

RESOLUTION NO. 2025 - 435

A RESOLUTION AUTHORIZING AN AGREEMENT FOR CONSULTANT SERVICES IN THE AMOUNT OF \$486,582.36 BETWEEN THE CITY OF TAMPA AND ALAN PLUMMER AND ASSOCIATES, INC. IN CONNECTION WITH CONTRACT 24-D-00035 18TH STREET PUMP STATION REHABILITATION 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 Alan Plummer and Associates, Inc. ("Firm") to provide professional services in connection with 24-D-00035 18TH Street Pump Station Rehabilitation 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 services that include, but are not limited to, engineering investigations, station needs assessment evaluation, site planning, cost estimating, design, preparation of construction documents, permitting, engineering services during construction and all related work required to complete the Project; 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-00035 18TH Street Pump Station Rehabilitation 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 \$486,582.36 for the 18th Street Pumping Station Rehabilitation Project for use by the Wastewater Department within the Wastewater Capital Construction Fund.

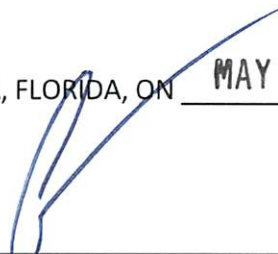
Section 4. The City Clerk shall file a fully executed copy of each Agreement in the official records of the City of Tampa as maintained by the Office of the City Clerk.

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 MAY 15 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 Alan Plummer and Associates, Inc., a Texas corporation authorized to do business in the State of Florida, ("FIRM"), the address of which is 4890 W. Kennedy Boulevard, Suite 985, Tampa, Florida 33609.

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-00035, 18th Street Pump Station Rehabilitation 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 and compensation 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 \$486,582.36 to be billed in accordance with **Exhibit B**.

VI. PAYMENT

Payments shall be made upon presentation of the FIRM's approved invoices via Trimble/eBuilder software.

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 in conformity with the Standard of Care, 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 an nonstate entity expends \$750,000 or more of State financial assistance in any fiscal year of such non-state entity in accordance with the requirements of the Florida Single Audit Act.

XXVIII. DEFAULT

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

XXIX. BUDGET APPROPRIATIONS

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

XXX. SCRUTINIZED COMPANIES

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

XXXI. PUBLIC RECORDS

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

B. Data Collection. Pursuant to Section 119.071(5)(a)2a, Florida Statutes, social security numbers shall only be collected from FIRM by the CITY should such number be needed for identification, verification, and/or tax reporting purposes. To the extent FIRM collects an individual's social security

number in the course of acting on behalf of the CITY pursuant to the terms and conditions this Agreement, FIRM shall follow the requirements of Florida's Public Records Law.

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

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

XXXIV. FIRM EMPLOYEES

PURSUANT TO §558.0035, FLORIDA STATUTES, FIRM’S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

FIRM:

Alan Plummer and Associates, Inc.

By: _____

Print Name: _____

Title: Pres Exec/Sr Vice Pres CEO Gen Partner

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

Other (must attach proof of authority): _____

License no: _____

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

[SEAL]

ATTEST:

CITY:

City of Tampa, Florida

By: _____

City Clerk/Deputy City Clerk

[SEAL]

By: _____

Jane Castor, Mayor

APPROVED AS TO FORM:

Justin R. Vaske, Senior Assistant City Attorney

CONSOLIDATED STATE LAW AFFIDAVIT

AFFIDAVIT OF COMPLIANCE WITH CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME) PURSUANT TO SECTION 287.133, FLORIDA STATUTES, PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135, FLORIDA STATUTES, PROHIBITION AGAINST HUMAN TRAFFICKING PURSUANT TO SECTION 787.06, FLORIDA STATUTES, COMPLIANCE WITH E-VERIFY PURSUANT TO SECTION 448.095, FLORIDA STATUTES, PROHIBITION AGAINST ECONOMIC INCENTIVES TO FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 288.0071, FLORIDA STATUTES, AND COMPLIANCE WITH FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 287.138, FLORIDA STATUTES.

The undersigned Affiant, on behalf of the Entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Public Entity Crimes

- a. Affiant understands that a "person" or "affiliate" who has been placed on the "convicted vendor list" following a "conviction" for a "public entity crime" (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, is ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa. Entities placed on either the "discriminatory vendor list" or "antitrust vendor list" are ineligible to transact business with the City of Tampa.
- b. Affiant understands and attests that neither Affiant, nor any person or affiliate of the Entity, nor the Entity have been placed on any of the above referenced vendor lists that would render the Entity ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa.

2. Scrutinized Companies

- a. Affiant understands that pursuant to Section 287.135(2)(a), Florida Statutes, the Entity would be ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa if the Entity is on the "Scrutinized Companies that Boycott Israel List" (created pursuant to Section 215.4725, Florida Statutes) or is engaged in a boycott of Israel. If the value of the contract is one million dollars or more if, at the time of bidding on, submitting a proposal or reply for, or entering into or renewing a contract, the Entity:
 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
 2. Is engaged in business operations in Cuba or Syria.
- b. Affiant attests that neither Affiant nor the Entity are on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor are we engaged in a boycott of Israel, and understand that any resulting contract may be terminated for a falsification of this Affidavit.

