

Agmt

RESOLUTION NO. 2021 - 605

CAD/HH

A RESOLUTION APPROVING AN AGREEMENT FOR CONSULTANT SERVICES IN THE AMOUNT OF \$250,000 BETWEEN THE CITY OF TAMPA AND APPLIED SCIENCES CONSULTING, INC., IN CONNECTION WITH CONTRACT 21-D-00007; CLIMATE ACTION AND EQUITY PLAN; AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE

WHEREAS, via the competitive selection process in accordance with Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act and consistent with Federal procurement policies, as applicable, the City of Tampa ("City") selected Applied Sciences Consulting, Inc., ("Consultant") to provide professional services in connection with Contract 21-D-00007; Climate Action and Equity Plan, ("Project") as detailed in the Agreement for Consultant Services ("Agreement"); and

WHEREAS, the City desires to enter into an agreement with the Consultant to provide certain professional services; and

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

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

Section 1. That the Agreement between the City of Tampa and Applied Sciences Consulting, Inc., in connection with Contract 21-D-00007; Climate Action and Equity Plan, as detailed in said Agreement, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in substantially similar form.

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

Section 3. This will provide \$250,000 for consulting services for use by the Sustainability and Resiliency Officer from the General Fund.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON AUG 05 2021

ATTEST:



~~CITY CLERK/DEPUTY CITY CLERK~~



CHAIRMAN/CHAIRMAN PRO-TEM CITY COUNCIL

PREPARED AND APPROVED AS TO
LEGAL SUFFICIENCY BY:

E/S
Marcella T. Hamilton
ASSISTANT CITY ATTORNEY

PW21-69476

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT (“Agreement”) made and entered into at Tampa, Florida, as of the ____ day of _____, 2021, which is the date Resolution No. ____ was adopted authorizing execution of this Agreement, by and between the CITY OF TAMPA, a municipal corporation of the State of Florida, (“CITY”), the address of which is 315 East Kennedy Boulevard, Tampa, Florida 33602, and Applied Sciences Consulting, Inc., a Florida Corporation authorized to do business in the State of Florida, (“FIRM”), the address of which is 1000 N. Ashley Drive, Suite 500, Tampa, Florida 33602.

WITNESSETH:

WHEREAS, the CITY desires to engage the FIRM to perform certain professional services pertinent to such work which shall be referred to as Contract 21-D-00007; Climate Action and Equity Plan (“PROJECT”) in accordance with this Agreement; and

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

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

I. GENERAL SCOPE OF THIS AGREEMENT

A. The relationship of the FIRM to the CITY will be that of an independent professional consultant for the PROJECT; and the FIRM shall provide the professional and technical services required under this Agreement in accordance with the care and skill used by members of FIRM’S profession practicing under similar circumstances at the same time and in the same locality.

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

II. DATA AND SERVICES TO BE PROVIDED BY THE CITY

The CITY shall provide available plans and specifications of existing construction, if any, applicable to the Project.

III. PERIOD OF SERVICE

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

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

IV. GENERAL CONSIDERATIONS

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

B. The CITY acknowledges that the materials cited in Paragraph IV. A. above, which are provided by the FIRM, are not intended for use in connection with any project or purpose other than the project and purpose for which such materials were prepared without prior written consent and adaptation by the FIRM shall be at the CITY’s sole risk,

and the FIRM shall have no responsibility or liability therefor.

C. Any use by the CITY of such materials in connection with a project or purpose other than that for which such materials are 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 services performed with this Agreement a lump sum (by task) of \$250,000 to be billed in accordance with **Exhibit B**.

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

VIII. PERSONNEL

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

In the event the PROJECT is suspended, cancelled or abandoned, 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 hereof, FIRM shall immediately cease work hereunder and shall be compensated for its services rendered up to the time of such cancellation or termination on a quantum meruit basis; and the CITY shall have no further financial obligation to FIRM.

In the event the PROJECT is suspended, cancelled or abandoned, 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.

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 aggressively, adequately, timely and appropriately perform the services required by this Agreement to the satisfaction of the CITY, or other similar cause, the City may terminate this Agreement for cause.

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

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

XI. INSURANCE

The FIRM, at its own cost and expense, shall effect and maintain at all times during the life of this Agreement insurance, in accordance with that indicated in **Exhibit 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 pursuant to Article X 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 disqualified from participating in the proposed Project.

