

Agmt

RESOLUTION NO. 2021- 675

CAD/vm

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF TAMPA AND SKANSKA USA BUILDING INC., IN THE AMOUNT OF \$37,876,566 FOR PROFESSIONAL DESIGN-BUILD SERVICES WITH A GUARANTEED MAXIMUM PRICE (GMP) IN CONNECTION WITH THE 19-C-00052; TAMPA CONVENTION CENTER IMPROVEMENTS, AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF TAMPA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 2020-668, the City of Tampa ("City") entered into an Agreement with Skanska USA Building Inc., ("Firm") on October 1, 2020, to provide certain professional Design-Build services pertaining to the 19-C-00052; Tampa Convention Center Improvements - Elevators and Meeting Rooms Renovation Design-Build; ("Project"); and

WHEREAS, pursuant to Resolution No. 2020-862, the City entered into an Agreement with the Firm on December 3, 2020, to provide certain professional Design-Build services with a GMP pertaining to the Project; and

WHEREAS, the City and the Firm desire to enter into an Agreement to provide certain professional Design-Build services with a GMP 2 to the Project; and

WHEREAS, compensation for services shall not exceed the amount of \$37,876,566 as described in Exhibit E of this Agreement and funds for payment of said services are available in the appropriate accounts in the Budget of the City of Tampa.

NOW, THEREFORE

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

Section 1. This Agreement between the City of Tampa and Skanska USA Building Inc., for provision of professional Design-Build services pertaining to Contract 19-C-00052; Tampa Convention Center Improvements - Elevators and Meeting Rooms Renovation Design-Build, a copy of which is attached hereto and made a part hereof, is approved and authorized 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 to attest and affix the official seal of the City of Tampa to, said Agreement on behalf of the City of Tampa.

Section 3. This resolution provides funding in the total amount of \$37,876,566 for the award of a Design-Build contract to Skanska USA Building, Inc. for the Tampa Convention Center Renovations Phase II Project. The Tampa Convention Center & Tourism Department is providing \$33,000,000,000 from within the Non-Ad Valorem Revenue Note Series 2021 Fund and \$4,876,566 from within the Non-Ad Bonds CIP Series 2021 Fund, subject to appropriation of the note and bond proceeds.

Section 4. The other proper officers of the City of Tampa are hereby 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 2 AUG 26 2021

ATTEST:

City Clerk/Deputy City Clerk

Chairman/Chairman Pro-Tem, City Council

Approved as to Legal Sufficiency by:
e/s

Marcella T. Hamilton, Assistant City Attorney

PRCA1-69973

**Agreement For Design-Build Services
for**

**CONTRACT 19-C-00052; TAMPA CONVENTION CENTER
IMPROVEMENTS
PHASE I EARLY OUTPUTS,
("Project")**

GMP 2

between

**The City of Tampa, Florida
("City")**

and

**Skanska USA Building Inc.,
("Firm")**

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**AGREEMENT FOR DESIGN-BUILD AT RISK
WITH A GUARANTEED MAXIMUM PRICE ("GMP")**

This Agreement (herein called "Agreement" or "Contract") is made and entered into at Tampa, Florida, this ___ day of _____ by and between the CITY OF TAMPA, whose address for the purpose of this Agreement is 315 West Kennedy Boulevard, Tampa, Florida 33602, a municipality organized and existing under the laws of the State of Florida ("City"), and **Skanska USA Building Inc.**, a firm existing under the laws of the State of **Delaware**, the address of which is **4030 Boy Scout Blvd., Suite 200, Tampa, FL 33607**, ("Firm") for the construction of **Contract 19-C-00052; Tampa Convention Center Improvements Phase I Early Outputs** ("Project") as designed by **Skanska USA Building, Inc.**, pursuant to the Project Construction Documents listed in **Exhibit D**, attached hereto and made a part hereof, to be located in Tampa, Florida. The Firm and City agree as set forth below.

ARTICLE 1 DEFINITIONS

1.1 Application for Payment – shall mean an application submitted by the Firm for payment in accordance with the terms of the Agreement on approved forms and containing such information as is required under the Agreement or as may be reasonably required by the City in order to process such application.

1.2 Certificate for Payment – shall mean a certificate issued by the City's Representative stating that on the basis of the City's observations and inspection, the work for which an Application for Payment has been submitted has been completed in accordance with the terms and conditions of the Contract Documents.

1.3 Change Order – shall mean a written order requiring the performance of work or services not otherwise contemplated in the Agreement which also includes appropriate adjustments in the compensation and/or completion date pursuant to Article 11 of this Agreement and which is approved by the City Council and which amends the terms of the Agreement.

1.4 City's Representative - as defined in Section 9.1 hereof.

1.5 Design-Build Fee – as set forth in Section 5.2 hereof.

1.6 Construction Phase Services – as defined in Article 4 hereof.

1.7 Contract Documents – shall mean this Agreement, any Change Orders, Work Directive Changes, Field Orders, all Exhibits to this Agreement, the Design Documents and all drawings and other documents referenced in the Project Construction Documents as listed in **Exhibit D**.

1.8 Cost of Construction – as defined in Section 5.4 hereof.

1.9 Day/Date - The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically designated. If any date specified in this Agreement falls on a

Saturday, Sunday or legal holiday, then the date to which such reference is made shall be extended to the next succeeding business day.

1.10 Field Orders – shall mean minor changes in the work covered by this Agreement not involving an adjustment to compensation or time under the Agreement and not inconsistent with the intent of the Contract Documents. Such order shall be affected by a written order executed by the City’s Representative, in accordance with Section 11.7 of the Agreement.

1.11 Guaranteed Completion Date – shall mean the date by which the Firm is to achieve Substantial Completion of the Work required of it hereunder, as said dates may be adjusted pursuant to the terms hereof. The Guaranteed Completion Date calendar date or number of calendar days from the date of signature of the Notice to Proceed (NTP) or the issuance of permits sufficient to allow the start of on-site work (The Start of the Work), whichever comes later, which calendar date or number of calendar days shall be established in the GMP Proposal.

1.12 Guaranteed Maximum Price (“GMP”) – is the total amount established in the GMP Proposal which the Firm guarantees that the Cost of Construction for the entire Project, as such amount is adjusted pursuant to the provisions of this Agreement, shall not exceed.

1.13 Owner’s Contingency - shall be the amount, if any, set aside in the GMP for which the City shall have sole discretion as to its use.

1.14 Project Construction Documents – shall mean all drawings, plans, documents, specifications and technical material of any nature required for the permitting and construction of the Project as described in **Exhibit D**.

1.15 Substantial Completion – shall mean the stage in the progress of the work when the work or designated portion of the work is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the work for its intended use.

1.16 Utilities – shall mean all roadway, railways, drainage facilities, or public or private utility facilities, including, without limitation, any potable water facilities, any sanitary sewer facilities, any electrical power facilities, any telecommunication facilities, any television facilities or any gas facilities.

1.17 Work shall mean all work required under this Agreement, the Contract Documents or the Project Construction Documents, or any work that is related to the construction of the Project.

1.18 Work Directive Change – shall mean a written directive to the Firm issued on or after the date the Agreement has been executed and signed by the City’s Representative ordering additions, deletions or revisions to the scope of the Firm’s services under this Agreement. Any change to the Cost of Construction required by a Work Directive Change, not otherwise compensated by means of monies designated in the GMP as ‘Owner’s Contingency’, shall be incorporated in a Change Order which shall include adjustments in compensation and time of performance as are mutually agreed upon by the City and the Firm or which include such adjustments as the City deems appropriate subject to the Firm’s right to make claims in connection with such adjustments pursuant to Article 16 of this Agreement. No expenditure of

funds designated in the GMP as 'Owner's Contingency' shall be made without prior receipt of a Work Directive Change.

1.19 Business Days are defined as Monday through Friday excluding official City holidays.

1.20 Beneficial Occupancy – shall mean the City's use of the work or portion thereof, excluding that described in 9.1.1.d, for the purpose intended.

ARTICLE 2 SCOPE AND PHASING OF WORK

2.1 General Scope. The Firm shall construct the Project as specified in and in accordance with the Contract Documents, including, without limitation, the Construction Phase Services described in Article 4 hereof, and otherwise perform all work as is required under the Contract Documents.

2.2 Conditions Precedent. The Firm shall not commence work in connection with the Project until the City has issued a written notice to proceed to the Firm.

ARTICLE 3 DESIGN PHASE SERVICES

3.1 To the extent Design Phase or Construction Documents preparation activities occur during the course of this Agreement, the Firm shall consult with the City upon a mutually agreed upon basis regarding the design and constructability of the Project or portions thereof and any documents reflecting such basis shall be incorporated in any appropriate subsequent agreements.

ARTICLE 4 CONSTRUCTION PHASE SERVICES

4.1 Upon satisfaction of the conditions precedent in Article 3 hereof (or waiver of any conditions precedent by the City), the Firm shall immediately commence the Construction Phase Services which shall include the following services:

4.1.1 The Firm shall construct the Project in accordance with the Project Construction Documents approved by the City which are listed in **Exhibit D** and incorporated herein by reference. The Firm's Project Narrative, Detailed Estimate and Document List are all specifically included in this Contract. These documents are enumerated under **Exhibit E**.

4.1.2 The scope of the Firm's Construction Phase Services shall include those services set forth herein and such other work as reasonably may be required in order for the Firm to complete the construction of the Project pursuant to the terms of the Contract Documents and the Project Construction Documents.

4.1.3 Firm shall perform all work in accordance with the Guaranteed Completion Dates as listed under Article 1.11, subject to adjustment as hereinafter provided.

4.1.4 The Firm shall secure all licenses, permits and governmental approvals necessary or required for the construction of the Project and the performance of the work. All fees associated with this procurement shall be the responsibility of the City.

4.1.5 The Firm shall provide all materials, equipment, supervision, inspection, testing, labor, tools and specialty items necessary to execute and complete the performance of the work unless otherwise specified as City's responsibility herein.

4.1.6 Notwithstanding any requirements herein for City's review, inspection or approval, the parties acknowledge and agree that the Firm shall be solely responsible and liable for the proper performance of the work as provided for herein.

4.1.7 Notices and Compliance with Law. The City is familiar with the zoning and land use restrictions applicable to the Project and has provided this information to the Firm. The Firm shall be responsible for giving all notices and for complying with all laws, ordinances, rules, regulations and lawful orders of any public authorities having jurisdiction over the Project with respect to the performance of the work and the construction of the Project including, without limitation, all building codes and regulations. The Guaranteed Maximum Price and Guaranteed Completion Dates are based upon the laws, ordinances and regulations, which are in effect on the date of this Agreement. Any changes in laws or codes thereafter that require additional work shall be the subject of a Change Order or Work Directive Change as hereinafter provided.

4.1.8 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 this 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.

4.1.9 Utilities. Based upon reasonable inquiries with the known utility providers in the area, the Firm shall locate all known existing utilities above, upon, or under the Project site. The Firm shall contact the owner of all known Utilities to determine the location of and necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. The Firm shall schedule and coordinate its work around any such relocation or temporary service interruption. The Firm shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the work. Additional compensation may be due should existing utilities impacting the work be discovered, which are not identified by utility providers or shown on the Construction Documents.

4.1.10 Firm's Representative. The Firm designates **Mark McLaughlin, Project Executive** as its Representative whose address is **4030 Boy Scout Blvd., Suite 200 Tampa, FL 33607**, to represent and act for the Firm (Firm Representative). All notices, determinations, instructions and other communications given to the Firm's Representative shall be binding upon the Firm. The City shall be entitled to rely upon the Firm's Representative authority as set forth within this Agreement.

4.1.11 Record Contract Documents. The Firm shall maintain at its primary local office one record set of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Work Change Directives and Field Orders, as well as all written interpretations and clarifications issued by the City's Representative, in good order and annotated to show all changes made during construction. The

record Contract Documents shall be continuously updated by the Firm throughout the prosecution of the work to accurately reflect all field changes that are made to adapt the work to field conditions, changes resulting from Change Orders, Work Change Directives and Field Orders, and all concealed and buried installations of piping, conduit and utility services which are installed by the Firm pursuant to the Contract Documents. A working copy of the Contract Documents and a permit set will be kept at the Project site. Upon completion of the work, the record Contract Documents, samples and shop drawings shall be delivered to the City's Representative by the Firm. In addition the Firm shall deliver to the City's Representative all warranties, maintenance manuals, training manuals and any other data related to the operation and maintenance of the facility in accordance with the Contract Documents.

4.1.12 Emergencies. In the event of an emergency affecting the safety or protection of persons or the work or property at the Project site or adjacent thereto, the Firm without special instruction or authorization from the City or the City's Representative, is obligated to act to prevent threatened damage, injury or loss. The Firm shall give the City's Representative prompt written notice after the occurrence of the emergency.

4.1.13 Use of Premises. The Firm shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. The Firm shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the work. The Firm shall notify the City as soon as the Firm is aware that it may be necessary for the work to affect adjacent property, without limitation. It is the City's responsibility to obtain the consent of adjacent property owners for such work.

4.1.14 Safety. The Firm shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

4.1.15 Project Meetings. The Firm shall at all times work closely with the City's Representative as designated herein and shall keep the City fully advised as to the status of the work on the Project. Prior to the commencement of Construction Phase Services, the Firm shall attend a pre-construction conference with the City and the City's Representative and others as appropriate to discuss the Project Schedule, procedures for handling shop drawings and other submittal, and for processing Applications for Payment, and to establish a working understanding among the parties as to the work. During the prosecution of the work, the Firm shall attend any and all meeting convened by the City or the City's Representative as directed by the City. The Firm may bring selected subcontractors and suppliers to such meetings when appropriate.

4.1.16 Sales Tax. With the exception of direct purchases by the City, all sales tax will be included in the compensation paid to the Firm by the City and shall be paid by the Firm.

4.1.17 City Direct Purchase Plan. Notwithstanding any provision in the Agreement to the contrary, the City may elect, at its sole and absolute discretion, to purchase materials and supplies for use in connection with the Project in accordance with the following procedure and provisions:

(a) The Firm shall provide the City with a written list of vendors and materials which the Firm proposes that the City purchase directly pursuant to the terms hereof;

(b) Upon review and approval of the list set forth in subsection (a) above by the City's Representative under Section 9.1, the City shall issue purchase orders for the materials on terms and to the vendors as set forth on said list;

(c) The City's purchase order(s) issued pursuant to the terms hereof shall state that the purchase of the identified materials is exempt from the payment of any state tax, and shall include a copy of the City's Sales Tax Consumer's Certificate of Exemption;

(d) In connection with any materials purchased by the City pursuant to the terms hereof, one or more deductive change orders to the Agreement shall be executed by the City and the Firm which deductive change order(s) shall be equal to the amount paid by the City for all materials purchased directly by the City. The applicable sales tax for these materials will become part of the City's Owner's Contingency pursuant to the terms hereof;

(e) Said deductive change order(s) shall constitute amendment(s) to the Agreement recognizing that the City has purchased the materials identified in the deductive change order(s) directly from the vendor and such materials are not included as part of the Agreement and the GMP for the Project shall be adjusted by the amount of the deductive change order(s) without adjustment to the Design-Build Fee or General Conditions;

(f) Invoices for materials purchased pursuant to the terms hereof shall be sent directly to the City and the City shall directly pay the vendor or material man providing such materials, and a copy of each invoice shall be provided to the Firm for review and concurrence of payment applicability;

(g) Title to any materials purchased pursuant to the terms hereof shall vest in the City upon acceptance by the City and the Firm;

(h) The City shall bear all risk of loss for any materials purchased pursuant to the terms hereof commencing upon issuance of the purchase order by the City and terminating when the materials are accepted at the project site by the City and the Firm. Upon delivery of such equipment and material at the project site and prior to unloading or removal of packaging material, the Firm shall inspect the shipment and acknowledge receipt and acceptability of such shipment in writing to the City and the Firm shall immediately assume responsibility for the protection, risk of loss, storage, security, installation, performance, cleaning and maintenance in accordance with the terms of this Agreement. The Firm shall be further responsible to perform all work required to place each item of equipment in operating condition to the satisfaction of the City, including installation, coordinating the training, start-up and testing of the testing of the equipment as required under the terms of this Agreement;

(i) The City shall obtain such insurance as the City deems reasonably prudent, at the City's sole cost and expense, to insure the City for the full replacement costs of any materials purchased by the City pursuant to the terms hereof until such materials are accepted at the project site by the City and the Firm;

(j) The Firm shall remain responsible for the selection of vendors, the coordination of delivery dates, and the suitability of any materials for use in connection with the Project which are purchased pursuant to the terms hereof, during construction and for one year

from the date of the Guaranteed Completion Date; provided, however, that the City shall remain responsible for payment to the applicable vendors;

4.1.18 Material Safety Data Sheet. If any chemicals, materials, or products containing toxic substances, as defined by Chapter 442, Florida Statutes, are contained in the products used on site or incorporated into the construction by the Firm or any of its subcontractors, the Firm shall provide to the City's Representative, a Material Safety Data Sheet at the time of each delivery or new use of a product.

4.1.19 Assignment. The Firm shall not assign, sublet or transfer any of the work except as otherwise provided for under the terms of this Agreement without the written consent of the City. Such consent does not release or relieve the Firm, as principal, from any of its obligations and liabilities under this Agreement.

4.1.20 The Firm shall comply with all laws, ordinances and regulations, Federal, State and City, applicable to the work.

If the Project involves E.P.A. Grant eligible work, the City and the Firm agree that the applicable provisions of 40 CFR, Part 35, including Appendix C-1, shall become a part of this Agreement.

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.

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.*

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.

4.1.21 The Firm shall not employ the services of any person or persons now in the employment of the City, or who are employed by the City during the term of this Agreement.

4.1.22 No person who is serving sentence in a penal or correctional institution shall be employed on work under this Agreement.

4.1.23 The Firm shall sign, as approved, any subcontracts submitted to the City and invoices submitted by subcontractors in connection with this Project under the terms of this Agreement.

4.1.24 The Firm warrants that it 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 it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Firm, any fee, commission upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

4.1.25 Pursuant to Section 287.133, Florida Statutes, the following statement is incorporated into this Agreement and the Firm represents and warrants to the City that the Firm is not in violation of the following statutory provision: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, any may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

4.1.26 The Firm shall become familiar with and prepare for the normal weather conditions existing in Hillsborough County, Florida. Normal weather conditions are expected to impact the Work in numerous ways, including, but not limited to, delays during and after periods of rainfall, temporary flooding and ponding, wet ground, high winds and debris. The Firm's GMP and Construction Schedule, and any subsequent approved revisions thereto, shall sufficiently anticipate and include unfavorable weather.

4.1.27 Preservation of Property. The Firm shall preserve from damage all property along the line of the Work, or which is in the vicinity of or is in anywise affected by the Work, the removal or destruction of which is not called for by the Plans. This applies, but is not limited, to the public utilities, trees, lawn areas, building monuments, fences, pipe and underground structures, public streets (except natural wear and tear of streets resulting from legitimate use thereof by the Firm), and wherever such property is damaged due to the activities of the Firm, it shall be immediately restored to its original condition by the Firm and at his own expense. In case of failure on the part of the Firm to restore such property, or make good such damage or injury, the City may, upon forty-eight (48) hour written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due the Firm under this Agreement. Nothing in this clause shall prevent the Firm from receiving proper compensation for the removal, damage, or replacement of any public or private property not shown on the Plans, when this is made necessary by alteration of grade or alignment authorized by the City, provided that such property has not been damaged through fault of the Firm, his employees or agents.

4.1.28 Boundaries. The Firm shall confine his equipment, apparatus, the storage of materials, supplies and apparatus of his workmen to the limits indicated on the plans, by law, ordinances, permits or direction of the City.

4.1.29 Environmental Considerations. The Firm, in the performance of the work under this Firm, shall comply with all Local, State and Federal laws, statutes, ordinances, rules and regulations applicable to protection of the environment; and, in the event he violates any of the

provisions of same, he shall be answerable to the Local, State and Federal agencies designated by law to protect the environment. In the event the City receives, from any of the environmental agencies, a citation which is occasioned by an act or omission of the Contractor or his subcontractor or any officers, employees or agents of either, it is understood and agreed that the Firm shall automatically become a party-respondent under said citation; and the City immediately shall notify the Firm and provide him with a copy of said citation. The Firm shall comply with the requirements of the citation and correct the offending conditions(s) within the time stated in said citation and further shall be held fully responsible for all fines and/or penalties.

4.1.30 Working Hours. All work under this Agreement shall be performed during regular working hours, which are Monday through Friday, 7:00 a.m. to 4:00 p.m. No work shall be performed on official City holidays or during hours other than regular working hours without prior approval of the City.

ARTICLE 5 COMPENSATION

5.1 Generally. The Firm's compensation for all work to be performed by the Firm under this Agreement shall consist of: (a) "Design-Build Fee" as described in Section 5.2 of this Agreement; and (b) the "Cost of Construction" as described in Section 5.4 of this Agreement which shall not exceed the "Guaranteed Maximum Price" for the construction of the Project as described in Section 5.3 hereof. If the City elects or is required under this Agreement to make changes in the design or construction of the Project as hereinafter provided, then any increase in the Design-Build Fee, the Guaranteed Maximum Price or the Cost of Construction caused by such a change shall be incorporated in the Change Order or Work Directive Change as hereinafter provided.

5.2 DESIGN-BUILD Fee. In consideration of the DESIGN-BUILD services rendered by the Firm in connection with the Construction Phase Services, the City agrees to pay the Firm a fee in the amount of **ONE MILLION NINE HUNDRED EIGHTEEN THOUSAND SIX HUNDRED SIXTY-ONE DOLLARS (\$1,918,661)**, which fee shall be included as part of the GMP for the project as described in Sections 1.12 and 5.3 hereof.

5.3 Guaranteed Maximum Price. The Firm hereby guarantees that the Cost of Construction as described in Section 5.4 of this Agreement plus the Design-Build Fee shall not exceed the GMP established in the GMP Proposal.

5.3.1 To the extent that the Cost of Construction plus the Design-Build Fee is less than the GMP, the savings shall be shared as follows:

City = 100%

Firm = 0%

5.3.2 100% of any unused portions of monies designated in the GMP as "Owner's Contingency" and "Firm Contingency" shall be credited back to the City.

5.3.3 The City and the Firm agree that the allowances shown in the GMP Proposal are maximum amounts to be paid for each of these items. Should the Firm realize that any of these individual allowances may be exceeded, the Firm will notify the City who will choose whether to pay the additional cost required to complete the original scope of work or direct changes to the design to maintain the allowances.

5.3.4 Firm Contingency. The Guaranteed Maximum Price shall include a contingency for the Firm's exclusive use (hereinafter the "Firm's Contingency") to cover those costs considered reimbursable as the Cost of Construction. The Firm Contingency shall be available for the Firm's exclusive use at any time, including at the time of final payment, for reimbursement of costs and expenses (1) reasonably incurred by Firm in performing the Work, (2) of a type that are reimbursable under this Agreement as a Cost of Construction , and (3) that are not otherwise the basis for a Change Order (it being understood that the Firm Contingency shall not be used to fund any Work which would otherwise be subject to a Change Order); including, by way of example but not limitation, (a) Work items inadvertently omitted during the estimating and bidding process, (b) schedule recovery costs associated with normal weather, (c) cost increases due to unanticipated local labor and material market conditions, (d) interfacing omissions between and from the various categories of Work; and (e) additional costs incurred due to the withdrawal or disqualification of a subcontractor bid forming the basis for the GMP prior to signing of a written subcontract. Firm shall furnish the City with a monthly Contingency Log showing all reimbursements from the Firm Contingency. In no event may Firm use the Firm Contingency to reimburse itself for costs and expenses incurred as the result of the grossly negligent failure of Firm or its subcontractors to discharge their respective responsibilities with respect to the Work. Costs and expenses reimbursable from the Firm Contingency shall not exceed the amount of the Firm Contingency identified as an element of the Guaranteed Maximum Price set forth in the GMP Proposal, provided that the amount of the Firm Contingency shall be increased automatically by the net savings, if any, realized through subcontract and/or purchase order buyout or due to other under runs against the various amounts and allowances that compose the overall Guaranteed Maximum Price. When the Firm Contingency is exhausted, all costs and expenses that would qualify for reimbursement from the Firm Contingency shall be borne by the Firm unless such costs and expenses are otherwise compensable under the terms of this Agreement and do not cause the Guaranteed Maximum Price to be exceeded.

5.4 Cost of Construction. The term "Cost of Construction" shall mean all costs necessarily incurred by the Firm in the proper performance of the work required to complete the Construction Phase Services. The Cost of Construction shall not include any costs relating to the design of the Project or the Design-build Fee. The Cost of Construction shall include the following items:

5.4.1 Wages of all workers directly employed by the Firm to perform the work, either at or off the Project site.

5.4.2 The Firm will be paid a fixed amount for those General Conditions work items enumerated in the estimate.

5.4.3 Payments made by the Firm to subcontractors in accordance with the requirements of their respective subcontracts.

5.4.4. Payments made by the Firm to consultants retained by the Firm with respect to the Project, in accordance with the requirements of their respective consultant contracts.

5.4.5 Costs, including transportation, of materials and equipment incorporated in the Project.

5.4.6 Costs of materials described in the preceding Subsection 5.4.5 in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the City at the completion of the work or, at the City's option, shall be sold by the Firm; net amounts realized, if any, from such sales shall be credited to the City as a deduction from the Cost of the Construction.

5.4.7 Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by or for the Firm in the performance of the work required hereunder. Cost for items supplied by the Firm shall be documented or invoiced to the reasonable satisfaction of the City.

5.4.8 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by or for the Firm, whether rented from the Firm or others, and costs of transportation, installation, repairs and replacements, dismantling and removal thereof specifically for the purpose of constructing the Project. Rates of equipment rented from the Firm shall be at actual costs paid, as evidenced by invoices to the Firm.

5.4.9 Cost of removal of debris from the site.

5.4.10 Reproduction costs.

5.4.11 That portion of the reasonable travel and subsistence expenses of the Firm's personnel incurred while traveling in discharge of duties connected with the work outside the Tampa Metropolitan Area and with the City's prior consent.

5.4.12 That portion directly attributable to this Contract of premiums for insurance and bonds.

5.4.13 All sales, use or similar taxes imposed by a governmental authority which are related to the Project.

5.4.14 Fees of testing laboratories for tests required by the Contract Documents, except as specifically described in the Agreement or attachments to this Agreement.

5.4.15 Deposits lost for causes other than the Firm's negligence or failure to fulfill a specific responsibility to the City set forth in this Agreement.

5.4.16 Other costs incurred in the performance of the work if, and to the extent, approved in advance and in writing by the City.

5.4.17 In taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property; or in repairing or correcting damaged or nonconforming work executed by the Firm or the Firm's subcontractors consultants or suppliers, but only to the extent that the cost of repair or correction is not recovered by the Firm from insurance, subcontractors, other consultants or suppliers.

5.4.18 Fees and assessments for the building permit and for other permits, licenses and inspections which are required to construct the Project.

5.4.19 If, subsequent to final payment and at the City's request, the Firm incurs costs described in Section 5.4 and not excluded by Section 5.5 to correct defective or nonconforming work, the City shall reimburse the Firm such costs on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price.

5.5 Costs Excluded. The Cost of Construction shall not include:

5.5.1 Expenses of the Firm's principal office and officers other than the site office except as specifically provided in Section 5.4.

5.5.2 Overhead and general expenses, except as may be expressly included in Section 5.4.

5.5.3 The Firm's capital expenses, including interest on the Firm's capital employed for the work.

5.5.4 Threshold inspections.

5.5.5 Testing specifically excluded from and/or in addition to that included in the Firm's GMP Proposal.

5.6 Cash Discounts. Cash discounts obtained on payments made by the Firm shall accrue to the City if (a) before making the payment, the Firm included them in an Application for Payment and received payment therefor from the City, or (b) the City has deposited funds with the Firm with which to make payments; otherwise, cash discounts shall accrue to the Firm. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the City and the Firm shall make provisions so that they can be secured. Amounts which accrue to the City in accordance with the provisions of this section shall be credited to the City as a deduction from the Cost of Construction.

5.7 Accounting Records. The Firm shall keep full and detailed accounts and exercise such controls as may be reasonably necessary for proper financial management under this Agreement. The City, City's accountants and state and federal governmental agencies (if applicable) shall be afforded reasonable access to the Firm's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Firm shall preserve these for a minimum period of three (3) years after final payment, or for such longer period as may be required by law.

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, Grantor, representatives of the Comptroller General of the United States or other federal agency may reasonably require. The 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. The 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 Grantor. 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. The audit of any fixed or lump sums, multipliers, or billable rates that are contained in an approved GMP Proposal shall be to confirm their proper application and not to review their composition.

5.8 Project Funding. In accordance with applicable local, state and federal laws the City has awarded the Firm funding as detailed in EXHIBIT G. Funding does include multiple sources, and the corresponding grant agreement is attached herein as EXHIBIT G.

ARTICLE 6 PAYMENT

6.1 Payment of Fee. Subject to the withholding requirements of this Agreement and the rights of the City hereunder, the Design-Build Fee shall be paid by the City to the Firm in accordance with the following schedule:

6.1.1 The Design-Build Fee shall be paid monthly during the Construction Phase in equal payments prorated over the period of construction. No retainage shall be held on the Design-Build Fee.

6.1.2 The Firm and the City agree and acknowledge that **Six** percent (6.00 %) of the Design-Build Fee is paid by the City to the Firm as separate consideration for the indemnification of the City.

6.2 Payment of the Cost of Construction. Subject to the withholding requirements of this Agreement (excluding retainage) and the rights of the City hereunder, the City shall pay the Cost of Construction in the following manner and under the following conditions:

6.2.1 As a condition precedent to payment, the Firm shall furnish to the City such schedules of quantities and costs, progress schedules, reports, invoices, delivery tickets, estimates, records, or other data as the City may reasonably request concerning work performed or to be performed and the materials furnished under the Agreement.

6.2.2 The General Conditions Fee shall be paid in equal payments prorated over the period of construction and will be billed with each application for payment throughout the anticipated duration of the project. No retainage shall be held on the General Conditions Fee.

6.2.3 Subject to the City's retainage rights and other rights provided elsewhere, the Firm shall pay no later than the 10th business day following payment to the Firm, (a) for all transportation and utility services, (b) for all materials, tools, and equipment delivered at the site

of the Project, (c) to each of its subcontractors, the respective amounts allowed the Firm on account of the work performed by its subcontractors, to the extent of each subcontractor's interest therein; and (d) all other costs of construction as described in Article 4 hereof for which payment has been received by the Firm. The Firm shall provide the City on a timely basis, but in no case more than 30 days, with proof of such payments and releases upon request by the City. Such proof shall accompany requests for partial payment as described in paragraph 6.2.4.

6.2.4 On or about the first of each month, the Firm shall make and certify an invoice, on forms approved by the City, for the work done, and may apply for partial payment therefor. The Firm shall revise the invoices as the City may reasonably direct. When satisfactory progress has been made and it has been shown that the Cost of Construction of the work completed since the last payment exceeds one percent (1%) of the total GMP, the City shall issue a certificate in the amount of the Cost of Construction it reasonably determines is due under the Contract Documents. The City shall then issue a voucher to the Firm in accordance with the following schedule:

(a) In the amount of ninety-five percent (95%) of the Cost of Construction of the work completed as certified until construction is fifty (50%) complete.

(b) When the dollar value, as reasonably determined by the City, of satisfactorily completed work in place is greater than fifty percent (50%) of the GMP, vouchers for partial payment shall be issued by the City to the Firm in the amount of one hundred percent (100%) of the Cost of Construction of the work, above 50% completed as certified for that payment period.

(c) If the Firm has performed satisfactorily and the work is substantially complete (operational or beneficial occupancy), the withheld amount shall be reduced, to an amount equal to 200% of the cost of completing the work required by this Agreement which cost shall be reasonably estimated by the City.

(d) In addition to the Conditions set forth in Clauses (a)., (b)., and (c). above, payments shall always be less any sums that may be retained or deducted by the City under the terms of any of the Agreement.

(e) Payment on invoices submitted on or about the first of the month shall be paid on or about the 25th of the month.

(f) The delivered cost of equipment and non-perishable materials suitably stored at the site of the Project (as well as those stored off-site in a bonded warehouse or such other location as may be required, and/or approved, by the City and only if expressly approved in writing by the City's Representatives) and tested for adequacy (excluding material testing) may be included by the Firm in its application for partial payment; provided, however, that the Firm shall furnish evidence satisfactory to the City that the Firm is the unconditional owner and in possession of such materials or equipment. Subject to the provisions noted above with respect to retainage reduction, the amount to be paid will be 90 percent of the invoice cost to the Firm which cost shall be supported by receipted bills. Such payment shall not relieve the Firm from full responsibility for the completion of the work and for protection of such materials and equipment until incorporated in the Project in a permanent manner as required by the Agreement.

(g) Prior to payment to the Firm hereunder, the City may request and if requested, the Firm shall deliver to the City a written, verified statement on forms acceptable to the City showing in detail all amounts then due and unpaid by such Firm to all subcontractors, sub-consultants, laborers, workmen, and mechanics, employed by it under the Agreement for the performance of the Project, for daily or weekly wages, or to other persons for materials, equipment, or supplies delivered at the Project site during the period covered by the payment under consideration, including applicable lien releases.

6.2.5 The City may withhold from the Firm as much as any approved payments to it as may, in the reasonable opinion of the City, be necessary to secure: (a) claims of any persons supplying labor or materials to the Firm then due and unpaid; (b) loss due to defective work not remedied; or (c) liability, damage, or loss due to injury to persons or damages to the Project or property of other contractors, subcontractors, or others, caused by the act or neglect to act of the Firm or of any of its subcontractors. The City shall have the right, to apply any such amounts so withheld in such manner as the City may reasonably deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payments for the account of the Firm.

6.2.6 Upon determination of satisfactory completion of the work (or portion thereof) under this Agreement by the City, the Firm shall prepare the final invoice showing the total Cost of Construction of the completed work and submit it to the City for review. This invoice shall be prepared within 30 days after the date of substantial completion or as soon thereafter as the necessary measurements and computations can be made. All prior certificates and estimates, being approximate only, are subject to correction in the final invoice and payment.

