

RESOLUTION NO. 2024 - 1177

**A RESOLUTION AUTHORIZING AN AGREEMENT FOR CONSULTANT SERVICES IN THE AMOUNT OF \$1,500,000 BETWEEN THE CITY OF TAMPA AND BLACK & VEATCH CORPORATION IN CONNECTION WITH CONTRACT 24-D-00017 POTABLE WATER SYSTEM MASTER PLAN; AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, via the competitive selection process in accordance with Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act ("CCNA"), as applicable, the City of Tampa ("City") selected Black & Veatch Corporation ("Firm") to provide professional services in connection with 24-D-00017 Potable Water System Master Plan ("Project") as detailed in the Agreement for Consultant Services ("Agreement"); and

**WHEREAS**, the City desires to enter into this Agreement with the Firm to provide certain professional services that includes, but is not limited to, support the development of an updated City Potable Water Master Plan. The City's most recent Potable Water Master Plan Update was developed in 2018 and needs to be updated to support proactive planning for infrastructure improvements and optimized operations and maintenance of the water distribution system. The primary goal of the project is to assist staff with developing proactive plans to support a reliable potable water supply delivery to its customers and accommodate future growth within the City; and

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

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

**Section 1.** The Agreement between the City and the Firm, in connection with Contract 24-D-00017 Potable Water System Master Plan, copies of which are attached hereto and made a part hereof, are authorized and approved in their 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 of Tampa.


**Section 3.** This Resolution provides funding in the total amount of \$1,500,000 for consultant services for the Potable Water System Master Plan for use by the Water Department within the Water Operations Fund.

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

**Section 5.** The proper officers of the City 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 DEC 19 2024

ATTEST:

  
CITY CLERK/DEPUTY CITY CLERK

  
CHAIRMAN/CHAIRMAN PRO-TEM CITY COUNCIL

APPROVED AS TO FORM:

E/S \_\_\_\_\_  
Justin R. Vaske  
SENIOR ASSISTANT CITY ATTORNEY

## **AGREEMENT FOR CONSULTANT SERVICES**

**THIS AGREEMENT** ("Agreement") made and entered into at Tampa, Florida, as of the \_\_\_\_ day of \_\_\_\_\_, 2024, which is the date Resolution No. \_\_\_\_\_ was adopted authorizing execution of this Agreement, by and between the CITY OF TAMPA, a municipal corporation of the State of Florida, ("CITY"), the address of which is 315 East Kennedy Boulevard, Tampa, Florida 33602, and Black & Veatch Corporation, a Delaware corporation authorized to do business in the State of Florida, ("FIRM"), the address of which is 1715 N. Westshore Blvd., Suite# 725, Tampa, Florida 33607.

### **WITNESSETH:**

**WHEREAS**, the CITY desires to engage the FIRM to perform certain professional services pertinent to such work which shall be referred to as Contract 24-D-00017 Potable Water System Master Plan ("PROJECT") in accordance with this Agreement; and

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

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

### **I. GENERAL SCOPE OF THIS AGREEMENT**

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

B. The scope of services to be provided is indicated in **Exhibit A** ("Services").

### **II. DATA AND SERVICES TO BE PROVIDED BY THE CITY**

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

### **III. PERIOD OF SERVICE**

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

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

#### **IV. GENERAL CONSIDERATIONS**

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

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

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

#### **V. COMPENSATION**

The CITY shall compensate the FIRM for the services performed with this Agreement a lump sum (by task) of \$1,500,000 to be billed in accordance with **Exhibit B**.

#### **VI. PAYMENT**

Payments shall be made upon presentation of the FIRM's approved invoice.

#### **VII. RECORDS**

Records for Personnel Expenses shall be kept on a generally recognized accounting basis and shall be available to the CITY or its authorized representative at mutually convenient times.

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

## **VIII. PERSONNEL**

The FIRM represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. All personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed for work under this Agreement. The FIRM further certifies that all of its employees assigned to serve the CITY have such knowledge and experience as required to perform the duties assigned to them. Any employee of the FIRM who, in the opinion of the CITY, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the certain professional engineering services under this Agreement.

## **IX. SUSPENSION, CANCELLATION OR ABANDONMENT**

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

Upon suspension, cancellation or abandonment hereof, FIRM shall immediately cease work hereunder and shall be compensated for its services rendered up to the time of such cancellation or termination on a quantum meruit basis; and the CITY shall have no further financial obligation to FIRM.

In the event the PROJECT is suspended, cancelled or abandoned, the FIRM shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the FIRM's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the CITY except that FIRM shall not be liable for such future use by the CITY.

## **X. TERMINATION**

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

Then the CITY may provide five (5) days written notice that the conduct of the FIRM is such that the interests of the CITY are likely to be impaired or prejudiced, stating the facts upon which the opinion is

based. Then the CITY may upon fifteen (15) days written notice, and at the end of the (15) days terminate this Agreement for cause (herein "Termination Date"). Upon that termination for cause, the FIRM shall be entitled to compensation for services properly and satisfactorily performed through the date of such termination for cause. In the event of such termination for cause, the FIRM shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date; however, FIRM shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date. All work accomplished by FIRM prior to the Termination Date shall be documented. In the event the project is terminated for cause pursuant to this Article, the FIRM shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the FIRM's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the CITY. Notwithstanding the above or any section herein to the contrary, FIRM shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by FIRM.

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

## **XI. INSURANCE**

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

## **XII. INTERESTS OF MEMBERS OF THE CITY**

No member of the governing body of the CITY and no other officer, employee, or agent of the CITY who exercise any functions or responsibilities in connection with the carrying out of the PROJECT to which this Agreement pertains shall have any personal interest, direct or indirect, in this Agreement.

## **XIII. INTEREST OF THE FIRM**

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

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

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

#### **XIV. COMPLIANCE WITH LAWS**

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

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

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

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

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

#### **XV. ASSIGNABILITY**

Neither party shall assign or transfer any interest in this Agreement without consent from the other party; provided, however, that the claim for money due or to become due the FIRM from the CITY under this Agreement may be assigned to a bank or other financial institution or to a Trustee in Bankruptcy. Notice of any such assignment shall be furnished promptly to the CITY.

## **XVI. EQUAL EMPLOYMENT**

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

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

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

## **XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM**

A. FIRM shall demonstrate good faith effort toward the utilization of City certified Women/ Minority Business Enterprise (W/MBE) and Small Local Business Enterprise (SLBE) subconsultants or suppliers.

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

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

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

## **XVIII. CITY CODE OF ETHICS**

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

## **XIX. NEGATION OF AGENT OR EMPLOYEE STATUS**

FIRM shall perform this Agreement as an independent consultant and nothing contained herein shall in any way be construed to constitute FIRM or the assistants of FIRM to be representative, agent,



subagent, or employee of CITY or any political subdivision of the State of Florida. FIRM certifies FIRM's understanding that CITY is not required to withhold any federal income tax, social security tax, state and local tax, to secure worker's compensation insurance or employer's liability insurance of any kind or to take any other action with respect to the insurance or taxes of FIRM and assistants of FIRM.

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

**XX. SEVERABILITY**

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

**XXI. CHOICE OF LAW**

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

**XXII. DESIGNATION OF FORUM**

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

**XXIII. AUTHORIZATION**

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

**XIV. ENTIRE AGREEMENT**

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

## **XXV. INDEMNIFICATION**

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

## **XXVI. ESTOPPEL/WAIVER**

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

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

## **XXVII. AUDIT REQUIREMENTS.**

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

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

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

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

## **XXVIII. DEFAULT**

A default shall consist of any use of Grant Funds for a purpose other than as authorized by this Agreement, noncompliance with any provision in all Articles herein, any material breach of the Agreement, failure to comply with the audit requirements as provided herein, or failure to expend Grant Funds in a timely or proper manner. A cancellation for default pursuant to this Article shall not

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

#### **XXIX. BUDGET APPROPRIATIONS**

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

#### **XXX. SCRUTINIZED COMPANIES**

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

#### **XXXI. PUBLIC RECORDS**

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

Exempt Plans are held by or otherwise in its possession. This section shall survive the expiration of earlier termination of this Agreement.

