

RESOLUTION NO. 2024 - 1071

A RESOLUTION APPROVING AN AGREEMENT FOR DESIGN-BUILD INITIAL SERVICES IN THE AMOUNT OF \$7,728,537 BETWEEN THE CITY OF TAMPA AND KIMMINS CONTRACTING CORP. IN CONNECTION WITH CONTRACT 23-C-00021 SOUTH HOWARD FLOOD RELIEF & STREETScape PROJECT DESIGN-BUILD (PROJECT); AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE.

WHEREAS, via the competitive selection process in accordance with Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act ("CCNA"), as applicable, the City of Tampa ("City") solicited requests for qualifications for Contract 23-C-00021 South Howard Flood Relief & Streetscape Project Design-Build; and

WHEREAS, Kimmins Contracting Corp. ("Firm") was selected, and designated the contract number of 23-C-00021, to provide professional design-build services as detailed in the Agreement for Design-Build Initial Services ("Agreement") in the amount of \$7,728,537; and

WHEREAS, the City desires to enter into this Agreement with the Firm to provide services that include surveying, design and construction, and public relations for various non-contiguous distribution water infrastructure improvements throughout the City's water service area; and

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

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

Section 1. The Agreement between the City of Tampa and Kimmins Contracting Corp., in connection with Contract 23-C-00021 South Howard Flood Relief & Streetscape Project Design-Build, a copy of which is attached hereto and made a part hereof, is authorized and approved in its entirety or in substantially similar form.

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

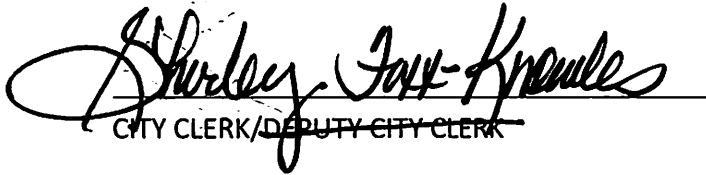
Section 3. This resolution in the amount of \$7,728,537 for the South Howard Flood Relief & Streetscape Project is for use by the Mobility Department within the Stormwater Bond Series 2021 Fund.

Section 4. The City Clerk shall file a fully executed copy of the Agreement in the official records of the City of Tampa as maintained by the Office of the City Clerk.

Section 5. Other proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Tampa, Florida, on
NOV 21 2024.

ATTEST:


CITY CLERK/~~DEPUTY CITY CLERK~~


CHAIRMAN/~~CHAIRMAN PRO-TEM CITY COUNCIL~~

PREPARED AND APPROVED AS TO LEGAL

SUFFICIENCY BY:

Justin R. Vaske e/s
Justin R. Vaske, Senior Assistant City Attorney

AGREEMENT FOR DESIGN-BUILD INITIAL SERVICES

THIS AGREEMENT, made and entered into at Tampa, Florida, this _____ day of _____, 2024, 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: Kimmins Contracting Corp., hereinafter referred to as "FIRM", with an FEIN of 16-0810270.

WITNESSETH:

WHEREAS, the CITY desires to engage the FIRM to perform certain services pertinent to such work which shall be referred to as Contract 23-C-00021 South Howard Flood Relief & Streetscape Project Design-Build ("Project") in accordance with this Agreement and limited to the elements of the Design Criteria Package ("DESIGN CRITERIA PACKAGE") attached hereto as **Exhibit A**; 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 acceptable architectural/engineering/construction practices and ethical standards.

B. Any additional services to be provided by the FIRM shall be set out in detail by subsequent Agreement and shall be limited to the elements of the DESIGN CRITERIA PACKAGE.

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 nine percent (9%) of the Cost Of Construction shall be used in the calculation of the Total Project Cost.

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

II. DATA AND SERVICES TO BE PROVIDED BY THE CITY

The CITY shall provide:

A. Available plans and specifications of existing construction.

B. Ground topography.

III. PERIOD OF SERVICE

A. The FIRM shall begin work promptly after receipt of a fully executed copy of the Agreement. All work shall be completed within 540 calendar days after issuance of the Notice to Proceed.

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 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 not to exceed \$7,728,537 in accordance with **Exhibit C**.

VI. PAYMENT

Payment shall be made in accordance with Part VII of Chapter 218, Florida Statutes, entitled Local Government Prompt Payment Act, after receipt of the FIRM's invoice (application for payment), which shall be accompanied by sufficient supporting documentation and contain sufficient detail, to constitute a "proper invoice" as defined by Fla. Stat. §218.72, and to allow a proper pre- and post-audit of expenditures, should the CIY require one to be performed, in such form and containing such further detail, backup, and other information as the CITY may from time to time require. Invoices shall be about submitted no more than once a month, shall be itemized, detailed, and accompanied by valid receipts and sent to the CITY Project Manager care of the address noted on a particular approved work order or such other address as may from time to time be communicated to FIRM in writing by the CITY Project Manager. Invoices shall be signed by an authorized employee of FIRM who has the best actual knowledge of information contained in such invoice. FIRM shall submit proper invoices for approval to the CITY Project Manager (or as otherwise designated in the applicable work order or from time to time by the Director of the CITY's Contract Administration Department). Any dispute pertaining to pay requests must be presented to the CITY pursuant to Executive Order 2003-1, as amended, or its successor order. Subcontracted Work, if any, shall be invoiced at its actual cost without markup.

Where subcontracting exists with, FIRM shall with each invoice, submit a report on Form MBD-30 DMI Sub-(Contractors/ Consultants/Suppliers) Payments of all subcontracting entity contract amounts and payments together with completed reports or forms as the CITY may from time to time require pursuant to Chapter 26.5, City of Tampa Code.

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

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 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, and 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 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 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 affect and maintain at all times during the life of this Agreement insurance, in accordance with that indicated in **Exhibit D**.

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 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. 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.

C. Workforce Development Program is not applicable.

D. Apprenticeship Program; The Firm shall comply with City of Tampa Code of Ordinances Chapter 26.5 Article IV Apprentice Requirements in City Construction Contracts and any associated reporting requirements.

XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM

A. See **Exhibit E** 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 E**.

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 a 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

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 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 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; or 3. On the Iran Terrorism Sectors List, created pursuant to s. 215.473."

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. E-VERIFY

Pursuant to §448.095, Florida Statutes, FIRM certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the US employment eligibility of all of FIRM's employees hired by the FIRM during the term of this Agreement and/or while performing work or providing services for the City of Tampa. FIRM shall require that all subcontractors performing work or providing services on behalf of FIRM for the City of Tampa also comply with the requirements of §448.095, Fla. Stat and utilize the E-Verify system to verify US employment eligibility of all employees hired by subcontractor. The FIRM shall require for the subcontractor to provide to FIRM an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. FIRM shall maintain a copy of such affidavit for the duration of the Agreement.

XXXIII. LABOR

Pursuant to Florida Statutes Section 786.06 (13) effective July 1, 2024, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term "governmental entity" has the same meaning as in s. 287.138(1).

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: KIMMINS CONTRACTING CORP.

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; 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:

Justin R. Vaske, Senior Assistant City Attorney

COERCION FOR LABOR OR SERVICES ATTESTATION

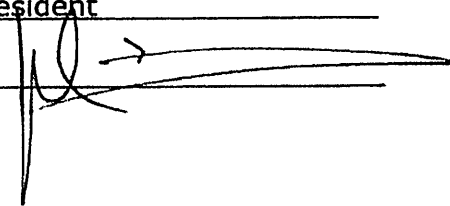
Pursuant to Section 787.06(13), F.S., this form must be completed by an officer or representative of a nongovernmental entity when a contract is executed, renewed, or extended between the nongovernmental entity and a governmental entity.

Kimmins Contracting Corp. does not use coercion for labor or services as defined in this Section 787.06, F.S.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: John Zemina

Title: Vice President

Signature: 

Date: 10/29/2024

Exhibit A



RFQ: 23-C-0021
DESIGN-BUILD SERVICES
for the
SOUTH HOWARD
FLOOD RELIEF & STREETScape PROJECT
DESIGN CRITERIA PACKAGE



PREPARED BY:
RICHARD A. HOEL, P.E., CHIEF ENGINEER
CONTRACTOR
City of Tampa Mobility Department
Stormwater Engineering Division

September 2023

Richard
A Hoel

Digitally signed by Richard A Hoel
DN: c=US, o=CITY OF TAMPA,
dnQualifier=A01410D0000018858
75074E0010B643, cn=Richard A
Hoel
Date: 2023.09.14 11:05:07 -04'00'



This item has been digitally signed and sealed by Richard Alfred Hoel, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

INTRODUCTION

The City of Tampa Stormwater Engineering Division has prepared this Design Criteria Package for RFQ: 23-C-0021: Design-Build (DB) Services for the South Howard Flood Relief and Streetscape Project. The primary intent of the project is to provide flood relief along S. Howard Ave. and in the neighborhoods within the watershed. It is also the intent of this project to comply with the Mayor's Executive Order, the City's Climate Action and Equity Plan, and the findings from the regional Climate Science Advisory Panel (CSAP) regarding Sea Level Rise.