XIV. COMPLIANCE WITH LAWS

A. The FIRM shall comply with the applicable requirements of State laws and all Codes and Ordinances of the City of Tampa as amended from time to time, together with keeping and maintaining in full force and effect during the term of this Agreement all licenses and certificates of authorization required pursuant to applicable law, including without limitation those required by Chapters 471, 481, and 489, Florida Statutes.

B. If the PROJECT involves E.P.A. Grant eligible work, the CITY and the 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 under said Agreement.

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. 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.

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

XV. ASSIGNABILITY

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

XVI. EQUAL EMPLOYMENT

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

A. Not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, handicap, or national origin. 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. 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. FIRM shall demonstrate good faith effort toward the utilization of City certified Women/ Minority Business Enterprise (W/MBE) and Small Local Business Enterprise (SLBE) subconsultants or suppliers.

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

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

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

XVIII. CITY CODE OF ETHICS

In connection with this Agreement, the FIRM hereby covenants and agrees that it shall comply with all applicable governmental laws, statutes, rules and regulations including, without limitation, the City of Tampa's Code of Ethics. Pursuant to Section 2-522 of the City of Tampa Code, the 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 consultant 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 party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement may bring the legal action or proceeding in the United States District Court for the Middle District of Florida, Tampa Division or in any court of the State of Florida sitting in Tampa.

XXIII. AUTHORIZATION

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

XIV. ENTIRE AGREEMENT

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

XXV. INDEMNIFICATION

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

XXVI. ESTOPPEL/WAIVER

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

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

XXVII. AUDIT REQUIREMENTS.

In the event, that during the period of this Agreement, the Firm expends more than \$750,000 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 non-state entity shall comply with all applicable requirements of section 215.97, F.S., and Audit Requirements. A State single audit is required if a nonstate entity expends \$750,000 or more of State financial assistance in any fiscal year of such non-state entity in accordance with the requirements of the Florida Single Audit Act.

XXVIII. DEFAULT

In accordance with 24 CFR 85.43, a default shall consist of any use of Grant Funds for a purpose other than as authorized by this Agreement, noncompliance with any provision in all Articles herein, any material breach of the Agreement, failure to comply with the audit requirements as provided herein, or failure to expend Grant Funds in a timely or proper manner. A cancellation for default pursuant to this Article shall not impair or limit the City's remedy for the Firm's breach of warranty to the extent of work performed, not for errors or omissions in the professional engineering services prior to cancellation.

XXIX. BUDGET APPROPRIATIONS

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

XXX. SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, prohibits agencies or local governmental entities from contracting with companies for (i) goods or services of any amount on either the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel and (ii) goods or services of \$1,000,000 or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria. A company that is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or is engaged in business operations in Cuba or Syria is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of any amount. A company that is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1,000,000 or more. FIRM certifies that it is not in violation of Section 287.135, Florida Statutes. If the City determines the FIRM submitted a false certification, or has been placed on the Scrutinized Companies Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or been engaged in business operations in Cuba or Syria, the City shall have the option to terminate this Agreement or maintain it subject to the conditions of Section 287.135 of the Florida Statutes.

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.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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.

FIRM:

Applied Sciences Consulting, Inc.

By: _____

Print Name: _____

Title: Pres Exec/Sr Vice Pres CEO Gen Partner

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

Other (must attach proof of authority): _____

License no: _____

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

[SEAL]

ATTEST:

CITY:

City of Tampa, Florida

By: _____
City Clerk/Deputy City Clerk

[SEAL]

By: _____
Jane Castor, Mayor

APPROVED AS TO FORM:

Marcella T. Hamilton, Assistant City Attorney

EXHIBIT A
CLIMATE ACTION & EQUITY PLAN
RFQ 21-D-00007
SCOPE OF SERVICES

I. BACKGROUND

The City of Tampa (City) requires the services of Applied Sciences Consulting, Inc. (Firm) to provide professional engineering services to develop an innovative Climate Action & Equity Plan. Services are related to energy efficiency, carbon reduction, climate vulnerabilities, green jobs, renewable energy opportunities, community engagement, and caring for vulnerable populations disproportionately impacted by climate change to Transform Tampa’s Tomorrow.

