

RESOLUTION NO. 2023 - 174

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$195,490 BETWEEN THE CITY OF TAMPA AND ALLSTATE CONSTRUCTION, INC., IN CONNECTION WITH CONTRACT 22-C-00025; GANDY AND PALONIS PARK IMPROVEMENTS - DESIGN-BUILD; AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE.

WHEREAS, via the competitive selection process in accordance with Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act and consistent with Federal procurement policies, as applicable, the City of Tampa ("City") selected Allstate Construction, Inc., ("Firm") to provide professional services in connection with Contract 22-C-00025; Gandy and Palonis Park Improvements - Design-Build ("Project") as detailed in the Agreement for Professional Services ("Agreement"); and

WHEREAS, the City desires to enter into an agreement with the Firm to provide for the design and construction of improvements to Gandy Park South and A. J. Palonis Park; and

WHEREAS, pursuant the Agreement between the City and Firm, the said improvements will include but are not limited to a trail connection under the Gandy Bridge, passive recreational opportunities including fishing, picnicking, walking, and kayak launching, as well as other passive recreational activities; and

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

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

Section 1. That the Agreement between the City of Tampa and Allstate Construction, Inc., in connection with Contract 22-C-00025; Gandy and Palonis Park Improvements - Design-Build as detailed in said Agreement, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in substantially similar form.

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

Section 3. This resolution provides funding in the amount of \$195,490 for professional design services for the Gandy Park South and A. J. Palonis Park Improvements project from within the Private Donations Capital Projects Fund.

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

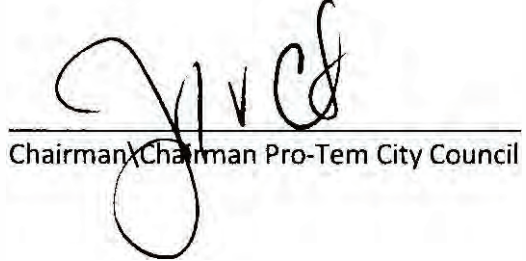
Section 5. That other proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

FEB 16 2023

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

ATTEST


City Clerk/Deputy City Clerk


Chairman/Chairman Pro-Tem City Council

APPROVED AS TO FORM:

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

AGREEMENT FOR DESIGN-BUILD INITIAL SERVICES

THIS AGREEMENT, made and entered into at Tampa, Florida, this _____ day of _____, 2023, by and between the City of Tampa, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", and the following entity authorized to do business in the State of Florida: Allstate Construction, Inc., hereinafter referred to as "FIRM", with an FEIN of 592623996.

WITNESSETH:

WHEREAS, the CITY desires to engage the FIRM to perform certain services pertinent to such work which shall be referred to as Contract 22-C-00025; Gandy and Palonis Park Improvements - Design-Build "Project" in accordance with this Agreement and limited to the elements of the Design Criteria Package ("DESIGN CRITERIA PACKAGE") attached hereto as **Exhibit A** ; and

WHEREAS, the FIRM desires to provide such services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, representations and considerations to be kept, performed and paid, the parties hereto agree for themselves, their successors and assigns, as follows:

I. GENERAL SCOPE OF THIS AGREEMENT

A. The relationship of the FIRM to the CITY shall be that of an independent professional Design-Builder for the Project; and the FIRM shall provide the Initial Design-Build services required under this Agreement in accordance with acceptable architectural/engineering/construction practices and ethical standards.

B. Any additional services to be provided by the FIRM shall be set out in detail by subsequent Agreement and shall be limited to the elements of the DESIGN CRITERIA PACKAGE.

C. The Guaranteed Maximum Price proposal to be prepared and provided by the FIRM in accordance with this Agreement shall be used as a basis for negotiating the future Agreement for Construction Services. A Design-Build Fee not to exceed eight percent (8.00%) of the Cost Of Construction shall be used in the calculation of the Total Project Cost.

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

II. DATA AND SERVICES TO BE PROVIDED BY THE CITY

The CITY shall provide:

A. Available plans and specifications of existing construction.

B. Ground topography.

III. PERIOD OF SERVICE

A. The FIRM shall begin work promptly after receipt of a fully executed copy of the Agreement. All work shall be completed within 135 Calendar Days after issuance of the Notice to Proceed.

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

IV. GENERAL CONSIDERATIONS

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

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

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

V. COMPENSATION

The CITY shall compensate the FIRM for the Initial Design-Build services performed under this Agreement in the amount of \$195,490 in accordance with **Exhibit C**.

VI. PAYMENT

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

Where subcontracting exists with, FIRM shall with each invoice, submit a report on Form MBD-30 DMI Sub- (Contractors/ Consultants/Suppliers) Payments of all subcontracting entity contract amounts and payments

together with completed reports or forms as the CITY may from time to time require pursuant to Chapter 26.5, City of Tampa Code.

VII. RECORDS

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

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

VIII. PERSONNEL

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

IX. SUSPENSION, CANCELLATION OR ABANDONMENT

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

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

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

X. TERMINATION

A. Termination for Cause.

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

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

B. Termination for Convenience.

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

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

XI. INSURANCE

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

XII. INTERESTS OF MEMBERS OF THE CITY

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

XIII. INTEREST OF THE FIRM

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

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

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

XIV. COMPLIANCE WITH LAWS

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

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

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

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

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

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

XV. ASSIGNABILITY

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

XVI. EQUAL EMPLOYMENT

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

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

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

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

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

XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM

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

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

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

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

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

XVIII. CODE OF ETHICS

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

XIX. NEGATION OF AGENT OR EMPLOYEE STATUS

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

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

XX. SEVERABILITY

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

XXI. CHOICE OF LAW

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

XXII. DESIGNATION OF FORUM

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

XXIII. AUTHORIZATION

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

XXIV. ENTIRE AGREEMENT

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

XXV. INDEMNIFICATION

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

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

XXVI. ESTOPPEL/WAIVER

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

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

XXVII. AUDIT REQUIREMENTS.

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

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

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

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

XXVIII. DEFAULT

A default shall consist of any use of Grant Funds for a purpose other than as authorized by this Agreement, noncompliance with any provision in all Articles herein, any material breach of this Agreement, failure to comply with the audit requirements as provided herein, or failure to expend Grant Funds in a timely or proper manner. A cancellation for default pursuant to this Article shall not impair or limit the CITY's remedy for the FIRM's breach of warranty to the extent of work performed, not for errors or omissions in the professional engineering services prior to cancellation.

XXIX. BUDGET APPROPRIATIONS

The CITY is subject to Section 166.241, Florida Statutes, and is not authorized to contract for expenditures in any fiscal year except in pursuance of budgeted appropriates. With respect to this Agreement, the CITY has budgeted and appropriated sufficient monies to fund the CITY's obligations under this Agreement. The obligations of the CITY hereunder shall not constitute a general indebtedness of the CITY within the meaning of the Florida Constitution.

XXX. SCRUTINIZED COMPANIES

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

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

XXXI. PUBLIC RECORDS

A. Exempt Plans. FIRM pursuant to this Agreement (and as part of the solicitation process that resulted in award of this Agreement) may hold, come into possession of, and/or generate certain building plans, blueprints, schematic drawings, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, facility, or other structure owned or operated by

the CITY or an agency (singularly or collectively "Exempt Plans"), which pursuant to Section 119.071(3), Florida Statutes, are exempt from Section 119.07(1), Florida Statutes and Section 24(a), Art. I of the Florida State Constitution. FIRM certifies it has read and is familiar the exemptions and obligations of Section 119.071(3), Florida Statutes; further that FIRM is and shall remain in compliance with same, including without limitation maintaining the exempt status of such Exempt Plans, for so long as any Exempt Plans are held by or otherwise in its possession. This section shall survive the expiration of earlier termination of this Agreement.

