

RESOLUTION NO. 2025 - 90

**A RESOLUTION AUTHORIZING AN AGREEMENT FOR CONSULTANT SERVICES IN THE AMOUNT OF \$128,481.08 BETWEEN THE CITY OF TAMPA AND CPH CONSULTING, LLC IN CONNECTION WITH CONTRACT 24-D-00027 LAKESHORE PUMP STATION FORCE MAIN REPLACEMENT DESIGN; 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 CPH Consulting, LLC ("Firm") to provide professional services in connection with 24-D-00027 Lakeshore Pump Station Force Main Replacement Design ("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 design and replacement of the Lakeshore Pump Station Force Main. The existing pipeline is deteriorated and in danger of failing. Failure of the pipeline could result in a wastewater overflow that may impact the surrounding environment or cause a public health risk; 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-00027 Lakeshore Pump Station Force Main Replacement Design, 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 amount of \$128,481.08 for Lakeshore Pump Station Force Main Replacement Design Project use by the Wastewater Department within the Wastewater Capital Construction Fund.

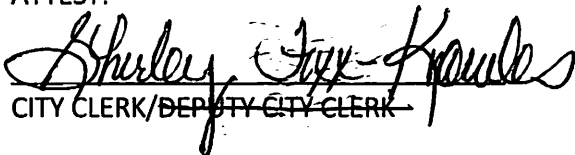
**Section 4.** The City Clerk shall file a fully executed copy of each Agreement in the official records of the City of Tampa as maintained by the Office of the City Clerk.

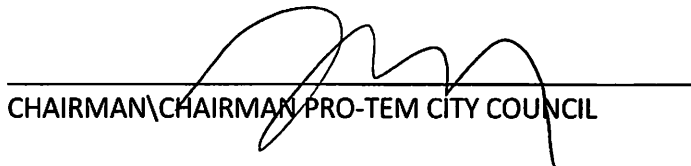
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**Section 5.** The proper officers of the City are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON **FEB 06 2025**

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 \_\_\_\_\_, 2025, 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 CPH Consulting, LLC, a Florida corporation authorized to do business in the State of Florida, ("FIRM"), the address of which is 1117 E. Robinson St., Orlando, Florida 32801.

### **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-00027 Lakeshore Pump Station Force Main Replacement Design ("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 \$128,481.08 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 \$1,000,000 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 \$1,000,000 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 \$1,000,000 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 on in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the CITY) on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that records, in part or in total, that are exempt or that are confidential and exempt from disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion (or earlier termination) of the Agreement if FIRM does not transfer the records to the CITY;
4. Upon completion (or earlier termination) of the Agreement, FIRM shall within 30 days after such event either transfer to the CITY, at no cost, all public records in possession of the FIRM or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If FIRM transfers all public records to the CITY upon completion (or earlier termination) of the Agreement, FIRM shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon completion (or earlier termination) of the Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the agency.

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

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

#### **XXXII. E-VERIFY**

Pursuant to §448.095, Florida Statutes, Firm certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the US employment eligibility of all of Firm's employees

hired by the Firm during the term of this Agreement and/or while performing work or providing services for the City of Tampa. Firm shall require that all subcontractors performing work or providing services on behalf of Firm for the City of Tampa also comply with the requirements of §448.095, Fla. Stat and utilize the E-Verify system to verify US employment eligibility of all employees hired by subcontractor. The Firm shall require for the subcontractor to provide to Firm an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Firm shall maintain a copy of such affidavit for the duration of the Agreement.

### **XXXIII. LABOR**

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

[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:**

CPH Consulting, LLC

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.

CPH Consulting, LLC. 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: David E. Mahler

Title: COO of Public Services

Signature: 

Date: 12-18-2024

## Exhibit A: General Scope





1117 East Robinson St.  
Orlando, FL 32801  
Phone: 407.425.0452  
Fax: 407.648.1036

## **Lakeshore Pump Station Force Main Replacement Design – Route Analysis 24-D-00027**

### **Project Background**

The City of Tampa's Lakeshore Pump Station Force Main was placed into service in 1965. The primarily cast iron pipe (CIP) force main conveys wastewater from the Lakeshore Pump Station, located at 7008 N Lakeshore Dr., to a receiving manhole located at the intersection of N 42<sup>nd</sup> street and Fern Street. The force main is approximately 4,000 linear feet and includes a subaqueous crossing of the Hillsborough River. Due to the force main's age and subsequent deterioration the City has determined complete replacement is required.

During the preliminary scoping meeting the City and CPH design team determined the project should be divided into two phases. Phase 1 (Preliminary Design) would be an initial routing alternatives analysis culminating in a Route Alternatives Analysis Report to document the best route for the force main. Phase 2 would include the complete design of the selected alternative, permitting, easement acquisition if required, construction administration services, and project closeout. Phase 2 services will be submitted as a future scope of services for the City's consideration.

Through an initial review of available project information CPH has identified three potential routes for evaluation:

- A. Route 1 begins at the Lakeshore Pump Station, runs south then continues east within the Lakeshore Dr. right-of-way (ROW) and crosses N 40<sup>th</sup> St. to City owned property on the east side of N 40<sup>th</sup> St. From City property a directional drill is utilized to cross the Hillsborough River generally following N 40<sup>th</sup> St. alignment to another City owned parcel to the north of E Fern St. The main will continue south along N 40<sup>th</sup> St. ROW until turning east on E Fern St. and terminate at the receiving manhole at the intersection of N 42<sup>nd</sup> St. and Fern.
- B. Route 2 begins at the Lakeshore Pump station, runs south then turns east onto E Norfolk St., stays within Norfolk ROW until crossing N 40<sup>th</sup> St., and enters City property on the east side of N 40<sup>th</sup> St. From City property a directional drill is utilized to cross the Hillsborough River in the southeast direction following the existing force main route. The route will then follow existing easements through the River Oaks apartment complex until E Diana St. where it will enter N 42<sup>nd</sup> St. ROW and terminate at the receiving manhole at the intersection of E Fern St.
- C. Route 3 follows a similar alignment as Route 1 but the crossing of the Hillsborough River will be to the west of N 40<sup>th</sup> St. The proposed directional drill will be shorter in length starting on the perimeter of a stormwater pond at the intersection of Lakeshore Dr. and N 40<sup>th</sup> St. and ending at the perimeter of a stormwater pond on the south side of the river to the west of E Pocahontas Ave. This route may also consider following E Diana St. to N 42<sup>nd</sup> St. to the discharge manhole.