In 2017, the City of Tampa joined the Mayors National Climate Action Agenda's effort to "adopt, honor and uphold the commitments to the goals enshrined in the Paris Agreement." It is the intent of the City of Tampa for the Climate Action & Equity Plan to stand out among climate plans developed by other cities, in part to “catch up” to similarly sized and situated cities climate plans, while also taking advantage of lessons learned in those cities. Tampa also has the unique advantage and challenge - in this time of great social and racial reckoning – to put equity front and center.

II. SERVICES

This project will be managed through a series of subsequently issued task orders (“Task Order”).

The Firm will perform a variety of services that may include, but not limited to, the following:

A. Community Engagement

Firm to develop and conduct community outreach and civic engagement with residents, neighborhood associations, advocacy groups, business and property owners, and Community Redevelopment Area representatives including but not limited to: facilitation of visioning workshops, informational meetings, charrettes, and use of remote or technology-enabled engagement such as web and social media. This effort may include partnering with other civic and third-party organizations, such as the CLEO Institute, for a more robust effective community outreach and engagement.

Develop a robust multi-lingual outreach and communications plan, with hyper focus on frontline communities. Incorporate findings of any third-party frontline community organizations.

B. Climate Vulnerability & Impact Assessment

Firm to assemble reports and localized data related to climate vulnerabilities and impacts; when possible, the analysis should be specifically scaled to the City limits. Impacts should include, but not be limited to: sea level rise, storm surge, wind, urban heat island/prolonged heat advisory, extreme precipitation, drought/water availability, air quality, and changes in tree canopy/species migration.

This will also include meeting with the various City Departments and collecting existing data as well as the opinions, understandings, and challenges of the various City Departments in adapting and/or mitigating for climate vulnerabilities and potential impacts.

Firm will synthesize reports and data; include a ranking of events using an appropriate measure such as high probability vs. low impact/ low probability vs. high impact.

Firm will analyze how each threat impacts different geographic regions of the City, including a focus on demographics, housing types, income levels, health & safety, cultural and historical factors, and ecological risk.

Firm will review the Priority Redevelopment Areas found in the Hillsborough Countywide Post-Disaster Priority Redevelopment Plan areas should be analyzed for potential climate gentrification impacts.

Firm will effectively demonstrate through a series of stories, pictures, historical and real time data the impacts that climate change is already having on the City.

C. Critical Infrastructure Review

Firm will identify critical infrastructure that is vulnerable to climate change impacts within the City limits and ensure consistency with National Threat and Hazard Identification and Risk Assessment (National THIRA).

Firm will develop risk ratings for the facilities or systems.

Firm will recommend steps to reduce risk, including whether additional studies should be undertaken and if grants or capital funding can/should be used for risk mitigation. Priority for analysis should be given to assets owned or operated by the City.

D. Mitigation and Adaptation Recommendations

Firm will develop a plan for community wide transition to 100% Renewable Energy.

Incorporate findings from the USF City of Tampa Greenhouse Gas Emissions study.

Recommend policies that can facilitate the transition of community-wide transition to 100% renewable energy, including power sources, electric vehicles, and transportation.

Analyze how the transition can be undertaken in an equitable manner.

Firm to develop a set of recommendations for mitigation and adaptation to climate change impacts. Each recommendation should have a time scale (short, medium, long), approximate cost, and value. Sectors should include:

1. Housing and Buildings

Work with the City's Development & Growth Management Department to review current building codes, ordinances, or policies related to resilient and sustainable construction and the City of Tampa "Green Fast Track" program. Recommend best practices to encourage green building and provide specific code language to be updated.

2. Land Use Policies

Work with the City's Development & Growth Management Department to incorporate any existing, projected/planned, or ongoing studies, particularly related to sea level rise and the Coastal High Hazard Area and analyze potential gaps.

3. Water Security

Review potential impacts of drought, changes in the water supply cycle, and impacts to current and future water supply sources.

4. Transportation

Analyze low carbon transportation methods and analyze efforts to increase reliability, efficiency, and accessibility of low carbon transportation infrastructure.

5. Open space

Identify green space/tree canopy expansion opportunities and benefits as a strategy to capture and store carbon emissions.

6. Green infrastructure and stormwater management

Recommend ways to use the Progressive Infrastructure Plan to Ensure Sustainability (PIPES) program and funds to address climate ready water and wastewater management.

