CAD/MD

RESOLUTION NO. 2024 - 1018

**A RESOLUTION APPROVING AN AGREEMENT FOR DESIGN-BUILD INITIAL SERVICES IN THE AMOUNT OF $6,000,000 BETWEEN THE CITY OF TAMPA AND JACOBS PROJECT MANAGEMENT CO. IN CONNECTION WITH CONTRACT 23-C-00030, SCADA MASTER PLAN IMPLEMENTATION 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-00030, SCADA Master Plan Implementation Design Build; and

**WHEREAS,** Jacobs Project Management Co. ("Firm") was selected, and designated the contract number of 23-C-00030, to provide professional design-build services as detailed in the Agreement for Design-Build Initial Services ("Agreement") in the amount of $6,000,000; 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 Jacobs Project Management Co., in connection with Contract 23-C-00030, SCADA Master Plan Implementation 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 $6,000,000 for the SCADA Master Plan Implementation Project for use by the Water Department within the Water Renewal and Replacement 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.

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**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 07 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: Jacobs Project Management CO., hereinafter referred to as "FIRM", with an FEIN of 35-2321289.

**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-00030, SCADA Master Plan Implementation 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 eight percent (8%) 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 180 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 of $6,000,000 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 an nonstate entity expends $750,000 or more of State financial assistance in any fiscal year of such nonstate entity in accordance with the requirements of the Florida Single Audit Act.

## XXVIII. DEFAULT

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

## XXIX. BUDGET APPROPRIATIONS

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

## XXX. SCRUTINIZED COMPANIES

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

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:**

By: _____

City Clerk/Deputy City Clerk

[SEAL]

**CITY:**

City of Tampa, Florida

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.

Jacobs Project Management Co. 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: Ashley Currey

Title: Design Build Operations Manager

Signature: E/S Date: 10/17/2024

# RFQ: 23-C-00030 Design-Build Services for the SCADA Master Plan Implementation

## Design Criteria Package

City of Tampa Florida
Water Department

Exhibit A

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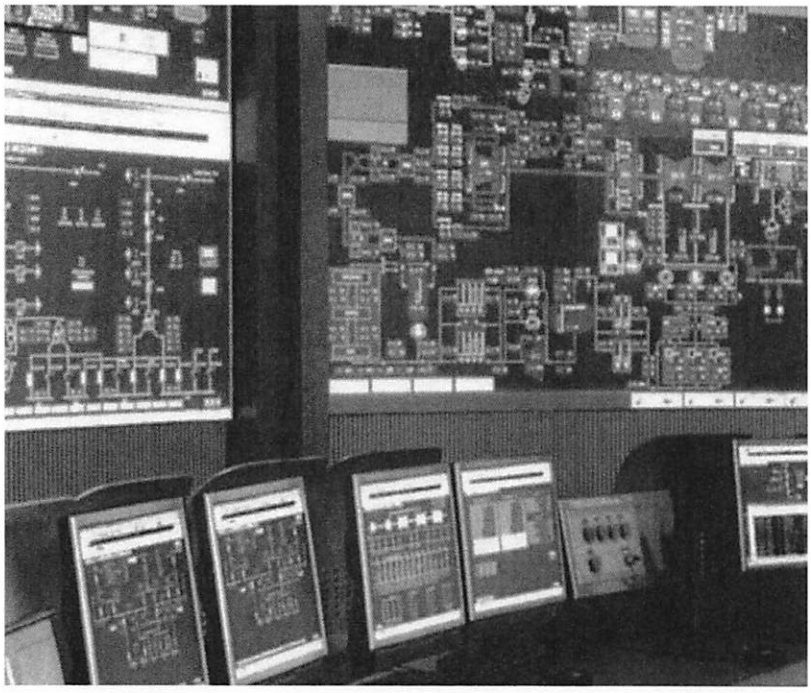