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

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

1. FIRM shall keep and maintain public records required by the CITY to perform the services under this Agreement;
2. Upon request by the CITY, provide the CITY with copies of the requested records, having redacted records in total or 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).

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

**FIRM:**

Black & Veatch Corporation

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

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

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

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

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

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

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

[SEAL]

**ATTEST:**

**CITY:**

City of Tampa, Florida

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

City Clerk/Deputy City Clerk

[SEAL]

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

Jane Castor, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
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.

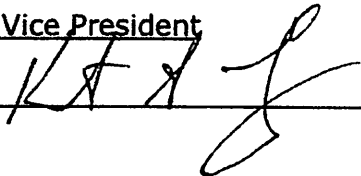
BLACK & VEATCH CORPORATION does not use coercion for labor or services as defined in this Section 787.06, F.S.

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

Printed Name: Kent A. Lackey

Title: Senior Vice President

Signature: \_\_\_\_\_

A handwritten signature in black ink, appearing to read 'K A Lackey', written over a horizontal line.

Date: 11/6/2024

## **Exhibit A – Scope of Services**

### **PROFESSIONAL ENGINEERING SERVICES FOR THE CITY OF TAMPA**

#### **POTABLE WATER SYSTEM MASTER PLAN**

**CONTRACT 24-D-00017**

**(Date: 14-November-2024)**

## **I. PROJECT DESCRIPTION**

The City of Tampa's (City) Water Department treats surface water from the Hillsborough River Reservoir and provides potable water supply to a population of approximately 725,000 people in the City's service area. The City's most recent Potable Water Master Plan Update was developed in 2015 and needs to be updated to support proactive planning for infrastructure improvements and optimized operations and maintenance of the water distribution system. The primary goal of the Potable Water System Master Plan (Project) is to assist staff with developing proactive plans to support a reliable potable water supply delivery to its customers and accommodate future growth within the City.

The City has selected Black & Veatch Corporation (Firm) to provide professional services to support the development of an updated City Potable Water Master Plan. The Firm's services provided under this Project will generally consist of the following:

- Population and water demand projections
- Updating and calibrating the existing hydraulic model
- Distribution system analysis for the existing system (2025) and planning years 2030, 2035, 2040, and 2045; considering hydraulic capacity and water quality
- Pumping and storage facility assessments regarding capacity
- Resiliency and reliability assessments of the water system
- Water quality evaluation

City of Tampa

*Black & Veatch Corporation*

Potable Water Master Plan



- Enhancing the risk-based pipeline prioritization framework for recommending pipeline replacement projects
- Capital Improvement Program planning support
- Documenting the Project in a Master Plan Report
- Training City Staff on the continued use and updating of the planning tools

The specific services to be performed by Firm are described in the remainder of this Scope of Services document.

## **II. SCOPE OF SERVICES**

The services to be provided by Firm are organized into the following tasks:

- Task 100: Project Management and Administration
- Task 200: Project Initiation
- Task 300: Population and Demand Projections
- Task 400: System Capacity, Operations and Resilience Assessments
- Task 500: Water Quality Assessments
- Task 600: Renewal and Replacement Assessments
- Task 700: America's Water Infrastructure Act Assessment Update
- Task 800: Capital Improvement Planning
- Task 900: Document Master Plan
- Task 1000: Training

### **Task 100: Project Management and Administration**

#### **Subtask 101 : Project Management and Administration**

Firm will perform general administrative duties associated with the Project, including project set-up, resource and sub-consultant management, progress monitoring, scheduling, QA/QC plan development and updating, general correspondence, office administration, and invoicing. Firm will use the City's E-Builder system to submit invoices.

Firm will maintain an accurate project documentation and project cost accounting system throughout the project to include the following:

- Maintain a project filing system throughout life of Project to use for storage and retrieval of Project documents.

- Prepare monthly progress reports and invoices for engineering services in a format acceptable to City. Progress reports will include a summary of work completed during the previous month.

Firm will update the project execution schedule based upon the notice to proceed (NTP) date authorized by the City and distribute the updated schedule at the project kick off meeting. The project schedule will identify the following information:

- Key project tasks and deliverables
- Critical dates for data submission and decisions by the City
- Meetings and workshops

Firm will review, update, and present to City updated project schedules at each monthly progress meeting. Each updated schedule will track original target completion dates.

#### **Subtask 102 : Quality Assurance/Quality Control (QA/QC)**

Firm will maintain continuous control over the quality of all its work efforts. This will include oversight and review by the lead technical engineer(s), project manager, senior technical staff and managerial staff. NOTE: most of the QA/QC hours are accounted for in the specific tasks and only the higher-level support is included in this task.

#### **Subtask 103 : Monthly Progress Meetings**

Firm shall conduct virtual monthly Progress Meetings with the City's Project Manager and core team throughout the duration of the Master Plan project.

#### **Deliverables:**

- Monthly progress reports with invoices
- Monthly progress meeting agendas and minutes
- Project Schedule updates

### **Task 200: Project Initiation**

#### **Subtask 201 : Project Kick Off Meeting**

Firm will schedule and facilitate a Project Kick Off Meeting. The meeting will be held in-person at City's offices. Three to four professionals from Firm have been budgeted to attend this in-person meeting. The objectives of the meeting include:

- Identify and meet key team members from the City and Firm
- Establish the project roles and communication channels
- Identify and discuss the project objectives and scope
- Review planned activities
- Review data provided by the City to date and identify additional requirements
- Distribute an updated Project schedule
- Conduct technical discussions to facilitate key project tasks

Firm will a) Prepare the Project Initiation Meeting agenda in advance and b) Prepare meeting minutes and distribute to meeting attendees after the meeting. Firm will also follow up on action items from the meeting.

### **Subtask 202 : Data Request & Collection**

A copy of the preliminary Data Request Log will be submitted prior to the Project Initiation Meeting. This request will be refined and resubmitted based on Project Initiation Meeting discussion. The status of data transmittals will be tracked by Firm until all available items are received. The Firm will review the data upon receipt and will work with the City until the available needed data have been collected.

Example data that may be requested for review are identified below.

- The current versions of the following existing documents:
  - The City's latest Capital Improvement Plan
  - Large subdivision plans
  - Existing water use and operating permits
  - Existing SCADA and system operational data
  - Geodatabase for the City's existing Geographic Information System (GIS)
  - Hydraulic models for City existing water distribution and reclaimed distribution
  - City water billing data

### **Deliverables:**

- Data Request Log
- Project Initiation Meeting - Agenda & Meeting Minutes

## **Task 300: Population and Demand Projections**

The Firm will review and summarize the population and demand data provided by the City and other appropriate sources. This is anticipated to include City SCADA data, City production division monthly operating reports, City potable and reclaimed meter consumption data including interconnects, City water audit documentation, City monthly non-revenue water reports, City Exhibit K documents, City 2015 Potable Water Master Plan, City annual WUP reports, City water service commitment letters, SWFWMD RWSPs, TBW Demand Forecasts, draft TBW 2045 System Analysis Update, City GIS databases for service and main break locations, City traffic analysis zone data, SWFWMD data and population projects, and Planning Commission population data and projections. The summary will culminate with the creation of demand projection figures/maps illustrating the location of the projected demands.

### **Subtask 301 : Historic Population Estimates**

The Firm will review data from the City's previous planning documents, current planning documents, and population estimates from the 2020 US Census and Bureau of Economic and Business Research (BEBR) for the last 10 years building upon the information in the last Master Plans to determine the historic population and demographics.

