Agmt

CAD/HS

RESOLUTION NO. 2016-585

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF $649,466.25 BETWEEN THE CITY OF TAMPA AND APPLIED SCIENCES CONSULTING, INC., IN CONNECTION WITH CONTRACT 15-D-00048; LOWER PENINSULA WATERSHED MANAGEMENT PLAN PROJECT; AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE.

WHEREAS, via the competitive selection process in accordance with Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act and consistent with Federal procurement policies, as applicable, the City of Tampa (City) selected Applied Sciences Consulting, Inc., as (Firm) to provide professional services in connection with Contract 15-D-00048; Lower Peninsula Watershed Management Plan, (Project) as detailed in the Agreement for Consultant Services (Agreement); and

WHEREAS, the City desires to enter into an agreement with the Firm to provide certain professional 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:

Section 1. That the Agreement between the City of Tampa and Applied Sciences Consulting, Inc., in connection with Contract 15-D-00048; Lower Peninsula Watershed Management 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. 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 will provide $649,467 for professional services for the Lower Peninsula Watershed Plan project for the use by the Transportation and Stormwater Services department within the FY16 Bank Note Stormwater Fund and the SWFWMD Grants Capital Projects Fund.

Section 4. 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.

PASSED AND ADOPTED by the City Council of the City of Tampa, Florida, on AUG 0 4 2016.

ATTEST:

Chairman/~~Chairman Pro-Tem, City Council~~

City Clerk/~~Deputy City Clerk~~

Approved as to Legal Sufficiency by
Rachel S. Peterkin, Assistant City Attorney

B2016-46

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT ("Agreement") made and entered into at Tampa, Florida, as of the _____ day of _____, 2016, which is the date Resolution No. _____ was adopted authorizing execution of this Agreement, by and between the CITY OF TAMPA, a municipal corporation of the State of Florida, ("CITY"), the address of which is 315 East Kennedy Boulevard, Tampa, Florida 33602, and Applied Sciences Consulting, Inc., a/an Florida, Corporation, authorized to do business in the State of Florida, ("CONSULTANT"), the address of which is 1000 N. Ashley Drive, Suite 500, Tampa, FL 33602.

WITNESSETH:

WHEREAS, the CITY desires to engage the CONSULTING to perform certain professional services pertinent to such work which shall be referred to as Contract 15-D-00048; Lower Peninsula Watershed Management Plan ("PROJECT") in accordance with this Agreement; and

WHEREAS, the CONSULTANT desires to provide such professional 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 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 available plans and specifications of existing construction, if any, applicable to the Project.

III. PERIOD OF SERVICE

A. The CONSULTANT shall begin work promptly after receipt of a fully executed copy of this Agreement and a Notice to Proceed. This 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 a lump sum (by task) of $649,466.25 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 CONSULTANT. The CITY, at it 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**.

CONSULTANT shall not commence services pursuant to this Agreement until CONSULTANT has obtained all insurance required hereunder. Acceptance by the CITY, or by any of its employees, representatives, agents, etc. of certificates or other documentation of insurance or policies evidencing insurance coverages and limits does not constitute approval or agreement that the insurance requirements have been met or that the coverages or policies are in compliance. Further, 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 CONSULTANT's obligation to fulfill its insurance requirements. CONSULTANT's maintenance of insurance coverage is a material element of this Agreement and the failure to maintain or renew coverage or provide evidence of same (defined to include without limitation providing from time to time upon CITY's request certificates of insurance, complete and certified copies of CONSULTANT's insurance policies, forms, and endorsements, information on the amount of claims payments or reserves chargeable to the aggregate amount of coverage(s)) may be treated as a material breach of this Agreement. CONSULTANT's obligation to maintain or renew coverage or provide evidence of same shall survive this Agreement's expiration or earlier termination.

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, together with keeping and maintaining in full force and effect during the term of this Agreement all licenses and certificates of authorization required pursuant to applicable law, including without limitation those required by Chapters 471, 481, and 489, Florida Statutes.

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.

E. Any documents provided by CONSULTANT to the CITY are public records and the CITY may authorize third parties to review and reproduce such documents pursuant to public records laws, including the provisions of Chapter 119, Florida Statutes

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. 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. 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. CONSULTANT shall demonstrate good faith effort toward the utilization of City 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.

XIV. 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 and continued authorization for program activities and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice. 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 with companies for goods or services of $1,000,000 or more 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, created pursuant to Section 215.473, Florida Statues, or is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statues, (effective October 1, 2016), or is engaged in a boycott of Israel (effective October 1, 2016), or is engaged in business operations in Cuba or Syria. A company that is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statues, or is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statues, (effective October 1, 2016) or is engaged in a boycott of Israel (effective October 1, 2016) or is engaged in business operations in Cuba or Syria 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 $1,000,000 or more. CONSULTANT certifies that it is not in violation of Section 287.135, Florida Statutes. For contracts $1,000,000 and greater, if the City determines the CONSULTANT submitted a false certification under Section 287.135(5) of the Florida Statutes, or has been placed on the Scrutinized Companies Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statues, (effective October 1, 2016), or is engaged in a boycott of Israel (effective October 1, 2016), or been engaged in business operations in Cuba or Syria, the City shall either terminate this Agreement after it has given the CONSULTANT notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