7. Energy

Integrate energy efficiency and policy incentives for higher efficiency targets and incorporating renewable energy potential for housing units that are associated with the City's strategic goal to produce an additional the 10,000 housing units by 2027 to meet a diversified level of income.

Solar Energy: Perform a solar power feasibility and comparative analysis for rooftop solar on municipal owned parking lots and/or solar farm potential. Should include projected Return on Investment and up-front costs.

8. Solid Waste Management

Review available waste stream diversion rates and recommend best practices related to consumer public education strategies, with a focus on single-use plastics.

Analyze end market opportunities and possibilities and a financial feasibility and fee structure for the sustainability of the recycling programs.

Strengthen Chapter 26 of the municipal code to regulate and mandate proper recycling.

9. Social vulnerability

Evaluate vulnerable communities for chronic stresses which could include poverty, unemployment, violence, and systemic racial inequity.

10. Evacuation procedures

Explore efficient evacuation systems plans and identify a potential municipal site that could be used as an emergency public shelter.

E. City of Tampa Energy Use (Municipal)

Firm will review known energy use by the City buildings, facilities, fleets and make recommendations for city-wide energy audit.

Develop a list of efficiency upgrades, approximate costs, and a ranking system of priority starting with the largest Return on Investments and greenhouse gas emissions saving potential in descending order.

Create an outline for the City municipal operations to transition to 100% renewable energy by 2030.

Firm will recommend approaches for the City to explore to achieve 100% renewable energy for municipal operations, including whether to self-finance solar farms, purchasing Renewable Energy Credits, or offsetting carbon emissions.

Firm will recommend strategies for energy efficiency and weatherization options for City or Tampa Housing Authority funded affordable housing.

Firm to determine if the City operations or facilities disproportionately impact certain neighborhoods (particularly in low-income census tracts, areas with ageing or vulnerable populations, or high concentrations of people of color) or and recommends ideas to address those concerns.

F. Green Workforce Development

Firm will research successful workforce development programs that support renewable energy and sustainable development practices. Provide recommendations of policies that encourage technical training, weatherization, energy efficiency, solar installation, living wages opportunities, brownfields redevelopment, and diversity and inclusion. Also, recommend how frontline communities can be a part of the climate adaptation process and take advantage of resources, jobs, and funding opportunities.

G. Funding

Firm to research and document potential funding opportunities or new methods to fund and deploy action plan elements.

H. Project Management

Firm will conduct regular meetings with the City project manager.

III. DELIVERABLES

All reports will be provided in the PDF format. A task order would include the format and number of hard copies for "Public" outreach documents and final plan.

Presentations will be in the PowerPoint format .

IV. SCHEDULE

The Firm should be prepared to commence work on each issued task order upon issuance of the authorization by the City. All services shall be completed as defined in the individual task work order, or as requested by the City Project Manager.

V. COMPENSATION

For performing the services identified within this Scope of Services, the City shall pay the Firm the upset limit amount of \$250,000 in accordance with Exhibit "B" of this contract. The required DMI forms will also be submitted with each invoice.

Prior to the commencement of work, the Firm and City Project Manager shall agree to a specific scope of work, project schedule, DMI and fee. No work shall be performed until a Task Order has been issued for the specific scope of services.

End of Scope of Services

EXHIBIT B
CLIMATE ACTION & EQUITY PLAN
RFQ 21-D-00007
FEE SCHEDULE

1. Applied Sciences Consulting, Inc. (PRIME)

Classification	Hourly Rate
Senior Principal	\$ 242
Principal Consultant	\$ 205
Supervisory Engineer	\$ 194
Sr. Professional Engineer	\$ 171
Professional Engineer	\$ 142
Engineer III	\$ 130
Engineer II	\$ 122
Engineer I	\$ 91
Sr. Design Engineer	\$ 129
Design Engineer	\$ 114
Designer II	\$ 104
Designer I	\$ 93
Senior Technician	\$ 79
Technician II	\$ 74
Technician I	\$ 66
Landscape Architect	\$ 98
Sr. Scientist Ph.D.	\$ 194
Sr. Envir. Scientist	\$ 194
Environmental Scientist III	\$ 109
Environmental Scientist II	\$ 98
Environmental Scientist I	\$ 79
Environmental Tech.	\$ 66
Construction Svcs Admin	\$ 144
Construction Svcs Eng.	\$ 137
Administrative Management	\$ 126
Administrative Staff	\$ 59
Word Processor II	\$ 59
Word Processor I	\$ 53
Clerical II	\$ 53
Clerical I	\$ 39
Expert Testimony	\$ 274