3. E-Verify

- a. Affiant understands and attests that pursuant to Section 448.095(5), Florida Statutes, the Entity must comply with Florida's E-Verify law to enter into a contract with the City of Tampa.
- b. The undersigned Entity is registered with and uses the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees.
- c. No public employer has terminated a contract with the Entity pursuant to Section 448.095(5), Florida Statutes, within the year immediately preceding the date of contracting or submitting a bid, proposal or replay to contract with the City of Tampa.
- d. Entity is currently in compliance and will remain in compliance, for the duration of any contract with the City of Tampa, with all requirements of Section 448.095(5), Florida Statutes.
- e. Affiant understands and attests that, if there is a good faith belief that the Entity has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation on the part of the City of Tampa to terminate a contract pursuant to Section 448.095(5), Florida Statutes.
- f. Affiant understands and attests that, if there is a good faith belief that one of Entity's subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but the Entity has otherwise complied with its obligations thereunder, then the Entity will be required to immediately terminate the contract with the subcontractor in order to continue providing services to the City of Tampa.

4. Anti-Human Trafficking

Affiant hereby understands and attests that the undersigned Entity does not use coercion of labor or services as those terms are defined in section 787.06(13), Florida Statutes.

5. Compliance with Prohibition Against Economic Incentives to Foreign Countries of Concern.

Affiant, on behalf of the Entity attest to the following:

That pursuant to Section 288.0071, F.S, as a condition of this Agreement, the Entity attests to the following: that it is not a foreign entity or a foreign country of concern such as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro or the Syrian Arab Republic with whom the City is prohibited from contracting with under Florida law.

6. Compliance with Foreign Countries of Concern

Affiant, on behalf of the Entity attest to the following:

- a. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes.)

- b. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes.)
- c. Entity is not organized under the laws of, and does not have a principal place of business in a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes.)

The undersigned is authorized to execute this Affidavit on behalf of Entity.

The undersigned further sayeth naught.

Date: 9-24-25 (Affiant) Signed: *John J Keane*

Entity: Plummer Name: JOHN J. KEANE

Title: PRINCIPAL, FL AREA LEADER

STATE OF FLORIDA
 COUNTY OF HILLSBOROUGH

SWORN to (or affirmed) and subscribed before me, by means of physical presence or online notarization, this 24th day of April, 2025 by John Keane as Principal, who is personally known to me or who has produced _____ as identification.

[AFFIX NOTARY SEAL/STAMP]



Haylee Latorre
 Signature of Notary
 Name: Haylee Latorre
 (Print or Type Name)
 Notary Public: State of Florida
 My Commission Expires 3/21/2026



Exhibit A
City of Tampa
18th Street Pump Station Rehabilitation Design
24-D-00035
Phase I - Preliminary Engineering Design
Scope of Services

I. PROJECT SUMMARY

The City of Tampa has identified the need for rehabilitation and improvements at the 18th Street Wastewater Pump Station. The existing 18th Street Pump Station is a wet well/dry pit wastewater pumping system originally constructed in 1957. Although the station has undergone multiple upgrades and repairs over 60 years, many of the original structural features, mechanical equipment, electrical service, and instrumentation components have reached the end of their useful life. The existing pumping system has one 60-HP variable-speed pump and two 60-HP constant-speed pumps. All three pumps will be on VFDs after the City completes the emergency repair project in April 2025. Only one of the three pumps is a dry pit submersible pump.

The pump station can reportedly provide a firm pumping capacity of 14 MGD with one pump out of service. An existing 24-inch HDPE force main conveys the flow to a gravity system discharge at E. Sewaha Street and N. 17th Street. The City wants to explore the feasibility of converting the pump station to a submersible wet well configuration by rehabilitating the existing infrastructure, modifying the structure, or potentially completely replacing the pump station.

The pump station's electrical room was reportedly flooded during Hurricane Milton (October 9, 2024) and is currently not operational. It is understood that the City has procured a contractor to provide emergency bypass pumping until the City completes emergency repairs over the next couple of months, independent of plans for long-term rehabilitation of the pumping system. The new pump station components will be designed for flood resilience, improved safety, and operational flexibility for future changes in the service area.

II. SERVICES

The City of Tampa has selected Plummer Associates, Inc. (Plummer) to provide professional services, which will be completed in two phases (Phase I- Preliminary Engineering Design and Phase II- Final Design, Bidding, and Construction Engineering Services). This scope of work is focused only on Phase I professional services. Below is a summary of Tasks that are included in this scope of services.

Task	Description
1.0	Project Management, Meetings, and Site Visits
2.0	Data Collection and Site Investigation
3.0	Pump Station Capacity Modeling and Design Flow Projections
4.0	Preliminary Engineering Report and Alternative Analysis
5.0	Surveying and Underground Utility Locates
6.0	Geotechnical Services

Task 1. Project Management, Meetings, and Site Visits

This task includes project management activities necessary to execute the services to be provided. The project management activities include the following tasks:

- 1) ***Project Management Plan (PMP)***. Plummer will develop a Project Management Plan (PMP) for the Project. The PMP will outline team member roles and contact information, communication protocols, project responsibilities and requirements, scope of work, budget, schedule, and quality assurance/quality control plan. The PMP will be distributed electronically to the City at the project kick-off meeting for discussion and City review and comment. Plummer will update the PMP based on City comments and at project intervals coinciding with progress and review meetings.
- 2) ***Monthly Project Progress Reports and Invoices***. Plummer will provide the City with electronic monthly progress reports and written invoices reflecting the services completed each month for 8 months. Invoices will be submitted via the City’s Project Management System (Trimble).
- 3) ***Develop and Maintain Project Schedule***. Plummer will develop the Project Schedule using Microsoft Project or a mutually agreed upon alternative as the software platform. The schedule will be developed using the Critical Path Method (CPM) to provide a sequenced, inter-related set of project activities.
- 4) ***Project Management Coordination***. This task includes coordination within the Consultants' team, subconsultants, and City.
 - a. ***Kick-off Meeting***. Plummer will attend and lead a hybrid in-person/virtual project kick-off meeting with the City within 15 working days following the Notice to Proceed. The purpose of the kick-off meeting is to introduce the project team, establish the points of contact and communication, and discuss the scope, schedule, PMP, and information needs. Key project team members will attend in person.

b. *Regular Progress Meetings.* Plummer will attend monthly progress meetings with the City for the project duration (i.e., eight meetings, one per month, based on the project schedule). The purpose of this is to provide the City with updates to critical tasks with a focus on issues that may require City input or decisions. Appropriate members of Plummer's team and the City's staff shall attend the meetings in person or via conference call, as needed, based on the agendas. Plummer will prepare and distribute a meeting agenda and materials 24 hours before each meeting, facilitate the meetings, and prepare meeting summaries.

5) *Quality Assurance and Quality Control.* Plummer will perform intra-discipline, inter-discipline, and QA/QC reviews at each submittal milestone throughout the Project. These reviews shall be performed on reports, plans, specifications, calculations, and technical memorandums before the City's review. Plummer's QA/QC plan will be provided in the Project Management Plan (PMP). Plummer will work with the City's Project Manager and other City personnel to coordinate City reviews of each deliverable.

Deliverables:

- Project Management Plan
- Monthly Progress Reports and Invoices
- Kick-off Meeting Agenda and Meeting Notes
- Progress Meeting Agendas and Meeting Notes

Task 2. Data Collection and Site Investigation

1) *Data Collection and Review.* Plummer will consult with the City and gather information related to the Project, including the collection pipeline entering the pump station, the downstream hydraulic capacity and energy grade lines, sewer lines, the potential need for upgrades, electric services, historical flow data, odor complaint history, and operational challenges, if available. Information gathered will include existing design criteria, construction plans and drawings, mapping, reports, hydraulic profiles and models including existing electronic versions if available, operational data including historical average and peak flows, any projected flows, existing pumping data, capacity and age of existing facilities, land use and development data, current land ownership, easements and topography maps, geotechnical reports, etc. Exhibits of existing systems should be provided in electronic format if available. Plummer is not responsible for subsurface conditions or the accuracy or completeness of reports, data, or studies completed by others. Plummer has the right to rely upon previously completed documents as a basis for the performance of work. Information provided by the City that is used by Plummer and then later deemed incorrect will require additional contract funding.

Plummer will review and evaluate available background information and conduct interviews with the City staff to confirm existing documentation and develop a complete understanding of the existing operational/system limitations and the ultimate design requirements. Additional data may be requested as the project proceeds. The City will work with Plummer to provide the requested data within ten (10) working days, whenever possible.

Perform wastewater and odor control sampling and monitoring. Up to two site visits will be conducted to collect wastewater total and dissolved sulfide and pH samples and install and retrieve a gaseous hydrogen sulfide (H₂S) monitor in the wet well. The sampling and monitoring results will be used to develop the odor control system design criteria.

- 2) **Condition Assessment.** Plummer will develop field condition assessment protocols and perform one (1) site visit to document the facility's current conditions by visually inspecting the existing pump station. Plummer's team will collect survey points at the existing Lift Station, influent main flowlines, force main discharge elevations, manholes, floor elevations, and above-ground features.

Plummer will visually inspect the existing pumping facility and ancillary infrastructure (excluding underground components, such as buried piping), document conditions, and identify areas for improvement. The engineers of record (EORs) for Mechanical, Heating, Ventilation, and Air Conditioning (HVAC), Odor Control, Electrical, Instrumentation and Control (EI&C), and Structural will complete the inspections.

Structural inspections will record visual evidence of cracks, spalling, delamination, and corroded rebar in the concrete and recommend any necessary non-destructive testing to document the structure's integrity further. Existing structures containing wastewater will be inspected only at and above the water surface level (without wet well entry).

Deliverables:

- Data Request
- Summary of findings, Technical Memorandum No.1

Task 3. Pump Station Capacity Modeling and Design Flow Projections

The purpose of this task is to determine the current and future capacity of the 18th Pump Station, including flows from Temple Terrace and the University of South Florida campus. The results of the modeling effort will be documented in summary form within the Preliminary Engineering Report (PER). All other pertinent data will be saved and provided to the City in electronic format for future modeling activities. Below is a summary of the activities included in this task:

- 1) **Future Growth Projections.** Plummer will perform a growth evaluation using the available information on the geographic information system (GIS) and the data provided by the University of South Florida and Temple Terrace.
- 2) **Review Current Capital Improvement Plan (CIP) Projects.** Review the current CIP projects within the service area to create an updated existing base scenario and update any planned future projects within the planning window.
- 3) **Capacity Analysis and Hydraulic Modeling.** Plummer will utilize wastewater flow and SCADA data from the City, Task 2 data collection, and site visit information to develop a hydraulic

model, in InfoWorks ICM, to simulate existing and future system operation. If necessary, Plummer will adjust peaking factors and system hydraulics to match any recently measured peak flow conditions, including any known downstream head conditions.