The scope shall include, but not limited to, the following:

- Preconstruction Services:
 - Right-of-way, Topographic and Tree Survey
 - Review and update of the existing hydrologic/hydraulic analysis with survey level data for the design of the proposed stormwater system to meet a level of service that utilizes the largest box culvert size to the extent feasible within the available corridor. It is the City of Tampa's intent to utilize the box culvert sizes identified in the attached project map unless a more efficient design is conceived
 - Geotechnical investigation to assess soils for stability and identify locations of unsuitable materials
 - Subsurface Utility Engineering (SUE) for City-owned utilities. SUE for private utilities shall be performed by the utility owner. In an effort to minimize construction delays, the DB team shall verify all private and City provided SUE information during the design phase. No additional compensation will be paid during the Construction phase for these services.
 - Arborist services for assessment and disposition of all trees along the route, in or immediately adjacent to the right-of-way
 - Assessment and identification of economical Green Stormwater Infrastructure (GSI) alternatives to address water quality improvements
 - Preparation of a Preliminary Engineering Report
 - Public Outreach Services to foster high quality public relations and acceptance of the planned improvements with community stakeholders, including:
 - Listening phase to gain stakeholder input
 - Design charrette(s) to gain general community consensus with the design concepts
 - Follow-up outreach services to address stakeholder concerns including coordination of responses
 - Comprehensive Design Services to current City standards, including:
 - Primary stormwater conveyance system and secondary storm

- sewers within and directly adjacent to the route
- Design of water and wastewater systems, either planned upgrades or otherwise displaced by the storm system improvements
- Determination of extent of required demolition
- Right-of-way surface restoration improvements
- Urban design and landscape architectural services for development of the streetscape upgrade improvements to gain public acceptance
- Utility Coordination to accommodate as-needed relocation of underground utilities along the entire route and for the underground relocation of aerial utilities along Howard Avenue
 - Maintenance of Traffic (MOT) and Detour Routes Planning
- Permitting assistance including determining extent of permits required, applying for, and obtaining the necessary regulatory permits
- Contractor design review for value engineering and constructability
- Design Schedule Updates
- Construction cost estimating during development of the design
- Development of a fair and reasonable Guaranteed Maximum Price (GMP) for construction of the improvements at 60% design phase
- Construction Services:
 - Full and complete construction of the approved design extent of the project
 - Public Relation activities to maintain a positive response from community stakeholders throughout the construction phase
 - Construction Schedule Updates
 - Construction Stakeout and As-built Surveying
 - Limited Construction Engineering and Inspection Services (CEI)
 - Vibration Monitoring
 - Materials Testing
 - Construction permitting
 - Citizen Accommodations
 - Utility Coordination
 - Maintenance of Traffic
- Post-Construction Services
 - Closeout documentation
 - Record Drawing preparation

The DB project budget for this project is as follows:

• Stormwater Engineering Division	\$49,000,000.
• THEA	\$11,000,000.
• Water Department upgrades	<u>\$4,500,000.</u>
• TOTAL BUDGET:	\$64,500,000

A project schedule has been developed and is attached (see attached Project Schedule).

The City intends to contract separately with a consulting firm to provide an Owner Representative to act as an extension of the City's staff to assist the City with the general administration of this project.

1. Purpose

- 1.1 This document provides the criteria for the design and construction of a reinforced concrete box and/or pipe culvert drainage system along with the associated secondary storm sewer systems and all other infrastructure improvements identified in the scope above for the relief of flooding for an approximate 260-acre basin within and adjacent to the Upper Peninsula Watershed which includes the Parkland Estates basins where the most frequent and severe flooding occurs. The proposed system shall also be designed to accommodate additional runoff created by the expansion of an adjacent segment of the Leroy Selmon Expressway which is being planned, designed, and constructed by the Tampa Hillsborough Expressway Authority (THEA). The intent of this work is to provide the project area and directly adjacent areas with flood relief to the extent feasible within the available corridor, and to accommodate drainage from the expressway expansion.
- 1.2 The following is intended to be the minimum design-build criteria for the analysis, design, permitting, and construction of the stormwater improvements. The project also includes transportation and water system improvements.
- 1.3 This package is not a specification or prescriptive checklist and is not intended to replace the professional judgment of competent licensed professionals after coordination with City staff, end-users, and stakeholders of the City of Tampa.

2. Design Criteria

- 2.1 The project scope includes construction of a new box and/or pipe culvert system and associated secondary storm sewers, streetscape surface improvements along S. Howard Ave.,

utility upgrades and relocations, and neighborhood surface restoration. A route recommendation for the improvements was presented in an extensive alternatives analysis performed by the City and summarized in a report entitled “Upper Peninsula Stormwater Improvements – East Region, Preliminary Engineering Report” prepared by JMT, dated April 2022 (see attached report). The route recommendation presented in that report builds upon an existing box culvert segment in S. Howard Ave. beneath the CSX railroad and Selmon Expressway and a second existing box culvert segment that lies beneath the northbound lanes of Bayshore Blvd (see attached as-built drawings of the existing installations). The box culvert beneath the Selmon Expressway was confirmed via Geotechnical borings (see attached report). The final recommended route depicted on the Project Map has been further refined based on on-site reconnaissance and an arborist field review (see attached Project Map). No additional route analysis is required.

- 2.2 The design shall generally be based on the results from the updated H&H model provided in the JMT report with refinements to optimize the solution using more detailed project-specific survey data and a general confirmation and acceptance of the assumptions and modelling approach in the provided model. Value engineering should be employed to optimize the design solution considering constructability issues, culvert shapes and size options, and location and depth with respect to the design hydraulic grade line. The proposed drainage facilities shall meet the needs of the City to effectively and efficiently relieve flooding for the design storm as well as reduce flood levels for greater events up to the 100-year storm events. The analysis and design should also identify and accommodate potential locations for future extensions to address flooding in adjacent areas along the route. It is expected that the final designer and preparer of construction documents fully understand the system requirements (modeling results), permitting, site logistics (residential and business impacts) and all related requirements to design the stormwater facilities accordingly.
- 2.3 A preliminary construction staging approach should be included in the submission. Construction staging and material storage will not be allowed in the right-of-way other than within an active construction phase. No construction staging of materials and equipment shall occur outside an active construction phase unless it is within private property with use rights secured by the DB Team. The DB Team is encouraged to identify staging areas proximate to the project and present those to the City for consideration.
- 2.4 To the greatest extent practical, the DB Team shall construct the project in a manner that will minimize the disturbance and duration of access limitations to residences and businesses during construction. It is the City’s intent to build the project in phases such that one phase must be completed and opened to local traffic prior to beginning construction in the subsequent phase. Within a construction phase segment, to the extent practical, the DB

Team should endeavor to provide full-time vehicular access to each property owner needing access. When full access is not practical, the DB Team shall provide other access accommodation, as can reasonably be provided.

- 2.5 A preliminary phasing plan has been developed that generally anticipates the level of construction activities along the proposed route (see attached Preliminary Construction Phasing Plan). To accommodate drainage during construction, phasing has been arranged to begin construction at the existing outfall location at Bayshore Blvd. and proceed upstream. This preliminary plan should be considered a baseline to meet the City's intent and may be modified by the DB Team with the City's acceptance when the modification is shown to better accommodate adjacent residents and business's needs.
- 2.6 The surrounding area is highly urbanized; therefore, the construction means and methods should carefully assess the appropriate needs for traffic maintenance, access to residences and businesses, trees in or near the right-of-way, and utility service relocations and/or adjustments. The MOT plans shall be prepared by the DB Team for each phase of construction and submitted for approval by the City. Preliminary detour routes have been established based on the anticipated phasing of the project (see attached Preliminary Detour Route Exhibit). These detours should be considered a baseline to meet the City's intent and may be modified by the DB Team with the City's acceptance.
- 2.7 Streetscaping enhancement services shall include green infrastructure, increased sidewalk coverage, safety features, traffic calming measures, expanded street parking, landscaping, pervious pavers, and pervious pavement installation and coordinated with the Transportation Engineering Division. Design elements shall consider City initiatives, programs and/or guidelines including Complete Streets, Vision Zero, and other similar guidance. Street and pedestrian lighting design and bicycle and micro-mobility accommodations shall be provided. The DB Team shall develop streetscaping enhancement renderings for presentation to stakeholders for consideration and final selection. This effort will be coordinated to achieve community acceptance. To the greatest extent practical, GSI solutions shall be incorporated into the streetscape design and neighborhood restoration improvements.
- 2.8 Project coordination with THEA on timing and development for interconnection of the new system with the expanded Selmon Expressway conveyance system is required to be performed in a manner that minimizes disruption of existing traffic patterns and access to residents and businesses during construction while accommodating THEA's needs to the greatest extent practical. Two points of connection are indicated on the Project Map.
- 2.9 Project coordination with City of Tampa Water and Mobility Departments is required for

an “early works” design-build phase that will include water main installation and roadway pavement improvements on adjacent streets in preparation for project construction (see attached Preliminary Early Works Exhibit). It is the intent of the early works phase to address improvements outside of the primary route along South Howard, Bristol and into Parkland Estates to better prepare the adjacent streets for increased use during construction of the project. This work will include potable water system replacement and/or upgrades totaling approximately 9600 LF of new 4” to 12” water mains along and adjacent to the selected route, including the replacement of fire hydrants, valves, service lines, and other appurtenances (see attached Water Main Replacement Map). Road resurfacing to better accommodate local traffic circulation and temporary additional on-street parking during construction of the project will also be included. The DB Team shall work with the City Mobility team to identify locations for roadway resurfacing including profile milling and overlay work on roads identified on the Preliminary Early Works Exhibit or other identified locations to ascertain the extent of needed resurfacing work (i.e., full or partial mil/overlay).

- 2.10 Project Coordination with Tampa Electric Co. (TECO) and other private utilities is required for the relocation of overhead power and communication lines, as necessary, to accommodate streetscape improvements along S. Howard Ave. The City has made initial contact and has been working with TECO for the conversion of their facilities to underground service. The DB Team will continue coordination of these relocation efforts with all affected utilities.

3. Project Development Criteria

- 3.1 The DB Team will lead the effort to conceptualize and develop the design to meet all City, Regional, State standards and requirements. Design submittals will include construction drawings and specifications as well as all other required items identified in the submittal schedule (see attached Submittal Schedule).
- 3.2 Final plans and specifications are to be provided in AutoCAD (.dwg) and Word format, as applicable as well as PDF format. A pricing proposal developed to a GMP document with all associated exhibits (scope, pricing, and qualifications) shall also be provided. The GMP agreement shall be organized into separate costs for each of the three City departments/divisions.
- 3.3 Final construction drawings and specifications, construction schedule, equipment purchases and placement, utility agreements, right of way permits and all required approvals from regulatory agencies and local authorities shall be provided.