2. VHB

VHB Personnel Title	VHB Rate Code and Maximum MH Rate
Senior Principal	TP23 - \$280
Principal	TP18 - \$215
Project Manager/Supervisory Planner	TP15 - \$185
Supervisory Planner	TP23 - \$280
Supervisor Engineer	TP21 - \$245
Senior Planner	TP11 - \$150
Senior Engineer	TP15 - \$185
Supervisor Environmental Scientist	TP21 - \$245
Senior Environmental Scientist	TP17 - \$205
Environmental Scientist	TP7 - \$105
Senior Transportation Engineer	TP24 - \$300
Transportation Engineer	TP12 - \$155
Senior Landscape Architect	TP13 - \$165
Landscape Architect	TP6 - \$95
GIS Analyst	TP13 - \$165
GIS Specialist	TP6 - \$95
Planner/Technician/Designer	TP8 - \$125
Graphic Artist	TP11 - \$145
Clerical	TP6 - \$95

3. Jacobs

<u>Position</u>	<u>Rate</u>
Administrative	\$95.00
Community Outreach Specialist	\$161.00

Engineer

Engineer 1	\$110.00
Engineer 2	\$124.00
Engineer 3	\$145.00
Senior Engineer 1	\$167.00
Senior Engineer 2	\$195.00
Principal Engineer	\$310.00
Regional Technologist	\$260.00
Engineer Intern	\$95.00
Engineering Intern 1	\$106.00
Hydrogeologist	\$120.00
Senior Hydrogeologist	\$210.00

Scientist

Environmental Scientist 1	\$93.00
Environmental Scientist 2	\$126.00
Environmental Scientist 3	\$161.00
Senior Environmental Scientist	\$196.00
Principal Scientist	\$259.00

Project Manager

Project Manager 1	\$151.00
Project Manager 2	\$203.00
Project Manager 3	\$243.00

Technician/GIS

Field Technician	\$93.00
Senior CADD Technician	\$154.00
Senior GIS Analyst	\$180.00
CADD/GIS Analyst 1	\$100.00
CADD/GIS Analyst 2	\$130.00

4. USF/FCCDR

<i>Senior Principal</i>	Professor (Principal Investigator, PI or Co-PI)	\$98.26/hr
<i>Planning Technician/Designer</i>	Graduate Assistant	\$32.32/hr
<i>GIS Specialist</i>	Faculty/Research Associate	\$77.26/hr

5. REAL Building Consultants

Project Executive - \$150 / hour

Sustainability & Resiliency Planner - \$125 / hour

Energy Analysis & Modeling - \$110 / hour

Project Manager - \$95 / hour

Utility Data Analyst - \$65 / hour

6. Waggoner & Ball

Principal	\$325 /hr
Senior Architect	\$205 /hr
Senior Project Designer	\$175 /hr
Architect	\$165 /hr
Senior Designer	\$125 /hr
Designer	\$105 /hr
Accounting	\$115 /hr
Clerical	\$75 /hr

7. Valerin Group

CLASSIFICATIONS	FULLY LOADED HOURLY RATE
Graphic Designer	\$121.50
Contract/QC/Communications Manager	\$138.00
Public Involvement/Communications Specialist	\$135.00
Marketing Specialist	\$135.00
Website/Mobile App Developer	\$127.00
Videographer	\$132.50
Video Editor	\$121.50
Multimedia Specialist	\$127.00
Photographer/UAS Specialist (Drone Operator/Pilot)	\$132.50

8. Ariel Business Group

LABOR CATEGORY	HOURLY RATE (\$)
Principal	180
Project Manager	135
Project Coordinator	110
Project Analyst	95
Administrative Support	49

EXHIBIT C
INSURANCE

Exhibit D



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

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

Contract No.: 21-D-00007 Contract Name: Climate Action and Equity Plan
 Company Name: Applied Sciences Consulting, Inc. Address: 1000 N Ashley Dr., Suite 500, Tampa, FL 33602
 Federal ID: 20-3212557 Phone: 813-228-0900 Fax: 813-434-2454 Email: earaj@appliedfi.com

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

No Firms were contacted or solicited for this contract.