- 4) **Calibrate Completed Model.** Plummer will coordinate with the City to use the available data from SCADA (i.e. pump run times, pump speed, and limited flow data from level recorders) to collect diurnal flow data during dry and wet weather. The City will attempt to collect influent flow data using level recorders if wet well levels can be lowered after new odor control system is installed. If data is accurate, flow readings can be used to refine model.
- 5) **Update Flow Projections.** Plummer will update wastewater flow projections using census tract data or other sources provided by the City to project expected population growth for the near term (5 years) to 20 years. If the projected design flows are greater than the current flows, Plummer will evaluate the downstream gravity system to confirm its available capacity to receive additional flow.

Deliverables:

- Technical Memorandum No.2: Summary of Current and Projected Flows.

Task 4. Preliminary Engineering Report and Alternative Analysis

Plummer will develop a Preliminary Engineering Report (PER) summarizing the design criteria for rehabilitating the 18th Street Pump Station and an alternative analysis that assesses the capital and life cycle costs of up to three (3) options to determine the agreed-upon solution for the City. This Task will include the following activities:

- 1) **Development of Preliminary Design Criteria.** Plummer will develop preliminary design criteria for each engineering discipline to size and evaluate the pump station rehabilitation alternatives. This design criteria will serve as a basis for the final design phase. The detailed design criteria and applicable codes will be summarized for each of the following disciplines:
 - a. Civil Site and Yard Piping (Including Flood Zone Requirements)
 - b. Process Mechanical
 - c. Structural
 - d. Electrical (Including Design Criteria to Size Generator)
 - e. Instrumentation and Control
 - f. HVAC
 - g. Landscape Architecture
 - h. Architecture
- 2) **Develop a 3D Model of Existing Facilities.** Plummer will use 3D BIM to develop a base model of the existing site, facility, and utilities. This model will be used to develop conceptual alternatives for the PER and will be used as the base model for detailed design (Phase 2) in accordance with

Plummer's design CAD and BIM standards. The BIM software utilized by this Project shall be Autodesk.

3) Pump Station Alternative Configurations. Below is a summary of the alternatives that may be evaluated:

- a. Alternative 1: Install a new pre-cast or fiberglass wet well inside the existing structure. Complete bypass will be required.
- b. Alternative 2: Converting the existing structure itself into a wet well. Complete bypass will be required.
- c. Alternative 3: Build a new wet well next to the existing structure.

Each pump station configuration alternative will include an evaluation of the options for optimum pump selection, pumping strategy, and related electrical and controls.

Through an emergency repair project, the City is installing a new control panel above the 100-Year Flood elevation. All three alternatives will include an evaluation of whether to continue to use and incorporate the panels into the new design.

4) Evaluate Site Constraints. Plummer will evaluate site constraints for the following: Space constraints, relocation of existing utilities, right-of-way (ROW) adjustments, ingress and egress, site security, coordination issues with stormwater pond, 100-year floodplain elevations, and electrical power supply requirements.

Plummer will evaluate routing options and constraints to redirect the influent pipes into the new or modified pump station and any other existing utilities.

5) Permitting Requirements. Plummer will summarize the Design and Construction Phase Permitting requirements and expected fees for the project. The permitting agencies are expected to include the following:

- a. Florida Department of Environmental Protection (FDEP)
- b. Southwest Florida Water Management District
- c. City of Tampa Building Permit
- d. City of Tampa Right-of-Way Permit

6) Opinion of Probable Construction Cost. Plummer will develop planning-level estimates of each alternative's opinions of probable construction and operating costs (OPCCs) (for up to three alternatives). The Planning cost estimates will be based on EPA and industry-published cost curves, experience with analogous systems, and vendor-based estimates of major equipment. The OPCCs will represent an industry-standard American Association of Cost Engineers (AACE) Class 4 level. Detailed capital construction and total project costs will be presented for each project phase.

- 7) **Sequence of Construction.** Plummer will provide an approach to construction sequencing for the agreed-upon alternative that maintains operations and permit compliance for the duration of construction. This approach will be used to refine the OPCC to price risks and items such as bypass pumping.
- 8) **Summary of Detailed Design Drawings and Specifications.** Plummer will include a list of the anticipated detailed design drawings and specifications.
- 9) **Preliminary Engineering Design Drawings.** Plummer will prepare preliminary design drawings for the selected alternative. The drawing package will include the following sheets:
 - a. Cover page with the project name and location
 - b. Process Flow Diagram
 - c. Site Civil Plan – Demo
 - d. Site Civil Plan - Proposed Layout
 - e. Site Civil Plan & Profile – Major Yard Piping
 - f. Site Civil Sections and Details
 - g. Process Mechanical Plans
 - h. Process Mechanical Sections and Details
 - i. Electrical One-Line Diagram
 - j. Major Electrical Equipment Layout
 - k. Process and Instrumentation Diagram
 - l. Preliminary Process and Control Description(s)
 - m. List of proposed specification sections

Deliverables:

- Alternative Analysis / Draft PER Workshop
- Draft Preliminary Engineering Report to summarize the design criteria, alternative analysis, and the selected alternative. This includes the final pump selection and operating strategy, the elected pump station configuration, odor control system, and other required improvements.
- Draft Preliminary Engineering Drawings (30% Design) and specifications list to develop the capital and operating costs for the selected alternative.
- Final Preliminary Engineering Report

Task 5. Surveying and Underground Utility Locates

- 1) **Topographical Survey.** Plummer will perform topographical surveying at the pump station site. Permanent control points based on City benchmarks to USGS datum will be established. The following items will be included in the Survey scope:
 - a. Identify the adjacent property owners to establish the existing property corners as necessary and adjacent easements and ROWs to accurately establish buffer zone requirements for the site improvements.