4. Environmental Criteria

- 4.1 The DB effort shall incorporate to a practical extent, GSI solutions as part of the proposed stormwater infrastructure. Potential solutions include, but are not limited to, water quality treatment systems appropriate for an urban area such as rain gardens, vortex separators, filters, baffle boxes, bioswales and wetlands to reduce pollutant loading into Hillsborough Bay. The DB Team shall identify feasible GSI for consideration by the City.
- 4.2 The DB Team will be responsible for all required environmental testing and permitting needed to complete the project. The scope of these requirements will be determined by the DB Team based on the selected improvements and construction requirements.

5. Construction Engineering and Inspection and Construction Management

- 5.1 The DB Team will be responsible for primary construction management activities and general project oversight with full and consistent coordination with the City's Contract Administration Department (CAD) during construction. The CAD provides construction management and administration for stormwater projects which includes:
- Scheduling and leading progress meetings
 - Inspecting the work with one full-time inspector
 - Reviewing and responding to simple/straightforward Requests for Information (RFIs)
 - Reviewing and responding to simple/straightforward submittals
 - Witnessing system testing and test report preparation
 - Confirming materials testing
 - Reviewing and approving pay requests
 - Preparing and processing work change directives and change orders
 - Receiving and reviewing as-builts
- 5.2 DB Team CEI services are to include only the following services, which will generally be performed as requested by CAD or as deemed necessary by the Engineer of Record (EOR):
- EOR to attend construction progress meetings
 - Construction observation sufficient to confirm compliance with the design
 - Coordinate and perform submittal and shop drawing reviews
 - Coordinate and respond to RFIs
 - Redesign, including prepare sketches or drawing revisions to address changes in the work
 - For phased projects, apply for and obtain City right-of-way permits with MOT design
 - Confirm testing requirements pursuant to the specifications and/or permit conditions
 - Coordinate and submit EOR permit clearances and certifications

- Prepare record drawings from information provided on as-built survey and changes in the work identified in field orders or otherwise documented

5.3 In addition to generally accepted and customary construction management activities, the DB Team will provide for the following additional activities:

- Preparation of a general Quality-Control Plan to be submitted in format(s) acceptable to the City, in which personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out the DB Team's quality-assurance and quality-control responsibilities will be identified. Coordinate with Contractor's construction schedule
- Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for project
- Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review
- Include a comprehensive schedule of work requiring testing or inspection, including the following:
 - Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections
 - Owner-required tests include soil density, concrete for all structural or structurally related work and asphalt
 - Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions needed to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups
 - Maintain testing and inspection reports including log of approved and rejected results, including work the City has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction

5.4 Upon completion of construction, the DB Team will provide AutoCAD Record Drawings in PDF and AutoCAD formats accurately depicting the as-built conditions of all of the improvements in accordance with City standards, in addition to any pertinent design data (geotechnical reports, survey, hydraulic analysis). Hard copies of the as-built drawings will also be required as will be determined during the design phase.

6. Public Relations and Communications

6.1 Community engagement services shall include managing the project public relations efforts through communications with all interested and/or affected community stakeholders (Stakeholders) during the project initiation, the design, and the construction phases. Stakeholders shall include interested and/or affected residents, business owners, institutions such as schools, churches, and other organizations as well as City staff, officials, consultants and contractors. All communications are to be fully documented. All community engagement efforts will be planned and implemented in full consultation with City staff through regularly scheduled project meetings and written communications.

6.2 General Requirements: Throughout the phases of the project, consultant shall assist the City with community engagement by developing and updating project information, disseminating that information to and soliciting input from Stakeholders to provide project transparency. For each Stakeholder interaction, consultant shall plan and develop project information, seek City input and approval, coordinate, organize, notify, and implement the dissemination of information, and provide full documentation of interaction with and input from all Stakeholders.

6.3 Project Initiation Phase (Communication Purpose: Listen First): The listening phase occurs when the project is presented to the Stakeholders. With the following interactions, present the project context with goals and benefits. Listen and document Stakeholder input including their ideas, concerns, priorities and provide direct responses, and develop an FAQ document, with the assistance of other team members, for the more common questions/concerns. Stakeholder interactions shall include:

- Community Meeting(s)
- Small Group Meetings
- One-on-One Meetings

6.4 Design Phase (Communication Purpose: Listen First & Awareness): In response to the input received from the Project Initiation Phase, further develop sources of communication with the project Stakeholders to continue dissemination of project information and input solicitation through the following interactions:

- Project Website
- Community Meeting(s)
- Small Group Meetings
- One-on-One Meetings

6.5 Construction Phase (Communication Purpose: Awareness): Upon completion of the design phase, update and further develop sources of communication with the project Stakeholders to continue dissemination of project information and input solicitation through the following interactions:

- Project Website
- Community Meeting(s)
- Small Group Meetings
- On-on-One Meetings
- Traffic Advisories

List of attachments:

1. Project Schedule
2. Upper Peninsula Stormwater Improvements – East Region, Preliminary Engineering Report” prepared by JMT, dated April 2022 and H & H model (including XP-SWMM files)
3. As-built drawings:
 - a. Howard Ave. box culvert under CSX and the Selmon Expressway
 - b. Bayshore Blvd. box culverts under the northbound lanes
4. Project Map
5. Preliminary Construction Phasing Plan
6. Preliminary Detour Routes Exhibit
7. Preliminary Early Works Exhibit
8. Water Main Replacement Map
9. Submittal Schedule
10. Howard Ave. box culvert Geotechnical Report

EXHIBIT B

SCOPE OF ENGINEERING SERVICES For Design-Build Projects

**South Howard Flood Relief Pre-Construction Services
October 30, 2024**

Contract Number: 23-C-00021

including

Preliminary Engineering, Engineering Design, and Permitting Assistance

PROJECT DESCRIPTION / OBJECTIVE

The South Howard Flood Relief Design-Build Project (Project) will be designed and constructed to meet the City of Tampa's (CITY) primary objective of alleviating flooding along South Howard Avenue and in the neighborhoods within the watershed, specifically Parkland Estates. The Project is located entirely within the CITY, Florida and consists of approximately 7,000 linear feet of stormwater conveyance, with a primary corridor which starts at the intersection of Swann and S Audubon Avenue, through the Parkland Estates Neighborhood east to South Howard Avenue and south to Bayshore Boulevard. The Project also includes approximately 5,800 linear feet of various sized water mains to be replaced/upgraded within the limits of stormwater conveyance improvements. An additional 6,000 linear feet of various sized water mains will be upgraded outside of the limits of stormwater conveyance improvements. This work will be completed ahead of the stormwater conveyance improvements as part of the "early works" phase. Additionally, the project includes 3,200 linear feet of gravity sewer relocation.

There are two components to this project:

- Early Works (Outside Project Limits) – this includes the milling and resurfacing for pavement improvements on adjacent streets and water main installation for upgrades requested by the Water Department. See Attachment A
- Inside Project Limits (Box Culvert Route) – This includes the main route of the box culvert that begins at the intersection of Audubon Avenue and Swann Avenue, through the Parkland Estates neighborhood and down South Howard Avenue to Hillsborough Bay.

The Project will be constructed generally within existing rights-of-way along the corridor, and the new trunk line will likely be located under the roadway for most of the corridor. There are existing segments of box culvert previously built and intended for use for this project, a 5' x 10' box culvert under CSX Railroad and the Selmon Expressway and triple 4'x6' box culverts from Bayshore Boulevard median into Hillsborough Bay. The condition of these existing box culverts will need to be assessed as part of this project.

This scope generally includes data collection, public outreach, engineering design, permitting assistance, and negotiation of a guaranteed maximum price (GMP) for construction of a new major stormwater trunk line that runs the length of the project corridor. The project includes full replacement of the improvements within the rights-of-way of S. Howard Avenue and replacement of impacted surface improvements in all the other rights-of-way along the main corridor.

Additionally, all utilities displaced by the work shall be replaced. The project will also include maintaining existing traffic throughout the project limits, streetscape, structural design, design of sustainable/green infrastructure, and a formal tree survey. This scope also includes a detailed update and conversion of the existing XP-SWMM hydraulic model to ICPR 4 to verify sizing of the stormwater system needed to meet a minimum level of service (LOS). The minimum required LOS by the CITY is LOS A (no street flooding) for a 5yr/8hr storm event. This project will also reduce flood levels for the greater events which will be modeled to the 100-year storm events to achieve LOS C (no structural flooding). The services included in this scope are limited to the pre-construction phase.

The purpose of this document is to describe the scope of work and to clarify the responsibilities of Kimmins Contracting Corporation (FIRM) accompanied by their professionals, and the CITY. All work will be done in accordance with the CITY Standards and Criteria. The scope of services includes the following tasks:

TASK 1 - PUBLIC OUTREACH

- See Attachment B entitled "Scope of Services Public Engagement | Community Outreach."
- Engineering Consultant will provide necessary engineering support for the Public Outreach efforts.

TASK 2 - EARLY WORKS (Adjacent Streets)

a. Feasibility/Route Study

Before the Preliminary Engineering Phase can begin for the project route, a feasibility/route study will be performed. For the portion of the project north of the Selmon Expressway, as the FIRM performs data collection activities and examines the alternative routes, the FIRM shall pay particular attention to potential pitfalls in the scope of the project and focus initial efforts on resolving any such factors that could cause the project to become unfeasible. The FIRM shall report all such identified potential issues and their efforts to resolve or overcome each issue at regularly scheduled design meetings. An issue log shall be maintained that tracks each issue and efforts to resolve each.

