

Agmt

RESOLUTION NO. 2018-

704

CAD/vm

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$1,128,200 BETWEEN THE CITY OF TAMPA AND HAZEN AND SAWYER, P.C. IN CONNECTION WITH CONTRACT 18-D-00002; DAVID L. TIPPIN WATER TREATMENT FACILITY SOLIDS DEWATERING IMPROVEMENTS - DESIGN 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 Hazen and Sawyer, P.C., (Consultant) to provide professional services in connection with Contract 18-D-00002; David L. Tippin Water Treatment Facility Solids Dewatering Improvements - Design, (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 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 Hazen and Sawyer, P.C., in connection with Contract 18-D-00002; David L. Tippin Water Treatment Facility Solids Dewatering Improvements - Design 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.

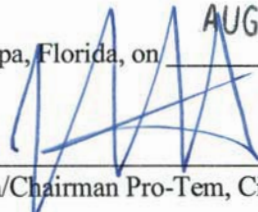
Section 2. That the Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk to attest and affix the official seal of the City of Tampa to, said Agreement on behalf of the City of Tampa.

Section 3. That this resolution will provide \$1,128,200 for professional engineering services for use by the David L. Tippin Water Treatment Facility Solids Dewatering Improvements Project within the Water-Renewal and Replacement 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 23 2018.

ATTEST:

  
Chairman/Chairman Pro-Tem, City Council

  
City Clerk/Deputy City Clerk

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

7/2018-18

## **AGREEMENT FOR CONSULTANT SERVICES**

**THIS AGREEMENT** ("Agreement") made and entered into at Tampa, Florida, as of the \_\_\_\_ day of \_\_\_\_\_, 2018, 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 Hazen and Sawyer, P.C., a/an New York Corporation authorized to do business in the State of Florida, ("CONSULTANT"), the address of which is 10002 Princess Palm Avenue, Registry One Building, Suite 200, Tampa, FL 33619.

### **WITNESSETH:**

**WHEREAS**, the CITY desires to engage the CONSULTANT to perform certain professional services pertinent to such work which shall be referred to as Contract 18-D-00002; David L. Tippin Water Treatment Facility Solids Dewatering Improvements - Design ("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**

CONSULTANT's total compensation for the services performed under this Agreement shall not exceed \$1,128,200, which actual total amount shall equal a lump sum (by task) amount of \$1,053,200 (billed in accordance with **Exhibit B**) plus those amounts, if any, not to exceed \$75,000, properly charged against the Owner's Allowance (as defined and more particularly described in **Exhibit A**).

#### **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 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, 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 party arising out of or relating to this Agreement may bring the legal action or proceeding in the United States District Court for the Middle District of Florida, Tampa Division or in any court of the State of Florida sitting in Tampa.

**XXIII. AUTHORIZATION**

Each party represents to the other that such has authority under all applicable laws to enter into an agreement containing each covenants and provisions as are contained herein, that all of the procedural requirements imposed by law upon each 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, the Firm expends more than \$750,000.00 in federal funds in an operating year from this and other federal grants, the Firm shall, at its own cost and expense, cause to be carried out an independent audit. The audit shall be completed and a copy furnished to the City, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period, unless a longer period is agreed to in advance by the City. For purposes of this Agreement, an operating and/or audit year is the equivalent to the Firm's fiscal year. The determination of when Grant Funds are expended is based on when the activity related to the expenditure occurs.

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

If expenditure does not exceed \$750,000.00 during an operating year, the Firm shall provide the City with its annual financial statement within ninety (90) days of the end of its operating year. Said financial statement shall be prepared by an actively licensed certified public accountant.

State Single Audit: Each non-state entity shall comply with all applicable requirements of section 215.97, F.S., and Audit Requirements. A State single audit is required if a nonstate entity expends \$500,000 or more of State financial assistance in any fiscal year of such non-state entity in accordance with the requirements of the Florida Single Audit Act.

#### **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. A cancellation for default pursuant to this Article shall not impair or limit the City's

remedy for the Firm's breach of warranty to the extent of work performed, not for errors or omissions in the professional engineering services prior to cancellation.

## **XXIX. BUDGET APPROPRIATIONS**

The City is subject to Section 1666.241, Florida Statutes, and is not authorized to contract for expenditures in any fiscal year except in pursuance of budgeted appropriates. With respect to this Agreement, the City has budgeted and appropriated sufficient monies to fund the City's obligations under this Agreement. The obligations of the City hereunder shall not constitute a general indebtedness of the City within the meaning of the Florida Constitution.

## **XXX. SCRUTINIZED COMPANIES**

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

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

## **XXXI. PUBLIC RECORDS**

A. Exempt Plans. 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.**

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]  
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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:**

Hazen and Sawyer, P.C.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: ☐ Pres ☐ Exec/Sr Vice Pres ☐ CEO ☐ Gen Partner

☐ Mgr (Mgr-Mgd LLC) ☐ Member (Member-Mgd LLC)

☐ Other (must attach proof of authority): \_\_\_\_\_

License no: \_\_\_\_\_

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

[SEAL]

**ATTEST:**

**CITY:**

City of Tampa, Florida

By: \_\_\_\_\_

City Clerk/Deputy City Clerk

[SEAL]

By: \_\_\_\_\_

Bob Buckhorn, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Rachel S. Peterkin, Assistant City Attorney



Hazen and Sawyer  
10002 Princess Palm Ave., Suite 200  
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**Exhibit A**  
**City of Tampa D.L. Tippin Water Treatment Facility**  
**Solids Dewatering Improvements**