### **Subtask 302 : Historic Demand Use and Patterns**

Water Production Data: Firm will review available water production records and system operating logs to determine historical average day demand (ADD), maximum month demand (MMD), maximum day demand (MDD), and peak hour demand (PHD) ratios for the entire system for the last 20 years depending on the availability of data.

Historic Customer Demand Data (Per Capita/Account Demands): Firm will review 20 years of metered water sales records, as available, to determine historic ADD and MMD per capita.

Non-Revenue Water (NRW): Firm will calculate historic NRW from the production and customer consumption data as well as any NRW reports prepared by the City. These estimates will be compared to the approach and historic results from the City.

Peaking Factors: Firm will calculate the demand peaking factor ratios (MMD:ADD, MDD:MMD, MDD:ADD, PHD:MDD, and PHD:ADD). Those peaking factors will be used to peak system demands from ADD to MDD.

**Diurnal Demand Patterns:** Firm will use 5-minute archived SCADA data for flow and tank level data from SCADA and/or other system operational records collected by the City. The data will be analyzed to calculate diurnal demand patterns for the system under the calibration period, MDD and ADD system demand conditions to be used during system capacity analyses and water quality/age simulations, respectively.

### **Subtask 303 : Population and Demand Projections**

The Firm will use information available from the City's Planning Department, SWFWMD, Tampa Bay Water (TBW), Hillsborough County Traffic Analysis Zones (TAZs) and BEBR to estimate the population projection for the planning years. The Firm will work with the City to compare any differences between the sources of data and select population estimates to be used for the demand projections. The Firm will then apply the per capita demands and NRW water allocation to calculate the projected water demands for the planning years. The Firm will develop population estimates within the City's service area for the existing (base, 2025) year and population projections through year 2045 including the interim years 2030, 2035, 2040, and 2045.

### **Subtask 304 : Spatial Distribution of System Demands**

The Firm will use the demand projections and the population/parcel shapefiles created by SWFWMD to create figures illustrating the spatial allocation of the future demands. The City's service and main breaks GIS databases will be reviewed in conjunction with the City's water audit results to prepare this system map. Firm will prepare and submit to the City a system map for the base year of 2025 and each planning year summarizing the spatial distribution of projected potable water demand. These figures, once approved by the City, will be the basis for allocating projected future demand to the hydraulic model and the distribution system capacity assessment.

### **Subtask 305 : Demand Projection Workshop**

A workshop will be conducted by Firm with the City to review the population projections and spatial allocation of demands. This workshop will be conducted at the City's offices. Three professionals from Firm have been budgeted to attend this in-person meeting.

### **Subtask 306 : Population and Demand Projections Technical Memorandum**

Firm will prepare and submit a Draft Population and Demand Projections Technical Memorandum for review and comment. Firm will address City comments and submit a Final Population and Demand Projections Technical Memorandum.

#### **Deliverables:**

- Population/Demand Growth Projection Figures including ESRI shapefiles reflecting relative distribution of demand increase projections (up to 2045)
- Population and Demand Projections Workshop – Agenda and Meeting Minutes
- Population and Demand Projections Technical Memorandum - Draft and Final

### **Task 400: System Capacity, Operations and Resilience Assessments**

#### **Subtask 401 : Update and Calibrate Potable Water System Hydraulic Model**

The City's existing water distribution system model is an "all-pipes" model. New demand allocations, new or abandoned water mains updates, updates to the high service pump station, and recalibration by Firm will be necessary. The following tasks will be completed by Firm as part of this effort:

##### ***Hydraulic Model Updates***

Demand Allocations: Firm will update the existing model system demands based on the 2023/24 meter data, spatial distribution of NRW percentages, and peaking factors determined as part of Task 300 - Population and Demand Projections.

Water Main Updates: Firm will update the existing model to reflect the addition of new water mains installed before calibration. Short-term (within the next 2 to 3 years) additions or removals to the distribution system will be updated in the model after calibration to reflect a "Base" model but will not be included for calibration.

Pump Stations: Firm will update the existing model to reflect the new high service pump station design and operational controls.

Remote Tank and Pump Controls: Firm will update the model to include remote storage tank volumes, pumps, and valves controls.

**Calibration Diurnal Demand Patterns:** Firm will use 5-minute flow and tank level data from SCADA, and/or other system operational records collected by the City, to create a diurnal demand pattern tool for calculating the diurnal patterns for each pressure zone.

### ***Hydraulic Model Calibration***

**Water Model Calibration Plan:** The water model calibration will include a steady state calibration utilizing field gathered hydrant flow test information, and a 24-hour extended period simulation (EPS) calibration utilizing SCADA and pressure logger data. The Firm will prepare a Water Model Calibration Plan for the City and Firm to follow which includes identification of needed system operations data, coordination for the deployment of temporary pressure loggers within the pressure zones, a hydrant flow field testing plan, calibration goals, and timing/duration of data collection. The model calibration plan will also identify new strategic pressure monitoring locations.

It is assumed that the City will provide most of the necessary system monitoring equipment, however, the City will also have access to the 10 Black & Veatch-owned Telog pressure loggers. The City will be responsible for installing the pressure logging equipment and collecting the required system data. If feasible, the City will download the pressure data weekly to mitigate any potential malfunctions before the testing period is complete. Field pressure data collection performed by the City will be limited to data from City owned pressure loggers and the 10 Black & Veatch pressure loggers. Hydrant flow field testing will be completed over a period of days, the Firm will provide 2 field personnel for the duration of the testing period. The City will provide additional field personnel as appropriate to operate hydrants and assist with collection of field flow test data. The remaining field data shall be limited to the data available from SCADA.

Firm will compile and use the data for steady state and EPS hydraulic model calibration. Anticipated data sources include:

- 28 permanent pressure loggers
- 10 City-owned temporary pressure loggers
- 10 Black & Veatch temporary pressure loggers (\$700 rental fee (total))
- 30 hydrant flow test locations
- SCADA tags for tank level, flows, pump station, valve positions, etc.

**Steady State Water Model Calibration:** The hydraulic model will be calibrated using the hydrant flow test data gathered from the field testing activity. The Firm will perform individual steady state model simulations for each of the 30 hydrant capacity tests in the field testing program to compare model simulated results to the field test results.

For areas where the model simulated results do not match the field test results, additional investigation may be necessary to determine open/closed system valves or other system anomalies that may be present. Model parameters may also be adjusted if/as needed to achieve reasonable agreement between model predicted results and the actual field test results. If any model calibration points do not meet the model calibration goals agreed to in the Water Model Calibration Plan, appropriate explanations for these discrepancies will be documented. If appropriate, recommendations for additional field testing/monitoring will be provided to the City.

EPS Water Model Calibration: The hydraulic model will be calibrated using a 24-hour extended period simulation (EPS) with 5-minute increments. The model results will be compared to the field data, and appropriate adjustments to model input parameters will be made so that the model simulates actual system conditions within the accuracy tolerance agreed to in the Water Model Calibration Plan. The 24-hour calibration period will be limited to the availability and time of the field data collection. If any model calibration points do not meet model calibration goals, appropriate explanations for these discrepancies will be documented. If appropriate, recommendations for additional field testing/monitoring will be provided to the City.

Water Model Calibration Workshop: Firm will conduct a workshop with the City to present, discuss, and agree on the calibration results. Three to four professionals from Firm have been budgeted to attend this in-person meeting. Firm will a) Prepare the meeting agenda in advance and b) Prepare meeting minutes and distribute to meeting attendees. Firm will also follow up on action points from the meeting.

Model Calibration Technical Memorandum: Firm will prepare a draft technical memorandum to document the calibration process, field data to initial model output data comparisons, changes made to better correlate the model results with the field data and field data to final model output data comparisons for review and comment by City's staff. Firm will finalize the draft technical memorandum addressing questions and incorporating the resolution of City comments.