The FIRM shall prepare a feasibility study analyzing alternative routes to solve the primary flooding condition within the Parkland Estates neighborhood, and along Swann Avenue as well as along South Howard Avenue and directly adjacent areas. One of the alternatives to be analyzed is the route identified in the Upper Peninsula Stormwater Improvements East Region (April 2022). Two additional alternative routes will be analyzed that may reduce the impact to the community and result in greater benefit or reduced cost while striving to produce similar reduction of flooding to optimize the project. These two routes will consist of looking at Bristol Avenue and Morrison Avenue, see the Project Map in Attachment C. The analysis will consider business/public/residential impacts, benefits of each route, relative effectiveness of hydraulics (or flood protection), and cost, as well as other appropriate technical factors that may be identified. A recommended route will be identified based on this analysis.

The FIRM will design the system to accommodate the additional runoff created by the widening of the adjacent segment of the Leroy Selmon Expressway project being design and construction by the Tampa Hillsborough Expressway Authority (THEA) based generally on the design criteria identified in the JMT Report “Upper Peninsula Stormwater Improvements – East Region.”

b. H&H Model

The FIRM will convert the XP-SWMM hydrologic and hydraulic (H&H) model to ICPR 4 and perform a detailed update to the existing conditions. Activities associated with this modeling effort include an update to the existing condition model, a proposed condition model update and a summary report. The model will include the additional runoff from the THEA Leroy Selmon Expressway widening project.

The model update shall incorporate surveyed detail of the existing conditions. The model shall be used to appropriately size the new trunkline and for a minimum 5-yr/8-hr critical duration event while maintaining the Hydraulic Grade Line (HGL) below the finished ground surface along the route (LOS A) and 100-yr/24-hr storm event to prevent structural flooding (LOS C). Secondary storm sewers shall be designed for the minimum 5-yr storm event. An assessment of nearby flooding areas shall be performed to anticipate future feasible extensions of the system to alleviate those conditions and added additional capacity in the trunkline system shall be provided to accommodate future capacities. Additionally, the FIRM will design the system to accommodate the additional runoff created by the widening of the adjacent segment of the Leroy Selmon Expressway project being design and construction by the Tampa Hillsborough Expressway Authority (THEA) based generally on the design criteria identified in the JMT Report “Upper Peninsula Stormwater Improvements – East Region.”

The FIRM shall prepare a preliminary design report (PDR) that addresses all modeling modifications, agency pre-application meetings and findings. Modeling results shall be presented in tabular and graphic format with profiles including HGL for design LOS. The PDR shall include the above feasibility analysis, route study recommendations, and the preliminary design of all major components.

c. Survey for Early Works

The FIRM shall perform a complete topographic survey, right-of-way, tree and wetland delineation surveys (per the CITY standard, NAVD 88 vertical control, NAD 83 horizontal control) necessary to support the milling and resurfacing and water main replacement plans outside the project area (plus 25-foot margin).

d. Roadway Plans for Early Works

The FIRM will provide roadway plans for pavement improvements outside of the project corridor, potential streets among others, that may be included: Morrison Avenue, Watrous Avenue, S Albany Avenue, W Southview Avenue, and S Alabama Avenue.

These will be milled and resurfaced along with profile adjustments to accommodate local traffic circulation and temporary additional on-street parking during construction of the project. It is assumed that no additional upgrades such as sidewalk and ADA improvements will be provided

on these local roads. However, any ponding issues will be resolved with cross slope/longitudinal profile corrections and overlay as necessary.

e. Streetscape Concept Development

During the Early Works phase the FIRM shall develop streetscape concepts to present to the stakeholders.

Streetscaping enhancement services shall consider the design of green infrastructure, increased sidewalk connectivity, Vision Zero safety countermeasures, aesthetic gateway features, traffic calming measures, expanded street parking, lighting, site furnishings, landscaping, hardscape, pervious pavers, and pervious pavement installation coordinated with the Mobility Department staff. Design elements shall consider CITY initiatives, programs and/or guidelines including Complete Streets, Vision Zero, and other similar guidance. Street/pedestrian lighting design and bicycle/micro-mobility accommodations shall be provided.

The FIRM is to apply the findings from the Streetscape Concept Development Phase, to develop streetscape alternatives (up to 3 alternatives as appropriate) for Howard Avenue. The FIRM shall consider the historic preservation requirements for the area. Each alternative shall include 5 critical roadway sections depicting the streetscape alternative and up to 3 streetscaping enhancement renderings for each alternative (for a total of up to 9 renderings). The presentation shall be augmented by any necessary details to convey the full intent of each alternative. Each alternative is to be fully developed in plan view on screened-aerial background, identifying and addressing all elements of the design and will be geometrically accurate

This process shall occur in full concert with the community engagement services identified above in Task 1. The FIRM will prepare, coordinate, attend and present presentations, and provide required documentation as needed. Proper notification will be given and summaries of meetings, including attendee list and comments made, will be completed by the public outreach consultant. These meetings shall occur in accordance with our community outreach scope of services. The goal of our streetscape process is to gain majority public support for both the project and the preferred streetscape alternative design concept. These interactions will be led by Valerian Group with heavy involvement from AtkinsRéalis.

Stakeholder interactions shall include:

- A Community Meeting to present possible alternative streetscape designs and applications along Howard Avenue.

f. Water Main Replacement Plans for Early Works (Outside Project Limits)

This task includes the proposed improvements to the water distribution system that are not collocated along the proposed stormwater conveyance infrastructure but are in the same neighborhoods. The design of the water distribution improvements shall be in accordance with the Tampa Water Department standards and includes the relocation/upgrade of approximately 3,970 linear feet of 4-inch through 8-inch water mains and appurtenances. These quantities are based on the current plans and are subject to change during the design phase.

This scope includes:

- Removal and relocation of approximately 280 linear feet of 6-inch water mains along S. Albany Avenue (between W. Swann Avenue and W. Bristol Avenue)
- Removal, relocation, and upsizing of approximately 275 linear feet of 8-inch water mains along W. Parkland Boulevard
- Removal, relocation, and upsizing of approximately 500 linear feet of 6-inch water mains along S. Lakeview Road
- Removal and relocation of approximately 700 linear feet of 6-inch water mains along S. Armenia Avenue
- Removal and relocation of approximately 410 linear feet of 6-inch water mains along S. Albany Avenue (between W. Morrison Avenue and W. Watrous Avenue)
- Removal and relocation of approximately 730 linear feet of 8-inch water mains along W. Watrous Avenue
- Removal and relocation of approximately 700 linear feet of 6-inch water mains along W. Marjory Avenue
- Removal and relocation of approximately 370 linear feet of 6-inch water mains along W. Southview Avenue

Design improvements with a focus on maintenance access, flow isolation and control, and damage mitigation and public safety from a break.

g. Water Main Upgrade Plans for Early Works (Outside the project limits)

This task includes the proposed improvements to the water distribution system that are not collected along the proposed storm conveyance infrastructure but are in the same neighborhoods. The design of the water distribution improvements shall be in accordance with the Tampa Water Department Standards and includes the relocation/upgrade of approximately 2,000 linear feet of 4-inch through 10-inch water mains and appurtenances. These quantities are based on the current plans and are subject to change during the design phase.

This scope includes:

- Removal, relocation, and upsizing of approximately 1700 linear feet of 6 and 10-inch water mains to 12-inch water mains along W. Morrison Avenue
- Removal, relocation, and upsizing of approximately 300 linear feet of 4-inch water mains to 6-inch water mains along W. Watrous Avenue

Design improvements with a focus on maintenance access, flow isolation and control, and damage mitigation and public safety from a break.

Task 2 Deliverables:

Refer to Submittal Schedule

TASK 3 - PRELIMINARY ENGINEERING

The FIRM will collect data including geotechnical services, subsurface utility engineering (SUE) ecological field surveys, design survey, tree survey, and utility coordination, to understand the site constraints. This data will be used to validate information collected over the course of the project, to help resolve issues that may arise during the design, and to assist in the preparation of the submittal packages. The Preliminary Engineering Phase will include a portion of the streetscaping enhancement services and public engagement.

a. Geotechnical Services

The purpose of the geotechnical study is to obtain information on the general subsurface soil conditions at the project site. The FIRM will provide geotechnical investigations, analyses, and recommendations to support the design of the trunk line, utilities, roadway reconstruction, sea wall, and critical temporary walls. This information will include identification of the existing groundwater levels, estimated normal seasonal groundwater elevations general location and description of potentially deleterious material. Frequency of soil borings are limited to every 250 feet and shall extend to a minimum of 10 feet below bottom of excavations or until rock is encountered. This information will be used to provide general recommendations for the proposed construction and recommendations for trenchless and open cut excavation pipe installation.

b. Subsurface Utility Engineering (SUE)

The FIRM shall conduct utility explorations sufficient to designate and Verified Vertical and Horizontal positions (VVHs) of utilities within the project corridor to facilitate trunk line design, water/sewer relocates and for overall utility coordination purposes. Horizontal locations are limited to locating existing water mains, sewer (force) mains, gas mains and gravity sewer. VVHs may be performed within the right-of-way (ROW) at every water and sewer service location and anticipated conflict location along the project route, where underground utility work is to be replaced or upgraded.

All VVHs will be provided as a digital file compatible with survey in .dwg format as well as a PDF report.

c. Ecological Field Services and Jurisdictional Delineations

The FIRM shall establish the wetland jurisdictional limits, coordination with environmental agencies having jurisdiction and preparation of an environmental memorandum to support the environmental resource and other required agency permitting for the project.

Specific ecological services that are encompassed in this scope follow:

- **Establishment of Wetland and Surface Water Jurisdictional Lines** - The determination of wetland areas is generally based on the presence of the following three indicators: dominance of hydrophilic vegetation, underlain hydric soils, and evidence of wetland hydrology.
- **Protected Species Survey** – The FIRM will provide protected species surveys for the project area if deemed necessary by the regulatory permitting agencies.