**Design – 18-D-00002**

**SCOPE OF SERVICES**

August 9, 2018

**I. Project Overview**

The City of Tampa Water Department (City) owns and operates the David L. Tippin Water Treatment Facility (DLTWTF), which is currently permitted for a maximum flow of 120 million gallons per day (mgd), and an annual average flow of 82 mgd. In the future, the maximum day permitted capacity is expected to increase to 140 mgd. The existing water treatment process produces a ferric sludge that is thickened via gravity thickeners to a solids concentration that varies between 0.5 – 1.5%. The sludge is then pumped to a solids processing facility (SPF), where the sludge is conditioned with polymer, and dewatered by belt filter presses. The SPF receives and stores the sludge in a 1 million gallon tank and is dewatered during the day shifts of Monday through Friday. The dewatering system currently comprises belt filter presses, cake conveyor system, polymer batching tanks, control room, and other associated appurtenances and piping. Sludge parameters are as follows.

| Parameter                                   | Value   |
|---------------------------------------------|---------|
| Average Solids Loading (Dry tons/day)       | 12.2    |
| Maximum Month Solids Loading (Dry tons/day) | 17.2    |
| Maximum Day Solids Loading (Dry tons/day)   | 43.6    |
| Peak Season                                 | Summer  |
| Average Feed Solids (%)                     | 0.8     |
| Average Polymer Use (Lbs./Dry Ton)          | 15 – 16 |
| Average Cake Solids (% Solids)              | 16 – 17 |
| Shifts (Low Season)                         | 1       |
| Shifts (Peak Season)                        | 2       |
| Monthly Average of Hauled Sludge (Cubic Yd) | 3,100   |

The ferric sludge solids concentration is increased to approximately 16 - 17% by sludge conditioning in the dewatering process. The partially dried cake is placed on sludge

drying beds, which are located on the SPF property. The sludge is stored on the beds temporarily until the sludge is transported, land applied, and tilled/blended for use as hay fertilizer by a contracted material handling company.

The belt filter presses at the dewatering facility have been operating for nearly 30 years and are nearing the end of the equipment's useful life.

## **II. Scope of Services**

To accommodate an expansion capacity of 140 mgd, Hazen and Sawyer (Firm) will design to replace the following equipment in the dewatering system:

- Existing belt filter presses
- Existing dry polymer feed system.

The Firm will also prepare construction bid documents (drawings and specifications), prepare and submit permits and provide bid and post-design services for the following:

- Replacement of the existing belt filter presses with 3 to 4 new centrifuges within the existing building.
- Replacement of the existing solids handling, storage, and loading system with a new automated system.
- Replacement of the existing dry polymer feed system with new emulsified polymer activation system, sized for the new centrifuge equipment.
- Replacement of the sludge feed pumps to provide one pump per centrifuge with installed backup pump and valving matrix.
- Replacement of the sludge holding tank mixing system for a more homogenous mix within the tank.
- Upgrade of the existing sludge holding tank mixing pumps that include replacement of existing pumps or additional pump, suitable for the proposed mixing system.
- Piping modifications to accommodate the new dewatering system equipment including modifications to the piping from the solids holding tank to the sludge feed pumps.
- Upgrades to the existing camera system (new cameras and video recording equipment using latest technology and to best monitor the system) and instrument and control (I&C) capabilities related to the dewatering system (for a greater level of automation, alarm notification, remote monitoring, report and historical trending).
- Upgrades to the existing electrical system including standby power to accommodate the new dewatering system. The new electrical equipment that

replaces the existing equipment in the existing electrical room, and the new electrical equipment may be installed within a new, air-conditioned electrical room on the northwest corner of the dewatering building. The room shall be constructed of concrete masonry unit (CMU) walls with a hollow core slab ceiling. A new generator will be installed.

- Modifications to the site based on the need for a new dewatered cake storage area or elimination of existing onsite cake storage. This includes impacts to the existing stormwater system.
- Modifications to the existing building including lighting improvements, painting, and repair. Modifications to the building may include accommodations for the new polymer system, new sludge conveyance, new access for centrifuge maintenance, and the new electrical room.

The firm will perform the follow specific tasks to accomplish the effort as described above.

**Task 1 – Project Management and Progress Meetings** – This task will involve overall project management by the Firm, which will include the following subtasks:

**Task 1.1 – Project Kick-off Meeting**

The Firm will meet with City staff to review project scope, deliverable(s), schedule, data requirements, equipment preferences, and other pertinent information. The Firm will submit a data request for information as described under Section V City Responsibilities prior to the kick-off meeting to acquire pertinent information for use by the Firm during design. Meeting minutes will be prepared and distributed within 7 business days of the kick-off meeting.

**Task 1.2 – Budget and Schedule Management**

The Firm will manage the budget, schedule, and invoicing throughout the duration of the project, including any sub-consultants used by the Firm during design. This includes monthly preparation of progress reports.

**Task 1.3 – Project Coordination**

The Firm will coordinate with the City as needed throughout the project duration via phone calls, emails and conference calls.

#### **Task 1.4 – Progress Meetings**

The Firm will attend 2 progress meetings to review the project status, scope, and budget with the City. Meeting minutes will be prepared and distributed by the Firm within 7 business days after each meeting to document action items.

**Task 2 – Evaluation Phase** –The Firm will perform the following evaluation activities under this task. Surveying or geotechnical services that may be required, will be completed using Owner's Allowance (defined below)-subject to City approval, per Section III below, entitled Owner's Allowance.

#### **Task 2.1 – Site Visits to the Solids Processing Facility**

The Firm will conduct 3 site visits during the preliminary design phase to confirm site conditions, verify as-built information, and obtain other pertinent information required for the design development. Site visits will be attended by the City and key personnel from the Firm.

#### **Task 2.2 – Data Collection and Review**

The Firm will obtain and review requested data as part of this task. As required, additional data needs will be identified and submitted to the City in writing throughout the duration of the project. The Firm will obtain and review copies of the City standard specifications to assemble the base files for the bid documents. This task includes assembling the base files for the design documents and obtaining and reviewing copies of City of Tampa's standard specifications.

