

*Agmt*

RESOLUTION NO. 2014- 757

**A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$165,000 BETWEEN THE CITY OF TAMPA AND GREENMAN-PEDERSEN, INC. IN CONNECTION WITH CONTRACT NO. 13-D-00052; LOWRY PARK ZOO WATER RESOURCES MASTER PLAN; 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, the City of Tampa (CITY) selected Greenman-Pedersen, Inc. as CONSULTANT to provide professional services in connection with Contract 13-D-00052; Lowry Park Zoo Water Resources Master Plan, (PROJECT) as detailed in the Agreement for Consultant Services (AGREEMENT); and

**WHEREAS**, the CITY desires to enter into an agreement with the CONSULTANT to provide certain professional consultant services; and

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

**NOW, THEREFORE,**

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

**Section 1.** The Agreement for Consultant Services between the City of Tampa and Greenman-Pedersen, Inc. in connection with Contract 13-D-00052; Lowry Park Zoo Water Resources Master Plan 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.** 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.** Award of a contract for Professional Engineering services is provided in the amount of \$165,000 for the Lowry Park Zoo Water Resources Master Plan project within the Stormwater Capital Projects Fund and Community Investment Tax Capital Projects Fund.

**Section 4.** The other proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** by the City Council of the City of Tampa, Florida, on NOV 06 2014

ATTEST:

*Shirley Fox-Krauder*  
City Clerk/Deputy City Clerk

*[Signature]*  
Chairman/~~Chairman Pro Tem~~, City Council

Approved as to Legal Sufficiency by  
Justin R. Vaske, Assistant City Attorney

*1/2014-46*

## **AGREEMENT FOR CONSULTANT SERVICES**

**THIS AGREEMENT**, made and entered into at Tampa, Florida, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the CITY OF TAMPA, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", the address of which is 315 East Kennedy Boulevard, Tampa, Florida 33602, and Greenman-Pedersen, Inc., a corporation chartered and existing under the laws of the State of New York, hereinafter referred to as "CONSULTANT", the address of which is 1000 North Ashley Drive, Suite 100, Tampa, FL, 33602

### **WITNESSETH:**

**WHEREAS**, the CITY desires to engage the CONSULTANT to perform certain Professional Engineering consulting services pertinent to such work which shall be referred to as 13-D-00052; Lowry Park Zoo Water Resources Master Plan "PROJECT" in accordance with this Agreement; and

**WHEREAS**, the CONSULTANT desires to provide such Professional Engineering 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 CONSULTANT to the CITY will be that of an independent Professional Engineering Consultant for the PROJECT; and the CONSULTANT shall provide the professional and technical services required under this Agreement in accordance with acceptable architectural/consultant practices and ethical standards.

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

### **II. DATA AND SERVICES TO BE PROVIDED BY THE CITY**

The CITY shall provide:

A. Available plans and specifications of existing construction.

### **III. PERIOD OF SERVICE**

A. The CONSULTANT shall begin work promptly after receipt of a fully executed copy of the Agreement and a Notice to Proceed. The Agreement shall remain in force until the completion of all construction for the Project.

B. The CONSULTANT's services called for under this Agreement shall be completed provided that, if the CONSULTANT's services are delayed for reasons beyond the CONSULTANT'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 CONSULTANT's services under this Agreement shall become and

remain the property of the CITY upon receipt of payment by the CONSULTANT 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 CONSULTANT 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 CONSULTANT, 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 CONSULTANT shall be at the CITY's sole risk, and the CONSULTANT 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 are prepared without prior written consent and adaptation by the CONSULTANT shall be at the CITY's sole risk, and the CONSULTANT shall have no responsibility or liability therefore.

## **V. COMPENSATION**

The CITY shall compensate the CONSULTANT for the services performed with this Agreement an upset limit (by task) of \$165,000 to be billed in accordance with **Exhibit B**.