- Preliminary Contamination Review – The FIRM will provide a desktop contamination review for the project area to determine if there are any areas that may require further contamination assessment and cleanup.
- Seasonal High-Water Level – Wetland and surface water seasonal highwater levels will be identified along the project corridors.
- Environmental Memorandum - This memorandum will be a stand-alone document to identify the current ecological conditions and any wetland and/or protected species involvement.
- Agency Coordination - Coordination with wetland regulatory and wildlife agencies will be conducted throughout the design phase as necessary to assist with securing permits and gaining regulatory acceptance. The following wetland regulatory agencies: U.S. Army Corps of Engineers (USACE), Environmental Protection Commission (EPC), Florida Department of Environmental Protection (FDEP), Southwest Florida Water Management District (SWFWMD) will be contacted to review the delineated wetlands as part of the permitting or exemption process. At the Preliminary Design Phase, pre-application meetings with all permitting entities will be conducted.

d. Design Surveys Services

The FIRM shall perform a complete topographic survey that includes:

- right-of-way based on data from CITY Surveyor, field controls, public street ROW information, and easements and encumbrances
- ground elevations including elevations for edge of pavement, top of curb, gutter, sidewalks and slabs, walls, etc...
- sanitary and storm sewer locations, types, top and bottom elevations, direction, and invert elevations
- tree and wetland delineation surveys (per the CITY standards, NAVD 88 vertical control, NAD 83 horizontal control) necessary to support the project corridor (plus 25-foot margin); Includes bathymetric survey for the outfall at Bayshore Boulevard.

e. Tree Survey and Arborist report

The FIRM shall perform a tree survey along and adjacent to the described project corridor. The tree survey will be completed by a CITY Certified Arborist and will extend the length of the project corridor and include all trees five (5) inches in diameter or greater. The width of the area that will be surveyed along the project corridor for this purpose will be the right-of-way width plus 25-feet on each side of the right-of-way. The tree survey will follow what will be needed for regulatory permitting in accordance with the CITY standards and existing CITY tree-protection ordinance and for CITY Natural Resource review.

- Grand Tree Survey – A review will be conducted by a CITY Certified Arborist to identify the location and characteristics of any Grand Trees (as defined in the CITY Tree, Landscape and Natural Resources Code) – within the boundaries of the project.

f. Utility Coordination Meeting Records

The FIRM shall handle utility communication and coordination efforts with all affected utilities during the design phase including preparation of utility conflict matrix and meeting agenda; scheduling, performing and documenting utility coordination meetings at each phase of design; field meetings and distribution of plans; preparation and certification of utility work schedule and utility certification letters. The utility conflict matrix will compile a list of separation between existing and proposed utilities to track conflicts at various stations along the proposed alignments. The matrix will be provided as an excel spreadsheet and notes from meetings will be provided in PDF format. Submittal will be included with the 60% submittal.

Task 3 Deliverables:

Refer to Submittal Schedule

TASK 4 - ENGINEERING DESIGN

a. **Roadway, Stormwater and Structural Design and Construction Plans**

i. **Roadway Design**

This stormwater improvement project will necessitate reconstruction of the existing roadways within the project limits. The overall intent is that the roadway will be replaced to current CITY Standards or with certain enhancements as desired by the CITY. There are no planned capacity analyses or adjustments and no plans for any transit within the corridor (i.e. no added pavement to accommodate added or widened travel lanes). It is intended that the corridor upgrades may include elements such as traffic calming measures, median dividers at isolated locations, and connectivity of sidewalks if they can be facilitated within existing rights of way.

ii. **Roadway\Drainage Analysis and Construction Plans**

The FIRM shall prepare a design for the roadway and drainage improvements within the selected roadway corridor. For adjacent flooding areas identified in the H&H modeling outside of the corridor, stub-outs for future connections shall be provided. The results of this effort will be incorporated into the construction drawings. Improvements will address documented and known flooding throughout the Parkland Estates neighborhood, specifically W Fountain Boulevard, W Parkland Boulevard, S Lakeview Road, and South Howard Boulevard plus the other roadways along the selected route.

iii. **Structural Design and Construction Plans**

The overall concept is that the stormwater trunk line will consist of either a single, dual or triple chamber precast box culvert sized throughout the corridor to meet the required CITY LOS. Structural design shall include detailed design and custom-sized conflict or junction boxes along the route as well as other structural elements of the project.

iv. **Signing and Pavement Marking Plans**

The FIRM shall prepare plan sheets for all project impacted areas showing pavement markings and signage to be installed on the project. Pavement markings and signage shall conform to

the Manual on Uniform Traffic Control Devices. Signing and Marking Plans shall include, but not be limited to, the following: General Notes Sheet(s), Plan Sheet(s), and Special Marking Detail sheet(s), as needed.

v. Technical Specifications

The FIRM shall incorporate the CITY's standard technical specifications, where appropriate. For construction activities where a standard does not exist, or where the FRIM believes that the CITY's specifications are insufficient to address specific project conditions, the Firm will prepare technical specifications and special provisions.

vi. Phasing and Maintenance of Traffic Construction Plans

The FIRM shall prepare plan sheets, notes, and details to move vehicular and pedestrian traffic during all phases of construction. This may include details for ingress and egress to existing properties, temporary signing and pavement markings, dynamic message signs, and detour routes. Typical details may be used for repetitive segments of the project. The FIRM shall work with Kimmins to determine the development of Maintenance of Traffic (MOT) that will minimize the impacts to residents, businesses, and pedestrians. These will be concept MOT plans that Kimmins will update with input from the CITY as construction begins. It is anticipated that traffic counts or detailed traffic analysis will not be required.

vii. Tree Removal and Protection Plans

The tree removal and protection plans will be developed as necessary for regulatory permitting in accordance with the CITY standards and existing CITY tree-protection ordinance. This includes documentation and grading of all identified trees along with recommendations for pruning, protection, and removal if necessary.

viii. Design of Sustainable Concepts

The FIRM shall identify practical green-solutions to improve stormwater quality and provide sustainable concepts that can be incorporated into the project both as part of the proposed stormwater infrastructure, within the project area that align with the goals of the CITY's "Green Tampa" Initiatives and the individual focus areas that are part of that program. This shall include Best Management Practices (BMP) and two alternate options for green infrastructure to be used, where appropriate, throughout the project.

b. Utility Design

i. Water Main Replacement Plans (Inside Project Limits)

This task includes the proposed improvements to the water distribution system that are collocated along the proposed storm conveyance improvements along the project corridor. The design of the water distribution improvements shall be in accordance with the Tampa Water Department standards. These quantities are based on the current plans and are subject to change during the design phase based on final route selection.

This scope includes:

- Removal and relocation of approximately 370 linear feet of 8-inch water mains along W. Parkland Boulevard
- Removal and relocation of approximately 310 linear feet of 8-inch water mains along W. Fountain Boulevard
- Removal and relocation of approximately 675 linear feet of 6-inch water mains along S. Lakeview Road
- Removal and relocation of approximately 690 linear feet of 6-inch water mains along Bristol Avenue
- Removal and relocation of approximately 3,670 linear feet of 4 and 12-inch water mains along S. Howard Avenue

Design improvements will a focus on maintenance access, flow isolation and control, and damage mitigation and public safety from a break.

ii. Sanitary Sewer Replacement Plans (Inside Project Limits)

This task includes the proposed improvements to the sanitary sewer collection system that are collocated along the proposed storm conveyance improvements along the project corridor. The design of the sanitary sewer collection improvements shall be in accordance with the Tampa Wastewater Department standards. These quantities are based on the current plan and are subject to change during the design phase and shall include approximately 3,200 linear feet of gravity sewer and service lateral replacement.

The FIRM will be responsible for design of the stormwater conveyance system and conflict structures required at, but not limited to, Bayshore Blvd and S. Howard Avenue. The designs shall require accommodation of the existing 48" sanitary sewer at this intersection.

iii. Coordination with Private Utility Relocation

The CITY has commenced coordination with some private utilities, including Tampa Electric Company (TECO), within the project limits. The FIRM will continue to coordinate with these private utilities and all private utilities within the project limits through preparation of utility conflict matrices, scheduling, performing and documenting utility coordination meetings at each phase of design; on-site field meetings; distribution of plans; preparation and certification of utility work schedule and utility certification letters. At the 60% design plan submittal, a meeting shall be held with all private and CITY departments to discuss the utility conflicts and plans for adjustments. The CITY will provide a list of utilities with contacts of known utilities in the project area.

c. Streetscape Final Design Development

Upon approval of the preferred Howard Avenue streetscape alternative design concept, the FIRM will prepare final design components in each individual discipline plan set that is affected which may include the following discipline sets:

- Roadway Design plans
- Signing and marking plans
- Signalization plans
- Lighting plans
- Parking plans
- Landscape plans
- Drainage and Green infrastructure plans
- Technical specifications

These disciplines plan sets shall undergo phase design submittals and reviews as outlined in this scope of services, including 60%, 90% and final plans.

Task 4 Deliverables:

Refer to Submittal Schedule

TASK 5 - PERMITTING ASSISTANCE

The FIRM will conduct pre-application meeting(s) for each permit application, submit permit application packages and provide all necessary responses to agency questions to obtain permit approvals.

Permits are anticipated to be required from the following agencies. The FIRM shall be responsible for the preparation of application packages and responses to agency requests for information (RFI) for issuance of the anticipated permits listed below:

- Southwest Florida Water Management District (SWFWMD)
- Notification/Application for Construction a Domestic Wastewater Collection/Transmission System.
- Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs
- United States Corps of Engineers (USACE)
 - Nationwide Permit
- City of Tampa – These permits are construction phase services
 - Tree Removal/Relocation Permit. This will need to be reviewed by ROW Permitting during the design phase.
 - Right of Way Utilization Permit. This will be done in phases during the construction phase- 1st phase MOT in design phase.
- Environmental Protection Commission of Hillsborough County on behalf of Port Tampa Bay – Dredging Permit minor marine permit (less than 1000 CY dredge) at the point of outfall. The FIRM will provide construction services for dredging activities. This includes the preparation of dredge and fill sketches, and revisions to drawings or plans based upon agency input for this permit.
- Environmental Protection Commission Hillsborough County
- CSX Railway (CSX) Utility Permit due to construction within the CSX defined envelope
- Tampa Hillsborough Expressway Authority (THEA) Utility Permits

Task 5 Deliverables:

Refer to Submittal Schedule

TASK 6 – PROJECT MANAGEMENT

The FIRM will provide project management services throughout the anticipated eighteen (18)-month design stage, including attending and documenting necessary meetings, schedule updates, coordination, communication, and quality control.