#### **Task 2.3 – Evaluate Dewatering System Options**

The Firm will provide the following to confirm the direction for the design phase:

- Optimum number and configuration of the dewatering units including expected cake solids output performance and capture rates. This includes orientation of the units and consideration for accessibility for maintenance activities.
- Options (up to 2) for replacing the existing solids handling, storage and loading system with a new automated system including use of shaftless spiral conveyors or similar equipment to be located immediately adjacent to the existing building. The necessary redundancy for this system will be considered along with elimination of any single points of failure.
- Operational characteristics of the existing sludge holding tank and mixing

system to determine need to replace or upgrade the existing mixing system including the mixing jets and pumps to provide a more reliable/accessible system. Options will consider the ability to adjust the jet positions and mixing intensity without relying on turning wheels and rods.

- Condition and adequacy of the existing sludge feed pumps. Modifications to the existing system versus replacement with a new system will be evaluated. Consideration will be given to improving pumping efficiency, reliability and redundancy.
- Options to improve/upgrade the overall instrumentation and controls to automate the overall process as much as practical. The evaluation will consider opportunities to enhance the existing camera system and I&C capabilities.
- Replacement of the existing electrical equipment within the existing room versus construction of a new electrical room. This will include evaluation of required standby power needs.

The evaluation will consider the City's desire to establish 24-hour day operations and compare it with the existing operations to determine the impact on the staffing requirements along with the necessary redundancy and potential single points of failure. As part of this evaluation, the capital, operation and management (O&M), life cycle costs (as appropriate) will be prepared along with the benefits of the options. Civil 3D/Revit renderings will be prepared to illustrate the various options and presented during the workshop.

This task includes one workshop with the Firm's key personnel and the City to review the findings of the above tasks to achieve consensus on the direction of the design before proceeding with the design phase. A powerpoint presentation will be prepared for the workshop. Meeting minutes will be prepared to document decisions made during the meeting within 7 business days.

**Task 2.4 – Site Visits to Operational Facilities** - The Firm will coordinate and attend 3 site visits with City to obtain input from other utilities with similar operating centrifuge and solids handling systems. The purpose of this task is to understand potential design or O&M factors that should be incorporated into the design of the City's facilities. The 3 visits will be within a 90-mile radius of the DLTWTF. Preference for the visits will be given to potable water treatment plants; however, visits to units at wastewater treatment plants may be necessary.

**Task 2.5 – Basis of Design Report** – The Firm will prepare a basis of design report (BODR) summarizing the findings from the evaluation phase. The BODR will include:

- Basis of design for the recommendations and decisions identified within Task 2.3 along with the other required improvements
- Required site improvements including stormwater
- Preliminary schematics and 3D renderings of the recommended features of the improvements in the interior and exterior of the sludge processing facility
- Electrical and instrumentation upgrades including one-line diagram and preliminary process & instrumentation diagrams (P&IDs)
- Summary of capital, O&M, and life cycle costs of the recommended improvements
- Proposed construction schedule
- Required maintenance of operation and sequence of construction
- Permitting requirements
- Staffing requirements

Prior to submitting the draft BODR, the Firm will convene a workshop with the City to review the preliminary 3D renderings of the major project components and to obtain clarification and input on the findings to date.

Subsequent to the workshop, the Firm will prepare and submit the draft report to the City and will attend one review meeting with City staff. The primary objectives of the meeting will be:

- To thoroughly discuss the draft report findings and recommendations and to examine the results of 3-D modeling.
- To reach consensus on the way forward as related to the design of all the elements of improvement.
- To obtain final City guidance with respect to the preparation of the final report.

Relevant comments will be incorporated into the final report before proceeding with Task 3. The final report shall be submitted in PDF and in bound, paper format (3 copies).

### **Task 3 –Design Phase**

Upon approval of the final BODR, the Firm will prepare and submit construction contract documents consisting of technical specifications and drawings for the proposed improvements identified in the BODR. Design drawing will include civil, structural, mechanical, architectural, heating, ventilation, air conditioning, electrical, instrumentation and control drawings. This

project will require 60%, 90%, and 100% design submittals. For each submittal, the Firm will prepare and submit the required documents as defined under Section IV Deliverables. Technical specifications will only be prepared for items not already included in the City's standards. All specifications, special conditions, and final cost estimates will be burned to a CD in Word and PDF. All construction drawings shall be burned to a CD in unencrypted AutoCAD 2016 or later DWG format free from any attachments or x-reference files. The Firm will digitally sign and seal the final construction documents (using a 3<sup>rd</sup> party vendor) to be used by the City for bidding and permitting.

The Firm will perform in-house quality control reviews prior to each design submittal and will prepare and submit an updated opinion of probable construction cost with each design submittal. The Firm will schedule and attend a review meeting with the City following each respective submittal to review and receive comments. Following each review meeting, the Firm will address the City's comments by incorporating them into the documents or by responding in writing, providing an explanation for any major comments that the Firm will not incorporate into the documents. Associated subtasks are as follows:

#### **TASK 3.1 – 60% Design Phase**

The 60% design submittal will consist of plan and preliminary section sheets of the civil and mechanical drawings, P&ID drawings, and plan sheets only of the preliminary electrical, HVAC, and structural sheets. Preliminary details of key components will be included as part of the submittal. Draft specifications (Divisions 1-17) will be included in the submittal package, which will include the City's standards. The draft specifications will include the preliminary maintenance of operations requirements. The submittal will include an updated schedule and opinion of probable construction cost appropriate for this level of design. The 60% drawings and specifications will be submitted to the City for review. Fourteen (14) calendar days of review time for the City has been allocated in the Firm's schedule. The Firm will meet with the City to review comments and will incorporate any relevant comments into the 90% submittal. 3D renderings will be used during the review meeting to assist with the review process.