#### **Subtask 402 : Update and Calibrate Reclaimed Water System Hydraulic Model**

Reclaimed Demand Allocations: The Firm will update the existing reclaimed model system demands based on 2023/24 meter data, usage agreements, or other available data.

Reclaimed Model Calibration Plan: The Firm will prepare a Reclaimed Model Calibration Plan for the City and Firm to follow which includes identification of needed system



operations data, coordination for the deployment of temporary pressure loggers and timing/duration of data collection. The model calibration plan will also identify new strategic pressure monitoring locations.

It is assumed that the City will provide the necessary system monitoring equipment. The City will be responsible for installing the equipment and collecting the required system data. Field data collection performed by the City will be limited to data from City owned pressure loggers. The remaining field data shall be limited to the data available from SCADA.

**Reclaimed Model Hydraulic Calibration:** The reclaimed hydraulic model will be calibrated using a 24-hour EPS with 5-minute increments. The model results will be compared to the field data, and appropriate adjustments to model input parameters will be made so that the model simulates actual system conditions within the accuracy tolerance agreed to in the Reclaimed Model Calibration Plan. The 24-hour calibration period will be limited to the availability and time of the field data collection. If any model calibration points do not meet model calibration goals, appropriate explanations for these discrepancies will be documented. If appropriate, recommendations for additional field testing/monitoring will be provided to the City.

**Reclaimed Model Calibration Technical Memorandum:** Firm will prepare a draft technical memorandum to document the calibration process, field data to initial model output data comparisons, changes made to better correlate the model results with the field data and field data to final model output data comparisons for review and comment by City's staff. Firm will finalize the draft technical memorandum addressing questions and incorporating the resolution of City comments.

#### **Subtask 403 : Reclaimed System Main Sizing**

Using the calibrated reclaimed hydraulic model, Firm will perform a hydraulic system analysis to evaluate sizing infrastructure and the system pressures to expand the reclaimed under PHD conditions for planning year 2045. The Firm will work with the City to identify up to ten locations to evaluate for potential reclaimed expansion areas.

#### **Subtask 404 : Potable Water Supply, Storage and Pumping Facilities Capacity Assessment**

Firm will conduct a spreadsheet capacity assessment of the potable water supply, storage, and pumping capacities for the base year and each planning year to evaluate the adequacy of existing facilities and to identify any deficiencies in capacity based on the performance criteria. Additional assessments will be completed to identify any supply, storage or pumping capacity insufficiencies due to hydraulic limitations in the distribution system.

#### **Subtask 405 : Point of Connection Investigation**

Firm will investigate up to four locations for a potential future point of connection (POC) with Tampa Bay Water. The feasibility of the POC will be based on hydraulic performance and water quality compatibility. The Firm will work closely with the City, Tampa Bay Water and Hillsborough County to investigate the potential options. If a new POC is identified the City may elect to use that in the following system analyses.

#### **Subtask 406 : Distribution System Capacity Assessments**

Using the calibrated water hydraulic model, Firm will perform a hydraulic system analysis to evaluate the distribution system performance, identifying potential improvements under MDD conditions using 24-hour EPS for the base year and each planning year as well as a peak hour demand (PHD) and average day demand (ADD) using steady state conditions for the base year. For the purposes of the system analysis, MDD and PHD scenarios will include the aquifer storage and recovery (ASR) demands. The EPS analyses will encompass the PHD and storage replenishment conditions within the MDD scenario and will also include analysis to identify existing pipes which may not be needed for the base year and each planning year.

List of Scenarios:

- EPS: ADD and MDD (inclusive of PHD) for 2025 (base), 2030, 2035, 2040, and 2045.
- Steady-State: ADD, MDD, PHD for 2025 (base), 2030, 2035, 2040, and 2045.

Firm will evaluate the City's current CIP plan recommendations and assess whether planned CIP projects are still needed and recommended through planning years 2030, 2035, 2040 and 2045.

The system analyses will evaluate the effectiveness and adequacy of the distribution system to meet the level of service criteria established in conjunction with the City during

the 2015 Master Plan. It is assumed that the water supply from the David L. Tippin Water Treatment Facility (DLTWTF) will be the first water resource used and will be supplemented by Tampa Bay Water at the POC at the Morris Bridge Repump Station, or newly identified POC, once the DLTWTF source has reached maximum capacity. The average day capacity of the DLTWTF is 82 million gallons per day (mgd) and 120 mgd during maximum day conditions.

#### **Subtask 407 : Distribution System Fire Flow Capacity Assessments**

Using the calibrated hydraulic model, Firm will perform hydraulic analyses to evaluate the distribution system performance and identify potential improvements under MDD plus fire flow (FF) conditions using a steady state (SS) simulation for the planning years 2025 and 2045. The system analyses will evaluate the effectiveness and adequacy of the distribution system to meet the fire flow level of service criteria established in conjunction with the City.

#### **Subtask 408 : Water System Resilience and Reliability Evaluation**

Firm will assess the distribution system's ability to meet customer demands during scenarios where critical facilities and pipelines are out of service. The assessments will include the use of emergency interconnects with neighboring utilities to meet "emergency scenario" conditions. Firm will work with the City to identify up to eight emergency scenarios to evaluate. The emergency scenarios may include outages of the DLTWTF, the City's water supply interconnect from TBW, repump facilities and major water main breaks. Improvements to maintain minimum level of service conditions during potential emergency outage scenarios will be developed and evaluated for planning years 2025 and 2045.

#### **Subtask 409 : Real-Time Data Acquisition**

Real-Time Data Roadmap: Firm will evaluate options for incorporating Real-Time Data including SCADA Connections and Security into the water hydraulic model. Based on available data, the Firm will prepare a "roadmap" technical memorandum of potential options for including real-time data, which may include Advanced Metering Infrastructure (AMI). Firm will prepare and submit a Draft Real-Time Data Roadmap Technical Memorandum for review and comment. Firm will address City comments and submit a Final Real-Time Data Roadmap Technical Memorandum.

**Power BI Dashboards:** Firm will evaluate options for incorporating Real-Time Data including SCADA Connections and Security into MS Power BI Dashboards to support the mission, vision and goals of the Water Department. This effort will include brainstorming useful dashboards, reviewing dashboards from other utilities and preparing up to 5 pages of dashboard for the City's use. These dashboards will be built using static data on the Firm's servers but be available for the City's viewing. Transferring the dashboards to the City's servers and connecting the "live" data is not included in this scope of services.

#### **Subtask 410 : Distribution System Recommended Improvements Workshop**

Firm will conduct a workshop with the City to review the draft recommended distribution system improvements in preparation for the draft Distribution System Assessment and Improvements Technical Memorandum.

#### **Subtask 411 : Distribution System Assessment and Improvements Technical Memorandum**

Firm will prepare and submit a Draft Distribution System Assessment and Improvements Technical Memorandum for review and comment. Firm will address City comments and submit a Final Distribution System Improvements Technical Memorandum.

#### **Subtask 412 : User's Model**

Firm will prepare a Water System User's Model for City use. The User's Model will include two sets of overall scenarios, full system model and a skeleton model. The skeleton model will only include the transmission mains and required smaller diameter mains as needed to connect the transmission mains. This will allow the City to evaluate the flow of water through the system at faster processing speeds.

The Parent Scenarios for each planning year, 2025 2030, 2035, 2040 and 2045, and Child Scenarios for EPS and Steady-State simulations covering ADD, MDD and PHD under each Parent Scenario.

