is the incumbent elevator maintenance provider for this property.

Each group of elevators are of the same age and design: the devices operate at a running speed of 350 feet per minute and serve all five (5) of the building's front landings 1-5. Each device utilizes a Microprocessor Miprom Ultron motion/signal controller and a Geared basement set machine. The elevators have a 3500 lbs. rated load capacity and utilize single speed center opening car and hoistway doors which are powered by the original MAC door operators.

CAPITAL PLANNING CONSIDERATIONS

The existing elevator equipment installed by Montgomery in 1996 has exceeded the end of its designed useful life cycle of twenty (20) years. Therefore, VDA recommends that the vertical transportation system be put on a short-term capital expenditure plan to modernize all units within the next one (1) to two (2) years. Any number of reasons and methodologies may necessitate the recommendation for elevator modernization.

The total estimated cost of the recommended elevator modernization project is as follows:

Estimated Cost:	Per Elevator
Elevator Contractor Cost:	$400,000 - $450,000
"Work by Others" (Standby Power Generator, Machine Room HVAC, Electrical, Fire & Life Safety & Access Control):	*Refer to MES Group, Inc. report for "work by others" budget.*
Elevator Cab Allowance:	$30,000
Subtotal Estimated Cost (per Elevator):	$430,000 – $480,000
Total Estimated Cost of Modernization Project (7 Elevators):	$3,010,000 - $3,360,000

The estimated probable costs are also contingent on market conditions at the time of bidding, in addition to the final scope of work and specific selections, including, but not limited to, cab interiors, materials and finishes. Probable cost is also contingent on code-required related building work, known as "Work by Others," which can cause the pricing to vary significantly.

MODERNIZATION/UPGRADING OUTLINE (TRACTION)

The following itemized breakdown of elevator system components indicates the recommended general modernization scope.

COMPONENT/SYSTEM	RECOMMENDATION
A. Machine Room/Secondary/Overhead:	
Hoisting Machine	New
VVVF Drive	New
Motion Control (Controller)	New
B. Hoistway and Pit:	
Cables (Hoist/Comp)	New
Guides (Car / Counterweight)	New
Electrical Traveling Cables	New
C. Hoistway Door Equipment:	
Entrance Frames	Retain
Entrance (Tracks/ Locks/ Hangers/ closers)	New
D. Car Equipment:	
Door Operator	New
Safe-Edge	New
Car Enclosure (allowance)	New
E. Operating Signal Fixtures:	
Car Operating Station (Main/Aux)	New
Corridor Push Buttons	New
Corridor Direction Lanterns	New
Emergency Lighting	New

Should you have any questions after reviewing this report, please feel free to contact our office.

Very truly yours,

Kyle Leist
Senior Associate

KL/vh

Mechanical, Electrical, Plumbing, Fire Protection, and Fire Alarm, Systems Assessment Report

Project:	Pam Iorio Garage Elevator Modernization Project		
Owner/Location:	City of Tampa	**Contractor:**	N/A
Report Date:	January 9, 2025	**Site Inspection Date:**	December 16, 2024
MES Group Staff:	David Keith, PE, CxA – President, Principal (Electrical, Communications, Fire Alarm, Security & Surveillance) Nicholas Stephenson, PE, BCxP – Vice President, Principal (Mechanical, Plumbing, Fire Protection)		
Purpose:	The purpose for this site visit was to investigate the existing conditions of the mechanical, electrical, fire protection, fire alarm and plumbing infrastructure related to the elevator systems and assess the overall condition to identify critical path items that must be considered for a modernization project.		