## **VI. PAYMENT**

Payments shall be made upon presentation of the CONSULTANT's approved invoice.

## **VII. RECORDS**

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

With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection, or copying purposes at any time during normal business hours at a location within Hillsborough County, Florida as often as the CITY, HUD, representatives of the Comptroller General of the United States or other federal agency may reasonably require. CONSULTANT 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. CONSULTANT 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 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 CONSULTANT 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 for work under this Agreement. The CONSULTANT 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 CONSULTANT 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**

In the event the PROJECT is suspended, cancelled or abandoned, the CONSULTANT 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 CONSULTANT and supported by back-up documentation.

Upon suspension, cancellation or abandonment hereof, CONSULTANT shall immediately cease work hereunder and shall be compensated for its services rendered up to the time of such cancellation or termination on a quantum meruit basis; and the CITY shall have no further financial obligation to CONSULTANT.

In the event the PROJECT is suspended, cancelled or abandoned, the CONSULTANT shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the CONSULTANT'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.

## **X. TERMINATION**

### **A. Termination for Cause.**

In the event that the CONSULTANT 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 CONSULTANT shall otherwise be in default under this Agreement; or the CONSULTANT has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Agreement without the CITY's consent or approval; or the CONSULTANT 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 CONSULTANT assets; or the CONSULTANT disclosed CITY confidential information, procedures or activities; or the CONSULTANT fails to aggressively, adequately, timely and appropriately perform the services required by this Agreement to the satisfaction of the CITY, or other similar cause, the City may terminate this Agreement for cause.

Then the CITY may provide five (5) days written notice that the conduct of the CONSULTANT 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 CONSULTANT 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 CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date; however, CONSULTANT 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 CONSULTANT prior to the Termination Date shall be documented. In the event the project is terminated for cause pursuant to this Article, the CONSULTANT shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the CONSULTANT'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, CONSULTANT shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by CONSULTANT.

### **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 CONSULTANT 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 CONSULTANT 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 CONSULTANT in connection with resolution of the amount due to the Firm. The CITY, at its own discretion, shall be entitled to direct the CONSULTANT to terminate any or all the CONSULTANT's subcontracts or subconsulting agreements. In the event the project is terminated for convenience pursuant to this Article, the CONSULTANT shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the CONSULTANT'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 CONSULTANT, at its own cost and expense, shall effect and maintain at all times during the life of this Agreement insurance, in accordance with that indicated in **Exhibit C**.

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

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

#### **XIII. INTEREST OF THE CONSULTANT**

The CONSULTANT 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 CONSULTANT further covenants that in the performance of this Agreement no person having such interest shall be employed.

The CONSULTANT warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT 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 CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

The CONSULTANT 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 CONSULTANT to disclose the above professional conflict of interest may result in termination of this Agreement pursuant to Article X of this Agreement and may require the return of all payments, if any, made to the CONSULTANT from the City. If, in its sole discretion the CITY of Tampa determines that a professional conflict of interest is deemed to exist, the CONSULTANT shall be disqualified from participating in the proposed Project.

#### **XIV. COMPLIANCE WITH LAWS**

A. The CONSULTANT shall comply with the applicable requirements of State laws and all Codes and 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 CONSULTANT 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 under said Agreement.

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

D. Truth-In-Negotiation Certification: The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT shall:

A. Not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, handicap, or national origin. The CONSULTANT 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 CONSULTANT 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 CONSULTANT, it must state that all qualified applicants will receive considerations for employment without regard to race, color, religion, age, sex, handicap, or national origin.

## **XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM**

A. The CONSULTANT shall demonstrate good faith effort toward the utilization of City of Certified Women/Minority Business Enterprise (W/MBE) and Small Local Business Enterprise (SLBE) subconsultants or suppliers.

B. The CITY shall make available a list of Certified W/MBEs and SLBEs.

C. The CONSULTANT shall report to the CITY its subcontractors/subconsultants/suppliers solicited or utilized (**Exhibit D**).