#### **Task 3.2 – 90% Design Phase**

The 90% design submittal will consist of plan, section and details for all the disciplines. Final specifications (Divisions 1-17) will be included in the submittal package, which will include the City's standards as appropriate. The submittal will include an updated schedule and opinion of probable construction cost appropriate for this level of design. The 90% drawings and specifications will be submitted to the City for review. Thirty (30)

calendar days of review time for the City has been allocated in the Firm's schedule. This includes a review by City's Construction Services Division (CSD). The Firm will meet with the City to review comments and will incorporate any relevant comments into the 100% submittal. The Firm will review the City's front-end documents to identify areas that may need clarification or suggest supplemental conditions that may be needed to integrate the front-end documents into the overall contract documents. This also includes development of the bid schedule. The 90% design submittal will also include development of the bid schedule.

### **Task 3.3 – 100% Design**

The Firm will incorporate the City's final comments (including those from CSD) and submit bid ready contract documents to the City for their use in bidding the project. The 100% design submittal will consist of the final design drawings, special conditions, and specifications (Divisions 1-17) documents. The submittal will include an updated schedule and the final opinion of probable construction cost. No additional review meetings are included as part of this task.

### **Task 4 – Permitting**

The Firm will prepare and submit permit applications to the responsible regulatory agencies for review. It is anticipated that the following permits will be required:

- Florida Department of Environmental Protection (FDEP)
- Southwest Florida Water Management District (SWFWMD) Stormwater Permit (ERP) – A meeting with the District will be conducted to confirm that the proposed improvements are de minimis, and that only an exemption will be required
- Environmental Protection Commission related to proposed improvements that will disturb or have the potential of disturbing the remnant solids on site.

The Firm will attend 1 meeting with each of the above agencies to confirm permitting/exemption requirements and to review the permit application. This task includes responding to one RFI for each of the permits. The Firm shall pay for the permit fees out of the Owner's Allowance. The City will obtain and issue City permits for structural, electrical, and civil features of the project.

### **Task 5 – Bidding**

The Firm will perform the following pre-construction services for this project:

**Task 5.1 – Pre-Bid Meeting.** Firm will attend the pre-bid meeting and answer questions related to the bid documents and scope of services.

**Task 5.2 – Respond to Questions.** Firm will prepare written responses to technical questions from contactors that arise during the entire bid phase.

**Task 5.3 – Prepare Addenda.** Firm will assist the City in preparing addendums, as may be necessary, including clarifications of the construction documents and additional technical specifications.

**Task 5.4 – Review Submittals.** Firm will assist the City in reviewing the bid submittals and provide a statement indicating that the apparent low bidder meets the requirement of the contract documents as related to the experience and qualifications of the Contractor to perform the work. This includes contacting the references for the apparent low bidder.

**Task 5.5 – Project Task Worksheet.** Firm will assist the City with completing the Project Task worksheet as required for contract approval.

**Task 5.6 – Conformed Documents.** Firm will assist with assembling the conformed documents based on any changes made during the bid phase.

## **Task 6 – Construction Phase**

The Firm will perform the following limited construction phase services for this project.

**Task 6.1 – Pre-Construction Meetings.** The Firm will attend 2 pre-construction meetings: one at 306 East Jackson Street, Tampa, FL 33602 and another at the D. L. Tippin Water Treatment Solid Processing Facility.

**Task 6.2 – Progress Meetings.** The Firm will attend bi-weekly construction progress meetings with the City and the Contractor throughout the duration of construction, not to exceed 12 months. The Firm's Project Manager will attend all the meetings. Key personnel may also be required to attend any or all of the proposed 24 progress meetings.

**Task 6.3 – Shop Drawing Review.** The Firm will obtain and review shop drawings and at least one (1) resubmittal for each shop drawing. For purposes of the fee proposal, 30 major shop drawings are expected.

**Task 6.4 – Requests for Information (RFI).** The Firm will assist the City with preparing responses up to 25 RFIs to provide clarification and interpretations of the construction contract documents.

**Task 6.5 – Changes to the Work.** The Firm will provide up to 40 hours to assist the City with the review and evaluation of changes during construction, which includes preparation of required details to clarify the intent of the change. This includes estimating the opinion of probable costs for the changes as approved by the City.

**Task 6.6 – Construction Observation Services.** The Firm will provide limited construction observation services throughout the construction phase to supplement the City's inspection of the work. All of the work performed by the Firm during this phase will be documented in field reports. While onsite, the Firm shall record observations and promptly report to the City any items observed that require discussion and/or action. The Firm assumes that the active construction period for the improvements will be 9 months and field visits during the active construction period shall be for 4 hours per week on average during this period. Visits will be conducted by individuals familiar with the design elements of the project, including the Firm's Project Manager and/or Engineer of Record (EOR) and other design engineers as appropriate. This task includes attending the substantial completion inspection and the requisite follow-up inspection to confirm compliance with completion of punch list items.

**Task 6.7 – Startup Assistance.** The Firm will provide limited startup assistance of all new equipment to support the City. Assistance means observing the start-up (which will be conducted by major equipment vendors in concert with the City operators), examining start-up documentation provided by vendors, providing troubleshooting assistance, and providing guidance to the City. This task also includes assisting with onsite training related to process and control of the new system. For purposes of this estimate, a total of 1 week of assistance is expected.

## **Task 7 – Close-Out Phase**

The Firm will perform the following close-out services:

**Task 7.1 – O&M Manual.** The Firm will review operation and maintenance submittals, product warranties, certificates, etc. that are submitted by the Contractor to confirm compliance with the construction documents. This task also includes the preparation of a separate process control operations manual that will define the specific O&M requirements associated with the process. The manual will include references to the 3D renderings and will be prepared in an electronic, searchable format. The draft process O&M Manual will be submitted to the City for review. Relevant comments will be incorporated into the final document.

