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RESOLUTION NO. 2021 - _____

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$1,184,339 BETWEEN THE CITY OF TAMPA AND AECOM TECHNICAL SERVICES, INC., IN CONNECTION WITH CONTRACT 20-C-00016; WASTEWATER PUMPING STATION REHABILITATIONS - DESIGN-BUILD; AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE.

WHEREAS, via the competitive selection process in accordance with Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act and consistent with Federal procurement policies, as applicable, the City of Tampa ("City") selected AECOM Technical Services, Inc., ("Firm") to provide professional services in connection with Contract 20-C-00016; Wastewater Pumping Station Rehabilitations - Design-Build, ("Project") as detailed in the Agreement for Professional Services ("Agreement"); and

WHEREAS, the City desires to enter into an agreement with the Firm to provide 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 AECOM Technical Services, Inc., in connection with Contract 20-C-00016; Wastewater Pumping Station Rehabilitations - Design-Build as detailed in said Agreement, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in substantially similar form.

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

Section 3. This resolution provides funding in the amount of \$1,184,339 for professional services to AECOM Technical Services, Inc for the Pumping Station Rehabilitation Design Build project for use by the Wastewater Department within the Wastewater Bonds – Series 2021 Capital Projects Fund.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON FEB 04 2021

ATTEST:

Shirley Fox-Knowles
CITY CLERK/DEPUTY CITY CLERK

[Signature]
CHAIRMAN/CHAIRMAN PRO-TEM CITY COUNCIL

PREPARED AND APPROVED AS TO
LEGAL SUFFICIENCY BY:

ASSISTANT CITY ATTORNEY

PW21-66304

AGREEMENT FOR DESIGN-BUILD INITIAL SERVICES

THIS AGREEMENT, made and entered into at Tampa, Florida, this _____ day of _____, 2021, by and between the City of Tampa, a municipal corporation of the State of Florida, hereinafter referred to as "City", and the following entity authorized to do business in the State of Florida: AECOM TECHNICAL SERVICES, INC., hereinafter referred to as "Firm", with an FIEN of 95-2661922.

WITNESSETH:

WHEREAS, the City desires to engage the Firm to perform certain services pertinent to such work which shall be referred to as Contract 20-C-00016; Wastewater Pumping Station Rehabilitations Design-Build - DB "Project" in accordance with this Agreement; and

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

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

I. GENERAL SCOPE OF THIS AGREEMENT

A. The relationship of the Firm to the City shall be that of an independent professional Design-Builder for the Project; and the Firm shall provide the Initial-Design-Build services required under this Agreement in accordance with standard industry practices, with the care, knowledge and skill expected of similar engineering firms.

B. Any additional services to be provided by the Firm shall be set out in detail by subsequent Agreement.

C. The Guaranteed Maximum Price proposal to be prepared and provided by the Firm in accordance with this Agreement shall be used as a basis for negotiating the future Agreement for Construction Services. A Design-Build Fee not to exceed seven percent (7%) shall be used in the calculation of the Total Project Cost.

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

II. DATA AND SERVICES TO BE PROVIDED BY THE CITY

The City shall provide:

A. Design Criteria Package

B. Available plans and specifications of existing construction.

C. Ground topography.

III. PERIOD OF SERVICE

A. The Design-Build Firm shall perform the Scope of Services in accordance with the schedule set forth in **Exhibit A**. Such schedule may be revised by the City after consultation with the Design-Build Firm.

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

IV. GENERAL CONSIDERATIONS

A. All original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the Firm's services under this Agreement shall become and remain the property of the City. Where such documents are required to be filed with governmental agencies, the Firm will furnish copies to the City upon request.

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

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

V. COMPENSATION

The City shall compensate the Firm for the Initial Design-Build services performed under this Agreement in the amount of \$ 1,184,339 in accordance with **Exhibit B. Lump Sum** with an Allowance for Additional Services with a total compensation not to exceed \$1,184,339, the actual total amount of which will be equal to the lump sum of \$1,134,339 plus those amounts, if any, not to exceed \$50,000 properly charged against the Allowance for Additional Services.

VI. PAYMENT

Payments shall be made upon presentation of the Firm'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, upon request by the City all Project related records and documents 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 during or following completion of the Project at no cost to the City, HUD (if applicable), representatives of the Comptroller General of the United States or other federal agency may reasonably require. Firm will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The City's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state or federal. Firm shall retain all records and supporting documentation applicable to this Agreement for five (5) years from the date of submission of the annual performance report to HUD, if applicable. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

VIII. PERSONNEL

The Firm represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. All personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or

correctional institution shall be employed on work under this Agreement. The Firm further certifies that all of its employees assigned to serve the City have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Firm who, in the opinion of the City, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the certain professional engineering services under this Agreement.

IX. SUSPENSION, CANCELLATION OR ABANDONMENT

Suspension, cancellation or abandonment of this Agreement shall be necessitated if any of the following occur: disclosure of City confidential information, procedures or activities; failure of the Firm to perform the Services in accordance with Section I.

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

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

X. TERMINATION

A. Termination for Cause.

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

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

B. Termination for Convenience.

The City may reduce the scope of work or terminate work under this Agreement or amendment to this Agreement without cause; in the event of such scope reduction or termination other than for cause, the City shall compensate the Firm for services properly performed through the date of such reduction in scope or termination, which date shall be fixed in written notice from the City and which date shall be not sooner than fifteen (15) days after notice. Notwithstanding such termination or reduction in scope, the City shall be entitled to receive from the Firm upon request by the City any and all information related to the Project and the City shall preserve and protect all such information and assure ready access thereto by the Firm in connection with resolution of the amount due to the Firm. The City, at its own discretion, shall be entitled to direct the Firm to terminate any or all the Firm's subcontracts or subconsulting agreements. In the event the project is terminated for convenience pursuant to this Article, the Firm shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the Firm's services under this Agreement.