XXXI. PUBLIC RECORDS

A. Exempt Plans. CONSULTANT 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. CONSULTANT certifies it has read and is familiar the exemptions and obligations of Section 119.071(3), Florida Statutes; further that CONSULTANT 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 CONSULTANT by the CITY should such number be needed for identification, verification, and/or tax reporting purposes. To the extent CONSULTANT 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, CONSULTANT 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, CONSULTANT agrees to comply with Florida's Public Records Law, including the following:

1. CONSULTANT 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 CONSULTANT does not transfer the records to the CITY;

4. Upon completion (or earlier termination) of the Agreement, CONSULTANT shall within 30 days after such event either transfer to the CITY, at no cost, all public records in possession of the CONSULTANT or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If CONSULTANT transfers all public records to the CITY upon completion (or earlier termination) of the Agreement, CONSULTANT shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion (or earlier termination) of the Agreement, CONSULTANT 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 CONSULTANT 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 CONSULTANT until records are received as provided herein.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'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.

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.

CONSULTANT:
Applied Sciences Consulting, Inc.

By: _____

Print Name: Elie Araj, P.E.

Title: □ Pres □ Exec/Sr Vice Pres □ CEO □ Gen Partner
□ Mgr (Mgr-Mgd LLC) □ Member (Member-Mgd LLC)
□ Other *(must attach proof of authority)*: PVTD

License no:_____
Use entity Ch 471/481/489 license no; use individual's only if applicable.

[SEAL]

ATTEST:

By: _____
City Clerk/Deputy City Clerk

[SEAL]

CITY:
City of Tampa, Florida

By: _____
Bob Buckhorn, Mayor

APPROVED AS TO FORM:

_____
Rachel S. Peterkin, Assistant City Attorney

"EXHIBIT – A"

Scope of Services
For
Lower Peninsula Watershed Management Plan
Project Number RFQ 15-D-00048

SUMMARY:

The CITY of Tampa (CITY) has selected Applied Sciences Consulting, Inc. (CONSULTANT) to provide engineering services to develop a Watershed Management Plan and Basis of Design Report (BODR) for the Lower Peninsula area.

The purpose of the PROJECT is to develop a baseline for capital improvement planning and design that provides conceptual solutions to frequent flooding associated with undersized stormwater pipes and relic ditch systems in the region. It is the CITY's desire to pursue cooperative funding from the Southwest Florida Water Management District (SWFWMD) for these improvements; therefore, the BODR must meet SWFWMD's requirements for this funding.

SCOPE OF WORK:

1. PROJECT Kick-off and Management

1.1 **PROJECT Management Plan:** The CONSULTANT will develop PROJECT documents that will include a PROJECT Management Plan, Quality Assurance/Quality Control (QA/QC) Plan, hard and electronic files, sub-contract agreements and conduct an internal kick-off meeting.

1.2 **Kick-off Meeting with the CITY and SWFWMD upon Notice to Proceed (NTP):** Conduct a PROJECT Kick-Off Meeting with the PROJECT team and CITY Staff/SWFWMD to review PROJECT goals, the scope of work, PROJECT schedule, communication protocol and administrative issues. Associated entities include the CITY's Stormwater Department, the SWFWMD, the FDOT District Seven, and the CITY's Contracts Administration Department. Following the meeting, the CONSULTANT will prepare summary meeting notes and distribute to the attendees.

1.3 **Status Reports and PROJECT Administration:** The CONSULTANT will provide monthly status reports of the progress of this scope of work to accompany monthly invoices and administer the PROJECT. (22 total)

1.4 **Quarterly PROJECT Progress Meetings:** The CONSULTANT will conduct Quarterly PROJECT Progress meetings with the CITY/SWFWMD and throughout the duration of the PROJECT. (7 total)

1.5 **SWFWMD Pre-Application Meeting:** Set up, attend, and conduct a meeting with the SWFWMD Permitting Department to discuss the PROJECT alternatives and permittability issues for the solutions. This meeting will also be attended by the CITY and the SWFWMD Cooperative Funding representative.

1.6 **FDOT Meetings:** Set up, attend, and conduct a maximum of two (2) meetings with the Florida Department of Transportation (FDOT) District Seven to discuss the PROJECT and explore possible coordination with ongoing FDOT roadway projects and obtaining information on current systems and roadways in the study area belonging to FDOT.

1.7 **THEA Meetings:** Set up, attend, and conduct a maximum of two (2) meetings with the Tampa Hillsborough Express Authority (THEA) to discuss the PROJECT and explore possible coordination with the ongoing Selmon Expressway projects currently in the design phase and obtaining information on current systems and roadways in the study area belonging to THEA.

2. Basis of Design Report (BODR)

2.1 **Data Collection:** The CONSULTANT will collect and review pertinent background information provided by the CITY, SWFWMD, FDOT and THEA, including record drawings and stormwater models, to assist in the development of the hydrologic/hydraulic model using XPSWMM Software. CITY provided data will include, to the extent available, shapefiles of stormwater infrastructure, topographic information, and attribute data pertaining to the impervious area in the subject basin (data used by the CITY for its Stormwater Utility Assessment). The CONSULTANT will also interview a limited number (up to 2) of CITY staff as designated by the CITY in order to retrieve pertinent anecdotal information regarding known flooding issues and to collect pertinent background and existing data that may be useful in developing the stormwater model for the PROJECT basin and the design of any stormwater BMPs.