6.2.7 When the final invoice (or a portion thereof) has been approved and certified by the City, it shall be promptly submitted to the Mayor and City Council. The final certificate shall state that the work has been completed and that the amount is based on the final invoice remaining due to the Firm. The City shall then accept the work as fully completed and shall, not later than 30 days after the final acceptance of the Project, pay the Firm the entire amount so found due thereunder after deduction of all previous payments and all percentages and amounts to be kept and retained under provisions of this Agreement; provided, however, the City and Firm hereby agree that as a condition precedent to receiving final payment from the City, the Firm shall submit to the City: (a) a sworn affidavit executed by the Firm which contains a complete list of all unpaid bills for labor, services, materials, and subcontractors and any existing or pending suits relating to the Project (if any); and (b) a consent of surety that issued the Public Construction Bond for the Project. If a claim should remain unsatisfied after all payments are made, the Firm shall refund to the City all monies which the City may be compelled to pay in discharging such claim(s) including incidental costs and fees, including without limitation, attorneys' fees and costs whether incurred at trial or on appeal. The City shall not make any payments in discharging such claims, and shall not seek a refund for any such monies that the City may be compelled to pay, without providing to the Firm a reasonable opportunity to discharge such claims itself.

6.2.8 The acceptance by the Firm, or by anyone claiming by or through it, of the final payment shall operate as and shall be a release to the City and every officer and agent thereof from any and all claims and liability to the Firm for anything done or furnished in connection with the work or Project, except those expressly identified in writing by the Firm at the time it submits its final payment application to the City. No payment, however, final or

otherwise, shall operate to release the Firm or its sureties from any obligations under this Agreement or a Performance Bond and a Payment Bond.

6.2.9 For clarification, the term, "final acceptance" shall mean acceptance of the work as evidenced by an official resolution of the City. Such acceptance shall be deemed to have taken place only if and when an approving resolution has been adopted by the City Council. The final acceptance shall be signed only after the City has assured itself by tests, inspection, or otherwise, that all of the provisions of the Agreement have been carried out to its satisfaction.

ARTICLE 7 BOND

7.1 Upon execution of this Agreement, the Firm shall deliver to the City a fully executed Public Construction Bond, on the form attached hereto as **Exhibit A**, in an amount equal to the GMP. The Public Construction Bond shall be issued by a surety acceptable to the City, whose acceptance shall not be unreasonably withheld. The surety for such bond shall be duly authorized to do business in the State of Florida, and the bond shall be issued or countersigned by a local resident producing agent for such surety who is a resident of the State of Florida, regularly commissioned and licensed in said state; and satisfactory evidence of the authority of the person or persons executing such bond to execute the bond shall be submitted with the bond. The Public Construction Bond shall serve as security for the faithful performance of this Agreement, including the maintenance and guarantee provisions, and for the payment of all persons performing labor and furnishing materials in connection with the Agreement. The premiums for Public Construction Bond shall be reimbursable as Costs of the Construction. The surety company shall have a rating of not less than B+ Class VI as evaluated in the most recently circulated Best's Key Rating Guide Property-Liability. Pursuant to Section 255.05, Florida Statutes, the Firm shall record both the Public Construction Bond in the Public Records of Hillsborough County, Florida, before commencing any work under this Agreement on the Project.

7.2 If, during the term of this Agreement, the City shall become dissatisfied with the surety for the Public Construction Bond due to such surety's failure to maintain the minimum ranking noted in Section 7.1 above, the Firm shall, within fifteen (15) days after written notice from the City, obtain and submit a replacement bond from another surety reasonably acceptable to the City and meeting the requirements as set forth herein. The form of such replacement bond shall be identical to the bond approved by the City as set forth in **Exhibit A** attached hereto and made a part hereof. Any such replacement bond shall be in an amount reasonably acceptable to the City, but in no event more than the bond it is replacing. All premiums associated with any such replacement bond shall be paid by the Firm and shall be recoverable as part of the Cost of Construction for which a change will be issued to adjust the GMP. The Firm shall not be entitled to any further progress payments under Article 6 until such replacement bond has been provided to the City. Any such replacement bond shall also be recorded in the Public Records of Hillsborough County, Florida.

7.3 In no event shall the Cost of Construction together with the Design-Build Fee exceed the GMP, except as adjusted by Change Orders.

ARTICLE 8

THE FIRM'S REPRESENTATIONS, COVENANTS AND WARRANTIES

8.1 The Firm warrants to the City that materials and equipment furnished under this Agreement will be of good quality and new, unless otherwise required or permitted by the Contract Documents, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform with the requirements of the Contract Documents.

8.2 Further, the Firm warrants the work against any defects in workmanship or materials for a period of one (1) year following the date of the Guaranteed Completion Date of the Project, or portion thereof, or for such longer periods of time as may be set forth with respect to certain warranties required by this Agreement. Under this warranty, the Firm hereby agrees to make good, without delay at its own expense, any failure of any part of the work due to faulty materials or manufacture, construction, or installation, or the failure of any equipment to perform in accordance with the requirements of the Contract Documents, and further shall make good any damage to any part of the Project caused by such failure. In addition, all warranties in excess of one year, either as required by the Contract Documents or as otherwise provided, will be transferred to the City by the Firm.

8.3 The Firm shall secure required certificates of inspection, testing or approval and deliver them to the City.

8.4 The Firm shall assign all written equipment and vendor warranties and equipment manuals and deliver them to the City at the time of the Guaranteed Completion date.

8.5 The Firm shall direct the checkout of utilities and operations of systems and equipment for readiness, and assists in their initial start-up and testing.

8.6 The Firm agrees that the Public Construction Bond required hereunder shall fully cover all warranties contained herein and that all warranties, express or implied, inure to the benefit of the City and are enforceable by the City.

8.7 ~~No Reliance. The Firm acknowledges, understands and agrees that the Project Construction Documents, and each component thereof, do not constitute technical specifications and do not in any way reflect all of the design, permitting, regulatory and construction requirements of the Project. The section is not applicable.~~

8.8 Assumption of Risks by Firm. The Firm has entered into this Agreement with the full understanding and knowledge that there is no guarantee that a Notice to Proceed will be issued by the City. The Firm agrees that the City shall not be liable for any damages associated with the City's withholding of the Notice to Proceed.

8.9 Except as otherwise provided in this Agreement, the Firm shall have a duty to anticipate and provide adequate contingencies for risks associated with the Work for the Project. The Firm shall take into consideration and factor into its Construction Schedule and GMP, all site conditions and difficulties involved in the completion of the Work, the variations in permitting time frames, and the time frames available to City for reviewing deliverables, schedules, and payment invoices.

ARTICLE 9 THE CITY'S REPRESENTATIVE

9.1 City's Representative. The "City's Representative" for purposes of this Agreement shall be the Director of the Contract Administration Department whose address is 306 E. Jackson Street, Tampa, Florida 33602. The Director of the Contract Administration Department may designate other persons to carry out his duties hereunder. Such designations shall be in writing in accordance with Article 25 of this Agreement.

9.1.1 The Director of the Contract Administration Department or his representative, in addition to those matters elsewhere herein expressly made subject to his determination, direction, or approval, shall have the power, subject to such express provisions and limitations herein contained as are not in conflict herewith, and subject to review by the Mayor and City Council:

- (a) To monitor the work provided for under this Agreement; and
- (b) To determine how the work of this Project shall be coordinated with the work of other contractors engaged simultaneously at this Project; and
- (c) To make minor changes in the work as he deems necessary, provided such changes do not result in an increase in the time or cost to the City or to the Firm.

The power of the City's Representative shall not be limited to the foregoing enumeration, for it is the intent of this Agreement that all of the work shall be subject to his determinations and approval, except where the determination or approval of someone other than the City's Representative is expressly called for herein and except as subject to review by the Mayor and City Council.

The City's Representative or his designee in addition to those matters previously stated shall also have the power:

(a) To review any and all questions in relation to the Contract Documents (including this Agreement) and its performance, except as herein otherwise specifically provided; and his determination upon such review shall be final and conclusive upon the Firm, subject to the Firm's right to appeal any such determination in accordance with the procedures set forth in Article 16.

(b) With the approval of the Mayor and City Council, to authorize modifications or changes in the Contract so as to require: (1) the performance of extra work, or (2) the omission of work whenever he deems it in the interest of the City to do so, or both.

(c) To suspend the whole or any part of the work provided for under this Agreement whenever, in his judgment, such suspension is required: (a) in the interest of the City generally; or (b) to coordinate the work of the various contractors engaged on this Project, without compensation to the Firm for such suspension other than extending the time for the completion of the Project, as much as it may have been, in the opinion of the City, delayed by such suspension unless otherwise provided for herein. In the event the suspension is more than fourteen (14) days, the Firm will be entitled to said extension of time along with demobilization and remobilization expenses, and amounts due for materials ordered, only.

(d) If, before the final acceptance of all the work contemplated herein, it shall be deemed necessary to take over, use, occupy, or operate any part of the completed or partly completed work, subject to receipt of approvals from all affected insurance companies for the City and the Firm, the Director of the Department shall have the right to do so; and the Firm shall not, in any way, interfere with or object to the use, occupation, or operation of such work by the City after receipt of notice in writing from the City that such work or part thereof will be used by the City on and after the date specified in such notice. Such taking over, use, occupancy or operation of any part of the completed or partially completed work shall not constitute final acceptance or approval of any such part of the work nor shall it constitute substantial completion of the work for purposes of this Agreement unless the requirements of Article 20 are otherwise satisfied. Nothing herein shall be deemed a waiver of the Firm's right to an extension of time or an increase in its compensation hereunder if such early occupancy or use by the City interferes with or delays the Firm's work hereunder.

9.2 The City shall not, nor shall any department, officer, agent, or employee thereof, be bound, precluded, or stopped by any determination, decision, acceptance, return, certificate, or payment made or given under or in connection with the Contract by any officer, agent or employee of the City at any time either before or after final completion and acceptance of the work any payment thereof: (a) from showing the true and correct classification, amount, quality, or character of the work done or that any determination, decision, acceptance, return certificate or payment is untrue, incorrect or improperly made in any particular, or that the Project or any part thereof does not in fact conform to the requirements of the Contract, and (b) from demanding and recovering from the Firm any overpayments made to it or such damages as the City may sustain by reason of the Firm's failure to comply with the requirements of the Contract, or both.

9.3 Neither the inspection, nor any order, measurements or certificate of the City or its employees, officers, or agents, nor any order of the City for payment of money, nor payments for or acceptance of the whole or any part of the Project, nor any extension of time, nor any changes in the Contract, or any possession of the Project by the City shall operate as a waiver of any provisions of the Contract; nor shall any power herein provided nor any waiver of any breach of the Contract be held as a waiver of any other subsequent breach.

Any remedy provided in this Agreement shall be taken and construed as cumulative, namely, in addition to each and every other suit, action, or legal proceeding. Either party shall be entitled as a right to an injunction against any breach of the provisions of the Agreement.

9.4 Payments. The City shall make payments to the Firm in accordance with Article 6 herein.

9.5 Evidence of Funding. Prior to commencement of work by the Firm, the City shall deliver to the Firm a certified copy of a resolution adopted by City Council: (a) authorizing this Agreement or such amendments to this Agreement as may be required prior to commencement of Construction Services, and (b) identifying the funds for payment of the Design-Build Fee and the Costs of Construction.

9.6 Material Testing. The Firm shall furnish material testing, inspections and reports as required by law or the Contract Documents, the cost of which is included in the GMP, except the City shall provide density, asphalt and concrete testing. Provided, however, if any re-testing

of a material is required due to such material failing the initial testing, such re-testing shall be at the Firm's expense, which expense may be included as part of the Cost of Construction.

9.7 Budgeted 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 appropriations. With respect to this Agreement, the City has budgeted and appropriated sufficient monies to fund the City's obligation under this Agreement, however, all funding under this Agreement for subsequent years is subject to the availability of funds, and payment of any and all funds pursuant to this Agreement shall be made solely for costs incurred for the Work.

9.8 Notification of Faults or Defect. If the City observes or otherwise becomes aware of a fault or defect in the work or nonconformity with the design or Contract Documents, the City shall give prompt written notice thereof to the Firm.

9.9 Timely Provision of Information and Decisions. The City shall furnish required information and services and shall promptly render decisions pertaining thereto to avoid delay in the orderly progress of the design and construction.

9.10 Communication with Contractors. The City shall communicate with the Firm's consultants and subcontractors only through the Firm.

9.11 Legal Description and Land Survey. Prior to commencement of the Construction Phase Services, the City shall provide the Firm with a survey of the Project site. The Firm shall be entitled to rely upon the accuracy and completeness of the survey.

9.12 Hazardous Material.

9.12.1 A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal and/or clean-up. The Firm shall not be obligated to commence or continue work until any known or suspected Hazardous Material discovered at the Project site has been removed, rendered or determined to be harmless by the City as certified by an independent testing laboratory and approved by the appropriate government agency.

9.12.2 If after the commencement of the work, a known or suspected Hazardous Material is discovered at the Project site, the Firm shall be entitled to immediately stop work in the affected area and shall report the condition to the City and, if required, the government agency with jurisdiction.

9.12.3 The Firm shall not be required to perform any work relating to or in the area of known or suspected Hazardous Material without written mutual agreement of the Firm and the City.

9.12.4 The City shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material requiring corrective measures and/or remedial action. Such measures shall be the sole responsibility of the City, and shall be performed in a manner minimizing any adverse effect

upon the work of the Firm. The Firm shall resume work in the area affected by any Hazardous Material only upon written agreement between the parties after the Hazardous Material has been removed or rendered harmless.

9.12.5 If the Firm incurs additional costs and/or is delayed due to the presence of Hazardous Material, the Firm and the City agree to adjust the Contract time and/or compensation by a change order or amendment to this Agreement.

ARTICLE 10 CONTRACT TIME

10.1 The period for performance shall be in accordance with Section 1.11.

10.2 The Firm must commence the Construction within thirty (30) days subsequent of the date of the Notice to Proceed by the City or receipt of Building Permit, whichever comes later, unless otherwise provided by the City. Time being of the essence of this Contract, the Firm shall thereafter prosecute the work diligently, using such means and methods as will secure its substantial completion not later than the Guaranteed Completion Date or on the dates to which Guaranteed Completion Date may be extended as provided herein.

10.3 Extension of Time. If such an application is made, the Firm shall be entitled to an extension of time for delay in completion of the services should the Firm be delayed in the commencement, prosecution of completion of any part of said services by any act or delay of the City, or by acts or omissions of other contractors on this Project, or by a riot, insurrection, war, pestilence, acts of public authorities, fire, lightning, hurricanes, earthquakes, tornadoes, floods, extremely abnormal and excessive inclement weather as indicated by the records of the local weather bureau for a five (5) year period preceding the date of the Agreement, or by strikes, or other causes, which causes of delay mentioned in this Agreement, in the reasonable opinion of the City, are beyond the expectation and control of the Firm.

The Firm shall, however, be entitled to an extension of time for such causes only for the number of days of delay which the City may reasonably determine to be due solely to the extent such causes and only to the extent that such occurrences actually delay the completion of the Project.

The determination made by the City on an application for the extension of time shall be subject to the Firm's right to dispute extensions of time granted by the City pursuant to Article 16 hereof.

Delays caused by failure of the Firm's material men, manufacturers, and dealers to furnish approved working drawing, materials, fixtures, equipment, appliances, or other fittings on time or failure of subcontractors to perform their services shall not constitute a basis of extension of time.

10.4 Liquidated Damages. It is mutually agreed between the parties that time is the essence of this Agreement and that there will be on the part of the City considerable monetary damage in the event the Firm should fail to achieve Substantial Completion of the work by the Guaranteed Completion Date, as said date may be adjusted pursuant to the terms hereof. In such event, the amount of liquidated damages per day shall be \$500/day. This amount shall, in no event, be considered as a penalty or otherwise than as the liquidated and adjusted damages to the

City because of the delay; and the Firm and its Surety agree that the stated sum per day for each such day of delay shall be deducted and retained out of the monies which may become due hereunder and, if not so deductible, the Firm and its Surety shall be liable therefor.

ARTICLE 11 CHANGES IN THE WORK

11.1 General. The City shall have the right at any time during the progress of the work to increase or decrease the scope of work. Upon being notified of a change, the Firm shall submit to the City within fifteen (15) calendar days an itemized estimate of any costs and/or time of performance increases or savings it foresees as the result of the requested change.

11.2 Change Orders/Written Directive Change. A "Change Order", or "Work Directive Change" to this Agreement, shall be issued and executed promptly after an agreement is reached between the Firm and the City concerning the requested change. The Firm shall promptly perform changes authorized by a duly executed Change Order or Work Directive Change. The Contract time and compensation shall be adjusted in the Change Order or Work Directive Change in the manner as the City and the Firm shall mutually agree. If the City and the Firm are unable to mutually agree on the adjustment to the Contract time and/or compensation, it shall be adjusted pursuant to the procedures contained in Sections 11.3, 11.4 and 11.5 below.

11.3 Additional Fee & General Condition Cost. The firm shall be allowed a mark-up on all changes in the scope of the work. This mark-up shall include a cost of 12% for additional General Condition cost, which shall include all related insurance and bond costs, and a Fee not to exceed the percentage rate of the Design-Build Fee indicated in Article 5.2 as divided by the GMP as indicated in Article 1.11.

11.4 Disagreement as to Change Orders or Work Change Directive. If the City and the Firm are unable to agree on a Change Order or Work Directive Change for the requested change, the Firm shall, nevertheless, promptly perform the change as directed by the City.

11.5 Computation of Changes to GMP. In the event the City and the Firm are unable to mutually agree on a change to the Contract time and/or compensation resulting from a change, the amount of the adjustment shall be as reasonably directed by the City. The City shall issue a Change Order or Work Directive Change based upon such determination and the Firm shall be entitled to payment in at least the amount so determined by the City. If the Firm disagrees with the City's adjustment determination, the Firm may make a claim for the difference pursuant to the procedures set forth in Article 16.

11.6 Verification of the Firm's Costs. The City shall have the right to conduct a review of the Firm's books and records to verify the accuracy of any claim submitted to the City by the Firm with respect to any Change Order or Work Directive Change.

11.7 Minor Changes in Work. The City's Representative shall have authority to order minor changes in the work not involving an adjustment to the Contract compensation and/or time and not inconsistent with the intent of the Contract Documents. Such changes may be effected by "Field Order" or by other written order. Such changes shall be binding upon the Firm.

11.8 Concealed Conditions. If concealed or unknown conditions (including, without limitation, Hazardous Materials), that affect the performance of the work and vary from those indicated in plans, drawings, surveys, reports or any other documents provided by the City, are encountered below ground or in an existing structure other than the work, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in work of the character provided for in this Project, notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed. The Contract time and/or compensation shall be equitably adjusted for such concealed or unknown conditions by Change Order or Work Directive Change. Notwithstanding the forgoing, the Firm assumes the risk for all costs associated with concealed conditions which are foreseeable through the exercise of due diligence. It shall be the obligation of the Firm to fully investigate the Project site and provide sufficient contingency amounts for Project site conditions which are foreseeable and which may differ from those suggested by inspections, reports or other information provided by the City.

11.9 Disputed Work. If the Firm is of the opinion that any services required, necessitated, or ordered violates the terms and provisions of the Agreement, it must promptly notify the City, in writing, of its contentions with respect thereto and request a final determination thereof. If the City determines that the service in question is a service covered in the Agreement and not an extra service or that the service complained of is proper and that no adjustment in the Contract time or compensation is required, it shall direct the Firm to proceed, and the Firm shall promptly comply. In order, however, to reserve its right to claim compensation or time for such service, the Firm must within fifteen (15) calendar days after receiving notice of the City's determination and direction, notify the City in writing that the service is being performed or that the determination and direction is being complied with under protest. Failure of the Firm to notify shall be deemed as a waiver of claim for extra compensation and time.

ARTICLE 12 INSPECTION/MONITORING/TESTING

12.1 The City's Access to Work. The City and its respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project (including, without limitation, the Florida Department of Environmental Protection, the U.S. Environmental Protection Agency and the U.S. Department of Labor) shall have reasonable access at all times to the work contemplated in the Contract Document, whether the work is being performed on or off Project site, for their observation, inspection and testing. The Firm shall provide reasonably safe conditions for such access. The Firm shall provide the City with timely notice of readiness of the work for all required inspections, tests or approvals.

12.2 Responsibility for Inspections, Tests or Approvals. If the Contract Documents, or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project require any portion of the work to be specifically inspected, tested or approved, such inspection, testing and approval shall constitute a condition precedent to the right of the Firm to receive the money therefore until the work has been inspected, tested or approved. The Firm shall cooperate with and assist the City in securing the required certificates of inspection, testing or approval. All inspections, tests or approvals coordinated by the Firm shall be performed in a manner and by organizations engaged by the Firm and reasonably acceptable to the City. The City is solely responsible for all threshold inspections.

12.3 Covered Work. If any work that is to be inspected, tested or approved is covered without concurrence from the City, such work must, if requested by the City, be uncovered for observation. Such uncovering shall be at the Firm's expense unless the Firm has given the City timely notice of the Firm's intention to cover same and the City has not acted with reasonable promptness to respond to such notice. If any work is covered contrary to written directions from the City, such work must, if required by the City, be uncovered for the City's observation and be replaced at the Firm's sole expense.

12.4 Inspecting Covered Work. If the City considers it necessary or advisable that any covered work performed by the Firm be observed by the City or inspected or tested by others, the Firm, at the written request of the City, shall uncover, expose or otherwise make available for observation, inspection or tests, as the City may reasonably require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, the Firm shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection, testing, correction of the defect and of satisfactory reconstruction thereof. If, however, such work is not found to be defective, the Contract time and compensation shall be adjusted by Change Order or Work Directive Change as appropriate due to such uncovering, exposure, observation, inspection, testing and reconstruction.

ARTICLE 13 DEFECTIVE WORK

Any Work performed by the Firm not conforming to the requirements of the Contract Documents shall be deemed defective work. If required by the City, the Firm shall as directed by the City, either correct all defective work whether or not fabricated, installed or completed, or, if the defective work has been rejected by the City, remove it from the site and replace it with non-defective work, without increase to the GMP.

ARTICLE 14 PROTECTION

14.1 During performance and until substantial completion, the Firm shall be under an absolute obligation to protect the finished and unfinished Project against any damage, loss, or injury. The Firm shall take proper precaution to protect the finished portion of the Project from loss or damage, pending substantial completion of all the work included in the entire Agreement. Such loss or damage shall be at the risk of and borne by the Firm, whether arising from acts or omissions of the Firm or others, excluding the acts or omissions of the City and anyone for whom the City is liable. In the event of any such loss or damage, the Firm shall forthwith repair, replace, and make good the Work without extension of time therefore, except as may be otherwise provided herein.

14.2 The provisions of this section shall not be deemed to create any new right of action in favor of third parties against the Firm or the City.

ARTICLE 15 EQUAL EMPLOYMENT

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

15.1 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.

15.2 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.

ARTICLE 16 CLAIMS AND DISPUTES

16.1 The City and the Firm shall attempt to mutually resolve any claims or disputes arising out of or related to this Agreement and the performance of the work hereunder. All claims or disputes arising out of or related to this Agreement or the performance of work hereunder must be made in writing by the complaining party within the time frame established in this Agreement for such claims or disputes, and delivered in accordance with the notice provisions of this Agreement. If no such time frame is established in this Agreement, notice from the complaining party shall be made in writing within thirty (30) calendar days of the first occurrence of the event giving rise to the claim or dispute. If either party fails to give written notice of a claim or dispute as required herein, such party shall be deemed to have waived the claim or dispute; provided, however, if the claim or dispute is of a continuing nature and written notice is given while the claim or disputed matter is still occurring but after the time period required in this Agreement, the party shall be deemed to have waived the claim or dispute only as to those matters which accrued prior to the date such written notice is actually given.

16.2 In the event that any dispute or claim arising out of or related to this Agreement or the performance of work hereunder cannot be amicably resolved by the parties, then such dispute(s) shall be subject to litigation in a court of competent jurisdiction; provided, however, the parties may, by mutual written agreement, first submit such dispute(s) to non-binding mediation or other mutually agreed upon dispute resolution procedures.

16.3 In connection with any litigation arising out of or related to this Agreement or any work performed hereunder, the venue for such litigation shall be Hillsborough County, Florida. Further, the prevailing party in any such litigation shall be entitled to recover from the non-prevailing party the prevailing party's reasonable attorney's fees and costs, including those incurred on appeal.

16.4 In the event of any conflicts between this Agreement and any Attachment incorporated herein by reference, the terms of this Agreement shall prevail.

ARTICLE 17 CANCELLATION OF AGREEMENT

Except as otherwise provided herein, this Agreement may be cancelled by either party for convenience in accordance with the provisions in 24 CFR § 85.44. Either party will be required to provide thirty (30) days advance written notice to the other at its address as herein specified. Either party will be required to provide thirty (30) days advance written notice to the other at its address as herein specified. In the event the Agreement is cancelled, 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. In the event either party cancels this Agreement pursuant to this Article 17, the Firm shall recover from the City payment for Work executed prior to such cancellation, costs incurred to terminate/cancel subcontracts, demobilization costs and costs incurred to render incomplete Work safe.

ARTICLE 18 DEFAULT AND TERMINATION

18.1 It is mutually agreed that the following shall constitute a default by the Firm under this Contract, subject to the notice and cure provisions herein:

(a) In accordance with 24 CFR 85.43, a default shall consist of any use of Grant Funds for a purpose other than as authorized by this Agreement, compliance with any provision in all Articles herein, any material breach of the Agreement, failure to comply with the audit requirements as provided herein, or failure to expend Grant Funds in a timely or proper manner.

(b) If the Firm fails to begin the Construction Phase Services within thirty (30) days of receipt of the Notice to Proceed; or

(c) If at any time during the progress of the work, the Firm is not prosecuting the work with reasonable speed, or is delaying the work unreasonably and unnecessarily; or

(d) If the force of workmen or quality or quantity of material furnished is not sufficient to insure completion of the Project within the Contract time and in accordance with the Contract Documents; or

(e) If the Firm shall wrongfully fail to make prompt payments for materials or labor to subcontractors for work performed; or

(f) If legal proceedings have been instituted against the Firm by others than the City in such manner as to interfere with the progress of the work provided for in the Contract Documents and which may subject the City to peril of litigation or outside claims; or

(g) If a receiver or trustee shall be appointed for the Firm or the Firm's property; or

(h) If the Contract or any right, monies, or claim there under shall be assigned by the Firm, otherwise than as herein specified; or

(i) If the Firm shall materially fail in any manner of substance to observe the provisions of this Agreement; or

(j) If any of the work, machinery, or equipment shall be defective, and shall not be replaced as herein provided; or

(k) If the Project shall be abandoned by the Firm prior to substantial completion; or

(l) If the Firm shall be adjudged a bankrupt or make an assignment for the benefit of creditors.

18.2 Termination by the City.

18.2.1 If the Firm commits a default as set forth in Section 18.1 or persistently fails or neglects to carry out the work in accordance with the Contract Documents, the City may terminate this Agreement, as provided for in subparagraph 18.2.2.

18.2.2 The City shall notify the Firm in writing of the Firm's default(s). If the City reasonably determines that the Firm has not remedied or cured the default(s) within seven (7) calendar days following receipt by the Firm of said written notice, or in the event the default is not monetary and cannot be remedied within said seven (7) day period that the Firm has not commenced the cure and is not diligently proceeding to complete the cure within seven (7) calendar days following receipt of written notice by the Firm, then the City may then give a second written notice and thereafter the City may, without prejudice to any other right or remedy it may be entitled to hereunder or by law, terminate the Firm's right to proceed under the Agreement, and take possession of the Work and any materials, tools, equipment, and appliances of the Firm, take assignments of any of the Firm's subcontracts and purchase orders, and complete the work or have the work completed by other third parties other than the City. In addition, the City shall retain all rights and remedies at law or in equity related to the default of the Firm.

18.3 Termination by the Firm

18.3.1 If the City fails to make payments when due in accordance with the terms of this Agreement, through no fault of the Firm or any of its subcontractors, consultants, sub-contractors, sub-consultants, agents or employees or any other person performing any of the Work under a contract with the Firm, or the City otherwise materially breaches this Agreement, the Firm shall give written notice to the City of the Firm's intention to terminate this Agreement. If the City fails to make such payment within seven (7) calendar days after its receipt of such notice, or the City otherwise fails to cure its breach within the said seven (7) calendar day period, or in the event the default is not monetary and cannot be remedied within said seven (7) day period that the City has not commenced the cure and is not diligently proceeding to complete the cure within seven (7) calendar days following receipt of written notice by the City, then the Firm may stop the work and may give a second written notice of its decision to terminate to the City and thereafter the Firm may, without prejudice to any other remedy, terminate this Agreement and recover from the City payment for work executed and for proven loss with respect to materials, equipment, tools, construction equipment and machinery, including reasonable overhead, loss profit and damages.

18.3.2 The Firm may terminate this Agreement if the work is stopped for: (a) a period of sixty (60) calendar days through no fault of the Firm or a subcontractor, consultant, sub-consultant, sub-subcontractor, or their agents or employees or any other persons performing portions of the work under a contract with the Firm, and if the stoppage of work is due to the issuance of an order of a court or other public authority having jurisdiction, an act of

government, such as a declaration of national emergency making material unavailable; (b) repeated suspensions, delays or interruptions by the City constituting in aggregate of more than 90 calendar days in any 365 calendar day period; or (c) the City has failed to furnish to the Firm evidence of funding as required by Section 9.5 hereof. If one of the preceding reasons exists, the Firm may, upon seven (7) calendar days written notice to the City, terminate this Agreement and recover from the City payment for work executed and for proven loss with respect to materials, equipment, tools, construction equipment and machinery, including reasonable overhead, loss profit and damages.

18.3.3 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.

ARTICLE 19 AUDIT REQUIREMENTS

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

19.2 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.

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

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

ARTICLE 20 COMPLETION AND INSPECTION

20.1 Substantial Completion. The work shall be substantially completed when the City's Representative determines that the work is substantially complete and can be utilized by the City for its intended use or the City takes occupancy of the Project, excluding that provided for in Section 9.1.1(d) of this Agreement, whichever occurs first. When Substantial Completion of the work has been achieved, the City's Representative and the Firm shall make an inspection of the work within seven (7) calendar days to determine the extent of completion. If the City's Representative considers the work substantially complete, the City's Representative will prepare and deliver to the Firm a "Punch List" of items to be completed or corrected by the Firm before final payment. The City shall have the right to exclude the Firm from the site after the date of Substantial Completion, but the City shall allow the Firm reasonable access to complete or correct items on the Punch List.

20.2 Final Progress Payment. At the date of Substantial Completion, the Firm may apply for and the City, if the Firm has satisfied the requirements of Section 20.1 and any other requirements of the Contract Documents relating to retainage, shall pay the Firm the amount retained, less 200% of the reasonable values on the Punch List. Final payment of such withheld sums shall be made upon correction or completion of such Work.

20.3 Final Inspection and Acceptance. Upon receipt by the City of written notice from the Firm that the work is ready for final inspection and acceptance and upon receipt of a Final Application for Payment, the City's Representative will promptly make such inspection and, if it finds the work acceptable and fully performed in compliance with the Contract Documents, the City will promptly issue a final Certificate for Payment, stating that, on the basis of its observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be owed the Firm is due and payable. Neither the final payment nor the retainage shall become due and payable until the Firm submits: (1) the Final Release and Affidavit in the form attached hereto as **Exhibit B**, and (2) Consent of Surety to final payment.

ARTICLE 21 OTHER WORK

21.1 General. The City may perform other work related to the Project at the site by the City's own forces, have other work performed by utility owners or let other direct contracts. If the Firm believes that such performance will involve additional expense to the Firm or require additional time, the Firm shall notify the City for an adjustment to the Contract time and/or compensation as appropriate.

21.2 Access to Site. The Firm shall afford each utility owner and other contractor who is a party to such a direct contract with the City (or the City, if the City is performing the additional work with the City's employees) safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall connect and coordinate its work with theirs. The Firm shall do all cutting, fitting and patching of the work that may be required to make its several parts come together properly and integrate with such other work. If this requirement creates additional work, the Firm shall seek an adjustment to the Contract time and/or compensation in accordance with Section 21.1 above. The Firm shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the City's Representative and others whose work will be affected.

ARTICLE 22 DOCUMENT OWNERSHIP

22.1 General. All drawings, specifications and other documents furnished by the Firm thereafter shall become the property of the City upon receipt of payment by the Firm from the City for same. Drawings, specifications and other documents furnished by the Firm shall not be used by the City for the construction of other projects, or for additions to this Project, except by written agreement with the Firm relating to use, liability and compensation; provided, however, nothing herein shall require the City to obtain the Firm's prior consent to copy portions of any of the Project documents for illustrative purposes on other projects.

22.2 Record Copy. The Firm will keep one record copy of all drawings, specifications, addenda, modifications and shop drawings at the site, or in its primary local office, in good order and annotated to show all changes made during the construction process. These shall be available to the City's Representative and shall be delivered to the City's Representative for the City upon completion of the work.

ARTICLE 23 SUCCESSORS AND ASSIGNS

23.1 General. This Agreement shall be binding on the successors, assigns, and legal representatives of the City and the Firm. Neither party shall assign any interest in this Agreement, in whole or in part, without the prior, express, written consent of the other party.

23.2 Survival. This Article shall survive completion or termination of this Agreement.

ARTICLE 24 INSURANCE

24.1 The Firm, at its own cost and expense, shall effect and maintain at all times during the life of this Agreement the insurance set out in **Exhibit F** with the following clarifications that shall take precedence over those identified within **Exhibit F**.

A. Builder's Risk Insurance, specialized policy designed to cover the property loss exposures that are associated with construction of buildings. The amount of coverage should not be less than the amount of the project. **(IF APPLICABLE)**

B. 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.

24.2 Before commencing the performance of the services, the Firm shall cause to be delivered to the City good and sufficient certificate of insurance executed by the insurers certifying that the coverage required by this Article area in force and stating that thirty (30) calendar days written notice will be given the City: Contract Administration Department 306 E. Jackson Street, 4th Floor North Tampa, FL 33602.