Plans will be submitted by the FIRM per submittal schedule. Submittals are required for all documents identified in Submittal Schedule for Design/Build Stormwater Projects included as Attachment D.

Anticipated construction packages may be prepared to facilitate early work zones. For example, separate construction packages could potentially be prepared for: Zone 1; Early works for milling and resurfacing and waterline installation, Zone 2; Bayshore Crossing and South Howard Avenue, Zone 3; Residential neighborhood.

Task 6 Deliverables:

- Meeting Minutes,
- Schedule Updates

Task 7 – PRE-CONSTRUCTION

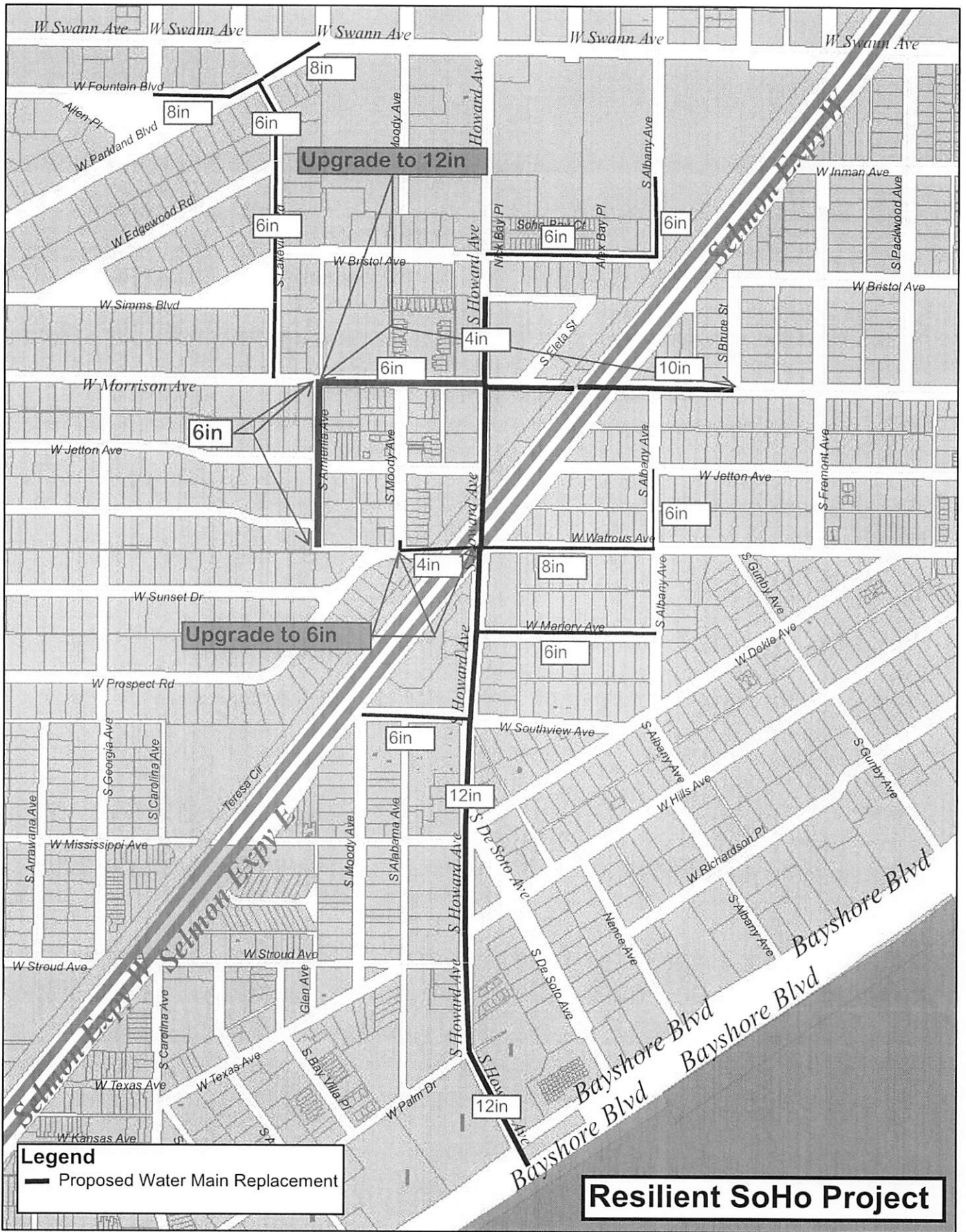
During the design phase, The FIRM will provide the following:

- Preparation of estimates
- Preparation of schedules
- Administration functions
- Attendance at progress meetings
- Provide labor, material, and equipment to perform up to 30 days of excavations to verify existing culverts and other existing utilities on the project.
- Attendance at public involvement meetings and open houses

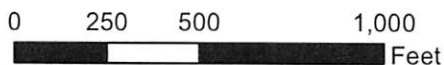
Task 8 – GRANT SUPPORT

The FIRM will provide support to the CITY for the Hazard Mitigation Grant Program (HMPG) Grant Application and RAI's. This will include:

- Preparing Benefit-Cost Ratio (BCA)
- Coordination with the CITY and FDEM
- Continued support throughout the design process for construction dollars
 - Update H&H model to determine flood reduction benefits for BCA



1 inch = 500 feet



**Water
Department**

Attachment B



Public Engagement | Community Outreach

Scope of Services

**SOUTH HOWARD FLOOD RELIEF PROJECT
CONTRACT NUMBER: 23-C-00021**

**Project Initiation & Final Design Phases
(18 months est.)**

Prepared by:

The Valerin Group, Inc.
3903 Northdale Boulevard
Suite 100
E Tampa, FL 33624

Resubmitted: October 29, 2024

SCOPE OF SERVICES

PUBLIC ENGAGEMENT | COMMUNITY OUTREACH

PROJECT INITIATION PHASE (Listen First)

The Project Initiation/Listening phase occurs when the project is presented to the Stakeholders. The following interactions will present the project context with goals and benefits and provide opportunities to listen to and document stakeholder input regarding their ideas, concerns, and priorities. This phase will also provide stakeholders with direct responses and contribute to the development of an FAQ document, with the assistance of other project team members, addressing the more common questions and/or concerns.

Coordination and Compilation of Initial Public Engagement Activities/Efforts

Valerin will coordinate with Dialogue PR to gather information associated with prior public engagement efforts including but not limited to stakeholder information, meeting summaries, and other pertinent information. Valerin will compile information and incorporate it into the Public Engagement and Community Outreach Plan, stakeholder database, etc.

Public Engagement and Community Outreach Plan

Valerin will be responsible for developing a Public Engagement and Community Outreach Plan that reflects the nature of the project and is tailored to the intended audience. The Plan will serve as a “road map” outlining communication tools, techniques, and outreach activities to provide updates and notifications about construction activities, related impacts, and other pertinent project-related information. Other elements of the Plan could include internal and external lines of communication, emergency, and other key contact information. The Community Outreach Plan will be updated as needed throughout each phase of the project.

Stakeholder Database | Updates

Valerin will be responsible for identifying impacted property owners and tenants (typically adjacent to the project corridors/segments) for the development of a stakeholder database. In addition, the database will include city and county government officials, local law enforcement, emergency management services, fire and rescue, schools, homeowner and neighborhood associations, local chambers of commerce, transit authority (HART), businesses, media, and other interested parties. Information contained in the database will include available contact information as well as documentation of stakeholder communications. A mailing area map will also be developed and provided to the City for approval. The database will be maintained and periodically updated throughout the project.

Project Phone and Email

Valerin will secure a project-specific phone number and email address that will be monitored during the project. The project contact information will be included on all project collateral, notifications, and the project website. The phone number and email will be monitored during all phases of the project and project-related communications will be documented in the stakeholder database.

Project Collateral

Valerin will develop the following informative collateral using plain language and understandable graphics. Collateral intended for online publication will be ADA-compliant in accordance with the City's accessibility guidelines and policies. All deliverables will be provided to the City for review and approval before distribution.

- Fact Sheet with QR Code (including contact information)
- Notification
- Project Business Cards

Project Website | ADA Compliant

Valerin will host, design, and develop a multi-page, ADA-compliant project-specific website. Valerin will also be responsible for updating and maintaining the website as well as any content that may need to be updated throughout the project.

Project Kickoff Notification

Valerin will prepare and distribute a direct mail notification to all properties within the City-approved route and alternative route mailing area(s) to inform them of the project start, project contact information, and general timelines for the design and construction phases.

Progress Meetings | Other Team Meetings

Valerin will attend regularly scheduled progress meetings and other coordination/miscellaneous meetings with the project team and the City as required to coordinate and implement the outreach plan.

Project Management

Project management duties include oversight and coordination of public engagement and community outreach tasks, assigned Valerin staff, and schedule and budget related to public engagement and outreach activities throughout the Initiation Phase of the project.

PROJECT DESIGN PHASE (Listen & Awareness)

In response to the input received from the Project Initiation Phase, the Design Phase will further develop sources of continued and frequent communication with the project stakeholders to continue the dissemination of project information and input solicitation process through the following interactions:

Public Engagement and Community Outreach Plan

Valerin will update the Public Engagement and Community Outreach Plan (Plan) developed during the Initiation Phase of the project.