2.2 **Digital Elevation Model (DEM):** The CONSULTANT will acquire a DEM derived from Light Detection and Ranging (LiDAR) data covering the PROJECT area from the SWFWMD. The DEM will be the basis of stage/area curves and overland flows for the existing condition model and general use during model development. This DEM will be reviewed by the CONSULTANT for topographical voids such as areas obscured by heavy vegetation, improvements that post-date the LiDAR flight and subsurface storage facilities. The CONSULTANT will modify the DEM to fill these gaps using survey, Environmental Resource Permits (ERP's) and other data.

2.3 **Data Review and Analysis:** The CONSULTANT will review the acquired data and incorporate information as necessary into the BODR. This review will also include stormwater atlas review, existing stormwater model review, and other geographic information as available.

2.4 **Environmental Resource Permits (ERP) and FDOT Roadway Plans:** The CONSULTANT will develop a list of applicable ERP's and acquire a copy of the existing permits and associated as-builts/plans from the SWFWMD in PDF format. The CONSULTANT will also acquire applicable roadway plans/as-builts from FDOT.

2.5 **Surveying:** The CONSULTANT will evaluate and compile the available ERP information associated with the PROJECT, data provided by the CITY and FDOT/THEA roadway plans and assemble a detailed list of drainage structures to survey where gaps exist in the data collected in tasks 2.1 through 2.4. This may include field verification of said obtained information for accuracy. The CONSULTANT's PROJECT surveyor will then collect the data listed.

2.6 **Preliminary Hydraulic Connectivity Network:** After evaluating data collected in Tasks above, the CONSULTANT will develop a Preliminary Hydraulic Connectivity Network in the form of simple Geographic Information System (GIS) features (shapefiles). The network will depict the anticipated location of nodes, pipes, channels, weirs, etc. to be included in the existing conditions model. The preliminary network will be submitted to the CITY for review and comments. The preliminary network will also be submitted to the SWFWMD to demonstrate compliance with cooperative funding requirements.

2.7 **Stormwater System Development – Existing Conditions:** The CONSULTANT will develop a hydrologic/hydraulic model utilizing XPSWMM software that represents the existing conditions and conveyances for the PROJECT area obtained from the information collected by the CONSULTANT and made available by the CITY and others. The PROJECT area covers approximately 6,000 acres and is bordered by Euclid Avenue to the north, Hillsborough Bay to the east, Old Tampa Bay to the west, and North Boundary Boulevard to the south. Preparing the existing conditions model will include:

2.7.1 Catchment delineation: The basis for the delineations will be information from the CITY's Stormwater Atlas, the DEM, a review of available ERP data, and available as-builts drawings for completed CIP projects, the latest aerials dated 2015 provided by the CITY. Catchments will be defined in accordance with the CITY of Tampa GIS Stormwater Model Parameterization Guide. This model will utilize the XP SWMM software for runoff hydrology calculations.

2.7.2 Junction/Reach Connectivity: Relevant conveyance pipes will be modeled. The CONSULTANT, in coordination with the CITY, will make a determination on the appropriate pipe size to be modeled. Nodes will be set up only at junctions where the conveyance reach (e.g. pipe to ditch) or drainage pipe flow area changes. All stormwater conduit data entered from information extracted from ERP records and as-builts will be highlighted on PDF versions of said plans. Selected field survey verification will be conducted for the conduit information being input into the model as deemed necessary as described in task 2.5. Stage-

Storage information will be input into the model rounded to one-foot increments. Once the model hydrologic and hydraulic data is set-up, the junction and reach feature classes for the study area will be populated in GIS in accordance with the CITY of Tampa GIS Stormwater Model Parameterization Guide and subsequently imported into the XPSWMM environment. The model will be set in NAVD88 with a cross reference to any NGVD29 elevations used from historic surveys or existing data.

2.7.3 Model Calibration: The model will be calibrated to available historical data and indicators. The hydrologic data needed for this calibration will be provided by the CITY (high water marks, stream gauges discharge or stage readings, etc.) Model calibration will consider water stages, volumes, and time of occurrence, as made available by the CITY. NEXRAD rainfall data will be utilized for calibration and verified against regional rain gage data provided by the CITY. The model simulation results will be assessed for accuracy and reasonableness.

2.7.4 Coordinate with CITY staff to conduct interviews with residents to determine flooding extent in flood-prone areas where verification data is limited.

2.7.5 Existing Condition 24-Hour Storm Event Model Runs: The CONSULTANT will run the mean annual, 5, 10, and 25-year/24-Hour storm events.

2.7.6 Existing Conditions Floodplain: The CONSULTANT will develop an existing level pool 100-year/24-hour floodplain based on the existing conditions model results. CONSULTANT will also provide a graphical representation of the level pool overlaid on an aerial map.