1. **Fire Protection:**
   a. Existing Conditions
      i. Fire Protection for the parking garage is accomplished through a combination of sprinklers and standpipes with hose connections located throughout the parking levels.
      ii. The 10" firewater service enters the parking structure from Florida Avenue, at the southwest corner and travels directly into the fire pump room. The test header and fire department connections are both located on the south wall in the alleyway.
      iii. A 150 HP Peterson electric fire pump is installed inside the fire pump room providing proper pressure and flow of fire water to the sprinkler system and hose connections. A Grundfos jockey pump is installed to maintain pressure during normal operation. The fire pump does not appear to be original to the structure, however a manufacture date was not identified. The manufacturer was contacted to determine a manufacturer date, but as of this report, one has not been provided. The pump appeared to be in good condition and well maintained. No noticeable leaks were identified.
      iv. The fire water main is routed throughout the ground floor and branches to individual standpipes located throughout the level and combination riser/standpipe in each stairwell. At each level, adjacent to each elevator bank, hose connections are installed supplied from the standpipe in the stairwell. Zone control valves are installed providing fire water for sprinklers to adjacent tenant spaces and storage areas.
      v. The elevator machine rooms are properly sprinklered using upright sprinklers with guards, supplied from dedicated control valves off of the sprinkler main/branch.
      vi. The elevator shafts are sprinklered at the top and bottom according to NFPA 13. Sprinkler piping is routed from the combination riser/standpipe located within the adjacent stairwells to each shaft, and sidewall sprinklers with guards are installed. Zone control valves are installed for each location to alert the fire alarm system in the event there is water flow.
   b. Recommended Solutions
      i. The sprinklers that were installed within the elevator shafts appeared to be original to the structure. It is recommended to replace the sprinkler heads in each elevator shaft. This results in approximately 14 new sprinkler heads being installed.
   c. Opinion of probable cost of recommended solutions
      i. Demolition, including system drain – $1,200

ii. New Sprinkler Installation - $1,500
iii. Total Division 21 - $2,700

2. **Plumbing:**
   a. Existing Conditions
      i. The 4" water main for the parking structure enters into the fire pump room where it splits. One 4" line serves the attendants toilets and retail area, and another 4" line travels to the 10 HP SyncroFlo Duplex Booster pump. The booster pump supplies six risers that contain keyed hose bibbs at each level for maintenance purposes.
      ii. The 6" sanitary sewer main runs north-south along the west side of the parking structure. The attendant restrooms gravity drain to the sanitary sewer main.
      iii. Storm water is managed through area drains located throughout the parking levels, all feeding into a large storm water vault located below grade.
      iv. Each elevator pit contains a sump pump that operates if water is detected in the sump. The sump pump discharge travels through a check valve and routes below grade to the 6" sanitary sewer line.
   b. Recommended Solutions
      i. Replace 3 sump pumps with new, similar sized pumps and controllers.
      ii. For the elevator replacement, no domestic water or storm work is anticipated.
   c. Opinion of probable cost of recommended solutions
      i. Sump Pumps - $6,000
      ii. Total Division 22 - $6,000

3. **Mechanical (HVAC):**
   a. Existing Conditions
      i. Each elevator shaft is naturally ventilated via louvers at the top of the shaft. The louvers are protected from the elements by weather hoods. The louvers are higher than 30ft from grade, therefore do not need to comply with AMCA 540 – Wind Borne Debris.
      ii. The elevator equipment room is conditioned with a 3.5 ton VTAC type packaged unit. The unit was tested and appears to be in proper working condition.
   b. Recommended Solutions
      i. No HVAC modifications required.
   c. Opinion of probable cost of recommended solutions
      i. Total Division 23 – $0

4. **Electrical (Power/Lighting)**
   a. Existing Conditions
      i. Elevators power is derived from 600 amp ASCO transfer switch, refer to schematic 1-line diagram.
      ii. Transfer switch load side is terminated on a Cutler-Hammer Westinghouse Pow-R-Line PRL4 panel board with a manufacture date of 07-11-1996.
      iii. Panel board is in average looking condition, however is approaching the end of it's useful life and will become increasingly difficult to source new circuit breakers or support for the outdated gear.
      iv. All circuit breakers serving the elevators are 100 amp HFD style breakers.
         1. At least one is marked as shunt trip, please note all elevators and CAB lights shall be shunt tripped, other labels concealed and unable to determine if shunt trips are installed.
      v. From the emergency panel board, branch circuit wiring extends to elevator machine rooms adjacent to elevator banks spread throughout the parking garage.
      vi. Within each machine room, a dedicated heavy duty 100 amp frame safety switch serves as the local disconnecting means.
      vii. Additionally, a small load center is installed to serve the CAB lighting circuits.
         1. CAB lighting circuit breakers do not appear to shunt trip.
      viii. From the disconnect, branch circuit wiring continues to elevator control panel, and from control panel to final termination at elevator motor.

ix. Control panels mounted directly on floor, and have no elevation increase to avoid ponding water during sever weather.
x. Existing garage lighting appears to have been retrofitted with LED recently, and is in good condition.
xi. Elevator pit lighting and hoistway lighting is dim, and does not meet current standards.