See Route Alternatives **Figure 1** for additional details.

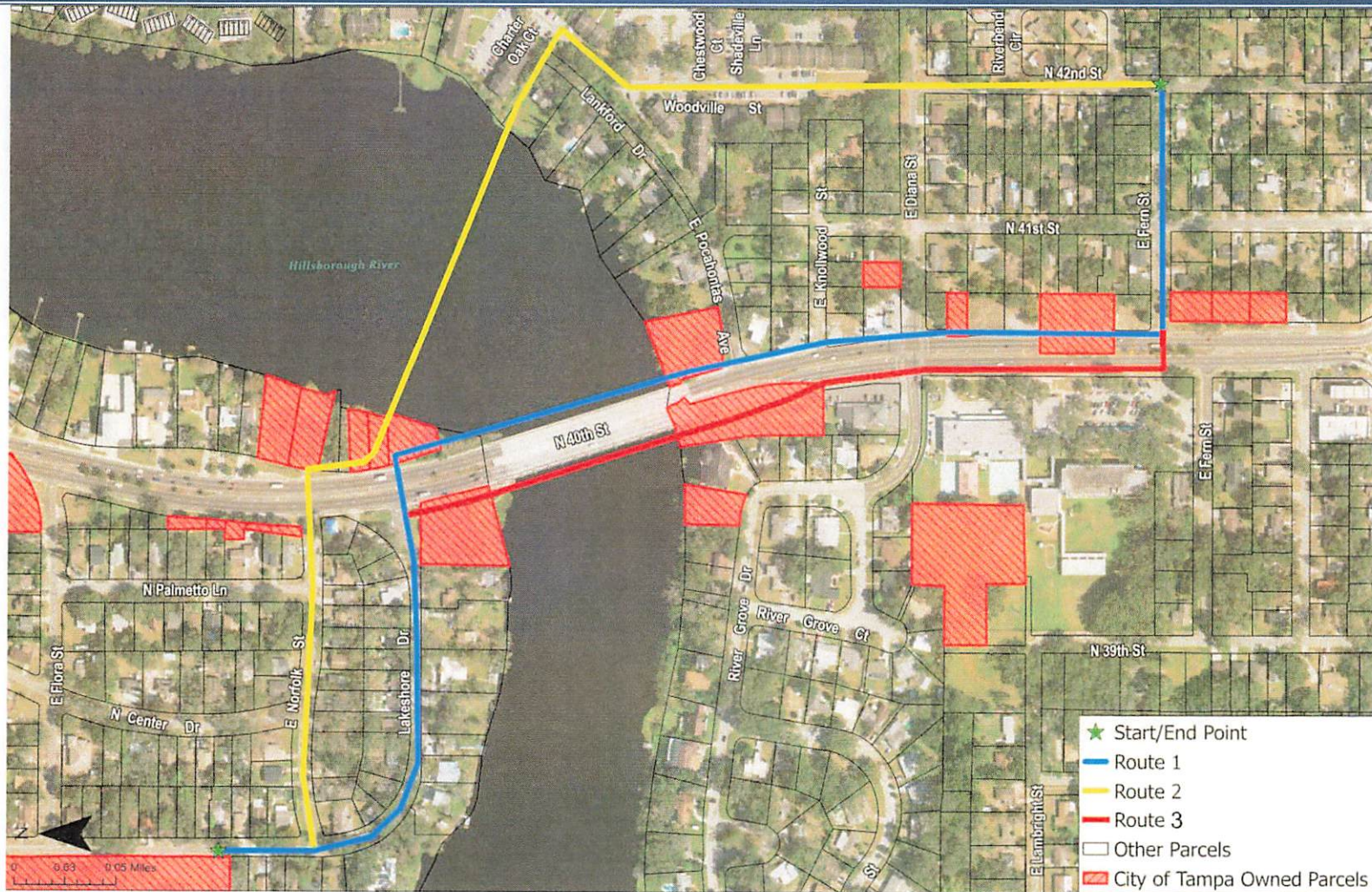


Figure 1 Route Alternatives



Engineers  
Architects  
Planners  
Landscape Architects  
Transportation/Traffic  
Surveyors  
Environmental Scientists  
Construction Management