#### **Deliverables:**

- Water Model Calibration Plan
- Water Model Calibration Technical Memorandum – Draft and Final
- Calibrated Water Hydraulic Model (incl. "Users Skeleton" model)
- Reclaimed Water Model Calibration Plan
- Reclaimed Water Model Calibration Technical Memorandum – Draft and Final

- Calibrated Reclaimed Water Hydraulic Model
- Distribution System Assessment Workshop - Agenda and Meeting Minutes
- Distribution System Assessment Technical Memorandum – Draft and Final

## **Task 500: Water Quality Assessments**

### **Subtask 501 : Field Sampling**

Field data collection will be focused on data required for the calibration of the water quality model. The Firm will coordinate with the City to identify locations for field sampling and bulk decay testing. The City will be responsible for the collection and testing of the field samples.

### **Subtask 502 : Water Quality Evaluation**

Source Water Quality Assessment: Firm will review water quality information from the source water supply sources treated by the City and delivered to the City from its regional wholesale water supplier (Tampa Bay Water), and document the average, minimum and maximum ranges for key water quality analytes based on the range of source water blends of groundwater sources, surface water and desalinated seawater that the City receives at its point of connection with Tampa Bay Water. Results of this analysis will also include the water quality analytes at the DLTWTF. Information regarding the estimated frequency of the variations in the key water quality analytes will also be defined.

Firm will also review the recommended treatment updates to the DLTWTF with respect to the impacts of the treatment change on the distribution system water quality.

Water Quality Improvements: Firm will make recommendations to improve water quality within the distribution system including but not limited to chemical trim at the Repump Stations and POCs, looping, and system operational changes.

### **Subtask 503 : Water Quality Recommended Improvements Workshop**

Firm will conduct a workshop with the City to review the draft recommended water quality improvements in preparation for the draft Water Quality Technical Memorandum.

#### **Subtask 504 : Water Quality Technical Memorandum**

Firm will prepare and submit a Draft Water Quality Technical Memorandum for review and comment. Firm will address City comments and submit a Final Water Quality Technical Memorandum.

##### **Deliverables:**

- Water Quality Recommended Improvements Workshop - Agenda and Meeting Minutes
- Water Quality Technical Memorandums – Draft and Final

#### **Task 600: Renewal and Replacement Assessments**

##### **Subtask 601 : Asset Management Software Evaluation and Technical Memorandum**

Firm will conduct a meeting with City Water Department and Information Technology staff to identify the planned users, objectives, and limitations (including security requirements) of desired asset management software.

Firm will identify software solutions meeting City goals and requirements and will prepare a shortlist of the identified available industry proven software, including references and licensing costs. Upon review of the shortlist of recommended software options by City staff, Firm will coordinate and facilitate vendor presentations for the top two (2) preferred software packages.

Based on the results of the vendor presentations and City feedback, Firm will prepare and submit a Draft Asset Management Software Evaluation Technical Memorandum for review and comment. Firm will address City comments and submit a Final Asset Management Software Evaluation Technical Memorandum.

##### **Subtask 602 : Data Analysis**

Firm will upload GIS pipeline data obtained during the data collection process (Subtask 202) into the selected asset management software and identify assets with missing or anomalous data attributes. Using an artificial intelligence-based inference tool, Firm will perform a data gap closure analysis and document the results of the inferred data. Firm will review data inferences with City including engineering and operations team members. It is anticipated that up to three (3) virtual data review meetings may be required to ensure complete data gap closure activities.

Firm will review the water main break database provided by City, parse data for human caused events (e.g., contractor excavation impacts), and remove from the prediction dataset to be used in the likelihood of failure analysis. Firm will review additional recommended failure related datasets such as soil corrosivity or operation pressures for system-wide coverage and inclusion in failure analysis.

### **Subtask 603 : Risk-Based Prioritization Framework Workshop**

Firm will prepare materials and conduct a Risk-Based Prioritization Framework Workshop with City staff. The workshop will include discussions of commonly employed risk framework, previously implemented consequence and likelihood of failure categories for each asset class, and City operations and priorities. Firm will submit an initial prioritization framework based on the workshop discussion to the City for review and comment.

### **Subtask 604 : Likelihood of Failure Analysis**

Pipeline Likelihood of Failure: Firm will conduct a likelihood of failure analysis for pipeline, pump station and storage facility asset classes. The pipeline analysis will include an artificial intelligence (AI) based water main break prediction software. Data from Subtask 602 will be analyzed to ensure utility specific data and predictions. City water main failure data will be used to train the AI engine prior to running failure simulations. The break prediction assessment will determine an annual percent-based likelihood of failure, which will be reviewed for each Master Plan planning period.

Pump Station Likelihood of Failure: The pump station analysis will include the data collected in Subtask 607 through the visual condition assessment. This data, coupled with expected useful life data for various assets will be used to determine overall likelihood of failure. Storage facilities will be evaluated based only on previously completed City condition assessment reports, which are to be completed every 5 years. The previous four (4) inspections will be requested and reviewed by the Firm.

### **Subtask 605 : Consequence of Failure Analysis**

Firm will conduct a consequence of failure analysis for pipeline, pump station and storage facility asset classes. The consequence of failure analysis will include the criteria determined during Subtask 603 and is anticipated to include up to eight (8) criteria per asset class. The consequence of failure analysis will be initially completed based on the criteria approved from the preliminary risk-based prioritization framework workshop. These results will be presented at the Risk Prioritization Results Workshop (Subtask 606).

The consequence of failure analysis will be modified and reviewed further based on the final prioritization framework. These results will be presented in the Renewal and Replacement Technical Memorandum.

#### **Subtask 606 : Risk Prioritization Results Workshop**

Upon the initial completion of the likelihood of failure analysis (Subtask 604) and consequence of failure analysis (Subtask 605), Firm will prepare service area figures and tables demonstrating the results based on the preliminary risk prioritization framework.

Firm will conduct a Risk Prioritization Results workshop with City staff to review the effectiveness of the preliminary framework in capturing priority areas within the City and creating a priority distribution which can be used to properly plan capital projects. A final prioritization framework based on the workshop will be submitted to the City for review and comment. Upon acceptance of the final framework, the likelihood of failure analysis (Subtask 604) and consequence of failure analysis (Subtask 605) will be finalized.

#### **Subtask 607 : Repump Stations Condition Assessment**

Firm will conduct a visual condition assessment of the five (5) repump stations. The results of the assessments will be used to score each asset class to conduct likelihood of failure analysis. The likelihood of failure analysis results scores and condition assessment reports will be included submitted to the City as part of Subtask 609.

#### **Subtask 608 : Renewal and Replacement Recommendations Workshop**

Firm will conduct a Renewal and Replacement Workshop with the City to review the draft recommended renewal and replacement improvements in preparation for the draft Renewal and Replacement Technical Memorandum.

#### **Subtask 609 : Renewal and Replacement Technical Memorandum**

Firm will prepare a draft technical memorandum summarizing the existing system, data collection, the risk prioritization framework, overview of the likelihood and consequence of failure analysis and results of the risk-based prioritization. Imagery will be included in the technical memorandum for easier visual interpretation of results. A database of the system-wide results will also be included in the deliverable.

Upon completion of the Renewal and Replacement Technical Memorandum Workshop (Subtask 608), Firm will revise the draft technical memorandum in accordance with the



results of the workshop. Firm will address City comments and submit a Final Renewal and Replacement Technical Memorandum.

#### **Subtask 610 : Renewal and Replacement Recommendations Workshop**

Firm will conduct a Renewal and Replacement Workshop with the City to review the draft recommended renewal and replacement improvements in preparation for the draft Renewal and Replacement Technical Memorandum.

#### **Deliverables:**

- Risk-based Prioritization Framework Workshop - Agenda and Meeting Minutes
- Risk Prioritization Results Workshop - Agenda and Meeting Minutes
- Renewal and Replacement Recommendations Workshop - Agenda and Meeting Minutes
- Renewal and Replacement Technical Memorandum – Draft and Final

#### **Task 700: America’s Water Infrastructure Act Assessment Update**

This task will include an update of the City’s Risk and Resilience Assessment (RRA) completed in 2020 in response to the America’s Water Infrastructure Act of 2018 (AWIA) requirements.