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

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

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

2. Upon request by the CITY, provide the CITY with copies of the requested records, having redacted records in total on in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the CITY) on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

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

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

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

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

XXXII. E-VERIFY

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

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

[SIGNATURES ON FOLLOWIN PAGE]

FIRM:

Allstate Construction, Inc.

By: _____

Print Name: _____

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

Other (must attach proof of authority): _____

License no: _____

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

[SEAL]

ATTEST:

CITY:

City of Tampa, Florida

By: _____

City Clerk/Deputy City Clerk

[SEAL]

By: _____

Jane Castor, Mayor

APPROVED AS TO FORM:

Justin R. Vaske, Senior Assistant City Attorney

Exhibit A



**RFQ 22-C-00025 DESIGN-BUILD SERVICES
FOR
GANDY AND PALONIS PARK IMPROVEMENTS**

DESIGN CRITERIA PACKAGE

PREPARED BY:

CHRISTOPHER THOMPSON, RLA
PARKS AND RECREATION DEPARTMENT

JEFFREY L. WILSON, AIA NCARB
CONTRACT ADMINISTRATION DEPARTMENT

CITY OF TAMPA
APRIL 8, 2022

DESIGN CRITERIA PACKAGE FOR THE REQUEST FOR QUALIFICATIONS (RFQ 22-C-00025)

Gandy and Palonis Park Improvements

April 8, 2022

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DESIGN CRITERIA PACKAGE:

The following Design Criteria Package was prepared by the City of Tampa, Florida (CoT) for a Request for Qualifications (RFQ-22-C-00025) for Design-Build Services for the renovation and improvement of Lieutenant Colonel A.J. Palonis Jr. Park (18.69 Acres) and South Gandy Park (11.87 Acres) that are located on opposite sides of West Gandy Boulevard, east of the Gandy Bridge, facing Old Tampa Bay. The scope of this 30.56 Acre (approximate) project (refer Exhibits A, B, C and D) shall include, but not be limited to, the following:

- Comprehensive Architectural Services including, but not limited to, Restrooms and Picnic Shelters.
- Comprehensive Engineering Services including, but not limited to, Civil, Structural, Marine, and Lighting Design.
- Comprehensive Project Programming and Analysis.
- Comprehensive Specialty Design Services for a Multi-Use Dock/Pier System to provide passive recreational, fishing, and daily boaters including small craft launching (kayak and canoe).
- Additional Elements and Amenities as Outlined in the Public Input Summary.
- Comprehensive Landscape Architectural Services.
- Environmental Graphic Design Services including Wayfinding, Identification, and Signage.
- Comprehensive Environmental Evaluation and Geotechnical Services.
- Property Survey in State Plan Coordinates including, but not limited to, Bathymetry, Topography, Existing Trees, and Site Utilities.
- Environmental Analysis, Land Clearing, Remediation Services, and Grading.
- Comprehensive Demolition, Construction, and Fabrication Services.
- Comprehensive Cost Estimation Services.

- Compliance with all City of Tampa and Regulatory Requirements as indicated in the City of Tampa's Permitting Checklist.
- Compliance with all Applicable Governing Codes, Laws, Regulations, and Ordinances including Site, Environmental, Building, and Landscaping.
- Compliance with all Required Site, Building, and Regulatory Permitting.
- Compliance with American with Disabilities Act (ADA) and Florida Building Codes | Accessibility
- As-Builts and Final Documents in Latest AutoCAD Release.
- Complete Technical Specifications and Exhibits.
- Single Guaranteed Maximum Price (GMP) Proposal with Cost Estimate.

SECTION 1: DESIGN CRITERIA IN GENERAL

1.01 PURPOSE

This document provides the design criteria for the renovation and improvement of Lieutenant Colonel A.J. Palonis Jr. Park (A.J. Palonis Jr. Park) and South Gandy Park.

DESIGN CRITERIA PACKAGE FOR THE REQUEST FOR QUALIFICATIONS (RFQ 22-C-00025)

Gandy and Palonis Park Improvements

April 8, 2022

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1.02 SITE

Lieutenant Colonel A.J. Palonis Jr. Park (A.J. Palonis Jr. Park) is a City of Tampa Park located at 5123 West Gandy Boulevard, Tampa, Florida 33611 in the coastal neighborhood of Bayside West (Refer to Exhibit A). The 18.69 Acre park is located at the east end of the Gandy Bridge, as well as on the north side of West Gandy Boulevard, and overlooks Old Tampa Bay.

Gandy Park South is a City of Tampa Park located at 5121 West Gandy Boulevard, Tampa, Florida 33611 in the coastal neighborhood of Gandy-Sun Bay South (Refer to Exhibit B). The 11.87 Acre Park is located at the east end of the Gandy Bridge, as well as on the south side of West Gandy Boulevard, and overlooks Old Tampa Bay.

Both A.J. Palonis Jr. Park and Gandy Park South are on sites opposite one another (across West Gandy Boulevard) owned by the Florida Department of Transportation (FDOT) and leased to the City of Tampa and maintained by the municipality.

1.03 SITE DEVELOPMENT CRITERIA

All respondents shall be advised that the Florida Department of Transportation (FDOT) has created preliminary plans to design and build a new westbound bridge and demolish the current eastbound bridge as part of a Project Development and Environment Study (PD&E). Preliminary concepts are provided in the Public Summary Report. Coordination with the FDOT concerning these planned improvements is part of the design and site requirements for this project to ensure that major improvements will not be affected by new bridge construction.

1.04 INTENT

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

1.05 BASIS OF DESIGN

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

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

DESIGN CRITERIA PACKAGE FOR THE REQUEST FOR QUALIFICATIONS (RFQ 22-C-00025)

Gandy and Palonis Park Improvements

April 8, 2022

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1.06 DESIGN-BUILD TEAM REQUIREMENT

The Design-Build team to be utilized for this project shall be required to have suitable personnel and equipment, resources, financial stability, and experience to accomplish the project objectives. The Design-Build team shall be responsible for every phase of work and every task and activity, including but not limited to, project management, design, engineering, construction, fabrication, and construction administration, required to execute the scope of work complete in its entirety to achieve LEEDS objectives, if applicable. The Design-Build team shall also be required to conduct all testing, obtain all approvals, perform site commissioning, and provide systems training in accordance with the budget and schedule as deemed by the City of Tampa's Parks and Recreation Department.

1.07 SCHEDULING AND PROJECT COORDINATION

Scheduling and coordination of the project must organize long lead times, potential delays, and funding in the most efficient and suitable manner acceptable to the Parks and Recreation Department (P&R) and A.J. Palonis Jr. Park and South Gandy Park South operations. Respondents to this Request for Qualifications (RFQ) should propose a scheduling and coordination matrix as well as a workplan to keep the parks operational, in whole or in part, as part of the Single Guaranteed Maximum Price (GMP) Package; to be refined during the pre-sign/proposal phase in negotiation with the end-user and stakeholders of the City of Tampa (CoT).

1.08 EXHIBITS

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

1.09 ZONING OF THE SITE

The 30.56 Acre (approximate) project site comprised of Lieutenant Colonel A.J. Palonis Jr. Park (A.J. Palonis Jr. Park) and Gandy Park South (including submerged lands and FDOT ROW) is currently zoned RS-150 - Residential Single-Family. The project area is comprised of open turf areas with scattered maturing hardwood, mangrove forests, submerged land as well as existing gravel parking areas.