## **Scope of Services**

### **Task 1 Data Gathering:**

- 1.1 Kickoff Meeting:** CPH will coordinate and attend a kick-off meeting with City staff to discuss the proposed routes and installation methods. Meeting minutes will be created and provided to the City's Project Manager. The City will provide all available data including as-builts, sewer and drainage maps, known easement and right-of-way-data, and boundary maps.
- 1.2 Site visits:** A total of two site visits are expected. One to walk the proposed route alternatives to identify opportunities or challenges not identifiable in a desktop evaluation and a second to coordinate the boring locations with the Geotechnical subconsultant.
- 1.3 Property Review and Easement Research:** CPH will review available plat information to determine if there are any existing easements along the proposed route corridors that may be utilized for pipeline construction. A summary and figure of the information will be provided to the City and incorporated into the Route Alternatives Analysis Report.
- 1.4 Existing Utilities Research:** CPH will submit Sunshine 811 Tickets for the proposed route corridors to identify utility providers and send letters to all identified utility providers requesting utility location information. This information will be summarized and incorporated into the Route Analysis Report.
- 1.5 Limited Geotechnical Investigation and Review:** CPH shall retain the services of Tierra, Inc. to perform limited geotechnical borings to support the Route Analysis. Geotechnical investigation services include:
  - 1.5.1** Conduct a visual site reconnaissance of the project site and locate and coordinate utility clearance.
  - 1.5.2** Perform two (2) Standard Penetration Test (SPT) borings to depths 80 feet below existing grades at the approximate requested locations along the proposed force main alignment. The borings will be performed in accordance with ASTM D-1586. In each boring, samples will be collected and SPT N-values measured every two feet to a depth of 10 feet and then at 5-foot intervals thereafter. Rock coring will be performed at selected intervals when Limestone is encountered. The rock coring will be performed in 5-ft lengths. Provide percent recovery and Rock Quality Designation for each core run.
  - 1.5.3** Identify groundwater levels at the boring locations.
  - 1.5.4** Visually classify and stratify all recovered soil samples in the laboratory using the Unified Soil Classification System (USCS) in general accordance with the American Society of Testing and Materials (ASTM) test designation D-2488. Perform the following analyses/tests on selected soil samples obtained from the borings:
    - a. Grain size analyses. (ASTM D-6913/AASHTO T-088)
    - b. Atterberg limits testing. (ASTM D-4318/AASHTO T-089 and T-090)
    - c. Moisture content (ASTM D-2216/AASHTO T-265)
    - d. Unconfined Compression Strength (ASTM D-2938)
    - e. Splitting Tensile Strength (ASTM D-3967)



- 1.5.5 Identify artesian conditions, if encountered.
- 1.5.6 Provide geotechnical design parameters including soil unit weights, friction angles and cohesion for the soil strata encountered in the borings.
- 1.5.7 Prepare a formal engineering report which summarizes the course of study pursued, the field and laboratory data generated, the subsurface conditions encountered and our geotechnical recommendations and construction considerations.

Time is included for CPH to coordinate the location of borings, review the final report, and summarize the results in the Route Alternatives Analysis Report.

- 1.6 **Public Information/Stakeholder Engagement Approach:** CPH shall retain the services of Valerin Group to provide public outreach and engagement planning services. Services include assistance in identifying key community stakeholders and any public concerns that may impact final route selection. CPH has included time to review information generated by Subconsultants, provide comments, and incorporate the recommendations into the route analysis.

#### Task 2 Environmental Services:

- 2.1 **Preliminary Ecological Assessment-** CPH shall perform a preliminary ecological assessment for three (3) force main alignments. Tasks to be completed include the following:
  - 2.1.1 **Public Data Base Research:** CPH will review Florida Fish and Wildlife Conservation Commission (FFWCC) and U.S. Fish and Wildlife Service (USFWS) web-based files and distribution mappings and review the Atlas of Breeding Sites of Herons and Their Allies (FFWCC) to identify recorded listed species within the project site or within the vicinity of the subject property.
  - 2.1.2 **Field Investigation:** CPH will conduct a preliminary survey by general reconnaissance of the site for the occurrence or potential occurrence of protected species (threatened and endangered) and wetlands and surface waters. The approximate location of all observed protected species and approximate extent and configuration of wetlands and surface waters shall be identified on the FLUCFCS map or aerial photograph prints. Those species referred to as protected are listed under Florida Administrative Code 68A and Florida Statute 581.185 and Code of Federal Regulation (50 CFR 17.11 and 17.12).
  - 2.1.3 **Vegetation and Land Use:** CPH will prepare a Vegetation and Land Use Map covering the project site. The mapping will follow Level III nomenclature of the Florida Land Use Cover and Forms Classification System (FLUCFCS). The approximate acreage of each classification will be tabulated for the site. The map will be digitized based on "desktop" interpretation of features evident on the aerial photography, correlation with soil types and field verification for each mapped classification. The dominant vegetation of each classification will be recorded.
  - 2.1.4 **Report:** CPH shall prepare a memorandum report summarizing the habitat and land use mapping, observed protected species, current regulatory considerations, estimated wetland mitigation costs and results of the public data



base search to assist with project planning as applicable to the site conditions. The Client shall receive an electronic copy of the report and figures.

**2.2 Wetland Delineation-** CPH scientists shall conduct a field investigation of the two (2) project alignments to determine if wetland areas are located within the project corridor:

- 2.2.1** CPH shall delineate wetlands in the field with flagging tape and/or stakes in accordance with methodologies outlined in Chapter 62-340, F.A.C., and the Corps Wetland Delineation Manual (1987) and the 2008 Corps Interim Regional Supplement to the Corps Wetland Delineation Manual: Atlantic & Gulf Coastal Plain Region.
- 2.2.2** CPH shall provide a hand drawn sketch on an aerial of the approximate wetland line limits to communicate the flag location and numbers to the surveyor.
- 2.2.3** CPH shall review the survey and provide QAQC comments to surveyor if edits are needed.
- 2.2.4** CPH shall document the wetland characteristics on wetland data forms during the wetland delineation.

Task 3 Route Evaluation:

**3.1 Route Alternative Evaluation and Selection:** CPH shall review all available information provided as a result of Tasks 1 and 2. This information will be used to evaluate the three subject route alternatives and prepare a Preliminary Route Analysis Report. Evaluation criteria includes but is not limited to available work areas, impacts to the local community, environmental impacts, permitting challenges, constructability, existing utilities/subsurface obstructions, ease of future maintenance, easement availability, and cost. The CPH team will meet with the City to review the findings, present a recommended route, and confirm the preferred route selection.