#### **Subtask 701 : Hazard Assessment**

Asset Characterization: Firm will review the 2020 inventory list of critical assets and determine if any additional asset should be included in the assessment. The asset categories are identified by the Environmental Protection Agency (EPA) in the Malevolent Acts for Community Water Systems Guideline. Per the AWWA J100 definition of critical assets, assets ‘whose absence or unavailability would significantly degrade the ability of the utility to carry out its mission or would have unacceptable financial or political consequences for the owner or the community’ will be identified as ‘critical assets’ and included in the critical assets inventory.

Threat Characterization: The Firm will review the 2020 threat list and determine if any additional threats should be added to the list of applicable potential threats to City’s water system assets. Research will include AWWA J100 reference hazards, EPA Baseline Information on Malevolent Acts for Community Water Systems, cyber threats, review of past disruptive events, and discussions with local/regional law enforcement if needed. For

the purpose of satisfying AWIA compliance, this assessment will include up to a maximum of ten (10) threats (malevolent acts and natural hazards).

The Firm will characterize and score each threat with a preliminary score of 1 to 5 with respect to the impact to City assets and the likelihood of occurrence (1 = low impact/likelihood; 5 = high impact/likelihood). A draft threat inventory will be submitted to the City for review prior to the Threat Characterization Workshop. Specific threat categories are identified by the EPA in the Baseline Information on Malevolent Acts for Community Water Systems Guideline.

**Threat Characterization Workshop:** The Firm will plan and facilitate a one (1) hour virtual Threat Characterization Workshop to review and prioritize identified threats. The purpose of the workshop will be to confirm the specific threats to be included in the RRA and identify which critical assets would potentially be impacted by each selected threat. This will allow determination of threat-asset pairs to be included in the subsequent stages of the RRA. Following the workshop, Firm will prepare meeting minutes to document specific threats and threat-asset pairs to be included in the assessment. Based on the size of the City's water system and applicable threats, it is anticipated that no more than 100 threat-asset pairs will be included in the RRA.

#### **Subtask 702 : Cybersecurity Evaluation**

The purpose of this subtask is to ensure the City is meeting AWIA RRA requirements.

The Firm will facilitate a cybersecurity assessment of the City's Operational Technology (OT) networks and systems. This task does not include Information Technology (IT) networks and systems but those can be added upon request and facilitated using the NIST Cyber Security Framework 2.0. The definitions of IT and OT are included below for clarification.

**Information Technology (IT)** - Software applications, systems, and network infrastructure that support information processing, data management, and general office computing needs. Examples include Advanced Meter Infrastructure (AMI), Geographic Information Systems (GIS), Laboratory Information Systems (LIMS), accounting, human resources, internet access, email, office Wi-Fi, etc.

**Operational Technology (OT)** - Software applications, systems, and network infrastructure that support the monitoring and control of critical infrastructure assets (i.e. water treatment, water distribution) in process control systems and

supervisory control and data acquisition (SCADA) systems. Examples include human machine interfaces (HMIs), historians, operator interface terminals (OITs), programmable logic controllers (PLCs), remote terminal units (RTUs), industrial Ethernet switches, etc.

At the beginning of this task, Firm will request and review OT information provided by the City to make subsequent work more efficient and effective.

**Network Diagram:** Prior to facilitating the cybersecurity assessment, the Firm will work collaboratively with the City's OT subject matter experts to review or create the basic network diagram to illustrate how existing SCADA and non-SCADA "Zones" (i.e. networks, subnets) are interconnected and how existing "Conduit" devices (e.g. firewalls, routers, Layer-3 switches) filter traffic between these networks. The drawing will be generally based on the Purdue Model as referenced in ISA/IEC 62443 and a variety of water sector-specific cybersecurity guidance documents from the Environmental Protection Agency (EPA), American Water Works Association (AWWA), WaterISAC, and Cybersecurity & Infrastructure Security Agency (CISA). This drawing will be a high-level summary of the various networks, but not the network devices and endpoints in those networks unless they are deemed relevant to network segmentation and network boundary protection. It is assumed that the City's OT Subject Matter Expert(s) will provide existing SCADA network drawings and other documentation to be used in the development of the network diagram prior to the workshop.

**Network Diagram Workshop:** The Firm will facilitate one (1) two-hour virtual workshop with the City's technical staff (e.g. IT/OT networking, SCADA support, etc.) and others wishing to attend to document the relevant networks, connecting devices, and high-level network boundary data flow.

**Cybersecurity Assessment Workshop:** The Firm will facilitate two (2) four-hour virtual workshops to assist the City with the completion of the EPA Water Cybersecurity Assessment Tool (WCAT). The WCAT is a Microsoft Excel spreadsheet with 33 cybersecurity questions organized into 8 categories including Account Security, Device Security, Data Security, Governance and Training, Vulnerability Management, Supply Chain and Third Party, Response and Recovery, and Other. The WCAT also includes a technical guidance document that will be used for preparation and referenced in the workshop, as needed for clarification.

The WCAT was originally developed by the EPA for assessing public water systems (PWS) but has been revised to accommodate wastewater systems too. The WCAT is also based on the Cybersecurity & Infrastructure Security Agency (CISA) Cross-Sector Cybersecurity Performance Goals which applies to all critical infrastructure. Therefore, the WCAT will be used in this project for assessing cybersecurity of the City's water SCADA systems.

With only 33 cybersecurity questions, the WCAT is considered a basic assessment with a low level of cybersecurity risk reduction compared to many other more complicated cybersecurity assessment options (e.g. NIST SP800-53, NIST SP800-82, ISA/IEC 62443, AWWA Cybersecurity Risk Assessment Tool, etc.). Options for higher levels of cybersecurity risk reduction are available if so desired, but not included in this task.

### **Subtask 703 : AWIA Risk and Resilience Assessment**

Firm will follow the same requirements from the 2020 AWIA compliance efforts and the requirements in the AWWA J100 Standard for Risk and Resilience Management of Water and Wastewater. The results of the cybersecurity assessments will be included with the risk and resilience assessments below.

**Consequence Analysis:** The Firm will analyze the City's ability to provide safe water service when a threat or hazard occurs and quantify impacts to the City, duration and severity of service denial for customers, loss of life and injuries on a 1 to 5 scale. The Firm will conduct a 3-hour interview workshop with the City and review the available reports and studies provided by the City. Based on the results of the workshop, the Firm will assign a consequence score to each asset or threat-asset pair. The Firm will begin with the 2020 Consequence scores and adjust for any new factors or assets.

**Vulnerability Analysis:** The Firm will analyze what vulnerabilities exist that would allow a threat or hazard to result in the consequences identified in the above task and that would potentially cause a disruption to the City's system. The Vulnerability Analysis task will include the analysis of the ability of each critical asset and its protective systems to resist and withstand each specified threat.

The Firm will begin with the 2020 vulnerability scores and adjust for any new factors or threats. Based on the results from the Vulnerability Analysis the Firm will assign a vulnerability score to each threat-asset.

**Physical Security Assessment:** Firm will perform a Physical Security Analysis that will include an assessment of vulnerabilities related to each physical security hazard identified

in the Threat Characterization Task. The Firm will review available threat information and conduct a site assessment of each of the physical critical assets such as the water treatment plant and repump stations.

The Firm will conduct the four (4) hour workshop to gain consensus from the City on the vulnerability scores for each Physical Security hazard identified in the Threat Characterization Task. During the workshop, the Firm will present to the City the results of the site visit for consideration and seek additional input on the existing controls in place, such as building safety protocol, cameras and access control. The Firm will conduct the four (4) hour workshop to gain consensus from the City on the vulnerability scores for each Physical Security hazard identified in the Threat Characterization Task.