24.3 Prior to any changes or cancellation in such coverage; and, if and when requested by the City, the Firm shall exhibit the original policy to the City for examination.

24.4 If applicable, Firm shall furnish a Contractor Controlled Insurance Program ("CCIP") providing for General Liability, Worker's Compensation and Excess/Umbrella

coverage for the liability insurance required by Exhibit F. The CCIP shall only cover and apply to on-site exposures for participants enrolled in the CCIP. Firm shall be compensated for CCIP at the rate specified in Section 5.4.3 of the Agreement. The CCIP Manual setting forth the procedures, protocols and other details pertaining to the administration of the CCIP program is incorporated into the Agreement.

ARTICLE 25 NOTICES

Any notice or demand required or permitted to be given under this Agreement shall be in writing and may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices required hereunder shall be directed to the following addresses:

If to City: City of Tampa
Contract Administration Department
306 E. Jackson St.
Tampa, Florida 33602

Attn: Michael W. Chucran, Director

With a copy to: City of Tampa
Office of the City Attorney
315 E. Kennedy Boulevard
Tampa, Florida 33602

Attn: City Attorney

If to the Firm: **Skanska USA Building Inc.**
4030 Boy Scout Blvd., Suite 200
Tampa, FL 33607

Attn: **Mark McLaughlin, Project Executive**

or to such other address as either party may designate by proper notice given in accordance with this Article.

ARTICLE 26 GOVERNING LAW

This Agreement shall be governed and interpreted in accordance with the laws of the State of Florida. Any litigation arising out of or relating to this Agreement brought by any party hereto, shall be prosecuted solely and exclusively in the appropriate Florida state court in Hillsborough County, Florida.

ARTICLE 27 ENTIRE AGREEMENT

This Agreement constitutes the sole understanding of the City and the Firm and supersedes all prior agreements and negotiations between the parties. No modification, alteration or waiver of the terms of this Agreement shall be binding unless the same shall be in writing.

dated subsequent to the date of this Agreement and duly executed by the party or parties intended to be bound by it.

ARTICLE 28 SEVERABILITY

Should any provision of this Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

ARTICLE 29 NONDISCRIMINATION/EEO/AFFIRMATIVE ACTION

29.1 During the term of this Agreement, the Firm, for itself, its assignees and successors in interest, certifies as follows:

29.1.1 There shall be no discrimination against any person who is employed in the work, or against any applicant for such employment, because of race, sex, religion, age, handicap, color or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. In the case of any subcontracting of the work, the Firm shall insert the preceding two sentences in its agreements with subcontractors.

29.1.2 In all solicitations, either by competitive bidding or negotiation made by the Firm for subcontractors, procurement of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the Firm of the Firm's obligations herein and under the ordinances and regulations relative to nondiscrimination on the grounds of race, color, age, religion, sex, handicap or national origin.

29.2 The Firm shall comply with the City's Equal Business Opportunity Program as set forth in **Exhibit C**.

ARTICLE 30 EQUAL BUSINESS OPPORTUNITY PROGRAM

30.1 See **Exhibit C** for Tampa's Equal Business Opportunity Program Procedures.

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

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

30.4 The FIRM shall report to the CITY its subcontractors/subconsultants/suppliers solicited or utilized as required by **Exhibit C**.

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

ARTICLE 31 ETHICS

31.1 In connection with this Agreement, the Firm hereby covenants and agrees that it shall comply with all applicable governmental laws, Florida 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 contracting party to debarment from any future City contracts or agreement.

31.2 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 disqualified from participating in the proposed project.

31.3 SCRUTINIZED COMPANIES CERTIFICATION.

Section 287.135, Florida Statutes, prohibits agencies or local governmental entities from contracting for goods or services of any amount with companies that are on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel, and of \$1 million or more with companies that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. Specifically, Section 287.135(2), Florida Statutes, states: "A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of: (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company: 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or 2. Is engaged in business operations in Cuba or Syria."

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

ARTICLE 32 NO WAIVER OF RIGHTS

32.1 Neither the inspection, nor any order, measurements or certificate of the City or its employees, officers, or agents, nor by any order of the City for payment of money, nor any money, nor payments for or acceptance of the whole or any part of the work by the City, nor any extension of time, nor any changes in the Agreement, Specifications or Plans, nor any possession by the City or its employees shall operate as a waiver of any provisions of this Agreement, nor any power herein provided nor shall any waiver of any breach of this Agreement be held as a waiver of any other subsequent breach.

32.2 Any remedy provided in this Agreement shall be taken and construed as cumulative, namely, in addition to each and every other suit, action, or legal proceeding. The City shall be entitled as of right to an injunction against any breach of the provisions of this Agreement.

ARTICLE 33 NO ESTOPPEL

The City shall not, nor shall any department, officer, agent, or employee thereof, be bound, precluded, or estopped by any determination, decision, acceptance, return, certificate, or payment made or given under or in connection with this Agreement by any officer, agent or employee of the City at any time either before or after final completion and acceptance of the work and payment therefore: (a) from showing the true and correct classification, amount, quality, or character of the work done, or that any determination, decision, acceptance, return certificate or payment is untrue, incorrect or improperly made in any particular, or that the work or any part thereof does not in fact conform to the requirements of the Contract Documents, and (b) from demanding and recovering from the Agreement any overpayments made to him or such damages as it may sustain by reason his failure to comply with the requirements of the Contract of Documents, or both.

ARTICLE 34 EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement:

Exhibit A – Public Construction Bond

Exhibit B – Final Release and Affidavit

Exhibit C – City’s Equal Business Opportunity Program

Exhibit D – Project Construction Documents as prepared by **Skanska USA Building Inc.** (A Record Set is on file with the Contract Administration Department.)

Exhibit E – **Skanska USA Building Inc.**’s GMP PROPOSAL dated August 9, 2021 consisting of the Firm’s Cover Letter, GMP Estimate Summary, List of Allowances, List of Documents, Qualifications, Assumptions, and Clarifications, Construction Schedule.

Exhibit F – Insurance

Exhibit G – Notification of Funding Sources

ARTICLE 35 MISCELLANEOUS

35.1 Article Headings. Article headings in this Agreement are for convenience of reference only, and shall not be considered to be part of this Agreement or used in its interpretation.

35.2 No Joint Venture. Nothing in this Agreement shall be deemed to create or constitute a joint venture or partnership between the Firm and the City with respect to the Project or this Agreement.

35.3 Time of Essence. Time is of the essence for both parties hereto with respect to their performance hereunder.

35.4 Standard or Codes. The Firm shall comply with all applicable local, State and Federal laws, rules, ordinances and regulations relative to the work, and shall obtain all permits, licenses or other authorization necessary for the prosecution of the work provided for herein.

35.5 Construction. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural, the term "including" is not limiting and the terms "hereof", "herein", "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

35.6 Records. The Firm shall keep and preserve all books, documents, papers, accounting records and other evidence pertaining to the Cost of Construction and shall make such materials available at its Tampa office at reasonable times during the term of the Agreement and for three (3) years from the date of final payment hereunder or such longer period of time as may be required by applicable law, for inspection by the City and any authorized representative of the United States Federal Government; and copies thereof shall be furnished by the Firm if requested, at the City's expense.

35.7 Public Records: Data Collection and Access

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.

35.8 Indemnity. In case any action at law or suit in equity may or shall be brought against the City or any of its officers, agents, or employees for or on account of the failure, omission, or neglect of the Firm or its subcontractors, employees, or agents, to do or perform any of the covenants, acts, matters, or things undertaken to be done or performed by the Firm or its subcontractors, employees, or agents, or from any injuries done to property or persons and caused by the negligence of the Firm or its subcontractors, employees, or agents, or in any other manner arising out of the negligent performance of the work required under the Contract Documents or this Agreement by the Firm then, to the extent such suit or action is due to the fault or neglect of the Firm or its subcontractors, employees or agents, the Firm shall defend such action or suit as if said actions or suits have been brought directly against the Firm; and the Firm shall also indemnify and save harmless the City, its officers, agents, and employees from any and

all loss, cost or damage whatever arising out of such actions or suits, in like manner and to all intents and purposes as if said actions or suits have been brought directly against the Firm, to the extent such suit or action is due to the fault or neglect of the Firm or its subcontractors, employees or agents.

The Firm shall and does hereby assume all liability for and agrees to indemnify the City or its representatives against any or all loss, costs, damages, and liability for any or by reason of any lien, claims or demands, either for materials purchased or for work performed by laborers, mechanics, and others and from any damages, costs, actions, or causes of action and judgments arising from injuries sustained by mechanics, laborers, and other person by reason of accidents or otherwise, to the extent caused by the negligence of said Firm, or its subcontractors, agents, employees, or workmen.

35.9 Conflicts. In the event of any conflict between the terms of this Agreement, the Contract Documents, the Project Construction Documents or any Exhibit hereto the order of priority shall be as follows: (1) this Agreement, (2) Exhibit E – GMP Proposal, (3) Exhibit D - Project Construction Documents, (4) the other Exhibits to this Agreement, (5) Change Orders.

35.10 Patent Fees and Royalties. The Firm shall pay all license fees and royalties and assume all costs associated with any invention, design, process, or device which is subject of patent rights or copyrights held by others and is necessary for completion of the Work required by this Agreement, Contract Documents or Project Construction Documents.

35.11 E-VERIFY. Pursuant to §448.095, Fla. Stat., 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.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name by its Mayor, and attested and its official seal to be hereunto affixed by its City Clerk, and Firm has caused this Agreement to be executed by an authorized individual and (as applicable) the corporate seal by proper authority affixed, in multiple counterparts as of the Effective Date.

FIRM: SKANSKA USA BUILDING INC.

By: _____
Print Name: _____

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

License no: _____
Use entity Ch 471 481 489, etc. License no, individual's only if applicable.

[SEAL]

ATTEST:

CITY:
City of Tampa, Florida

By: _____
City Clerk/Deputy City Clerk
[SEAL]

By: _____
Jane Castor, Mayor

APPROVED AS TO FORM:

Marcella T. Hamilton, Assistant City Attorney

EXHIBIT A
PUBLIC CONSTRUCTION BOND

PUBLIC CONSTRUCTION BOND

Bond No. (enter bond number) _____

Name of Contractor: _____

Principal Business Address of Contractor: _____

Telephone Number of Contractor: _____

Name of Surety (if more than one list each): _____

Principal Business Address of Surety: _____

Telephone Number of Surety: _____

Owner is The City of Tampa, Florida

Principal Business Address of Owner: _____ 306 E Jackson St, Tampa, FL 33602

_____ Contract Administration Department (280A4N)

Telephone Number of Owner: _____ 813/274-8456

Contract Number Assigned by City to contract which is the subject of this bond: _____

Legal Description or Address of Property Improved or Contract Number is: _____

General Description of Work and Services: _____

KNOW ALL MEN BY THESE PRESENTS That we, _____

(Name of Contractor)

as Principal, hereinafter called CONTRACTOR, of the State of _____, and

(Name of Surety)
a corporation organized and existing under and by virtue of the laws of the State of _____, and regularly authorized to do business in the State of Florida, as SURETY, are held and firmly bound unto the City of Tampa, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter called Owner, in the penal sum of _____ Dollars and _____ Cents (\$ _____), lawful money of the United States of America, for the payment whereof well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, _____, 20____, between Principal and Owner for construction of _____, the contract being made a part of this bond by reference, in the time and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1) (Section 713.01), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Contractor and Surety acknowledge that the Work for which this bond has been issued may be one of several such contract documents for a group of projects. This bond does not secure covenants to pay for or to perform design services survey or program management services. The Owner/Obligee is expected to reasonably account for damages that are caused to Owner with respect to Principal's (Contractor's) default in performance of the scope of the Work incorporated by reference into the bond, and notwithstanding any contractual or common law remedy permitted to Owner as against Contractor, the obligation of Surety for any damages under this bond shall be determined by the cost of completion of the Work less the contract balance unpaid upon default of Contractor for the Work plus liquidated damages at the rate of \$500.00 per day for delays by the Contractor and/or Surety in reaching substantial completion.
6. The notice requirements for claimants and conditions for entitlement to payment set forth in Section 255.05, Fla. Stat. and the limitations period to actions upon Section 255.05, Fla. Stat. bonds apply to claimants seeking payment from surety under this bond. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05, Florida Statutes.
7. The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the contract documents or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to Work or to the specifications.

8. The above SURETY states that it has read all of the Contract Documents made by the CONTRACTOR with the CITY, hereto attached, and the terms and conditions of the contract and work, and is familiar therewith and in particular those portions of the Agreement concerning the guaranty of such CONTRACTOR for a period of one year following the date of the final acceptance of the completed work under the Contract by the CITY, all of which this BOND includes.

DATED ON _____, 20__

(Name of Principal)

(Name of Surety)

(Principal Business Address)

(Surety Address)

By _____

By _____
(As Attorney in Fact)*

Title _____

Telephone Number of Surety

Telephone Number of Principal

Approved as to legal sufficiency:

Countersignature:

By _____
Assistant City Attorney

(Name of Local Agency)

(Address of Resident Agent)

By _____

Title _____

Telephone Number of Local Agency

*(As Attorney in Fact) attach Power of Attorney and Current Certificate with Original Signature

EXHIBIT B
FORM OF FINAL RELEASE AND AFFIDAVIT
CONSENT OF SURETY

City of Tampa
FIRM'S AFFIDAVIT & SURETY CONSENT (Page 1 of 2)

[Contract _____ ; _____]

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned Notary Public, personally appeared _____ ("Affiant") who being first duly sworn, deposes and says of his/her personal knowledge the following with regard to Contract _____ ; _____.

1. Affiant is the _____ of _____ ("Firm"), which does business in the State of Florida. Affiant has full authority to bind Firm and execute this Affidavit on Firm's behalf. Firm executes this affidavit in accordance with section 713.06 of the Florida Statutes.
2. Firm, pursuant to the above referenced contract, as amended, ("Contract") with the City of Tampa, Florida, ("City") has furnished or caused to be furnished labor, materials, and services for construction of certain improvements to real property as more particularly set forth therein.
3. Firm has complied with every particular term of the Contract and all parts of the work have been inspected, tested, approved, and fully completed as required under the Contract.
4. All bills and amounts payable for labor, services, materials, equipment, supplies, subcontracts, subcontract retainage, or otherwise in connection with the Contract and work performed by or through Firm thereunder have been paid except for the following (if none, write "NONE"):

LIST OF EXCEPTIONS

AMOUNT OWED/DUE

A. <u>NONE</u>	\$ <u>NONE</u>
B. <u>NONE</u>	\$ <u>NONE</u>

5. There are no claims or suits pending against Firm or anyone in connection with work done, materials furnished or otherwise under the Contract except for the following (if none, write "NONE"):
NONE
6. The City, its elected officials, officers, volunteers, and/or employees, are released from any claim that might arise out of or relate to the Contract.

AFFIANT:

By: _____ *

Print name: _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____, who is personally known to me or produced a _____ state driver license as identification, and who swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

[AFFIX NOTARY SEAL]

_____*
Print Name: _____
Notary Public – State of _____
My Commission Expires: _____
Serial Number, if any: _____

* Must be executed with wet ink signature

City of Tampa
FIRM'S AFFIDAVIT & SURETY CONSENT (Page 2 of 2)

[Contract _____; _____]

We, _____, who as surety ("Surety") executed Bond No(s): _____ (hereinafter individually or collectively as context may require the "Bond"), which are all bonds issued by or through Surety regarding Contract _____; _____ (the "Contract"). After having carefully

examined the foregoing affidavit executed on behalf of _____ ("Firm") regarding amounts owing and/or suits pending together with such of Firm's books and records as Surety deems necessary to satisfy it that all claims for labor and materials have been satisfactorily settled, hereby agree, through our below authorized signatory, that the City of Tampa ("City") may make full payment, including any retained percentage(s), to Firm (and/or its assigns) of the stipulated balance due on the Contract. Specifically, Surety concurs that full payment to Firm (and/or its assigns) is appropriate and expressly releases the City, its elected officials, officers, volunteers, and/or employees, and agrees to hold same harmless from any liability, claims, disputes, or litigation which may ensue because of such payment being made.

Neither Surety's agreement to the making of such payment, nor such payment being made shall (i) relieve Surety of its obligations under the Bond; (ii) be construed as a waiver of any of the City's rights under the Bond; or (iii) be interpreted as a determination by the City as to the merits of any controversy or dispute between Firm and a subcontractor/supplier of Firm. Further, the obligation of the Bond shall be extended as necessary (including by way of example but not limitation, for the payment of any and all legitimate claims, including guarantees of work, in connection with the Contract that may be made against Firm or against the City) until such time as all such claims have been paid, settled, or compromised.

SURETY:

[SEAL] By: _____ *

Attorney-In-Fact (*attach Power of Attorney*)

Type/Print name: _____

Countersigned by Florida Licensed Insurance Agent:

_____ *

Type/Print name: _____

Business Address: _____

Telephone: _____

STATE OF _____

COUNTY OF _____

Before me, the undersigned Notary Public, personally appeared _____ who is personally known to me or produced _____ as identification, and after taking an oath executed the foregoing instrument in the name of Surety for the purposes therein expressed and stated that he/she has the legal authority to execute same on Surety's behalf.

Sworn to and subscribed before me this ____ day of _____, 20__.

[AFFIX NOTARY SEAL]

_____ *

Print Name: _____

Notary Public – State of _____

My Commission Expires: _____

Serial Number, if any: _____

EXHIBIT C
CITY'S EQUAL BUSINESS OPPORTUNITY PROGRAM

Exhibit C

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. GFCEP)
(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 GFCEP 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 Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive

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

Contract No.: _____ Contract Name: _____
Company Name: _____ Address: _____
Federal ID: _____ Phone: _____ Fax: _____ Email: _____

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

No Firms were contacted or solicited for this contract.

No Firms were contacted because: _____

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

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

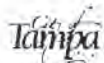
NIGP Code Categories: Buildngs = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
Federal ID					

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: _____ Date: _____

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



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

Partial Final

Contract No.: _____ WO#,(if any): _____ Contract Name: _____

Contractor Name: _____ Address: _____

Federal ID: _____ Phone: _____ Fax: _____ Email: _____

GC Pay Period: _____ Payment Request/Invoice Number: _____ City Department: _____

Total Amount Requested for pay period: \$ _____ Total Contract Amount(including change orders):\$ _____

-Type of Ownership - (F=Female M=Male), BF BM = African Am., HF HM = Hispanic Am., AF AM = Asian Am., NF NM = Native Am., CF CM = Caucasian S = SLBE

Type	Company Name Address Phone & Fax	Total Sub Contract Or PO Amount	Amount Paid To Date	Amount To Be Paid For This Period
Trade/Work Activity <input type="checkbox"/> Sub <input type="checkbox"/> Supplier			Amount Pending Previously Reported	Sub Pay Period Ending Date
Federal ID				
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

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

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

Signed: _____ Name/Title: _____ Date: _____



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

Page 3 of 4 – DMI Solicited/Utilized Schedules
City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers)
(FORM MBD-20)

Contract No.: _____ Contract Name: _____
 Company Name: _____ Address: _____
 Federal ID: _____ Phone: _____ Fax: _____ Email: _____

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

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

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

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

No Firms are listed to be utilized because: _____

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

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

S = SLBE W=WMBE O =Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
Federal ID					

Total ALL Subcontract / Supplier Utilization \$ _____
Total SLBE Utilization \$ _____
Total WMBE Utilization \$ _____
Percent SLBE Utilization of Total Bid/Proposal Amt. _____% **Percent WMBE Utilization of Total Bid/Proposal Amt.** _____%

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: _____ Date: _____

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

Forms must be included with Bid / Proposal

EXHIBIT D

PROJECT CONSTRUCTION DOCUMENTS

SKANSKA USA BUILDING INC.

incorporated herein by reference and are a part of this Agreement

(A Record set on file with the Contract Administration Department).

EXHIBIT E

SKANSKA USA BUILDING INC's GMP PROPOSAL, dated August 9, 2021.

SKANSKA



City of Tampa

Tampa Convention Center Improvements GMP2

Guaranteed Maximum Price Proposal

Final Submission | August 9, 2021

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City of Tampa – Tampa Convention Center Improvements
GMP 2 – GMP Deliverable
August 9, 2021

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- Executive Summary / Project Overview
- GMP Estimate Summary
- Package Estimate Summary

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- General Qualifications, Clarifications and Assumptions
- Exclusions
- Package Specific Qualifications, Clarifications and Assumptions
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- Allowances

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- Document List
- Owner-Contractor Responsibility Matrix
- Project Schedule
- TCC Events Schedule
- Logistics Plan
- CCIP Manual
- Design-Builder General Conditions Costs
- Value Management Log- 100% CD Estimate

1 – Estimate Summary

City of Tampa – Tampa Convention Center Improvements
GMP 2 – GMP Deliverable
August 9, 2021

Executive Summary / Project Overview¹

This Guaranteed Maximum Price proposal (“GMP Proposal”) is based on the scope of Work contained in the design and other documents prepared by the Owner, Architect and their respective engineering and other consultants (collectively the “Design Team”), which are itemized in the Document List appended to this GMP Proposal, as such scope of Work has through collaboration with the Design Team been further defined/modified by Skanska USA Building Inc. (“Skanska”)² through the various qualifications, clarifications and assumptions, and the other documents identified in the “Basis of GMP” section of this GMP Proposal.

Based on the scope of Work, schedule, logistics plan, execution plan, approved Preconstruction Cost Events and other content identified or included in the “Basis of GMP” section, Skanska hereby proposes a Guaranteed Maximum Price (“GMP”) of Thirty Seven Million Eight Hundred Seventy Six Thousand Five Hundred Sixty Six dollars and 00/100 (37,876,566) to complete such scope of Work for this Project.

The Project Schedule upon which the GMP is based is appended to this GMP Proposal. The Project Schedule identifies the schedule milestones and associated completion dates set forth in Table 1-1 for the Project.

Table 1-1		
1	Issuance of Notice to Proceed	September 24, 2021
2	Substantial Completion	May 19 2023
3	Final Completion	July 19, 2023

This GMP Proposal is valid until October 1, 2021.

¹ Initially capitalized terms used but not defined in this GMP Proposal shall have the meanings ascribed to such terms in the other Contract Documents.

² For purposes of this GMP Proposal, the term “Skanska” is synonymous with the applicable term in the Contract used to define the counterparty to the Owner (e.g. “Contractor”, “Construction Manager”, “Design-Builder”, etc.) in the Contract.

1 – Estimate Summary

City of Tampa – Tampa Convention Center Improvements
GMP 2 – GMP Deliverable
August 9, 2021

GMP Estimate Summary

Refer to attachment.

EXECUTIVE SUMMARY

Tampa Convention Center Renovations GMP Phase 2

August 4, 2021

Direct Cost of Work:				
Cost of Work			\$	23,527,346
Total Direct Cost of Work:				
			\$	23,527,346
Contingency:				
Design Builder Contingency	6.00%	on Cost of Work	\$	1,411,641
General Conditions		Lump Sum	\$	2,690,318
Insurances & Bonds:				
Subcontractor Default Insurance (SDI)	1.42%	On Cost of Work+Contingency	\$	354,134
Building Permit			BY OWNER	
Misc Permits/Fees (LDP, Tap Fees, Etc.)			BY OWNER	
CCIP	3.00%	On GMP	\$	959,330
Builder's Risk	1.15%		ALLOWANCE \$	368,000
Skanska P&P Bond	0.50%		ALLOWANCE \$	160,000
Construction Admin/Enclosure			\$	588,250
Preconstruction		Included in Phase 1		
Design Builder's Fee	6.00%	On GMP	\$	1,918,661
Guaranteed Maximum Price (Phase 2)				
			\$	31,977,679
HVAC Upgrades				
			\$	5,898,887
Total GMP (Phase 2) w/HVAC Upgrades				
			\$	37,876,566
Variance from Overall Project Budget (\$44.5M)				
		(Over) / Under	\$	6,623,434

TCC Chiller Plant HVAC Upgrades

August 4, 2021

#	Description	Trane/Skanska/B&I/ Seimens Controls	Comments/Notes
3.	Upgrade Siemens System Controls	w/ Siemens \$65,000	Siemens to tie-in to existing Siemens' components. (Assumed simple connections and functioning equipment.)
4.	Upgrade Pneumatic Actuators (must be done with item 3)	w/ Siemens \$124,000	Siemens to tie-in to existing Siemens' components. (Assumed simple connections and functioning equipment.)
5.	Replace Water Pumps & Add VFD's (24 480/3/60)		Non-Trane, industry standard components to match existing, with 1 year warranty.
	Pumps	Not Included	
	VFD's	Not Included	
	Piping, valves & misc	Not Included	
	T&B	Not Included	
	Insulation	Not Included	
	Concrete pads	Not Included	
	Electrical	Not Included	
	Controls	\$400,000	Allowance for controls upgrade
7.	Recondition Exhibit Hall AHU's 1 -10		
	Equipment	\$2,650,000	Replacement parts are non-Trane, industry standard components, with 1 year warranty.
	Fan Walls/Drives	Inc	
	Coils	Inc	
	Valves & Dampers	Inc	
	Electrical	\$29,000	
	Controls	\$250,000	
	Insulation	Inc	
7A.	Recondition Exhibit Hall AHU's 11, 12, 14, 19, 21 & 22		
	Equipment	\$1,253,000	Replacement parts are non-Trane, industry standard components, with 1 year warranty.
	Fan Walls/Drives	Inc	
	Coils	Inc	
	Valves & Dampers	Inc	
	Electrical	\$17,400	
	Controls	\$150,000	
	Insulation	Inc	
TOTAL COST OF CONSTRUCTION		\$4,938,400	
	Design Builder Contingency	3.00%	\$148,152
	Subcontractor Default Insurance (SDI)	1.42%	\$72,229
	Building Permit	0.00%	
	Misc Permits/Fees (IDP, Tap Fees, Etc.)	0.00%	
	CCIP	3.00%	\$176,967
	Builder's Risk	1.15%	\$68,000
	Skanska P&P Bond	0.50%	\$29,000
	General Conditions	LS	\$132,240
	Design Fees	LS	
	Design Builder's Fee	6.00%	\$333,899
TOTAL CONSTRUCTION COST:		\$5,898,887	Allowance Allowance Each unit = two weeks x 16 units - MEP Supervisor/Engineer 8 Months

1 – Estimate Summary

City of Tampa – Tampa Convention Center Improvements
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Package Estimate Summary

Refer to attachment.

City of Tampa

Tampa Convention Center

Tampa, FL

SKANSKA

Total Project - Package Summary

Tampa Convention Center Renovations GMP Phase 2

PKG #	Package Description	Low Bidder	Cost / GSF
			35,000
02a	Building Demolition	\$ 2,180,389	\$ 62.30
03a	CIP Concrete - Foundations	\$ 460,000	\$ 13.14
05a	Structural Steel & Misc Steel	\$ 4,374,073	\$ 124.97
05b	Ornamental Metals	\$ 170,732	\$ 4.88
06b	Millwork / Finish Carpentry	\$ 400,000	\$ 11.43
07a	Waterproofing & Caulking	\$ 69,632	\$ 1.99
07b	Roofing	\$ 278,000	\$ 7.94
07d	Fireproofing	\$ 125,032	\$ 3.57
08a	Doors/Frames/Hardware - Material & Installation	\$ 406,647	\$ 11.62
08b	Fire Doors	\$ 30,332	\$ 0.87
08c	Glass & Glazing/ Metal Panels	\$ 3,632,792	\$ 103.79
09a	Drywall & Framing	\$ 1,896,150	\$ 54.18
09b	Acoustical Ceilings	\$ 400,951	\$ 11.46
09c	Tile	\$ 199,733	\$ 5.71
09e	Resilient Flooring / Carpet	\$ 283,245	\$ 8.09
09i	Painting & Wallcoverings	\$ 143,397	\$ 4.10
10a	Toilet Compartments & Accessories	\$ 67,091	\$ 1.92
10b	Signage	\$ 139,008	\$ 3.97
10d	Misc. Specialties	\$ 10,441	\$ 0.30
10e	Operable Partitions	\$ 598,000	\$ 17.09
12a	Window Treatments	\$ 227,800	\$ 6.51
14a	Elevators	\$ 117,190	\$ 3.35
21a	Fire Sprinkler	\$ 215,242	\$ 6.15
22a	Plumbing	\$ 655,802	\$ 18.74
23a	HVAC	\$ 1,690,530	\$ 48.30
26a	Electrical	\$ 3,898,737	\$ 111.39
32a	Site Improvements	\$ 100,000	\$ 2.86
01a	General Requirements	\$ 591,400	\$ 16.90
01b	Testing and Misc. Services	\$ 165,000	\$ 4.71
TOTAL COST OF WORK		\$ 23,527,346	\$ 672.75

2 - Basis of GMP

City of Tampa – Tampa Convention Center Improvements
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Basis of GMP Documents

This GMP Proposal is based on the qualifications, clarifications, assumptions, allowances and all other content of this Section 2 and the documents listed in Table 2-1 and attached hereto, all of which are deemed an integral part of this GMP Proposal.

Table 2-1		
	Document Title	Effective Date
1	Document List	August 9, 2021
2	Owner-Contractor Responsibility Matrix	August 9, 2021
3	Project Schedule	July 28, 2021
4	Site Logistics Plan	August 9, 2021
5	TCC Events Calendar	August 9, 2021
6	Allowances	August 9, 2021
7	Value Management Log- 100% CD Estimate	July 27, 2021
8	Design-Builder General Conditions Costs	August 9, 2021

General Qualifications, Clarifications and Assumptions

1. GMP 1 "Phase 1 Early Outputs" totaling Six Million One Hundred Forty Eight Thousand Seven Hundred Eighty Two dollars (\$6,148,782) has previously been approved by the Owner. This GMP 2 value of Thirty Seven Million Eight Hundred Seventy Six Thousand Five Hundred Sixty Six dollars (\$37,876,566), which is added to GMP 1 and brings the total value of GMP 1 and GMP 2 to Forty Four Million Twenty Five Thousand Three Hundred Forty Eight dollars (\$44,025,348) and represents the entire scope of the Project at this time. The costs and time in GMP 1 and GMP 2 are combined, so there is a single GMP with one Substantial Completion date and one Final Completion Date for the Project.
2. For those items that are **excluded**, no cost or time has been included in this GMP Proposal to account for such items. For those items that are **clarified**, **qualified** or based on an **assumption**, this GMP Proposal reflects only the cost and time associated with the items as assumed, qualified or clarified. All content in this Section 2 is intended to more clearly define and/or limit Skanska's scope of responsibility under the Contract regardless of whether or not any specific sub-item in this Section 2 may not use terms such as "assume", "qualify", "clarify" or similar terms or derivations thereof.
3. Changes to or deviations from any aspect of the Basis of GMP Documents that impact cost and/or schedule shall entitle Skanska to a Change Order equitably adjusting the GMP and/or Project Schedule.
4. Documents, third-party agreements, commitments to third parties, design criteria and any other information not expressly included in the Basis of GMP Documents are all excluded.

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5. **Coordination with Others.** This GMP Proposal is based on the assumption that the Owner's other contractors performing work or services in connection with the Project will:
 - a. Comply with Skanska's site-specific safety program and maintain an injury free environment when work or services are performed at the Project site.
 - b. Perform work and services, including without limitation installation of Owner-furnished equipment and materials and issuing timely responses to RFIs and submittals, in accordance with the Project Schedule (as such schedule may be amended from time-to-time).
 - c. Perform work and services so as to not impact Skanska's ability to perform its Work in accordance with the Logistics Plan.
 - d. Perform work and services so as to not impact Skanska's ability to maintain or accelerate the Work under the Project Schedule.
 - e. Provide detailed schedule, logistics, and technical information when and as requested by Skanska so as to enable Skanska to timely coordinate interfaces with the Design Team and other contractors and to maintain or accelerate elements of the Project Schedule so as to achieve necessary progress and milestone completion dates.
 - f. Be solely responsible for coordinating rough-ins to be provided by Skanska and for making final connections of all Owner-furnished equipment to the rough-ins provided by Skanska.

6. **Notice to Proceed.** This GMP Proposal is based on the assumption that Owner will issue a notice to proceed ("NTP") (with all *conditions precedent* identified below, if any, satisfied) on or before September 24, 2021 ("Notice to Proceed Date") and that Substantial Completion will be achieved on or before six hundred two (602) days after issuance of the NTP, as such duration may be modified in accordance with the Contract. If Owner has not issued an effective NTP by the Notice to Proceed Date, Skanska shall have no obligation to commence any part of the Work, until Skanska and Owner: (a) reach agreement on the scope and nature of equitable adjustment to the GMP and Project Schedule, including full compensation to Skanska and its Subcontractors and Sub-subcontractors for the delay in issuing NTP and; (b) Owner satisfies all *conditions precedent* to the effectiveness of the NTP set forth below.
 - a. All Client Permits required for the commencement of the Work at the site have been secured.
 - b. Client has furnished Skanska with satisfactory evidence of financing.
 - c. Client has provided Skanska unfettered physical and legal access to the site and any adjacent area needed to perform the work.
 - d. Client has furnished Skanska evidence of any Client required insurance.

7. **Contract Sum.** The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Design-Build Contract. The Contract Sum shall be the Cost of the Construction as defined in Section 8 plus the Design-Builder's Fee.