- 3.1.1 HDD Engineering Services:** CPH shall retain the services of Brierley Associates to provide services to review geotechnical information, horizontal directional drill (HDD) path feasibility, pipe material selection, and risk assessments for the crossing of the Hillsborough River via HDD. CPH has included time to coordinate with subconsultants, review the subconsultant design, incorporate subconsultant's technical memorandum into the Route Analysis, and provide comments and feedback as necessary.

**3.2 Route Alternative Analysis Report Finalization:** CPH shall update the Route Analysis Report based on comments from the City and confirmation of the preferred route alternative. A draft final report will be submitted for a final comment period. CPH shall update the report incorporating feedback and submit a final report to the City. CPH will then prepare a scope for final design services based on the Route Analysis Report findings and recommendations.

Task 4 Project Administration:

**4.1 Project Management:** CPH has included hours for general contract administration and coordination, as well as coordination and review of subconsultant invoices and project tracking.





### Compensation

The total lump sum fee for the Scope of Services described herein is \$128,481. The breakdown of the estimated hours, compensation, and CPH's standards rates are further defined in Exhibit B.

### **Project Schedule**

The work effort will be based on the schedule provided below. CPH will work to expedite schedule during the Route Analysis effort.

Task	Duration (Weeks)	Weeks After Notice to Proceed
NTP and Project Kick Off Meetings	1	1
Data Collection	12	13
Prepare Draft of PDR	8	21
City Review	4	25
Prepare 100% PDR	8	33
City Review	2	35
Finalize PDR and Prepare Design Scope	2	37

We appreciate the opportunity to provide engineering services to the City of Tampa and we look forward to working with you and your staff. If you have any questions, or if you need any additional information, please do not hesitate to call.

Sincerely,

CPH Consulting, LLC.

  
David E. Mahler, P.E.  
COO – Public Services

## Exhibit B: Compensation

**City of Tampa**  
**Lakeshore Pump Station Force Main Replacement**  
**Route Analysis**

TASK NO.	TASK DESCRIPTION	LABOR CATEGORIES & HOURLY RATES						CPH Total Hours Per Task	CPH Environmental	CPH Subtotal	Subconsultant	Subconsultant Admin. Fee	CPH Expenses	Subtotal	Total
		Discipline Manager I	Project Manager III	Engineer III	Designer V	Project Administrator II	Surveyor III								
		\$246.98	\$196.17	\$158.87	\$159.25	\$150.08	\$229.45								
<b>1.0</b>	<b>Data Gathering</b>														<b>\$14,480.29</b>
1.1	Kickoff Meeting	4	4	8	0	2	0	18	\$0.00	\$3,343.72	\$0.00	\$0.00	\$75.00	\$3,418.72	
1.2	Site Visits	4	12	12	0	0	0	28	\$0.00	\$5,248.40	\$0.00	\$0.00	\$100.00	\$5,348.40	
1.3	Property Review and Easement Research	0	1	2	0	2	16	21	\$0.00	\$4,485.27	\$0.00	\$0.00	\$50.00	\$4,535.27	
1.4	Existing Utilities Research	0	2	4	0	1	0	7	\$0.00	\$1,177.90	\$0.00	\$0.00	\$0.00	\$1,177.90	
	<b>Geotechnical Report</b>														<b>\$26,769.96</b>
1.5	Limited Geotechnical Investigation and Review	0	1	2	0	1	0	4	\$0.00	\$663.99	\$23,732.70	\$2,373.27	\$0.00	\$26,769.96	
	<b>Public Outreach</b>														<b>\$6,967.82</b>
1.6	Public Information/Stakeholder Engagement	0	2	4	0	0	0	6	\$0.00	\$1,027.82	\$5,400.00	\$540.00	\$0.00	\$6,967.82	
<b>2.0</b>	<b>Environmental Services</b>														<b>\$11,341.89</b>
2.1	Preliminary Ecological Assessment	0	2	4	0	1	0	7	\$6,350.00	\$7,527.90	\$0.00	\$0.00	\$100.00	\$7,627.90	
2.2	Wetland Delineation	0	1	2	0	1	0	4	\$2,950.00	\$3,613.99	\$0.00	\$0.00	\$100.00	\$3,713.99	
<b>3.0</b>	<b>Route Evaluation</b>														<b>\$64,378.52</b>
3.1	Route Alternative Evaluation and Selection	8	16	40	32	4	0	100	\$0.00	\$17,165.68	\$0.00	\$0.00	\$75.00	\$17,240.68	
3.1.1	Directional Drill Engineering Services for River Crossing	1	2	4	0	1	0	8	\$0.00	\$1,424.88	\$31,240.00	\$3,124.00	\$0.00	\$35,788.88	
3.2	Route Alternative Analysis Report Finalization	4	12	32	16	2	0	66	\$0.00	\$11,273.96	\$0.00	\$0.00	\$75.00	\$11,348.96	
<b>4.0</b>	<b>Project Administration</b>														<b>\$4,542.60</b>
4.1	Project Management	4	12	0	0	8	0	24	\$0.00	\$4,542.60	\$0.00	\$0.00	\$0.00	\$4,542.60	
	<b>TOTAL</b>	<b>25</b>	<b>67</b>	<b>114</b>	<b>48</b>	<b>23</b>	<b>16</b>	<b>293</b>		<b>\$61,496.11</b>	<b>\$60,372.70</b>	<b>\$6,037.27</b>	<b>\$575.00</b>		<b>\$128,481.08</b>

Tasks	Subconsultant Summary	Fee	Percent
1.5	Tierra (MBE)	\$23,732.70	18.47%
1.6	Valerin Group (S/WMBE)	\$5,400.00	4.20%
3.1.1	Brierley Associates	\$31,240.00	24%
	<b>Total Participation WMBE</b>		<b>22.67%</b>
	<b>Total Participation S</b>		<b>4.20%</b>
	<b>Total Participation MBE/WBE</b>		<b>26.87%</b>