XI. INSURANCE

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

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

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

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

XIV. COMPLIANCE WITH LAWS

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

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

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

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

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

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

XV. ASSIGNABILITY

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

XVI. EQUAL EMPLOYMENT

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

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

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

XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM

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

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

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

D. The Firm shall report to the City its subcontractors/subFirms/suppliers solicited or utilized as required by **Exhibit D**.

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

XVIII. CODE OF ETHICS

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

XIX. NEGATION OF AGENT OR EMPLOYEE STATUS

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

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

XX. SEVERABILITY

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

XXI. CHOICE OF LAW

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

XXII. DESIGNATION OF FORUM

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

XXIII. AUTHORIZATION

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

XXIV. ENTIRE AGREEMENT

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

XXV. INDEMNIFICATION

To the fullest extent permitted by law, Firm shall indemnify and hold harmless City from liabilities, damages, losses and costs, including reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Firm and persons employed or utilized by Firm in its performance hereunder. The Firm shall not be required to defend, indemnify or hold harmless the City for any acts, omissions, or negligence of the City, the City's employees, agents, or separate contractors.

XXVI. ESTOPPEL/WAIVER

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

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

XXVII. AUDIT REQUIREMENTS.

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

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

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

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

XXVIII. DEFAULT

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 this Agreement, failure to comply with the audit requirements as provided herein, or failure to expend Grant Funds in a timely or proper manner. A cancellation for default pursuant to this Article shall not impair or limit the City's remedy for the Firm's breach of warranty to the extent of work performed, not for errors or omissions in the professional engineering services prior to cancellation.

XXIX. BUDGET APPROPRIATIONS

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

XXX. SCRUTINIZED COMPANIES

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

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

XXXI. PUBLIC RECORDS

A. Exempt Plans. FIRM pursuant to this Agreement (and as part of the solicitation process that resulted in award of this Agreement) may hold, come into possession of, and/or generate certain building plans, blueprints, schematic drawings, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, facility, or other structure owned or operated by the City or an agency (singularly or collectively "Exempt Plans"), which pursuant to Section 119.071(3), Florida Statutes, are exempt from Section 119.07(1), Florida Statutes and Section 24(a), Art. I of the Florida State Constitution. FIRM certifies it has read and is familiar the exemptions and obligations of Section 119.071(3), Florida Statutes; further that FIRM is and shall remain in compliance with same, including without limitation maintaining the exempt status of such Exempt Plans, for so long as any Exempt Plans are held by or otherwise in its possession. This section shall survive the expiration of earlier termination of this Agreement.

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

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

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

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

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

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

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

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

XXXII. FIRM EMPLOYEES

PURSUANT TO §558.0035, FLORIDA STATUTES, CONSULTANT'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

XXXIII. DISPUTE RESOLUTION

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

XXXIV. NOTICE

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

If to City: City of Tampa
Contract Administration Department
306 E. Jackson St.
Tampa, Florida 33602
Attn: Michael W. Chucran, Director

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

If to the Firm: AECOM TECHNICAL SERVICES, INC.
7650 W. Courtney Campbell Causeway
Tampa, FL 33607
Attn: Scott Lee; Vice President, Area Manager, Water Business Line

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

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

AECOM TECHNICAL SERVICES, INC.

CITY OF TAMPA, FLORIDA

By: _____
(Signatory, President/Vice President, etc.)
Authorized Officer or Individual

By: _____
Jane Castor, Mayor (SEAL)

ATTEST:

By: _____
Shirley Foxx-Knowles, City Clerk

Approved as to Legal Sufficiency and authorized
by Resolution No. _____.

Assistant City Attorney

Introduction

The CITY of Tampa (CITY) has prepared the Design Criteria Package for RFQ: 20-C-00016 Design-Build Services related to Wastewater Pumping Station Rehabilitations. This project involves the rehabilitation of 24 wastewater pumping stations located throughout the CITY's wastewater collection system. Additional pumping stations may be added to the project depending on changes in priorities and available funding. The rehabilitation projects will be completed over multiple years with the intent that all projects be completed within 6 years. The Design-Build FIRM will be assigned rehabilitation projects based on the completion sequence; however this sequence may be modified based on changes in priorities and available funding. It is the CITY's intent that the rehabilitations included in the project be accomplished through a design-build approach and be completed through the development and execution of multiple Guaranteed Maximum Price (GMP) proposals.

Progressive Design Build Approach Implementation

AECOM (FIRM) proposes to implement the project on a progressive design-build basis. This approach involves bringing design and construction resources together in an integrated team to manage the project in a competitive manner but with a single-source responsibility and accountability. This approach is broken down into two distinct phases:

Phase 1 Services – Planning, completion of design documents, Permitting and Preparation of the guaranteed maximum price (GMP). This phase will include, but not be limited to the planning, engineering, and design phase permitting to prepare a Pump Station Assessment and Evaluation Technical Memorandum (TM) and final plans, specifications and other supporting documents to develop a GMP Proposal, and schedule for Phase 2.

Phase 2 Services– Project Execution. This phase will include, but not be limited to equipment and material procurement, construction, engineering design support during construction, construction management, start-up, and acceptance testing allowing for CITY's input at every stage.

The CITY has indicated the project is intended to be sub-divided with four potential separate Phase 1 Services and multiple Phase 2 construction GMP's. This scope of work is for Year 1, Phase 1 services. The work generated by this effort will result in the GMP for the Year 1 pumping station rehabilitation projects listed in this scope of work. Phase 2 services will be negotiated separately.