b. Recommended Solutions
   i. Replace transfer switch with bypass isolation unit to allow for maintenance to be performed while not requiring the entire elevator system to be disconnected from the sole power source.
   ii. Replace existing panel board with new.
   iii. All circuit breakers for elevators to be shunt tripped.
   iv. Recommend replacement of wiring to be included in base option. Allow VE if electrician/EoR test existing wiring, and deem it is acceptable for reuse.
   v. Provide new disconnects, heavy duty & fused - frame/fuse per new elevator manufacturer recommendations/NEC.
   vi. Utilize existing load centers to serve new CAB lights, replace circuit breakers in load centers with shunt trip units.
   vii. Provide house keeping pads for new elevator control cabinets, minimum 4" elevation increase.
   viii. Elevator threshold lighting to be included with elevators, maintain 10FC at threshold. All lighting shall be fed from emergency power sources.
   ix. Elevator pit lighting and hoistway lighting shall be upgraded to current codes for highrise elevator systems. All pit and hoistway lighting shall be powered by the emergency power system.

c. Opinion of probable cost of recommended solutions – Includes installation and no markups
   i. ATS
   ii. New Panel EMDP/with 10-100 amp 3 pole breakers (8 with ST), 1-30 amp 3 pole circuit breaker
   iii. 8 new 100 amp branch circuits – Average of 300 LF per run
   iv. 8 new disconnect switches
   v. House keeping pads
   vi. Demolition
   vii. Lighting upgrades for pit lights/hoistway
   viii. Additional division 26 coordination and general conditions
   ix. Total division 26 - $225,000

5. Communications

a. Existing Conditions
   i. Existing communication systems head end and infrastructure shall remain. New cabling shall originate in existing telecom source and extend CAT-5E cabling to elevator cabinets to establish any required network connectivity.

b. Recommendations
   i. New communications cabling from telecom cabinet for each elevator control panel.
   ii. Additional direct connection from required emergency communications in-cab requirements, i.e. 2-way communicator with emergency services, camera and video communications for the hearing impaired.
      1. This should be included with Elevator standard equipment in compliance with current elevator safety codes.

c. Opinion of probable cost of recommended solutions – Includes installation and markups
   i. Total Division 27 - $9,000

6. Fire Alarm

a. Existing Conditions
   i. Existing system originates at the main Simplex 4020 FACP, which communicates with ADT commercial via StarLink autodialer.
   ii. Existing system is old, and should consider replacement.
   iii. City of Tampa request new system to be considered with open architecture.

b. Recommended Solutions
   i. Replace panel and all devices.

ii. Will likely require new STP cabling to support new devices.

c. Opinion of probable cost of recommended solutions – Includes installation and no markups
   i. Subtotal Division 28 - $90,000

7. Security Surveillance

a. Existing Conditions
   i. Did not observe cameras in existing elevators, however, it is assumed they exist as per general safety and security standards.

b. Recommended Solutions
   i. Security cameras separate from the emergency call video camera shall be installed.
   ii. CAT6 POE cabling and POE ethernet switch with NVR capable of 30 days of video storage should be considered.

c. Opinion of probable cost of recommended solutions – Includes installation and no markups
   i. Cameras
   ii. Cabling
   iii. NVR
   iv. POE++ ethernet switch
   v. General conditions
   vi. Subtotal division 28 = $32,000
   vii. Total Division 28 (Fire Alarm + Security) - $122,000

Total Opinion of Probably Cost Summary Table MEP/FP

Division 21	$	2,700.00
Division 22	$	6,000.00
Division 23	$	-
Division 26	$	225,000.00
Division 27	$	9,000.00
Division 28	$	122,000.00
Base Fee Subtotal	$	364,700.00

End of Report

THE LUNZ GROUP
Architecture | Interior Design

March 13, 2025

Mr. Jon Wenberg, Project Architect
Contract Administration
306 E. Jackson St., 4th Floor North
Tampa, Florida 33602

Re: Pam Iorio Parking Garage DCP, Cost Estimate Summary – "Exhibit C"
TLG Project # 24141.01

Dear Mr. Wenberg,

The following is the approximate minimum and maximum amounts for the Design/Build package for the Pam Iorio Parking Garage Renovations.

The attached cost estimate summaries by VDA elevator specialist Engineering firm MES indicate minimum cost estimates only.

The renovations include updating the seven (7) existing elevators based upon the elevator assessment package produced by VD Associates (VDA) – see attached "Exhibit A".