1.10 FEMA FLOOD ZONE

The 30.56 Acre (approximate) project site comprised of Lieutenant Colonel A.J. Palonis Jr. Park (A.J. Palonis Jr. Park) and Gandy Park South (including submerged lands and FDOT ROW) is in FEMA Flood Zone AE and FEMA Flood Zone EL as shown on the attached FEMA FIRMette (Refer to Exhibit C).

DESIGN CRITERIA PACKAGE FOR THE REQUEST FOR QUALIFICATIONS (RFQ 22-C-00025)

Gandy and Palonis Park Improvements

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1.11 SURVEY AND VERIFICATIONS OF SITE CONDITIONS

Design-Build services shall include, but not be limited to a property survey, including but not limited to, boundaries, topographic, existing trees as well as the verification of all existing conditions including, but not limited to, site drainage, trails, bathymetry, utilities (within and adjacent to the site), utility coordination, environmental compliance, and regulatory permitting, as well as the ultimate construction of all site amenities necessary to provide the needed upgrades, repairs, and/or replacements of indicated infrastructure.

Bathymetry will be required to the extent necessary to permit and construct the planned dock/pier system. Tree, topography, and utility information will be required as needed for permitting.

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

All land clearing, site work, demolition, removal, grading, and landscaping made necessary to achieve the final design for this project shall be included by the respondents to this Request for Qualifications (RFQ).

1.13 COMPLIANCE WITH GOVERNING CODES AND LIFE SAFETY

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

1.14 COMPLIANCE WITH CITY OF TAMPA ORDINANCES

All respondents to this Request for Qualifications (RFQ) shall be required to comply with all municipal ordinances, including but not limited to those regarding 1) Workforce Development, 2) Apprenticeship Training, 3) Equal Business Opportunity (EBO) Programs, and 4) Public Art (including but not limited to coordinating installation(s) and providing of required utilities) as outlined in the City of Tampa Ordinances and Forms of Agreements.

All respondents to this Request for Qualifications (RFQ) shall be aware of the City of Tampa desire to foster ongoing or developing programs such as apprenticeship, mentoring, and on-the-job training. Emphasis towards fostering a strong and talented local workforce, promoting an increase in school attendance and graduation rates, defining pathways through higher education, technical certification programs and career readiness are a City of Tampa objective. Additionally, the championing of local business, removing barriers to access, and promoting diversity, and inclusion, in addition to that mentioned, are important criteria in the selection process(es).

DESIGN CRITERIA PACKAGE FOR THE REQUEST FOR QUALIFICATIONS (RFQ 22-C-00025)

Gandy and Palonis Park Improvements

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

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

1.16 UNDERSTANDING OF THE PARKS AND RECREATION DEPARTMENT ORGANIZATION AND WORKFLOW

All respondents to this Request for Qualifications (RFQ) shall have a complete and thorough understanding of the organization, workflow, and transfer of information and materials (physical and virtual) with the City of Tampa's Parks and Recreation Department (P&R).

1.17 PROGRAMMING AND ANALYSIS

All respondents to this Request for Qualifications (RFQ) shall have a complete and thorough understanding of A.J. Palonis Jr. Park and South Gandy Park as well as the goals, objectives, standards (including but not limited to drinking fountains, benches, and trash receptacles) and approved details of the Parks and Recreation Department (P&R) to eventually prepare a final program for this project upon their selection. The scope of work shall also include, but not be limited to, the collection of data and materials, research, planning, analysis, and wayfinding.

1.18 CONSTRUCTION AND ENERGY SAVINGS

All new construction for this project, if applicable, shall be designed and built to comply with the minimum standards for LEED (Leadership in Energy and Environmental Design) Silver certification. All new construction shall make the best use of all applicable and sustainable materials and methodologies as well as energy producing and savings technologies including, but not limited to, solar if applicable.

1.19 USE OF NEW AND EMERGING TECHNOLOGIES

All new construction shall consider the possible use of emerging and new technologies and commercially available products if they can be proven to result in the successful and satisfactory design and construction of the project, including but not limited to, those for multi-use trail, dock, boardwalk, shelters and other required elements for the City of Tampa's Parks and Recreation Department (P&R).

1.20 ENVIRONMENTAL CRITERIA

The 30.56 Acre (approximate) project site comprised of Lieutenant Colonel A.J. Palonis Jr. Park (A.J. Palonis Jr. Park) and Gandy Park South (including submerged lands and FDOT ROW) are currently part of a developed park site which moderately slopes from the Gandy Boulevard Right-

DESIGN CRITERIA PACKAGE FOR THE REQUEST FOR QUALIFICATIONS (RFQ 22-C-00025)

Gandy and Palonis Park Improvements

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of-way to Old Tampa Bay to the north and west, and to the Rattlesnake Point Channel to the south.

1.21 ENVIRONMENTAL EVALUATION AND REMEDIATION

Environmental evaluation, analysis, and specialty services for reporting, reviews, discussion, approvals, and remediation, if required, shall be included by all respondents to this Request for Qualifications (RFQ).

1.22 A.J. PALONIS JR. PARK AND SOUTH GANDY PARK SITE VISIT

All respondents to this Request for Qualifications (RFQ) are invited to visit A.J. Palonis Jr. Park and South Gandy Boulevard Park during their hours of operation.

SECTION 2: BASIS OF DESIGN

2.01 RFQ RESPONSE

2.01a The Design-Build Team shall demonstrate experience and the ability to develop a Guaranteed Maximum Price (GMP) to include this and all attachments and associated exhibits (Refer to Exhibits). Design and Construction scopes shall include all, but not be limited to, preliminary pricing at 30%, 60%, 90%, and 100% design documents, Equal Business Opportunity (EBO), Federal Emergency Management Agency (FEMA), and Utility submission at 60%, and any other qualifications addressing GMP total scope.

2.01b The Design-Build Team shall demonstrate experience and the ability to coordinate this project proposal in response to Parks and Recreation Department (P&R)'s scheduling criteria as a recommendation for a single Guaranteed Maximum Price (GMP) to coordinate long lead-times, maximize downtime efficiencies, potential delays, and general phase work, in a least disruptive sequence to A.J Palonis Jr. Park's and South Gandy Park's continual operations; that shall remain open and active, during design and construction most efficiently.

2.01c The Design-Build Team shall demonstrate previous success in the delivery of municipal parks that that meet multiple objectives and goals included in this Request for Qualifications (RFQ).

2.02 Budget for Initial Design and Pre-Construction Services: \$250,000.00

2.03 Budget for Construction: \$1,750,000.00

2.04 Total Budget for Initial Design, Pre-Construction Services, and Construction: \$2,000,000.00
Total project budget is to be verified as part of the design and pre-construction efforts.

2.04 Start Date for Construction: April 1, 2024

DESIGN CRITERIA PACKAGE FOR THE REQUEST FOR QUALIFICATIONS (RFQ 22-C-00025)

Gandy and Palonis Park Improvements

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2.05 Project Construction Duration: One (1) Year

2.06 DESIGN CRITERIA | SITE

2.06a The 30.56 Acre (approximate) project site is comprised of Lieutenant Colonel A.J. Palonis Jr. Park (A.J. Palonis Jr. Park) and Gandy Park South (including submerged lands and FDOT ROW).

2.06b The preliminary and final designs are to be based on providing amenities and elements defined in the Project Narrative on page seven (Page 7) of the Public Input Summary for this project; to be provided prior to a signed agreement. The goal is to meet the needs of the park users as to be provided to the selected respondent (prior to a signed agreement) by the City of Tampa Parks and Recreation Department (P&R).