Prepared by

City of Tampa Water Department

June 2023

Crickett Luu

CRICKETT Y. LUU
LICENSE
No. 77194
STATE OF FLORIDA
PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

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

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2.0 Background ..... 2
3.0 DLTWTF PLC Upgrade and OT-HMI Design Implementation ..... 3
4.0 Other Potential Projects ..... 3

# 1.0 Purpose

This design criteria package aims to establish the basis and goals for Design-Build Services related to the Water Department Supervisory Control and Data Acquisition. This package is not a specification or prescriptive checklist and is not intended to replace the professional judgment of a competent licensed professional engineer after coordination with the Water Department and other stakeholders of the City of Tampa as may be identified during the work.

Currently, the anticipated budget is $20 million. The work may be performed in phases over a longer period of time and the budget may increase or decrease due to the results of the incorporated studies/evaluations and market conditions. All work will require City Council and Mayor approval before a notice-to-proceed is granted.

# 2.0 Background

The David L. Tippin Water Treatment Facility (DLTWTF) utilizes a level of automation that relies on sophisticated digital networks and computer systems to monitor and operate each step of the water treatment process, water distribution system, and business operations. While virtually the entire DLTWTF process will be upgraded in the years to come, select Programmable Logic Controllers (PLCs) and associated hardware are no longer supported and need to be upgraded.

Additionally, to facilitate future process improvements at DLTWTF, the Department needs to upgrade Operational Technology (OT) Infrastructure as it is now reaching the end of its useful life.

It is anticipated this project may result in one or more sub-projects based on separate construction project needs and the results of evaluations and/or business needs. It is expected to generally follow an Evaluation → Design → Construct sequence. Progression to the design phases will only occur for those cases that are deemed viable by the Department.

Although the exact scope of construction services will be developed during GMP Development, it is anticipated that Construction Phases will include the following:

- Pre-construction Activities
- Construction and Program Management
- Startup and Commissioning Services
- Performance Testing
- As-built Record Drawing Development
- Population of Asset Management Attribute Data
- Operation and Maintenance Manual Development
- Standard Operating Procedures Development
- Regulatory Agency Approvals and Building Permits from the City's Construction Services Department
- Training of Staff

## 3.0 DLTWTF PLC Upgrade and OT-HMI Design Implementation

The Department and their consultant developed an OT Design which will serve as the basis for the new SCADA infrastructure improvements located at DLTWTF. Additionally, contract documents are in the process of being finalized which are intended to address select PLCs and associated hardware which are no longer supported.

Utilizing both design documents, the selected firm will provide the necessary Pre-Construction and Construction services to complete the DLTWTF PLC Upgrade and OT Design Configuration and Start-up.

In parallel, evaluation and planning will be needed to develop an approach for each process at DLTWTF and remote sites which will reside either on the existing or new OT Infrastructure. This will require significant collaboration and coordination with the Department, Technology and Innovation Department, external contractors, and external consultants. The sites to be considered are:

- David L. Tippin Water Treatment Facility (DLTWTF)
- Interbay Re-pump Station (RPS)
- Morris Bridge RPS
- US 301 Interconnect
- Waters Tank
- Palma Ceia Tank
- West Tampa Tank
- Northwest Ground Storage Tank (GST)
- Pressure Monitoring Sites
- Water Quality Monitoring Sites
- Aquifer Storage & Recovery (ASR) – Injection/Recovery wells

The same collaboration and coordination will be necessary as the assignments are expected to transition to a heavy role with programming and integration of upcoming process improvements at the DLTWTF.

## 4.0 Other Potential Projects

A detailed scope of services will be developed for each project and may follow different paths based on Departmental needs and funding limitations. Anticipated projects, in addition to the DLTWTF PLC and OT Upgrades, follow.