2.8 **Stormwater System Development – Proposed Conditions:** The CONSULTANT will investigate possible alternatives for solving the flooding problems of regions with high concentrations of CITY-documented flooding complaints and will identify and rank projects for capital improvements.

The CONSULTANT will develop a maximum of twenty-five (25) capital improvement alternatives for the PROJECT area.

The CONSULTANT will rank the proposed capital improvement project alternatives based on the SWFWMD methodology. As part of this methodology, the CONSULTANT will run the SWFWMD 2.33yr, 5yr, 10yr, 25yr, 50yr, and 100yr 24-hour events. CONSULTANT will also provide a graphical representation of the level pool in a GIS shapefile for one specifically selected rainfall event determined by the CITY after discussion with the CONSULTANT.

The preliminary stormwater system layout will be incorporated into the BODR as conceptual sketches. The results of this investigation and recommendations will also be incorporated into the BODR.

It is anticipated that alternatives ultimately selected for construction will be costly, requiring construction in multiple phases over a 10-year period. Therefore, consideration will be given to a phased approach for the development of alternatives.

2.9 **Draft BODR:** A draft BODR will be prepared and submitted to the CITY for review. The draft BODR will include:

- **2.9.1** The alternative analysis identifying projects for capital improvements;
- **2.9.2** A cost estimate for each of the design alternatives;
- **2.9.3** A prioritization of the projects for long-range planning;
- **2.9.4** A map showing flooding under existing conditions and under proposed conditions;
- **2.9.5** A table identifying the reduction in flood stage as determined by the model;

2.10 **Engineer's Opinion of Probable Cost:** The CONSULTANT will prepare the preliminary Engineer's opinion of probable construction cost for each alternative included in the BODR. The estimate will contain information known and acquired at the time of the preparation of the draft report.

2.11 **QA/QC Review of Draft BODR:** The CONSULTANT will conduct quality assurance and quality control procedures for the draft BODR in accordance with the CONSULTANT's QA/QC Policy. This work includes senior level review by a professional familiar with this type of work, but not directly involved with the PROJECT; documentation that review comments were addressed; and incorporation of CITY comments as appropriate. The CONSULTANT's QA/QC Policy is available upon request.

2.12 **Submit Draft BODR:** Following modifications to the BODR by the CONSULTANT based on QA/QC recommendations, the CONSULTANT will submit three (3) hard copies and an electronic PDF copy of the Draft BODR to the CITY for their review. The CONSULTANT will assume comments will be received from the CITY in two (2) weeks from the time the submittal is received, and a review meeting will be scheduled a maximum of two weeks from the date of receipt of such comments.

2.13 **BODR Review Meeting with CITY:** Conduct a review meeting with the CITY to discuss comments developed by CITY staff, provide a written summary of CITY comments that will be incorporated into the BODR and develop meeting highlights and distribute to attendees. Any comments from the SWFWMD will be conveyed to the CONSULTANT via the CITY. Upon agreement of modifications to the draft report, a final report will be prepared and submitted to the CITY.

2.14 **Final BODR:** The CONSULTANT will prepare a final BODR report containing information from the design review meeting with the CITY.

2.15 **QA/QC Review of Final BODR:** Conduct quality assurance and quality control procedures for the final BODR.

2.16 **Submit Technical Memo on "Modeling Methodology":** CONSULTANT will **s**ubmit to the CITY **t**hree (3) hard copies and one CD containing a PDF technical memo on the "Modeling Methodology" describing the methods and assumptions used in setting up the stormwater model and data used for the proposed conditions simulations.

2.17 **Submit Final BODR:** Following modifications to the draft BODR based on QA/QC recommendations, CONSULTANT will submit six (6) hard copies signed and sealed by a Florida Licensed Professional Engineer of the final BODR and one CD containing PDF copy of the Final BODR.

DELIVERABLES – BODR:

1. Prepare and distribute summary meeting notes to all attendees of the Kick-off Meeting.
2. One (1) each of monthly status reports with invoices - total of 22
3. Conduct seven (7) Quarterly Progress Meetings
4. Conduct one (1) PROJECT permittability meeting at SWFWMD
5. Conduct up to two (2) PROJECT coordination meetings at FDOT
6. Conduct up to two (2) PROJECT permittability meetings at THEA.
7. Electronic copy of Preliminary Hydraulic Connectivity Network
8. Three (3) copies of the Draft BODR and all Hydrologic calculations.
9. An electronic copy of the model that includes the data used, existing conditions, proposed conditions simulations, etc.
10. Three (3) hard copies and one CD containing a PDF technical memo on the 'Modeling Methodology"
11. Six (6) signed and sealed hard copies of the Final BODR and one electronic PDF copy, including the ENGINEER's Opinion of Probable Construction Cost.
12. All deliverables, if not specified, will be provided in a format compatible with the CITY system.

CITY RESPONSIBILITIES:

1. Provide all existing data pertaining to the PROJECT. Data will include Stormwater Atlas sheets, historical drainage maps of Interbay Drainage District, as-built drawings for stormwater and associated utilities, and GIS shapefiles.

2. Provide data on on-going projects at various stages of planning and design and associated survey. The CITY has already provided GIS data pertaining to flood complaints CITY-wide, including this watershed, for use by the CONSULTANT.