2.06c The design should consider the existing site conditions including existing drainage patterns, and the needs of the community to provide a stable bank and useable bayfront recreational opportunities. It is imperative that the final designer and preparer of construction documents fully understand Americans with Disabilities Act (ADA) and Florida Building Code (FBC) regulations regarding accessibility, public safety, docks, boardwalks, shoreline protection and strengthening, trails and all related requirements to design, permit and construct this facility accordingly in its entirety.

2.06d Design-Build services shall include but not be limited to providing a survey and verification of all existing conditions including evaluation of the current drainage across the site, existing features including boardwalks, bathymetry, topography and utilities, development of a plan for all elements necessary to complete a successful trail and boardwalk system, environmental compliance, utility coordination, regulatory permitting, development of Guaranteed Maximum Price and ultimate construction of all site amenities necessary to complete this new waterside amenity.

2.06c The approved final design shall be complete in all respects as deemed by the Parks and Recreation Department (P&R) and shall include all elements necessary to complete the project in its entirety.

2.07 DESIGN CRITERIA | REQUIRED IMPROVEMENTS

2.07a The scope of works shall include, but limited to, all restrooms, shelters, boardwalks, dock(s), piers, and multi-use trails and their connections.

2.07b The scope of work shall include the connecting of A.J. Palonis Jr. Park and South Gandy Park underneath the Gandy Bridge as well as trail lighting for safety, the repair, renovation and/or replacement of boardwalks, improved accessible parking, and areas to secure bicycles.

2.7b The scope of works shall also include, but not limited to, the development of multi-use dock/pier system to provide passive recreational, fishing, and daily boaters including small craft launching

DESIGN CRITERIA PACKAGE FOR THE REQUEST FOR QUALIFICATIONS (RFQ 22-C-00025)

Gandy and Palonis Park Improvements

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(kayak and canoe) as well as additional elements and amenities outlined in the Public Input Summary; to be provided prior to a signed agreement.

- 2.07b In addition to providing a multi-use dock/pier system site improvements shall include fish cleaning station(s), a kayak rack, and a kayak wash-down area. All respondents shall be advised that the providing of required water and sewer are requirements of this project as neither are currently provided.
- 2.07c The final design shall also provide consideration for all site furnishings and ancillary park elements, including but not limited to, benches, trash receptacles, drinking fountain(s), irrigation (if needed), etc.
- 2.07d Any areas of shoreline needing stabilization should be addressed during design and reinforced to prevent undermining and erosion of the bank by the Design-Build Team. The design may include, but is not limited to, vertical wall elements, rip-rap revetments, living shorelines, or a combination of elements. Sustainability and Resiliency are key principles required in the preliminary and final design.

2.08 DESIGN CRITERIA | OWNER PROVIDED MATERIALS

- 2.08a The Parks and Recreation Department (P&R) shall provide to the selected Design-Build Team an AutoCAD drawing of the existing site. Please note that the level of accuracy of this drawing is unknown and shall be verified by the selected Design-Build Team in advance of any work.
- 2.08b The Parks and Recreation Department (P&R) shall provide to the selected Design-Build Team copies of the Public Input Summary Report.
- 2.08c The Parks and Recreation Department (P&R) shall provide to the selected Design-Build Team copies of the Lease Agreements for A.J. Palonis Jr. Park and South Gandy Park.
- 2.08d The Parks and Recreation Department (P&R) shall provide to the selected Design-Build Team copies of its standard details and outline specifications including, but not limited to, benches, drinking fountains, and trash receptacles.
- 2.08e All items and/or materials required to design and execute the final and approved design for this project, and not indicate herein as provided by the Parks & Recreation Department (P&R) or the City of Tampa (CoT), shall be provided without additional cost by the Design-Build Team.

DESIGN CRITERIA PACKAGE FOR THE REQUEST FOR QUALIFICATIONS (RFQ 22-C-00025)

Gandy and Palonis Park Improvements

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SECTION 3: EXHIBITS

3.01 The following exhibits are to be made part of this Request for Qualifications (RFQ) and include the following:

3.01a EXHIBIT A – A.J. Palonis Jr. Park. Refer to Page 10 of 12.

3.01b EXHIBIT B – Gandy Park South. Refer to Page 11 of 12.

3.01c EXHIBIT C – FEMA National Flood Hazard Layer FIRMette. Refer to Page 12 of 12.

3.02 The following exhibits are to be made part of this Request for Qualifications (RFQ) and shall be provided prior to a signed agreement. These include the include the following:

3.02a EXHIBIT D - Public Input Summary Report.

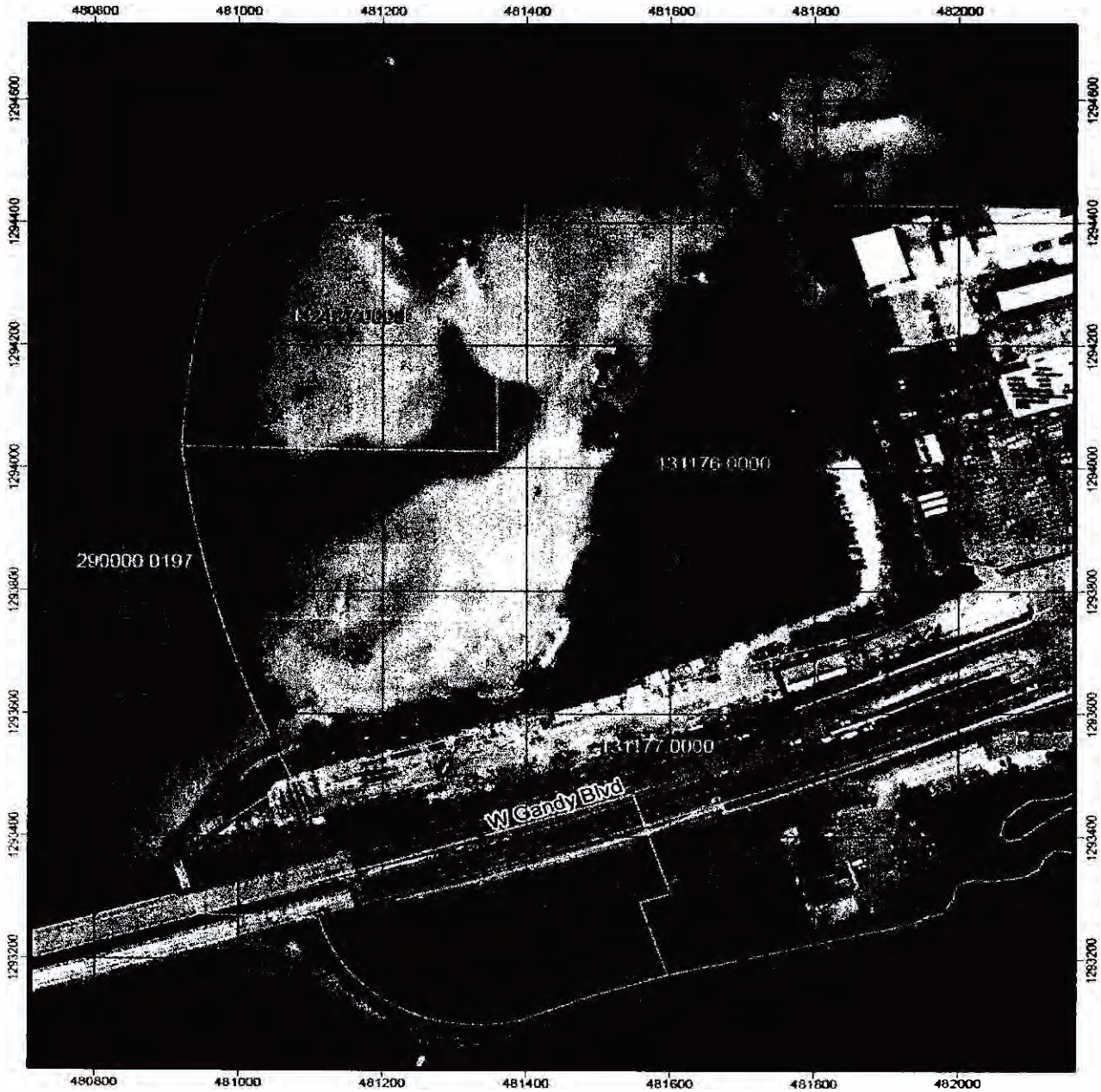
3.02b EXHIBIT E – Lease Agreements for A.J. Palonis Jr. Park and South Gandy Park.