Year 1 Phase 1 – Scope of Work

FIRM will provide Phase 1 services including the preparation of an assessment and evaluation TM, permitting and final plans, specifications and other supporting documents to develop the Phase 2 Proposal, including a GMP for the construction of the Project.

The scope of work for Year 1, Phase 1 Services has been organized into 10 interrelated tasks as follows:

- Task 1- Year 1, Phase 1 Project Management (includes project schedule)
- Task 2- Pump Station Assessments
- Task 3 – Field Investigations
- Task 4 - 60 percent Design
- Task 5 - 90 percent Design
- Task 6 – Permitting
- Task 7 - Development of Year 1 Phase 2 GMP proposal
- Task 8 – Final Design
- Task 9 – Public Relations
- Task 10 – Workforce Development

A detailed description of these tasks is provided in the following subsections.

Task 1 – Project Management

Objective: The overall objective of this task is to develop and implement the tools needed to track schedule and budget progression according to the scope, including coordinated communication with CITY staff, and project controls for deliverables.

FIRM Activities: See sub tasks as outlined below:

Deliverables: See sub tasks as outlined below:

Key Understanding: FIRM project manager, Brian Stitt, and design manager David Wilcox, will be responsible to the designated CITY Engineer.

Meetings: FIRM DB Project Manager and Design Manager will attend monthly progress review meetings in person or by video conference. Others to attend as needed.

Information and Services Provided by Others: The FIRM shall evaluate information provided by and available to the CITY including but not limited to PM plan, meeting agenda and minutes, updated schedules, progress reports, and risk register updates.

Sub Task 1.1 – Schedule of Work Products

FIRM Activities: Prepare a listing and schedule of work products requiring CITY review within 30 calendar days of Phase 1 Notice to Proceed.

Deliverables: Word or Excel versions of draft Schedule of Work Products for review and comment by CITY staff, and an updated Schedule of Work.

Sub Task 1.2 – Project Management Plan

FIRM Activities: Prepare a detailed Project Management Plan within 30 calendar days of Phase 1 Notice to Proceed. At a minimum, this document shall contain the Phase 1 Scope of Services, project team organization, project communications protocol, directory of addresses and telephone numbers for project team members, budget control plan, QA/QC program, critical path method (CPM) schedule for Phase 1 activities, and document control procedures.

Deliverables: Word or Excel electronic copy of the draft Project Management Plan for review and comment by CITY staff, and PDF of the final Project Management Plan.

Sub Task 1.3 – Progress Review Meetings

FIRM Activities: Schedule and conduct progress review meetings with CITY at CITY offices or by video conference calls as needed to keep CITY aware of the progress of work. Generate and distribute draft meeting minutes within five business days of each meeting for review by attendees, and final minutes that incorporate review comments. Distribute meeting agendas at least two business days prior to each meeting date.

Deliverables: Meeting agendas and draft and final meeting minutes.

Sub Task 1.4 – Schedule Updates

FIRM Activities: Update Phase 1 schedule at least monthly, comparing actual progress to the originally proposed schedule and identifying any necessary corrective measures.

Deliverables: PDF of updated schedules.

Sub Task 1.5 – Monthly Payment Requests and Progress Reports

FIRM Activities: Prepare monthly invoices in accordance with actual progress and drawdown schedule and a monthly progress report to accompany each invoice for the previous month's work. Progress reports will review major work activities and budget and schedule status by task, summarizing work hours by task and job title and person assigned for the invoice period, and document progress made during the past month, accomplishments, and a look-ahead to the next month's progress goals.

Deliverables: PDF of monthly invoices and monthly progress reports.

Sub Task 1.6 – QA/QC Program

FIRM Activities: Institute and maintain a QA/QC program for Phase 1 services. This QA/QC program will be reviewed, updated and used for subsequent Phase 1 services that may be performed through amendments to this Agreement. To ensure objectivity, senior members of the FIRM who are not directly involved in the project will perform QA/QC for each work product prior to submission to the CITY.

Deliverables: QA/QC program description to be included in the Project Management Plan. QA/QC review comments and QA/QC documentation available upon request.

Sub Task 1.7 – Coordination

FIRM Activities: Coordinate with permitting agencies and other agencies as necessary. Provide meetings minutes to CITY within five business days of each meeting.

Deliverables: Draft and final meeting minutes.

Sub Task 1.8 – Document Management System (DMS)

FIRM Activities: In addition to maintaining an internal filing system for all project-related documents, launch and maintain an internet-based electronic DMS using a SharePoint platform to provide efficient and complete uploading and retrieval of project-related documents. Pertinent documents uploaded into the DMS will include letters, memoranda, reports, meeting handouts and minutes, presentations, calculations, drawings, specifications, telephone conversation logs, invoices and other appropriate written or graphical documents related to the project. Provide links and search functions indicating where the documents are located within the DMS.

Deliverables: Internet based DMS.

Sub Task 1.9 – Risk Management

FIRM Activities: FIRM will develop and maintain a risk log. The risk log is the key document used in managing risk. The log records risks identified during proposal and work plan development; workshops, technical reviews, and monthly project meetings; and through other events that occur during the project. Initially the log will be populated with generic risks and those captured through past experience on similar projects. Each identified event is assigned a score based on one of three probability ratings and one of five impact (cost or schedule) severity ratings. This allows a semi-quantitative approach for prioritizing the various risks and to calculate and assign an allowance for the important risks.

Deliverables: Develop and maintain risk log.

Sub Task 1.10 – Decision Log

FIRM Activities: Provide an updated decision log at least monthly, to both document key decisions that have been made and outstanding decisions that have yet to be made.

Deliverables: Excel spreadsheet of updated decision log.