3. Provide existing stormwater models and associated data within and near the PROJECT area.

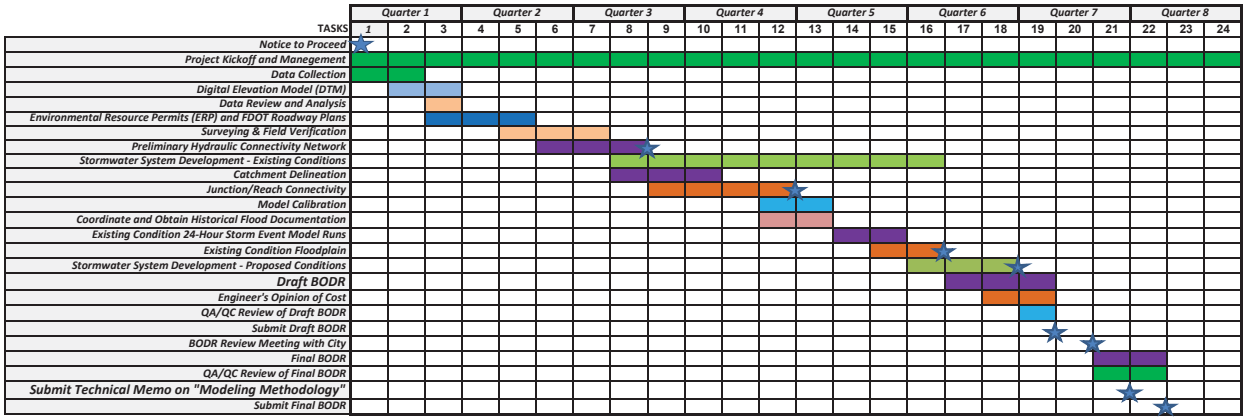
4. Review all submittals and provide comments in a timely fashion.

5. Attend meetings as coordinated with the CONSULTANT.

SCHEDULE:

This PROJECT has a twenty-two (22) months schedule from NTP per the provided schedule

Lower Peninsula Watershed Management Plan - Proposed Schedule



AppliedSciences
The Company You Keep

1000 N. Ashley Drive, Suite 500
Tampa, Florida 33602

City of Tampa

Project Name: **Lower Peninsula Watershed Management Plan**

Project Number **RFQ 15-D-00048**

EXHIBIT "B"

Manhour & Fee Estimate
05/18/16

Task	Task Name	Principal Eng $ 165.00	Senior PE $ 150.00	Sr. GIS $ 115.00	Project Engineer $ 115.00	Field Technician $ 70.00	Office Mgr $ 55.00	Total Hours	Sub Task Cost	Interflow	Northwest	Total Cost
1	**PROJECT KICK-OFF AND MANAGEMENT**											
1.1	Project Management Plan	4	12	4	12	4	8	44	$ 5,020.00	$1,255.00		**$ 6,275.00**
1.2	Kick-off Meeting	4	8	4	8	4	4	32	$ 3,740.00	$935.00		**$ 4,675.00**
1.3	Status Reports and Project Administration (18)	12	24	16	24	12	4	92	$ 11,240.00	$2,810.00		**$ 14,050.00**
1.4	Project Progress Meetings (6)	12	16	24	16	12	4	84	$ 10,040.00	$2,510.00		**$ 12,550.00**
1.5	SWFWMD Meetings	4	4	4	4	4	1	21	$ 2,515.00	$628.75		**$ 3,143.75**
1.6	FDOT Meetings	4	4	4	4	4	1	21	$ 2,515.00	$628.75		**$ 3,143.75**
1.7	THEA Meetings	4	4	4	4	4	1	21	$ 2,515.00	$628.75		**$ 3,143.75**
2	**BASIS OF DESIGN REPORT (BODR)**											
2												
2.1	Data Collection	8	48	80	56	40	8	240	$ 27,400.00	$ 15,750.00		**$ 43,150.00**
2.2	Digital Elevation Model (DTM)	2	8	24	12	4	2	52	$ 6,060.00	$ 1,400.00		**$ 7,460.00**
2.3	Data Review and Analysis	12	48	56	48	8	2	174	$ 21,810.00	$ 20,000.00		**$ 41,810.00**
2.4	Environmental Resource Permits (ERP) and FDOT Roadway Plans	16	24	24	48	4	2	118	$ 14,910.00	$ 5,000.00		**$ 19,910.00**
2.5	Surveying & Field Verification	12	24	48	80	172	8	344	$ 32,780.00	$ 16,130.00	$ 65,000.00	**$ 113,910.00**
2.6	Preliminary Hydraulic Connectivity Network	12	36	48	36	4	2	138	$ 17,430.00	$ 12,000.00		**$ 29,430.00**
2.7	Stormwater System Development - Existing Conditions											
2.7.1	Catchment Delineation	18	58	78	86	48	2	290	$ 34,000.00	$ 28,750.00		**$ 62,750.00**
2.7.2	Junction/Reach Connectivity	18	58	86	54	40	2	258	$ 30,680.00	$ 27,000.00		**$ 57,680.00**
2.7.3	Model Calibration	8	48	56	32	16	2	162	$ 19,870.00	$ 15,150.00		**$ 35,020.00**
2.7.4	Coordinate and Obtain Historical Flood Documentation	8	12	12	24	58	2	116	$ 11,430.00	$ 1,025.00		**$ 12,455.00**
2.7.5	Existing Condition 24-Hour Storm Event Model Runs	8	32	24	48	12	2	126	$ 15,350.00	$ 8,800.00		**$ 24,150.00**
2.7.6	Existing Condition Floodplain	4	24	48	32	8	4	120	$ 14,240.00	$ 8,500.00		**$ 22,740.00**
2.8	Stormwater System Development - Proposed Conditions	16	32	48	72	8	2	178	$ 21,910.00	$ 16,500.00		**$ 38,410.00**
2.90	Draft BODR	20	32	36	72	12	4	176	$ 21,580.00	$ 15,500.00		**$ 37,080.00**
2.10	Engineer's Opinion of Cost	8	8	8	8	8	4	44	$ 5,140.00	$ 2,500.00		**$ 7,640.00**
2.11	QA/QC Review of Draft BODR	8	8	12	8	4	2	42	$ 5,210.00	$ 2,500.00		**$ 7,710.00**
2.12	Submit Draft BODR	2	2	2	2		8	16	$ 1,530.00	$ 600.00		**$ 2,130.00**
2.13	BODR Review Meeting with City	4	4	4	4	4	2	22	$ 2,570.00	$ 2,050.00		**$ 4,620.00**
2.14	Final BODR	12	8	8	8	4	4	44	$ 5,520.00	$ 2,850.00		**$ 8,370.00**
2.15	QA/QC Review of Final BODR	24	10	8	8		4	54	$ 7,520.00	$ 5,500.00		**$ 13,020.00**
2.16	Submit Technical Memo on "Modeling Methodology"	8	12	8	8	2	4	42	$ 5,320.00	$ 1,500.00		**$ 6,820.00**
2.17	Submit Final BODR	8	8	8	8	2	4	38	$ 4,720.00	$ 1,500.00		**$ 6,220.00**
	Total Hours	280	616	786	826	502	99	3109	**$ 364,565.00**	**$ 219,901.25**	**$ 65,000.00**	**$ 649,466.25**