**Task 7.2 – Record Drawings.** The Firm will prepare record drawings based on markups provided by the Contractor and electronic files provided by the City.

**Task 7.3 – Construction Completion.** The Firm will prepare and submit the construction completion forms to FDEP.

### III. Owner's Allowance

An allowance ("Owner's Allowance") of up to \$75,000 is available for additional services as may be requested by the City for services not currently defined in this scope of services. Charges against the Owner's Allowance shall be calculated on a time and material basis using rates noted in Exhibit B and at their actual cost without markup. Notwithstanding anything herein to the contrary, any charge against or increase to the Owner's Allowance must be approved by the City in advance and in writing. If not so approved, the charge will be deemed to be at the Firm's sole cost without reimbursement. Any remaining Owner's Allowance amounts shall belong 100% to the City.

### IV. Deliverables

The Firm will prepare and submit the following deliverables:

| Task                        | Deliverable                          | No. of Items/Other                                                                                                                                                                                                                                              |
|-----------------------------|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Task 1 - Project Management | Kickoff and Progress meeting minutes | 1 PDF copy                                                                                                                                                                                                                                                      |
|                             | Invoices and Project Status          | 1 PDF copy/invoice                                                                                                                                                                                                                                              |
| Task 2 – Evaluation Phase   | Basis of Design Report (DRAFT)       | 1 PDF copy                                                                                                                                                                                                                                                      |
|                             | Powerpoint Point and Meeting Minutes | 1 PDF copy                                                                                                                                                                                                                                                      |
|                             | Basis of Design Report (FINAL)       | 3 bound copies, 1 PDF copy                                                                                                                                                                                                                                      |
| Task 3 – Design Phase       | 60% Submittal                        | 1 PDF (construction plans only)                                                                                                                                                                                                                                 |
|                             | 90% Submittal                        | 1 PDF of construction plans and costs; Word files of specifications                                                                                                                                                                                             |
|                             | 100% Submittal                       | All final deliverables in PDF format. Auto CAD Civil 3 D and/or Revit files will also be submitted along with ( three (3) bound copies (11" x 17") of plans. All plans will be digitally signed and sealed. Word file of specifications will also be submitted. |

|                             |                                              |                                                                      |
|-----------------------------|----------------------------------------------|----------------------------------------------------------------------|
| Task 4 - Permitting         | Draft and Final Permit                       | 1 Original, 1 PDF copy                                               |
| Task 5 - Bidding            | Response to RFIs                             | As required                                                          |
|                             | Clarifications, Addendum(s)                  | As required                                                          |
|                             | Project Task Worksheet                       | 1 PDF copy                                                           |
|                             | Conformed Documents                          | 1 PDF copy                                                           |
| Task 6 - Construction Phase | Site Visit Reports                           | 1 PDF copy                                                           |
|                             | Comments on Substantial and Final Completion | 1 PDF copy                                                           |
|                             | Change Order Reviews                         | As required                                                          |
|                             | Shop Drawings Reviews                        | As required                                                          |
|                             | Response to RFIs                             | As required                                                          |
| Task 7 - Close-Out Phase    | Record Drawings                              | 1 PDF; Auto CAD Civil 3 D and/or Revit files will also be submitted. |
|                             | O&M                                          | 3 Originals and 1 PDF                                                |
|                             | FDEP Clearance Request/Approval              | 1 Original, 1 PDF copy                                               |

## V. City Provided Information

The City will furnish the following information:

- Operational data.
- As-built drawings, catalogues, operation and maintenance manuals related to the Sludge Processing Facility.
- As-built construction drawings and construction photos of the Sludge Holding Improvement Project constructed in 2014.
- Pertinent existing/active jurisdictional agency permits information, including information regarding the use of existing lagoons.
- Solicitation documents (2016) for the award for disposal of ferric humate sludge.

## VI. Schedule

The Firm will adhere to the following schedule requirements for this project:

| Task               | Completion Dates                     |
|--------------------|--------------------------------------|
| Evaluation Phase   | 120 days after NTP                   |
| Design Phase       | 225 days after BODR Approval         |
| Bidding            | 120 days from final design submittal |
| Construction Phase | 12 months after NTP to Contractor    |
| Closeout Phase     | 30 days after Final Completion       |

The Firm's services for all tasks will commence upon written authorization from the City, which will constitute Notice to Proceed (NTP), and assumes a total project duration (design and construction) of approximately twenty-six (26) months. The Firm will notify the City in writing of any delays beyond its control.

## VII. Key Personnel

The Firm shall utilize the team identified below:

Project Manager – Andre Dieffenthaller, P.E.  
Design Manager/Senior Engineer – Jacob Porter, P.E.  
I&C Engineer/Senior Engineer – Dan Schmidt, P.E.  
Structural – Jean Paul Silva, P.E.  
Electrical – Bill Nelson, P.E. (EDA – Subconsultant)  
Polymer System – Arturo Burbano, P.E. (GHD – Subconsultant)

The parties acknowledge that the Firm was selected, in part, on the basis of qualifications of the subcontractors(s)/subconsultant(s) or team members and employees of the Firm as identified in the Firms' response to the City's solicitation. The Firm shall ensure that Key Personnel are available for services hereunder as long as such Key Personnel are in the employ of the Firm. The firm shall not add or change any Key Personnel without the City's prior written approval made in response to a written request from the Firm stating the reasons for any proposed substitution or addition and providing such information as the City requires for determining the suitability of the individual or entity being proposed. The City will act reasonably in evaluating same; provided, however, the City's acceptance shall not constitute any responsibility or liability for such individual or entity's ability to perform