2 - Basis of GMP

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8. **Cost of the Construction Plus Design-Builder's Fee with a Guaranteed Maximum Price (GMP).**
 - a. The GMP includes the "Design-Builder's Fee" and the "Cost of Construction". The Owner agrees to pay the Design-Builder the "Design-Builder's Fee" and the "Cost of Construction" as defined in this proposal, through the completion of the Work.
 - b. The Design-Builder's Fee shall equal six percent (6%) of the Cost of Construction. The Design-Builder's Fee shall not be included in the Cost of Construction
 - c. "General Conditions Costs" shall include all labor costs for core project management and support staff members as outlined in the Appendix. Owner shall pay Design-Builder a lump sum amount for its General Conditions Costs. The lump sum amount for General Conditions Costs shall be adjusted as part of any adjustment of the Contract Sum due to changes, excused delays or other circumstances extending the Contract Time. In such event, the lump sum amount for General Conditions Costs shall be increased using Appendix to determine the supervisory and administrative personnel costs associated with adjustment.
 - i. The lump sum fee for design and construction administration services performed by the Architect(s) and its/their subconsultants in the amount of \$802,200, as such amount may be adjusted pursuant to the terms of the Contract Documents.
 - ii. Insurance and bond premiums equal to:
 1. **Contractor Controlled Insurance Program ("CCIP"):** 3.00% of the sum of the Total GMP Value plus the aggregate value of all Direct Purchase Materials.
 2. **Subcontractor Default Insurance ("SDI")** 1.42% of the sum of Subcontractor Costs, General Requirements Costs, and Construction Contingency plus the aggregate value of all Direct Purchase Materials.
 3. **Subcontractor Performance and Payment Bonds** at actual cost invoiced by Subcontractor's surety for Subcontractors that do not prequalify for enrollment in SDI.
 4. **Builder's Risk Insurance** at actual amount invoiced by Design-Builder's insurance carrier. An allowance is included in this GMP Proposal.
 5. **Skanska Performance and Payment Bonds** at actual amount invoiced by Design-Builder's surety. An allowance is included in the GMP Proposal.
9. **Guaranteed Maximum Price (GMP)**
 - a. The sum of the Cost of the Work and Design-Builder's Fee is guaranteed by the Design-Builder not to exceed Thirty Seven Million Eight Hundred Seventy Six Thousand Five Hundred Sixty Six dollars and 00/100 (\$37,876,566) for the Tampa Convention Center Improvements – GMP 2, subject to additions and deductions by changes in the Work as provided in the Design-Build Documents. Costs which would cause the GMP to be exceeded shall be paid by the Design-Builder without reimbursement from the Owner.
 - b. The GMP is subject to adjustment for (i) scope changes and (ii) Change Orders authorized in accordance with the Contract Documents. Once all adjustments are made pursuant to the GMP per the Contract Documents, the resulting GMP shall be termed the "Final Adjusted GMP". The

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remaining balance, as of the date of the Owner's final accounting (which shall occur within (60) days of final completion) between (a) the total aggregate sum of the Cost of Construction plus the Design-Builder's Fee and (b) the Final Adjusted GMP (which difference shall be referred to as "the Savings) shall be retained by the Owner.

10. Contingency.

- a. All Owner contingencies are excluded. Skanska recommends that the Owner carry its own contingencies to address issues such as, by way of example and not limitation, Design Team's completion of design, enlarging the size of the Project, unforeseen conditions, comments from authorities having jurisdiction, commodity and/or material price escalation, modifications to or acceleration of the Project Schedule, increased quality or quantity of Project components not currently reflected in the Drawings or Specifications, or other conditions/circumstances for which Skanska would be entitled to a Change Order under the Contract.
- b. In preparing this GMP Proposal, Skanska included a contingency in the amount of One Million Five Hundred Fifty Nine Thousand Seven Hundred Ninety Three dollars and 00/100 (\$1,559,793) and shall be used in accordance with Section 5.3.4 of the Agreement.

11. Escalation. Material and labor pricing will be held until October 1, 2021. Skanska has not included an escalation contingency in the proposed GMP to account for any increases in the Cost of Construction arising from unanticipated increases in the cost of temporary or permanent commodities, materials and/or equipment used in the performance of or incorporated into the completed Work. The proposed GMP is based on the pricing obtained on or before the date of this GMP Proposal and expressly excludes all additional/increased costs that may arise or be associated with tariffs, duties and other impositions and related or unrelated price escalation occurring after the date of this GMP Proposal. Skanska shall be entitled to a Change Order equitably adjusting the GMP to account for any price escalation which occurs after the date of this GMP Proposal.

12. Material Availability. In light of current market conditions for construction materials, the Owner agrees that Skanska will be entitled to an equitable adjustment of the time for performance and value (including General Conditions and Requirements) of the GMP for delays beyond Skanska's control, including delays caused by unusual delays to delivery of construction materials and equipment necessary for the completion of the Project. If any materials or equipment become unavailable, Skanska will suggest proposed alternates to the extent they are available, and if accepted by the Owner, the alternatives will be incorporated into the design of the Project by the Owner.

13. This GMP Proposal is based on the assumption that materials and equipment are from the applicable suppliers/manufacturer's standard selections and configurations, unless expressly noted otherwise in the Drawings or Specifications.

14. This GMP incorporates all accepted Value Management items identified in the Value Management Log- 100%

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CD estimate dated July,27 2021 and included in the Appendices Section of this GMP. The Level 4 Existing Meeting Rooms and the Renovations of Existing Restrooms 17, 18 and 19 are specifically excluded from this GMP.

15. The GMP assumes the Riverwalk is closed for the duration of the exterior envelope construction and when Skanska deems it is safe to reopen. Pedestrian traffic will be routed per the Site Logistics plan and MOT Plan included in this proposal. Pedestrian traffic will be routed as noted on the Logistics Plan included in the Appendices Section of the GMP. The Logistics Plan also delineates the Ferry docking location and access. TCC will relocate the gates as noted on the plan to accommodate arriving and departing passengers.
16. **Sole-Sourcing.** All Project components and third-party services to be furnished by Skanska are assumed to be non-proprietary and available from multiple sources. In the event of any component or third-party service is specified on a sole-source basis, this GMP Proposal assumes that Skanska's liability arising out of the performance by the sole-source subcontractor or supplier shall be limited to and in no event exceed the liability to Skanska expressly assumed by any such sole-source subcontractor or supplier in connection with the Project.
17. In the event of a conflict, inconsistency or ambiguity between the content of this GMP Proposal and the provisions of the other Contract Documents, the content of this GMP Proposal shall in all circumstances take precedence and control over content in the Drawings, Specifications and other Contract Documents.
18. Special warranties, certifications and other requirements that exceed manufacturer standard warranties, and implied warranties, are all excluded except to the extent expressly specified in the Contract Documents.
19. All warranties included in the Contract Documents that survive beyond Skanska's one year repair/replacement obligation time period set forth in the Contract shall be assigned to Owner following the expiration of such one year time period. Thereafter, Skanska's sole obligation and Owner's exclusive remedy shall be for Skanska to reasonably assist the Owner in enforcing such warranties provided by Subcontractors.
20. Use of union labor and/or the payment of prevailing wages are excluded unless expressly imposed on Skanska pursuant to the Contract Documents.
21. Performance and aesthetic mock-ups and prototypes that will not be incorporated into the permanent Work are excluded.
22. Quantities and unit rates contained in any line items within the Detailed GMP Estimate are only estimates and any such unit rates are not guaranteed for purposes of calculating costs in connection with future Change Orders.
23. All negotiated billable rates for Skanska personnel set forth in the Contract are subject to audit for application, but not composition.
24. Labor, materials and equipment, and the related cost thereof, and impacts to the Project Schedule arising from or in connection with, inspections or requirements imposed by Factory Mutual or similar insurance underwriters,

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and not expressly set forth in the Drawings and Specifications, are excluded.

25. All Owner-furnished material and equipment, and any related required submittals and/or design information, shall be furnished and installed by or on behalf of Owner in accordance with the Project Schedule. As part of its obligations, Owner shall provide detailed design, location, dimension, sizing and other technical information detailing all required rough-in and final connections to the Owner-furnished equipment. All Owner-furnished equipment and final connections shall be coordinated to the rough-ins provided by Skanska.
26. This GMP Proposal is based on the assumption that “time is of the essence” or similar provisions in the Contract, if any, shall only apply to Substantial Completion of all Work and/or specified milestone dates mutually agreed upon by Owner and Skanska.
27. With the exception of the Tampa Convention Center Schedule of Events Schedule Clarifications and Assumptions noted below, this GMP Proposal is based on the assumption that (i) there are no applicable limits, restrictions or constraints on work hours, noise generation and/or vibration generation with respect to Skanska’s performance of the Work on the Project site, and (ii) only customary limits, restrictions and constraints consistent with industry standards apply.
28. This GMP Proposal is based on the assumption that Skanska will have unfettered legal access to the Project site at all times during the performance of the Work.
29. This GMP Proposal excludes costs and/or schedule impacts arising from or in any way related to (i) stockpiling, handling, removing, and/or abating any hazardous wastes/materials, (ii) handling, removing, and/or abating any contaminated groundwater, and (iii) any unforeseen conditions at the Project site or in connection with the performance of the Work.
30. This GMP Proposal is based on the assumption that all temporary and permanent utilities will be provided by Owner in accordance with the Project Schedule and Logistics Plan. Costs for tap-in fees or other costs required by utility company(s) to connect services are excluded.
31. This GMP Proposal is based on the assumption that all utility service will be provided without interruption, that all utility work performed by others will be coordinated so as to not interfere with Skanska’s performance of the Work and that Skanska will not have to re-perform, repair or modify any Work in place disturbed by others.
32. This GMP proposal excludes costs and/or schedule impacts arising from or in any way related to construction activities outside of the defined Project limits identified on the Logistics Plan.
33. Costs for obtaining any temporary certificate of occupancy permits or any type of intermediary inspections prior to the issuance of the final Certificate of Occupancy are excluded.
34. Execution of any partial GMP Amendment by the Owner is a representation that the Owner has the ability to and will secure funding for the full value of the GMP.

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35. This GMP Proposal is based on the assumption that Owner will timely fulfill all of its additional obligations set forth in the Owner-Contractor Responsibility Matrix.
36. The only spare parts, maintenance training and manufacturer service support included in this GMP Proposal are those which are expressly specified in the Specifications as being furnished by Skanska.
37. Commissioning Agent services are excluded, but Skanska will directly or indirectly furnish trade labor to support the commissioning process undertaken by others.
38. Neither the guaranteed maximum price (GMP) (or lump sum price) nor the project schedule upon which said GMP (or lump sum price) is based contemplate any project delays, suspensions, disruptions, cost escalations or other impacts caused, directly or indirectly, by Coronavirus.
39. General Conditions and General Requirements shall be converted to a lump sum amount upon execution of the GMP and will be billed at an equal monthly value in the payment requisition for the duration of the project.
40. Per Florida Statute Sections 218.735 and 255.078, 5% retainage shall be held for the duration of the project in lieu of 10% delineated in the Agreement.
41. Threshold Inspection Services are excluded
42. **Subcontractor Default Insurance.** In lieu of bonding Subcontractors, Skanska will obtain and maintain, throughout the duration of this Project, Subcontractor Default Insurance ("SDI") for the protection of the Skanska and Owner against the default of Subcontractors. The approved premium for SDI program is 1.42% of the Direct Work subtotal and Construction Contingency as it may be adjusted. Invoicing by Skanska for furnishing the SDI program will be as set forth below. The cost of the SDI program will be added to all Change Orders through final completion. Skanska will deliver written evidence to the Owner and in that the SDI program has been procured and established within 10 business days after the signing of the GMP Amendment by both the Owner and Skanska.
43. **General Liability Insurance.** Skanska will furnish the General Liability Insurance ("GLI") for all-site exposures not covered by the CCIP.
44. **Contractor Controlled Insurance Program.** Skanska will furnish and directly or indirectly administer a Contractor Controlled Insurance Program ("CCIP") providing for General Liability, Worker's Compensation and Excess/Umbrella coverage required to be furnished by Skanska and its Subcontractors and Sub-subcontractors under the Contract. The CCIP shall only cover and apply to on-site exposures for participants enrolled in the CCIP. The CCIP Manual setting forth the procedures, protocols and other details pertaining to the administration of the CCIP program is included in the appendices to this GMP Proposal. Invoicing by Skanska for furnishing the CCIP will be as set forth below. The cost of CCIP will be added to all Change Orders through final completion. Skanska and all Subcontractors and Sub-subcontractors that perform any part of the Work on the Project site are expected to be covered, excluding Subcontractors/Sub-subcontractors performing or supplying architectural or engineering services, waste management/hauling services, temporary toilets, field offices and related incidental services/supplies, surveying, materials testing, elevators, structural demolition and/or abatement, if any. Owner's separate contractors and other professionals of any tier retained by the Owner or Design Team

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shall not be enrolled in or covered by the CCIP. The Owner is required to obtain insurance similar in scope and coverage limits as required from Skanska from those unenrolled/uncovered parties and to require from those parties that Skanska is listed as an Additional Insured on all of applicable policies.

45. **Builder's Risk Insurance.** The Skanska-furnished Builder's Risk insurance coverage will apply only through the date that Substantial Completion of the Project is achieved or, if Owner assumes partial occupancy prior to the date that Substantial Completion of the Project is achieved, then the Builder's Risk insurance shall only apply until the date of partial occupancy with respect to the elements of the Project subject to partial occupancy. Owner's property insurance will apply to the Project elements that are partially and/or fully occupied. Builder's Risk insurance deductibles are excluded and shall be covered by an additive Change Order, except for covered losses arising from the gross negligence of Skanska and its Subcontractors or Sub-subcontractors. Invoicing by Skanska for furnishing the Builder's Risk insurance will be as set forth below. The cost of Builder's Risk insurance will be added to all Change Orders through final completion.
46. **Invoicing for Insurance and Bonds.** Owner agrees that retainage will not be held on SDI, CCIP, Performance and Payment Bond, and Builder's Risk. Premiums for insurance and bonds are part of the Cost of Construction and shall be paid by Owner to Skanska as set forth below. The entire estimated value of all such insurance and bond costs shall be included in and paid by Owner as part of Skanska's first monthly Application for Payment after execution of the GMP Amendment and after execution of each Change Order increasing such insurance and bond costs. All insurance and bond costs will be reconciled in the final payment based on the final actual value of the Contract Sum, Owner-furnished equipment and Cost of Construction, as applicable.
47. **Premium for Bonds and Insurance.** Premiums for bonds and insurance will be provided at the rates specified in this Section 8. Owner acknowledges that all specified rates have all been negotiated, will be charged by Skanska under the Contract and are auditable only to determine the proper application of the rates under the Contract and not the composition of such rates.
48. **Review of Skanska Policies.** Skanska assumes that the furnishing of a Certificate of Insurance will demonstrate that Skanska has obtained insurance compliant with its obligations under the Contract. This insurance is provided through the Skanska's proprietary corporate insurance program and if Owner wants to review such insurance policies, Skanska will afford the Owner an opportunity to do so at a time and place mutually agreed upon with Skanska's Vice President, Insurance and Surety. If Owner requires Skanska to furnish a copy of any such policy, to avoid disclosure of proprietary information Skanska must purchase a Project-specific policy at additional cost that excluded from the GMP.
49. **Firm Representative.** In regards to Section 4.1.10 and Article 25 of the Agreement, the Firm Representative shall be changed to Mark McLaughlin, Project Executive, located at 400 N. Ashley Drive, Suite 400, Tampa, Florida 33602.

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Exclusions

1. Impact and Assessment Fees
2. Unforeseen hazardous materials and/ or asbestos abatement
3. Owner Contingency is not included in the GMP
4. Permit Comments Contingency
5. Escalation Contingency
6. Taxes not in effect as of the date of the GMP
7. Temporary power, chilled water, domestic water, and gas consumption is not included.
8. Threshold Inspections
9. Commissioning

Package Specific Assumptions & Clarifications

General

- 1) Budget is based on current market values.
- 2) Pricing for all equipment and materials assumes competitive sourcing/bidding for all items.
- 3) Budget assumes there is enough capacity in the existing utility systems for the new work.
- 4) Budget assumes tying into existing utility systems.
- 5) All work included in this estimate will be performed to meet current code requirements. This estimate assumes the Authorities Having Jurisdiction will accept the work performed in this estimate without requiring any further code compliance work in any areas outside of the specific work scope described in this estimate. Any work outside the estimate work scope that will be required to bring the facility to current code compliance is specifically excluded

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Demolition

- 1) Windows at the Riverwalk side of the building will be protected with Styrofoam covered by plywood.
- 2) Convention Floor Shaft Clarifications:
 - a. The cut-out for the shaft will be in front of Meeting Rooms (MR) 1 and 2.
 - b. Steel will be erected prior to the cut-out of the shaft to eliminate the need for shoring.
 - c. A partition will need to be built in front of MR's 1-2 to contain any debris and water. A 3 foot egress in front of MR's 1-2 will be maintained.
 - d. This work will be performed during off-hours. Any ceiling tiles removed, or any other material, will be put back in place at the end of each shift.
 - e. Ductwork in this areas will have to be reconfigured.
 - f. It is anticipated this work will take place May/ June of 2022, However, Skanska will coordinate with TCC personnel to see what timeframe works best. This work will take 2-3 weeks to complete.
- 3) All scrap/ salvage rights shall be retained by Skanska unless otherwise noted.
- 4) Lower Riverwalk pedestals are excluded. Chains will be demolished and replaced with new railing.

Structural and Miscellaneous Steel

- 1.) Structural steel will be erected by utilizing a crane and barge.
- 2.) Bollards located at the Riverwalk are included as 10" schedule 40 304SS pipe bollard with #4 finish, internal locking mechanism, embedment sleeve and flat cap. 48" OAL.

Exterior Enclosure

- 1) Excludes any replacement of existing precast to glass storefront that are to remain.
- 2) Includes the removal, refurbishment as required, and installation of the building signage associated with the expansion.

Interiors

- 1) All Level 1 existing meeting rooms and ballrooms, excluding meeting rooms 11, 12, 13, to receive new ACT ceilings tiles. Ceiling grid is excluded. All other finishes are excluded.
- 2) No repair or refinishing of existing wood doors and frames is included in proposal.

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Signage

- 1) Code compliant signage only is being provided.

Conveying

- 1) Replenishment of CM Contingency funds used to fund the service elevator upgrades are included.

Fire Sprinkler

- 1) New fire sprinkler system to tie into existing wet system.
- 2) Hydraulic design assumes a sufficient water supply both PSI & GPM.
- 3) Threaded pipe 2" and smaller shall be sched 40, Grooved pipe 1-1/2" and larger shall be sched 10 black pipe.
- 4) Finished areas shall be pendent heads with a concealed escutcheon.
- 5) Exposed areas shall be brass upright heads.
- 6) Includes specialty fire system at meeting room level interior glass corridor wall.
- 7) Existing fire department connection to remain.
- 8) Existing fire pump to remain
- 9) Existing heads in meeting room renovations to remain

Mechanical- Building Expansion/ Renovation

- 1) The HVAC system will connect to the existing chilled water distribution loop as currently sized.
- 2) Piping 2" and smaller shall be type L copper with pro press fitting. 2-1/2" and larger sched 40 welded.
- 3) Testing, adjusting, and balancing is included.
- 4) Controls tied into existing SIEMENS control system.

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Mechanical- HVAC Upgrades

1 Recondition Exhibit Hall AHU's 1 thru 10:

- 1.1. Remove and replace blower assembly with fan array system
- 1.2. Remove and replace chilled water coil
- 1.3. Remove and replace drain pan. New pan to be 316SS.
- 1.4. Repair linings and caulk existing leaks in cabinet
- 1.5. Wire fan arrays to VFDs and controller
- 1.6. Remove and replace chilled water piping assembly to each AHU
- 1.7. Hoisting, rigging, as required
- 1.8. Test and Balance by NEBB or AABC certified subcontractor
- 1.9. Required electrical disconnects and re-connections are included.
- 1.10. Controls are included
- 1.11. Schedule assumptions:
 - B&I will work on two back-to-back AHUs at a time. Each AHU pair can be refurbished in a 4 week time period.
 - This flooring protection and isolation can be restricted to one area for each pair of Exhibit AHUs.

2. Recondition AHUs 11, 12, 14, 19, 21, 22

- 2.1. Same scope as delineated for AHUs 1 thru 10
- 2.2. Some conduit/ cable trays may need to be removed/ relocated to facilitate coil and fan removal and replacement
- 2.3. Schedule assumptions:
 - B&I will work on one AHU at a time. Each AHU can be refurbished in a 2 week time period.

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3. Further Assumptions on AHU Refurbishment scope:

- Electrical services for equipment being replaced to be reused, disconnect and reconnect.
- Equipment replacement piping to be reused with minor modifications.
- Equipment downtime to be scheduled around events. Not expected to use temporary cooling.
- Rebuilt air handling units to use industry standard parts and components with one year warranty.
- Controls to utilize existing Siemens system.
- Test and balance is included.
- Insulation repair required due to equipment replacement is included.
- Any repairs or modifications of existing to bring up to code are not included.
- Existing isolation valves are assumed to be in working order, capable of allowing disconnect of equipment requiring no system shutdown.
- All fire alarm devices/ codes to remain as is for replaced equipment.
- Facility service elevators will be utilized to perform work.
- Electric duct heaters to remain in AHU's.

4. A \$400,000 allowance is being carried for controls update work required by the replacement of water pumps and added VFD work being performed separately by TCC.

Electrical / Low Voltage- General

- 1) The budget assumes sufficient capacity in the existing distribution system for the new addition.
- 2) Correction of code violations, if encountered, are not included.
- 3) Fire alarm and low voltage systems which are being added to as part of this project are assumed to be running the most current version of all software.
- 4) A current UL Master label certification to be provided by TCC. Repairs to the existing lightning protection system to obtain a UL Master Label certification are not included.
- 5) All audio/visual systems, pathways, cabling, equipment, and installation are excluded.
- 6) All networking equipment, switches, computers, and phone systems to be furnished and installed by TCC Vendor under separate contract.

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- 7) Distributed Antenna Systems utilize existing pathways for cabling. Dedicated pathways are not anticipated and are not included.
- 8) Furnish and installation of all wireless access points by TCC vendor under separate contract.
- 9) Crestron Room scheduling displays are included. It is assumed that the display connects into the existing Crestron room scheduling system via a standard data drop. Expansion or upgrades to the existing event scheduling system are not included.
- 10) Work in existing meeting room ceilings is limited to new lighting, lighting controls, and temporary support of any other low voltage/ line voltage in the current ceilings.
- 11) Re-lamping of existing to remain light fixtures at renovation areas is excluded.
- 12) Replacement of existing to remain devices at renovated areas are excluded.

Electrical / Low Voltage- Upper Loading Dock Area

- 1) New light fixtures and fire alarm rework at upper loading area is not included.
- 2) Replace existing light fixtures with LED fixtures at upper loading area is not included.
- 3) Circulation fans at upper loading area is not included.

Electrical- New Façade Color Changing Linear Lighting

- 1) Included per Drawings A201 and A202.
- 2) Includes 8 runs of 305 feet of RGBW Linear Lighting with controls. Product is Optic Arts Kurba Horizontal RGB & RGBW flexible LED strip
- 3) Includes remote drivers and control panel.
- 4) The metal backing to support the fixture will be provided by the fixture manufacturer. The thread lights will need a metal "cradle" for support. This fixture support will be attached directly to the curtainwall system. Skanska has all costs related to this support system including delegated design.

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Sitework

- 1) Existing water lines, fire lines, electrical lines, and any other utilities/ storm drainage modifications or any work associated has been excluded.
- 2) Concrete is integral colored concrete with saw cuts, color will try to compliment what is already existing, at the Roundabout Islands W/ Handicap Parking.
- 3) All striping will be thermoplastic.
- 4) Hi-Vis crosswalk is not included.
- 5) Franklin Street “bump out” is not included.
- 6) Parking swap at entrance to roundabout is not included.

Schedule

See Project Schedule dated July 28, 2021 in Section 3 Appendices. This schedule represents an overall project duration of eighteen (18) months from Notice to proceed to Substantial Completion. The schedule accounts for permitting, buy-out, procurement, construction, and final inspections. A period of two (2) months after the Substantial Completion has been allocated for Final Completion/ Close-Out.

Key Milestones:

- | | |
|---|------------|
| • Final GMP Issued By Skanska | 08-16-2021 |
| • Final GMP Approved By City of Tampa | 08-26-2021 |
| • Notice to Proceed Issued By City of Tampa | 09-24-2021 |
| • Construction Start- Mobilized On Site | 10-12-2021 |
| • Steel Installation Start | 04-04-2022 |
| • Structure Topped Out | 09-12-2022 |
| • Building Envelope Dried In | 11-02-2022 |
| • Substantial Completion | 05-19-2023 |
| • Final Completion | 07-19-2023 |

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Schedule Qualifications and Assumptions:

- Notice to Proceed is issued by the City in accordance with the schedule.
- All construction permits are received prior to construction start.
- Schedule is based on a standard 40 working hours per week, Monday to Friday.
- Saturdays are non-working days; Saturdays will be used at Skanska's discretion and for make-up time if needed.
- Sundays are non-working days.
- Skanska has included standard lead times in this schedule using information available at the time of the schedule. If material deliveries are affected by reasons outside of Skanska's control, the schedule duration may be affected.

Tampa Convention Center Event Schedule:

The Project Schedule has accounted for shut-down's, reduced work activity and off-hour work requirements based on the following documents issued by TCC:

- Events Impacted by RW Closure- 9-1-2021 Through 9-30-2021 dated June 19, 2021
- Booking Calendar for Events in 2021 Dated June 8, 2021
- Booking Calendar for Events in 2022 Dated June 8, 2021
- TCC Site Layout Diagram

These documents are included in Section 3- Appendices.

Further clarification on the Events Calendars:

North Docks

1. Gasparilla (1-29-2022)
 - Requires complete demobilization- crane and barge(s) are to be removed.
 - The north docks can be used, but workers cannot get off them.
 - Riverwalk (RW) Zones 3 and 4 will be cleared and the fence moved for the day on 1-29-2022. (reference attached TCC Site Layout Diagram).
 - During this time, this area will be covered under TCC's insurance.
 - The Tampa Convention Center will need to provide a temporary connection near the Sail Pavilion docks for ADA accessibility.

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- Skanska to re-configure the fence to allow non-ADA airway access to exit off of floating dock to the north only (reference attached TCC Site Layout Diagram).
2. NAPA (4-2-2022 to 4-3-2022)
 - Requires complete demobilization- crane and barge(s) are to be removed.
 - Skanska will relocate the temporary fence to clear a six foot pedestrian footpath along the waterfront railing at at RW Zones 3 and 4 (reference attached TCC Site Layout Diagram).
 - Any construction barriers or enclosures within the West Hall exhibit space will not occur until after April 5, 2022.
 - The Tampa Convention Center will need to provide a temporary connection near the south docks for ADA accessibility.
 3. SOFIC (5-12-2022 to 5-21-2022)
 - TCC will confirm the show date and time.
 - This event will take place mainly at the South Dock Location and Sail Pavilion
 - The crane and barge do not need to be demobilized.
 - TCC will advise on when the Water Demonstration will occur. Skanska will be required to stop work at that time.
 - The Riverwalk will not be open during this show.
 4. Tampa Boat Show (9-6-2022 to 9-12-2022)
 - TCC to confirm show dates and times.
 - Complete demobilization of the barge(s) and crane will be required if they are still being utilized at that time.
 - The Tampa Convention Center will need to provide a temporary connection near the Sail Pavilion docks for ADA accessibility.
 5. International Boat Builders Exhibition and Conference (9-23-2022 to 10-1-2022)
 - TCC to confirm show dates and times.
 - Complete demobilization of the barge(s) and crane will be required if they are still being utilized at that time.
 6. Tampa Boat Show and IBEX 2021- No impact

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7. AP Reading Event (5-22-2022 to 6-17-2022)- TCC has confirm that no noise is allowed. The schedule reflects a full job shut-down during this duration.

General:

- Florida Bar Exam (2-21-2022 to 2-25-2022) and (7-25-2022 to 7-29-2022) – No noise allowed.
- American Society of Colon and Rectal Surgeons (4-27-2022 to 5-4-2022)- No noise allowed.
- IBEX 2022 is a three day event. The entire Convention Center will be used.

Allowances

No.	Allowance Item Description	Allowance Value
1	Builders Risk	\$436,000
2	Performance and Payment Bond	\$189,000
3	Controls update allowance for replacement water pumps and added VFD's performed by others	\$400,000

3 - Appendices

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Document List

Refer to attachment.

Tampa Convention Center Doument Log- GMP 2

		ISSUE DATE
ARCHITECURAL		
A001	OVERALL ARCHITECTURAL SITE REFERENCE PLAN	6/11/2021
A002	SUMMARY SITE PLAN - AREA A - PHASE II	6/11/2021
A002A	PARTIAL SITE PLANS - AREA A - PHASE II	6/11/2021
A010	RAMP PLANS, SECTIONS, & DETAILS	6/11/2021
A011	SITE DETAILS	6/11/2021
A090	OVERALL FLOOR PLANS - PHASE II	6/11/2021
A103	SUMMARY PLAN & RCP - CONVENTION LEVEL - PHASE II	6/11/2021
A103A	PARTIAL FLOOR PLAN - AREA A - CONVENTION LEVEL	6/11/2021
A104	SUMMARY PLAN & RCP - OFFICE LEVEL - PHASE II	6/11/2021
A104A	PARTIAL FLOOR PLAN - AREA A - OFFICE LEVEL	6/11/2021
A105	SUMMARY PLAN - ROOF LEVEL - PHASE II	6/11/2021
A105A	PARTIAL ROOF PLANS	6/11/2021
A106	LOADING DOCK ENCLOSURE PLANS	6/11/2021
A118	MEETING ROOM 1&2 RENOVATION	6/11/2021
A119	MEETING ROOM 3 & 4 RENOVATION	6/11/2021
A120	MEETING ROOM 5 & 6 RENOVATION	6/11/2021
A121	MEETING ROOM 7-9 RENOVATION	6/11/2021
A122	MEETING ROOM 10 RENOVATION	6/11/2021
A123	MEETING ROOM 11-13 RENOVATION	6/11/2021
A124	MEETING ROOM 14-17 RENOVATION	6/11/2021
A125	MEETING ROOM 14 - 17 RENOVATION	6/11/2021
A126	MEETING ROOM 18 & 19 RENOVATION	6/11/2021
A127	MEETING ROOM 20 & 21 RENOVATION	6/11/2021
A128	MEETING ROOM 22 & 23 RENOVATION	6/11/2021
A129	MEETING ROOM 24 & 25 RENOVATION	6/11/2021
A130	BALLROOM A & B RENOVATION	6/11/2021
A131	BALLROOM C & D RENOVATION	6/11/2021
A132	BALLROOM A & B RENOVATION	6/11/2021
A133	BALLROOM C & D RENOVATION	6/11/2021
A134	MEETING ROOM 31 - 33 RENOVATION	6/11/2021
A135	MEETING ROOM 34 RENOVATION	6/11/2021
A136	MEETING ROOM 35 RENOVATION	6/11/2021
A137	MEETING ROOM 36 RENOVATION	6/11/2021
A138	MEETING ROOM 37 & 38 RENOVATION	6/11/2021
A139	MEETING ROOM 39 RENOVATION	6/11/2021
A181	SUMMARY RCP - BALLROOM LEVEL - PHASE II	6/11/2021
A181A	PARTIAL RCP - BALLROOM LEVEL - PHASE II	6/11/2021
A183A	PARTIAL RCP - CONVENTION LEVEL - PHASE II	6/11/2021
A184A	PARTIAL RCP - OFFICE LEVEL - PHASE II	6/11/2021
A201	EXTERIOR ELEVATIONS	6/11/2021
A202	EXTERIOR ELEVATIONS	6/11/2021
A203	LOADING DOCK ELEVATION AND SECTION	6/11/2021
A221	GLAZING ELEVATIONS	6/11/2021

A222	GLAZING ELEVATIONS	6/11/2021
A223	CURTAIN WALL LED ANCHORING POINTS	6/11/2021
A224	CURTAIN WALL LED ANCHORING POINTS	6/11/2021
A301	BUILDING SECTIONS	6/11/2021
A302	BUILDING SECTIONS	6/11/2021
A303	BUILDING SECTIONS	6/11/2021
A304	BUILDING SECTIONS	6/11/2021
A311	WALL SECTIONS	6/11/2021
A312	WALL SECTIONS	6/11/2021
A314	EXTERIOR SECTION DETAILS	6/11/2021
A315	EXTERIOR SECTION DETAILS	6/11/2021
A316	EXTERIOR SECTION DETAILS	6/11/2021
A317	EXTERIOR SECTION DETAILS	6/11/2021
A320	EXTERIOR PLAN DETAILS	6/11/2021
A321	INTERIOR PLAN DETAILS	6/11/2021
A322	INTERIOR PLAN DETAILS	6/11/2021
A330	ROOF DETAILS	6/11/2021
A331	ROOF DETAILS	6/11/2021
A341	EXTERIOR DETAILS	6/11/2021
A342	EXTERIOR DETAILS	6/11/2021
A343	EXTERIOR DETAILS	6/11/2021
A411	ENLARGED TOILET PLANS LEVEL 1 ALTERATION	6/11/2021
A412	ENLARGED TOILET ELEVATIONS RR 19 & 20	6/11/2021
A413	ENLARGED TOILET ELEVATIONS RR 21	6/11/2021
A414	ENLARGED TOILET PLANS	6/11/2021
A415	ENLARGED TOILET ELEVATIONS RR 325 & 427	6/11/2021
A417	ENLARGED TOILET ELEVATIONS	6/11/2021
A421	STAIR A - PLANS, SECTIONS, & DETAILS	6/11/2021
A422	STAIR A - PLANS, SECTIONS, & DETAILS	6/11/2021
A423	STAIR B - PLANS, SECTIONS, & DETAILS	6/11/2021
A424	STAIR C & D - PLANS, SECTIONS, & DETAILS	6/11/2021
A581	CEILING DETAILS	6/11/2021
A601	DOOR SCHEDULE AND DETAILS	6/11/2021
A903	CONVENTION LEVEL INTERIOR FINISH PLAN	6/11/2021
A904	OFFICE LEVEL INTERIOR FINISH PLAN	6/11/2021
A921	INTERIOR ELEVATIONS	6/11/2021
A922	INTERIOR ELEVATIONS - MEETING ROOM (TYP)	6/11/2021
A951	MILLWORK/INTERIOR DETAILS	6/11/2021
A961	FINISH SCHEDULES	6/11/2021
AD000	ARCHITECTURAL DEMOLITION GENERAL NOTES - PHASE II	6/11/2021
AD001	DEMO OVERALL SITE PLAN - PHASE II	6/11/2021
AD002	DEMO SUMMARY SITE PLAN A - PHASE II	6/11/2021
AD002A	DEMO PARTIAL SITE PLANS A1 & A2 - PHASE II	6/11/2021
AD090	DEMO OVERALL PLANS - PHASE II	6/11/2021
AD102B	DEMO PARTIAL PLAN B - BALLROOM LEVEL - PHASE II	6/11/2021
AD103	DEMO SUMMARY PLAN - CONV. & OFFICE BOH LEVEL - PHASE II	6/11/2021
AD103A	DEMO PARTIAL PLAN A - CONVENTION LEVEL - PHASE II	6/11/2021