Notes:

Fee derived is a Lump Sum based on calculated hours per task

The project will be invoiced monthly on a task percent complete basis

CITY OF TAMPA INSURANCE REQUIREMENTS

During the life of the award/contract the Awardee/Contractor shall provide, pay for, and maintain insurance with companies authorized to do business in Florida, with an A.M. Best rating of B+ (or better) Class VII (or higher), or otherwise be acceptable to the City if not rated by A.M. Best. All insurance shall be from responsible companies duly authorized to do business in the State of Florida.

All commercial general liability insurance policies (and Excess or Umbrella Liability Insurance policies, if applicable) shall provide that the City is an additional insured as to the operations of the Awardee/Contractor under the award/contract including the additional insured endorsement, the subrogation wavier endorsement, and the Severability of Interest Provision. In lieu of the additional named insured requirement, if the Awardee/Contractor's company has a declared existing policy which precludes it from including additional insureds, the City may permit the Contractor to purchase an Owners and Contractors Protective Liability policy. Such policy shall be written in the name of the City at the same limit as is required for General Liability coverage. The policy shall be evidenced on an insurance binder which must be effective from the date of issue until such time as a policy is in existence and shall be submitted to the City in the manner described below as applicable to certificates of insurance.

The insurance coverages and limits required must be evidenced by a properly executed Acord 25 Certificate of Insurance on form or its equivalent. Each Certificate must be personally manually signed by the Authorized Representative of the insurance company shown in the Certificate with proof that he/she is an authorized representative thereof. Thirty days' written notice must be given to the City of any cancellation, intent not to renew, or reduction in the policy coverages, except in the application of the aggregate liability limits provisions. Should any aggregate limit of liability coverage be reduced, it shall be immediately increased back to the limit required by the contract. The insurance coverages required herein are to be primary to any insurance carried by the City or any self-insurance program thereof.

The following coverages are required:

A. Commercial General Liability Insurance shall be provided on the most current Insurance Services Office (ISO) form or its equivalent. This coverage must be provided to cover liability arising from premises and operations, independent contractors, products and completed operations, personal and advertising injury, contractual liability, and XCU exposures (if applicable). Completed operations liability coverage shall be maintained for a minimum of one-year following completion of work. The amount of Commercial General Liability insurance shall not be less than the amount specified.

(a) $1,000,000 per occurrence and a $2,000,000 general aggregate for projects valued at $2,000,000 or less. General aggregate limit for projects over that price shall equal or exceed the price of the project. An Excess or Umbrella Liability insurance policy can be provided to meet the required limit. Risk Management may be contacted for additional information regarding projects of this nature.

B. Automobile Liability Insurance shall be maintained in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. The amount of Automobile Liability Insurance shall not be less than the amount specified.