1. Continuity of Operations Planning (COOP) and Evaluation and Design
2. Remote Site PLC Upgrade Design
3. Remote Site PLC Upgrade and COOP Construction
4. Regulatory Reporting and Data Retrieval Evaluation, Design, and Implementation
5. Network Monitoring, Intrusion Detection, and Security Improvements
6. Pre-Construction Services, Programming, and Integration
    a. Filter Expansion
    b. New Switchgear and Sitewide Electrical Improvements
    c. Ozone Upgrade
    d. Oxygen Concentration
    e. New Raw Water Pump Station

   f. Solids Dewatering
   g. Suspended Ion Exchange
   h. Actiflo
   i. Security Improvements
7. As-needed SCADA Troubleshooting, Support, and Owner's Representative
8. Business Performance Dashboard Evaluation, Framework Development, and implementation
9. Recommendation and development of an "Intelligent O&M" Operation and Maintenance digital tool to provide direct and predictive guidance for frontline staff. This predictive tool and algorithms should be able to pull data from various sources and run through a process model to make real-time predictions. It is anticipated that training staff will be part of this task.

# Exhibit B

## Scope of Services

## SCADA Master Plan Implementation Design Build

## Contract 23-C-00030

### Background

The City of Tampa Water Department (City) industrial control systems utilize a level of automation that relies on sophisticated digital networks and computer systems to monitor and operate each step of the water treatment process, water distribution system, and business operations. While virtually the entire David L. Tippin Water Treatment Facility (DLTWTF) process will be upgraded in the years to come, select Programmable Logic Controllers (PLCs) and associated hardware are no longer supported and need to be upgraded.

To facilitate future process improvements at DLTWTF, the City needs to upgrade Operational Technology (OT) Infrastructure as it is now reaching the end of its useful life.

It is anticipated this project may result in one or more sub-projects based on separate construction project needs and the results of evaluations and/or business needs. It is expected to generally follow an Evaluation → Design → Construct sequence.

The sites to be affected/considered are expected to be:

- David L. Tippin Water Treatment Facility (DLTWTF)
- Interbay Re-pump Station (RPS)
- Morris Bridge RPS
- US 301 Interconnect
- Waters Tank
- Palma Ceia Tank
- West Tampa Tank
- Northwest Ground Storage Tank (GST)
- Pressure Monitoring Sites
- Water Quality Monitoring Sites
- Aquifer Storage & Recovery (ASR) – Injection/Recovery wells
- Remote Site SCADA and ICS Data Locations

### General

Jacobs Project Management Company (Firm) will perform engineering evaluation, assessment, design, permitting, and all other related preconstruction tasks required for

the Project. Services for the Project will be managed through a series of subsequently issued task orders ("Task Orders").

The following list outlines the professional engineering and preconstruction categories of work to be performed by the Firm under this agreement.

**General Engineering and Preconstruction Services:**
Potential scopes of servicesmay include but are not limited to :

- DLTWTF PAC Hardware Upgrade and OT/ HMI Upgrade
- Continuity of Operations Planning (COOP), Evaluation, and Design
- Remote Sites ICS Hardware Upgrade Design
- Remote Sites PAC Upgrade and COOP Construction
- Regulatory Reporting and Data Retrieval Evaluation, Design, and Implementation
- Network Monitoring, Intrusion Detection, and Security Improvements
- SCADA ICS General Services
- Software programming, testing, and installation for individual unit process area upgrades.
- Software configuration, testing, and installation for OT/ ICS type projects.
- ICS Governance documentation
- Procurement Services
- Engineering Services During Construction Services
- Preconstruction Services, Programming, and Integration
    - Filter Expansion
    - New Switchgear and Sitewide Electrical Improvements
    - Ozone Upgrade
    - Oxygen Concentration
    - New Raw Water Pump Station
    - Solids Dewatering
    - Suspended Ion Exchange
    - Actiflo
    - Security Improvements
- As-needed SCADA Troubleshooting, Support, and Owner's Representative
- Business Performance Dashboard Evaluation, Framework Development, and implementation
- Cyber security analysis, planning, design, configuration, testing, and training.
- Digital Twin analysis, planning, design, configuration, testing, and training.
- Asset management / Computerized Maintenance Management Systems analysis, planning, design, configuration, testing, and training.
- Design of systemwide physical security system improvements.