Stakeholder Database | Updates

Valerin will update the stakeholder database that was developed during the Initiation Phase, as needed. Communications with stakeholders during the design phase will be tracked and documented in the stakeholder database.

Project Phone and Email

Valerin will continue to maintain, monitor, respond to, and document contacts on the project phone number and email address. Project-related communications will be documented in the stakeholder database.

Project Collateral

Valerin will make any necessary updates to previously produced collateral during the Initiation Phase and will also develop new collateral such as:

- Fact Sheet (updated)
- Notifications
- Handouts for informal stakeholder meetings
- Frequently Asked Questions (FAQs)
- Survey for Streetscape Alternatives
- Press Releases for the City distribution to media outlets
- Social Media content for posting to City social media platforms

Project Website | ADA Compliant

Valerin will continue to maintain and update the project website with project information as it is developed during the Design Phase.

Project Informational Video

Valerin will develop an informational video describing the purpose, need, and benefits of the project and may include information on the planned pipeline route, anticipated future parking solutions, general construction information, and other content that will help stakeholders visually understand the project elements.

Roadway Early Works Notifications

During the Project Design Phase, Valerin will prepare and distribute information to property and businesses, residents, tenants, and other interested parties regarding plans to install new water lines and resurface local roadways in Zones 1 - 3 to accommodate additional on-street parking during construction. The Early Works Zones may include some or all the following streets: Morrison Avenue, Watrous Avenue, W Southview Avenue, South Howard Avenue, and S Alabama Avenue. Early works project information distribution may include direct mail, social media, door hangers, or a combination of these methods.

Streetscape Alternatives Community Meetings

During the Project Design Phase, Valerin will coordinate and attend two (2) publicly noticed Streetscape Alternatives Community Meetings to share the alternative streetscape concepts/designs along Howard Avenue and build community consensus. Tasks will include identifying and securing an ADA-compliant venue and developing meeting logistics to facilitate stakeholder participation and feedback on the streetscape alternatives. Valerin will also distribute meeting notifications to the stakeholder/focus groups and prepare meeting collateral, such as handouts, comment cards/forms, sign-in sheets, and survey materials, if required. Meeting notifications will be provided in advance via direct mail, email, social media,

or a combination of these methods. Valerin will provide sufficient staff to assist with meeting/charette event including data collection, meeting set up and tear down, and participant registration/sign-in assistance. A meeting/charette summary will be prepared to document attendees, prepared/presented information, and general comments/feedback from participants.

Design Phase Community Meeting(s)

During the Project Design Phase, Valerin will coordinate and attend three (3) publicly noticed Community Meetings to be held at approximately 30%, 60% and 90% design completion. Tasks will include identifying and securing an ADA-compliant venue, conducting an on-site visit, and developing a meeting room/format layout. Valerin will also check available local agency and City government calendars for potential date conflicts; prepare and distribute the meeting notifications; and assist with the preparation of meeting collateral such as handouts, a PowerPoint presentation, comment cards/forms, sign-in sheets, Welcome and Title VI boards. Meeting notification will be provided in advance via direct mail, email, social media, or a combination of these methods. Valerin will provide sufficient staff to assist with meeting logistics including meeting set up and tear down and participant registration/sign assistance. A meeting summary will be prepared to document attendees, prepared/presented information, and general comments/feedback from participants.

Pre-Construction Community Meeting(s) | Open House(s)

During the Project Design Phase, Valerin will coordinate and attend two (2) publicly noticed Pre-Construction Community Meeting(s) to be held approximately one (1) month prior to the start of construction activities as approved by the City. The meeting format is generally anticipated to be an open-house event. Tasks will include identifying and securing an ADA-compliant event location, conducting an on-site visit, and developing a meeting plan based on location. Valerin will also check available local agency and City government calendars for potential date conflicts; prepare and distribute the meeting notifications; and prepare meeting collateral such as a handout, comment cards/forms, sign-in sheets, and Welcome and Title VI boards. Valerin will provide sufficient staff to assist with meeting logistics including meeting set up and tear down and participant registration/sign-in assistance. A meeting summary will be prepared to document attendees, prepared/presented information, and general comments/feedback from participants.

One-on-One | Small Group Meetings

During the project Design Phase, Valerin will attend one-on-one and/or small group meetings with neighborhood associations and local area dining, hospitality, and entertainment businesses that may be directly impacted by future streetscaping and construction activities along the project route. These stakeholder groups may include Bayshore Gardens, Historic Hyde Park Neighborhood Association, New Suburb Beautiful Civic Association, Parkland Estates, SOHO Business Alliance, Bern's Steakhouse, The Epicurean Hotel, Ciccio Restaurant Group, South Tampa Chamber of Commerce, and other property owners, businesses, service providers, and residents. A meeting summary will be prepared following each meeting.

Progress Meetings | Other Team Meetings

Valerin will attend regularly scheduled progress meetings and other coordination/miscellaneous meetings with the project team and the City as required to coordinate and implement the outreach plan.

Project Management

Project management duties include oversight and coordination of public engagement and community outreach tasks, assigned Valerin staff, and schedule and budget related to public engagement and outreach activities throughout the Design Phase of the project.

Project Initiation Phase Deliverables:

- Public Engagement and Community Outreach Plan
- Project Phone Number
- Project Email Address
- Fact Sheet
- Kickoff Notification
- Project Business Cards
- Project Website

Design Phase Deliverables:

- Early Works Notifications
- Streetscaping Focus Meeting Summary
- Press Releases (as required)
- Social Media Post Content
- Public Meeting Collateral
- Project Information Video

Attachment D

Submittal Schedule for Design-Build Stormwater Projects

Deliverables		Submittals				
		Prel. Design	30% Design	60% Design	90% Design	100% Design
Preliminary Design						
	Initial Survey (R/W, Topo, Tree, Wetland)	(By City)				
	Add'l. Survey (R/W, Topo, Tree, Wetland)	F				
	Tree Audit/Survey & Arborist Report	F				
	Geotechnical Engineering Report	F				
	Route Analysis and Recommendation	F				
	H&H Model Review/Update	F				
	Green Infrastructure Recommendations	F				
	Preliminary Design Report	C	F			
	SUE & Exist. Utilities Assessment			F		
	Storm Sewer Design Calculations			F		
	Construction Cost Estimate	P	U	U	F	
GMP						
	Preliminary Construction Cost Estimate					
	Draft GMP					
	Final GMP			60%+30 days		
Roadway and Stormwater Design Documents						
	Title Page		P-0	P-0	C	F
	Index		P-0	P-0	C	F
	Key Plan w/ Sheet Layout		P-1	U	C	F
	Legend, Summary of Quantities and General Notes		P-2	U	C	F
	Drainage Map		P-3	U	C	F
	Typical Roadway Sections		P-4	U	C	F
	Existing Conditions, Erosion Control, Demo Limits and Tree protection/removal Plans		P-5a	P-5b	C	F
	Plan/Profile Sheets		P-6a	P-6b	C	F
	Intersection Plan Sheets			P-7	C	F
	Stormwater Pollution Prevention Plan			P-7	C	F
	Stormwater Pipe Profiles		P-2		C	F
	Civil Details		Standards		C	F
	Cross Sections			P-8	C	F
	Driveway Profiles			P-8	C	F
	Structural Drawings - Junction Boxes			P-9	C	F
	Signing and Pavement Marking Plans			P-10	C	F
	MOT & Phasing plans			P-11	C	F
	Bid/Contract Documents			P-12	C-13	F
	Technical Specifications		P-Outline		C-14	F

Submittal Schedule for Design-Build Stormwater Projects

City Utility (W/WW) Relocation & Upgrades Plans						
	Title Page (if separate)		P-0	P-0	C	F
	Index (if separate)		P-0	P-0	C	F
	Key Plan (if separate)		P-0	P-0	C	F
	Legend and General Notes (if separate)		P	P	C	F
	Plan/Profile Sheets		P-6a	P-6b	C	F
	Details		Standards	Standards	C	F
Permitting & Public/Private Utility Coordination						
	Permitting schedule (include all req'd)		List	U	U	U
	Permit applications			C		
	Permit RFI's, resubmittals & Approvals				C	F
	Public/Private Utility Notification Matrix		P	U-15	U	U

P - Preliminary			
0	Sufficient for Preliminary Cost Estimate and Attaining Project Feasibility	7	Existing and Proposed linework
1	Map with Sheet Layout/Numbering	8	Existing section/profile and proposed template linework
2	Legend and General Notes	9	Dimensioned and general steel layout
3	Drainage Basin IDs and Areas	10	Sign size/location, markings linework and general callouts
4	Cross slopes, dimensions & pavement sections	11	Phases and detours identified.
5a	All survey data, geotech boring locations, SUE locations, City utility as-builts including service laterals. Indicate all trees, sizes/species, and indicate which trees may be affected by the project	12	EBO Project Task Worksheet
5b	Add'l. SUE locations. Indicate trees to be removed/trimmed/preserved with tree tables, erosion control, demo limits	13	As appropriate for procurement method, including proposal form, specific provisions, contract pay items, etc.
6a	Existing profile with utilities and proposed profile with pipe/structure size/type, inverts, HGLs	14	Utilizing City standard specifications, modified or supplemented as deemed appropriate by the EOR and approved by the City.
6b	Restoration scope including curbs, ramps, drives, sidewalks, paving limits, drainage components	15	Notification letters of conflict and relocation requirements.
U - Updated			
C - Complete			
F - Final			