<b>Category</b>	<b>Rate</b>
Principal I	\$ 399.06
Discipline Manager II	\$ 328.91
Discipline Manager I	\$ 246.98
Project Manager V	\$ 314.34
Project Manager IV	\$ 249.45
Project Manager III	\$ 196.17
Project Manager II	\$ 157.98
Project Manager I	\$ 141.62
Manager II	\$ 225.32
Manager I	\$ 175.72
Engineer V	\$ 291.51
Engineer IV	\$ 193.67
Engineer III	\$ 158.87
Engineer II	\$ 145.98
Engineer I	\$ 119.39
Architect V	\$ 312.69
Architect IV	\$ 217.76
Architect III	\$ 179.67
Architect II	\$ 159.74
Architect I	\$ 127.01
Interior Designer	\$ 85.84
Landscape Architect III	\$ 170.73
Landscape Architect II	\$ 159.00
Landscape Architect I	\$ 137.51
Designer V	\$ 159.25
Designer IV	\$ 140.11
Designer III	\$ 123.67
Designer II	\$ 107.64
Designer I	\$ 94.97
Scientist III	\$ 172.47
Scientist II	\$ 137.51
Scientist I	\$ 93.02
Coordinator III	\$ 119.45
Coordinator II	\$ 96.02
Coordinator I	\$ 90.33
Planner III	\$ 176.19
Planner II	\$ 154.70
Planner I	\$ 106.38

<b>Category</b>	<b>Rate</b>
GIS Manager	\$ 180.48
GIS Analyst III	\$ 137.54
GIS Analyst II	\$ 104.35
GIS Analyst I	\$ 103.43
Technician III	\$ 137.54
Technician II	\$ 116.02
Technician I	\$ 94.53
Analyst III	\$ 137.54
Analyst II	\$ 99.74
Analyst I	\$ 111.73
CADD III	\$ 115.65
CADD II	\$ 80.61
CADD I	\$ 75.46
Administrative V	\$ 182.00
Administrative IV	\$ 121.66
Administrative III	\$ 97.68
Administrative II	\$ 77.82
Administrative I/Clerical	\$ 69.78
Project Administrator II	\$ 150.08
Project Administrator I	\$ 111.73
Intern II	\$ 76.51
Intern I	\$ 67.90
Graphic Designer III	\$ 141.81
Graphic Designer II	\$ 107.91
Graphic Designer I	\$ 101.26
Construction Manager II	\$ 201.37
Construction Manager I	\$ 170.38
Construction Rep III	\$ 165.09
Construction Rep II	\$ 143.77
Construction Rep I	\$ 128.24
Surveyor III	\$ 229.45
Surveyor II	\$ 137.51
Surveyor I	\$ 116.02
Crew Chief	\$ 109.01
Instrument Operator	\$ 94.53
Survey Crew - 3 Man	\$ 380.00
Survey Crew - 2 Man	\$ 355.00
Survey Crew - 1 Man	\$ 275.00
GPS Crew II	\$ 275.00
GPS Crew I	\$ 195.00

Item Description	Unit	Unit Price	Quantity	Total
101-Aggregate Carbonates & Organic Matter FM 5-514	Test	\$ 157.00		\$ -
102-Aggregate Org. Impurities S& for Concrete AASHTO T21	Test	\$ 85.00		\$ -
103-Aggregate Shell Content of Coarse Aggregate FM 5-555	Test	\$ 118.00		\$ -
104-Aggregate Sieve Anlsys of Fine & Coarse AASHTO T27	Test	\$ 90.00		\$ -
105-Aggregate Soundness AASHTO T104	Test	\$ 353.00		\$ -
106-Aggregate Specific Gravity/Absorption Coarse AASHTO T85	Test	\$ 110.00		\$ -
107-Aggregate Total Moisture Content by Drying AASHTO T255	Test	\$ 56.00		\$ -
108-Aggregate Unit Mass & Voids AASHTO T19	Test	\$ 59.00		\$ -
109-Aggregate Specific Gravity/Absorption Fine AASHTO T84	Test	\$ 131.00		\$ -
200-Asphalt Bulk Specific Gravity FM 1-T166	Test	\$ 68.00		\$ -
201-Asphalt Content FM 5-563	Test	\$ 159.00		\$ -
204-Asphalt Gradation FM 1-T030	Test	\$ 98.00		\$ -
206-Asphalt Los Angeles (LA) Abrasion Coarse Agg FM 3-C535	Test	\$ 408.00		\$ -
207-Asphalt Los Angeles (LA) Abrasion Small Agg FM 1-T096	Test	\$ 346.00		\$ -
209-Asphalt Pavement Coring – 4" dia with Base Depth Check	Each	\$ 258.00		\$ -
210-Asphalt Pavement Coring – 4" dia without Base Depth Check	Each	\$ 200.00		\$ -
211-Asphalt Pavement Coring – 6" dia with Base Depth Check	Each	\$ 292.00		\$ -
212-Asphalt Pavement Coring – 6" dia without Base Depth Check	Each	\$ 232.00		\$ -
300-Concrete Beam Flexural Testing ASTM C78	Test	\$ 63.00		\$ -
301-Concrete Compressive Strength of Grout/Mortar ASTM C109	Test	\$ 36.00		\$ -
302-Concrete Cylinder Curing, Capping & Breaking ASTM C39	Test	\$ 45.00		\$ -
303-Concrete Drilled Cores & Sawed Beams ASTM C42	Test	\$ 65.00		\$ -
305-Concrete Pavement Coring - 4" Dia	Each	\$ 239.00		\$ -
306-Concrete Pavement Coring - 6" Dia	Each	\$ 268.00		\$ -
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	\$ 12.00		\$ -
402-Geo Auger Borings- Track	LF	\$ 17.00		\$ -
403-Geo Backhoe (Owned)	Day	\$ 1,300.00		\$ -
405-Geo Barge (Owned)	Day	\$ 4,073.00		\$ -
407-Geo Chainsaw (Owned)	Day	\$ 119.00		\$ -
415-Geo Double Ring Infiltration ASTM D3385	Each	\$ 620.00		\$ -
416-Geo Dozer (Owned)	Day	\$ 1,700.00		\$ -
418-Geo Drill Crew Support Vehicle	Day	\$ 280.00	2	\$ 560.00
421-Geo Dynamic Pile Testing/Pile Driving Analyzer	Day	\$ 600.00		\$ -
422-Geo Extra SPT Samples-Barge/Track/Amphibious 000-050 Ft	Each	\$ 110.00		\$ -
423-Geo Extra SPT Samples-Barge/Track/Amphibious 050-100 Ft	Each	\$ 110.00		\$ -
424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each	\$ 125.00		\$ -
425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each	\$ 125.00		\$ -
427-Geo Extra SPT Samples-Truck/Mud Bug 000-050 Ft	Each	\$ 110.00		\$ -
428-Geo Extra SPT Samples-Truck/Mud Bug 050-100 Ft	Each	\$ 110.00		\$ -
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	\$ 125.00		\$ -
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	\$ 125.00		\$ -
432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each	\$ 379.00		\$ -
434-Geo Ground Penetrating Radar (GPR)	Hour	\$ 375.00		\$ -
435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft	LF	\$ 9.00		\$ -
436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft	LF	\$ 12.00		\$ -
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	\$ 18.00		\$ -
438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF	\$ 26.00		\$ -
440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	\$ 7.00	100	\$ 700.00
441-Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft	LF	\$ 8.00	60	\$ 480.00
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$ 14.00		\$ -
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	\$ 19.00		\$ -
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF	\$ 39.00		\$ -