AD103C	DEMO PARTIAL PLAN C - CONVENTION LEVEL - PHASE II	6/11/2021
AD104A	DEMO PARTIAL PLAN A - OFFICE LEVEL - PHASE II	6/11/2021
AD104B	DEMO PARTIAL PLAN B - OFFICE LEVEL - PHASE II	6/11/2021
AD105A	DEMO PARTIAL PLAN A - ROOF LEVEL - PHASE II	6/11/2021
AD201	DEMOLITION EXTERIOR ELEVATIONS	6/11/2021
AD202	DEMOLITION EXTERIOR ELEVATIONS	6/11/2021
AD341	EXTERIOR DEMO DETAILS	6/11/2021
CIVIL		
C101	EXISTING CONDITIONS & DEMO PLAN FRONT DRIVE DROP-OFF AREA	6/11/2021
C111	SITE PLAN FRONT DRIVE DROP-OFF AREA	6/11/2021
C112	OVERALL SITE PLAN	6/11/2021
ELECTRICAL		
E000	ELECTRICAL LEGENDS, SYMBOLS, NOTES AND INDEX	6/11/2021
E101	BALLROOM LEVEL OVERALL PLAN ELECTRICAL	6/11/2021
E102	MECHANICAL LEVEL OVERALL PLAN ELECTRICAL	6/11/2021
E103	CONVENTION LEVEL OVERALL PLAN ELECTRICAL	6/11/2021
E104	OFFICE LEVEL OVERALL PLAN ELECTRICAL	6/11/2021
E105	FIN FL CATWALK OVERALL PLAN ELECTRICAL	6/11/2021
E106	EXPANSION ROOF OVERALL PLAN ELECTRICAL	6/11/2021
E302	CONVENTION LEVEL ELECTRICAL PLANS - SECT 1 & 2 - PWR & FA	6/11/2021
E302.1	CONVENTION LEVEL ELECTRICAL PLANS - SECT 1 & 2 - LIGHTING	6/11/2021
E304	OFFICE LEVEL ELECTRICAL PLANS - SECT 1 & 2 - PWR & FA	6/11/2021
E304.1	OFFICE LEVEL ELECTRICAL PANS - SECT 1 & 2 - LIGHTING	6/11/2021
E305	FIN FL CATWALK LEVEL ELECTRICAL CONSTRUCTION PLAN	6/11/2021
E306	ROOF LEVEL ELECTRICAL CONSTRUCTION PLAN	6/11/2021
E400	ENLARGED ELECTRICAL ROOMS	6/11/2021
E401	ENLARGED PLANS - BALLROOM LEVEL	6/11/2021
E402	ENLARGED PLANS - BALLROOM LEVEL	6/11/2021
E403	ENLARGED PLANS - BALLROOM LEVEL	6/11/2021
E404	ENLARGED PLANS - BALLROOM LEVEL	6/11/2021
E405	ENLARGED PLANS - BALLROOM LEVEL	6/11/2021
E406	ENLARGED PLANS - BALLROOM LEVEL	6/11/2021
E407	ENLARGED PLANS - CONVENTION LEVEL	6/11/2021
E408	ENLARGED PLANS - OFFICE LEVEL	6/11/2021
E409	ENLARGED PLANS - CONVENTION LEVEL	6/11/2021
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E411	ENLARGED PLANS - OFFICE LEVEL	6/11/2021
E412	ENLARGED PLANS - OFFICE LEVEL	6/11/2021
E501	ELECTRICAL RISER DIAGRAM - NORMAL	6/11/2021
E502	ELECTRICAL RISER DIAGRAM - EMERGENCY	6/11/2021
E601	ELECTRICAL SCHEDULES	6/11/2021
E602	ELECTRICAL PANEL SCHEDULES	6/11/2021
E603	ELECTRICAL PANEL SCHEDULES	6/11/2021
ED103	CONVENTION LEVEL ELECTRICAL DEMO PLAN - SECT 1 & 2	6/11/2021
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G001	SHEET INDEX	6/11/2021

G002	GENERAL NOTES	6/11/2021
G003	GENERAL NOTES & SYMBOLS	6/11/2021
G011	CODE SUMMARY / EGRESS CALCULATIONS	6/11/2021
G102	BALLROOM LEVEL - OVERALL LIFE SAFETY REFERENCE PLAN	6/11/2021
G103	CONVENTION LEVEL - OVERALL LIFE SAFETY REFERENCE PLAN	6/11/2021
G104	OFFICE LEVEL - OVERALL LIFE SAFETY REFERENCE PLAN	6/11/2021
G104A	ENLARGED AREAS OF WORK - LIFE SAFETY REF. PLAN AREA A	6/11/2021
G501	INTERIOR PARTITION TYPES	6/11/2021
G511	UL ASSEMBLIES	6/11/2021
G512	UL ASSEMBLIES	6/11/2021
G513	UL ASSEMBLIES	6/11/2021
G514	UL THROUGH PENETRATIONS	6/11/2021
G515	UL THROUGH PENETRATIONS	6/11/2021
G516	UL THROUGH PENETRATIONS	6/11/2021
G517	UL FIRE RESISTANT RATINGS	6/11/2021
G518	UL FIRE RESISTANT RATINGS	6/11/2021
G601	ADA ACCESSIBILITY GUIDELINES	6/11/2021
G602	ADA ACCESSIBILITY GUIDELINES	6/11/2021
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M103	CONVENTION LEVEL OVERALL PLAN MECHANICAL	6/11/2021
M104	OFFICE LEVEL OVERALL PLAN MECHANICAL	6/11/2021
M105	FIN FL CATWALK MECHANICAL	6/11/2021
M301	BALLROOM LEVEL MECH. CONSTRUCTION PLAN - SECT 1 & 2	6/11/2021
M302	CONVENTION LEVEL MECH. CONSTRUCTION PLAN - SECT 1 & 2	6/11/2021
M303	CONVENTION LEVEL MECHANICAL PLANS - NEW RESTROOMS	6/11/2021
M304	OFFICE LEVEL MECH. CONSTRUCTION PLAN - SECT 1 & 2	6/11/2021
M305	OFFICE LEVEL MECHANICAL ENLARGED PLAN	6/11/2021
M306	FIN FL CATWALK LEVEL MECHANICAL CONSTRUCTION PLAN	6/11/2021
M307	ROOF LEVEL MECH. CONSTRUCTION PLAN - SECT 1 & 2	6/11/2021
M701	MECHANICAL CONTROLS	6/11/2021
M702	MECHANICAL CONTROLS	6/11/2021
M703	MECHANICAL CONTROLS	6/11/2021
M704	MECHANICAL CONTROLS	6/11/2021
M705	AIRFLOW DIAGRAM	6/11/2021
M706	WATERFLOW DIAGRAM	6/11/2021
M801	MECHANICAL DETAILS	6/11/2021
M802	MECHANICAL DETAILS	6/11/2021
M901	MECHANICAL SCHEDULES	6/11/2021
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P104	OFFICE LEVEL OVERALL PLAN PLUMBING	6/11/2021

P301	BALLROOM LEVEL PLUMBING PLAN - SECT 1 & 2	6/11/2021
P302	CONVENTION LEVEL PLUMBING PLAN - SECT 1 & 2	6/11/2021
P304	OFFICE LEVEL PLUMBING PLAN - SECT 1 & 2	6/11/2021
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P401	ENLARGED PLANS CONVENTION LEVEL	6/11/2021
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P403	ENLARGED PLANS OFFICE LEVEL	6/11/2021
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P601	PLUMBING DETAILS	6/11/2021
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S001	GENERAL STRUCTURAL NOTES	6/11/2021
S002	GENERAL STRUCTURAL NOTES	6/11/2021
S003	THRESHOLD INSPECTION PLAN	6/11/2021
S004	SYMBOLS AND NOTATIONS	6/11/2021
S005	STRUCTURAL LOADING DIAGRAMS	6/11/2021
S006	STRUCTURAL LOADING DIAGRAMS	6/11/2021
S100	DEMO SEQUENCE ISOMETRIC	6/11/2021
S101	BALLROOM LEVEL - PHASE 2 - DEMO	6/11/2021
S102	BALLROOM LEVEL - PHASE 2	6/11/2021
S103	CONVENTION LEVEL - PHASE 2 - DEMO	6/11/2021
S104	CONVENTION LEVEL - PHASE 2	6/11/2021
S105	OFFICE LEVEL - PHASE 2 - DEMO	6/11/2021
S106	OFFICE LEVEL - PHASE 2	6/11/2021
S107	OFFICE ROOF - PHASE 2 DEMO	6/11/2021
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S109	HIGH ROOF DEMO AND NEW CONSTRUCTION - PHASE 2	6/11/2021
S201	BUILDING SECTIONS	6/11/2021
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S303	TYPICAL FRAMING DETAILS	6/11/2021
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S307	FRAMING DETAILS	6/11/2021
S308	FRAMING DETAILS	6/11/2021
S309	FRAMING DETAILS	6/11/2021
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S312	FRAMING DETAILS	6/11/2021
S313	FRAMING DETAILS	6/11/2021
S314	FRAMING DETAILS	6/11/2021
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T002	TECHNOLOGY RESPONSIBILITY MATRIX	6/11/2021
T101	BALLROOM LEVEL - OVERALL PLAN - TECHNOLOGY	6/11/2021
T102	MECHANICAL LEVEL - OVERALL PLAN - TECHNOLOGY	6/11/2021
T103	CONVENTION LEVEL - OVERALL PLAN - TECHNOLOGY	7/2/2021
T104	OFFICE LEVEL - OVERALL PLAN - TECHNOLOGY	7/2/2021
T105	CATWALK LEVEL - OVERALL PLAN - TECHNOLOGY	6/11/2021
T201	BALLROOM LEVEL TECHNOLOGY DEMO PLANS	6/11/2021
T202	BALLROOM LEVEL TECHNOLOGY DEMO PLANS	6/11/2021
T203	BALLROOM LEVEL TECHNOLOGY DEMO PLANS	6/11/2021
T204	BALLROOM LEVEL TECHNOLOGY DEMO PLANS	6/11/2021
T207	OFFICE LEVEL TECHNOLOGY DEMO PLANS	6/11/2021
T208	OFFICE LEVEL TECHNOLOGY DEMO PLANS	6/11/2021
T209	OFFICE LEVEL TECHNOLOGY DEMO PLANS	6/11/2021
T401	BALLROOM LEVEL - ENLARGED PLANS	6/11/2021
T402	BALLROOM LEVEL - ENLARGED PLANS	6/11/2021
T403	BALLROOM LEVEL - ENLARGED PLANS	6/11/2021
T404	BALLROOM LEVEL - ENLARGED PLANS	6/11/2021
T405	BALLROOM LEVEL - ENLARGED PLANS	6/11/2021
T406	CONVENTION LEVEL - ENLARGED PLANS	7/2/2021
T407	OFFICE LEVEL - ENLARGED PLANS	6/11/2021
T408	OFFICE LEVEL - ENLARGED PLANS	6/11/2021
T409	OFFICE LEVEL - ENLARGED PLANS	7/2/2021
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T601	TECHNOLOGY SCHEDULES	6/11/2021
T701	TECHNOLOGY DETAILS	6/11/2021
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033000	CAST-IN-PLACE CONCRETE	6/11/2021
034500	PRECAST ARCHITECTURAL CONCRETE	6/11/2021
035216	LIGHTWEIGHT INSULATING CONCRETE	6/11/2021
042213	STRUCTURAL REINFORCED CONCRETE UNIT MASONRY	6/11/2021

051200	STRUCTURAL STEEL FRAMING	6/11/2021
053100	STEEL DECKING	6/11/2021
054000	COLD-FORMED METAL FRAMING	6/11/2021
055000	METAL FABRICATIONS	6/11/2021
055113	METAL PAN STAIRS	6/11/2021
057316	WIRE ROPE DECORATIVE DECORATIVE METAL RAILINGS	6/11/2021
061053	MISCELLANEOUS ROUGH CARPENTRY	6/11/2021
061600	SHEATHING	6/11/2021
064116	PLASTIC LAMINATE ARCHITECTURAL CABINETS	6/11/2021
064600	WOOD TRIM	6/11/2021
071413	HOT FLUID-APPLIED RUBBERIZED ASPHALT WATERPROOFING	6/11/2021
071800	TRAFFIC COATINGS	6/11/2021
072100	THERMAL INSULATION	6/11/2021
072119	FOAMED-IN-PLACE INSULATION	6/11/2021
072419	EXTERIOR INSULATION AND FINISH SYSTEMS (EIFS)	6/11/2021
072726	FLUID-APPLIED MEMBRANE AIR BARRIERS	6/11/2021
074213	METAL COMPOSITE MATERIAL WALL PANELS	6/11/2021
075216	SBS-MODIFIED BITUMINOUS MEMBRANE ROOFING	6/11/2021
077100	ROOF SPECIALTIES	6/11/2021
078100	APPLIED FIREPROOFING	6/11/2021
078413	PENETRATION FIRESTOPPING	6/11/2021
078446	FIRE-RESISTIVE JOINT SYSTEMS	6/11/2021
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079200	JOINT SEALANTS	6/11/2021
079219	ACOUSTICAL JOINT SEALANTS	6/11/2021
079513	INTERIOR EXPANSION JOINT COVER ASSEMBLIES	6/11/2021
079516	EXTERIOR EXPANSION JOINT COVER ASSEMBLIES	6/11/2021
081416	FLUSH WOOD DOORS	6/11/2021
083113	ACCESS DOORS AND FRAMES	6/11/2021
083513	ACCORDION FOLDING FIRE DOORS	6/11/2021
084213	ALUMINUM-FRAMED ENTRANCES	6/11/2021
084423	STRUCTURAL-SEALANT-GLAZED CURTAIN WALLS	6/11/2021
087100	DOOR HARDWARE	6/11/2021
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092116	GYPSUM BOARD SHAFT WALL ASSEMBLIES	6/11/2021
092216	NON-STRUCTURAL METAL FRAMING	6/11/2021
092400	PORTLAND CEMENT PLASTERING	6/11/2021
092900	GYPSUM BOARD	6/11/2021
093013	PORCELAIN TILING	6/11/2021
095113	ACOUSTICAL PANEL CEILINGS	6/11/2021
095423	LINEAR METAL CEILINGS	6/11/2021
096513	RESILIENT BASE AND ACCESSORIES	6/11/2021
096519	RESILIENT TILE FLOORING	6/11/2021
096813	TILE CARPETING	6/11/2021
097200	WALL COVERINGS	6/11/2021
099100	PAINTING	6/11/2021
102113	TOILET COMPARTMENTS	6/11/2021

102238	OPERABLE PANEL PARTITIONS	6/11/2021
102800	TOILET ACCESSORIES	6/11/2021
104413	FIRE PROTECTION CABINETS	6/11/2021
104416	FIRE EXTINGUISHERS	6/11/2021
122413	ROLLER WINDOW SHADES	6/11/2021
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210523	GENERAL-DUTY VALVES FOR FIRE-SUPPRESSION PIPING	6/11/2021
210548	VIBRATION AND SEISMIC CONTROLS FOR FIRE SUPPRESSION PIPING	6/11/2021
210553	IDENTIFICATION FOR FIRE-SUPPRESSION PIPING AND EQUIPMENT	6/11/2021
211200	FIRE SUPPRESSION STANDPIPES	6/11/2021
211313	WET-PIPE SPRINKLER SYSTEMS	6/11/2021
220500	COMMON WORK RESULTS FOR PLUMBING	6/11/2021
220518	ESCUTCHEONS FOR PLUMBING PIPING	6/11/2021
220519	METERS AND GAGES FOR PLUMBING PIPING	6/11/2021
220523	GENERAL DUTY VALVES FOR PLUMBING PIPING	6/11/2021
220529	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT	6/11/2021
220553	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT	6/11/2021
220700	PLUMBING INSULATION	6/11/2021
221116	DOMESTIC WATER PIPING	6/11/2021
221119	DOMESTIC WATER PIPING SPECIALTIES	6/11/2021
221316	SANITARY WASTE AND VENT PIPING	6/11/2021
221319	SANITARY WASTE PIPING SPECIALTIES	6/11/2021
221413	STORM DRAINAGE PIPING	6/11/2021
221423	STORM DRAINAGE PIPING SPECIALTIES	6/11/2021
223000	ELECTRIC WATER HEATERS	6/11/2021
224000	PLUMBING FIXTURES	6/11/2021
230010	BASIC MECHANICAL REQUIREMENTS	6/11/2021
230513	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT	6/11/2021
230515	VARIABLE FREQUENCY DRIVES	6/11/2021
230516	EXPANSION FITTINGS AND LOOPS FOR HVAC EQUIPMENT	6/11/2021
230517	SLEEVES AND SLEEVE SEALS FOR HVAC PIPING	6/11/2021
230518	ESCUTCHEONS FOR HVAC PIPING	6/11/2021
230519	METERS AND GAGES FOR HVAC PIPING	6/11/2021
230523	GENERAL DUTY VALVES FOR HVAC PIPING	6/11/2021
230529	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT	6/11/2021
230548	VIBRATION CONTROLS FOR HVAC	6/11/2021
230553	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	6/11/2021
230593	TEST ADJUSTING, AND BALANCE FOR HVAC	6/11/2021
230713	DUCT INSULATION	6/11/2021
230719	HVAC PIPING INSULATION	6/11/2021
230900	INSTRUMENTATION AND CONTROL FOR HVAC	7/2/2021
232113	HYDRONIC PIPING	6/11/2021
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233300	AIR DUCT ACCESSORIES	6/11/2021
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233423	HVAC POWER VENTILATORS	6/11/2021
233600	AIR TERMINAL UNITS	6/11/2021
233713	GRILLES, REGISTERS, AND DIFFUSERS	6/11/2021
237200	AIR TO AIR ENERGY RECOVERY EQUIPMENT	6/11/2021
237413	PACKAGED OUTDOOR CENTRAL-STATION AIR HANDLING UNITS	6/11/2021
238219	FAN COIL UNITS	6/11/2021
260010	BASIC ELECTRICAL REQUIREMENTS	6/11/2021
260020	ACCEPTANCE TESTS AND PERFORMANCE VERIFICATION	6/11/2021
260519	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	6/11/2021
260526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	6/11/2021
260529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	6/11/2021
260533	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	6/11/2021
260544	SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING	6/11/2021
260553	ELECTRICAL IDENTIFICATION	6/11/2021
260573	OVERCURRENT PROTECTIVE DEVICE	6/11/2021
260800	COMMISSIONING OF ELECTRICAL	6/11/2021
262416	PANELBOARDS	6/11/2021
262420	SAFETY SWITCHES	6/11/2021
262726	WIRING DEVICES	6/11/2021
262813	FUSES	6/11/2021
262816	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	6/11/2021
264113	LIGHTNING PROTECTION FOR STRUCTURES	6/11/2021
265100	INTERIOR LIGHTING	6/11/2021
265600	EXTERIOR LIGHTING	6/11/2021
270010	TECHNOLOGY GENERAL PROVISIONS	6/11/2021
270526	GROUNDING AND BONDING FOR TELECOMMUNICATIONS SYSTEMS	6/11/2021
270528	RACEWAYS FOR TECHNOLOGY	6/11/2021
271000	STRUCTURED CABLING SYSTEM	6/11/2021
281000	ELECTRONIC SECURITY SYSTEMS	6/11/2021
282000	CLOSED CIRCUIT TELEVISION-VIDEO SURVEILLANCE SYSTEM	7/2/2021
283111	ADDRESSABLE FIRE-ALARM SYSTEM	6/11/2021

3 - Appendices

City of Tampa – Tampa Convention Center Improvements
GMP 2 – GMP Deliverable
August 9, 2021

Owner-Contractor Responsibility Matrix

Refer to attachment.

Tampa Convention Center

City of Tampa

Tampa, FL



Project Budget Responsibility Matrix TCC Early Release Phase Meeting Rooms Renovation

July 23, 2021

*Install includes all receiving, handling, distributing, and installation

**N/A assumes not required and/or not included

#	Scope of Work	Budget	Design	Purchase	Install	N/A	Comments
DIVISION 01 - GENERAL REQUIREMENTS							
1	Temporary Utility Consumption Charges						
	a Electrical & Water Service	Owner		Owner			
	b Chilled Water Consumption	Owner		Owner			
2	Threshold Inspections	Owner		Owner			
3	Special Inspections	Owner		Owner			
4	Testing & Monitoring of Existing Buildings	Owner		Owner			
5	LEED Consulting	Owner		Owner			
6	LEED Certifications	Owner		Owner			
7	Water Connection Fees	Owner		Owner			
8	Tap Fees	Owner		Owner			
9	Meter Fees	Owner		Owner			
10	Capacity Fees (sanitary sewer)	Owner		Owner			
11	Contribution in Aid of Construction (CIAC) Fees	Owner		Owner			
12	Fire Line Connection and Service Fees	Owner		Owner			
13	City Site Plan Review	Owner		Owner			
14	Application for Water Service	Owner		Owner			
15	Application for Sanitary Sewer Service	Owner		Owner			
16	Multi-Modal Transportation Fees	Owner		Owner			
17	Traffic Operational/Access Mitigation	Owner		Owner			
18	Development of Regional Impact (DRI) Fees	Owner		Owner			
19	Concurrency Fees	Owner		Owner			
20	FAA Permits	Skanska	Skanska	Skanska			As Required for Cranes and Erection
21	Impact Fees	Owner		Owner			
22	Easements	Owner		Owner			
23	Off-Site Improvements / Upgrades	Owner		Owner			
24	After Hours or 24-Hour Security Guards	Owner		Owner			
25	Building Permit	Owner		Owner			
26	Permit Expediter	Owner		Owner			
27	Design Fees	Skanska	Skanska	Skanska			
	a Architectural	Skanska	Skanska	Skanska			
	b MEP	Skanska	Skanska	Skanska			
	c Structural	Skanska	Skanska	Skanska			
	d Civil & Site	Skanska	Skanska	Skanska			
	e Landscape					N/A	
	f Misc. Design Services - Code Consultants, Code Required Energy Models, As Required	Skanska	Skanska	Skanska			
	g Code required Upgrades to Existing Facility	Owner		Owner			As Required
28	Design Add Services	Skanska		Skanska			
29	Design Manager	Skanska		Skanska			
30	Coordination of Owner Standards in Design	Skanska		Skanska			
31	State Fire Marshall Fees	Owner		Owner			
32	Fire Flow Tests	Owner		Owner			
33	Property Taxes, Business Operations Taxes, and All Other Property & Operational Taxes	Owner		Owner			
34	Public Agency Reviews	Owner		Owner			
35	Third Party Review of Chemical Handling Provisions	Owner		Owner			
36	Third Party & Agency Testing / Inspections	Owner		Owner			
37	Traffic Studies	Owner		Owner			
38	Commissioning Agent	Owner		Owner			
39	Enhanced Commissioning					N/A	

Project Budget Responsibility Matrix
TCC Early Release Phase Meeting Rooms Renovation
July 23, 2021

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#	Scope of Work	Budget	Design	Purchase	Install	N/A	Comments
40	Commissioning Assistance	Skanska		Skanska			
41	CCIP	Skanska		Skanska			
42	General Liability Insurance					N/A	
43	Professional Liability	Skanska		Skanska			
44	Pollution Liability	Skanska		Skanska			
45	Builders Risk Insurance	Skanska		Owner			
46	Builders Risk Deductible Costs	Owner		Owner			
47	Subcontractor Default Insurance (SDI)	Skanska		Skanska			
48	Skanska Payment & Performance Bond	Skanska		Skanska			
49	Skanska Corporate Guarantee					N/A	
50	Off Site Mock-Ups					N/A	
51	Off Site Testing (To Meet Local AHD's, etc.)					N/A	
52	Temporary Parking Locations					N/A	
53	Relocation Expenses - Furnishings, Equipment, Etc.	Owner		Owner			
54	Previously Incurred Project Costs	Owner		Owner			
55	Program Manager Costs	Owner		Owner			
56	FF&E Budget	Owner		Owner			
57	BIM / VDC Requirements	Skanska		Skanska			Revit Design Model Only
58	Contingencies:	Owner		Owner			
a	Owner/Project Contingency	Owner		Owner			
b	Design Contingency	Skanska		Skanska			
c	Construction Contingency	Skanska		Skanska			
d	Estimating Contingency	Skanska		Skanska			
e	Escalation Contingency	Owner		Owner			
59	Misc. Owner Costs Not Otherwise Listed	Owner		Owner			
60	Army Core Engineer Review	Owner		Owner			
DIVISION 02 - EXISTING CONDITIONS							
60	Civil/Site Surveys	Owner		Owner			Ground Topography per the Initial Services Agreement (I.S.A.)
61	Geotechnical Surveys	Owner		Owner		N/A	
62	Environmental Surveys	Owner		Owner			
63	Archeology Surveys / Studies					N/A	
64	Soil Borings, Testing & Reports	Owner		Owner			
65	Testing and/or Vibration Monitoring of Foundations	Owner		Owner			
66	Site Demolition	Skanska		Skanska			
67	Building Demolition	Skanska		Skanska			
68	Selective Demolition	Skanska		Skanska			
69	Rock Excavation					N/A	
70	Unforeseen Conditions / Site Remediation	Owner		Owner			
71	Testing / Removals of Unsuitable or Contaminated Soils	Owner		Owner			
72	Hazardous Materials Inspections / Testing	Owner		Owner			
73	Radon Testing and/or Mitigation	Owner		Owner			
72	Modifications to Existing Incoming Utility Services (Increased or Adjusted Capacities)	Owner		Owner			
73	Contaminated Groundwater Handling / Abatement	Owner		Owner			
74	Hazardous Materials Handling / Abatement	Owner		Owner			
DIVISION 03 - CONCRETE							
75	Cast in Place Concrete	Skanska	Skanska	Skanska	Skanska		
76	Precast Concrete - Architectural	Skanska	Skanska	Skanska	Skanska		
77	Precast Concrete - Structural					N/A	

Project Budget Responsibility Matrix
TCC Early Release Phase Meeting Rooms Renovation
July 23, 2021

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#	Scope of Work	Budget	Design	Purchase	Install	N/A	Comments
DIVISION 04 - MASONRY							
78	CMU	Skanska	Skanska	Skanska	Skanska		
79	Brick					N/A	
DIVISION 05 - METALS							
80	Structural Steel	Skanska	Skanska	Skanska	Skanska		If Applicable
81	Unistrut Type Supports	Skanska	Skanska	Skanska	Skanska		If Applicable
82	Pipe Grid Type Supports	Skanska	Skanska	Skanska	Skanska		
83	Catwalks					N/A	
84	Operable Partition Supports	Skanska	Skanska	Skanska	Skanska		
85	Misc. Metals	Skanska	Skanska	Skanska	Skanska		
86	Railings	Skanska	Skanska	Skanska	Skanska		
87	Decorative Metals	Skanska	Skanska	Skanska	Skanska		
DIVISION 06 - WOOD & PLASTIC							
88	Reception Desks					N/A	
89	Decorative Wall Features					N/A	
90	Cabinets					N/A	
91	Countertops	Skanska	Skanska	Skanska	Skanska		
DIVISION 07 - THERMAL & MOISTURE PROTECTION							
85	Roofing	Skanska	Skanska	Skanska	Skanska		
86	Waterproofing	Skanska	Skanska	Skanska	Skanska		
86	Air Barriers	Skanska	Skanska	Skanska	Skanska		
87	Insulation	Skanska	Skanska	Skanska	Skanska		
87	Caulking	Skanska	Skanska	Skanska	Skanska		
DIVISION 08 - OPENINGS							
88	Exterior Glass	Skanska	Skanska	Skanska	Skanska		
89	Entry Doors	Skanska	Skanska	Skanska	Skanska		Entry Doors at New Terraces Only
90	Revolving Doors					N/A	
91	Interior Doors & Frames	Skanska	Skanska	Skanska	Skanska		
92	Door Hardware	Skanska	Skanska	Skanska	Skanska		
93	Overhead Doors					N/A	
94	Door Keying	Skanska	Skanska	Skanska	Skanska		
95	Interior Glass & Glazing	Skanska	Skanska	Skanska	Skanska		
96	Unframed Mirrors					N/A	
DIVISION 09 - FINISHES							
97	Carpet	Skanska	Skanska	Skanska	Skanska		
98	Tile	Skanska	Skanska	Skanska	Skanska		
98	Paint	Skanska	Skanska	Skanska	Skanska		
99	Wall Coverings	Skanska	Skanska	Skanska	Skanska		
100	Acoustical Ceilings						
a	Grid	Skanska	Skanska	Skanska	Skanska		
b	Tiles	Skanska	Skanska	Skanska	Skanska		
101	Acoustical Wall Panels	Skanska	Skanska	Skanska	Skanska		
102	Acoustical Ceiling Treatments, Baffles, Etc.	Skanska	Skanska	Skanska	Skanska		If Applicable
103	Theming or Branding Finishes	Owner	Owner	Owner	Owner		If Applicable

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#	Scope of Work	Budget	Design	Purchase	Install	N/A	Comments
DIVISION 10 - SPECIALTIES							
104	Lockers & Locker Benches					N/A	
105	Life Safety / Code Signage	Skanska	Skanska	Skanska	Skanska		
106	Interior Room ID Signage	Owner	Owner	Owner	Owner		If Applicable
107	Building ID Signage	Owner	Owner	Owner	Owner		As Required by Code
108	Site Signage	Owner	Owner	Owner	Owner		If Applicable
109	Wayfinding/Directories Signage	Owner	Owner	Owner	Owner		
110	Movable Shelving	Owner	Owner	Owner	Owner		
111	Storage Shelving - Wall Shelving at Housekeeping Closets	Owner	Owner	Owner	Owner		
112	Fixed Shelving	Owner	Owner	Owner	Owner		
113	Specialty Type Storage Shelving and/or Racks						
a	Gift Shop Shelving	Owner	Owner	Owner	Owner		
b	Book Cases/Shelves (Offices, etc.)	Owner	Owner	Owner	Owner		
c	Rail Mounted Bin System	Owner	Owner	Owner	Owner		
d	High Density Clinical Supply Storage	Owner	Owner	Owner	Owner		
e	High Density Non-Clinical Supply Storage (Mechanical Assist)	Owner	Owner	Owner	Owner		
f	Steel Shelving, Industrial (Dock, Anchored, etc.)	Owner	Owner	Owner	Owner		
114	Miscellaneous Toilet Specialties						
a	Toilet Partitions	Skanska	Skanska	Skanska	Skanska		
b	Urinal Screens	Skanska	Skanska	Skanska	Skanska		
115	Miscellaneous Toilet Accessories						
a	Coat Hook	Skanska	Skanska	Skanska	Skanska		
b	Feminine Hygiene Dispenser	Skanska	Skanska	Skanska	Skanska		
c	Feminine Hygiene Disposal Container	Skanska	Skanska	Skanska	Skanska		
d	Grab Bars	Skanska	Skanska	Skanska	Skanska		
e	Hand Dryer					N/A	
f	Paper Towel Dispenser	Skanska	Skanska	Skanska	Skanska		
g	Shelf - Patient Toilet Room	Skanska	Skanska	Skanska	Skanska		
h	Shelf - Personal Hygiene - Toilet Room	Skanska	Skanska	Skanska	Skanska		
j	Soap Dispenser/ Hand Gel	Skanska	Skanska	Skanska	Skanska		
k	Toilet Paper Dispenser	Skanska	Skanska	Skanska	Skanska		
l	Toilet Seat Cover Dispenser	Skanska	Skanska	Skanska	Skanska		
m	Facial Tissue Dispenser	Skanska	Skanska	Skanska	Skanska		
116	Bath/Shower Accessories						
a	Shower Curtain Track					N/A	
b	Shower Curtains					N/A	
117	Framed Mirrors	Skanska	Skanska	Skanska	Skanska		
118	Fire Extinguishers, Fire Extinguisher Cabinets & Fire Hose Cabinets	Skanska	Skanska	Skanska	Skanska		
119	Wall Protection & Corner Guards						
a	Bumper Rails	Skanska	Skanska	Skanska	Skanska		3" Rubber Bumper
b	Corner Guards	Skanska	Skanska	Skanska	Skanska		At New Interior Wall Openings Only
c	Kick Plate	Skanska	Skanska	Skanska	Skanska		
d	Hand Rail	Skanska	Skanska	Skanska	Skanska		
e	Rails, Accessory Wall Tracks					N/A	
120	Demountable Partitions						
a	Cubicles, Furniture, Etc.					N/A	
b	Demising Walls					N/A	
121	Baby Changing Stations	Skanska	Skanska	Skanska	Skanska		
122	Mop & Broom Holders	Skanska	Skanska	Skanska	Skanska		
123	Washer & Dryer (Mop Heads or Family Laundry)	Owner	Owner	Owner	Owner		
124	Housekeeping Carts						

Project Budget Responsibility Matrix
 TCC Early Release Phase Meeting Rooms Renovation
 July 23, 2021