Task 2 – Pump Station Assessments

SubTask 2.1 – Year 1 Pump Station Assessments

Objective: The overall objective of this task is to evaluate the condition of the first-year pump stations, identify upgrades that are needed so the stations will meet current CITY pump station standards and provide a recommended design approach to meet these standards. The pump stations included in this first year are: PS No. 148 – Park East, PS No. 620 – Massaro North (#2), PS No. 158 – Idlewild, PS No. 192 – Prescott, and PS No. 183 - 109th Avenue. Two assessment reports will be prepared. The first one will include the Park East, Massaro North and Idlewild pump stations. The second assessment will include the Prescott and 109th Ave pump stations.

FIRM Activities:

- FIRM will re-visit each pump station site with representatives from the CITY.
- Based on the preliminary site visits it is anticipated that two types of pump station rehabilitations will be implemented for these stations. Group 1 will include the rehabilitation of three submersible stations re-using the existing wetwell and Group 2 will include the conversion of two wet pit/ dry pit stations to submersible pump stations.
- Perform asbestos and lead paint survey for Group 2 pumps stations only. This survey will be used to try and identify the presence of asbestos and/ or lead paint prior to construction activities.
- Assess and develop flow rates for each station to determine if existing pump capacities should be increased. The CITY has indicated that all five (5) pump stations have considerable inflow and infiltration (I&I). An analysis will be performed utilizing pump run time data and any other data the CITY can provide to determine if existing pumping rates at these stations should be increased to accommodate additional flow. Also, due to redevelopment and growth in the Prescott service area, an analysis will be performed to estimate the future increase in flow due to this growth. The proposed growth and redevelopment will be established using information provided by the CITY and existing and future land use mapping.
- For each station where pumping rates are recommended to be increased, a review of the downstream discharge gravity system will be performed to determine if there is sufficient capacity to accept the increased pumping rates. If the existing discharge point has insufficient capacity, a new discharge point will be recommended. This analysis will be limited to comparing the capacity of the gravity piping system based on pipe size and slope and comparing it to the proposed pumping rate. This analysis will not include any type of hydraulic modelling.
- Assessment and list of recommended improvements for rehabilitation at each pump station.
- Prepare two separate DRAFT Assessment (TM 2a and TM 2b), grouped in the two categories noted above.
- Present recommendations for upgrade at each pump station at workshop
- Finalize the two assessment TM's incorporating recommendations for rehabilitation of the five year 1 pumps stations.
- A summary of anticipated improvements at each station is summarized below:

Based on meetings with the CITY and a preliminary site inspection of each station, the following provides a brief description of what the assessment reports and subsequent design will cover for each station.

Group 1 Pump Stations (rehabilitation of existing submersible stations)**PS No. 148 – Park East**

- Rehabilitate existing submersible station. Wet well generally in good condition, may require minor structural rehabilitation and lining.

- Assessment of I&I to determine if pumps should be upsized.
- No odor control nor landscaping required at this site

PS No. 620 – Massaro North (#2)

- Rehabilitate existing submersible station. Wet well generally in good condition, may require minor structural rehabilitation and lining.
- Assessment of I&I to determine if pumps should be upsized.
- No odor control nor landscaping required at this site

PS No. 158 – Idlewild

- Rehabilitate existing submersible station. Wet well generally in good condition, may require minor structural rehabilitation and lining.
- Assessment of I&I to determine if pumps should be upsized.
- No odor control nor landscaping required at this site

Group 2 Pump Stations (conversion of existing wet pit/ dry pit to submersible stations)

PS No. 192 – Prescott

- Convert the existing station to a tri-plex submersible style pump station. Will include structural assessment to determine improvements and construction methods needed to convert existing structure to a submersible style station.
- Assessment of I&I to determine if pumps should be upsized.
- Due to growth and redevelopment in the service area, perform an evaluation to predict future flow rates. Determine the capacity of the downstream gravity system.
- Consider the use of variable speed pumps. Small pre-fabricated building would be required to house VFD's.
- Reuse the existing diesel emergency pump and the odor control chemical feed system. No additional odor control required.
- Include landscaping in the station design.

PS No. 183 – 109th Avenue

- Convert the existing station to a duplex submersible style pump station. Will include structural assessment to determine improvements and construction methods needed to convert existing structure to a submersible style station.
- Assessment of I&I to determine if pumps should be upsized.
- Consider the use of variable speed pumps. Small pre-fabricated building would be required to house VFD's.
- Add a diesel emergency pump.
- Reuse chemical feed odor control system. Evaluate the need for a supplemental odor control system at this station.
- Include landscaping in the station design.

Deliverables:

- Site visit notes for each pump station
- Asbestos and lead paint survey for Group 2 pump stations.

- Draft and Final TM 1 summarizing flow and pump sizing criteria for each station.
- Draft and Final Assessment and evaluation TM 2 for each category of pump station upgrade (two (2) Tech Memos).
- Preliminary construction cost estimate (AACE Class 4) for each pump station.
- Powerpoint presentation for Assessment Workshop (two (2) workshops).

Key Understanding: Development of an alternatives analysis of potential improvements that will be used to evaluate and finalize required improvements for each pumping station.

Meetings: Workshops to present findings of the Draft Assessment TM's with CITY representatives. The Project Manager, Design Manager and Design Leads will attend. Total of two (2) workshops (i.e. one of each category of improvements)

Information and Services Provided by Others:

The FIRM shall perform a cursory review of information provided and available to the CITY, however the FIRM shall rely on accuracy of this information, as follows:

- Record drawings, O&M manuals and equipment information as needed and requested for each pump station
- Current and anticipated development and wastewater flow information
- Operating records for each pump station including run times
- Access to each pump station site for assessment and follow up visits as required.
- CITY feedback on issues and problems currently being encountered at each pump station.
- Current and future capacity needs for each pump station (flow and discharge pressure)
- Timely feedback on deliverables and ultimately concurrence of recommendations provided in the flow and capacity needs and the pump station assessment TM's.