No Firms were contacted because: _____


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

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

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

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
0 04-293-1679	Vanasse Hangen Brustlin, Inc 501 E Kennedy Blvd., Suite 1010, Tampa, FL 33602 P: (813) 327-5448 F: (813) 209-2365	CM	925	E	Y
0 95-4081636	Jacobs Engineering, Inc. One Tampa City Center, 201 N Franklin St., Suite 1400, Tampa, FL 33602 P: (813) 382-4154 tricia.shuler@jacobs.com	CM	925	E	Y
0 59-3102112	University of South Florida, Florida Center for Community Design and Research 4202 E Fowler Ave. HMS 301, Tampa, FL 33620-8340 P: (813) 906-0554 brianraycook@usf.edu	N/A		E	Y
0 45-5000502	REAL Building Consultants 401 E Jackson St., Suite 3300 Tampa, FL 33602 P: (813) 463-3049 taylor@realbuildingconsultants.com	CM	925	E	Y
0 72-0843433	Waggoner & Ball Architecture / Environment 2200 Prytania St., New Orleans, LA 70130 P: (504) 524-5308 andy@wbae.com / info@wbae.com	CM	925	E	Y
SW 33-1142500	The Valerin Group, Inc. 3903 Northdale Blvd., Suite 100E, Tampa, FL 33624 P: (813) 751-0478 F: (813) 925-4205 valeriec@valerin-group.com	CF	912	E	Y
SW 59-3359574	Ariel Business Group, Inc. 3706 W. McKay Ave., Suite B, Tampa, FL 33609 P: (813) 207-0003 F: (813-286-7037 contactus@arielbusinessgroup.com	BM	912	E	Y

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

Signed:  Name/Title: Elie G. Araj, PE, / President Date: 3/18/2021

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



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

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

Contract No.: 21-D-00007 Contract Name: Climate Action and Equity Plan
 Company Name: Applied Sciences Consulting, Inc. Address: 1000 N Ashley Dr., Suite 500, Tampa, FL 33602
 Federal ID: 20-3212557 Phone: 813-228-0900 Fax: 813-434-2454 Email: earaj@appliedfl.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

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 %
0	Vanasse Hangen Brustlin, Inc 501 E Kennedy Blvd., Suite 1010, Tampa, FL 33602 P: (813) 327-5448 F: (813) 209-2365 nstralow@vhb.com	CM	925		12%
0	Jacobs Engineering, Inc. One Tampa City Center, 201 N Franklin St., Suite 1400, Tampa, FL 33602 P: (813) 382-4154 tricia.shuler@jacobs.com	CM	925		10%
0	University of South Florida, Florida Center for Community Design and Research 4202 E Fowler Ave. HMS 301, Tampa, FL 33620-8340 P: (813) 906-0554 brianraycook@usf.edu	N/A			10%
0	REAL Building Consultants 401 E Jackson St., Suite 3300 Tampa, FL 33602 P: (813) 463-3049 taylor@realbuildingconsultants.com	CM	925		4%
0	Waggonner & Ball Architecture / Environment 2200 Prytania St., New Orleans, LA 70130 P: (504) 524-5308 andy@wbae.com / info@wbae.com	CM	925		2%
S/W	The Valerin Group, Inc. 3903 Northdale Blvd., Suite 100E, Tampa, FL 33624 P: (813) 751-0478 F: (813) 925-4205 valeriec@valerin-group.com	CF	912		6%
S/W	Ariel Business Group, Inc. 3706 W. McKay Ave., Suite B, Tampa, FL 33609 P: (813) 207-0003 F: (813)-286-7037 contactus@arielbusinessgroup.com	BM	912		4%

Total ALL Subcontract / Supplier Utilization \$ 48%

Total SLBE Utilization \$ 62% (Including Applied Sciences as SLBE)

Total WMBE Utilization \$ 10%

Percent SLBE Utilization of Total Bid/Proposal Amt. 62% **Percent WMBE Utilization of Total Bid/Proposal Amt.** 10%

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

Signed:  Name/Title: Elie G. Araj, PE, / President Date: 3/18/2021

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