(a) $500,000 combined single limit each occurrence bodily injury & property damage- for projects valued at $100,000 and under

(b) $1,000,000 combined single limit each occurrence bodily injury & property damage – for projects valued over $100,000

C. Worker's Compensation and Employer's Liability Insurance shall be provided for all employees engaged in the work under the contract, in accordance with the Florida Statutory Requirements. The amount of the Employer's Liability Insurance shall not be less than:

(a) $500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee – for projects valued at $100,00 and under
(b) $1,000,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each –for projects valued over $100,000

D. Excess Liability Insurance or Umbrella Liability Insurance may compensate for a deficiency in general liability, automobile, or worker's compensation insurance coverage limits. If the Excess or Umbrella policy is being provided as proof of coverage, it must name the City of Tampa as an additional insured **(IF APPLICABLE).**

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

F. Installation Floater- a builder's risk type policy that covers specific type of property during its instillation, is coverage required for highly valued equipment or materials such as compressors, generators, or other machinery that are not covered by the builder's risk policy **(IF APPLICABLE).**

G. Longshoreman's & Harbor Worker's Compensation Act/Jones Act coverage shall be maintained for work being conducted upon navigable water of the United States. The limit required shall be he same limit as the worker's compensation/employer's liability insurance limit **(IF APPLICABLE).**

H. Professional Liability shall be maintained against claims of negligence, errors, mistakes, or omissions in the performance of the services to be performed and furnished by the Awaradee/Contractor or any of its subcontractors when it acts as a DESIGN PROFESSIONAL. The amount of coverage shall be no less than amount specified **(IF APPLICABLE).**

(a) $1,000,000 per incident and general aggregate. Note all claims made policies must provide the date of retroactive coverage.

The City may waive any or all of the above referenced insurance requirements based on the specific nature of goods or services to be provided under the award/contract.

ADDITIONAL INSURED - The City must be included as an additional insured by on the general and (Excess or Umbrella liability policies) if applicable. Alternatively, the Contractor may purchase a separate owners protective liability policy in the name of the City in the specified amount as indicated in the insurance requirements.

CLAIMS MADE POLICIES - If any liability insurance is issued on a claims made form, Contractor agrees to maintain uninterrupted coverage for a minimum of one year following completion and acceptance of the work either through purchase of an extended reporting provision, or through purchase of successive renewals with a retroactive date not later than the beginning of performance of work for the City. The retroactive date must be provided for all claims made policies.

CANCELLATION/NON-RENEWAL - Thirty (30) days written notice must be given to the City of any cancellation, intent to non-renew or material reduction in coverages (except aggregate liability limits). However, ten (10) days notice may be given for non-payment of premium. Notice shall be sent to the City of Tampa Department of Public Works, 306 E. Jackson Street, Tampa, FL 33602.

NUMBER OF POLICES - General and other liability insurance may be arranged under single policies for the full amounts required or by a combination of underlying policies with the balance provided by an excess or umbrella liability insurance policy.

WAIVER OF SUBROGATION - Contractor waives all rights against City, its agents, officers, directors and employees for recovery of damages to the extent such damage is covered under the automobile or excess liability policies.

SUBCONTRACTORS - It is the Contractor's responsibility to require all subcontractors to maintain adequate insurance coverage.

PRIMARY POLICIES - The Contractor's insurance is primary to the City's insurance or any self insurance program thereof.

RATING - All insurers shall be authorized to do business in Florida, and shall have an A.M. Best rating of B+ (or better), Class VII (or higher), or otherwise be acceptable to the City if not rated by A.M. Best.

DEDUCTIBLES - The Contractor is responsible for all deductibles. In the event of loss which would have been covered but for the presence of a deductible, the City may withhold from payment to Contractor an amount equal to the deductible to cover such loss should full recovery not be obtained under the insurance policy.

INSURANCE ADJUSTMENTS - These insurance requirements may be increased, reduced, or waived at the City's sole option with an appropriate adjustment to the Contract price.

Document updated on 12/22/2009 by RLD (Risk Management)

City of Tampa
Official Letter of Intent
(Form MBD-40)

A Letter of Intent is required for each WMBE/SLBE listed on the Schedule of Subcontractors to be Utilized (MBD 20 Form). Letter of Intent must be signed by both the Bidder/Service Provider and WMBE/SLBE firm.

Bid/Proposal/Contract Number: RFQ 15-D-00048

Bid/Proposal/Contract Name: Lower Peninsula Watershed Management Plan

A. To be completed by the Bidder/Service Provider

Name of Bidder: Applied Sciences Consulting, Inc.
Address: 1000 N. Ashley Drive, Suite 500
Tampa, FL 33602

Contact Person: Elie G. Araj, PE
Telephone: 813-228-0900 Fax: 813-434-2454
Email: earaj@appliedfl.com

B. To be completed by WMBE/SLBE

Name of WMBE/SLBE: Interflow Engineering, LLC
Address: 14499 N. Dale Mabry Highway, Suite 290
Tampa, FL 33618

Contract Person: John Loper, PE
Telephone: 813-963-6469 Fax: 813-336-5169
Email: jloper@interfloweng.com

C. Identify the scope of work to be performed or item(s) to be supplied by the WMBE/SLBE. On unit price bids, identify to which bid line item the WMBE/SLBE's work scope or supply corresponds:
Hydrologic and Hydraulic Mdeling, Floodplain delineation; Alternative Analysis and BODR preparation

D. Cost of work to be performed by WMBE/SLBE: $219,901.25

E. Cost of work to be performed by WMBE/SLBE as a percent of total City contract amount: 34%

Bidder/Proposer certifies that it intends to utilize the WMBE/SLBE listed above, and that the work described above is accurate. Bidder/Proposer will provide City with copy of the related subcontract agreement and/or purchase order prior to commencement of the WMBE/SLBE's work. The WMBE/SLBE firm certifies that it has agreed to provide such work/supplies for the amount stated above.