Sub Task 2.2 – New Pump Station Evaluation

Objective: The FIRM shall evaluate the feasibility of constructing a new submersible wastewater pump station in the vicinity of Willow Ave and Oregon Ave. The purpose of this pump station will be to eliminate locally collected wastewater from being discharged by gravity to a 60-inch diameter wastewater interceptor main.

FIRM Activities: The work performed under this task will result in a feasibility report that will include: potential locations for the new pump station, conFIRMation of the required FIRM pumping capacity, proposed force main alignment and discharge location, conceptual design of the proposed pump station including piping modifications to the existing gravity collection system, and a preliminary construction cost estimate for the improvements. A draft Technical Memorandum will be prepared and submitted to the CITY for review and comment. After receipt of CITY comments, the TM will be finalized. At the CITY's option, construction of this new pump station may be added into the Phase 2 agreement via contract amendment.

Deliverables:

- Draft and Final TM3 describing the new pump station evaluation.

- Preliminary construction cost estimate (AACE Class 4) for the pump station.

Key Understanding: This is a preliminary engineering evaluation to determine the potential location, configuration, space requirement and preliminary cost of a new pump station in the vicinity of Willow Ave and Oregon Ave.

Meetings: one workshop/ meeting to present findings of TM3, to be conducted at same time as meeting to present findings of TM1 and TM2a.

Information Provided by Others:

The FIRM shall perform a cursory review of information provided and available to the CITY, however the FIRM shall rely on accuracy of this information, as follows:

- Limits of service area to be served by the new pump station
- Location of any CITY owned property in the vicinity of the project
- Preferred force main discharge location
- Redevelopment of any areas within the service area
- Flow data for service area

Task 3 – Field Investigations

Sub Task 3.1 – Surveying and Utility Location

Objective: Collect surveying and utility location information to supplement existing available information and fill information gaps to assist on development of alternative analyses, detail design activities, and construction cost estimates.

FIRM Activities: Perform surveying activities to determine overall topography and structure elevations.

FIRM will review the CITY's legal descriptions and mapping of each pump station site, establish vertical and horizontal controls, Coordinate System, and conduct field surveying as necessary to prepare Phase 1 work products.

The horizontal and vertical coordinate system and data will be based on the North American Datum of 1983 (NAD83). The vertical datum will be based on the North American Vertical Datum of 1988 (NAVD).

We will conduct potholing in attempts to locate buried infrastructure, verify as-built locations, and determine utility locations throughout the project site. We have allowed for two days of utility locate activities at each site.

Deliverables: None. All information collected in this task will be incorporated into the assessment TM and subsequent design deliverables.

Key Understanding: The exact extent and scope of the surveying and utility locates is not fully determined yet and will depend on the selected options and existing information. All work is to be completed within areas of existing easements and no new easements are required.

Meetings: A representative from FIRM will supervise the survey and potholing subcontractors, which will mobilize the necessary staff and equipment to conduct their work.

Information and Services Provided by Others: The FIRM shall perform a cursory review of information provided and available to the CITY, however the FIRM shall rely on accuracy of this information, as follows:

- past survey data,
- location of historical benchmarks,
- right of ways,
- existing easements

Sub Task 3.2 – Subsurface Investigations:

Objective: Collect subsurface information to determine soil and groundwater conditions as well as corrosivity potential to assist on the development of alternative analyses, detail design activities, and construction cost estimates. These investigations will begin once the locations of new structures have been established.

FIRM Activities: The FIRM team will conduct subsurface investigations only on pump station sites where new structures and/or wetwells are anticipated. This task includes the field explorations detailed in Table 2.

Table 2- Proposed Field Explorations

<i>Area</i>	<i>Field Exploration</i>
PS No. 183 – 109 th Ave	One (1) 50ft boring adjacent to pump station. One (1) 25ft boring at proposed location of electrical building. One (1) 25 ft boring at proposed location of tank pads
PS No. 192 - Prescott	One (1) 50ft boring adjacent to pump station. One (1) 25ft boring at proposed location of electrical building. One (1) 25 ft boring at proposed location of tank pads

The above specified field exploration is included to characterize the sub soil conditions below and in the vicinity of the existing and proposed structures. This information will be used to recommend foundation systems for new structures and to evaluate load bearing capacities and settlement of existing structures subject to additional load.

Deliverables: None initially. (A Geotechnical Report will be included with subsequent design submittals).

Key Understanding: The location of the field investigations will be further refined based on revisions to the proposed site plan and associated facilities. The subsurface program will begin once the assessment reports are complete and the project team is sufficiently confident that the location of all new structures has been determined.

Meetings/Travel: A representative from FIRM will mobilize the necessary staff and equipment to conduct the work.

Information and Services Provided by Others: The FIRM shall perform a cursory review of information provided and available to the CITY, however the FIRM shall rely on accuracy of this information, as follows: past geotechnical data, including subsurface investigations and analyses conducted prior to the beginning of the field investigations.

Task 4 – 60 Percent Design Package

Objective: Preparation of 60 percent discipline design and updated cost estimate (AACE Class 3).

FIRM Activities: Develop a discipline design package including key specifications and drawings for CITY review. Drawings will be prepared in 2D. A preliminary list of the anticipated drawings for each pump station is as follows:

- Drawing index(ices)
- Design Criteria
- Standard details for each discipline
- Civil site layouts and grading, paving, and outside piping plans and sections
- Landscape architecture plans (if needed)
- Architectural plans, sections and elevations (if needed)
- Structural plans and sections
- Process schematics and general arrangement plans and sections
- Electrical single-line diagrams
- Electrical site plans and power plans
- SCADA system architecture, P&IDs and block diagrams
- Security/surveillance system architecture (if needed)

Provide updated cost estimate (AACE Class 3) based on results of 60 percent design package.