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

**XVIII. CITY CODE OF ETHICS**

In connection with this Agreement, the CONSULTANT hereby covenants and agrees that it shall comply with all applicable governmental 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 CONSULTANT 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 CONSULTANT to debarment from any future CITY contracts or agreements.

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

CONSULTANT shall perform this Agreement as an independent consultant and nothing contained herein shall in any way be construed to constitute CONSULTANT or the assistants of CONSULTANT to be representative, agent, subagent, or employee of CITY or any political subdivision of the State of Florida. CONSULTANT certifies CONSULTANT'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 CONSULTANT and assistants of CONSULTANT.

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 CONSULTANT in connection with the Services the CONSULTANT has agreed to perform hereunder or otherwise, or for any debts or claims of any nature accruing to any person or entity against CONSULTANT; 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 CONSULTANT as a result of the provisions of the Services provided by Consultant hereunder or otherwise.

**XX. SEVERABILITY**

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

**XXI. CHOICE OF LAW**

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

**XXII. DESIGNATION OF FORUM**

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

### **XXIII. AUTHORIZATION**

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

### **XXIV. ENTIRE AGREEMENT**

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

### **XXV. INDEMNIFICATION**

The CONSULTANT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

### **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, CONSULTANT expends more than \$500,000.00 in federal funds in an operating year from this and other federal grants, CONSULTANT 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 CONSULTANT'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 Circular No. A-133, as amended and 24 CFR Parts 84 and 85, 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, CONSULTANT 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 CONSULTANT of such non-compliance. Said reimbursement shall not preclude the CITY from taking any other action as provided herein.

If expenditure does not exceed \$500,000.00 during an operating year, CONSULTANT 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.



**XXVIII. DEFAULT**

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

**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 appropriations. With respect to this Agreement, the CITY has budgeted and appropriated sufficient monies to fund the CITY’s obligations under this Agreement; however, all funding under this Agreement for subsequent years is subject to the availability of funds. The obligations of the CITY hereunder shall not constitute a general indebtedness of the CITY within the meaning of the Florida Constitution.

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 CONSULTANT has hereunto set its hand and Seal in TRIPLICATE, the day and year first written above.

ATTEST:

GREENMAN-PEDERSEN, INC.

By: \_\_\_\_\_  
Corporate Secretary (SEAL)

By: \_\_\_\_\_  
Paul J. Forte, P.E., Senior Vice President

ATTEST:

CITY OF TAMPA

\_\_\_\_\_  
City Clerk/Deputy City Clerk (SEAL)

By: \_\_\_\_\_  
Bob Buckhorn, Mayor

APPROVED AS TO LEGAL SUFFICIENCY

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

The execution of this document was authorized by  
Resolution No. 2014-\_\_\_\_

**EXHIBIT A**  
**PROPOSAL TO CITY OF TAMPA FOR LOWRY PARK ZOO WATER RESOURCES MASTER PLAN**  
**RFQ 13-D-00052**

Greenman-Pedersen, Inc. (GPI) was selected by the City of Tampa (CITY) to develop a comprehensive, holistic Water Resources Master Plan for Lowry Park Zoo (ZOO). The plan will recommend projects and procedures to maximize efficiency of the ZOO's storm and wastewater operations, potential for water conservation and reuse, and minimize pollutant loading to Hamilton Creek.

**Task 1 – Infrastructure Inventory**

This task will include up to three meetings with CITY staff: one each for project kick-off, project progress, and review at the end of Task 1c.