- b. Location of all structures and above-ground improvements to establish an As-Built base file to prepare design documents.
- c. Surveying hydraulic control points, finished floor, tops of wall, and upstream invert elevations to confirm operating levels and the system head curve.
- d. Topographical survey of the site within known boundaries.
- e. Remobilization to survey the location of geotechnical borings upon completion of drilling.
- f. Survey elevations across the survey area at 20-foot intervals or at grade changes, including the top of pond banks.
- g. The extent and centerline of roads (including the type of surfacing), as well as paths, sidewalks, drive approaches, lane markings, traffic signs, road surface transitions, and other transportation-related items.
- h. Top of curbs, gutter flow lines, and other drainage flow paths.
- i. Building and above-ground structures, corner locations/extends, and floor elevations.
- j. The location of trees and hedges is 6 inches in diameter and larger. Indicate location, diameter, and species. Show the extent of wooded areas.
- k. Power, utility, light poles, overhead power lines, guy wires, anchors, electric vaults, fencing, sheds/outbuildings, barriers, gates, signs, and telephone pedestals.
- l. The degree of accuracy of the survey shall be according to the following:
 - Alignment of Tangents and Curves: Within 0.10 Foot.
 - Blue Tops: Set within 0.10 Foot.
 - Cross-Section Points: Locate within 0.10 foot, horizontally and vertically.
 - Vertical Elevation Surveys: Close within 0.05-foot times the square root of circuit length in miles.
 - Topography Contours: Present 1-foot final contours

2) **Subsurface Utility Engineering.** Location of all subsurface utilities within the 18th Street Pump Station site boundaries. Plummer shall be responsible for determining the location of known or identifiable buried utilities and will also be responsible for recording contact information associated with these utilities, including utility affixation, contact name, address, and phone number. Utilities that cannot be directly observed shall have the locations determined by record drawings or from utility locate marks supplied by the utility owner or by a 3rd party locate service. Specific subsurface utilities to identify in the survey include the following:

- a. Existing water mains, fittings, and services. Include pipe and appurtenances that cannot be directly observed (bends, tees, etc.) and observable appurtenances such as fire hydrants and water valve boxes. The elevations of the top of valve operator nuts shall also be recorded.
- b. Existing storm and sanitary sewers, manholes, force mains, storm inlets, culverts, and associated items. Manholes and storm drain inlet information shall include the location of the manhole lid center and elevations of pipe inverts. Manholes outside the survey boundary shall also be surveyed if downstream pipes are suspected to be within the survey boundaries.

- c. Fiber optics, phone, and other communication utilities.
- d. Buried power (including duct banks), traffic signals, and traffic loops.
- e. Natural gas and other petroleum transmission and distribution systems.
- f. Any underground structures or utilities such as underground tanks, thrust blocks, vaults, etc.
- g. Chemical feed lines and associated existing chemical feed system components.
- h. Provide traffic control within the designated work area while locating the subsurface utilities. Traffic control is to be maintained in accordance with applicable standards. Provide safety devices, signs, and/or other safety equipment.
- i. Utilizing conventional electronic designating equipment together with Ground Penetrating Radar (GPR), designate and mark with paint and/or flags the horizontal location of found underground utilities (larger than 1" in diameter).
- j. The collected utility information from the survey will be used to develop and refine the Civil 3D model.
- k. Based upon engineering considerations, including the above information and proposed design, Plummer shall provide a Utility Conflict Matrix containing up to 21 potential utility conflicts by appropriate coordinates.
- l. Utilizing the Utility Conflict Matrix described above, survey and pre-stake each utility conflict.

Deliverables:

- Civil 3D CAD File of the Site
- Sign and Sealed Survey

Task 6. Geotechnical Services

Plummer will provide Geotechnical Engineering Services to develop the Preliminary Engineering Report and 30% Design for the Pump Station and Electrical Building. The objective of this task is to obtain subsurface geotechnical conditions at the project site to determine the required structural design criteria for the project and provide foundation recommendations. The following is included in this task:

- 1) A total of three (3) boring are anticipated. One (1) boring will be provided to a depth of 40 feet below grade adjacent to the existing dry pit; one (1) boring will be provided to a depth of 40 feet below grade adjacent to the existing wet well, and one (1) boring will be provided to a depth of 25 feet below grade in the area of the proposed electrical building.
- 2) Borings will be used to estimate site stratigraphy and soil samples will be collected for lab testing. All specified field and lab tests will be prepared per ASTM standards.

- 3) Prepare a geotechnical report with bore logs and test data, groundwater conditions, foundation recommendations for structures, pavement recommendations, structural fill requirements, and general earthwork recommendations. Including the following:
- a. The Feasibility of utilizing a shallow-spread foundation system to support the proposed electrical building structures and the suitability of a slab-on-grade.
 - b. Design parameters required for the proposed structure electrical building foundation system, including allowable bearing pressures, foundation levels and soil compaction recommendations.
 - c. General location and description of potentially deleterious materials discovered in the borings that may interfere with construction progress and structure performance, including existing fills or surficial organics.
 - d. Identification of groundwater levels at the boring locations.
 - e. Geotechnical parameters for use by the structural engineer in designing the pump station improvements.
 - f. General construction considerations.