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#	Scope of Work	Budget	Design	Purchase	Install	N/A	Comments
a	Linen Trucks (Outside Service Provided)	Owner	Owner	Owner	Owner		
b	Storage Cart	Owner	Owner	Owner	Owner		
c	Dietary Carts (Chilled carts)					N/A	
125	Floor Machines - Scrubbers, Buffers, Vacuums, Etc.					N/A	
126	Initial Floor Wax / Sealing					N/A	
DIVISION 11 - EQUIPMENT							
127	Parking Control Equipment	N/A	N/A	N/A	N/A		ParkMobile Relocation
128	Waste Handling Equipment - Trash Bins, Carts, Dumpsters, Etc.						
a	Compactors - External					N/A	
129	Trash Chutes					N/A	
130	First Aid Equipment					N/A	
131	Stage Equipment					N/A	
132	Kitchen/Food Service Equipment						
a	Cash Register (Food Service Only)					N/A	
b	Counters/Cabinets					N/A	
c	Custom Casework in Cafeteria (Serving Line, Condiment Stand etc.)					N/A	
d	Food Preparation Appliances					N/A	
e	Point of Sale Stations					N/A	
f	Drink Dispensers (Coffee, Ice Tea, Soda, Juice)					N/A	
g	Small wares					N/A	
h	Refrigerators / Freezers - Walk In					N/A	
i	Cash Drawer					N/A	
133	Cold Equipment						
a	Ice Machines & Freezers					N/A	
134	Misc. Equipment					N/A	
135	Vending Machines and Concessions					N/A	
136	Loading Dock Equipment / Dock Levelers						
a	Dock Equipment (Movable)					N/A	
b	Dock Levelers					N/A	
c	Dock Bumpers					N/A	
d	Dock Seals					N/A	
e	Dock Canopy					N/A	
137	Portable & Movable Posts & Barriers					N/A	
138	Kiosks/ ATM					N/A	
139	Turnstiles					N/A	
140	Printers, Fax Machines, Copiers, Computers, Etc.					N/A	
141	Lab Equipment						
a	Analyzers					N/A	
b	Centrifuge					N/A	
c	Cryostat					N/A	
d	Freezer, Ultra Low					N/A	
e	Hood - Laminar Flow or Biological Safety Cabinet					N/A	
f	Hood - Fume / Ducted					N/A	
g	Incubator- Lab					N/A	
h	Refrigerator/Freezer					N/A	
i	Refrigerator - Blood Bank					N/A	
j	Walk-In Refrigerator					N/A	
k	O2 Tank Racks (movable) and Cylinder Carts					N/A	
l	Tank, Large Cylinder Fixed Restraints/Mounts					N/A	

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#	Scope of Work	Budget	Design	Purchase	Install	N/A	Comments
DIVISION 12 - FURNISHINGS							
141	Furniture						
a	Tables	Owner	Owner	Owner	Owner		
b	Loose Seating	Owner	Owner	Owner	Owner		
c	Beds - Residential Furniture Type, and Mattresses					N/A	
d	File Cabinet					N/A	
e	Lobby/Waiting Room Furniture					N/A	
f	Seating - Chairs/Recliners/Sofas	Owner	Owner	Owner	Owner		
142	Fixed Seating					N/A	
143	Booths / Banquettes					N/A	
144	Movable Light Fixtures - Lamps, Etc.					N/A	
145	Residential Appliances						
a	Refrigerators					N/A	
b	Dishwashers					N/A	
c	Microwaves					N/A	
d	Ovens/Stoves					N/A	
e	Coffee Makers					N/A	
f	Ice Maker/Dispenser - Countertop					N/A	
g	Ice Maker/Dispenser - Filters					N/A	
146	Operable Partitions	Skanska	Skanska	Skanska	Skanska		
147	Operable Partition Finishes / Coverings	Skanska	Skanska	Skanska	Skanska		
148	Window Treatments						
a	Blinds - Integral					N/A	
b	Mecho Shades	Skanska	Skanska	Skanska	Skanska		
c	Window Treatments (Curtains / Valences etc.)					N/A	
149	Blind / Shade Pockets					N/A	
150	Entry Mats - Recessed					N/A	
151	Entry Mats - Surface Mats					N/A	
152	Office Furniture						
a	Conference Room - Table/Seating					N/A	
b	Modular Furniture - Offices					N/A	
c	Seating - Task Chairs / Guest Chairs / Office Chairs					N/A	
153	Washers & Dryers					N/A	
154	Visual Display Boards						
a	Bulletins/Magnetic/White Boards/Etc.					N/A	
b	Bulletins/Magnetic/White Boards/Etc. - Customized Logo					N/A	
c	Specialty Marker Board					N/A	
d	Specialty Marker Board - Customized Logo					N/A	
155	Planters						
a	Planters - Movable					N/A	
b	Planters - Fixed					N/A	
156	Waste Receptacles						
a	Waste Bins - Biohazard					N/A	
b	Waste Receptacles - Built-in					N/A	
c	Waste Receptacles - Exterior	Owner	Owner	Owner	Owner		If Applicable
d	Waste Receptacles - Non-Clinical	Owner	Owner	Owner	Owner		If Applicable
e	Waste Receptacles - Decorative Freestanding Public areas	Owner	Owner	Owner	Owner		If Applicable
f	Waste Receptacles - Recycling	Owner	Owner	Owner	Owner		If Applicable
g	Waste Receptacles - Secure/Privacy (Shred-it Bins)					N/A	
157	TV's, TV Mounts, Etc.	Owner	Owner	Owner	Owner		If Applicable

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#	Scope of Work	Budget	Design	Purchase	Install	N/A	Comments
158	In-Wall Supports for TV's, Monitors, Etc.	Owner	Owner	Owner	Owner		If Applicable
159	Clocks	Owner	Owner	Owner	Owner		If Applicable
160	Curtains						
a	Cubicle Curtain Track					N/A	
b	Cubicle Curtains					N/A	
161	Artwork	Owner	Owner	Owner	Owner		If Applicable
162	Trash Compactors					N/A	
163	Trash Compactor Rails					N/A	
164	Bollards	Skanska	Skanska	Skanska	Skanska	Skanska	At Riverwalk Only
DIVISION 13 - SPECIAL CONSTRUCTION							
165	Fit-Out Allowances					N/A	
166	Canopies					N/A	
167	Pools / Spas					N/A	
168	Window Washing / Maintenance Equipment	Owner	Owner	Owner	Owner		If Applicable
169	Window Washing / Maintenance Anchors	Skanska	Skanska	Skanska	Skanska		
170	Building Maintenance Units					N/A	
DIVISION 14 - CONVEYING SYSTEMS							
171	Elevators - Passenger					N/A	
172	Elevators - Service					N/A	
173	Elevator Cab Finishes - Floors, Walls & Ceilings					N/A	
174	Elevator Cab Finishes - Lighting					N/A	
175	Elevator Cab Upgrades - Floors, Walls & Ceilings					N/A	
176	Elevator Cab Upgrades - Lighting					N/A	
177	Elevator Cab Upgrades - Doors, Door Frames & Sills					N/A	
178	Custom Call Numbers / Lanterns / Buttons					N/A	
179	Elevator Telephone					N/A	
DIVISION 22 - FIRE SUPPRESSION							
180	Fire Sprinkler System - Wet Pipe	Skanska	Skanska	Skanska	Skanska		
181	Fire Sprinkler System - Dry Pipe					N/A	
182	Pressure Tests	Owner	Owner	Owner	Owner		
183	Fire Pump / Modifications to Existing Pressure / Flow	Owner	Owner	Owner	Owner		
184	Specialty fire suppression systems - Deluge, Pre-action, Chemical, Etc.	Skanska	Skanska	Skanska	Skanska		Curtainwall at Corridor Only
DIVISION 23 - PLUMBING							
185	Plumbing	Skanska	Skanska	Skanska	Skanska		
186	Water Closets and Urinals	Skanska	Skanska	Skanska	Skanska		
187	Lavatory w/trim	Skanska	Skanska	Skanska	Skanska		
188	Kitchen sink w/trim					N/A	
189	Service sink w/trim	Skanska	Skanska	Skanska	Skanska		If Applicable
190	Water cooler	Skanska	Skanska	Skanska	Skanska		If Applicable
191	Vacuum Systems					N/A	
192	Grease Traps					N/A	
193	Compressed Air Systems					N/A	
DIVISION 25 - HVAC							
194	Kitchen Hoods					N/A	
195	Kitchen Hoods Exhaust					N/A	

Project Budget Responsibility Matrix
TCC Early Release Phase Meeting Rooms Renovation
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#	Scope of Work	Budget	Design	Purchase	Install	N/A	Comments
196	HVAC	Skanska	Skanska	Skanska	Skanska		
197	Exhaust Ventilation	Skanska	Skanska	Skanska	Skanska		
DIVISION 26 - ELECTRICAL							
198	Primary Building Transformer & Feed	Owner	Owner	Owner	Owner		By Utility Company
199	Demolition and/or Relocation of Existing Transformers	Owner	Owner	Owner	Owner		By Utility Company
200	Remove / Relocation OH Power	Owner	Owner	Owner	Owner		By Utility Company
201	Remove / Relocation OH Phone / Data	Owner	Owner	Owner	Owner		By Utility Company
202	Secondary Feed From Transformer to Building					N/A	Within 100'
203	Emergency Generator					N/A	
204	Emergency Generator - Fuel					N/A	
205	Power Distribution	Skanska	Skanska	Skanska	Skanska		
206	Specialty Power					N/A	
207	Light Fixtures - Code Compliance	Skanska	Skanska	Skanska	Skanska		
208	Light Fixtures - General Illumination	Skanska	Skanska	Skanska	Skanska		
209	Light Fixtures - Task Lighting					N/A	
210	Light Fixtures - Plugin	Owner	Owner	Owner	Owner		
211	Chandeliers					N/A	
212	Lightning Protection	Skanska	Skanska	Skanska	Skanska		New Expansion Only
213	Street Lighting					N/A	
214	Parking Lot Lighting					N/A	
215	Landscape Lighting					N/A	
DIVISION 27 & 28 - LOW VOLTAGE SYSTEMS							
VOICE AND DATA SYSTEMS							
216	Raceways	Skanska	Skanska	Skanska	Skanska		Conduit stubs, j-hooks, boxes, cable tray, etc.
217	Inside Premise Wiring	Skanska	Skanska	Skanska	Skanska		Structured cabling system
218	Outside premise wiring from service providers	Owner	Owner	Owner	Owner		Fiber and copper for services
219	Patching of voice lines	Owner	Owner	Owner	Owner		Patching at patch panel and work areas
220	Phone switch	Owner	Owner	Owner	Owner		Equipment selection, sizing, equipment layout, RFP
221	Network electronics	Owner	Owner	Owner	Owner		Equipment selection, sizing, equipment layout, RFP
TELECOM ROOM OUTFIT							
222	Plywood and wall sleeves	Skanska	Skanska	Skanska	Skanska		If Applicable
223	Grounding system	Skanska	Skanska	Skanska	Skanska		Ground bar and ground bus, if applicable.
224	Racks, wire managers, and ladder tray	Skanska	Skanska	Skanska	Skanska		Racks and all passive elements, if applicable.
225	Patch panels, patch cords, cross connects.	Owner	Owner	Owner	Owner		Active electronics, pbx, phones, and computers are to be by owner
CATV DISTRIBUTION AND DIGITAL SIGNAGE							
226	Raceways	Owner	Owner	Owner	Owner		
227	Inside premise wiring	Owner	Owner	Owner	Owner		
228	Distribution devices	Owner	Owner	Owner	Owner		
229	Displays for digital signage	Owner	Owner	Owner	Owner		
230	Mounts for TVs	Owner	Owner	Owner	Owner		
a	TV Mounts	Owner	Owner	Owner	Owner		
b	Healthcare Grade TV's for Patient Rooms	Owner	Owner	Owner	Owner		
c	All TV Mounting Hardware	Owner	Owner	Owner	Owner		
d	TV's for Common Areas	Owner	Owner	Owner	Owner		
e	Displays for Digital Signage	Owner	Owner	Owner	Owner		
f	Blocking for All Displays	Owner	Owner	Owner	Owner		

Project Budget Responsibility Matrix
TCC Early Release Phase Meeting Rooms Renovation
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#	Scope of Work	Budget	Design	Purchase	Install	N/A	Comments
g	120 VAC Power circuits for displays and TV's	Owner	Owner	Owner	Owner		
h	CATV/ MATV Cable Distribution	Owner	Owner	Owner	Owner		
i	CATV/ MATV Cable Distribution - Rough In	Owner	Owner	Owner	Owner		
j	TV - Rough-In	Owner	Owner	Owner	Owner		
k	TV Antenna/Cable Headend	Owner	Owner	Owner	Owner		
AV SYSTEMS							
231	Raceways	Owner	Owner	Owner	Owner		
232	Inside premise wiring	Owner	Owner	Owner	Owner		
233	Active electronics	Owner	Owner	Owner	Owner		
234	Projectors, Projector Mounts & Projection Screens						
a	Large Screen Monitors	Owner	Owner	Owner	Owner		
b	Large Screen Monitors Mounting Hardware	Owner	Owner	Owner	Owner		
c	Projection Screens - Manual	Owner	Owner	Owner	Owner		
d	Projection Screens - Motorized	Owner	Owner	Owner	Owner		
e	Audio Visual Projectors - Fixed	Owner	Owner	Owner	Owner		
f	Audio Visual Projectors - Moveable	Owner	Owner	Owner	Owner		
g	IP Speakers	Owner	Owner	Owner	Owner		
h	Video Conferencing Cameras	Owner	Owner	Owner	Owner		
i	Presentation Lecterns - Mobile	Owner	Owner	Owner	Owner		
j	Conference Room Control Panels	Owner	Owner	Owner	Owner		
k	Audio Visual Wall Rough-In Boxes and Conduit Stub Ups	Owner	Owner	Owner	Owner		Conduit, boxes, cable tray, etc.
l	Audio Visual Floor Rough-in Boxes	Owner	Owner	Owner	Owner		
m	Audio Visual Conduit from Floor Rough-in Boxes to Accessible Locations	Owner	Owner	Owner	Owner		
n	120 VAC Power circuits for displays, projectors, Motorized Screens, Projector Lifts, Etc....	Owner	Owner	Owner	Owner		
o	Room scheduling/signage devices, raceways, and wiring.	Skanska	Skanska	Skanska	Skanska		Crestron
SECURITY SYSTEMS - CARD ACCESS							
234	Raceways	Skanska	Skanska	Skanska	Skanska		Conduit stubs, j-hooks, boxes, cable tray, etc.
235	Inside premise wiring	Skanska	Skanska	Skanska	Skanska		Cables for card access system
236	Active electronics	Skanska	Skanska	Skanska	Skanska		Access control panels, reader
237	Locking devices	Skanska	Skanska	Skanska	Skanska		
238	System programming - basic	Owner	Owner	Owner	Owner		Basis card access programming, panel names, readers, etc.
239	System programming - user access	Owner	Owner	Owner	Owner		Access profiles for card holders, etc.
240	Computers for card access	Owner	Owner	Owner	Owner		
CCTV SYSTEM							
241	Raceways	Skanska	Skanska	Skanska	Skanska		Conduit stubs, j-hooks, boxes, cable tray, etc. Interior new expansion only. Excludes exterior cameras.
242	Inside premise wiring	Skanska	Skanska	Skanska	Skanska		Interior new expansion only. Excludes exterior cameras.
243	Cameras	Skanska	Skanska	Skanska	Skanska		Interior new expansion only. Excludes exterior cameras.
244	Computers for CCTV	Owner	Owner	Owner	Owner		Recorders and workstations for CCTV system
EMERGENCY POWER BACKUP (UPS) FOR ACTIVE EQUIPMENT							
245	Power wiring	Owner	Owner	Owner	Owner		
246	Active equipment-small units	Skanska	Skanska	Skanska	Skanska		Rack mounted UPS
FIRE ALARM AND BUILDING MANAGEMENT SYSTEM							
247	Raceways and wiring	Skanska	Skanska	Skanska	Skanska		Conduit, cables, patch panels, cable tray outlets, etc.
248	Active electronics	Skanska	Skanska	Skanska	Skanska		Data gathering panels, sensors, etc.

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#	Scope of Work	Budget	Design	Purchase	Install	N/A	Comments
DISTRIBUTED ANTENNA SYSTEM (LIFE SAFETY AND CELL PHONE)							
249	Raceways and wiring	Owner	Owner	Owner	Owner		
250	Inside premise wiring	Owner	Owner	Owner	Owner		Coax cable, grounding
251	Active electronics	Owner	Owner	Owner	Owner		Head end system and antennas
MISCELLANEOUS							
252	Duress Buttons	Owner	Owner	Owner	Owner		
253	Intercom	Owner	Owner	Owner	Owner		
254	Site Emergency Phones	Owner	Owner	Owner	Owner		
DIVISION 31 - EARTHWORK & UTILITIES							
255	Deep Foundations					N/A	
256	Earthwork / Grading	Skanska	Skanska	Skanska	Skanska		
257	Import Fill					N/A	
258	Site Utilities					N/A	
259	Utility Upgrades	Owner	Owner	Owner	Owner		If Applicable, Assume Existing has Capacity
260	NPDES Monitoring	Skanska	Skanska	Skanska	Skanska		If Applicable
261	NPDES Maintenance	Skanska	Skanska	Skanska	Skanska		If Applicable
262	Site Signage					N/A	
263	Site Signage Supports & Hook-Ups	Skanska		Skanska	Skanska		
264	Directional / Traffic Signage & Striping	Skanska		Skanska	Skanska		
265	Remove / Relocate Existing Utilities					N/A	
266	Temporary Dewatering					N/A	
267	Permanent Dewatering					N/A	
268	Oil Separator					N/A	
269	Grinder Pump / Lift Station					N/A	
270	Deceleration / Acceleration Lanes					N/A	
DIVISION 32 - EXTERIOR IMPROVEMENTS							
271	Hardscapes - Sidewalks, Stern Walls, Pavers, Etc.	Skanska	Skanska	Skanska	Skanska		
272	Landscaping					N/A	
273	Irrigation					N/A	
274	Site Furnishings - Trash Cans, Planters, Bike Racks, Benches, Chairs, Tree Grates, Flag Poles, Etc.					N/A	
275	Fountains / Water Features					N/A	
276	Grounds & Maintenance Equipment					N/A	
277	Arborist					N/A	
278	Tree Re-compense Fees					N/A	

3 - Appendices

City of Tampa – Tampa Convention Center Improvements
GMP 2 – GMP Deliverable
August 9, 2021

Project Schedule

Refer to attachment.

Tampa Convention Center_CURRENT

Overall Schedule

Data Date: 28-Jul-21 Data Printed: 28-Jul-21

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	2021												2022												2023											
						J	J	A	S	O	N	D	J	J	A	S	O	N	D	J	J	A	S	O	N	D															
Tampa Convention Center_CURRENT		548d	472d	05-Apr-21 A	19-May-23																																				
Milestones		498d	464d	15-Jun-21 A	19-May-23																																				
MILE-008	GMP 2 100% Construction Documents Issued To Skanska	0d	0d		15-Jun-21 A	◆ GMP 2 100% Construction Documents Issued To Skanska																																			
MILE-018	Draft GMP Issued By Skanska	0d	0d		23-Jul-21 A	◆ Draft GMP Issued By Skanska																																			
MILE-019	Final GMP Issued By Skanska	0d	0d		09-Aug-21	◆ Final GMP Issued By Skanska																																			
MILE-017	Final GMP Approval - By City Of Tampa	0d	0d		26-Aug-21	◆ Final GMP Approval - By City Of Tampa																																			
MILE-004	Issue Notice To Proceed - By City Of Tampa	0d	0d		24-Sep-21	◆ Issue Notice To Proceed - By City Of Tampa																																			
MILE-010	Construction Start	0d	0d	12-Oct-21		◆ Construction Start																																			
MILE-015	Steel Installation Start	0d	0d	04-Apr-22		◆ Steel Installation Start																																			
MILE-014	Structure Topped-Out - Col Line 9 - 12.3	0d	0d		13-Jul-22	◆ Structure Topped-Out - Col Line 9 - 12.3																																			
MILE-016	Structure Topped-Out - Col Line 12.3 - 15.7	0d	0d		15-Aug-22	◆ Structure Topped-Out - Col Line 12.3 - 15.7																																			
MILE-005	Structure Topped-Out - Col Line 15.7 - 19	0d	0d		12-Sep-22	◆ Structure Topped-Out - Col Line 15.7 - 19																																			
MILE-012	Envelope Dried-In - Col Line 9 - 12.3	0d	0d		12-Sep-22	◆ Envelope Dried-In - Col Line 9 - 12.3																																			
MILE-013	Envelope Dried-In - Col Line 12.3 - 15.7	0d	0d		06-Oct-22	◆ Envelope Dried-In - Col Line 12.3 - 15.7																																			
MILE-011	Envelope Dried-In - Col Line 15.7 - 19	0d	0d		02-Nov-22	◆ Envelope Dried-In - Col Line 15.7 - 19																																			
MILE-009	Substantial Completion	0d	0d		19-May-23	◆ Substantial Completion																																			
Scheduled Events		466d	430d	13-May-21 A	01-Oct-22	01-Oct-22, Scheduled Events																																			
EVE-1004	SOFIC 2021	10d	0d	13-May-21 A	22-May-21 A	SOFIC 2021																																			
EVE-1005	Advanced Placement (AP) Reading 2021	27d	0d	22-May-21 A	17-Jun-21 A	Advanced Placement (AP) Reading 2021																																			
EVE-1006	METROCON - Annual Convention	6d	0d	21-Jul-21 A	26-Jul-21 A	METROCON - Annual Convention																																			
EVE-1007	FL Board of Bar Examiners - Florida Bar Exams	6d	2d	23-Jul-21 A	30-Jul-21	FL Board of Bar Examiners - Florida Bar Exams																																			
EVE-1008	Tampa Bay Comic Convention	4d	4d	29-Jul-21*	01-Aug-21	Tampa Bay Comic Convention																																			
EVE-1009	Tampa Boat Show 2021	7d	7d	07-Sep-21*	13-Sep-21	Tampa Boat Show 2021																																			
EVE-1010	IBEX 2021	10d	10d	24-Sep-21*	03-Oct-21	IBEX 2021																																			
EVE-1011	EventFest - Gasparilla Brunch 2022	1d	1d	29-Jan-22*	29-Jan-22	EventFest - Gasparilla Brunch 2022																																			
EVE-1012	FL Board of Bar Examiners - Florida Bar Exams	5d	5d	21-Feb-22*	25-Feb-22	FL Board of Bar Examiners - Florida Bar Exams																																			
EVE-1013	SEC Men's Basketball Tournament	9d	9d	06-Mar-22*	14-Mar-22	SEC Men's Basketball Tournament																																			
EVE-1014	SOFIC 2022	10d	10d	12-May-22*	21-May-22	SOFIC 2022																																			
EVE-1015	Advanced Placement (AP) Reading 2022	22d	22d	26-May-22*	16-Jun-22	Advanced Placement (AP) Reading 2022																																			
EVE-1016	FL Board of Bar Examiners - Florida Bar Exams	5d	5d	25-Jul-22*	29-Jul-22	FL Board of Bar Examiners - Florida Bar Exams																																			
EVE-1017	Tampa Boat Show 2022	7d	7d	06-Sep-22*	12-Sep-22	Tampa Boat Show 2022																																			
EVE-1018	IBEX 2022	9d	9d	23-Sep-22*	01-Oct-22	IBEX 2022																																			
New Meeting Rooms & Renovations		515d	442d	05-Apr-21 A	07-Apr-23	07-Apr-23, New Meeting Rooms & Renovations																																			
Design		40d	0d	05-Apr-21 A	15-Jun-21 A	15-Jun-21 A, Design																																			
Construction Documents		40d	0d	05-Apr-21 A	15-Jun-21 A	15-Jun-21 A, Construction Documents																																			
DES-1003	100% Construction Documents	40d	0d	05-Apr-21 A	15-Jun-21 A	100% Construction Documents																																			
DES-1060	GMP 2 Design Set Issue	0d	0d		15-Jun-21 A	◆ GMP 2 Design Set Issue																																			
Pre-Construction		73d	41d	14-Jun-21 A	24-Sep-21	24-Sep-21, Pre-Construction																																			
GMP 2		73d	41d	14-Jun-21 A	24-Sep-21	24-Sep-21, GMP 2																																			
PRE-1003	Skanska Review Drawings Package	5d	0d	14-Jun-21 A	21-Jun-21 A	Skanska Review Drawings Package																																			
PRE-1004	Issue Drawings For Pricing	1d	0d	15-Jun-21 A	16-Jun-21 A	Issue Drawings For Pricing																																			
PRE-1005	Market Pricing	20d	0d	17-Jun-21 A	16-Jul-21 A	Market Pricing																																			
DES-1004	Permitting - New Meeting Rooms & Renovations	60d	33d	21-Jun-21 A	14-Sep-21	Permitting - New Meeting Rooms & Renovations																																			
PRE-1006	Leveling & GMP Draft Submission By Skanska	5d	0d	19-Jul-21 A	23-Jul-21 A	Leveling & GMP Draft Submission By Skanska																																			

Remaining Level of Effort Actual Work Critical Remaining Work Summary
 Actual Level of Effort Remaining Work Milestone

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	2021												2022												2023																	
						J				J				J				J				J				J				J				J				J									
						A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J
Interior Renovations																																															
Col Lines 9 - 12.3						318d	318d	02-Dec-21	07-Apr-23																																						
Office Level						76d	76d	19-Jul-22	08-Dec-22																																						
CN-1226	Layout For Walls	3d	3d	19-Jul-22	21-Jul-22																																										
CN-1227	Install Top & Bottom Track	2d	2d	21-Jul-22	22-Jul-22																																										
CN-1228	Wall Framing & Door Frames	8d	8d	01-Aug-22	10-Aug-22																																										
CN-1229	Frame Hard Ceiling & Soffits	14d	14d	11-Aug-22	30-Aug-22																																										
CN-1230	MEP / FP Rough - Walls & Ceilings	10d	10d	24-Aug-22	07-Sep-22																																										
CN-2039	Install Expansion Joint	4d	4d	25-Aug-22	30-Aug-22																																										
CN-1232	MEP / Framing Inspection	3d	3d	06-Sep-22	08-Sep-22																																										
CN-1231	Install Top Track For Operable Partitions	3d	3d	08-Sep-22	12-Sep-22																																										
CN-1242	Above Ceiling Inspection	3d	3d	08-Sep-22	12-Sep-22																																										
CN-1233	Hang / Finish Walls & Soffits	18d	18d	13-Sep-22	06-Oct-22																																										
CN-1234	Prime & First Coat	2d	2d	06-Oct-22	07-Oct-22																																										
CN-1235	Install ACT Wall Molding	2d	2d	10-Oct-22	11-Oct-22																																										
CN-1239	Finish Pocket To Receive Operable Partition	4d	4d	10-Oct-22	13-Oct-22																																										
CN-1237	Install ACT Grid	5d	5d	12-Oct-22	18-Oct-22																																										
CN-1238	Install Diffusers / Lights In Grid	8d	8d	14-Oct-22	25-Oct-22																																										
CN-1240	Final Paint	2d	2d	14-Oct-22	17-Oct-22																																										
CN-1236	MEP / FP Drops To Ceiling Elevation	3d	3d	19-Oct-22	21-Oct-22																																										
CN-2232	Final Above Ceiling Inspection	2d	2d	24-Oct-22	25-Oct-22																																										
CN-1243	Install Remaining Ceiling Tile	5d	5d	26-Oct-22	01-Nov-22																																										
CN-2252	Install Carpet Tile	3d	3d	26-Oct-22	28-Oct-22																																										
CN-1241	Hang Operable Walls	5d	5d	31-Oct-22	04-Nov-22																																										
CN-2233	Construction Clean	3d	3d	07-Nov-22	09-Nov-22																																										
Convention Level						83d	83d	11-Aug-22	08-Dec-22																																						
CN-2040	Layout For Walls	3d	3d	11-Aug-22	15-Aug-22																																										
CN-2041	Install Top & Bottom Track	2d	2d	15-Aug-22	16-Aug-22																																										
CN-2042	Wall Framing & Door Frames	8d	8d	17-Aug-22	26-Aug-22																																										
CN-2059	Install Expansion Joint	4d	4d	23-Aug-22	26-Aug-22																																										
CN-2043	Frame Hard Ceiling & Soffits	14d	14d	29-Aug-22	16-Sep-22																																										
CN-2044	MEP / FP Rough - Walls & Ceilings	10d	10d	12-Sep-22	23-Sep-22																																										
CN-2046	MEP / Framing Inspection	3d	3d	22-Sep-22	26-Sep-22																																										
CN-2047	Install Top Track For Operable Partitions	3d	3d	26-Sep-22	28-Sep-22																																										
CN-2048	Above Ceiling Inspection	3d	3d	26-Sep-22	28-Sep-22																																										
CN-2049	Hang / Finish Walls & Soffits	18d	18d	07-Oct-22	01-Nov-22																																										
CN-2050	Prime & First Coat	2d	2d	02-Nov-22	03-Nov-22																																										
CN-2051	Install ACT Wall Molding	2d	2d	04-Nov-22	07-Nov-22																																										
CN-2056	Install ACT Grid	5d	5d	04-Nov-22	10-Nov-22																																										
CN-2052	Finish Pocket To Receive Operable Partition	4d	4d	04-Nov-22	09-Nov-22																																										
CN-2057	Install Diffusers / Lights In Grid	8d	8d	10-Nov-22	21-Nov-22																																										
CN-2054	Final Paint	2d	2d	10-Nov-22	11-Nov-22																																										
CN-2053	MEP / FP Drops To Ceiling Elevation	3d	3d	11-Nov-22	15-Nov-22																																										
CN-2249	Final Above Ceiling Inspection	2d	2d	16-Nov-22	17-Nov-22																																										

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City of Tampa – Tampa Convention Center Improvements
GMP 2 – GMP Deliverable
August 9, 2021

Tampa Convention Center Events Schedule

Refer to attachment

Month	Day	Event	Location	Time	Notes
Jan	1
Jan	2
Jan	3
Jan	4
Jan	5
Jan	6
Jan	7
Jan	8
Jan	9
Jan	10
Jan	11
Jan	12
Jan	13
Jan	14
Jan	15
Jan	16
Jan	17
Jan	18
Jan	19
Jan	20
Jan	21
Jan	22
Jan	23
Jan	24
Jan	25
Jan	26
Jan	27
Jan	28
Jan	29
Jan	30
Jan	31
Feb	1
Feb	2
Feb	3
Feb	4
Feb	5
Feb	6
Feb	7
Feb	8
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Feb	29
Mar	1
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Mar	28
Mar	29
Mar	30
Mar	31

Events Impacted by RW Closure - 9/1/21 through 9/30/21

Exhibit D-3

Riverwalk

Event ID	Description	In Date	Out Date	Status	RW
22282	Tampa Boat Show 2021	09/07/21	09/13/21	Confirmed (29)	RW for all contracted dates
19716	IBEX	09/24/21	10/03/21	Confirmed (29)	Need Dock Access
20933	METALCON International	Relocate	10/03/21	10/10/21	RW for Reception on 10/6
22182	Humane Society of Tampa Bay	Relocate	10/23/21	10/24/21	RW for Reception on 10/23
23427	NCSL Legislative Summit - National Conf	Relocate	10/31/21	11/05/21	RW for Reception on 11/3
23761	USDC - Investiture Ceremony	Relocate	12/10/21	12/10/21	RW for Reception on 12/10
21724	Tropical Plant Industry Expo TPIE	Relocate	01/15/22	01/22/22	RW for Reception on 1/19
20966	NATM	Relocate	01/30/22	02/03/22	RW for Reception on 2/1
20162	EventFest - Gasparilla Brunch	Relocate	01/29/22	01/29/22	RW for Brunch on 1/29
23777	Black Diamond B'Nai Mitzvah	Relocate	03/05/22	03/05/22	RW for Reception on 3/5
23263	NAPA	Relocate	04/02/22	04/06/22	RW for Reception on 4/2
21072	National Wood Flooring Association	Relocate	04/10/22	04/16/22	RW for Receptions on 4/12, 13, 15
19204	ASCRS 2022 Annual Convention	Relocate	04/27/22	05/04/22	RW for Reception on 4/30
22264	SOFIC	Relocate	05/12/22	05/21/22	RW for all contracted dates
21473	Metrocon Annual Convention	Relocate	07/13/22	07/18/22	RW for fire dance 7/14-16
22283	Tampa Boat Show 2021	Relocate	09/06/22	09/12/22	RW for all contracted dates
19818	IFDA Distribution Solutions Conference	Relocate	09/12/22	09/17/22	RW for Receptions on 9/14, 16
22223	Intl Boat Builders Exhibition & Conference - IBEX 2022	09/23/22	10/01/22	Confirm (29)	RW for all contracted dates

North Docks

Event ID	Description	In Date	Out Date	Status	
22282	Tampa Boat Show 2021	Demobilize	09/07/21	09/13/21	Confirmed (29)
19716	IBEX	Demobilize	09/24/21	10/03/21	Confirmed (29)
20162	EventFest - Gasparilla Brunch	Demobilize	01/29/22	01/29/22	Confirmed (29)
23263	NAPA	Demobilize	04/02/22	04/03/22	Confirmed (29)
22264	SOFIC	Demobilize	05/12/22	05/21/22	Confirmed (29)
22283	Tampa Boat Show 2022	Demobilize	09/06/22	09/12/22	Confirmed (29)
22223	Intl Boat Builders Exhibition & Conference	Demobilize	09/23/22	10/01/22	Confirm (29)

Front Drive

Event ID	Description	In Date	Out Date	Status	RW	
22282	Tampa Boat Show 2021	09/07/21	09/13/21	Confirmed (29)	Ride & Drives/Crane for Dock Splash	
21881	BayCare-Quality Sharing Day	09/14/21	09/15/21	Confirmed (29)	Mobile Clinic	
19716	IBEX 2021	09/24/21	10/03/21	Confirmed (29)	Exhibits/Crane for Dock Splash	
	No Ride & Drives					
22074	Tampa Bay New Car & Truck Show 2021	only MI/MO	11/15/21	11/23/21	Confirmed (29)	Ride & Drives/Vehicle move-in
	Skanska No					
22632	All State Hot Chocolate	Truck/Deliveries	12/17/21	12/19/21	Confirmed (29)	Race/Exhibits
	Skanska No					
19758	ATSSA Annual Convention & Traffic Expc	Truck/Deliveries	02/12/22	02/16/22	Confirmed (29)	Exhibits
	Skanska No					
20521	Publix Gasparilla Distance Classic Race	Truck/Deliveries	01/26/00	02/27/22	Confirmed (29)	Race/Exhibits
	Skanska No					
23263	National Association of Plan Advisors (N	Truck/Deliveries	04/02/22	04/06/22	Confirmed (29)	Reception
	Skanska No					
22264	SOFIC 2022	Truck/Deliveries	05/12/22	05/21/22	Confirmed (29)	Exhibits
21638	Summer Institutes 2022	Hotel Shuttles?	06/18/22	06/22/22	Confirmed (29)	Shuttles/Buses
22223	Intl Boat Builders Exhibition & Conference	Change Contract	09/23/22	10/01/22	Confirm (29)	Exhibits/Crane for Dock Splash

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Site Logistics Plan

Refer to attachment.