**1a – Update Map**

There is a limited, existing utility infrastructure inventory for the ZOO. To enhance and update this map, GPI will visually locate and verify all CITY water, well water, animal wastewater, stormwater and wastewater pipe systems and connections within the exhibit area. GPI will work with the CITY and ZOO to determine the exact location of the 7-8 water meter(s) and what facilities they serve. GPI will verify the 4(four) groundwater wells and what exhibits they serve. This may entail limited as-needed survey. From these locates, GPI will update the existing utilities map (in GIS and pdf) with the additional data. All survey measurements shall be conducted by a licensed surveyor and shall be in feet and refer to the Florida State Plane Coordinate System, Transverse Mercator, West Zone, NAD83/90 adjustment, and vertical datum should be in NAVD 88 datum.

From collected as-builts and schematics of the system, GPI will estimate the projected useful life of the existing infrastructure. Limited televised pipe inspections will be performed as-needed.

The updated utility map, along with any critical ancillary data, will be used to develop a proposed draft geodatabase outline that might guide future data acquisition and database development efforts. The schematic database design will be provided, along with a brief assessment of available data and data gaps, in the Draft and Final Master Plan reports. Workflow strategies, including example data collection forms and display methods, will also be evaluated by the GPI team and included in this report section of the Master Plan.

**1b – Operations Protocol & Flow Diagram**

GPI will update, as-needed, the existing operations and flow diagram for the animal waste system and develop water, pure stormwater, and domestic wastewater flow diagrams. GPI will verify

existing and future anticipated water usage and needs for the exhibits and attractions identified in the operations flow diagram. The ZOO will provide information for future exhibits and attractions.

## **1c – Master Plan Outline**

From information gathered and verified from Tasks 1a and 1b, GPI will develop an outline for the Master Plan. This outline will serve as an overall structure for the content of the final Master Plan.

Any significant findings that deviate from the current understanding of the ZOO's system will be brought to the CITY and ZOO's attention. The scope of Task 2 could be revised accordingly.

## **Task 2 – Master Plan**

This task will include up to three meetings with CITY staff: two for project progress and one for review of the draft master plan.

### **2a – Feasibility Study – Separate Storm & Animal Waste**

GPI will evaluate the feasibility of constructing or renovating existing pipe systems to separate the combined animal waste/stormwater system that will allow for increased water quality treatment and recycling or conservation of water. Opportunities for implementation of best management practices related to nutrient and pollution removal systems as well as water loss reduction and prevention measures will be identified. Emphasis will be in the south basin of the ZOO property draining to Lake Sharon. Potential “waste to energy” or “waste to compost” conversion projects for animal wastes will also be identified.

GPI will consult with the CITY's arborist before recommending any pipe systems or lines that may impact trees. GPI will utilize previous geotechnical work.

### **2b – Stormwater Systems Capacity Analysis**

GPI will examine the existing stormwater infrastructure on the main ZOO exhibit property and evaluate the capacities of the two stormwater systems (Lake Sharon drainage area, Africa drainage area) using an existing HydroCAD stormwater model previously developed for Lake Sharon. GPI is not expecting a substantial increase in stormwater facilities or need to expand capacity.

### **2c – Feasibility – Onsite Wastewater Treatment**

GPI will evaluate the potential for any on-site wastewater treatment systems based on the ZOO's assumptions of future growth and future animal use. GPI will also examine options for reuse of washdown water and enhancement or reuse of captured on-site irrigation.

## **2d – Feasibility – Animal Wastewater to CITY System**

GPI will evaluate the feasibility of constructing an animal wastewater collection system for conveyance to the CITY's system. Options examined may include pump stations, expansion of UV treatment system, gravity conveyance, and vacuum sewer systems. This task will also include the evaluation and recommendation of metering systems for any new wastewater projects.

As part of this task, the CITY will conduct a capacity analysis of the City system that runs through the ZOO parking lot and provide any information on available capacity.

## **2e –Potential Use of Existing Property**

GPI will evaluate, with input from CITY and ZOO staff, additional property adjacent to, and in the ZOO, for increased stormwater treatment or suitability to accommodate Tasks 2a-2d and improve stormwater and/or water quality treatment. The properties evaluated will include the SWFWMD ponds at the southwest corner of the ZOO and ZOO-owned residential lots to the west of the ZOO. It is anticipated that the recommendations will include restoring these ponds to their original permitted condition.