- Recommendation, development, and training of an "Intelligent O&M" Operation and Maintenance digital tool to provide direct and predictive guidance for frontline staff. May include data analysis through use of AI technologies.

The Firm will perform professional engineering and preconstruction services, which more specifically are anticipated to include, but are not limited to the following:

**Program Management**

- In partnership with the City, establish a list of SCADA projects that will be executed within the next 6 years. Include projects being executed by the City, Firm, and the City's other contractors performing work.
- Provide periodic updates based on changes toconstruction startup dates.
- Develop a Master SCADA schedule that depicts the overall SCADA upgrade sequence of projects.
- Advise the City of technical implementation sequencing constraints and best practices.
- Collaboration and coordination with the Water Department, Technology and Innovation Department, external contractors, and external consultants.

**Detail Design Services**

- Includes: SCADA, I&C systems, electrical, grounding, mechanical, civil, process, structural, HVAC, power, telemetry, communications, cyber and physical security.
- Design phases include conceptual, preliminary, and final design.
- Perform evaluation and initial condition assessments for SCADA hardware and software systems.
- Perform planning services to determine upgrade approach methodology.
- Develop design standards and control narratives.
- Develop design criteria packages.
- Develop detail engineering design packages which include specification and detail drawings.
- I&C engineering and system analysis.
- Electrical engineering and system analysis.
- Process engineering and system analysis.
- Mechanical engineering and system analysis.
- Telemetry and ICS communication system analysis.
- Design review of other engineering firms submittals for integration into the SCADA/ICS system.

### Hardware and Software Procurement

- Provide procurement services for SCADA Industrial Control System (ICS) hardware and software products.
- Develop bill of materials, material technical product feature selection, obtain quotes, and execute purchasing directly or via Owner Direct Purchase Program (ODP).

### SCADA Programming and Configuration

- Perform detail level programming for Programmable Logic Controllers (PLC) and Process Automation Controllers (PAC).
- Perform detail level programming for Human Machine Interface (HMI) software including drivers to read PAC/ PLC data.
- Perform detail level configuration for SCADA ICS network switches, ICS network firewalls, and ICS network data converters.
- Use of computer modeling software to assist with software testing and system analysis.
- Perform hardware and software factory acceptance testing.
- Develop and perform training for City staff.

### SCADAHistorian Product Evaluation and Configuration

- Develop historian system design criteria.
- Evaluate best of breed SCADA historian products that best fit design criteria, coordinated product demonstrations, assist City with recommendation for software product selection.
- Perform configuration services of SCADA historian product including database development, communication drivers to SCADA data, trending configuration, and data archive methodology.

### Evaluation and Recommendation of a SCADA Reporting System

- Develop reporting system design criteria.
- Evaluate software product solutions that best fit design criteria, coordinate product demonstrations, assist City with recommendation for software product selection.

### Startup and System Commissioning Services

- SCADA ICS software installation services.
- Perform modifications and installation to SCADA ICS system
- Develop test plans and documentation.

- Perform field testing, troubleshooting, configuration, control system tuning, and startup commissioning services.
- Perform SCADA and ICS training.

**Preconstruction Services**

- Project management services in order to meet the project delivery objectives outlined in each Task Order.
- Development and implementation of a Decision Log to identify, track, manage and memorialize critical project decisions.
- Perform constructability and value engineering reviews as well as develop commissioning plans.
- Procurement services
- Risk Management- development and management of a risk register and ultimately perform a risk analysis to determine Firm contingency to be included under each Guaranteed Maximum Price (GMP).
- Development of an Opinion of Probable Construction Cost (OPCC) and project schedules at various design phases for each authorized task order.
- Identification and determination of small and minority business subcontracting opportunities as established by the City's EBO (Economic Business Opportunity) office.
- Development of work scopes and cost estimates for subcontracting opportunities to prepare the final GMP.
- Development of timely final Guaranteed Maximum Price (GMP) proposals including a CPM schedule for scopes of work and or work packages as agreed upon with the City.