Deliverables:

- Draft Geotechnical Report
- Final Geotechnical Report

Task 7. Owner's Allowance for Additional Services

An owner's allowance is included to be used for any required additional services related to the scope of services. No work shall be performed, nor shall payment be made prior to written authorization by the City based on a scope and fee mutually agreed upon by the City and Plummer. Allowances include additional design efforts not currently part of this scope and additional odor control analysis and fan testing.

Notwithstanding anything herein to the contrary, any charge or increase to allowance amounts must be approved by the City in advance and in writing. If not approved, the charge will be deemed to be at Plummer's sole cost without reimbursement. Any remaining allowance amounts shall belong 100% to the City.

III. PROJECT ASSUMPTIONS

The following are project assumptions:

- 1) Plummer will rely on outputs from the calibrated hydraulic model(s) of the City system, developed and calculated by others and provided by the City.
- 2) Plummer will rely on population and demand projections by others to define modeling wastewater flow projections.
- 3) Plummer’s Milestone Schedule assumes the City will complete their reviews and provide consolidated comments within 14 calendar days for receiving our draft deliverables.

IV. ADDITIONAL SERVICES NOT INCLUDED

The following additional services are not included in this scope of work. If the following services are determined to be necessary, an amendment will be required.

- 1) Population and demand projections.
- 2) Environmental Assessment.
- 3) Detailed Engineering Design.
- 4) Permitting. Permitting requirements will be summarized in the PER.
- 5) Odor Control Dispersion Modeling
- 6) Forcemain or gravity sewer condition assessment
- 7) Archeological Services
- 8) Remobilization of survey or SUE due to removal or tampering of flagging and markers.

V. SCHEDULE

A summary of the project milestone schedule is provided in the table below.

Task	Project Milestones	Duration from NTP (Calendar Days)
1	Kickoff Meeting	14
2	TM No.1 Summary of Condition Assessment Findings	60
3	TM No.2: Summary Current and Projected Flows	75
4	Alternative Analysis / Draft PER Workshop	120
4	Submit Draft Preliminary Engineering Report	165
4	Finalize Preliminary Engineering Report	195

Exhibit B -Compensation

For performing the services identified in Exhibit A, the Lump Sump fee of \$486,582.36 is established and detailed below.

Task	Description	Fee (\$)
1	Project Management, Meetings, and Site Visits	\$53,195.00
2	Data Collection and Site Investigation	\$37,142.50
3	Pump Station Capacity Modeling and Design Flow Projections	\$44,594.00
4	Preliminary Engineering Report and Alternative Analysis	\$226,648.36
5	Surveying and Underground Utility Locates	\$17,926.50
6	Geotechnical Services	\$7,076.00
7	Owner's Allowance for Additional Services	\$100,000.00
Total		\$486,582.36