Item Description	Unit	Unit Price	Quantity	Total
450-Geo Piezometer 2" 000-050 Ft	LF	\$ 53.00		\$ -
453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID	LF	\$ 63.00		\$ -
455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID	LF	\$ 79.00		\$ -
457-Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID	LF	\$ 86.00		\$ -
459-Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID	LF	\$ 110.00		\$ -
463-Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID	LF	\$ 49.00	20	\$ 980.00
465-Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID	LF	\$ 56.00	30	\$ 1,680.00
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF	\$ 64.00		\$ -
473-Geo SPT Barge/Track/Amphibious 000-050 Ft	LF	\$ 24.00		\$ -
474-Geo SPT Barge/Track/Amphibious 050-100 Ft	LF	\$ 33.00		\$ -
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	\$ 54.00		\$ -
476-Geo SPT Barge/Track/Amphibious 150-200 Ft	LF	\$ 71.00		\$ -
478-Geo SPT Truck-Mud Bug 0-50 Ft	LF	\$ 17.00	100	\$ 1,700.00
479-Geo SPT Truck-Mud Bug 50-100 Ft	LF	\$ 20.00	60	\$ 1,200.00
480-Geo SPT Truck-Mud Bug 100-150 Ft	LF	\$ 33.00		\$ -
481-Geo SPT Truck-Mud Bug 150-200 Ft	LF	\$ 44.00		\$ -
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft	LF	\$ 15.00		\$ -
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF	\$ 18.00		\$ -
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF	\$ 22.00		\$ -
486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF	\$ 28.00		\$ -
488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	\$ 11.00	80	\$ 880.00
489-Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft	LF	\$ 15.00		\$ -
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	\$ 18.00		\$ -
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	\$ 23.00		\$ -
514-Geo Truck/Mud Bug Mobil (30 miles straightline distance)	Each	\$ 700.00		\$ -
515-Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft	Each	\$ 231.00		\$ -
516-Geo Undisturbed Samples Barge/Track/Amphibious 050-100 Ft	Each	\$ 269.00		\$ -
517-Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft	Each	\$ 310.00		\$ -
518-Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft	Each	\$ 379.00		\$ -
519-Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft	Each	\$ 210.00		\$ -
520-Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft	Each	\$ 215.00		\$ -
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$ 241.00		\$ -
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	\$ 266.00		\$ -
525-Geo Well Development	Hour	\$ 192.00		\$ -
531-Geo Truck/Mudbug Drill Rig and Crew (2-person)	Hour	\$ 252.00		\$ -
532-Geo Truck/Mudbug Drill Rig and Crew (3-person)	Hour	\$ 320.00		\$ -
533-Geo Track/Barge Drill Rig and Crew (2-person)	Hour	\$ 269.00		\$ -
534-Geo Track/Barge Drill Rig and Crew (3-person)	Hour	\$ 355.00		\$ -
535-Geo Clearing Equip- Tractor, Bush Hog Attachment	Day	\$ 1,523.00		\$ -
536-Geo Clearing Equip-Skid Steer/ASV, ForestMulching Attach	Day	\$ 2,195.00		\$ -
537-Geo Clearing Equip-Skid Steer/ASV, Brush Cutter Attach	Day	\$ 1,692.00		\$ -
538-Geo Clearing Equipment	Day	\$ 2,180.00		\$ -
539-Geo Wash Boring for Rock Cores 0-50 Ft	LF	\$ 13.00		\$ -
540-Geo Wash Boring for Rock Cores 50-100 Ft	LF	\$ 14.00		\$ -
541-Geo Wash Boring for Rock Cores 100-150 Ft	LF	\$ 23.00		\$ -
542-Geo Wash Boring for Rock Cores 150-200 Ft	LF	\$ 26.00		\$ -
602-Mobilization-Vibration Monitoring Equipment	Each	\$ 380.00		\$ -
603-Mobilization Asphalt Coring Equipment	Each	\$ 444.00		\$ -
606-Mobilization Concrete Coring	Each	\$ 434.00		\$ -
608 Mobilization Drill Rig Amphibious	Each	\$ 11,100.00		\$ -
609-Geo Mobilization Drill Rig Barge Mount	Each	\$ 11,125.00		\$ -
610-Geo Mobilization Drill Rig Track Mount	Each	\$ 3,250.00		\$ -