Each Task Order will be implemented in the following manner:

- Firm will prepare a Task Order proposal to include: specific scope of work, schedule, and a not-to-exceed compensation amount estimated using hourly rates and additional scope/fees for work to be performed by the Firm and/or subcontractors and subconsultants listed herein, as mutually agreed by the City and Firm;
- Following review and approval of the Task Order proposal, the City will issue a letter of authorization (Task Order notice to proceed) and corresponding Purchase Order (PO);
- Amounts to be charged against the Task Order PO shall not, in the aggregate, exceed the total compensation amount as authorized under this agreement.
- Firm shall notify the City in writing when aggregate Task Order amounts equal 80% of said total compensation amount; and Firm is not authorized to proceed with, and will not be compensated for, any work, fee, or expense that is not

properly authorized by an approved Task Order or that the aggregate exceeds said total compensation amount.

- There shall be no direct billing for expenses, miscellaneous expenses shall be included in the manhour estimates/ fee for each task work order.

**End of Scope Of Services**

# Exhibit C

## Fee Schedule

## SCADA Master Plan Implementation Design Build

## Contract 23-C-00030

### Compensation

For performing the services identified within this Scope of Services, the City shall pay the Firm the upset limit amount of $6,000,000 for the work described in Exhibit B. The corresponding required DMI forms, progress reports, and invoices shall be submitted together, no more frequently than monthly.

**Jacobs 2024 Rate Table**

| Classification | 2024 Hourly Rate |
|---|---|
| Engineer 9 | $305 |
| Engineer 8 | $300 |
| Engineer 7 | $245 |
| Engineer 6 | $210 |
| Engineer 5 | $180 |
| Engineer 4 | $160 |
| Engineer 3 | $140 |
| Engineer 2 | $125 |
| Engineer 1 | $110 |
| Technician 6 | $175 |
| Technician 5 | $150 |
| Technician 4 | $135 |
| Technician 3 | $120 |
| Technician 2 | $105 |
| Technician 1 | $95 |
| Administrative Support | $95 |
| Engineer Global Delivery Center | $93 |
| CADD Global Delivery Center | $78 |
| Pre-Construction Grade 9 | $255 |
| Pre-Construction Grade 8 | $220 |
| Pre-Construction Grade 7 | $200 |
| Pre-Construction Grade 6 | $170 |
| Pre-Construction Grade 5 | $145 |
| Pre-Construction Grade 4 | $130 |
| Pre-Construction Grade 3 | $115 |
| Pre-Construction Grade 2 | $90 |
| Pre-Construction Grade 1 | $85 |

| | |
|---|---|
| Field Support Grade 10 | $185 |
| Field Support Grade 9 | $170 |
| Field Support Grade 8 | $157 |
| Field Support Grade 7 | $145 |
| Field Support Grade 6 | $135 |
| Field Support Grade 5 | $125 |
| Field Support Grade 4 | $110 |
| Field Support Grade 3 | $100 |
| Field Support Grade 2 | $90 |
| Field Support Grade 1 | $75 |

## Infinity Industrial Controls 2024 Rate Table

| Classification | 2024 Hourly Rate |
|---|---|
| Project Manager | $150 |
| Project Coordinator | $130 |
| Sr. Controls Engineer | $155 |
| Panel QC Engineer | $150 |
| Instrumentation Engineer | $145 |
| Controls Engineer | $139 |
| AutoCAD Engineer | $120 |
| Sr. Panel Builder | $135 |
| Panel Builder | $125 |
| Sr. Field Engineer | $155 |
| Jr. Field Engineer | $140 |
| Jr. Field Wiring (Terminations) Technician | $127 |
| Administrative Support | $90 |