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City of Tampa – Tampa Convention Center Improvements
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August 9, 2021

CCIP Manual

Refer to attachment

SKANSKA

**Contractor
Controlled Insurance
Program (CCIP)**

2320008

**Tampa Convention
Center Improvements**

**Insurance Manual
Net Bid**

**333 S. Franklin St.
Tampa, FL 33602**

August 09, 2021



Alliant

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Introduction

Welcome to the Skanska USA Building Inc. Contractor Controlled Insurance Program (CCIP).

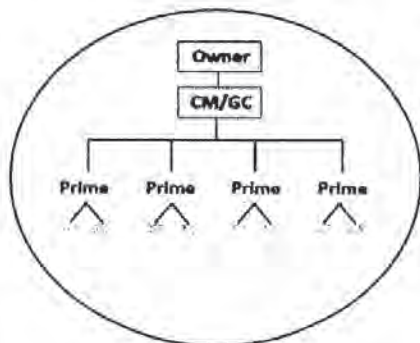
You should notify your insurer(s) to endorse your coverage to be excess and contingent over the CCIP coverage provided under this Program for on-site activities and the related costs. **Each Eligible bidder is required to bid without the cost of CCIP-provided insurance in its bid price for the proposed scope of work, including sub-subcontracted work whether or not the sub-subcontractor is identified at the time of the bid, as these coverages are provided by the CCIP** (see Section 4 CCIP Insurance Coverage for CCIP-provided coverages). Skanska USA Building Inc. may modify this bidding and insurance cost identification as necessary based on the specific project requirements.

NOTE:

Insurance coverages and limits provided under the CCIP are limited in scope and are effective the date of your enrollment into the CCIP confirmed by the CCIP Administrator. Your insurance representative should review this information. Any additional coverage you may wish to purchase will be at your option and expense.

Preface

Skanska USA Building Inc. (the "CCIP Sponsor") is providing a Contractor Controlled Insurance Program ("CCIP") for Work performed for the Tampa Convention Center Improvements in Tampa, FL hereinafter referred to ("Designated Project Site(s)"). Section 4 CCIP Provided Insurance outlines the CCIP-provided coverages for ("Enrolled Parties"), including without limitation Subcontractor and Sub-subcontractors of all tiers, except for ("Excluded Parties") (as defined in Project Definitions).



- See Section 4 CCIP Provided Insurance for the CCIP-provided coverages

CCIP coverage will be provided for each Eligible Party of every tier approved by the CCIP Sponsor after the Eligible Party has enrolled into the CCIP. Alliant Insurance Services, Inc. (the "CCIP Administrator") will be administering the CCIP on the behalf of the CCIP Sponsor. Confirmation of enrollment will be evidenced to the Enrolled Party by a Certificate of Insurance. *Coverage is not automatic*

About This Manual

What This Manual Does

This Manual:

- Generally describes the structure of the CCIP
- Identifies responsibilities of the various parties involved in the Designated Project
- Provides a *basic* description of CCIP coverage
- Describes audit and administrative procedures
- Provides answers to basic questions about the CCIP

What this Manual Does NOT Do

This Manual does not:

- Provide coverage interpretations
- Provide complete information about coverages and exclusions
- Provide answers to specific claims questions

Refer questions concerning the CCIP, its administration or coverages to the CCIP Administrator identified in the Project Directory, in Section 2.

DISCLAIMER:

The information in this manual is intended to outline the CCIP. In the event any provision of this Manual and/or the Contract Documents conflicts with the CCIP insurance policies, the provisions of the actual CCIP insurance policies shall govern.

Project Directory

CCIP ADMINISTRATOR Alliant Insurance Services, Inc.	Alliant Insurance Services, Inc. 101 Park Avenue, 19 th Floor New York, NY 10178	<i>Alliant should be contacted for any and all CCIP enquiries and where applicable, Alliant will field to the appropriate parties.</i>
Program Administrator	<i>Assists Subcontractors with Document Submission, COI Review, Enrollment into the CCIP, etc. - primary point of contact for Subcontractors for all matters related to the CCIP.</i>	Jake Balkin jake.balkin@alliant.com (P): 212-895-2940
Program Manager	<i>Coordinates delivery of all CCIP administration services and can assist Subcontractors when Program Administrator not available.</i>	Tanya O'Connell tanya.oconnell@alliant.com (P): 212-895-0283
Program Executive	<i>Responsible for coordination of all Alliant activities for Skanska CCIP.</i>	Ben Faust bfaust@alliant.com (P): 212-895-2912
Claims Advocate - Lead	<i>Assists Subcontractors with questions regarding on-site incidents that the Subcontractor has already reported to Skanska USA Building Inc.</i>	Emmet MacMichael emmet.macmichael@alliant.com (P): 212-895-2926
PRIMARY CCIP CARRIER	Zurich North America 1299 Zurich Way Schaumburg, IL 60196	
Sr. HSE Consultant	<i>Supports Skanska USA Building Inc. regarding on-site safety and best practices – Skanska USA Building Inc. should always be the Subcontractors first point of contact for all safety matters.</i>	Anthony Lapiana anthony.lapiana@zurichna.com (P): 412-828-3940 (C): 412-841-9309
Client Services Leader	<i>Assists Subcontractors with questions regarding on-site incidents that the Subcontractor has already reported to Skanska USA Building Inc.</i>	Susan Bree susan.bree@zurichna.com (P): 201-209-4605 (C): 631-897-6275

SKANSKA PROJECT TEAM	Skanska USA Building Inc. 400 North Ashley Drive Suite 400 Tampa, FL 33602	
Project Manager	Nader Sinno nader.sinno@skanska.com	(P): 352-226-7242
Regional EHS Director	Daimon Perez daimon.perez@skanska.com	(P): 954-734-5104
General Superintendent	Scott Davis scott.davis@skanska.com	(P): 704-622-4070
National Claims Manager	Stacey Sturrock stacey.sturrock@skanska.com	(P): 973-753-3654
Regional CCIP Manager	Lynette Swigart lynette.swigart@skanska.com	(P): 407-205-3610

Project Definitions



The following list includes key CCIP definitions:

TERM	DEFINITION
CCIP	A "CCIP" or Contractor Controlled Insurance Program is a coordinated insurance program providing certain coverages, as defined herein, for Skanska USA Building Inc. and Enrolled Parties performing Work at the Project Site
CCIP ADMINISTRATOR	Alliant Insurance Services, Inc.
CCIP INSURER	The insurance company (ies) named on a policy or Certificate of Insurance providing coverage for the CCIP.
CCIP SPONSOR	Skanska USA Building Inc.
CERTIFICATE OF INSURANCE	A document providing evidence of existing coverage for a particular insurance policy or policies.
ELIGIBLE PARTIES / ELIGIBLE SUBCONTRACTORS AND SUB-SUBCONTRACTORS	Parties performing labor or services at the Project Site(s) who are eligible to enroll in the CCIP unless an Excluded Party.
ENROLLED PARTIES / ENROLLED SUBCONTRACTOR AND SUB-SUBCONTRACTORS	Those Eligible Subcontractors and Sub-subcontractors of all tiers who have submitted all necessary enrollment information as detailed in Section 6 and have been accepted into the CCIP as evidenced by a Welcome Letter and Certificate of Insurance from the CCIP Administrator.
EXCLUDED PARTIES / EXCLUDED SUBCONTRACTOR AND SUB-SUBCONTRACTORS	<p>At the discretion of Skanska USA Building Inc., or subject to State regulations, the following parties will be excluded:</p> <ol style="list-style-type: none"> 1) Hazardous materials remediation, removal and/or transport companies and their consultants; 2) Any Subcontractor performing Structural Demolition; 3) Professional Services Providers such as Surveyors, Architects, Engineers and Soil Testing Engineers, and their consultants; 4) Vendors, suppliers, fabricators, material dealers, truckers, haulers, drivers and others who merely transport, pickup, deliver, or carry materials, personnel, parts or equipment or any other items or persons to or from the Project Site; 5) Subcontractor, and/or any of their respective Sub-subcontractors, who do not perform any actual labor on the Project Site; 6) Elevator Companies, Escalator Companies, Tornborg hoist (aka buck hoist, aka personnel and material hoists), Rental Equipment, Crane Companies 7) Skanska USA Building Inc. may include or exclude any parties or entities not specifically identified in this manual at its sole discretion, even if

	otherwise eligible, or in-eligible.
PROJECT SITE / DESIGNATED PROJECT SITE	Any construction activities that are described or referenced in the contract documents as part of or incidental to the project. "Designated Project" includes the work site(s) associated with such "designated project(s)" and any offsite staging areas, as long as they are dedicated solely to the "designated project(s)" and the sponsor agrees to provide coverage. Also included are those areas immediately adjacent to the "designated projects", including boundaries of local streets or public easement, in which the enrolled subcontractors at any tier perform work under their respective contracts.
PROFESSIONAL EMPLOYER ORGANIZATION (AKA "PEO"; EMPLOYEE LEASING COMPANY; OUTSOURCED EMPLOYEE MANAGEMENT COMPANY; EMPLOYEE LEASING FIRM)	A professional employer organization (PEO) is a firm that provides a service under which an employer can outsource employee management tasks, such as employee benefits, payroll and Workers Compensation, recruiting, risk/safety management, and training and development.
SUBCONTRACT	A written or oral agreement between the Contractor/Sponsor and the Subcontractor, including Sub-subcontractors of all tiers.
SUBCONTRACTOR / SUB-SUBCONTRACTOR	Includes only those persons, firms, joint venture entities, corporations, or other parties that enter into a Contract with Skanska USA Building Inc. or its Subcontractors to perform Work at the Project Site.
SUBCONTRACTOR and SUB-SUBCONTRACTORS INSURANCE COSTS	Subcontractors and Sub-subcontractors of all tiers' insurance costs that would be required if the CCIP Insurance coverages were not in place.
WELCOME LETTER	An individual letter issued by the CCIP Administrator to each Enrolled Party, which confirms acceptance/ enrollment of the party into the CCIP.
WORK	Operations, as fully described in the Contract, performed at the Designated Project Site(s).
WRAPX	Alliant's RMIS system that manages all information for the CCIP. Each Subcontractor is required to complete their enrollment, report payrolls and monitor their lower-tier Sub-subcontractors via the WrapX Subcontractor Portal. Please contact the CCIP Administrator to obtain a secured, user id and password.

CCIP Insurance Coverage

The following descriptions are summaries only. It is not an insurance policy and no coverage is conferred on any party who possesses it or relies upon it. This manual is provided as an informational guide only. If any conflict arises between the contents of the manual and the insurance policies it is hereby noted that the terms and conditions contained in the actual policies issued will control.

Excluded Parties

Excluded Parties are not granted any insurance coverage under the CCIP. Excluded Parties must meet the insurance requirements set forth in Section 5 and provide evidence of coverage to Skanska USA Building Inc.

Evidence of Coverage

Each Enrolled Party will be issued an individual Workers Compensation policy provided by the CCIP Insurer. The CCIP Administrator will provide a Certificate of Insurance evidencing Workers Compensation, Employer's Liability, General Liability, and Excess Liability to each Enrolled Party, each of who will be added as an Additional Named Insured to the CCIP General Liability insurance policy. Copies of CCIP Insurance Policies are available to Enrolled Parties upon request.

Description of CCIP Coverages

The following descriptions on these pages provide a summary of coverages ONLY. Subcontractor and Sub-subcontractors of all tiers should refer to the policies for actual terms, conditions, exclusions and limitations.

Skanska USA Building Inc. will furnish the following coverages for the benefit of all **Enrolled Parties** performing Work at the Project Site:

- Workers Compensation and Employer's Liability Insurance
- Commercial General Liability Insurance
- Excess Liability Insurance

NOTE:

The following descriptions are summaries only. It is not an insurance policy and no coverage is conferred on any party who possesses it or relies upon it. This manual is provided as an informational guide only. If any conflict arises between the contents of the manual and the insurance policies it is hereby noted that the terms and conditions contained in the actual policies issued will control.

Workers Compensation Insurance

Carrier: Zurich American Insurance Company

Coverage: Provides coverage for an employer's two key exposures arising out of injuries sustained by employees. Part One of the policy covers the employer's statutory liabilities under workers compensation laws, and Part Two of the policy covers liability arising out of employees' work-related injuries that do not fall under the workers compensation statute.

Workers Compensation Policy Limits: Statutory Benefits

Employer's Liability Policy Limits:

Bodily Injury by Accident – Each Accident	\$2,000,000
Bodily Injury by Disease – Policy Limit	\$2,000,000
Bodily Injury by Disease – Each Employee	\$2,000,000

NOTE:

A separate Workers Compensation policy will be issued to each Enrolled Party.

- This policy does **NOT** cover off-site operations.

Commercial General Liability Insurance

Carrier: Zurich American Insurance Company

Coverage: Provides coverage against third party liability claims for bodily injury (BI) and property damage (PD) arising out of premises, operations, products, and completed operations, and advertising and personal injury (PI) liability.

Policy Limits:

General Aggregate Limit	\$4,000,000 (Per Project)
Products-Completed Operations Aggregate Limit*	\$4,000,000
Personal and Advertising Injury Limit	\$2,000,000 (Each Occurrence)
Each Occurrence Limit	\$2,000,000 (Each Occurrence)
Damage to Premises Rented To You Limit	\$1,000,000
Medical Expense Limit (Any One Person)	\$10,000

NOTE:

A single GL policy will be issued for all Enrolled Parties with all Enrolled Parties Named as Insureds.

- This insurance will **NOT** provide coverage for products liability to any insured party, vendor, supplier, off-site fabricator, material dealer or other party for any product manufactured, assembled or otherwise worked upon away from the Project Site.
- This policy does **NOT** cover off-site operations of any Enrolled Party.
- All Aggregate Limits will reinstate annually except the Products/Completed Operations (see below).
- Products/Completed Operations Extension beyond final acceptance of the entire Project with a single non-reinstating aggregate limit through the applicable state statute of repose.
- **The policy contains exclusions.** Some of these exclusions are: Nuclear Energy Liability; Lead Liability, Asbestos, Damage to the Project, Aircraft, Auto Or Watercraft; Employment-Related Practices; Damage to Personal property in the care, custody or control of any insured, Pollution Liability and Contractors Professional Liability.

Excess Liability Insurance

Carrier(s): Various

Coverage: Provides follow form excess coverage over the Commercial General Liability and Employer's Liability policies.

Total Policy Limits:

General Aggregate Limit	\$100,000,000
Products-Completed Operations Aggregate Limit	\$100,000,000
Each Occurrence Limit	\$100,000,000

NOTE:
Limits of Liability
Shared by All Enrolled
Parties

- Products & Completed Operations Extension through the applicable Statue of Repose
- Policies follow form of underlying Commercial General Liability and Employer's Liability policy wording (provisions, coverages, exclusions, etc.).
- This insurance will **NOT** provide coverage for products liability to any insured party, vendor, supplier, off-site fabricator, material dealer or other party for any product manufactured, assembled or otherwise worked upon away from the Project Site.
- These policies do **NOT** cover off-site operations of any Enrolled Party.

PROPERTY OF SUBCONTRACTORS NOTE:

Subcontractors are advised to arrange their own insurance for rented, owned, leased or borrowed equipment and materials not intended for inclusion in the Project. The CCIP will not cover subcontractors' property.

Subcontractor Required Coverage

Subcontractors and Sub-subcontractors of all tiers are required to maintain coverage to protect against losses that occur away from the Project Site or that are otherwise not covered under the CCIP. All Certificates of Insurance must be submitted to the CCIP Administrator prior to Onsite Mobilization.

Standard Insurance Coverages: Unless higher limits or additional coverages are required by the Subcontract/Purchase Order or Owner Contract, Subcontractor/Seller shall secure and maintain from the earlier of commencement of work or the effective date of the Subcontract/Purchase Order the minimum insurance coverages and limits required by Exhibit G. These liabilities may arise from the enrolled Subcontractor's operations performed away from the Project Site, from coverages not provided by the CCIP, or from operations performed by Excluded Parties. The CCIP places Subcontractors into one of two main categories: *Enrolled Parties* or *Excluded Parties*.

Enrolled Parties are to provide evidence of Workers Compensation, Employer's Liability, General Liability, Excess Liability insurance for offsite activities, including Automobile Liability for onsite and offsite, and any other insurance as per the insurance specifications in the contract. See Section 3 for the definition of Enrolled Parties.

Excluded Parties must provide evidence of Workers Compensation, Employer's Liability, General Liability, Excess/Umbrella Liability, Automobile Liability, and any other insurance as per the insurance specifications in the Subcontract for all activities including both on-site and off-site. See Section 3 for the definition of Excluded Parties.

Verification of Required Coverages

Prior to commencing its performance and through the warranty period under Subcontract/Purchase Order, Subcontractor/Seller shall provide the CCIP Sponsor and/or CCIP Administrator a current certificate of insurance evidencing the coverages required by the Exhibit G (**a sample Certificate of Insurance is found in Section 8 of this manual and attached to the Exhibit G for reference purposes**). Please note the requirements for thirty (30) days' notice of cancellation, waiver of subrogation, primary and non-contributory, or additional insured status.

Before permitting any Sub-subcontractor/Sub-supplier to perform Scope under the Subcontract/Purchase Order, the Subcontractor/Seller shall require the Sub-subcontractor/Sub-supplier to maintain insurance in like form and amounts to that required herein. Subcontractor/Seller shall be responsible to ensure that Sub-Subcontractors/Sub-supplier maintains insurance in like form and amounts and shall provide evidence of same to CCIP Sponsor and/or CCIP Administrator if requested. Skanska USA Building Inc. reserves the right to disapprove the use of any Subcontractor or Sub-subcontractor of any tier unable to meet the insurance requirements or who do not meet other Skanska USA Building Inc. policy requirements.

The insurance coverages maintained by Subcontractor/Seller shall not limit any of Subcontractor's/Seller's indemnity obligations or other liabilities under the Subcontract/Purchase Order. Insurance coverages maintained by Subcontractor/Seller that exceed the minimum requirements in Exhibit G shall be applicable to the Subcontract/Purchase Order.

Proof of insurance is to be verified by inclusion of a Certificate of Insurance (**see attached sample certificate in Section 8**). Please refer to your Subcontract for any additionally required coverages specific to your scope of work. CCIP Sponsor and/or CCIP Administrator has the right to receive copies of all insurance policies upon request. Policies shall not contain any exclusions that are not acceptable to the CCIP Sponsor and/or CCIP Administrator and Owner.

Certificate Holder:

Skanska USA Building Inc.
c/o Alliant Insurance Services, Inc.
101 Park Avenue, 19th Floor
New York, NY 10178

Subcontractor Maintained Coverages

Workers Compensation & Employer's Liability

Part One – Workers Compensation: Statutory Limit

Part Two – Employer's Liability: Annual Limits:
Bodily Injury by Accident, each Accident: \$500,000
Bodily Injury by Disease, each employee: \$500,000
Bodily Injury by Disease, policy limit: \$500,000

- Coverage will apply away from the Project Site for Enrolled Parties.
- Coverage will apply on and off-site for Excluded Parties.

Policy coverage terms and conditions to include:

- USL&H – where applicable.
- Jones Act – where applicable.
- All States Endorsement – where applicable.
- Employers Liability/Stop Gap Liability if work is performed in the State of Washington, Wyoming, Ohio, North Dakota or the Commonwealth of Puerto Rico.
- For the attainment of Workers Compensation in monopolistic states and Puerto Rico, coverage must be secured through the state fund of that state.
- Certificate must clearly identify that coverage applies in the State in which the Project is located.

Commercial General Liability

Commercial General Liability Insurance ("CGL") written on ISO form CG 00 01 Edition date 10/01 or prior ISO edition occurrence form or equivalent for hazards of:

- a) Construction Operation,
- b) Subcontractors and Independent Contractors,
- c) Products and Completed Operations applicable to the Additional Insured (with Completed Operations coverage to remain in force from the date of final completion of the Scope until the expiration of the statute of repose of the State in which the Project is located).

The insurance shall include:

- 1) Contractual Liability coverage sufficient to meet the requirements of the Subcontract/Purchase Order (including defense costs and attorney's fees assumed under contract, which shall be payable in addition to the limit of liability);
- 2) Personal Injury Liability (with the standard contractual and employee exclusions deleted);
- 3) Notice and Knowledge of Occurrence; and
- 4) No subsidence exclusion.

If marked as required in Exhibit G, Subcontractor's/Seller's CGL Insurance is required to provide the following coverages:

- Mold
- EIFS
- Operations (Performed within) 50' of railroad property
- Residential operations
- Pollution Coverage (Exhibit Q Required)

Coverages will apply on-site and off-site

If the Subcontractor's/Seller's CGL insurance excludes any of the required coverages, a separate policy acceptable to the CCIP Sponsor must be obtained. For each insurance category, Subcontractor/Seller's CGL insurer and/or broker will evidence, through Policy endorsement, or provide written confirmation, that such coverage is intact, even if each respective insurance certificate lists that type of coverage and describes its liability limits. The insurance shall have the following minimum limits of liability, which shall be available to the Project:

	<u>Limits of Liability:</u>
Each Occurrence:	\$1,000,000
Products/Completed Operations Aggregate*:	\$2,000,000
Personal & Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000 (Per Project)

- Coverage will apply away from the Project Site for Enrolled Parties.
- Coverage will apply on-site and off-site for Excluded Parties.
- Policy shall not contain any exclusions that are not acceptable to Skanska.
 - Excluded Parties must provide confirmation in writing from their broker that their General Liability policy does NOT contain a **Wrap-Up Exclusion** with verification of required coverage for the project.
 - If the Subcontractor's General Liability policy does have a wrap-up exclusion, a copy of the **Wrap-Up Exclusion** endorsement must be provided with verification of required coverage for the project.

Automobile Liability

Commercial Automobile Liability insurance covering all owned, leased and non-owned vehicles used in connection with the Scope with limits of: \$1,000,000 combined single limit per accident for bodily injury and property damage. The policy must include coverage for bodily injury, death and property damage arising out of ownership, maintenance or use of any motorized vehicle on or off the site of the Project, and Contractual Liability Coverage. If hauling of hazardous waste is part of the Scope, Automobile Liability Insurance with a \$1,000,000 combined single limit per occurrence for bodily injury and property damage applicable to all hazardous waste hauling vehicles, and include MCS 90 endorsement and the ISO Form CA 9948 (Pollution Liability Broadened Coverage for Business Automobile). If CGL 12/04 or later edition is provided, the CA 0051 1204: Mobile Equipment Subject to Motor Vehicles Laws shall also be provided. This additional endorsement is not required if the 2006 ISO Auto form is provided.

	<u>Limits of Liability:</u>
Combined Single Limit:	\$1,000,000

- Each Accident Bodily Injury and Property Damage
- Coverage will apply both on and off the Project Site.

Umbrella Liability

	<u>Limits of Liability:</u>
Each Occurrence Limit:	\$5,000,000
General Aggregate Limit:	\$5,000,000

- Coverage will apply excess over the General Liability, Automobile Liability and Employers' Liability coverages.
- Coverage will apply away from the Project Site for Enrolled Parties.
- Coverage will apply on-site and off-site for Excluded Parties.

All coverages and terms required under the Commercial General Liability, Automobile Liability and Employers Liability (in Exhibit G) must be included on the Umbrella Liability policy.

Higher limits may be required by CCIP Sponsor or Owner on a project by project basis, see Exhibit G for specific contract requirements.

Subcontractor/Seller's Umbrella Liability Policy shall evidence, through a policy endorsement that it will provide liability coverage in excess of all available underlying coverage before any primary or excess coverage held by any Additional Insured or Indemnified Party is utilized.

Leased Employee Liability

If Subcontractor/Seller leases one or more employees through the use of a payroll, employee management or other company, Subcontractor/Seller must directly procure workers compensation/employer's liability insurance. The insurance shall be written on a "Minimum Premium" or "If Any" policy form. In addition, the workers compensation/employer's liability coverage provided **to and for the leased employees** by the payroll, employee management or other company must be evidenced and include an Alternate Employer/Leased Employee Endorsement, naming Subcontractor/Seller as the alternate employer. The employer's liability must be scheduled under a \$5,000,000 umbrella (except in states where employer's liability is unlimited).

Riggers Liability

If marked as required in Exhibit G, the Scope involves the rigging, hoisting, lowering, raising or moving of property or equipment belonging to others and Riggers Liability Insurance is required to insure against physical loss or damage to the property or equipment.

Property Insurance

Property Insurance coverage for tools and equipment owned, leased or used by the Subcontractor/Seller in the performance of the Scope. The Property Insurance shall extend to equipment, materials and supplies stored off the Project site or in transit to the Project site to be furnished as part of the Scope and incorporated into the Project.

Watercraft & Aircraft Liability

If marked as required in Exhibit G, the Scope involves the use of any owned, leased, chartered or hired aircraft or watercraft of any type and Aircraft Liability Insurance or Watercraft Liability Insurance, as applicable, is required in an amount of not less than \$10,000,000 per occurrence, including Passenger Liability for bodily injury and property damage. Higher limits may be required by CCIP Sponsor or Owner on a project by project basis, see Exhibit G for specific contract requirements.

Professional Liability

If marked as required in Exhibit G, the Scope involves professional services and Professional Liability Insurance is required covering liability for claims that arise from the errors, omissions or acts of the Subcontractor/Seller or any entity for which the Subcontractor/Seller is legally responsible, in the provision of professional services. The policy shall be primary and non-contributory, with the insuring agreement to read: "to pay on behalf of" and shall be effective (retroactively, if applicable) from the date of commencement of all professional activities in connection with the Scope. The coverage shall be maintained for a period of 3 years following final acceptance of the Project. Minimum limits are:

- (1) Prime Subcontractor Design Professional: \$2,000,000 per claim/annual aggregate;
- (2) Lower-Tier Subcontractor-Design Professional: \$1,000,000 per claim/annual aggregate.

A copy of the policy shall be provided to the CCIP Sponsor and/or CCIP Administrator upon request.

Coverages shall **not** include any exclusions or other limitations related to:

- scope of the services.
- delays in project completion and cost overruns.
- who can notify the carrier of a claim or potential claim.
- mold, fungus, asbestos, pollutants or other hazardous substances.

For the purposes of Professional Liability Insurance, the term "Prime Design Professional" means the architect/engineer providing architectural, engineering and/or other professional services under a contract directly with CCIP Sponsor, and the term "Sub-Design Professional" means any architect/engineer providing architectural, engineering and/or other professional services directly or indirectly to a Prime Design Professional in connection with the Project. A Prime Design Professional is also a Subcontractor/Supplier and a Sub-Design Professional is also a Sub-subcontractor/Sub-supplier.

Higher limits may be required by CCIP Sponsor or Owner on a project by project basis, see Exhibit G for specific contract requirements.

Pollution Liability

Subcontractor shall provide Pollution Liability Insurance covering all asbestos, lead and any other pollution operations with limits not less than (\$5,000,000 minimum, but higher limits may be required depending on the Scope) each occurrence combined single limit for bodily injury, property damage and clean-up costs. If the policy contains a general aggregate, this aggregate must apply on a per project basis and shall be evidenced on Subcontractor's/Seller's Certificate of Insurance. The limits shall not be subject to reduction as to the CCIP Sponsor or Owner by reason of any claim asserted against the Subcontractor/Seller other than in connection with the Scope. The policy must read "to pay on behalf of" (in lieu of indemnify).

The following coverages must be included:

- (1) Completed Operations (five (5) year continuation beyond completion of the Scope);
- (2) Broad Form Contractual and Independent Contractors (including coverage for third party over claims);
- (3) On-Site, Off-Site and In-Transit exposures; and
- (4) Loading and Unloading. Exclusions or restrictions pertaining to mold and EIFS are not permitted.

The coverage may be written on an "occurrence" or "claims made" basis. If written on a "claims made" basis, retroactive date must be included to coincide with the effective date of the Subcontract/Purchase Order and an extended reporting period (three (3) years minimum) must be included. See Exhibit Q for Subcontract requirements in relation to Pollution Liability.

Higher limits may be required by CCIP Sponsor or Owner on a project by project basis, see Exhibit Q for specific contract requirements.

Mold Liability

A Subcontractor or Sub-subcontractor of any tiers whose Subcontract requires coverage for Mold may meet this requirement through a General Liability policy or through a Pollution Liability policy. The minimum required limits are \$1,000,000 each occurrence and \$2,000,000 aggregate. Higher limits may be required by CCIP Sponsor or Owner on a project by project basis, see Exhibit G for specific contract requirements.

The CCIP does not provide coverage for the following:

- Builder's Risk
- Professional Liability
- Property and Equipment
- Pollution Liability
- Mold
- Watercraft
- Aircraft
- Riggers Liability
- Automobile Liability
- Off-Site General Liability and Workers Compensation

Refer to Exhibit G for the Standard Insurance Requirements for this project. If Subcontract requires Pollution Liability coverage to be provided, refer to Exhibit Q for the Pollution Insurance Requirements for this project. In the event of a conflict between this document and Exhibit G and Q, Exhibit G and Q will prevail.

Note: Required Waivers and Additional Insured Wording

All insurance coverages maintained by Subcontractor/Seller shall include a waiver of any right of subrogation of the insurers thereunder against Indemnified Parties and Additional Insureds and all of their respective assigns, subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under any such policy (Workers Compensation – where permitted). Subcontractor/Seller further waives all claims and all rights of subrogation against Indemnified Parties' and Additional Insureds' other contractors and all of their respective assigns, subsidiaries, affiliates, employees, insurers and underwriters for loss of, or damage to, Subcontractor's/Seller's Scope, tools, machinery, equipment, material, supplies, or any other losses within the scope of any insurance maintained by Subcontractor/Seller. If any of the Indemnified Parties and Additional Insureds is partially or wholly self-insured, then the waiver of subrogation shall apply as if they were in fact covered by their own insurance.

All insurance required by Exhibit G (excluding only Workers Compensation Insurance and Professional Liability Insurance) shall name Indemnified Parties as Additional Insureds and any other parties as required by the Owner Contract, and shall be primary and non-contributory to any insurance maintained by Indemnified Parties and Additional Insureds and any other parties as required by Owner Contract, all of which shall be stated on the Certificate of Insurance provided by the Subcontractor. The General Liability Additional Insured Endorsement shall be on Form CG 2010 11/85, or CG 20 10 10/01 plus CG 20 37 10/01, or equivalent and shall include ongoing and completed operations.

Evidence, by endorsement or policy language, of Additional Insured and Primary and Non-Contributory coverage must be provided with the certificate of insurance for General Liability.

Subcontractor Responsibilities

Throughout the course of the Project, Subcontractors and Sub-subcontractors of all tiers will be responsible for reporting and maintaining certain records as outlined in this section.

Subcontractors and Sub-subcontractors of all tiers are required to cooperate with Skanska USA Building Inc. and its CCIP Administrator in all aspects of CCIP operation and administration. The responsibilities of all parties include, but are not limited to the following:

- Provide each lower-tier Sub-subcontractor with a copy of the Insurance Manual and Project Safety Guidelines.
- Enroll in the CCIP within 5 days of contracting or no less than 30 days before mobilization and assure each lower-tier Sub-subcontractor enrolls in the CCIP within 5 days of contracting or no less than 30 days before mobilization.
- Include CCIP provisions in all Subcontracts as appropriate.
- Provide timely evidence of required insurance to the CCIP Administrator.
- Notify the CCIP Administrator of all Subcontract Awards (first tier and subsequent tiers). Subcontractor shall require all lower-tier Sub-subcontractors to submit a separate Enrollment Form A prior to mobilization.
- Notify the CCIP Administrator of any Professional Employer Organizations (“PEO”) and require all lower-tier Sub-subcontractors to provide the same notification. All PEOs *without exception* are required to be identified and enroll in the CCIP.
- Maintain and report monthly payroll records.
- Cooperate with the CCIP Administrator’s requests for information.
- Comply with all insurance, claim and safety procedures, including but not limited to, cooperation with the Insurance Carrier’s Risk Control Engineers safety issues and/or related recommendations.
- Prompt payment of General Liability Obligations as required by the Contract.
- Notify the CCIP Administrator immediately of any insurance cancellation or non-renewal of your own or your Sub-subcontractor’s required insurance.

Subcontractor Bids

Skanska USA Building Inc.'s CCIP provides insurance for all Enrolled Parties for work performed at the Project Site (See Section 4 CCIP Insurance Coverage for CCIP-provided coverages). The section below, "Identifying Insurance Costs," describes the procedures for bidding, and how Eligible Parties must remove the cost of CCIP-provided insurance for themselves and all tiers of Sub-subcontractors, from the bid and all requests for payment for the Work.

Identifying Insurance Costs

Each Subcontractor and Sub-subcontractor of all tiers are required to **exclude** the cost of CCIP-provided insurance in its bid price for the proposed scope of Work (including Subcontracted Work whether or not the Sub-subcontractors are identified at the time of the bid).

Change orders will be similarly priced for Enrolled Parties to **exclude** the cost of CCIP-provided insurance coverages. Subcontractors are solely responsible for ensuring that their Sub-subcontractors of all tiers also deduct the cost of CCIP provided insurance coverages from their bids and requests for payment.

Enrollment

Each Subcontractor shall provide details about its Sub-subcontractors as necessary for CCIP enrollment. Skanska USA Building Inc. will need all of the information requested on the **Enrollment Application form (Form A)** in **Section 8**. This form must be completed and submitted to the CCIP Administrator *prior* to mobilization to obtain coverage under the CCIP.

A separate Enrollment Application form (Form A) is required for each Eligible Sub-subcontractor of any tier that performs Work at the Project Site.

NOTE: Sub-subcontractors must be identified!