Additional renovations include updates to Fire Protection, Plumbing, Electrical (Power/Lighting), Communications, Fire Alarm, and Security Surveillance Systems as indicated in the MES Group Project "Building Systems Assessment" - see attached "Exhibit B".

The attached Exhibits indicate the projected scope of work. The estimated cost range for design, construction and Design-Build fee ranges from $6,000,000 to $9,000,000

Thank you for your interest in this project.

D. Trent Chamberlain, AIA, NCARB

CC: Craig Fennig, The Lunz Group
Brit Kirby, The Lunz Group
Jon Wenberg, City of Tampa
Fed Revolte, City of Tampa
Jameson Bachtel, City of Tampa

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EXHIBIT B – Scope of Services

Pam Iorio Parking Garage – Elevator Rehabilitation & Associated Modifications RFQ 24-C-00021 – Design-Build Preconstruction Services Proposal

On behalf of The A.D. Morgan Corporation | DuCon & Wilder Architects Design Build Team, we are pleased to submit our Design-Build Preconstruction Services Proposal for the Pam Iorio Parking Garage Elevator and Associated Modifications. This proposal outlines our approach, scope of services, and fee structure based on RFQ 24-C-00021 and the Design Criteria Package prepared by The Lunz Group. We look forward to collaborating with the City of Tampa to deliver a safe, efficient, and minimally disruptive rehabilitation of the Pam Iorio Parking Garage.

Project Overview

Project Location: Pam Iorio Parking Garage, 301 Channelside Drive, Tampa, FL

Design & Construction Budget: $6,000,000 – $9,000,000 (City's published range)

Project Scope includes:

- Rehabilitation and modernization of seven (7) existing elevators.
- Upgrades to fire protection, plumbing, electrical, communications, fire alarm, and security surveillance systems.
- Specialty elevator design and vertical transportation consulting (VDA, Inc.).
- Environmental evaluation and remediation for lead and asbestos.
- Phased construction and traffic control to keep the garage operational.
- Coordination with the City's Technology & Innovation (T&I) Department.
- Protection of existing artwork and historic elements.
- Compliance with LEED Silver standards (certification not required).

Reference Documents: Exhibit A – VDA Elevator Assessment, Exhibit B – MES Group Systems Assessment, Exhibit C – Lunz Group Cost Estimate Summary.

Scope of Work & Services Provided

A. Architectural & Engineering Design Services (Wilder Architecture, Inc.)

- Programming & Scope Confirmation.
- Existing conditions documentation & measured drawings.
- Schematic Design, Design Development, and Construction Documents.
- Integration of VDA's elevator modernization scope (Exhibit A).
- Integration of MES Group's system upgrade recommendations (Exhibit B).
- Bidding/Negotiation support for GMP development.
- Construction Administration (to be authorized with GMP).
- Delivery of As Built and Closeout Documentation per RFQ.

B. Preconstruction Services Provided by A.D. Morgan

- Cost Estimating & Budget Control – Estimates at SD (30%), DD (60%), CD (90%), and GMP (100%).
- Value Engineering – Alternatives for elevators, MEP systems, and finishes.
- Existing Conditions Verification – Surveys and field investigation per RFQ Section 1.09.
- Scheduling & Phasing – Master schedule development; phasing and logistics planning.
- Constructability Reviews – Iterative reviews during SD/DD/CD phases.
- Subcontractor Outreach & Procurement – Market engagement, prequalification, and bid tabulation.
- Risk Management & Controls – Cost/schedule risk identification, GMP transparency.

C. Potential Additional Design Component – Vertical Expansion Feasibility Allowance

At the City's request, the Design-Build Team has included an allowance for the potential addition of a feasibility analysis during the design phase to evaluate the existing Pam Iorio Parking Garage structure for a possible future vertical expansion of up to two (2) additional parking decks.

This effort would be performed only if authorized by the city, and would be limited to:

- Structural analysis of existing conditions and load capacities.
- Concept-level evaluation of architectural and MEP system impacts.
- Evaluation of vertical transportation infrastructure requirements with recommendations.
- Summary narrative and conceptual recommendation outlining feasibility, constraints, and general cost implications.

This allowance does not alter the core scope or priorities of the current project, which remains focused on the elevator modernization and associated system upgrades.