## Ariel Business Group 2024 Rate Table

| Classification | 2024 Hourly Rate |
|---|---|
| Project Executive | $205 |
| Sr. Project Manager | $170 |
| Sr. Consultant | $150 |
| Project Coordinator | $135 |
| Administrative Support | $60 |

## Zotera 2024 Rate Table

| Classification | 2024 Hourly Rate |
|---|---|
| Program Director | $90 |
| Project Manager | $80 |
| Systems Architect | $80 |
| Technical Lead | $75 |
| Instrumentation Engineer | $65 |
| Instrumentation Technician | $50 |
| PLC Programmer | $70 |
| Hardware Engineer (Gateways, RTUs, Nodes, etc.. | $70 |
| Software Engineer (Edge Applications) | $70 |
| Cloud Services Engineer | $70 |
| Quality Assurance | $60 |
| Electronics Assembly Technician | $60 |
| Network Engineer(Cellular/Telemetry) | $70 |
| Network Security Engineer (Cellular/Telemetry) | $70 |
| Network Technician (Cellular/Telemetry) | $55 |
| Field Technician/Installer | $55 |

The Hourly Rate increase per year from the Notice to Proceed date should be based on the Employment Cost Index (ECI) Historical Listing and be a maximum of 3%. The Firm will provide the new suggested Fee Schedule ninety (90) days prior to the previous year's approval date for review and acceptance by the City. See Proposed Method of Labor Rate Escalation below for additional information.

The Firm will implement a markup fee of 5% on subconsultant services; which, will be applicable to each respective Task Order.

All ICS hardware and software material procurement direct cost (including freight and taxes) multiplied by 1.08 (8% markup). Detailed itemization/ receipts will be submitted with invoices.

## Proposed Method of Labor Rate Escalation

Adjustments shall be based on the Employment Cost Index (ECI) Historical Listing published by the Bureau of Labor or Statistics (https://www.bls.gov/web/eci/echistrynaics.pdf). Specifically, the escalation rate shall be calculated from the indices presented in Table 8 (Employment Cost Index for wages and salaries, for civilian workers, by occupational group and industry, Service- providing industries). For the current edition (July 2020), the ECI factors for this occupational group is located on page 127 and 128. Adjustments shall be made annually and shall be based on the percentage change in the ECI from September of the prior year to September

of the current year. Prices may be adjusted to a maximum rate of 3% annually or remain the same should the ECI decrease.

For example:
Base Labor Rate= $100
ECI for September 2024 (current year) = 139.6
ECI for September 2025 (prior year) = 135.8
Escalation Factor= 139.6 / 135.8 = 1.028
Escalated Labor Rate= $100 x 1.028 = $102.80

In the event the Bureau of Labor Statistics significantly alters the method of calculating the index, an appropriate adjustment shall be made to restore the contract adjustment mechanism to the original intent of the parties.

Exhibit D

# CITY OF TAMPA INSURANCE REQUIREMENTS DB/GMP

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

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

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. 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, Firm will provide an increasing amount of liability coverage as the amount of work increases. A $50M excess liability tower will be provided for the first three years. Limits will be reviewed at the renewal for appropriateness, with an eventual maximum limit of $100M in excess coverage. 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 value under construction and not accepted by the City, have no coinsurance penalties, eliminate the "occupancy clause", cover Finn (together with its contractors, subcontractors of every tier, and suppliers), and name City as a Loss Payee. Firm to provide an increasing limit of coverage to coincide with the issuance of GMP's. Wind/named storm and flood sub-limits not to exceed $50M.**(IF APPLICABLE)**