Deliverables: PDF of 60 percent Design Package, Updated Cost Estimate (AACE Class 3).

Key Understanding: The main purpose of the 60 percent design package is to finalize the scope of work and develop the design sufficiently so that the 60 percent cost estimate can be prepared. FIRM will perform constructability reviews in conjunction with regular QAQC reviews prior to submittal of this deliverable to the CITY.

Meetings/Travel: Workshops with CITY to present the 60 percent design package. To accommodate work scheduling a separate workshop is anticipated for Category 1 and Category 2 pump stations. Project Manager, Design Manager and discipline design leads will attend.

Information and Services Provided by Others: The FIRM shall evaluate information provided and available to the CITY including but not limited to review comments.

Task 5 – 90 Percent Design Package

Objective: Preparation of 90 percent discipline design and updated cost estimate (AACE Class 2).

FIRM Activities: Continue development of discipline design package including key specification and drawings for CITY review. Drawings will be prepared in 2D. A preliminary list of the anticipated drawings for each pump station is as follows:

- Drawing index(ices)
- Design Criteria
- Standard details for each discipline
- Civil site layouts and grading, paving, and outside piping plans and sections
- Landscape architectural plans (if needed)
- Architectural plans, sections and elevations (if needed)
- Structural plans and sections
- Process schematics and general arrangement plans and sections
- Electrical single-line diagrams
- Electrical site plans and power plans
- SCADA system architecture, P&IDs and block diagrams
- Security/surveillance system architecture (if needed)

Provide updated cost estimate (AACE Class 2) based on results of 90 percent design package.

FIRM shall use 90% plans to identify minority and small business subcontracting opportunities and will develop scope and cost estimates for these opportunities. The FIRM with assistance from the CITY, will prepare a project task worksheet (PTW) for the GMP and will meet with the Equal Business Opportunity - Minority and Small Business Development Office (MBDO) to establish the minority and small business goals for the GMP. The FIRM will be responsible for complying with the requirements of the CITY's Minority and Small Business program.

Deliverables: PDF of 90 percent Design Package, Updated Cost Estimate (AACE Class 2), completed Project Task Worksheet (PTW).

Key Understanding: The main purpose of the 90 percent design package is to finalize the scope of work and develop the design sufficiently so that the 90 percent cost estimate can be prepared. SBE/WBE goals will be established based on this 90 percent cost estimate, prior to preparation of the Draft GMP Proposal. The final scope of work and 90 percent design packages will set the stage for final design packages and development of the Design-Build Price. FIRM will perform constructability reviews in conjunction with regular QAQC reviews prior to submittal of this deliverable to the CITY.

Meetings/Travel: Workshop with CITY to present the 90 percent design package. To accommodate work scheduling a separate workshop is anticipated for Category 1 and Category 2 pump stations. Project Manager, Design Manager and discipline design leads will attend. Meeting with CITY to review and finalize SBE/WBE goals for Phase 2.

Information and Services Provided by Others: The FIRM shall evaluate information provided and available to the CITY including but not limited to review comments.

Task 6 – Permitting

Objective: Prepare and submit early permits necessary for the proposed improvements. Develop a plan to be implemented in Phase 2 to timely obtain all permits necessary to build the proposed improvements at each respective pump station.

FIRM Activities: Coordinate with the CITY to contact the appropriate regulatory agencies, resolve permitting issues identified in Phase 1, and prepare a schedule and action plan for obtaining permits that are required to construct and operate the pump stations. During this Phase 1 work it is anticipated the following permits will be required:

- Preparation of a Florida Department of Environmental Protection (FDEP) Application for Constructing a Domestic Wastewater Collection/ Transmission System
- Application for Building Permits using 90 percent design documents

Deliverables: PDF of draft schedule and action plan for review and comment by CITY staff, and PDF of final schedule and action plan.

Key Understanding: FIRM will provide preliminary preparation of the permit applications and facilitation of regulatory agency approval of all permits previously listed.

Meetings/Travel: FIRM permitting lead to attend up to 4 meetings and conference calls as needed.

Information and Services Provided by Others: The FIRM shall evaluate information provided and available to the CITY including but not limited to sign permit applications, furnish all City of Tampa building permit application fees, and attend permitting coordination and review meetings with regulatory agencies as necessary and all relevant existing permits. FIRM has included an allowance of \$25,000 for Hillsborough County building permit and FDEP permit fees.

Task 7 – Phase 2 GMP Proposal

Objective: Complete a GMP proposal based on a combination of competitive bidding and self-performing construction work by Team members.

FIRM Activities: Using the Phase 1 work products, the FIRM will obtain pricing for equipment and materials and solicit bids for construction of specific elements of the proposed project. The FIRM will then prepare and submit a detailed Phase 2 GMP proposal for CITY review. The Phase 2 Proposal will detail all the necessary services for final design, permitting, equipment and materials procurement, physical construction of the Project, engineering design support during construction, construction management, start-up, commissioning and acceptance testing and any additional contracted services for the duration of the Project. It shall contain a detailed construction schedule, Substantial and Final Completion dates, and the CITY-approved Startup, Commissioning and Acceptance Testing Plan. CITY will advise FIRM in advance whether the Phase 2 Proposal should include an allowance for spare parts, equipment or other specific project elements.