DESIGN CRITERIA PACKAGE FOR THE REQUEST FOR QUALIFICATIONS (RFQ 22-C-00025)

Gandy and Palonis Park Improvements

April 8, 2022

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A. J. Palonis Jr. Park

5123 W. Gandy Boulevard

A. J. Palonis Jr. Park has a total area of 18.69 acres located in City Council District 4. This Dedicated Neighborhood Resource Based Park is owned by FDOT and maintained/operated by City of Tampa.

Scale: 1" = 200' Feet

Path: P:\03 Global\06 GIS\P&R - CURRENT\Maps\ParkInventory_CURRENT.aprx



Site 2 of 206

EXHIBIT A – A.J. PALONIS JR. PARK

NTS

DESIGN CRITERIA PACKAGE FOR THE REQUEST FOR QUALIFICATIONS (RFQ 22-C-00025)

Gandy and Palonis Park Improvements

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Gandy Park South

5120 W Gandy Blvd

Gandy Park South has a total area of 11.87 acres located in City Council District 4. This Dedicated Neighborhood Resource Based Park is owned by FDOT and maintained/operated by City of Tampa.

Scale: 1" = 400' Feet

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Site 67 of 206

EXHIBIT B – GANDY PARK SOUTH

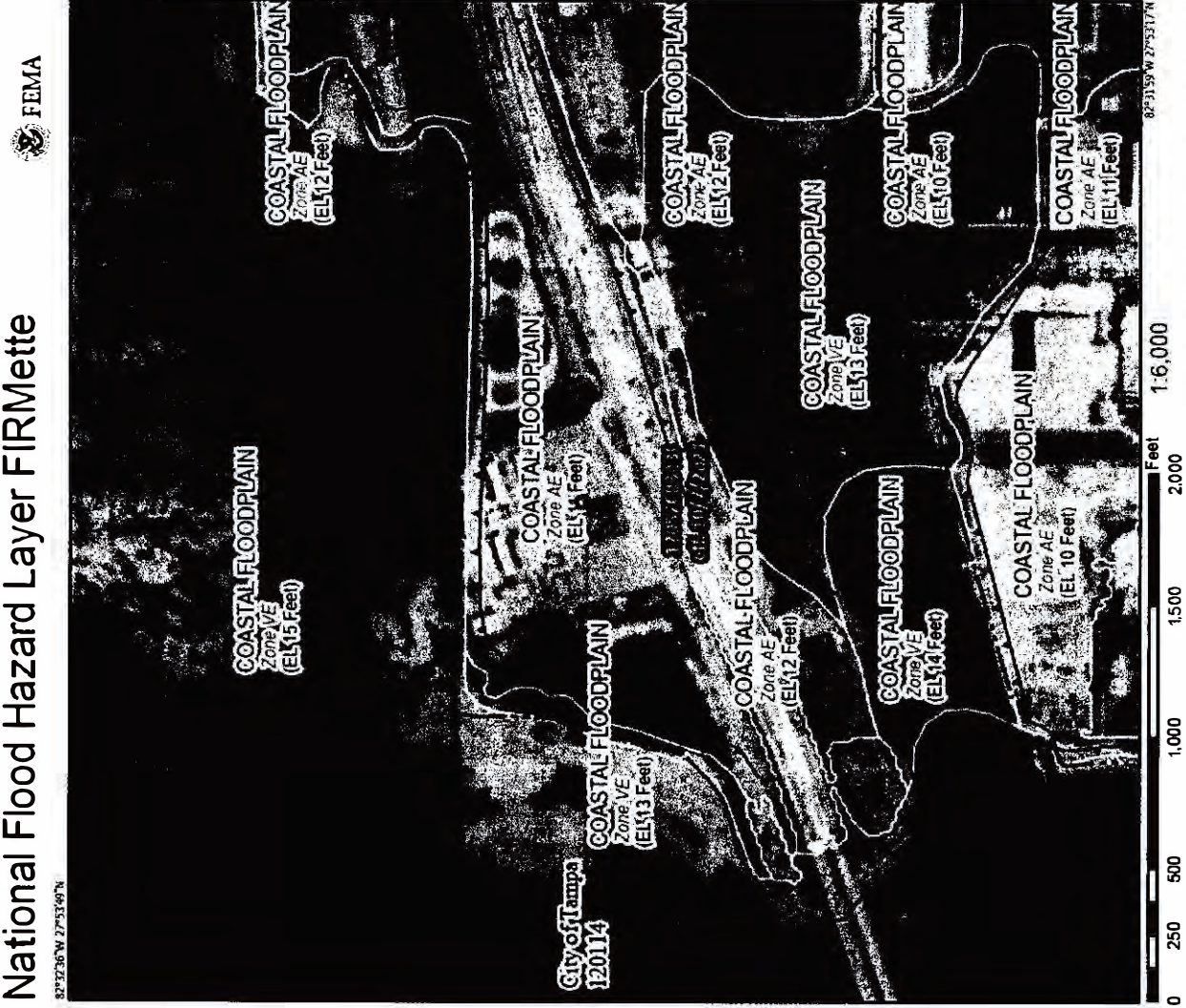
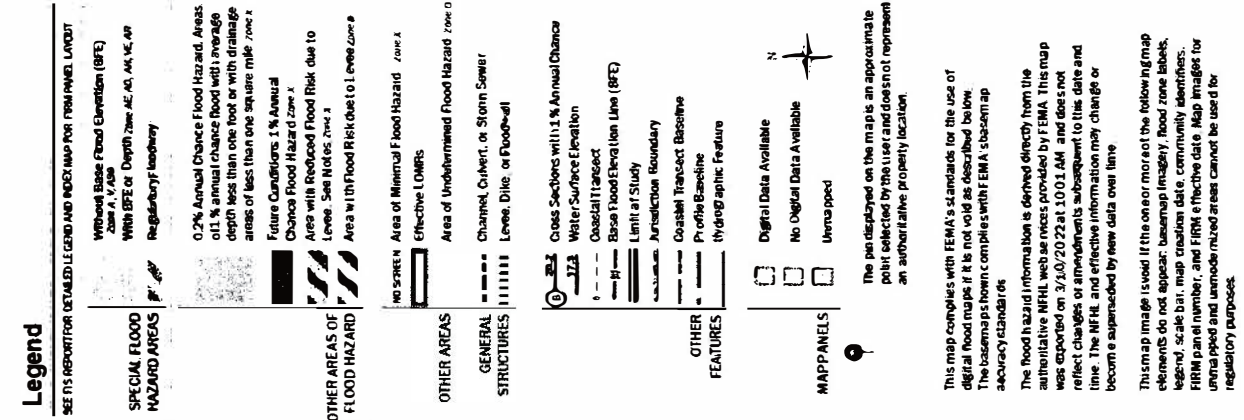
NTS