EXHIBIT C – Schedule of Fees

Fee Proposal

Architectural & Engineering Basic Services (Not Including Construction Administration) – Wilder Architecture, Inc.
(Based on $7,000,000 × 6.4% = $448,000, using the Florida Department of Management Services (DMS) AE Fee Curve for Group C – Repairs & Renovations. The final Basic Services fee will be adjusted proportionally to the approved GMP, upward or downward, consistent with the DMS methodology.)

Phase	% Allocation	Fee ($)
Schematic Design	15%	$84,000.00
Design Development	20%	$112,000.00
Construction Documents	40%	$224,000.00
Bidding & Negotiation	5%	$28,000.00
Subtotal (pre-GMP)	**80%**	**$448,000.00**
Construction Administration*	20%	*NIC – Deferred to GMP*

*Construction Administration balance deferred until GMP authorization.

Adjustment to Fee Basis
The Design-Build Team reserves the right to adjust the Basic Services fee proportionally should the final Guaranteed Maximum Price (GMP) approved by the Owner vary upward or downward from the current $7,000,000 basis. The adjustment shall be applied at the agreed-upon percentage for Basic Services and will be reconciled at the time of GMP approval.

Additional Services – Allowances (Wilder Architecture, Inc.)

Service Description	Allowance ($)
Programming / Scope Confirmations	$10,000.00
Measured Drawings	$15,000.00
Advanced Release Package(s) – Allowance	$15,000.00
Specialty Consultant Services (VDA) (x1.10)	$22,165.00
Reimbursables – Allowance	$5,000.00
Total Additional Services Allowances	**$67,165.00**

Grand Total – Design Services (Wilder + VDA)

Category	Amount ($)
Basic Services (Wilder)	$448,000
Additional Design Services	$67,165.00
Total A/E Services	**$515,165.00**

Design-Builder Preconstruction Services (A.D. Morgan)

Preconstruction Task	% of Total	Value ($)
Schematic Design Estimate	14.8 %	$12,000
Design Development Estimate	18.5 %	$15,000
Construction Document	15.4 %	$12,500
GMP Development	17.3 %	$14,000
Value Engineering Workshops	7.4 %	$6,000
Schedule Development & Updates	5.6 %	$4,500
Constructability Reviews	5.6 %	$4,500
Subcontractor Outreach / Market Input	4.9 %	$4,000
Surveying (Allowance)	6.2 %	$5,000
Asbestos & Hazardous Materials Testing (Allowance)	4.3 %	$3,500
Total Preconstruction Services	**100 %**	**$81,000**

Total Design & Preconstruction Fees Summary:

Service Description	Proposed Fee
Total Architectural & Engineering Fees	$515,165.00
Design Builder Management Fee (5%)	$25,758.00
Total Preconstruction Services	$81,000.00
Vertical Expansion Feasibility Analysis Allowance	$50,000.00
Contingency for Unforeseen Design or Preconstruction Services	$25,000.00
Total Fee Proposal	**$696,923.00**

Project Schedule
Schedule is to be confirmed with Owner.

Thank You for Your Trust and Consideration
A.D. Morgan | DuCon, with Wilder Architecture and VDA, looks forward to working with the City of Tampa to deliver a well-planned, cost-efficient, and successful modernization of the Pam Iorio Parking Garage Elevator Systems. Should you have any questions, please do not hesitate to contact me, Matthew D'Amaddio, at 813-495-8143.

Sincerely,

Matt D'Amaddio
Vice President of Preconstruction Services
The A.D. Morgan Corporation

EXHIBIT D

CITY OF TAMPA INSURANCE REQUIREMENTS

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

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

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

MINIMUM SCOPE AND LIMIT OF INSURANCE [1]

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

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

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

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

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

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

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

H. Railroad Protective Liability CRPL) Insurance for construction within 50ft of operated railroad track(s) or where affects any railroad bridge, trestle, tunnel, track(s) roadbed, or over/under pass. Subject to involved rail road's approval prior to commencement of work. **(IF APPLICABLE).**

I. Pollution and/or Asbestos Legal Liability Insurance where Agreement involves asbestos and/or environmental hazards/contamination risks (defined broadly, e.g. lead, mold, bacteria, fuel storage, underground work, cleanup (owned or non-owned sites), pollutant generation/transportation, marine/natural resource damage, contamination claim, restitution, business interruption, mold, fungus, lead-based paint, 3rd party claims/removal, etc.), with limits of at least $1M per occurrence and $2M aggregate, maintained for at least 3 years after Agreement completion. **(IF APPLICABLE)**