Proposal based on the bidding and pricing results

Phase 1 services will conclude upon the Design Builders meeting with the CITY to discuss the Phase 2 Proposal, making agreed upon revisions to the Phase 2 Proposal, and submitting the final Phase 2 GMP Proposal after the review meeting with the CITY. The final Phase 2 Proposal shall specify the design-

CITY of Tampa
Wastewater Pumping Station Rehabilitations Design-Build
Year 1, Phase 1 Scope of Work

build price and contract time for Phase 2 based on the bidding and pricing results and the Design Builders fees for equipment and materials procurement, physical construction of the Facilities, engineering design support during construction, construction management, start-up, commissioning and acceptance testing and any additional contracted services for the duration of the project.

SBE/WBE goals will be established based on the previously prepared 90 percent cost estimate. Following the establishment of SBE/WBE goals bids will be collected from pre-qualified subcontractors and suppliers for specific preliminary design work packages included in the 90 percent design documents (i.e. those components that are not to be self-performed by Team members). After completion of bidding and pricing efforts, the DRAFT Phase 2 GMP Proposal will be prepared. The GMP Proposal will generally include the following elements:

- Cost Estimate Summary
- Cost Estimate Backup
- Basis of Estimate
- Scope of Work
- Completed DMI forms for subcontracted work
- Project Schedule
- Appendices including subcontractor and vendor quotes, drawings and specifications

Deliverables: PDF of the DRAFT and FINAL Phase 2 GMP proposal. It is anticipated that two separate GMP proposals will be prepared, one for Category 1 and one for Category 2 pump stations.

Key Understanding: The FIRM team will provide GMP for the project using an open book bidding process. Certain portions of the work such as installation of process equipment and process piping, and site civil work will be self-performed by the FIRM. The GMP will be valid for 90 days from submittal. Our team member, Granger Construction will subcontract directly with construction subtrades.

Meetings/Travel: Workshop to review the GMP Proposal. It is anticipated that two separate GMP workshops will be conducted for Category 1 and Category 2 pumps stations.

Information and Services Provided by Others: The FIRM shall evaluate information provided and available to the CITY including but not limited to review input of construction schedule and NTP dates.

Task 8 – Final Design

Objective: Preparation of final design package.

FIRM Activities: Finalize the design package by incorporating building permit review comments. Drawings will be prepared in 2D.

Deliverables: PDF of 100 percent Design Package.

Key Understanding: The main purpose of the 100 percent design package is to incorporate building department review comments and issue for construction.

Meetings/Travel: None

Information and Services Provided by Others: None

Task 9 – Public Relations

Scope to be developed and completed as necessary. An allowance of \$20,000 included for this work.

CITY

Task 10 – Workforce Development

- Scope to be developed and completed as necessary. An allowance of \$5,000 included for this work.

Milestone Schedule provided below.

Fee and Milestone Schedule

	Duration From NTP (Calendar Days)
Preliminary Design	
Submit Draft Technical Memorandum No. 01	31
Submit Draft Technical Memorandum No. 02a	70
Submit Draft Technical Memorandum No. 02b	101
Submit Draft Technical Memorandum No. 03	39
60% Design	
Submit Group 1 Pumps Stations Design	113
Submit Group 2 Pumps Stations Design	155
90% Design	
Submit Group 1 Pumps Stations Design	149
Submit Group 2 Pumps Stations Design	205
GMP Proposal	
Submit Group 1 Pump Stations GMP	207
Submit Group 2 Pump Stations GMP	277
Final Design	
Issue Group 1 Pump Station Drawings for Construction	221
Issue Group 2 Pump Station Drawings for Construction	291

Exhibit B
Year 1 Phase 1 Design Build Services
20-C-00016 Wastewater Pumping Station Rehabilitations Design Build

Fee and Milestone Schedule

	Fee
Site Investigations	\$79,097
Project Management/ Administration	\$233,116
Design (Plans & Specs)	\$623,618
PreConstruction Services	\$198,508
Subtotal	\$1,134,339
Allowance for Public Relations	\$20,000
Allowance for Community Outreach	\$5,000
Allowance for FDEP and Hillsborough County Building Permit	\$25,000
Total	\$1,184,339

For performing the services identified within Exhibit A, a Lump Sum with an Allowance for Additional Services with a total compensation not to exceed \$1,184,339, the actual total amount of which will be equal to the lump sum of \$1,134,339 plus those amounts, if any, not to exceed \$50,000 properly charged against the Allowance for Additional Services, has been established for the work described. Invoices will be submitted monthly, based on progress within the tasks described in Exhibit A - Scope of Services.

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 and endorsements which Firm's insurance obligations hereunder may apply or possibly help mitigate) may be treated as a material breach of the Agreement. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without any obligation or waiver of its rights) may (i) terminate the Agreement or (ii) purchase such coverages as City deems necessary to protect itself (charging Firm for same) and at City's option suspending Firm's performance until such coverage is in place. If Firm does not reimburse City for such costs within 10 days after demand, in addition to any other rights, City shall also have the right to offset such costs from amounts due Firm under any agreement with the City. All provisions intended to survive or to be performed subsequent to the expiration or termination of the Agreement shall survive, including without limitation Firm's obligation to maintain or renew coverage, provide evidence of coverage upon City's request and/or in response to a potential claim, litigation, etc.

The City reserves the right from time to time to modify or waive any or all of these insurance requirements (or to reject policies) based on the specific nature of goods/services to be provided, nature of the risk, prior experience, insurer, coverage, financial condition, failure to operate legally, or other special circumstances. No representation is made that the minimum insurance requirements are sufficient to cover Firm's interests, liabilities, or obligations. Required insurance shall not limit Firm's liability.