DESIGN CRITERIA PACKAGE FOR THE REQUEST FOR QUALIFICATIONS (RFQ 22-C-00025)

Gandy and Palonis Park Improvements

April 8, 2022

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22-C-00025 - Gandy and Palonis Park Improvements
 Exhibit B SCOPE OF SERVICES - Attachment 1
 October 11, 2022

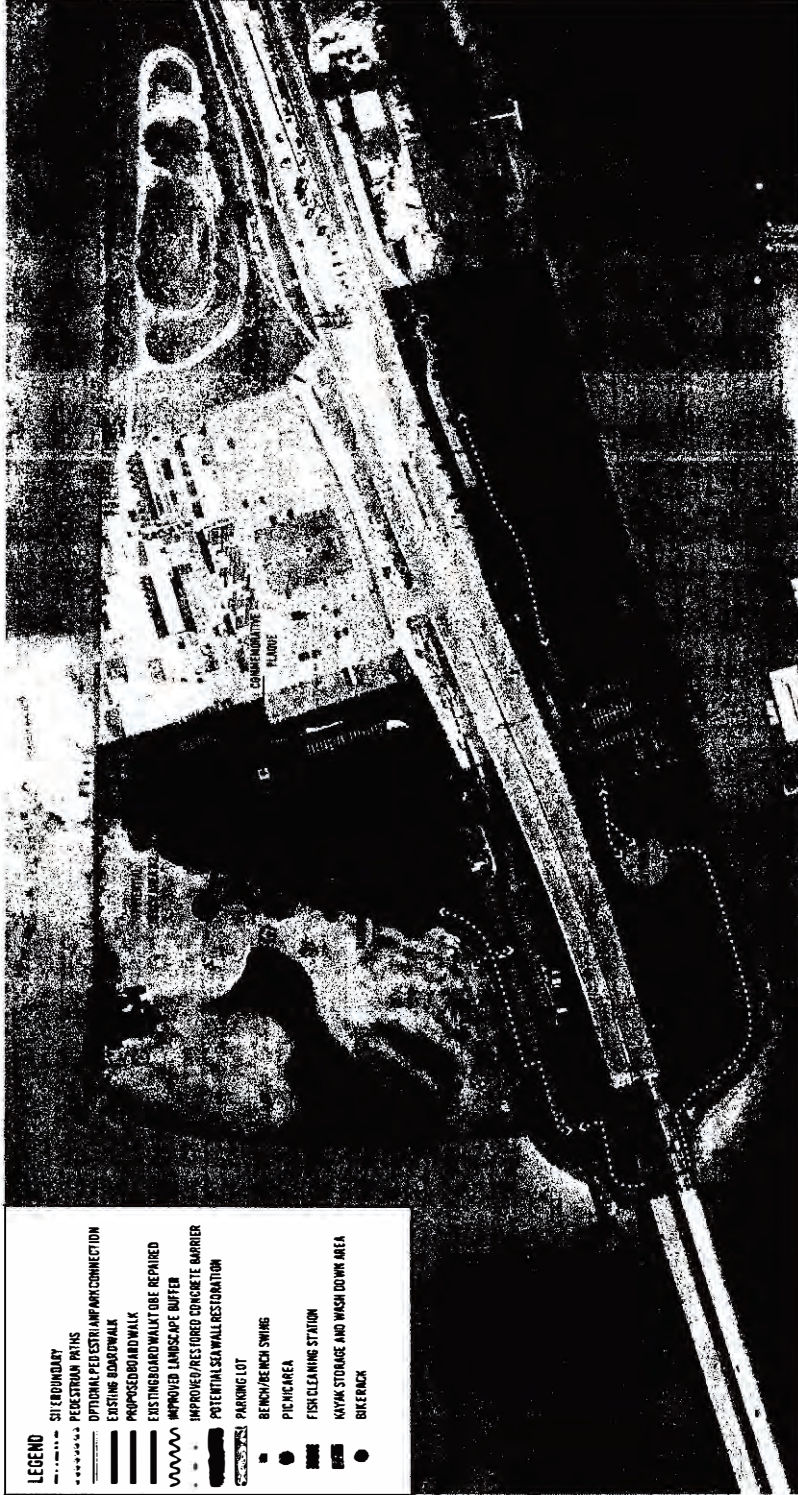
Exhibit B

Project Conceptual Scope

Amenities (Scope of Work)

1. Restrooms
2. Shelters
3. New Boardwalks
4. Repair, renovate and/or replacement of boardwalks
5. Dock(s)/Pier system
 - a. Passive recreational fishing
 - b. Small craft launching (kayak and canoe)
 - c. Fish cleaning station
 - d. Kayak Rack
 - e. Kayak wash-down area
6. Multi-use trails and their connections
7. Trail Lighting
8. Connecting the two parks
9. Improved accessible parking
10. Bike parking
11. Site furnishings
 - a. Benches
 - b. Trash receptacles
 - c. Drinking fountain(s)
 - d. Irrigation (if needed)
12. Shoreline Stabilization
 - a. Vertical wall elements
 - b. Rip-rap revetments
 - c. Living shorelines
 - d. Combination of elements

CS





Revised December 22, 2022

Re: 22-C-00025 Gandy and Palonis Park Improvements
Scope of Services

Services to be Provided:

Provide design and preconstruction management services Gandy and Palonis Park Improvements project.

At this time the Design and Preconstruction will consist of One (1) phase:

- **Conceptual Design and Estimate**
- See Revised PC & Design Milestone Schedule, Exhibit A Attachment 1, 1-page dated 12/21/2022.

Our Design and Preconstruction Proposal scope includes:

I. Conceptual Design Activities:

- a. Civil Design
 - 1. Stormwater
 - 2. Shoreline Stabilization
 - 3. Site water services
 - 4. Site sewer services
 - 5. Site electrical services
- b. Landscape and Hardscape Design
- c. Environmental Engineering
- d. Architectural Design
- e. Structural Design
- f. Geotechnical Engineering
- g. Surveying

II. Permitting:

- 1. Not included in this phase of the contract.

III. Scopes of Work:

The scopes of work to be included are graphically represented in the **Conceptual Scope of Work, 1-page dated October 10, 2022**, that was established from the Design Criteria Package, prepared by Christopher Thompson, RLA, Park and Recreation Department, and Jeffery L. Wilson, AIA NCARB, Contract Administration Department, City of Tampa, dated April 8, 2022, summarized as follows:

Design Services - Plans and technical specifications:

- a. Site infrastructure
 - 1. Water services
 - 2. Sewer services
 - 3. Electrical services
- b. Site signage - Wayfinding
- c. Restrooms.
- d. Shelters.
- e. Boardwalks.