END OF SCOPE OF SERVICES

**Exhibit B**  
**City of Tampa D.L. Tippin Water Treatment Facility**  
**Solids Dewatering Improvements**  
**Design – 18-D-00002**

**Fee Schedule**

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Summary of Fee

Exhibit B

City of Tampa D.L. Tippin WTP Solids Dewatering Improvements  
Professional Engineering Services Fee Proposal (FINAL)

Date:

8/6/2018

| Task Number | Tasks                                       | Project Manager/ QA-QC | Senior Project Engineer | Process Engineer | Senior Principal Engineer | Project Engineer | Engineer | CADD  | Admin Support | Labor Hours | Labor Dollars | Expenses | GHD      | EDA       | Total Dollars |
|-------------|---------------------------------------------|------------------------|-------------------------|------------------|---------------------------|------------------|----------|-------|---------------|-------------|---------------|----------|----------|-----------|---------------|
|             | (Hourly Rates)                              | \$240                  | \$210                   | \$175            | \$155                     | \$145            | \$120    | \$115 | \$80          |             |               |          |          |           |               |
| 1           | Project Management and Progress Meetings    |                        |                         |                  |                           |                  |          |       |               |             |               |          |          |           | \$76,100      |
| 1.1         | Project Kick-Off Meeting                    | 4                      | 4                       |                  |                           | 12               |          |       |               | 20          | \$3,540       |          | \$1,840  | \$1,480   | \$6,860       |
| 1.2         | Budget and Schedule Management              | 28                     |                         |                  |                           | 56               |          |       | 28            | 112         | \$17,080      |          | \$3,720  | \$0       | \$20,800      |
| 1.3         | Project Coordination                        | 56                     | 56                      |                  |                           |                  |          |       |               | 112         | \$25,200      |          | \$4,205  | \$5,550   | \$34,955      |
| 1.4         | Progress Meetings                           | 12                     | 16                      |                  |                           | 24               |          |       |               | 52          | \$9,720       |          | \$2,280  | \$1,480   | \$13,480      |
| 2           | Evaluation Phase                            |                        |                         |                  |                           |                  |          |       |               |             |               |          |          |           | \$168,300     |
| 2.1         | Site Visit                                  | 8                      | 40                      |                  |                           | 24               |          |       |               | 72          | \$13,800      | \$500    | \$1,600  | \$5,080   | \$20,980      |
| 2.2         | Data Collection and Review                  |                        | 4                       |                  |                           | 24               | 32       |       |               | 60          | \$8,160       |          | \$1,040  | \$5,620   | \$14,820      |
| 2.3         | Evaluate Dewatering System Options          | 24                     | 48                      | 24               |                           | 56               | 40       | 100   |               | 292         | \$44,460      |          | \$2,120  | \$2,910   | \$49,490      |
| 2.4         | Site Visit to Operational Facilities        | 8                      | 16                      |                  |                           | 24               |          |       |               | 48          | \$8,760       | \$200    | \$1,600  | \$0       | \$10,560      |
| 2.5         | Basis of Design Report                      | 24                     | 64                      | 24               |                           | 60               | 56       | 80    | 12            | 320         | \$48,980      |          | \$4,390  | \$17,070  | \$70,440      |
| 3           | Design Phase                                |                        |                         |                  |                           |                  |          |       |               |             |               |          |          |           | \$438,100     |
| 3.1         | 60% Design Phase                            | 56                     | 212                     | 120              |                           | 160              | 200      | 720   |               | 1468        | \$208,960     |          | \$19,060 | \$26,220  | \$254,240     |
| 3.2         | 90% Design Phase                            | 24                     | 160                     | 60               |                           | 60               | 100      | 450   |               | 854         | \$122,310     |          | \$19,470 | \$16,240  | \$158,020     |
| 3.3         | 100% Design / Bid Ready Documents           | 24                     | 116                     | 24               |                           | 24               | 36       | 150   |               | 374         | \$59,370      |          | \$8,030  | \$8,401   | \$75,801      |
| 4           | Permitting                                  | 8                      | 8                       |                  |                           | 24               | 40       |       |               | 80          | \$11,880      |          | \$0      | \$0       | \$11,900      |
| 5           | Bidding                                     |                        |                         |                  |                           |                  |          |       |               |             |               |          |          |           | \$31,700      |
| 5.1         | Pre-Bid Meeting                             | 4                      | 4                       |                  |                           |                  |          |       |               | 8           | \$1,800       |          | \$0      | \$0       | \$1,800       |
| 5.2         | Respond to Questions                        | 4                      | 16                      |                  |                           | 16               |          |       |               | 36          | \$6,640       |          | \$1,320  | \$3,540   | \$11,500      |
| 5.3         | Prepare Addenda                             | 4                      | 12                      |                  |                           | 8                |          | 4     |               | 28          | \$5,100       |          | \$515    | \$2,359   | \$7,974       |
| 5.4         | Review Submittals                           | 2                      | 4                       |                  |                           | 8                |          |       |               | 14          | \$2,480       |          | \$0      | \$0       | \$2,480       |
| 5.5         | Project Task Worksheet                      | 2                      |                         |                  |                           | 8                |          |       |               | 10          | \$1,640       |          | \$0      | \$0       | \$1,640       |
| 5.6         | Conformed Documents                         | 2                      | 4                       |                  |                           | 12               |          | 8     |               | 26          | \$3,980       |          | \$330    | \$1,942   | \$6,252       |
| 6           | Construction Phase                          |                        |                         |                  |                           |                  |          |       |               |             |               |          |          |           | \$120,700     |
| 6.1         | Pre-Construction Meetings                   | 4                      | 8                       |                  |                           |                  |          |       |               | 12          | \$2,640       |          | \$0      | \$0       | \$2,640       |
| 6.2         | Progress Meetings                           | 72                     | 48                      |                  |                           | 72               |          |       |               | 192         | \$37,800      |          | \$1,860  | \$6,980   | \$46,640      |
| 6.3         | Shop Drawing Review                         | 12                     | 68                      | 24               |                           | 48               | 56       |       |               | 208         | \$35,040      |          | \$1,890  | \$16,840  | \$53,770      |
| 6.4         | Respond to RFIs                             | 16                     | 58                      | 20               |                           | 48               | 40       | 12    |               | 194         | \$32,660      |          | \$1,060  | \$7,040   | \$40,760      |
| 6.5         | Changes to the Work                         | 8                      | 16                      |                  |                           | 8                |          | 8     |               | 40          | \$7,360       |          | \$0      | \$3,500   | \$10,860      |
| 6.6         | Construction Observation Services           | 16                     | 80                      | 40               |                           |                  |          |       |               | 136         | \$27,640      | \$2,000  | \$2,000  | \$7,000   | \$38,640      |
| 6.7         | Startup Assistance (not to exceed)          | 12                     | 52                      |                  |                           | 16               |          |       |               | 80          | \$16,120      |          | \$2,230  | \$8,960   | \$27,310      |
| 7           | Close-Out Phase                             |                        |                         |                  |                           |                  |          |       |               |             |               |          |          |           | \$58,400      |
| 7.1         | O&M Manual                                  | 8                      | 40                      | 24               |                           | 48               | 40       | 80    |               | 240         | \$35,480      |          | \$830    | \$1,930   | \$38,240      |
| 7.2         | Record Drawings                             |                        | 8                       |                  |                           | 8                |          | 80    |               | 96          | \$12,040      |          | \$920    | \$2,994   | \$15,954      |
| 7.3         | Construction Completion                     | 2                      | 4                       |                  |                           |                  | 24       |       |               | 30          | \$4,200       |          | \$0      | \$0       | \$4,200       |
|             | Lump Sums                                   | 444                    | 1166                    | 360              | 0                         | 848              | 664      | 1692  | 40            | 5214        | \$814,840     | \$2,700  | \$82,310 | \$153,136 | \$1,053,200   |
|             | Owner's Allowance                           |                        |                         |                  |                           |                  |          |       |               |             |               |          |          |           | \$75,000      |
|             | Maximum possible allocation (not to exceed) |                        |                         |                  |                           |                  |          |       |               |             |               |          |          |           | \$1,128,200   |