J. Cyber Liability Insurance where Agreement involves portals allowing access to obtain, use, or store data; managed dedicated servers; cloud hosting services; software/hardware; programming; and/or other IT services

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

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

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

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

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

M. Garagekeeper/Hangerkeeper/Marina Operator Legal Liability Insurance and/or Hull/P&I Insurance where parking lot, valet, dealership, garage services, towing, etc. and/or operation of a hangar, marina, or air plane/ship repairer, providing safe berth, air/watercraft storage/docking (on land/ in water), fueling, tours, charters, ferries, dredges, tugs, mooring, towing, boat/aircraft equipment/repair/alteration/maintenance, etc.; cover- age against liability for damage to vehicles air/watercraft, their machinery in Firm's care, custody, or control both private & commercial. Limits at least equal to greater of $1M, value of max number of vehicles that may be in Firm's custody, or of most costly object in Firm's custody. **(IF APPLICABLE)**

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

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

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

ADDITIONAL REQUIREMENTS

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

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

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

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

☐ Other:_____

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

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

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

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

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

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

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

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

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

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

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

Exhibit 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. GFECP)
  (Ref: use **Minimum Contact List provided w/final Project EBO Determination Goal)**

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

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

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

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

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

Failure to Complete, Sign and Submit Forms 10, 20, & 50 MAY render the Bid or Proposal Non-Responsive

Page 1 of 2 – DMI Solicited/Utilized Schedules
City of Tampa – Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers)
(DMI 10 Form)

Contract No.: 24-C-00021 Contract Name: PAM IORIO PARKING GARAGE ELEVATOR & ASSOCIATED MODIFICATIONS DESIGN BUILD
Company Name: THE A.D. MORGAN CORPORATION Address: 716 N RENELLIE DRIVE, TAMPA, FL 33609
Federal ID: 59-2933439 Phone: 813-832-3033 Fax: 813-831-9860 Email: MDAMADDIO@ADMORGAN.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 with this form)**

Note: Form DMI-10 must list ALL subcontractors solicited

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

S = SLBE O = Neither Federal ID	Company Name Address Phone, Fax, Email	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
O 59-3614371	WILDER ARCHITECTUR 1315 E 7TH AVE, TAMPA, FL 33605 (813) 242-6471	906	E,P	Y
S 26-0160232	DUCON, LLC. 1726 E. 7TH AVE, TAMPA, FL 33605 941-376-1663	912	E,P	Y
O 22-2330816	VDA ASSOCIATES 5401 W. CYPRESS ST. SUITE 100 TAMPA, FL 33607 813-441-4417	925	E,P	Y
S 59 - 3614371	MASTERS CONSULTING ENGINEERS, INC. 5523 W. CYPRESS ST. SUITE 200 TAMPA, FL 33607 727-573-4656	925	E,P	Y

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

Signed:_____ Name/Title: MATT D'AMADDIO | VP OF PRECONSTRUCTION Date: 11/5/2025

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

Failure to Complete, Sign, and Submit Forms 10, 20, & 50 MAY render the Bid or Proposal Non-Responsive

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

Contract No.: 24-C-00021 Contract Name: PAM IORIO PARKING GARAGE ELEVATOR & ASSOCIATED MODIFICATIONS DESIGN BUILD

Company Name: THE A.D. MORGAN CORPORATION Address: 716 N RENELLIE DRIVE, TAMPA, FL 33609

Federal ID: 59-2933439 Phone: 813-832-3033 Fax: 813-831-9860 Email: MDAMADDIO@ADMORGAN.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 with this form)**

Note: Form DMI-20 must list ALL subcontractors To-Be-Utilized.

☐ **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: "O" for Other Non-Certified

S = SLBE O =Neither Federal ID	Company Name Address Phone, Fax, Email	Trade, Services or Materials NIGP Code Listed above	$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
O 59-3614371		906	$515,165.00	73.00%
S 26-0160232		912	$12,150.00	.017%
O 22-2330816		925	$20,150.00	2.89%
S 59 - 3614371		925	$50,000	7.17%
S				
S				
S				

Total ALL Subcontract / Supplier Utilization $ 597,564.00

Total SLBE Utilization $ 62,150.00

Percent SLBE Utilization of Total Bid/Proposal Amt. 8.9 **%**

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

Signed:_____ Name/Title: MATT D'AMADDIO | VP OF PRECONSTRUCTION Date: 11/5/2025

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