- f. Dock(s) and Piers.
- g. Multi-Use Trails, per the Preliminary Conceptual Trail Alignment A, page 30 of 42, from the Project Concept Report, South Tampa Greenway: Friendship Trail, August 2008 (Rev. 11/7//08) and (Rev. 05/04/09).
 - 1. Connecting of A.J. Palonis Jr. Park and South Gandy Park underneath the Gandy Bridge, per Proposed Undercrossing, Section A-A, page 35 of 42, from the Project Concept Report, South Tampa Greenway: Friendship Trail, August 2008 (Rev. 11/7//08) and (Rev. 05/04/09).
 - 2. Trail lighting for safety.
 - 3. Repair, renovation, and/or replacement of boardwalks.
 - 4. Improved accessible parking.
 - 5. Multi-use dock/pier system to provide passive recreational, fishing, and daily boaters including small craft launching (kayak and canoe).
 - 6. Fish cleaning station(s).
 - 7. A kayak racks.
 - 8. Kayak wash-down area.
- h. Site furnishings.
 - 1. Benches.
 - 2. Trash receptacles.
 - 3. Drinking fountain(s).

Preconstruction Services:

- i. Project schedule management and coordination.
 - 1. Monthly status updates.
- j. **Phase 1 constructability and costs reviews at Conceptual Design Documents.**
 - 1. **An initial opinion of probably costs will be compiled during the Conceptual Design phase. This costs review will be utilized to finalize the priority scopes of work that can be afforded within the established budget. At that time, the Design & Preconstruction contract / fee values can be adjusted to match the final priority scopes of work.**

IV. Exclusions:

- a. The Following items are not included in Phase 1 Scopes of Work:
 - 1. 60% Design Documents and Estimate
 - 2. 90% Design Documents and Estimate
 - 3. 100% Construction and Permitting Documents
 - 4. Subcontractor Bidding and GMP Submittal
 - 5. Submit for Permit
- b. Permitting costs are not included in the preconstruction & design fee proposal. All permit costs to be included in the pending Guaranteed Maximum Price Contract.
- c. FDOT permitting is not included.
- d. Hazardous material studies and abatement designs are not included.



Exhibit B

EXHIBIT A Scope of Services - Attachment 2
PRECONSTRUCTION / DESIGN MILESTONE SCHEDULE
 22-C-00025 Gandy and Palonis Park Improvement

12/22/2022

	Responsibility	Item / Description	Start	Duration	Finish
1.	ACI / HEIDT	Design & Preconstruction Contract DRAFT	10/10/2022	20	Friday, December 23, 2022
2.	ACI / HEIDT	Owner Approval of Design & PC Contract	12/23/2022	21	Friday, January 13, 2023
3.	COT	Phase 1 Preconstruction & Design Notice to Proceed	1/14/2023	14	Saturday, January 28, 2023
4.	ACI / HEIDT	Conceptual Design	1/29/2023	42	Sunday, March 12, 2023
5.	ACI / HEIDT	Conceptual Design Costs Review Submittal	3/12/2023	21	Sunday, April 2, 2023
6.	COT	Conceptual Design Review Workshop	4/2/2023	14	Sunday, April 16, 2023
7.	COT	Conceptual Design Approval	4/16/2023	21	Sunday, May 7, 2023



Exhibit C

PROJECT: The City of Tampa
LOCATION: Tampa FL

DESCRIPTION: Gandy and Palonis Park Improvements
PC / Design Fee Proposal
Project Duration: 13 Weeks
Job Number: 22-3031

DATE: 12/22/2022
Prepared By: _____
Project Size (SF): _____
Rev: 0311-08

CSI DIVISION	DESCRIPTION	LABOR	MATERIAL	SUBCONTRACT	TOTAL
01	PRECONSTRUCTION SERVICES	\$ 28,680	\$ 813	\$ 450	\$ 29,943
01	DESIGN & ENGINEERING SERVICES			\$ 165,547	\$ 165,547
TOTAL DIRECT COSTS		\$ 28,680	\$ 813	\$ 165,997	\$ 195,490

PROJECT SUMMARY

COST CODES	Cost Type	LABOR \$	28,680
		MATERIAL \$	813
		SUB CONTRACT \$	165,997
		SUBTOTAL \$	195,490

	0	Design Contingency		\$	
	M	SALES & USE TAX			included above
		SUBTOTAL		\$	195,490

	M	GEN. LIABILITY		\$	
	M	PROFESSIONAL LIABILITY INSURANCE			Included

TOTAL		\$	195,490
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Exhibit C



The City of Tampa	Gandy and Palonis Park Improvements	Date: 12/22/2022
Tampa FL	PC / Design Fee Proposal	By:

Project Duration 12.99 Weeks

Job Number 22-3031

Rev 03/1/06

COST CODES	DESCRIPTION	QUANTITY	UNIT	UNIT COST	SUB NAME	MBE	TOTAL
PROJECT GENERAL REQUIREMENTS							
(Scope Not Covered General Conditions)							
	Civil, Landscaping, Hardscape, & Environmental	1.00	ls	21,500.00	Heidt		\$ 21,500
	Architectural Design	1.00	ls	7,500.00	Jerel McCants		\$ 7,500
	Structural Design	1.00	ls	31,500.00	Half & Associates		\$ 31,500
	Trail Undercrossing at Gandy Bridge	1.00	ls	22,500.00	Half & Associates		\$ 22,500
	Geotechnical	1.00	ls	29,296.76	AREHNA Engineering		\$ 29,297
	Surveying	1.00	ls	53,250.00	Furgeson		\$ 53,250
	Site Lighting - Electrical Design	1.00	ls	-	Allowance		\$ -
TOTAL - ESTIMATE DETAIL SHEETS							\$ 165,547

CITY OF TAMPA INSURANCE REQUIREMENTS DB/GMP

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, subcontractors (which term includes sub-consultants, as applicable) of any tier subject to the terms and conditions of this document. Firm's maintenance of insurance coverage as required herein is a material element of the Agreement and the failure to maintain or renew coverage or provide evidence of same (defined to include without limitation Firm's affirmative duty to provide from time to time upon City's request certificates of insurance, complete and certified copies of Firm's insurance policies, forms, and endorsements, information on the amount of claims payments or reserves chargeable to the aggregate amount of coverage(s) whether during the term of the Agreement or after as may be requested by the City in response to an issue or potential claim arising out of or related to the Agreement to which Firm's insurance obligations hereunder may apply or possibly help mitigate) may be treated as a material breach of the Agreement. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without any obligation or waiver of its rights) may (i) terminate the Agreement or (ii) purchase such coverages as City deems necessary to protect itself (charging Firm for same) and at City's option suspending Firm's performance until such coverage is in place. If Firm does not reimburse City for such costs within 10 days after demand, in addition to any other rights, City shall also have the right to offset such costs from amounts due Firm under any agreement with the City. All provisions intended to survive or to be performed subsequent to the expiration or termination of the Agreement shall survive, including without limitation Firm's obligation to maintain or renew coverage, provide evidence of coverage and certified copies of policies, etc. upon City's request and/or in response to a potential claim, litigation, etc.