EXHIBIT D

CITY OF TAMPA INSURANCE REQUIREMENTS

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

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

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

MINIMUM SCOPE AND LIMIT OF INSURANCE 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 at least 3 years after completion of work. Limits shall not be less than \$1M per occurrence and \$2M general aggregate for Agreements valued at \$2M or less; if valued over \$2M, a general aggregate limit that equals or exceeds the Agreement's value. If a general aggregate limit applies; it shall apply separately to the project/location (ISO CG 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 not be less than: (a) \$500,000 combined single limit each occurrence bodily injury and property damage for Agreements valued at \$100,000 or less or (b) \$1M combined single limit each occurrence bodily injury and property damage for Agreements valued over \$100,000. If transportation of hazardous material involved, the MCS-90 endorsement (or equivalent). (ALWAYS APPLICABLE)
- C. Worker's Compensation (WC) & Employer's Liability Insurance for all employees engaged under the Agreement, Worker's Compensation as required by Florida law. Employer's Liability with minimum limits of (a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for Agreements valued at \$100,000 and under or (b) \$1M bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each for all other Agreements. (ALWAYS APPLICABLE)
- D. Excess (Umbrella) Liability Insurance for Agreements valued at \$2M or more, at least \$4M per occurrence in excess of underlying limits and no more restrictive than underlying coverage for all work performed by Firm. May also compensate for a deficiency in CGL, AL, or WC. (ALWAYS APPLICABLE)
- E. Builder's Risk Insurance for property loss exposure associated with construction/renovation/additions to buildings or structures, including materials or fixtures to be incorporated. Must be "All Risk" form with limits of no less than the project's completed value, have no coinsurance penalties, eliminate the "occupancy clause", cover Firm (together with its contractors, subcontractors of every tier, and suppliers), and name City as a Loss Payee. (IF APPLICABLE)
- F. Installation Floater coverage for property (usually highly valued equipment or materials such as compressors, generators, etc.) during its installation. Coverage must be "All Risk" including installation and transit for no less than 100% of the installed replacement cost value. (IF APPLICABLE)
- G. Architects & Engineers Liability/ Professional Liability (E&O)/ Contractors Professional Liability (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 at least \$1M per occurrence and \$2M aggregate; deletion of design/ build liability exclusions, as applicable, and maintained for at least 3 years after completion of work/services and City's acceptance of same. (IF APPLICABLE)
- H. Railroad Protective Liability (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. Pollution and/or Asbestos Legal Liability Insurance where Agreement involves asbestos and/or environmental hazards/contamination risks (defined broadly, e.g. lead, mold, bacteria, fuel storage, underground work, cleanup (owned or non-owned sites), pollutant generation/transportation, marine/natural resource damage, contamination claim, restitution, business interruption, mold, fungus, lead-based paint, 3rd party claims/removal, etc.), with limits of at least \$1M per occurrence and \$2M aggregate, maintained for at least 3 years after Agreement completion. (IF APPLICABLE)
- J. Cyber Liability Insurance where Agreement involves portals allowing access to obtain, use, or store data; managed dedicated servers; cloud hosting services; software/hardware; programming; and/or other IT services

¹ "M" indicates million(s), for example \$1M is \$1,000,000

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

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

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

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

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

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

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

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

ADDITIONAL REQUIREMENTS

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

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

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

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

Other: _____

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

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

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

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

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

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

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

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

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

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

Exhibit E

Tampa's Equal Business Opportunity Program Procedures for GMP Contracts

- The City of Tampa's Equal Business Opportunity Program (EBO) requires setting a construction subcontract goal on each GMP under the CM /or D-Build delivery system.
- Prior to the time construction subcontract goals are set, the Construction Manager (CM) or the Design-Builder (D-B) provides information on subcontract packages planned for the construction phase(s) and their sequencing.
(Ref: use Detailed GMP Estimate and MBD Form-80 PTW)
- The CM (or D-B) participates in a meeting wherein the City will establish narrowly-tailored project goals for SLBE and/or W/MBE subcontractor participation on the project.
(Ref: use MBD Form-70)
- For each subcontracting package to be bid, the CM (or D-B) confirms with the MBD Office, the City's minimum contact list of available SLBE and/or W/MBE firms to be solicited. Note: strategic, extensive outreach is the CM/DB's responsibility (i.e. GFCEP)
(Ref: use Minimum Contact List provided w/final Project EBO Determination Goal)
- The CM (or D-B) documents the notification of **all** potential subcontractors, including the SLBE or W/MBE firms identified above, i.e. minimum contact list of certified firms.
(Ref: use DMI 10-20 for construction phase Solicitation/Utilization outcomes)
- The CM (or D-B) receives, opens, and tabulates subcontract bid results. The City, including representatives of the managing department and the MBD Office, may be present for the bid openings or to review the bids submitted.
(Ref: use MBD Form-50 GFCEP outreach w/documentation)
- The CM (or D-B) provides to the City, a tabulation of all bids received and its determination of the lowest responsive/responsible bidder. If bids received exceed contracted Guaranteed Maximum Price, CM (or D-B) advises City as to how they will proceed. If re-bidding is selected, notification at least equal to the original solicitation will occur. **(Ref: Reaffirm EBO Outreach)**
- As all subcontracts are executed, final copies are provided to the City. Where participation is achieved via sub-subcontractors and/or suppliers, the CM (or D-B) provides the City and MBD with copy of executed agreement or purchase order as documentation. **(Ref: use MBD Form-40 LOIs execute "Letters-of-Intent")**
- During construction, monitoring activities may including but may not be limited to, subcontractor payment reports to be submitted with pay requests, prior approval by the MBD Office and the managing departments, of any replacement of SLBE or W/MBE subcontractors, and a report of final amounts paid to all subcontractors.
(Ref: use #1-DMI 30 Form w/Pay Applications; #2-Prime & Subs must log into Diversity Mgt. Compliance System to report payment activity)



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.: 23-C-00021 Contract Name: South Howard Flood Relief Project D-B
 Company Name: Kimmins Contracting Corp. Address: 1501 2nd Avenue, Tampa, FL 33605
 Federal ID: 16-0810270 Phone: 813.924.5010 Fax: 813.579.1081 Email: jzemina@kimmins.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
O	AtkinsRealis USA Inc., 4030 W. Boy Scout Blvd., Suite 700, Tampa, FL 33607 Tel: 813.282.7275 / Fax: 813.282.8155 Email: amanda.serra@atkinsrealis.com	N/A	925	E	Y
59-0896138					
O	Wade Trim, Inc., 201 North Franklin Street, Suite 1350, Tampa FL 33602 Tel: 813.882.4373 / Fax: 813.837.0723 Email: sgraybill@wadetrim.com	CM	925	E	Y
59-2417170					
W	AREHNA Engineering, Inc. 5012 W. Lemon St., Tampa, FL 33609 Tel: 813.944.3464 / Fax: 813.944.4959 Email: jmcrory@arehna.com	CF	925	E	Y
23-3947444					
W	ECHO UES, Inc. 16514 N. Dale Mabry Hwy., Tampa, FL 33618 Tel: 888.778.3246 / Fax: N/A Email: jerry.comellas@echoues.com	HM	925	E	Y
81-4903226					
S / W	The Valerin Group 3903 Northdale Blvd., Suite 100E, Tampa, FL 33624 Tel: 813.404.1572 / Fax: N/A Email: valeriec@valerin-group.com	CF	912	E	Y
33-1142500					
S / W	Ariel Business Group, Inc. 3706 W. McKay Avenue, Suite B Tampa, FL 33609 Tel: 813.207.0003 / Fax: 813.286.7037 Email: contactus@arielbusinessgroup.com	BM	912	E	Y
59-3359574					
O	Johnson, Mirmiran & Thompson, Inc. 2000 East 11th Avenue, Suite 300 Tampa, Florida 33605 Email: ddougherty@jmt.com	CM	925	E	Y
52-0963531					

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

Signed: [Signature] Name/Title: John Zemina, Project Director Date: October 31, 2024

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.: 23-C-00021 Contract Name: South Howard Flood Relief Project D-B
 Company Name: Kimmins Contracting Corp. Address: 1501 2nd Avenue, Tampa, FL 33605
 Federal ID: 16-0810270 Phone: 813.924.5010 Fax: 813.579.1081 Email: jzemina@kimmins.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 %
O	AtkinsRealis USA Inc. 4030 W. Boy Scout Blvd., Suite 700, Tampa, FL 33607 Tel: 813.282.7275 / Fax: 813.282.8155 Email: amanda.serra@atkinsrealis.com	N/A	925	TBD	63%
59-0896138					
O	Wade Trim, Inc., 201 North Franklin Street, Suite 1350, Tampa FL 33602 Tel: 813.882.4373 / Fax: 813.837.0723 Email: sgraybill@wadetrim.com	CM	925	TBD	20%
59-2417170					
W	AREHNA Engineering, Inc. 5012 W. Lemon St., Tampa, FL 33609 Tel: 813.944.3464 / Fax: 813.944.4959 Email: jmcroory@arehna.com	CF	925	TBD	3%
23-3947444					
W	ECHO UES, Inc. 16514 N. Dale Mabry Hwy., Tampa, FL 33618 Tel: 888.778.3246 / Fax: N/A Email: jerry.comellas@echoues.com	HM	925	TBD	4%
81-4903226					
S / W	The Valerin Group 3903 Northdale Blvd., Suite 100E, Tampa, FL 33624 Tel: 813.404.1572 / Fax: N/A Email: valeriec@valerin-group.com	CF	925	TBD	7%
33-1142500					
S / W	Ariel Business Group, Inc. 3706 W. McKay Avenue, Suite B Tampa, FL 33609 Tel: 813.207.0003 / Fax: 813.286.7037 Email: contactus@arielbusinessgroup.com	BM	925	TBD	1%
59-3359574					
O	Johnson, Mirmiran & Thompson, Inc. 2000 East 11th Avenue, Suite 300 Tampa, Florida 33605 Email: ddoughty@jmt.com	CM	925	TBD	2%
52-0963531					

Total ALL Subcontract / Supplier Utilization \$ TBD

Total SLBE Utilization \$ TBD

Total WMBE Utilization \$ TBD

Percent SLBE Utilization of Total Bid/Proposal Amt. 8 % Percent WMBE Utilization of Total Bid/Proposal Amt. 15 %

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: John Zemina, Project Director Date: October 31, 2024

**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**