Bidder/Proposer: _____ Date: 5/11/16
Signature and Title

WMBE/SLBE Firm: _____ PRESIDENT Date: 5/11/2016
Signature and Title

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Tampa, FL 33602

Contact Person: Elie G. Araj, PE
Telephone: 813-228-0900 Fax: 813-434-2454
Email: earaj@appliedfl.com

B. To be completed by WMBE/SLBE

Name of WMBE/SLBE: Northwest Engineering, Inc.
Address: 8409 Sunstate Street
Tampa, FL 33634

Contract Person: Jerry Silva
Telephone: 813-889-9236 Fax: 813-886-3315
Email: jsilva@neitampa.com

C. Identify the scope of work to be performed or item(s) to be supplied by the WMBE/SLBE. On unit price bids, identify to which bid line item the WMBE/SLBE's work scope or supply corresponds:
Land Surveying Services

D. Cost of work to be performed by WMBE/SLBE: $65,000

E. Cost of work to be performed by WMBE/SLBE as a percent of total City contract amount: 10%

Bidder/Proposer certifies that it intends to utilize the WMBE/SLBE listed above, and that the work described above is accurate. Bidder/Proposer will provide City with copy of the related subcontract agreement and/or purchase order prior to commencement of the WMBE/SLBE's work. The WMBE/SLBE firm certifies that it has agreed to provide such work/supplies for the amount stated above.

Bidder/Proposer: _____ Date: 5/11/16
Signature and Title

WMBE/SLBE Firm: _____ President Date: May 11, 2016
Signature and Title

Exhibit D

Page 1 of 4 DMI – Solicited/Utilized

City of Tampa –DMI -Schedule of All Sub-(Contractors/Consultants/Suppliers) Solicited

(FORM MBD-10)

Contract No.:_____ Contract Name: Lower Peninsula Watershed Management Plan

Contractor Name: Applied Sciences Consulting, Inc. Address: 1000 N.Ashley Dr.,Ste 500, Tampa, FL 33602

Federal ID: 20-3212557 Phone: 813-228-0900 Fax: 813-434-2454 Email: earaj@appliedfl.com

[] No Firms were contacted/solicited for this contract.

[] No Firms were contacted because:_____

[] See attached documents with supplemental information.

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)

S = SLBE W=WMBE Federal ID	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 or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Resp. Rec'd Y/N
S 20-4459689	Interflow Engineering, LLC 14499 N. Dale Mabry Hwy, Suite 290 Tampa, FL 33618 P: 813-963-6469 F: 813-336-5169	CM	925	E	Y
W 59-2899240	Northwest Engineering, Inc. 8409 Sunstate Street Tampa,FL 33634 P: 813-889-9236 F: 813-886-3315	HM	925	E	Y

It is hereby certified that the information provided is an accurate and true account of contacts and solicitations for sub – contracting opportunitieson 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:_____ _____ Name/Title: Elie G. Araj/President Date: 5/10/2016

MBD 10 rev. 02/01/13

Note: Detailed Instructions for completing this form are on the next page

Exhibit D

Page 3 of 4DMI – Solicited/Utilized

City of Tampa –DMI Schedule of Sub-(Contractors/Consultants/Suppliers) to be Utilized

(FORM MBD-20)

Contract No.:_____ Contract Name: Lower Peninsula Watershed Management Plan

Contractor Name: Applied Sciences Consulting, Inc. Address: 1000 N. Ashley Dr.,Ste 500 Tampa, FL 33602

Federal ID: 20-3212557 Phone: 813-228-0900 Fax: 813-434-2454 Email: earaj@appliedfl.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 / Federal ID	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 / 20-4459689	Interflow Engineering, LLC 14499 N. Dale Mabry Hwy, Suite 290 Tampa, FL 33618 P: 813-963-6469 F: 813-336-5169	CM	925	E	34%
W / 59-2899240	Northwest Engineering, Inc. 8409 Sunstate Street Tampa,FL 33634 P: 813-889-9236 F: 813-886-3315	HM	925	E	10%

Total Subcontract/Supplier Utilization $ 44%

Total SLBE Utilization $ 100%

Total WMBE Utilization $ 10%

Percent SLBE Utilization of Total Bid/Proposal Amt. 100 % Percent WMBE Utilization of Total Bid/Proposal Amt. 10% %

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-Complianceand/or deemed non-responsive.

Signed:_____ _____ Name/Title: Elie G. Araj/President Date: 5/10/2016

MBD 20 rev. 02/01/13

Note: Detailed Instructions for completing this form are on the next page.