It is the responsibility of each Subcontractor to identify their lower-tier Sub-subcontractors. The CCIP will not cover claims from unidentified Sub-subcontractors. These claims will be referred to the appropriate policy of their employing Subcontractor.

The CCIP Administrator will issue to each Enrolled Party a Welcome Letter and CCIP Certificate of Insurance acknowledging acceptance of the applicant into Skanska USA Building Inc.'s CCIP.

PEOs

To ensure that coverage is in effect for all employees leased through a Professional Employer Organization (“PEO”) (aka “Employee Leasing Company”; “Outsourced Employee Management Company”) Subcontractor and Sub-Contractors of any tier that utilize a leasing company are **required** to provide the companies Name and Address at time of enrollment on the “Enrollment Application - Form A” as well as contact name, phone number and email address for the PEO contact. The PEO will be required to enroll into the CCIP prior to starting Work.

- If the PEO changes mid-term, Subcontractor is required notify the CCIP Administrator. The new PEO needs to be enrolled prior to leased employees working on-site; or
- If the contract with the PEO is terminated during the time period of enrollment in the CCIP, Subcontractor is required to notify the CCIP Administrator to determine what changes if any are required; or
- If you contract a PEO mid-enrollment, notify the CCIP Administrator immediately. The new PEO will need to be enrolled prior to leased employees working on-site.

NOTE: Enrollment of any party is not automatic!

Enrollment into the CCIP is required, but not automatic. Eligible subcontractors and all eligible lower-tier subcontractors MUST complete the enrollment forms and participate in the enrollment process for CCIP coverage to apply. Access to the Project Site will not be permitted until enrollment is complete.

Assignment of Return Premiums

Skanska USA Building Inc. pays the cost of the CCIP insurance coverage. Skanska USA Building Inc. will be the sole recipient of any return CCIP premiums or dividends. All Enrolled Parties will assign to Skanska USA Building Inc. all adjustments, refunds, premium discounts, dividends, costs or any other monies due from the CCIP Insurer(s). Subcontractors will assure that each Enrolled Sub-subcontractors have executed such an assignment. The **Enrollment Application** form (Form A) supplied in Section 8 will be used for this purpose.

Payroll Reports

Report Payroll and Work-Hours Monthly Online via the WrapX website – Enrolled Subcontractor and Enrolled Sub-subcontractors of all tiers must submit their monthly payroll online to the WrapX Contractor Portal (<http://alliantwrapx.alliantinsurance.com/ContractorPortal>) identifying the man-hours and payroll for all Work performed at the Project Site. You will receive an email notification of your username and password with instructions once you have been enrolled in the CCIP. Section 8 contains information on reporting payroll in WrapX. For those who have already been issued a WrapX username and password from another project will now be able to see this contract when they login to the WrapX website and a new username and password will not be issued.

Payroll must be reported through the duration of your contract term by the 10th of each subsequent month via the WrapX website (<http://alliantwrapx.alliantinsurance.com/ContractorPortal>) until completion of the Work under that contract. This report shall classify the labor expended at each Project Site according to the Standard Workers Compensation Insurance Classification.

NOTE: The Monthly Payroll Report should include the “straight-time” payroll and the “straight-time” portion of any “overtime” payroll for all CCIP qualified employees, including on-site supervisors and on-site clerical personnel.

A monthly payroll report must be submitted for each month, including “zero (\$0) payroll” if applicable, until completion of the Work under each contract. For those Subcontractors and Sub-subcontractors of all tiers performing Work under multiple contracts, a separate on-site Payroll Report is required for each contract.

Insurance Company Payroll Audit

Each Enrolled Party is required to maintain payroll records for each Contract. Such records will allocate the payroll by Workers Compensation classification(s) and exclude the excess or premium paid for overtime (i.e., only the straight time rate will apply to overtime hours worked). Furthermore, such records will limit the payroll for Executive Officers and Partners/Sole Proprietors to the limitations as stated in the state manual rules. It is important that you properly classify payrolls, as these are reported to the rating bureau for promulgation of future experience modifiers for your firm. All Enrolled Parties shall make available their books, vouchers, contracts, documents, and records, of any and all kinds, to the auditors of the CCIP insurance carrier(s) or Skanska USA Building Inc.’s representatives. Availability of records must be for a reasonable time during the policy period, any extension, or during a final audit period as required by the insurance policies.

NOTE: Failure to submit the payroll reports as required may result in the withholding of payments until required documentation is received.

Change Order Procedures

Subcontractors and Sub-subcontractors of all tiers will price Change Orders to **exclude** their Insurance Cost covered by Skanska USA Building Inc. CCIP.

Closeout & Audit Procedures

Submit the **Notice of Work Completion** Online via the WrapX website (<http://alliantwrapx.alliantinsurance.com/ContractorPortal>) when a Subcontractor and Sub-subcontractors of all tiers have completed its Work at the Project Site and no longer have on-site workers. It is the Subcontractor’s responsibility to make sure their lower-tier Sub-subcontractors have completed the Notice of Work Completion. The Notice of Work Completion notifies the Project Team and the CCIP Administrator that Work has been completed under each contract. The Notice of Work Completion will initiate the final payroll report and audit of payroll and man-hours by the CCIP Insurer.

Skanska USA Building Inc. will not release final payment until all necessary forms have been submitted to the CCIP Administrator. Any outstanding obligations for which the Subcontractor or Sub-subcontractors of all tiers is responsible for will be considered at the time of closeout.

Claim Procedures & Penalties

This section describes basic procedures for reporting various types of Claims: Workers Compensation, Liability, and damage to the Project.

General Procedures

Subcontractor is required to immediately report all injuries, occupational-related illnesses and/or property damage to the Site EHS Manager. All Parties will instruct employees and other personnel to report, in writing, within 24 hours *all* Accidents and Occurrences of any type to the Site EHS Manager.

Immediately call the Site EHS Manager or Project Superintendent in the event of the following:

- Any injury for which an ambulance is called
- Injury to head or neck
- Possible injury to back or spinal cord
- Unconscious employee
- Possible blindness
- Amputation of limbs
- Fatality
- Heart attack or stroke
- Hospitalization
- Property damage estimated over \$1,000
- Electrocution

Investigation Assistance

All Parties are required to assist in the investigation of any accident or occurrence involving injury to persons or property. All Parties will fully cooperate with the companies involved in adjusting any claim by securing and giving evidence (including but not limited to ladders, tools, documents, etc.) and obtaining the participation and attendance of witnesses required for the investigation and defense of any claim or suit.

When in doubt, refer all questions regarding the reporting of a claim to the Site EHS Manager (Section 2 Project Directory).

Workers Compensation Claims

These procedures are to apply to ALL employees for this project. The main responsibility for any Party is first to see that the injured worker receives immediate medical care. This project has a designated medical facility to render treatment to workers injured on this project. Report all injuries or occupational-related illnesses within 24 hours to the Employer's Project Supervisor and Skanska USA Building Inc.'s Site EHS Manager or Superintendent.

The designated medical facilities are:

Non-Serious Injuries:

TGH Urgent Care powered by Fast Track
564 Channelside Dr
Tampa, FL 33602
+1 813-925-1903

Serious Medical Emergencies:

Tampa General Hospital
1 Tampa General Cir
Tampa, FL 33606
+1 813-844-7000

Fire Department:

Tampa Fire Station #1
808 E Zack St.
Tampa, FL 33602
+1 813-274-7011

Subcontractors and Sub-subcontractors of all tiers' on-site personnel will follow these procedures if any employee is involved in an accident or occurrence resulting in bodily injury:

1. Contact designated first aid / medical personnel and transport the injured party to the on-site first aid or medical facility, as necessary.
2. Report all injuries or occupational-related illnesses within 24 hours to the Employer's Project Supervisor and Skanska USA Building Inc.'s Site EHS Manager or Site Superintendent.
3. Employer must complete a *Supervisor's Accident Investigation Report* and return to Skanska USA Building Inc.'s Site EHS Manager within 24 hours of employee's notice of injury/claim. The Site EHS Manager will submit the completed form to the Workers Compensation Insurance Carrier within 24 hours of receipt.
4. Supply the Injured Party with a Medical Information Claim Folder which shall include a Doctor's Initial Report Form, Position Description and a Medical Authorization Form which are to be returned by the Injured Party to the Site EHS Manager by the end of the business day.
5. Subcontractors and Sub-subcontractors of all tiers will provide Modified Alternate Duty (Return to Work Program) based upon the work abilities given to the Injured Party from the treating physician.
6. Immediately send all subsequent medical return to work notes, inquiries or correspondence about an Injured Party to the Site EHS Manager.
7. No Injured Party will be allowed on a job site unless they have provided the Site EHS Manager with the proper return to work note, either full duty or modified duty.

General Liability Claims & Property Damage to Third Parties

Subcontractor and Sub-subcontractors of all tiers must immediately report all Accidents at the Project Site involving death, injury, or damage to property of nonemployee personnel (the public, tenants, and visitors) to the Site EHS Manager. As soon as the onsite personnel become aware of the accident or occurrence, they must:

1. Take appropriate emergency measures to prevent additional injury or damage, including contacting police

and fire authorities as required by law.

2. Complete and submit a *Supervisor's Accident Investigation Report and General Liability Loss Notice* to the Site EHS Manager within 24 hours of the incident.
3. Immediately send all subsequent inquires or correspondence about an insured loss or claim, including a summons or other legal documents, to the Site EHS Manager.
4. Do not voluntarily admit liability.
5. Do cooperate with Skanska USA Building Inc. or the CCIP Insurer representatives in the accident investigation.

Property Claims

Report any damages to your Work or the Work of any other Subcontractor to the Project Site EHS Manager and/or Superintendent. In addition, complete the Notice of Damage to Property and submit it to the CCIP Administrator's Claims Advocate Lead found in Section 2 of the insurance manual.

Automobile Claims

No coverage is provided for automobile accidents under the CCIP. It is the sole responsibility of each Party to report accidents/claims involving their automobiles to their own insurers.

HOWEVER, all accidents occurring in or around the Project Site must be reported to Skanska USA Building Inc.'s Project Site EHS Manager and/or Superintendent. Accident investigations will occur and focus on liability arising out of the Project construction activities that could result in future claims (i.e. due to the conditions of the roads, etc.). Each Party shall cooperate in the investigation of all automobile accidents.

Pollution Claims

No coverage is provided for Pollution Claims under the CCIP. It is the sole responsibility of each Party to report accidents/claims to their own insurers.

Loss Runs

An Enrolled Subcontractor may obtain loss runs for their own on-site experience by requesting in writing on their company letterhead, directed to the CCIP Administrator.

Penalties

At the discretion of Skanska, the following Penalties may be assessed to a Subcontractor for their actions or the actions of their Sub-subcontractors of any tier.

- Subcontractor may be assessed a penalty up to \$2,500 for Subcontractor or Sub-subcontractors of all tiers not providing requested documents to Skanska, CCIP Administrator or CCIP Carrier.
- Subcontractor may be assessed a penalty up to \$5,000 for any claims not reported within 24 hours of occurrence, reporting directly to the carrier, or workers comp board prior to reporting the incident to Skanska's Project Team. This penalty also applies to actions of the applicable Subcontractor or Sub-subcontractors of all tiers.
- In the event a Subcontractor or Sub-subcontractor of all tiers does not accommodate modified or light duty to an injured worker who has been cleared to return to work in such capacity, the Subcontractor may be assessed a penalty up to \$5,000 per week until such accommodations are made.
- **All penalties are at the sole discretion of Skanska.**

CCIP Forms, Samples and WrapX Information

CCIP Forms

This section contains the forms needed for the CCIP.

- Alliant Enrollment Application (Form A): this can also be completed online via <http://alliantwrapx.alliantinsurance.com/ContractorPortal>
- WrapX Access and Payroll Reporting Instructions
- Sample Certificate of Insurance for Enrolled Parties - **Note:** Subcontract may contain additional requirements, please refer to your Subcontract for additional details.
- Sample Certificate of Insurance for Excluded Parties – **Note:** Subcontract may contain additional requirements, please refer to your Subcontract for additional details.

Note: For assistance in completing these forms, please contact the CCIP Administrator.

Bidding Checklist

- Did you remember to remove the cost of CCIP-provided coverages for yourself and Sub-subcontractors of any tier (See Section 4 CCIP Insurance Coverages for CCIP-provided Coverages) from your bid?
- Did you notify your insurance agent that you are a participant in Skanska's CCIP program?
- Did you attach a copy of your current Certificate of Insurance that matches the sample provided or the additional requirements in your Subcontract?
- Do you have Sub-subcontractors or utilize a PEO? See Section 6, if Subcontractor or Sub-subcontractor of any tier utilizes a PEO
- Notify the CCIP Administrator as soon as the Sub-subcontractor is identified PRIOR to the Sub-subcontractor starting Work on site.
- Provide a copy of the Skanska CCIP manual and contract language to all Sub-subcontractors, and require that they do the same for any of their Sub-subcontractors of all tiers. Provide a copy of the Skanska CCIP manual and contract language to the PEO.

If you or your insurance agents have any questions regarding the Skanska CCIP, please contact CCIP Administrator:

Program Administrator	Jake Balkin
Phone:	212-895-2940
E-mail Address:	jake.balkin@alliant.com

TAMPA CONVENTION CENTER IMPROVEMENTS FORM A - ENROLLMENT FORM

Section I - Contract Information

Company Name:	Address:
Phone:	Fax:
Contact:	Email:
Federal ID#:	EMR:
Is your contract/bid: <input type="checkbox"/> Lump Sum <input type="checkbox"/> Time & Materials <input type="checkbox"/> Unit Pricing <input type="checkbox"/> Other	
Work Description:	
Estimated Start Date:	Estimated Completion Date:
Who are you contracted with?	What is your Contract Value?
Are you subcontracting out any work? <input type="checkbox"/> Yes* <input type="checkbox"/> No	

Section II

Your Workers' Comp Carrier:
Workers Comp Policy Effective Dates:
Rating Board File # & Rating Date:
Your General Liability Carrier:
Your Automobile Liability Carrier:
Your Excess Liability Carrier:

Section III

WC Trade Classification	WC Class Code	Estimated Work Hours	Estimated Payroll

Note: All your lower-tier subcontractors MUST complete form A in order for them to commence work on site. ENROLLMENT IS NOT AUTOMATIC.

Signature: _____ Date: _____

Print: _____ Title: _____

How to Access the WrapX Contractor Portal

You can access WrapX by entering <http://alliantwrapx.alliantinsurance.com/ContractorPortal> in your Internet Browser.

How to Login

Once at the WrapX home page:

- Contact the CCIP Administrator to obtain a **User ID**
- Enter your unique **User ID** and enter your **Password**
- Click on the LOGIN button to gain access to the secure WrapX Contractor Portal
- Please note that the first time you log on you will be requested to change your password
- If you forgot your password, click on "Forgot Password" and a temporary password will be emailed to you

Notice of Award – Notification of Subcontractor to Alliant

- To review your newly tracked contracts and Enroll, from the Welcome Page use the **Awarded Contracts** section
- To review your previously enrolled contracts, from the Welcome Page use the **Enrolled Contracts** section

Records

Awarded Contracts

Project	Contract #	Contract Status	Report ICW
Sample Project	PROJECT#-01	Complete Enrollment	Enter Data

Alerts

Submit Data | Open Delinquency Report

Contract #	Delinquency Details
No records to display.	

Enrolled Contracts

Review Enrollment | Report Payroll | View / Upload Documents | Report ICW | Add Subcontract | Close out

	Contract #	Project	Contractor	Contract Start	Contract End	Status	Contract Value	Percent Complete	Work Location
▶	PROJECT#...	Sample Project	Constructo...	03/01/2016	07/31/2016	Pending	112,000,000.00		

- To notify Alliant you are using a Sub-Subcontractor go to **Enrolled Contracts** and click **Add Subcontract** and complete the required information

Enrolled Contracts										
Review Enrollment		Report Payroll		View / Upload Documents		Report ICV		Add Subcontract		Close out
<input type="checkbox"/>	Contract #	Project	Contractor	Contract Start	Contract End	Status	Contract Value	Parent Contractor	Work Location	
<input type="checkbox"/>	PROJECT#...	Sample Project	Constructo...	03/01/2016	07/31/2016	Pending	112,000,000.00			

How to Report Payroll

Payroll is reported via the website via Alliant's CCIP administrative system, Alliant WrapX. Credentials are typically provided at the time of enrollment.

If you are joining the project after enrollment, or otherwise are in need of a Username and Password, please contact the Alliant Program Administrator. Full contact information for Alliant can be found in Section 2 of the insurance manual.

The web-address for WrapX is as follows:

<http://alliantwrapx.alliantinsurance.com/contractorportal>

Once there, enter your Username and Password and click the LOGIN button.

Once you are logged in you will be taken to the Dashboard which shows all of the Enrolled contracts you have access to. This may be your current project, however, if you have worked on a CCIP project in the past which was administered by Alliant, you may see multiple. If you are seeing Enrolled projects which are not your project, or are no longer active, please contact your Alliant Program Administrator.

To enter your payroll amounts, please follow the following steps:

Go to **Enrolled Contracts** > Mark the Check Box for Appropriate Project > Click **Report Payroll**

Enrolled Contracts										
Review Enrollment		Report Payroll		View / Upload Documents		Report ICV		Add Subcontract		Close out
<input checked="" type="checkbox"/>	Contract #	Project	Contractor	Contract Start	Contract End	Status	Contract Value	Parent Contractor	Work Location	
<input checked="" type="checkbox"/>	PROJECT#...	Sample Project	Constructo...	03/01/2...	07/31/2...	Enrolled	112,000,000.00			

Select the desired month, and enter Man-Hours and Payroll Detail for each Workers Compensation Class Code.

Help
Add New
Submit
Print

If you have any questions please contact Alliant Wrap-Up Administrator at (xxx)xxx - xxxx or .

Sample Project (CMCSAMPLE) =Read Only
Construction Management Corp. (99-9999872)

Total limited payroll submitted till date is \$0.00

Contract # **PROJECT#-01** Report Date **4/6/2016**

Start Date **04/01/2016** End Date **04/30/2016**

Signed By **Project Accountant** Title

Note

Is \$0 Payroll? Is Final Payroll?

	WC Code	Description	Man Hours	Unlimited Payroll (\$)	Limited Payroll (\$)	
<input type="checkbox"/>	5606	Executive Supervisor	8459	473704.59	284222.24	+
			8459	\$473,704.59	\$284,222.24	

Intentionally under reporting payroll is a violation of the procedures and will constitute a breach of contract. Subcontractor submitted payroll will be audited by Alliant Insurance Services (Program Administrator), (Insurer) and, at its option Construction Management Corp..

TAMPA CONVENTION CENTER IMPROVEMENTS Certificate of Insurance Sample and Backup Documentation Checklist

Skanska USA Building Inc. requires that all Subcontractors submit an ACORD 25 form made out per the project's requirements, along with various endorsements from the Subcontractors insurance policies that serve as evidence that the requirements are met in the policy as outlined on the Certificate of Insurance.

Before submitting your Certificate of Insurance for review, please ensure that you have included the following:

Required Document	Limits
<input type="checkbox"/> ACORD 25 Form made out per project requirements	
<input type="checkbox"/> General Liability	\$1,000,000 /
<input type="checkbox"/> Schedule of Endorsements	\$2,000,000
<input type="checkbox"/> General Liability - Additional Insured Endorsement	
<input type="checkbox"/> Contractual Requirement - CG 2010 11/85 or Equivalent(s)	
<input type="checkbox"/> General Liability - Primary & Non-Contributory Endorsement	
<input type="checkbox"/> General Liability - Waiver of Subrogation Endorsement	
<input type="checkbox"/> General Liability - Explosion, Collapse and Underground	
<input type="checkbox"/> General Liability - 50' Railroad exclusion removed from	
<input type="checkbox"/> Excess / Umbrella Liability Coverage	\$5,000,000
<input type="checkbox"/> Workers Compensation	\$500,000
<input type="checkbox"/> Waiver of Subrogation Endorsement	
<input type="checkbox"/> Automobile Liability	\$1,000,000
<input type="checkbox"/> Additional Insured Endorsement	
<input type="checkbox"/> If Hauling hazardous material MCS 90 Endorsement Required	
If Subcontract requires additional coverages, verify specialty coverages are attached. Specialty Coverages:	
<input type="checkbox"/> Pollution Liability Coverage	\$5,000,000
<input type="checkbox"/> Mold Liability Coverage	\$2,000,000
<input type="checkbox"/> Professional Liability Coverage	\$2,000,000
<input type="checkbox"/> Riggers Liability Coverage (Minimum \$1,000,000 or value of load on rig whichever is greater)	\$1,000,000
<input type="checkbox"/> Watercraft Liability Coverage	Per Contract
<input type="checkbox"/> Aircraft Liability Coverage	Per Contract

* Some required documents may or may not be endorsed to the insurance policy, and may be found in the wording of the body of the policy itself.

The #1 reason that delays insurance approval is no endorsements / incorrect endorsements provided!

What are endorsements / why are they required to be reviewed as part of the Subcontractor insurance requirements?

All insurance policies have "stock" policy forms that provide the basis or foundation of coverage. Most policies are then modified via additional pages called endorsements to provide additional coverages or to limit coverage. These "endorsements" act as an ad hoc method of adding to or deleting coverage. There are no standard endorsements that apply across all coverages and all carriers.

Additional insured coverage, waiver of subrogation and primary and non-contributory coverage are often provided via endorsements. Some endorsements will provide adequate coverage, while other endorsements will provide inadequate coverage. Only by reviewing these endorsements can we determine if the Subcontractors insurance meets the contractual requirement.

[Skanska Approved / Rejected Endorsement List Link](#)

3 - Appendices

City of Tampa – Tampa Convention Center Improvements
GMP 2 – GMP Deliverable
August 9, 2021

Design-Builder General Conditions Costs

Refer to attachment.

DESIGN-BUILDER GENERAL CONDITIONS COSTS

All General Conditions, including Staffing Costs, Preconstruction Services, and Design Services are included in the GMP Proposal as lump sum values. All Additional Services shall be approved in advance and in writing by the Owner prior to commencement of services and shall be billed at the following rates:

<u>Operations Manager</u>	<u>\$228 / hour</u>
<u>Project Executive</u>	<u>\$185 / hour</u>
<u>Design-Build Manager</u>	<u>\$130 / hour</u>
<u>Sr. Project Manager</u>	<u>\$120 / hour</u>
<u>Project Manager</u>	<u>\$110 / hour</u>
<u>Project Engineer</u>	<u>\$75 / hour</u>
<u>Project Accountant</u>	<u>\$73 / hour</u>
<u>General Superintendent</u>	<u>\$206 / hour</u>
<u>Senior Superintendent</u>	<u>\$165 / hour</u>
<u>Superintendent</u>	<u>\$118 / hour</u>
<u>Assistant Superintendent</u>	<u>\$82 / hour</u>
<u>Project EH&S Manager</u>	<u>\$82 / hour</u>
<u>Senior Estimator</u>	<u>\$72 / hour</u>
<u>Scheduling Manager</u>	<u>\$118 / hour</u>
<u>IT Technician</u>	<u>\$57 / hour</u>
<u>Contracts Administrator</u>	<u>\$62 / hour</u>

The above billable rates include labor burden for the project. The rates may be adjusted to include an additional 3% Cost of Living allowance per year after August 2022.

3 - Appendices

City of Tampa – Tampa Convention Center Improvements
GMP 2 – GMP Deliverable
August 9, 2021

Value Management Log- 100% CD Estimate

Refer to attachment.

Value Management Log - 100% CD Estimate

*All Costs are Rough Order-of-Magnitude

July 27, 2021

		Date of VM			VM Amount	Date Accepted	Date Rejected	Pending VM Amount	Approved VM Amount	
1	Façade	04/23/21	LED lighting threads on curtainwall facade	Borrell	(1,512,459)		5/10/2021			1
2	Façade	04/23/21	LED strip lighting under façade canopy	Borrell	(197,091)		5/10/2021			2
3	GRs	04/23/21	Overhead protection at expansion	Accepted 04/23/21 review mtg Incorporated in estimate	(335,972)	04/23/21			(335,972)	3
4	New	05/03/21	New (18) Meeting Room Expansion and all associated components	05/03/21 COT Email	0			0		4
5	Existing	05/03/21	Renovation of Existing Restrooms 17, 18, 19	05/03/21 COT Email Accepted 05/17/21 review mtg Incorporated in estimate	(303,188)	05/17/21			(303,188)	5
6	Existing	05/03/21	Level 1 Existing Meeting Rooms and Ballrooms	05/03/21 COT Email Ballrooms A->D & Mtg Rooms 1->25	(1,880,824)			(1,880,824)		6
7	Existing	05/03/21	Level 4 Existing Meeting Rooms	05/03/21 COT Email Upper Lvl Mtg Rooms 30A->39 Accepted 05/17/21 review mtg Incorporated in estimate	(544,625)	05/17/21			(544,625)	7
8	Existing	05/03/21	Sitework – Channelside Dr./S. Franklin Street Bumpout	05/03/21 COT Email Accepted 05/17/21 review mtg Incorporated in estimate	(31,813)	05/17/21			(31,813)	8
9	Existing	05/03/21	Sitework – Roundabout Islands	05/03/21 COT Email	(77,479)			(77,479)		9
10	Existing	05/03/21	Sitework – Parking Swap at Roundabout Entrance	05/03/21 COT Email Accepted 05/17/21 review mtg Incorporated in estimate	(20,010)	05/17/21			(20,010)	10
11	New	05/03/21	Guard Shack	05/03/21 COT Email Accepted 05/17/21 review mtg Incorporated in estimate	(109,427)	05/17/21			(109,427)	11
12	New	05/03/21	Upper Loading Dock Enclosure	05/03/21 COT Email	(184,046)			(184,046)		12
13	Façade	05/10/21	LED lighting threads on curtainwall facade	Borrell	(749,660)		05/17/21			13
14	Existing	05/10/21	Replacement of all stair railings at the existing-to-remain stairs leading to the Convention Center Ballroom Level (replace to meet code compliance only)	05/03/21 COT Email 05/05/21 Per RR no items to be included that are not identified in the RFQ.	(107,240)	05/05/21			(107,240)	14

Value Management Log - 100% CD Estimate

July 27, 2021

*All Costs are Rough Order-of-Magnitude

		Date of VM	VM Description	Notes	VM Amount	Date Accepted	Date Rejected	Pending VM Amount	Approved VM Amount	
15	Existing	05/10/21	Replacement of the railings at the large staircase	05/03/21 COT Email 05/05/21 Per RR no items to be included that are not identified in the RFO.	(62,906)	05/05/21			(62,906)	15
16	Existing	05/10/21	New railings at the lower Riverwalk area	05/03/21 COT Email	(54,219)			(54,219)		16
17	New	05/17/21	Interior Non-Code Compliant Signage	05/03/21 COT Email Accepted 05/17/21 review mtg Incorporated in estimate	(83,281)	05/17/21			(83,281)	17
18	New	05/17/21	Construction Trailer and associated Utilities TCC to provide a minimum of 1500 SF construction office space and associated utilities in the existing convention center	Accepted 05/17/21 review mtg Incorporated in estimate	(209,418)	05/17/21			(209,418)	18
19					0			0		19

General Conditions, Insurances, & Fee:

Incl. Above

SKANSKA



Skanska USA Building Inc.
usa.skanska.com

400 N. Ashley Drive
Suite 400
Tampa, FL 33602
Phone 813 282 7100

EXHIBIT F
INSURANCE

EXHIBIT F (19-C-00052)

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 and endorsements 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 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. 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 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 3 years after completion of work. Limits shall not be less than \$1M per occurrence and \$2M general aggregate for Agreements. 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 be: (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 accident 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 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, \$4M per occurrence and aggregate 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. Total limits may be satisfied by any combination of primary and excess policies. (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 under construction and not accepted by the City, cover Firm (together with its contractors, subcontractors of every tier, and suppliers), and name City as a Loss Payee. Firm to provide an increasing limit of coverage to

coincide with the issuance of GMPs. Wind/named storm and flood sub-limits shall not exceed \$50M. (IF APPLICABLE)

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

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

I. Contractor's 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 at 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 \$1M per occurrence or claim and \$2M aggregate, maintained for 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 and products are involved. Limits of \$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 \$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 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 equal to greater of \$1M, value of max number of vehicles that may be in Firm's custody, or of most costly object in Firm's custody. **(IF APPLICABLE)**

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

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

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

ADDITIONAL REQUIREMENTS

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

ADDITIONAL INSURED - City, its elected officials, departments, officers, officials, employees, and volunteers together with, as applicable, any associated lender of the City shall be covered as additional insureds on all liability coverage (i.e., CGL, AL, Excess/Umbrella, and Contractor's Pollution Liability, but not including Professional 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 combined ISO Forms CG 20 10 and CG 20 37).

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 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 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).

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, except Professional Liability and Worker's Compensation/Employer's Liability, shall be primary insurance coverage at least as broad as ISO CG 20 0104 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.

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

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

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

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

EXHIBIT G
NOTIFICATION OF FUNDING SOURCES
(NOT APPLICABLE)



City of Tampa

Jane Castor, Mayor

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

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

Date: August 17, 2021

To: The Honorable Orlando Gudes, Chairman, and Members of Tampa City Council

Through: John Bennett, Chief of Staff 

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

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

Subject: City Council Session on August 26, 2021, Under Staff Reports and Unfinished Business, SIRE Item ID #69973 (Part 1 of 2): A Resolution authorizing an Agreement between the City of Tampa and Skanska USA Building Inc., in the amount of \$37,876,566 for professional Design-Build services with a Guaranteed Maximum Price (GMP) in connection with the 19-C-00052 Tampa Convention Center Improvements, authorizing the Mayor to execute said Agreement on behalf of the City of Tampa; providing an effective date. This memorandum is to provide the following information regarding the above SIRE item.

City Council Session on August 26, 2021, Sire Item ID #70018 (Part 2 of 2): A resolution making certain changes in the budget of the City of Tampa for the fiscal year ending September 30, 2021; approving the transfer, reallocation and/or appropriation of \$37,876,566 within the Non-Ad Valorem Revenue Note, Series 2021 and Non-Ad Bonds CIP Series 2021 Funds for use by the Convention Center & Tourism Department for the Tampa Convention Center Renovations Phase II project; providing an effective date.

1. **Contract Title:** 19-C-00052; Tampa Convention Center Improvements – Guaranteed Maximum Price (GMP) 2 – Agreement
2. **Vendor:** Skanska USA Building Inc.
3. **Purpose:** The Tampa Convention Center (TCC) is a 31-year old facility with chillers that are using freon no longer produced and elevators that need to be changed from hydraulic to electronic. Some of the largest and most valuable shows have indicated they are outgrowing the TCC and there will soon be 4 and 5 star hotel properties with like guests. It is important that product offerings and technology components be improved to keep the City competitive within the industry and continue to grow the center along with the destination. The overall concept is to upgrade the infrastructure, modernize the current product and add additional meeting and exhibit space.

This next phase of the project provides for a multi-year capital improvement program for renovations to the TCC at 333 South Franklin Street. This project will provide for the structural expansion of the facility that

includes: Approximately 25,600 SF, Glass Curtainwall and Metal panel façade with metal panel soffit ceiling, exterior LED façade lighting, new meeting rooms and bathrooms at the convention and office level expansion. This project also provides for renovations to the Riverwalk that includes: new cast-in-place concrete ramps, stairs and walls from both the lower and upper Riverwalk, metal rails at both terrace levels, and metal clad exterior columns extending to the underside of the expansion. This project also includes upgrades and reconditioning of several HVAC controls and air handler units. This Agreement provides for a Guaranteed Maximum Price (GMP) for these renovations. Future GMPs are planned for additional work at the TCC. Lastly, as part of the RFQ 19-C-00052, the TCC has begun the process to review the options available for continued growth as part of the overall Master Plan.

4. **Equal Business Opportunity Statement:** Skanska has committed to a GMP2 EBO Goal of 30%.
5. **Fiscal Impact:** Improvements to the Tampa Convention Center will be financed with the proceeds of two debt instruments:
 - a. **Non-Ad Valorem Revenue Note (Convention Center Project), Series 2021A** – At the City’s request, the City’s Financial Advisor, Public Resources Advisory Group, Inc. (PRAG), issued a Request for Proposal to financial institutions to provide a term loan for the Convention Center Project. PRAG received 11 proposals and upon review of each proposal’s terms and conditions recommended that the City accept Key Government Finance, Inc.’s proposal. The City’s Bond Counsel reviewed the proposal and confirmed that there were no legal issues with the proposal.

Key Government Finance’s proposal provides for an interest rate of 1.138% and a term of eight years. Key Government Finance will pay their own legal costs and the term loan will finance \$32.0 million of the project’s costs.

The loan will be secured by the City’s Covenant to Budget and Appropriate (CBA) sufficient legally available non-ad valorem revenues to pay the annual debt service. This strong pledge allowed for a lower interest rate and better terms than if the loan were secured only by the Downtown Community Redevelopment Agency (CRA) Tax Incremental Financing (TIF) Revenues. While the security for the loan is the CBA, debt service on the loan will be paid from a combination of Downtown CRA TIF Revenues and an annual contribution from Hillsborough County of Tourist Development Taxes.

The Loan Agreement with Key Government Finance is being finalized and is expected to be brought forth for Council’s approval at the September 2, 2021, meeting.
 - b. **Non-Ad Valorem Revenue Bonds, Series 2021B** – The remaining \$5,876,566 of project costs will be financed with long-term bonds that the City currently anticipates issuing later this year.

Thank you.

cc: Carole Post, Administrator, Development and Economic Opportunity
Dennis R. Rogero, Jr., Chief Financial Officer, Revenue and Finance Department
Michael Perry, Budget Officer, Revenue and Finance Department
Gina K. Grimes, City Attorney, Legal Department
Jan McLean, Senior Assistant City Attorney II, Legal Department
Una Garvey, Director, Convention Center and Tourism
Michael W. Chucran, P.E., Director, Contract Administration Department
Gregory K. Spearman, Purchasing Department Director
Gregory Hart, Manager, Equal Business Opportunity Division
Martin Shelby, City Council Attorney
Shirley Foix-Knowles, City Clerk