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

G. Architects & Engineers Liability/ Professional Liability (E&O)/ Contractors Professional Liability (CPrL)/ Medical Malpractice Insurance where Agreement involves Florida-regulated professional services (e.g. architect, engineer, design-builder, CM, accountant, appraiser, investment banker medical professional) at any tier, whether employed or independent, vicarious design liability exposure (e.g. construction means & methods, design supervision), value engineering, constructability assessments/reviews, BIM process, and/or performance specifications. Limits of at least $1M per occurrence or claim 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 rail road's approval prior to commencement of work. **(IF APPLICABLE).**

I. Pollution and/or Asbestos Legal Liability Insurance where Agreement involves asbestos and/or environmental hazards/contamination risks (defined broadly, e.g. lead, mold, bacteria, fuel storage, underground work, cleanup (owned or non-owned sites), pollutant generation/transportation, marine/natural resource damage, contamination claim, restitution, business interruption, mold, fungus, lead-based paint, 3rd party claims/removal, etc.), with limits of at least $1M per occurrence or claim 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 and products are involved. Limits of not less than $2M per occurrence or claim 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 CIOB) 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 untenantable, including disruption of utilities, water, or telecommunications. **(IF APPLICABLE)**

0. 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**

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

ADDITONAL 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 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. 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.

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.

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

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

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

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/07/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER LIC #0437153 1-212-948-1306<br>Marsh Risk & Insurance Services<br>CIRTS_Support@jacobs.com<br>633 W. Fifth Street<br><br>Los Angeles, CA 90071 USA | CONTACT NAME:<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No): 1-212-948-1306<br>E-MAIL ADDRESS: |
| INSURED<br>Jacobs Project Management Co.<br><br>C/O Global Risk Management<br>555 South Flower Street, Suite 3200<br>Los Angeles, CA 90071 USA | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A: ACE AMER INS CO — 22667<br>INSURER B: INDEMNITY INS CO OF NORTH AMER — 43575<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

**COVERAGES** **CERTIFICATE NUMBER: 751440715** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | HDO G4892007A | 07/01/24 | 07/01/25 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE [X] OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 500,000 |
| | X CONTRACTUAL LIABILITY | | | | | | MED EXP (Any one person) | $ 5,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | X POLICY [ ] PRO-JECT [ ] LOC | | | | | | GENERAL AGGREGATE | $ 1,000,000 |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG | $ 1,000,000 |
| | | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | ISA H10739585 | 07/01/24 | 07/01/25 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB [ ] OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED [ ] RETENTION $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | WLR C5072041A (AOS) | 07/01/24 | 07/01/25 | X PER STATUTE [ ] OTH-ER | |
| A | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A | | | SCF C57256710 (WI) | 07/01/24 | 07/01/25 | E.L. EACH ACCIDENT | $ 1,000,000 |
| A | (Mandatory in NH) | | | WCU C57256564 (OH) * | 07/01/24 | 07/01/25 | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| A | If yes, describe under DESCRIPTION OF OPERATIONS below | | | WLR C57256667 (AZ) | 07/01/24 | 07/01/25 | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| A | PROFESSIONAL LIABILITY | | | EON G21655065 015 | 07/01/24 | 07/01/25 | PER CLAIM/PER AGG | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT MGR: Bernie Jacobsen. CONTRACT MGR: Hope Anastasakis. RE: SCADA Master Plan Implementation Design Build. CONTRACT NUMBER: 23-C-00030. CONTRACT END DATE: 12-31-2028. PROPOSAL NUMBER: 23-C-00030. SECTOR: Public. *THIS IS A SAMPLE CERTIFICATE ONLY*. THE ACTUAL CERTIFICATE FOR THE PROPOSED PROJECT WILL COMPLY WITH THE TERMS AND CONDITIONS NEGOTIATED IN THE FINAL CONTRACT, CONSISTENT WITH POLICY TERMS AND CONDITIONS.