## **2f – Water Loss/Waste Reduction**

GPI will develop water conservation, reuse and waste reduction actions, with input from ZOO staff, for the ZOO to decrease current water use and increase on-site recycling and minimize cost. Ideas evaluated may include evaluation of low flow sinks, rain water harvesting, grey water systems, and additional reuse of on-site water. Water loss reduction and prevention action items will be identified for future implementation by the zoo.

## **2g – Water Resources Master Plan**

GPI will produce a draft Master Plan containing all of the outputs from the previous tasks, including a feasibility matrix for comparison of project and procedure recommendations, opportunities for best management practices related to nutrient removal and water loss reduction, recommendations for separation of combined stormwater and animal wastewater flows, potential use of existing ZOO property, water conservation and reuse options, potential for waste-to-energy/compost projects, preliminary capital and life-cycle costs of the most feasible options, and recommendations for incorporation of projects into the ZOO's ongoing education program.

Utilizing the capacity analysis, the operations and flow diagram, and known nitrogen concentration (from regular sampling at the outflow weir), GPI will calculate existing nitrogen loading from the ZOO. GPI will assess the feasibility of future BMP projects to enhance the performance of the system and to maximize on-site surface water quality and stormwater improvements. GPI will calculate expected load reductions for any recommended BMPs as well as

cost-per-pound of nitrogen removal using existing reduction percentages (e.g. literature values, FDEP approved BMP % reductions).

This Master Plan will also be coordinated with other ongoing ZOO master plans in development, to be provided by the ZOO.

## **Deliverables**

1. Updated infrastructure inventory
2. Updated operations flow diagrams, water usage, and GIS schematic design including input parameters for the Stormwater Systems Capacity Analysis
3. Master Plan Outline
4. Stormwater Systems Capacity Model electronic file including all input and output files
5. Draft Master Plan
6. Final Master Plan
7. Quarterly Progress Report (for SWFWMD)

## **Schedule**

	Commence	Complete
<b>Task 1a</b>	Notice to Proceed	Month 3
<b>Task 1b</b>	NTP	Month 3
<b>Task 1c</b>	NTP	Month 3
<b>Task 2a</b>	Month 3	Month 9
<b>Task 2b</b>	Month 3	Month 9
<b>Task 2c</b>	Month 3	Month 9
<b>Task 2d</b>	Month 3	Month 9
<b>Task 2e</b>	Month 3	Month 9
<b>Task 2f</b>	Month 3	Month 9
<b>Task 2g – Draft Plan</b>	Month 9	Month 10
<b>Task 2g – Final Plan</b>	Month 11	Month 12

## **Fee**

For performing the services identified within this Scope of Services, the City shall pay the Consultant the upset limit amount of \$165,000 in accordance with Exhibit "B" of this contract. The required DMI forms will also be submitted with each invoice.

The contingency allowance include in the contract amount shall only apply to unforeseen but necessary services for accomplishing the work include; as-needed survey, TV inspections, Geotech and SUE locates. The cost of this additional work shall be agreed upon in writing and approved by the City prior to starting any additional services.