1. \$1,128,200 is the maximum possible amount available. CONSULTANT's actual compensation shall be equal to the lump sum of \$1,053,200 plus those amounts, if any, properly charged against the Owner's Allowance (not to exceed \$75,000).  
NOTE: Invoices not to be submitted more than once a month.

## EXHIBIT C

### CITY OF TAMPA INSURANCE REQUIREMENTS

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

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

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

#### MINIMUM SCOPE AND LIMIT OF INSURANCE<sup>1</sup>

A. Commercial General Liability (CGL) Insurance on the most current Insurance Services Office (ISO) Form CG 00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily, personal and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and completed operations liability coverage maintained for at least 3 years after completion of work. Limits shall not be less than \$1M per occurrence and \$2M general aggregate for Agreements valued at \$2M or less; if valued over \$2M, a general aggregate limit that equals or exceeds the Agreement's value. If a general aggregate limit applies, it shall apply separately to the project/location (ISO CG 25 03 or 25 04 or equivalent). (ALWAYS APPLICABLE)

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

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

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

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

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

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

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

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

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

<sup>1</sup> "M" indicates million(s), for example \$1M is \$1,000,000

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

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

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

M. Garagekeeper/Hangerkeeper/Marina Operator Legal Liability Insurance and/or Hull/P&I Insurance where parking lot, valet, dealership, garage services, towing, etc. and/or operation of a hangar, marina, or air

plane/ship repairer, providing safe berth, air/watercraft storage/docking (on land/ in water), fueling, tours, charters, ferries, dredges, tugs, mooring, towing, boat/aircraft equipment/repair/alteration/maintenance, etc.; coverage against liability for damage to vehicles air/watercraft, their machinery in Firm's care, custody, or control both private & commercial. Limits at least equal to greater of \$1M, value of max number of vehicles that may be in Firm's custody, or of most costly object in Firm's custody. (IF APPLICABLE)

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

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

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

#### ADDITIONAL REQUIREMENTS

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

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

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

☒ Contract Administration Department, 306 E Jackson St, Tampa, FL 33602    ☐ Purchasing Department, 306 E Jackson Street, Tampa, FL 33602  
☐ Other: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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



Exhibit D

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

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

Contract No.: 18-D-00002 Contract Name: David L. Tippin Water Treatment Facility Solids Dewatering Improvements  
 Company Name: Hazen and Sawyer. Address: 1002 Princess Palm Ave., Suite 200 Tampa FL 33619  
 Federal ID: 13-2904652 Phone: (813) 549-2117 Fax: (813) 630-1967 Email: adieffenthaller@hazenandsawyer.com

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

☐ No Firms were contacted or solicited for this contract.