	Principal II (hrs)	Sr. Pro Mgr (hrs)	Sr. Pro Engr (hrs)	EIT III (hrs)	Constructibility / Estimating (hrs)	Designer/Tech III (hrs)	Admin Staff (hrs)	Subconsultants / Reimbursables Fee (\$)	Plummer Labor Fee (\$)
18th Street Pump Station Rehabilitation	36	209	319	587	92	278	43	\$ 101,276	\$ 385,307
Task 1 Project Management, Meetings, and Site Visits	24	55	37	44	32	0	15	\$ 7,650.00	\$ 43,545.00
1 Project Management and Quality Management Plan (PMP)	1	2	2					\$ 8,900.00	\$ 1,265
2 Monthly Invoices and Progress Updates		3	0				0		\$ 2,625
3 Develop and Maintain a Project Schedule	1	2	4						\$ 1,655
4 Project Management Coordination	1	8	11	12			8	\$ 750.00	\$ 7,364
4a Kick-off Meeting	1	2	4	8			1		\$ 2,995
4b Regular Progress Meetings	4	6	8	12					\$ 5,974
5 Quality Assurance and Quality Control	10	32	4	12	32				\$ 23,666
Task 2 Data Collection and Site Investigation	2	35	20	42	6	0	12	\$ 13,900.00	\$ 23,242.50
1 Data Collection and Review		4	4	10			4	\$ 8,900.00	\$ 4,772
a. Interviews with City Staff and Operators		1	2	4					\$ 1,283
b. Perform Wastewater and Odor Control Sampling		2	4	8					\$ 2,966
2 Condition Assessment	2						8		\$ 1,490
a. Prepare Field Condition Assessment Protocol		2	2	4					\$ 1,558
b. Perform one (1) Site Visit with each Discipline Lead		24	8	8	0				\$ 10,916
c. Prepare Summary of Findings in PER		2	2	4					\$ 1,558
d. Lead and Asbestos Survey								\$ 4,000.00	\$ -
Task 3 Pump Station Capacity Modeling and Design Flow Projections	2	36	70	132	0	0	0	\$ -	\$ 44,594.00
1 Future Growth Projections		8	16	32					\$ 10,264
2 Review of Current Capital Improvement Plan (CIP) Projects		4	8	4					\$ 2,888
3 Capacity Analysis and Hydraulic Modeling	1	8	24	60					\$ 16,475
4 Calibrated Completed Model		8	16	20					\$ 8,410
5 Update Flow Projections	1	8	8	16					\$ 6,557
Task 4 Preliminary Engineering Report and Alternative Analysis	8	76	191	352	48	278	16	\$ 62,738.36	\$ 163,910.00
1 Development of Preliminary Design Criteria	2						10		\$ 2,330
a. Civil Site and Yard Paving (inc. Flood Zone Req.)		4	16	40					\$ 10,400
b. Process Mechanical Design		10	20	40					\$ 14,480
c. Structural Design		2	6	8				\$ 18,908.36	\$ 2,956
d. Electrical Design	2	4	6	10				\$ 42,930.00	\$ 4,465
e. I&C Design		8	12	24					\$ 8,248
f. HVAC (inc. Odor Control)		8	16	32					\$ 10,264
g. Landscape Architecture Design		2	6	8					\$ 2,956
h. Architecture Design		2	4	8					\$ 2,566
2 Develop a 3D Model of Existing Facilities		2	2	8		40			\$ 7,716
3 Pump Station Alternative Configurations and Evaluation	2	4	40	60	12	90			\$ 33,922
4 Evaluate Site Constraints		2	4	4	2				\$ 2,388
5 Permitting Requirements		1	2	4					\$ 1,283
6 Opinion of Probable Construction Cost		3	6	8	24				\$ 8,505
7 Sequence of Construction		2	4	4	8				\$ 3,708
8 Summary of Detailed Design Drawings and Specifications		2	2	6	2				\$ 2,307
9 Preliminary Engineering Design Drawings (90 Percent)	2								\$ 650
a. Cover page with project name and location				2		2			\$ 586
b. Process Flow Diagram and Hydraulic Profile		1	2	6		8			\$ 2,700
c. Site Civil Plan - Demo		1	2	4		12			\$ 2,845
d. Site Civil Plan - Proposed Layout		1	3	6		16			\$ 4,003
e. Site Civil Plan - Major Yard Paving		1	2	4		12			\$ 2,845
f. Process Mechanical Plan		2	8	32		24			\$ 10,378
g. Process Mechanical Sections and Details		2	6	20		32			\$ 9,632
h. Electrical One-Line Diagram		1	2	2		4			\$ 1,528
i. Process and Instrumentation Diagram		4	6	8		30			\$ 7,661
j. Preliminary Process and Control Descriptions		1	2	4		8			\$ 2,391
Task 5 Surveying and Underground Utility Locates	0	4	7	10	4	0	0	\$ 13,037.50	\$ 4,088.00
1 Topographical Survey		2	4	0	2			\$ 7,108.50	\$ 2,697
2 Subsurface Utility Engineering (SUE)		2	3	4	2			\$ 5,929.00	\$ 2,193
Task 6 Geotechnical Services	0	3	4	7	2	0	0	\$ 3,958.00	\$ 3,126.00
1 Three (3) Borings		1	1	1	1			\$ 2,950.00	\$ 430
2 Geotechnical Report		2	4	6	2			\$ 1,008.00	\$ 2,697
Task 7 Owner's Allowance for Additional Services									\$ 100,000
TOTAL LABOR									
Total Labor Hours	36	209	319	587	92	278	43	-	\$ 385,306.50
Total Labor Amount									
Labor Rates per Hour	\$325.00	\$275.00	\$195.00	\$154.50	\$219.75	\$138.50	\$105.00	-	
Total Amounts by Labor Category	\$ 11,700	\$ 57,475	\$ 62,205	\$ 90,692	\$ 20,217	\$ 38,303	\$ 4,515	\$ 101,273.86	\$ 486,582.36
Labor Category Percent of Total Labor	2.4%	11.8%	12.8%	18.6%	4.2%	7.9%	0.9%	20.8%	
GRAND TOTAL - 18th Street Pump Station Rehabilitation									\$ 486,582.36

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 the itself (charging Firm for same) and at City's option suspending Firm's performance until such coverage is in place. If Firm does not reimburse City for such costs within 10 days after demand, in addition to any other rights, City shall also have the right to offset such costs from amounts due Firm under any agreement with the City. All provisions intended to survive or to be performed subsequent to the expiration or termination of the Agreement shall survive, including without limitation Firm's obligation to maintain or renew coverage, provide evidence of coverage and certified copies of policies, etc. upon City's request and/or in response to a potential claim, litigation, etc.

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

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

MINIMUM SCOPE AND LIMIT OF INSURANCE ¹

A. Commercial General Liability (CGL) Insurance on the most current Insurance Services Office (ISO) Form CG 00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily, personal and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and completed operations liability coverage maintained for at least 3 years after completion of work. Limits shall not be less than \$1M per occurrence and \$2M general aggregate for Agreements valued at \$2M or less; if valued over \$2M, a general aggregate limit that equals or exceeds the Agreement's value. If a general aggregate limit applies, it shall apply separately to the project/location (ISO CG 25 03 or 25 04 or equivalent). **(ALWAYS APPLICABLE)**

B. Automobile Liability (AL) Insurance in accordance with Florida law, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. AL insurance shall not be less than: (a) \$500,000 combined single limit each occurrence bodily injury and property damage for Agreements valued at \$100,000 or less or (b) \$1M combined single limit each occurrence bodily injury and property damage for Agreements valued over \$100,000. If transportation of hazardous material involved, the MCS-90 endorsement (or equivalent). **(ALWAYS APPLICABLE)**