## ENGINEERING AND CONSTRUCTION SERVICES

### Exhibit B

	Principal	Project Manager	Senior Engineer	CADD	Project Engineer	Sr. Environmental Specialist	Certified Arborist	Senior Environmental Scientist	Admin	Vickstrom-Project Engineer	Vickstrom-Engineer	AE-Principal Scientist	AE- Project Engineer	AE- GIS Tech	Polaris - 2 man crew	Select Env Services (per day)	Total Task Fee
	\$183.00	\$132.00	\$159.00	\$75.00	\$123.00	\$100.50	\$105.00	\$114.00	\$48.00	\$125.00	\$95.00	\$130.00	\$90.00	\$50.00	\$115.00	\$2,005.00	
<b>TASK</b>																	
1a	6.00	15.00	5.00	6.00						24.00	21.00				16.00		\$11,158.00
1b	4.00	14.00	5.00	4.00						12.00	6.00	12.00	16.00	8.00			\$9,145.00
1c	4.00	32.00	10.00							8.00	10.00						\$8,496.00
2a	4.00	12.00	40.00	8.00	20.00		8.00			10.00	18.00					1.00	\$17,541.00
2b	6.00	12.00			25.00					60.00	115.00						\$24,182.00
2c	5.00	18.00	45.00	7.00	4.00					8.00	31.00						\$15,408.00
2d	4.00	14.00	32.00	4.00			8.00			10.00	45.00						\$14,333.00
2e	4.00	20.00	10.00	4.00	46.00					8.00	45.00						\$16,195.00
2f	4.00	28.00	16.00			10.00		20.00		8.00	12.00						\$12,397.00
2g	10.00	50.00	24.00	10.00		10.00		4.75	5.00	20.00	20.00	8.00	10.25				\$21,145.00
Total Hours	51.00	215.00	187.00	43.00	95.00	20.00	16.00	24.75	5.00	168.00	323.00	20.00	26.25	8.00	16.00	1.00	1219.00
Total Fee																	\$150,000.00
Contingency																	\$15,000.00
Total Fee (with Contingency)																	\$165,000.00







**Page 3 of 4DMI – Solicited/Utilized  
City of Tampa –DMI Schedule of Sub-(Contractors/Consultants/Suppliers) to be Utilized  
(FORM MBD-20)**

Contract No.: RFQ 13-D-00052      Contract Name: Lowry Park Zoo Water Resources Master Plan  
 Contractor Name: Greenman-Pedersen, Inc.      Address: 1000 N. Ashley Dr, Suite 100 Tampa, FL 33632  
 Federal ID: 11-2537074      Phone: 813-632-7676      Fax: 813-632-7683      Email: sdeitche@gpinet.com

[ ] See attached documents.  
 [ ] No Subcontracting (of any kind) will be performed on this contract.

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

**This DMI Schedule Must Be Submitted with the Bid or Proposal (Do Not Modify This Form)**

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

S = SLBE W=WMBE	Company Name Address Phone & Fax	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 if available.	Percent of Scope/Contract %
S 46-1864326	Vickstrom Engineering Services, Inc. 505 20th Avenue NE, St. Petersburg, FL 33704 Phone: (727) 894-0404	CM	925		34.5
01-0965975	Select Environmental Services, Inc. 12221 N. US Highway 301, Thonotosassa, FL 33592 Phone: (813) 986-5400 Fax: (813) 986-5415	CM	925		1.5
59-3085869	Polaris Associates, Inc. 2165 Sunnydale Blvd, Clearwater FL 33765 Phone: (727) 461-6113 Fax: (727) 461-6669	CM	925		1.5
26-4651337	Applied Ecology Inc. 981 E Eau Gallie Blvd, Suite E, Indian Harbor Beach, FL 32937, Phone: (321) 848-1272 Fax: (321) 400-5202	HF, HM	925		3.5
					Y
					Y

Total Subcontract/Supplier Utilization \$ 60,892.00  
 Total SLBE Utilization \$ 51,685.00  
 Total WMBE Utilization \$ -

Percent SLBE Utilization of Total Bid/Proposal Amt. 34.5 %      Percent WMBE Utilization of Total Bid/Proposal Amt. 0 %

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this contract. **This form must be completed and submitted with the bid or proposal.** Modifying or failing to sign DMI forms may result in Non-Compliance and/or deemed non-responsive.

Signed: [Signature]      Name/Title: Assistant Vice President      Date: 9/30/14  
 MBD 20 rev. 02/01/13      **Note: Detailed Instructions for completing this form are on the next page.**