**CERTIFICATE HOLDER**

City of Tampa
c/o Jim Greiner, P.E., Contract Administration

306 East Jackson Street

Tampa, FL 33602 USA

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**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. GFECP)
  **(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 GFECP 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 Forms 10, 20, & 50 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-00030 Contract Name: SCADA Master Plan Implementation Design Build

Company Name: Jacobs Project Management Co. Address: 5401 W. Kennedy Blvd. Suite 300, Tampa, FL, 33609

Federal ID: 35-2321289 Phone: 407-409-1370 Fax: _____ Email: bernie.jacobsen@jacobs.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=W/MBE O = Neither<br>Federal ID | Company Name<br>Address<br>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<br>NIGP Code (listed above) | Contact Method L=Letter F=Fax E=Email P=Phone | Quote or Response Received Y/N |
|---|---|---|---|---|---|
| S&W<br>27-3205660 | Infinity Industrial Controls<br>1057 Cephas Rd.<br>Clearwater, FL 33765-2108<br>Phone: 727-216-6416, Email: lb@iicontrols.com | CF | 914 | $20,000 | Y |
| S&W<br>59-3359574 | Ariel Business Solutions<br>3706 W. McKay Ave., Suite B<br>Tampa, FL 33609<br>Email: thomas@arielbusinessgroup.com | BM | 912 | $98,400 | Y |
| S&W<br>16-1677946 | Zotera, LLC<br>20225 Still Wind Dr.<br>Tampa, FL 33647<br>Phone: 813-5458755, Email: o.williams@zotera.com | BM | 912 | $50,000 | Y |
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It is hereby certified that the information provided is an accurate and true account of contacts and solicitations for sub–contracting opportunities on this contract.

Signed: _____ Name/Title: Bernie Jacobsen - Project Manager Date: 9/20/2024

**Failure to Complete, Sign and Submit Forms 10, 20, & 50 SHALL render the Bid or Proposal Non-Responsive**

**Forms must be included with Bid / Proposal**

**Failure to Complete, Sign and Submit Forms 10, 20, & 50 SHALL render the Bid or Proposal Non-Responsive**



# City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers)

***(FORM MBD-20)***

Contract No.: 23-C-00030 Contract Name: SCADA Master Plan Implementation Design Build

Company Name: Jacobs Project Management Co. Address: 5401 W. Kennedy Blvd, Suite 300, Tampa, FL, 33609

Federal ID: 35-2321289 Phone: 407-409-1370 Fax: _____ Email: bernie.jacobsen@jacobs.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=W/MBE O =Neither<br>Federal ID | Company Name<br>Address<br>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<br>NIGP Code Listed above | $ Amount of Quote. Letter of Intent (LOI) if available | Percent of Scope or Contract % |
|---|---|---|---|---|---|
| S&W<br>27-3205660 | Infinity Industrial Controls<br>1057 Cephas Rd.<br>Clearwater, FL, 33765-2108<br>Phone: 727-216-6416, Email: tb@iicontrols.com | CF | 914 | $20,000 | 0.3 |
| S&W<br>59-3359574 | Ariel Business Solutions<br>3706 W. McKay Ave., Suite B<br>Tampa, FL 33609 Email: thomas@arielbusinesssolutions.com | BM | 912 | $98,400 | 1.6 |
| S&W<br>16-1677946 | Zotera, LLC<br>20225 Still Wind Dr. Tampa, FL 33647<br>813-545-8755; o.williams@zotera.com | BM | 912 | $50,000 | 0.8 |
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| | | | | | |

**Total ALL Subcontract / Supplier Utilization $** 168,400.00

**Total SLBE Utilization $** 168,400.00

**Total W/MBE Utilization $** 168,400.00

**Percent SLBE Utilization of Total Bid/Proposal Amt.** 2.7 **% Percent W/MBE Utilization of Total Bid/Proposal Amt.** 2.7 **%**

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: Bernie Jacobsen Date: 9/20/2024

**Failure to Complete, Sign and Submit Forms 10, 20, & 50 SHALL render the Bid or Proposal Non-Responsive Forms must be included with Bid / Proposal**