**Threat Analysis:** The Firm will perform a Threat Analysis, also known as a threat likelihood analysis, of potential hazards identified from Task 701. The threat analysis will be based on AWWA J100 Risk and Resilience Management of Water and Wastewater Systems methodology, the EPA's Baseline Information on Malevolent Acts for Community Water Systems Guideline and use a five-point scale. The likelihood of natural hazards, specifically, will be based on the AWWA J100 standard and available data from National Oceanic and Atmospheric Administration (NOAA), United States Geological Survey (USGS), etc.; the available sources will vary depending on the threats selected.

**Risk and Resilience Analysis:** The Firm will conduct a Risk and Resilience Analysis that will include a system-wide risk evaluation by calculating the risk and resilience scores for each threat-asset pair based on the Consequence, Vulnerability and Threat Analyses. Risk and Resilience scores will be calculated using the following AWWA J100 standard formulas.

#### **Subtask 704 : Risk and Resilience Assessment Technical Memorandum**

Firm will prepare a draft and final Risk and Resilience Assessment Memorandum. The Risk and Resilience Assessment Memorandum will summarize the risk assessment performed and the resulting baseline risk level. The Firm will incorporate comments from the City and update the Risk and Resilience Assessment Technical Memorandum to address these comments. An electronic copy of the draft and final technical memorandum will be provided.

#### **Deliverables:**

- Threat Characterization Workshop - Agenda and Meeting Minutes
- Physical Security (Malevolent Act) Workshop - Agenda and Meeting Minutes

- Cybersecurity (Malevolent Act) Workshop - Agenda and Meeting Minutes
- A network diagram drawing file (as described above) created using Microsoft Visio and also a printed PDF document of this drawing.
- Consequence, Vulnerability and Threat scores for the selected threat-asset pairs (Excel)
- Risk and Resilience Assessment Technical Memorandum – Draft and Final

## **Task 800: Capital Improvement Planning**

### **Subtask 801 : Opinions of Probable Project Costs**

Firm will prepare unit cost information and assumptions for the variety of types of improvements that will be identified as part of the potable and reclaimed water system master planning efforts. City to provide Firm with all current water construction bids for the past three (3) years. Firm will fill any gaps in construction bid data with information from other Florida utilities and data from the Firm's cost estimating department. This unit cost information shall be used to develop planning-level opinions of probable construction costs including both capital and operation and maintenance (O&M) costs.

The Firm will develop an Integrated Capital Improvement Project (BV iCIP™) cost estimating MS Excel spreadsheet tool to assist with prioritization and management of the City's CIP project costs. The unit cost information shall be added to the BV iCIP™ Cost Estimating Tool to support the calculation and organization of CIP project costs.

### **Subtask 802 : CIP Project Prioritization and Scheduling**

Firm will define an initial prioritization and implementation schedule for the recommended potable and reclaimed water CIP projects. Firm will develop a draft 5-year implementation schedule for potable and reclaimed improvements that are recommended between fiscal years 2026 and 2031 including two areas that the City is interested in expanding its reclaimed service. The implementation schedule shall consider financial constraints and other prioritization criteria and goals defined with the City including reviewing and, where appropriate, aligning with other City departments' CIP schedules. Project costs shall be applied at the appropriate time in the implementation schedule, and total annual capital costs and O&M costs shall be determined for fiscal years 2026 to 2031. Firm shall also identify CIP projects that are recommended for implementation in 5-year increments between fiscal years 2032 and 2045.

Firm shall use the BV iCIP™ Cost Estimating Tool to support the organization, prioritization and scheduling of the CIP projects. The BV iCIP™ Cost Estimating Tool shall maintain a record of the project ID, size, location, description and other project information, including projects costs and schedules. The BV iCIP™ Cost Estimating Tool with the final CIP projects shall be delivered to City at the end of the project for its use in updating and maintaining its CIP into the future.

### **Subtask 803 : Project Validation and Prioritization Workshop**

Firm will conduct a workshop with the City's staff to review the projects list. The justification for each project will be reviewed and discussed, as well as the priority ranking for each project as compared to previously identified evaluation criteria. Opinions of probable project cost and the proposed implementation schedule will also be reviewed. Firm will prepare an agenda before the workshop and prepare meeting minutes to distribute to meeting attendees after the workshop.

#### **Deliverables:**

- Opinions of Probable Cost tables for improvement projects
- Prioritized CIP projects in shapefile or geodatabase format
- Integrated Capital Improvement Project (BV iCIP™) Cost Estimating Tool
- Project Validation and Prioritization Workshop - Agenda & Meeting Minutes

## **Task 900: Document Master Plan**

### **Subtask 901 : Draft Report**

Firm will document the Water Master Plan project in a draft report. The report will incorporate the final versions of the various technical memoranda prepared and document outcomes of the various workshops during previous tasks. The report will describe the evaluations performed and the resulting recommendations. The report will provide year by year recommendations for system and facility improvements between 2026 and 2031; and also define longer term improvements recommended through 2045. System maps and figures to support the recommendations and summarize the proposed improvements will be provided. One (1) hard copy and one (1) electronic copy of the draft Water Master Plan Report will be provided. The updated hydraulic models (Potable and Reclaimed) and CIP planning tools will also be provided with the draft report.

### **Subtask 902 : Draft Report Workshop**

Firm will facilitate a workshop with the City's staff at the City's offices to present the draft report and receive comments.

### **Subtask 903 : Final Report**

Firm will incorporate comments from the review workshop and update the Water Master Plan Report to address these comments. One (1) hard copy and one (1) electronic copy of the final report will be provided.

#### **Deliverables:**

- Potable Water System Master Plan Report – Draft and Final
- Draft Report Workshop – Agenda and Meeting Minutes
- Updated Hydraulic Models

## **Task 1000: Training**

### **Subtask 1001 : Training on Updated Hydraulic Model**

Firm will provide three training sessions for City Staff on the use of the BV iCIP™ tool and hydraulic models that have been updated as part of the Water Master Plan project. This includes the following:

- BV iCIP™ Spreadsheet tool
  - Firm will conduct a single-day training session for City staff to understand and use the BV iCIP™ for evaluation such as assisting in annual CIP development updates
- Potable & Reclaimed Hydraulic Model Upgrades:
  - Firm will conduct a single-day training session for up to 24 City staff to understand and use the potable and reclaimed "User" models for evaluation such as development review-related updates. This training session includes up to 21 daily Autodesk "Flex Licenses" for InfoWater Pro (assuming the City will provide their existing 3 licenses).
  - Firm will conduct a single-day training session for up to 24 City staff to understand and use the potable model for evaluation such as demand updates and to assist in CIP development. This training session includes up to



21 daily Autodesk “Flex Licenses” for InfoWater Pro (assuming the City will provide their existing 3 licenses).

**Subtask 1002 : Training on Asset Management Risk Model**

Firm will conduct a two-day training session with up to four (4) City staff for the selected asset management software. Training materials will be created and provided to City staff in advance of the session. It is anticipated that the City will have acquired the necessary licenses for all attendees to access and use the software.

**Deliverables:**

- Hydraulic model training presentation slides and tutorials
- Risk software training presentation slides and tutorials

## **Workshop Summary, All Tasks**

Several workshops are planned to provide the City an opportunity to check-in on the project and allow for technical discussion to occur throughout the “life” of the project. Per City’s request, these are summarized below and are listed in each relevant section.