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

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

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

A. Commercial General Liability (CG) Insurance on the most current Insurance Services Office (ISO) Form CG00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability, contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily, personal and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds, Products and completed operations liability coverage maintained for at least 3 years after completion of work. Limits shall not be less than \$1M per occurrence and \$2M general aggregate for Agreements. If a general aggregate limit applies, it shall apply separately to the project/location (ISO CG2S03 or 2S04 or equivalent). (ALWAYS APPLICABLE)

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

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

D. Excess (Umbrella) Liability Insurance for Agreements valued at \$2M or more, Firm will provide an increasing amount of liability coverage as the amount of work increases. A \$50M excess liability tower will be provided for the first three years. Limits will be reviewed at the renewal for appropriateness, with an eventual maximum limit of \$100M in excess coverage. May also compensate for a deficiency in CGL, AU, or WC. (ALWAYS APPLICABLE)

E. Builder's Risk Insurance for property loss exposure associated with construction/renovation/additions to buildings or structures, including materials or fixtures to be incorporated. Must be "All Risk" form with limits of no less than the project's value under construction and not accepted by the City, have no coinsurance penalties, eliminate the "occupancy clause", cover Firm (together with its contractors, subcontractors of every tier, and suppliers), and name City as a Loss Payee. Firm to provide an increasing limit of coverage to coincide with the issuance of GMP's. Wind/named storm and flood sub-limits not to 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 at least \$1M per occurrence and \$2M aggregate; deletion of design/ build liability exclusions, as applicable, and maintained for at least 3 years after completion of work/services and City's acceptance of same. (IF APPLICABLE)

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

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

J. Cyber Liability Insurance where Agreement involves portals allowing access to obtain, use, or store data; managed dedicated servers; cloud hosting services; software/hardware; programming; and/or other IT services and products are involved. Limits of not less than \$2M per occurrence and \$2M aggregate. Coverage sufficiently broad to respond to duties and obligations undertaken by Firm, and shall include, but not be limited to, claims involving infringement of intellectual property/copyright, trademark, trade dress, invasion of privacy violations, damage to or destruction of electronic information, information theft, release of confidential and/or private information, alteration of electronic information, extortion, virus transmission, and network security. Coverage, as applicable and with sufficient limits to respond, for breach response costs, regulatory fines and penalties, credit monitoring expenses. (IF APPLICABLE).

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

L. Longshore & Harbor Workers' Compensation Act/Jones Act for work

being conducted near, above, or on "navigable waters" for not less than the above Employer's Liability Insurance limit. (IF APPLICABLE)

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

N. Property Insurance and Interruption of Business (IOB) Insurance where premises, building, structure, or improved real property is leased, licensed, or

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

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

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

ADDITIONAL REQUIREMENTS

ACCEPTABILITY OF INSURERS- Insurance is to be placed with insurers 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 (e.g. CGL, AL, and Excess (Umbrella) Liability) as to liability arising out of work or operations performed by or on behalf of Firm including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Firm. Coverage can be provided in the form of an endorsement to Firm's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 10 20, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 if later revisions used).

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

- Contract Administration Department, 306 E Jackson St, Tampa, FL 33602 Purchasing Department, 306 E Jackson Street, Tampa, FL 33602
 Other: _____

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

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

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

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

PRIMARY POLICIES - Firm's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 0 104 13 as to the City, its elected officials, departments, officers, employees, and volunteers. Any insurance or self-insurance maintained by the City, its elected officials, departments, officers, employees, and volunteers shall be excess of the Firm's insurance and shall not contribute with it.

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

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

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

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

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

Exhibit E

Tampa's Equal Business Opportunity Program Procedures for GMP Contracts

- The City of Tampa's Equal Business Opportunity Program (EBO) requires setting a construction subcontract goal on each GMP under the CM /or D-Build delivery system.
- Prior to the time construction subcontract goals are set, the Construction Manager (CM) or the Design-Builder (D-B) provides information on subcontract packages planned for the construction phase(s) and their sequencing.
(Ref: use Detailed GMP Estimate and MBD Form-80 PTW)
- The CM (or D-B) participates in a meeting wherein the City will establish narrowly-tailored project goals for SLBE and/or W/MBE subcontractor participation on the project.
(Ref: use MBD Form-70)
- For each subcontracting package to be bid, the CM (or D-B) confirms with the MBD Office, the City's minimum contact list of available SLBE and/or W/MBE firms to be solicited. Note: strategic, extensive outreach is the CM/DB's responsibility (i.e. 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)



Exhibit E

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.: 22-C-00025 Contract Name: Gandy and Palonis Park Improvements
 Company Name: Allstate Construction Inc. Address: 4509 N. Nebraska Ave. Tampa, FL 33603
 Federal ID: 592623996 Phone: 813-231-2525 Fax: _____ Email: sbrewer@allstateconstruction.com

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

No Firms were contacted or solicited for this contract.

No Firms were contacted because: No other Firms were contacted for this Precon & Design Phase

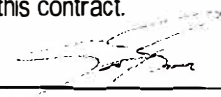
See attached list of additional Firms solicited and all supplemental information (List must comply to this form)

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

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

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
O 264799824	Heidt Design Contact: Rachel Hendry 5904 Hampton Oak Parkway, Suite A, Tampa, FL 33610 Ph (813) 253-5311 Fax (813) 253-5311 Email: rhendry@heidtdesign.com	CM	906, 925	P	Y
W (MBE) 271558886	Jerel McCants Architecture, Inc. Contact: Jerel McCants 1726 E. 7th Ave., Suite 111 Tampa, FL 33605 Ph (813) 812-9120 Fax: N/A Email: jerel@jmccants.com	BM	925	P	Y
W (MBE) 263947444	AREHNA Engineering, Inc. Contact: Kevin M. Hill, P.E., PMP 5012 W. Lemon Street, Tampa, FL 33609 Ph: 813.944.3464 E: 813.944.4959 Email: www.arenha.com	CF	925	P	Y
S (SLBE) 475661955	Ferguson Land Surveyors, PLLC Contact: Timothy J. Drewett 806 Franklin Street, Clearwater, FL 33756 Ph: (727) 230-9606 Email: TIM@FLSurveyors.com	CM	925	P	Y
O 75-1308699	HALFF Associates, INC. Contact: Bruce T. Kaschyk 1000 N. Ashley Drive, Suite 900, Tampa, FL 33602 Ph: (813) 620-4500 Email: www.HALFF.COM	CM	925	P	Y

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

Signed:  Name/Title: Scott Brewer, President Date: October 11, 2022

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 E

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: 22-C-00025 Contract Name: Gandy and Palonis Park Improvements
Company Name: Allstate Construction Inc. Address: 4509 N. Nebraska Ave. Tampa, FL 33603
Federal ID: 592623996 Phone: 813-231-2525 Fax: _____ Email: sbrewer@allstateconstruction.com

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

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

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

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

No Firms are listed to be utilized because: No other Firms were contacted for this Precon & Design Phase

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

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

S = SLBE W=WMBE O =Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
O	Heidt Design Contact: Rachel Hendry 5904 Hampton Oak Parkway, Suite A, Tampa, FL 33610 Ph: (813) 253-5311 Fax: (813) 253-5311 Email: rhendry@heidtdesign.com	CM	906, 925	\$215,000	36%
264799824					
W (MBE)	Jerel McCants Architecture, Inc. Contact: Jerel McCants 1726 E. 7th Ave., Suite 11 Tampa, FL 33605 Ph: (813) 812-9120 Fax: N/A Email: jerel@jmcants.com	BM	925	\$30,000	5%
271558886					
W (MBE)	AREHNA Engineering, Inc. Contact: Kevin M. Hill, P.E., PMP 5012 W. Lemon Street, Tampa, FL 33609 Ph: (813)944-3464 Fax: 813.944.4959 Email: www.arehna.com	CF	925	\$58,594	10%
263947444					
S (SLBE)	Ferguson Land Surveyors, PLLC Contact: Timothy J. Drewett 806 Franklin Street, Clearwater, FL 33756 Ph: (727) 230-9606 Email: TIM@FLSurveyors.com	CM	925	\$71,000	12%
475661955					
O	HALFF Associates, INC. Contact: Bruce T. Kaschyk 1000 N. Ashley Drive, Suite 900, Tampa, FL 33602 Ph: (813) 620-4500 Email: www.HALFF.COM	CM	925	\$108,000	18%
75-1308699					

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: Scott Brewer, President Date: October 11, 2022

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