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

MINIMUM SCOPE AND LIMIT OF INSURANCE ¹

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

B. Automobile Liability (AL) Insurance in accordance with Florida law, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. AL insurance shall be: (a) \$500,000 combined single limit each occurrence bodily injury and property damage for Agreements valued at \$100,000 or less or (b) \$1M combined single limit each accident bodily injury and property damage for Agreements valued over \$100,000. If transportation of hazardous material involved, the MCS-90 endorsement (or equivalent). (ALWAYS APPLICABLE)

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

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

E. Builder's Risk Insurance for property loss exposure associated with construction/renovation/additions to buildings or structures, including materials or fixtures to be incorporated. Must be "All Risk" form with limits of no less than the project's completed value under construction and not accepted by the City, cover Firm (together with its contractors, subcontractors of every tier, and suppliers), and name City as a Loss Payee. Firm to provide an increasing limit of coverage to

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

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

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

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

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

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

K. Drone/UAV Liability Insurance where Agreements involves unmanned aerial vehicles/drones. Coverage to include products and completed operations, property damage, bodily injury with limits \$1M per occurrence, and \$2M aggregate; may be provided by CGL endorsement subject to City's prior written approval. (IF APPLICABLE)

L. Longshore & Harbor Workers' Compensation Act/Jones Act for work being conducted near, above, or on "navigable waters" for the above Employer's Liability Insurance limit. (IF APPLICABLE)

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

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

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

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

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

ADDITIONAL REQUIREMENTS

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

ADDITIONAL INSURED - City, its elected officials, departments, officers, officials, employees, and volunteers together with, as applicable, any associated lender of the City shall be covered as additional insureds on all liability coverage (i.e., CGL, AL, Excess/Umbrella, and Contractor's Pollution Liability, but not including Professional Liability) as to liability arising out of work or operations performed by or on behalf of Firm including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Firm. Coverage can be provided in the form of an endorsement to Firm's insurance (at least as broad as combined ISO Forms CG 20 10 and CG 20 37).

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

Contract Administration Department, 306 E Jackson St, Tampa, FL 33602 Purchasing Department, 306 E Jackson Street, Tampa, FL 33602

Other: _____

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

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

DEDUCTIBLES/ SELF-INSURED RETENTIONS (SIR) - must be disclosed to City and, if over \$500,000, approved by the City in advance and in writing, including at City's option being guaranteed, reduced, or eliminated (additionally if a SIR provides a financial guarantee guaranteeing payment of losses and related investigations, claim administration, and defense expenses). Firm shall be fully responsible for any deductible or SIR (without limiting the foregoing a policy with a SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the City or named insured).

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

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

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

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

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

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



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.: 20-C-00016 Contract Name: Wastewater Pumping Station Rehabilitations Design-Build

Company Name: AECOM Technical Services, Inc. Address: 7650 W. Courtney Campbell Cswy, Tampa, FL 33607
Federal ID: 95-2661922 Phone: (813) 286-1711 Fax: (813) 287-8591 Email: scott.lee@aecom.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

Table with 6 columns: Federal ID, Company Name Address Phone, Fax, Email, Type of Ownership, Trade or Services, NIGP Code, Contact Method, Quote or Response Received. Rows include Electrical Design Associates, Northwest Surveying, Tierra, Inc., The Valerin Group, CPM North America, Granger Maintenance & Construction, and OMNI Communications LLC.

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: C. Scott Lee Name/Title: Authorized Signatory Date: 11/19/2020

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Table with 6 columns: Federal ID, Company Name/Address/Phone/Fax/Email, Type of Ownership, Trade or Services/NIGP Code, Contact Method, Quote or Response Received. Row 1: W, 59-2314222, OHC Environmental Engineering, Inc., BM, 925, E, Y. Subsequent rows contain a large watermark: 'Failure to Complete, Sign and Submit this form with your Bid or Proposal Shall render the Bid Non-Responsive (Do Not Modify This Form)'.

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.

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

Contract No.: 20-C-00016 Contract Name: Wastewater Pumping Station Rehabilitations Design-Build

Company Name: AECOM Technical Services, Inc. Address: 7650 W. Courtney Campbell Cswy, Tampa, FL 33607
Federal ID: 95-2661922 Phone: (813) 286-1711 Fax: (813) 287-8591 Email: scott.lee@aecom.com

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

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

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

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

[] No Firms are listed to be utilized because:

NIGP Code General Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77
Enter "S" for firms Certified as Small Local Business Enterprises, "W" for firms Certified as Women/Minority Business Enterprise, "O" for Other Non-Certified

Table with 6 columns: Federal ID, Company Name Address Phone, Fax, Email, Type of Ownership, Trade, Services, or Materials, NIGP Code Listed above, \$ Amount of Quote, Letter of Intent (LOI) if available, Percent of Scope or Contract %

Total ALL Subcontract / Supplier Utilization \$258,415

Total SLBE Utilization \$45,275

Total WMBE Utilization \$225,415

Percent SLBE Utilization of Total Bid/Proposal Amt. 3.8% Percent WMBE Utilization of Total Bid/Proposal Amt. 19.0%

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this Contract.

C. Scott Lee, PE

Signed: C. Scott Lee

Name/Title: Authorized Signatory

Date: 11/19/2020

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**Page 3 of 4 – DMI Solicited/Utilized Schedules
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Enter "S" for firms Certified as Small Local Business Enterprises, "W" for firms Certified as Women/Minority Business Enterprise, "O" for Other Non-Certified

S = SLBE W=WMBE O=Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
W 02-0572109	OMNI Communications LLC 8509 Benjamin Rd, Suite E, TAMPA, FL 33634 813-852-1888 Ext102 E:ejstafford@omni-communications.com	CF	925	24,520	2.2
W 59-2314222	OHC Environmental Engineering, Inc. 101 S Hoover Bldg Suite 101 Tampa, FL 33609 T: 813.626.8156 E: ohcadmin@ohcnet.com	BM	925	2,900	0.3
	this form with your Bid or Proposal shall render the Bid Non-Responsive. (Do Not Modify This Form)				

Total ALL Subcontract / Supplier Utilization \$258,415

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