- Subtask 103: Monthly Progress Meetings
- Subtask 201 Project Kick Off Meeting
- Subtask 305: Demand Projection Workshop
- Subtask 401: Water Model Calibration Workshop
- Subtask 409: Distribution System Recommended Improvements Workshop
- Subtask 503: Water Quality Recommended Improvements Workshop
- Subtask 601: Asset Management Software Evaluation Meeting
- Subtask 601: Vendor Presentations
- Subtask 602: Data Analysis Review Meetings
- Subtask 603: Preliminary Risk-based Prioritization Framework Workshop
- Subtask 606: Risk Prioritization Results Workshop
- Subtask 608: Renewal and Replacement Recommendations Workshop
- Subtask 701: Threat Characterization Workshop
- Subtask 702: Cybersecurity Workshop
- Subtask 703: Consequence Analysis Workshop
- Subtask 703: Physical Security Workshop
- Subtask 803: Project Validation and Prioritization
- Subtask 902: Draft Report Workshop

### **III. OBLIGATIONS OF THE CITY**

It is understood that the City will:

- Provide all required system monitoring equipment, with the exception of the 10 hydrant pressure loggers provided by Firm and be responsible for collecting the required system calibration data.
- Provide Firm with access to facilities for the on-site observations and data collection identified in the Scope of Services.
- Review and provide comments on Firm's deliverables within 2 weeks of receiving them.
- Participate in review meetings and workshops as indicated in the Scope of Services.

### **IV. SCHEDULE**

The delivery schedule for this Scope of Services is 18 months. Details regarding the project schedule are provided in Figure 1 – Project Schedule.

### **V. SUPPLEMENTAL SERVICES**

Work requested by the City that is not included in the Scope of Services will be classified as Supplemental Services. Firm can provide Supplemental Services under an amendment to this Scope of Services approved by the City Commission. Supplemental Services may include, but are not limited to:

1. Additional meetings with local, state, or federal agencies and/or wholesale customers to discuss the project beyond quantity indicated in Part II
2. Field testing of water system (fire flow, C-factor, etc.)
3. Raw water quality monitoring, sampling, and analysis
4. Presentations to the City Commissioners
5. Field surveying services
6. Geo-coding of customer billing meters or customer consumption data
7. Population growth projections and calculations. Firm will use readily available information from sources such as BEBR, Tampa Bay Water, SWFWMD, Hillsborough County Planning Commission, etc.
8. Updates to the associated water demands after acceptance in Task 300

9. Permitting and regulatory approval assistance with water supply
10. Permitting and regulatory approval assistance with Environmental Impact Statements (EIS) or with Environmental Assessment (EA)
11. Regulatory review for the distribution system and treatment plant
12. Public relations assistance
13. Pipeline field/inspection condition assessments
14. WTP hydraulic profile development and assessments
15. Calibration for water quality modeling analyses
16. Source water trace simulations with model
17. Energy efficiency modeling or analysis
18. Development of an ISO 55001 compliant Asset Management System
19. Water resource / water supply planning
20. Hydrant spacing analysis
21. Reclaimed water planning
22. Development of Standard Operating Procedure (SOP) documents for the City's Pump Stations
23. Energy efficiency analysis of pumping facilities and energy efficiency modeling of the distribution system
24. Electric utility rate analysis vs facility energy use requirements (4 facilities)
25. Surge modeling analyses
26. Collection and analysis of surge pressure data from high speed pressure data loggers
27. Providing an updated 10-Year Facilities Work Plan

## **Exhibit B- FEE SUMMARY**

### **POTABLE WATER SYSTEM MASTER PLAN UPDATE**

**CONTRACT 24-D-00017**

For performing the services identified within Exhibit A, a lump sum amount of \$1,477,359, contingency of \$22,641 and a total project limit of \$1,500,000 has been established as the fee for the work described. Invoices will be submitted monthly.

Task 100: Project Management & Administration	\$87,560
Task 200: Project Initiation	\$29,520
Task 300: Population and Demand Projections	\$77,620
Task 400: System Capacity, Operations and Resilience Assessments	\$483,300
Task 500: Water Quality Assessments	\$121,735
Task 600: Renewal and Replacement Assessments	\$314,603
Task 700: America's Water Infrastructure Act Update	\$119,390
Task 800: Capital Improvement Planning	\$108,600
Task 900: Document Master Plan	\$69,175
Task 1000: Training	\$65,856
<b>SUBTOTAL</b>	<b>\$1,477,359</b>
<b>CONTINGENCY</b>	<b>\$22,641</b>
<b>TOTAL</b>	<b>\$1,500,000</b>

City of Tampa

*Black & Veatch Corporation*

Potable Water Master Plan

## EXHIBIT C

### CITY OF TAMPA INSURANCE REQUIREMENTS

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

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

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

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

A. Commercial General Liability (CGL) Insurance on the most current Insurance Services Office (ISO) Form CG 00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily, personal and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and completed operations liability coverage maintained for at least 3 years after completion of work. Limits shall not be less than \$1M per occurrence and \$2M general aggregate for Agreements. 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 Firm (together with its contractors, subcontractors of every tier, and suppliers), and name City as a Loss Payee. Firm to provide an increasing limit of coverage to coincide with the issuance of 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 (CPL)/ Medical Malpractice Insurance where Agreement involves Florida-regulated professional services (e.g. architect, engineer, design-builder, CM, accountant, appraiser, investment banker medical professional) at any tier, whether employed or independent, vicarious design liability exposure (e.g. construction means & methods, design supervision), value engineering, constructability assessments/reviews, BIM process, and/or performance specifications. Limits of at least \$1M per occurrence and \$2M aggregate; deletion of design/build liability exclusions, as applicable, and maintained for at least 3 years after completion of work/services and City's acceptance of same. (IF APPLICABLE)

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

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

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

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

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

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

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

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

#### ADDITIONAL REQUIREMENTS

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

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

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

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

☐ Other: \_\_\_\_\_

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

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

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

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

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

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

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

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

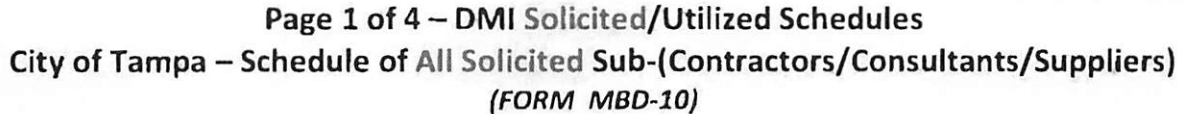
WAIVER OF SUBROGATION - With regard to any policy of insurance that would pay third party losses, Firm hereby grants City a waiver of any right to subrogation which any insurer of Firm may acquire against the City by virtue of the payment of any loss under such insurance. Firm agrees to obtain any endorsement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

WAIVER/RELEASE AGREEMENT - Where Firm has a defined group of persons who might be exposed to harm (e.g. participants in an athletic

event/program, volunteers) any waiver or release agreement used by Firm whereby such persons (and their parent/guardian as applicable) discharge Firm from claims and liabilities, shall include the City, its elected officials, departments, officers, officials, employees, and volunteers to the same extent as Firm.



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



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

**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**

**Exhibit D**

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



**Page 3 of 4 – DMI Solicited/Utilized Schedules**

**City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers)  
(FORM MBD-20)**

Contract No.: 24-D-00017 Contract Name: Potable Water System Master Plan  
 Company Name: Black & Veatch Corporation Address: 1715 N. Westshore Blvd. Suite 725  
 Federal ID: 43-1833073 Phone: 813-282-4189 Fax: N/A Email: OlivaR@bv.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	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials  NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
O	Burgess & Niple, 1511 N Westshore Blvd Suite 500, Tampa, FL 33607 (813) 962 8689	CM	925	276,004	19
W	V&A, 8600 Hidden River Pkwy, Suite 550 Tampa, FL 33637 (813) 977 6005	CF	925	219,500	15

Total ALL Subcontract / Supplier Utilization \$ 495,504

Total SLBE Utilization \$ 0

Total W/MBE Utilization \$ 219,500

Percent SLBE Utilization of Total Bid/Proposal Amt. 0 % Percent W/MBE Utilization of Total Bid/Proposal Amt. 15 %

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

Signed: Kent A. Lackey Name/Title: Kent A. Lackey/ Senior VP Date: 11/6/24

**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**