☐ No Firms were contacted because: \_\_\_\_\_

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

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

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

| S = SLBE<br>W=WMBE<br>O = Neither | Company Name<br>Address<br>Phone, Fax, Email                                                                                                               | Type of Ownership<br>(F=Female M=Male)<br>BF BM = African Am.<br>HF HM = Hispanic<br>AF AM = Asian Am.<br>NF NM = Native Am.<br>CF CM = Caucasian | Trade or<br>Services<br><br>NIGP Code<br>(listed<br>above) | Contact<br>Method<br>L=Letter<br>F=Fax<br>E=Email<br>P=Phone | Quote<br>or<br>Response<br>Received<br>Y/N |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|--------------------------------------------------------------|--------------------------------------------|
| Federal ID                        |                                                                                                                                                            |                                                                                                                                                   |                                                            |                                                              |                                            |
| O                                 | GHD Services Inc.                                                                                                                                          |                                                                                                                                                   |                                                            |                                                              |                                            |
| 16-1229774                        | 5904 Hampton Oaks Parkway, Suite F, Tampa, Florida 33610<br>(786) 334-6392, Arturo.burbano@ghd.com                                                         | N/A                                                                                                                                               | 925                                                        | E                                                            | Y                                          |
| 650868970                         | Electrical Design Associates, Inc.<br>3001 N Rock Point Drive E., Suite 200 Tampa FL 33607<br>Ph.(813)367-3536 Fax: (561) 819-5557 email:wnelson@goeda.com | HF                                                                                                                                                | 925                                                        | E                                                            | Y                                          |
| WMBE                              |                                                                                                                                                            |                                                                                                                                                   |                                                            |                                                              |                                            |
|                                   |                                                                                                                                                            |                                                                                                                                                   |                                                            |                                                              |                                            |
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|                                   |                                                                                                                                                            |                                                                                                                                                   |                                                            |                                                              |                                            |

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

Signed: [Signature] Name/Title: Andre Dieffenthaller, Assoc. VP Date: 7/17/18

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





Exhibit D

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

[ ] Partial [ ] Final

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

Contractor Name: \_\_\_\_\_ Address: \_\_\_\_\_

Federal ID: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

GC Pay Period: \_\_\_\_\_ Payment Request/Invoice Number: \_\_\_\_\_ City Department: \_\_\_\_\_

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

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

| Type                   | Company Name<br>Address<br>Phone & Fax | Total<br>Sub Contract<br>Or PO<br>Amount | Amount Paid<br>To Date                      | Amount To Be<br>Paid<br>For This Period |
|------------------------|----------------------------------------|------------------------------------------|---------------------------------------------|-----------------------------------------|
| Trade/Work<br>Activity |                                        |                                          | Amount<br>Pending<br>Previously<br>Reported | Sub Pay Period<br>Ending Date           |
| [ ]Sub<br>[ ]Supplier  |                                        |                                          |                                             |                                         |
| Federal ID             |                                        |                                          |                                             |                                         |
|                        |                                        |                                          | \$                                          | \$                                      |
|                        |                                        |                                          |                                             |                                         |
|                        |                                        |                                          |                                             |                                         |
|                        |                                        |                                          | \$                                          | \$                                      |
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|                        |                                        |                                          |                                             |                                         |
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|                        |                                        |                                          | \$                                          | \$                                      |
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|                        |                                        |                                          | \$                                          | \$                                      |
|                        |                                        |                                          |                                             |                                         |
|                        |                                        |                                          |                                             |                                         |

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

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

Signed: \_\_\_\_\_ Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

DMI form 30 (rev. 02/01/2013)

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



**Page 2 of 2 – DMI Payment**  
**Instructions for completing The DMI Sub-(Contractors/Consultants/ Suppliers) Payment Form**  
**(Form MBD-30)**

This form must be submitted with all invoicing or payment requests where there has been subcontracting rendered for the pay period. If applicable, after payment has been made to the subcontractor, "Waiver and Release of Lien upon Progress Payment", "Affidavit of Contractor in Connection with Final Payment", or an affidavit of payment must be submitted with the amount paid for the pay period. The following will detail what data is required for this form. The instructions that follow correspond to the headings on the form required to be completed. **(Modifying or omitted information from this form may result in non-compliance).**

- **Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.
- **W.O.#** If the report covers a work order number (W.O.#) for the contract, please indicate it in that space.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business.
- **Address.** The physical address of your business.
- **Federal ID.** A number assigned to a business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **Pay Period.** Provide start and finish dates for pay period. (e.g. 05/01/13 – 05/31/13)
- **Payment Request/Invoice Number.** Provide sequence number for payment requests. (ex. Payment one, write 1 in space, payment three, write 3 in space provided.)
- **City Department.** The City of Tampa department to which the contract pertains.
- **Total Amount Requested for pay period.** Provide all dollars you are expecting to receive for the pay period.
- **Total Contract Amount (including change orders).** Provide expected total contract amount. This includes any change orders that may increase or decrease the original contract amount.
- **Signed/Name/Title/Date.** This is your certification that the information provided on the form is accurate.
- **See attached documents.** Check if you have provided any additional documentation relating to the payment data. Located at the bottom middle of the form.
- **Partial Payment.** Check if the payment period is a partial payment, not a final payment. Located at the top right of the form.
- **Final Payment.** Check if this period is the final payment period. Located at the top right of the form.

The following instructions are for information of any and all subcontractors used for the pay period.

- **(Type) of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business or SLBE.
- **Trade/Work Activity.** Indicate the trade, service, or material provided by the subcontractor.
- **SubContractor/SubConsultant/Supplier.** Please indicate status of firm on this contract.
- **Federal ID.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Total Subcontract Amount.** Provide total amount of subcontract for subcontractor including change orders.
- **Amount Paid To Date.** Indicate all dollars paid to date for the subcontractor.
- **Amount Pending, Previously Reported.** Indicate any amount previously reported that payments are pending.
- **Amount To Be Paid for this Period.** Provide dollar amount of dollars requested for the pay period.
- **Sub Pay Period Ending Date.** Provide date for which subcontractor invoiced performed work.

*Forms must be signed and dated or will be considered incomplete. The company authorized representative must sign and certify the information is true and accurate. Failure to sign this document or return the document unsigned can be cause for determining a company is in non-compliance of Ordinance 2008-89.*

If any additional information is required or you have any questions, you may call the Minority Business Development Office at (813) 274-5522.