Item Description	Unit	Unit Price	Quantity	Total
612-Geo Mobilization Drill Rig Truck Mount	Each	\$ 580.00	2	\$ 1,160.00
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each	\$ 1,170.00		\$ -
618-Geo Mobilization Support Boat	Each	\$ 625.00		\$ -
619-Geo Mobilization Tri-Pod	Each	\$ 1,658.00		\$ -
620-Mobilization of Clearing Equipment	Each	\$ 658.00		\$ -
701-MOT Attenuator Truck	Hour	\$ 271.00		\$ -
702-MOT Channelizing Devices - Type I, II, VP, Drum (each)	Each	\$ 5.00		\$ -
706-MOT Portable Sign	Each	\$ 50.00		\$ -
708-MOT Provide Channelizing Devices - Cone	Each	\$ 8.00		\$ -
710-MOT Shadow Vhcle w/ Adv. Warning Arrow & Attenuator	Hour	\$ 280.00		\$ -
712-MOT Support Vehicle	Hour	\$ 155.00		\$ -
800-Soils Chloride Soil or Water (FM 5-552)	Test	\$ 110.00		\$ -
803-Soils Consolidation - Constant Strain (ASTM D4186)	Test	\$ 595.00		\$ -
804-Soils Consolidation - Extended Load Increments (AASHTO T216)	Day	\$ 174.00		\$ -
805-Soils Corrosion Series (FM 5-550 through 5-553)	Test	\$ 305.00		\$ -
806-Soils Direct Shear Consolidated Drained/ Point AASHTO T 236	Test	\$ 391.00		\$ -
810-Soils Limerock Bearing Ratio (LBR)(FM 5-515)	Test	\$ 410.00		\$ -
811-Soils Liquid Limit (AASHTO T 89)	Test	\$ 66.00	8	\$ 528.00
812-Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	\$ 51.00	12	\$ 612.00
817-Soils Moisture Content Laboratory (AASHTO T 265)	Test	\$ 19.00	12	\$ 228.00
819-Soils Organic Content Ignition (FM 1 T-267)	Test	\$ 53.00	4	\$ 212.00
821-Soils Particle Size Analysis (AASHTO T 88) (Including Hydrometer)	Test	\$ 200.00		\$ -
822-Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	Test	\$ 84.00	4	\$ 336.00
823-Soils Permeability Constant Head (AASHTO T 215)	Test	\$ 411.00		\$ -
824-Soils Permeability Falling Head (FM 5-513)	Test	\$ 341.00		\$ -
825-Soils pH Soil or Water (FM 5-550)	Test	\$ 49.00		\$ -
826-Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test	\$ 71.00	8	\$ 568.00
827-Soils Proctor Modified (FM 1-T 180)	Test	\$ 143.00		\$ -
828-Soils Proctor Standard (AASHTO T 99)	Test	\$ 143.00		\$ -
829-Soils Resistivity Soil or Water (FM 5-551)	Test	\$ 65.00		\$ -
832-Soils Splitting Tensile Strength of Rock Cores (ASTM D3967)	Test	\$ 168.00	8	\$ 1,344.00
833-Soils Sulfate Soil or Water (FM 5-553)	Test	\$ 71.00		\$ -
838-Soils Unconfined Compression - Rock (ASTM D7012, Method C)	Test	\$ 210.00	8	\$ 1,680.00
Arsenic (Method 6010/7471)	Each	\$ 9.00		\$ -
Asbestos Samples	Each	\$ 15.00		\$ -
BTEX and MTBE (Method 8260)	Each	\$ 65.00		\$ -
Chlorinated Herbicides (Method 8151)	Each	\$ 100.00		\$ -
Drilling Permit Costs IE DEP	Each	\$ 250.00		\$ -
EDR Report	Each	\$ 500.00		\$ -
Field Sampling Kit (soil)	Each	\$ 75.00		\$ -
Field Sampling Survey Kit (water)	Each	\$ 75.00		\$ -
Flagman and Barricades 2-Man Crew Own Equipment	Day	\$ 1,080.00		\$ -
Handheld GPS	Per Day	\$ 80.34		\$ -
Mercury Individual (Method 6010/7471)	Each	\$ 25.00		\$ -
Organic Vapor Analyzer (OVA)	Day	\$ 150.00		\$ -
Organochlorine Pesticides (Method 8081)	Each	\$ 100.00		\$ -
Organophosphorous Pesticides (Method 8141)	Each	\$ 125.00		\$ -
Polycyclic Aromatic Hydrocarbons (Method 8270)	Each	\$ 100.00		\$ -
Polychlorinated Biphenals (8082)	Each	\$ 75.00		\$ -
Power Auger Boring (includes decontamination to a depth of 25 feet)	Foot	\$ 11.90		\$ -
RCRA 8 Metals (Method 6010/7471)	Each	\$ 65.00		\$ -
RCRA Metals Individual (Method 6010/7471)	Each	\$ 9.00		\$ -