C. Worker's Compensation (WC) & Employer's Liability Insurance for all employees engaged under the Agreement, Worker's Compensation as required by Florida law. Employer's Liability with minimum limits of (a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for Agreements valued at \$100,000 and under or (b) \$1M bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each for all other Agreements. **(ALWAYS APPLICABLE)**

D. Excess (Umbrella) Liability Insurance for Agreements valued at \$2M or more, at least \$4M per occurrence in excess of underlying limits and no more restrictive than underlying coverage for all work performed by Firm. May also compensate for a deficiency in CGL, AL, or WC. **(ALWAYS APPLICABLE)**

E. Builder's Risk Insurance for property loss exposure associated with construction/renovation/additions to buildings or structures, including materials or fixtures to be incorporated. Must be "All Risk" form with limits of no less than the project's completed value, have no coinsurance penalties, eliminate the "occupancy clause", cover Firm (together with its contractors, subcontractors of every tier, and suppliers), and name City as a Loss Payee. **(IF APPLICABLE)**

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

G. Architects & Engineers Liability/ Professional Liability (E&O)/ Contractors Professional Liability (CP/L)/ 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

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

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

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

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

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

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

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

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

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

ADDITIONAL REQUIREMENTS

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

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

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

- Contract Administration Department, 306 E Jackson St, Tampa, FL 33602 Purchasing Department, 306 E Jackson Street, Tampa, FL 33602
 Other: _____

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

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

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

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

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

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

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

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

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

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



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

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

Contract No.: 24-D-00035 Contract Name: 18th Street Pump Station Rehabilitation Design
 Company Name: Plummer Associates, Inc. Address: 4890 W. Kennedy Blvd.; Suite 985 Tampa, FL 33609
 Federal ID: 75-1595621 Phone: (813) 776-6402 Fax: _____ Email: mflint@plummer.com

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

No Firms were contacted or solicited for this contract.

No Firms were contacted because: _____

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

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

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

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
Federal ID					
WMBE 47-152844	Anticus Engineering 104 2nd SW Ruskin, FL 33570 (813) 642-3965 / jberg@anticuseng.com	CF	925	L, E, P	Y
WMBE 20-3422039	Earth Resources 3411 W. Dorchester Dr. Tampa, FL 33611 (813) 333-2971 / (813) 333-2964 nscott@earthresources.us	CF	925	L, E, P	Y
SLBE, WMBE 33-1142500	The Valerin Group 3903 Northdale Blvd., Suite 100E Tampa, FL 33622 (813) 404-15727 valeriec@valerin-group.com	HF	925	L, E, P	Y
WMBE, SLBE 20-0552998	Anderson Lesniak Limited, Inc. 15085 Dusky Warbler Rd. Weeki Wachee, FL 34614 alyson@andersonlesniak.net	CF	925	L, E, P	Y
SLBE 59-2836073	Engineering Design Technologies (EDT) 1411 N. Westshore Blvd., Suite 202 Tampa, FL 33607 bhall@edt1.com	HM	925	L, E, P	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: John J. Keane Name/Title: Florida Area Leader Date: 4/24/2025

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



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

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

Contract No.: 24-D-00035 Contract Name: 18th Street Pump Station Rehabilitation Design
 Company Name: Plummer Associates, Inc. Address: 4890 W. Kennedy Blvd.; Suite 985 Tampa, FL 33609
 Federal ID: 75-1595621 Phone: (813) 776-6402 Fax: _____ Email: mflint@plummer.com

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

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

Note: Form MBD-20 must list ALL subcontractors To-Be-Utilized including Non-minority/small businesses

No Subcontracting/consulting (of any kind) will be performed on this contract.

No Firms are listed to be utilized because: _____

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

Enter "S" for firms Certified as Small Local Business Enterprises, "W" for firms Certified as Women/Minority Business Enterprise, "O" for Other Non-Certified

S = SLBE W=WMBE O =Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
WMBE 47-1525844	Anticus Engineering 102 2nd SW Ruskin, FL 33570 (813) 642-3965 / jberg@anticuseng.com	CF	925	Unk	___%
WMBE 20-3422039	Earth Resources 3411 W. Dorchester Dr. Tampa, FL 33611 (813) 333-2971 / (813) 333-3001 / hscott@earthresources.us	CF	925	Unk	___%
SLBE, WMBE 33-1142500	The Valerin Group 3903 Northdale Blvd., Suite 100E Tampa, FL 33624 (813) 404-1572 / valeriec@valerinn-group.com	HF	925	Unk	___%
WMBE, SLBE 20-0552998	Anderson Lesniak Limited, Inc. 15085 Dusky Warbler Rd. Weeki-Wachee, FL 34614 alyson@andersonlesniak.net	CF	925	Unk	___%
SLBE 59-2836073	Engineering Design Technologies (EDT) 1411 N. Westshore Blvd., Suite 202 Tampa, FL 33602 bhall@edt1.com	HM	925	Unk	___%

Total ALL Subcontract / Supplier Utilization \$ Unknown

Total SLBE Utilization \$ Unknown

Total WMBE Utilization \$ Unknown

Percent SLBE Utilization of Total Bid/Proposal Amt. % Percent WMBE Utilization of Total Bid/Proposal Amt. 20 %

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

Signed: Name/Title: John Keane, PE; Florida Area Leader Date: 4/24/2025

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

Forms must be included with Bid / Proposal