Item Description	Unit	Unit Price	Quantity	Total
Semi-Volatiles (Method 8270)	Each	\$ 200.00		\$ -
Site Clearing to Access Boring or Test Locations	Hour	\$ 210.00		\$ -
SPLP/TCLP Metals	Each	\$ 198.00		\$ -
TPH Method FL-Pro	Each	\$ 65.00		\$ -
Ultr Low Trace Mercury GW Individual (Method 1631)	Each	\$ 75.00		\$ -
Volatile Organics (Method 8260)	Each	\$ 95.00		\$ -
Volatile Organics BTEX/MTBE(Method 8260)	Each	\$ 60.00		\$ -
<b>Engineering and Technical Services</b>				
Chief Engineer 2	Hour	\$ 236.14	4	\$ 944.56
Chief Scientist	Hour	\$ 182.15		\$ -
Engineer 1	Hour	\$ 148.42	16	\$ 2,374.72
Engineer 2	Hour	\$ 170.62		\$ -
Engineering Intern	Hour	\$ 118.54	24	\$ 2,844.96
Engineering Technician	Hour	\$ 88.35	6	\$ 530.10
Principal Engineer	Hour	\$ 251.96		\$ -
Secretary / Clerical	Hour	\$ 110.81		\$ -
Senior Designer	Hour	\$ 133.27		\$ -
Senior Engineer 1	Hour	\$ 217.43	8	\$ 1,739.44
Senior Engineering Technician	Hour	\$ 112.73	4	\$ 450.92
Senior Scientist	Hour	\$ 159.83		\$ -
<b>Total Estimated Fee</b>				<b>\$ 23,732.70</b>



## Lakeshore Pump Station Force Main Replacement Brierley Scope of Work

## Task No.

PM & Senior Engineer		Engineer of Record		Geological/Geotechnical		HDD Engineer		Drawings		
Jim Williams, PE Sr. Consultant I		Jim Williams, PE Sr. Consultant II		Dave Sackett, PG Sr. Consultant II		Kyle or Kurt Professional II		Brian Connolly Senior CADD Professional		
Hourly Rate	\$290.00	Hourly Rate	\$290.00	Hourly Rate	\$315.00	Hourly Rate	\$195.00	Hourly Rate	\$160.00	
Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Total
4	\$1,160	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,160
4	\$1,160	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,160
4	\$1,160	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,160
40	\$11,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,600
8	\$2,320	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,320
8	\$2,320	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,320
6	\$1,740	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,740
4	\$1,160	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,160
24	\$6,960	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,960
4	\$1,160	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,160
106		0		0		0		0		
									Subtotal	\$30,740
									Travel Budget	\$500
									Total	\$31,240

**BRIERLEY ASSOCIATES CORPORATION**  
**STANDARD FEE SCHEDULE**  
**January 2024**

Senior Principal	\$335
Principal / Sr. Consultant II	\$315
Sr. Assoc./Sr. Consultant I	\$290
Associate/Sr. Project Mgr	\$260
Sr. Professional II	\$230
Sr. Professional I	\$210
Professional II	\$195
Professional I	\$180
Staff Professional II	\$170
Staff Professional I	\$155
VDC Director	\$185
Sr. BIM-CADD Professional	\$160
BIM-CADD Professional	\$140
BIM-CADD Technician	\$130
GIS Analyst III	\$180
GIS Analyst II	\$155
GIS Analyst I	\$130
Administrative	\$100

## Exhibit C: Insurance



## 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 (RPL) 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.

## Exhibit D: DMI Forms

## 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 25 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.

## Exhibit D: DMI Forms





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

Contract No.: 24-D-00027 Contract Name: Lakeshore Pump Station Force Main Replacement Design  
 Company Name: CPH Consulting, LLC. Address: 1117 E. Robinson St., Orlando FL, 32801  
 Federal ID: 59-2068806 Phone: 407.425.0452 Fax: 813.288.0433 Email: info@cphcorp.com

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

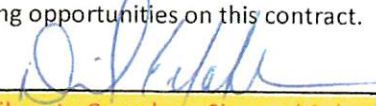
- ☐ No Firms were contacted or solicited for this contract.  
☐ No Firms were contacted because: \_\_\_\_\_  
☒ See attached list of additional Firms solicited and all supplemental information (List must comply to this form)

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

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

S = SLBE W=W/MBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services  NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
<b>S,W</b> 33-1142500	The Valerin Group, Inc. 3903 Northdale Blvd, Suite 100E Tampa, FL 33624 Phone: 813.751.0478	CF	912	E	Y
<b>W</b> 59-3154723	Tierra, Inc. 7351 Temple Terrace Highway Tampa, FL 33637 Phone: 813.989.1354 E-Mail: lmoore@tierraeng.co	HM	925	E	Y
<b>O</b> 46-4148969	Brierly Associates 100 S. Ashley Drive Suite 600 Tampa, FL 33602 Ph: 813-397-3749	CM	925	E	Y

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

Signed:  Name/Title: David E. Mahler, COO-Public Services Date: 12-18-2024

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



**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-00027 Contract Name: Lakeshore Pump Station Force Main Replacement Design  
 Company Name: CPH Consulting, LLC Address: 5601 Mariner Street, Suite 105, Tampa, FL 33609  
 Federal ID: 59-2068806 Phone: 407-425-0452 Fax: 813.288.0433 Email: info@cphcorp.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 %
Federal ID					
<b>S,W</b>	The Valerin Group, Inc. 3903 Northdale Blvd, Suite 100E Tampa, FL 33624 Phone: 813.751.0478	CF	912	\$5,400	4.20
<b>W</b>	Tierra, Inc. 7351 Temple Terrace Highway Tampa, FL 33637 Phone: 813.989.1354 E-Mail: lmoore@tierraeng.co	HM	925	\$23,733	18.47
<b>O</b>	Brierly Associates 100 S. Ashley Drive Suite 600 Tampa, FL 33602 Ph: 813-397-3749	CM	925	\$31,240	24

Total ALL Subcontract / Supplier Utilization \$ 60,372.70

Total SLBE Utilization \$ 5,400.00

Total W/MBE Utilization \$ 23,732.70

Percent SLBE Utilization of Total Bid/Proposal Amt. 4.20 % Percent W/MBE Utilization of Total Bid/Proposal Amt. 18.47 %

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

Signed: [Signature] Name/Title: David E. Mahler, COO-Public Services Date: 12-18-2024