CAD/hh

RESOLUTION NO. 2025 - 433

A RESOLUTION AUTHORIZING AN AGREEMENT FOR CONSULTANT SERVICES IN THE AMOUNT OF $763,691 BETWEEN THE CITY OF TAMPA AND TETRA TECH, INC. IN CONNECTION WITH CONTRACT 25-D-00014 COACHMAN AVENUE WASTEWATER IMPROVEMENTS 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 Tetra Tech, Inc. ("Firm") to provide professional services in connection with 25-D-00014 Coachman Avenue Wastewater Improvements 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 to develop and design wastewater system improvements to prevent future storm-related wastewater overflows along W. Coachman Avenue and W. Alline Avenue, along with data acquisition throughout the Bayshore Basin; 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 25-D-00014 Coachman Avenue Wastewater Improvements 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 approves an agreement between the City of Tampa and Tetra Tech, Inc. in the amount of $763,691 for the Coachman Avenue Wastewater Improvements 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.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON 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 Tetra Tech, Inc., a Delaware corporation authorized to do business in the State of Florida, ("FIRM"), the address of which is 5201 W. Kennedy Blvd, Suite 620, 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 25-D-00014, Coachman Avenue Wastewater Improvements 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 $763,691 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 $1,00,000 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 appropriates. With respect to this Agreement, the City has budgeted and appropriated sufficient monies to fund the City's obligations under this Agreement. The obligations of the City hereunder shall not constitute a general indebtedness of the City within the meaning of the Florida Constitution.

XXX. SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, prohibits agencies or local governmental entities from contracting 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:
Tetra Tech, 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:

By: _____
City Clerk/Deputy City Clerk

[SEAL]

CITY:
City of Tampa, Florida

By: _____
Jane Castor, Mayor

APPROVED AS TO FORM:

_____
Justin R. Vaske, Senior Assistant City Attorney

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: April 11, 2025 (Affiant) Signed: _____

Entity: TETRA TECH, INC. Name: Jon D. Fox

Title: Sr. Vice President

STATE OF Florida
COUNTY OF Orange

SWORN to (or affirmed) and subscribed before me, by means of ☑ physical presence or ☐ online notarization, this 11th day of April, 2025, by Jon D. Fox, as Sr. vice president, who is personally known to me or who has produced _____ as identification.

[AFFIX NOTARY SEAL/STAMP]

HAYLEI STARR MAALEM
MY COMMISSION # HH 476452
EXPIRES: December 27, 2027

_____
Signature of Notary
Name: Haylei Maalem
(Print or Type Name)
Notary Public: State of Florida
My Commission Expires 12/27/2027

Project Understanding

Recent Hurricanes Helene and Milton caused wastewater overflows along Coachman Avenue. Wastewater collection system overflows in the vicinity of Coachman Avenue led to a significant study in 2004 which identified the delivery capacity of the Bayshore Pump Station as a major contributing factor to the system overflows. This report recommended that the City increase the conveyance capacity of the Bayshore Pump Station to mitigate surcharging of the interceptor along Coachman Ave. This improvement was completed in 2005. The pump station is currently being rehabilitated to restore station reliability and improve resiliency under a separate project and should reduce the risk of overflows in the Bayshore Basin. However, since the top of the manholes along W. Coachman and W. Alline Avenues, between MacDill Avenue and Bayshore Blvd, are significantly lower than the manholes along Bayshore Boulevard, this area remains a concern for future storm-related wastewater overflows.

The City is seeking professional engineering services to develop and design wastewater system improvements to prevent future storm-related wastewater overflows along W. Coachman and W. Alline Avenues along with data acquisition throughout the Bayshore Basin. We understand this project will include an initial phase to develop and evaluate alternatives, followed by a second phase to design and develop construction documents for the implementation of the recommended improvements. The proposed scope described below is for the initial phase of this project.

Scope of Services

1. Task 1 – Initial Alternatives Development

1.1. Using existing data and previous hydraulic studies of this area, Tetra Tech will develop a list of up to six (6) initial alternatives to mitigate future overflow potential along W. Coachman and W. Alline Avenues, between MacDill Avenue and Bayshore Boulevard. The initial set of alternatives to be considered will include, but will not be limited to, creating some small sewer basin with dedicated pump station to disconnect the overflow-prone areas from the surcharging conveyance elements, re-routing pump station flows to relieve stressed gravity lines, sealing low-lying manholes along Coachman Ave., and improving the gravity sewer infrastructure. An allowance to evaluate an additional three (3) alternatives that may emerge during this initial part of the project is included in Task 6 below.

1.2. Tetra Tech will present these initial alternatives to the City during an early-phase Workshop. During the workshop, the City will select up to three (3) alternatives to advance and evaluate further.

1.3. Following the workshop, Tetra Tech will advance the preliminary investigations and evaluations of the three (3) selected alternatives by the City. Tetra Tech will utilize the existing hydraulic model and flow approximations based on the capacity of the existing 18" sanitary sewer, for the preliminary evaluation of the selected alternatives. Land use data and parcel counts utilizing GIS will be used to validate the flow calculations. Tetra Tech will conduct a desktop analysis utilizing the City's GIS data to evaluate possible pump station siting, force main corridor and route analysis, and develop connection point alternatives.

1.4. Tetra Tech will develop high-level opinion of probable construction costs (OPCC) that meets the requirements of an AACE Class 5 Estimate for the three (3) selected alternatives. This OPCC shall be used for comparing alternatives and assisting the City in selecting which alternatives to advance to the next level.

1.5. Tetra Tech will conduct a workshop with the City to present the results of the analysis of the selected alternatives and provide recommendations for improvements that should be implemented. After this workshop, the City will select the alternatives for the improvements to be implemented in the next phase of this project.

1.6. Tetra Tech will summarize the results of the alternatives development and evaluation process, as well as the selected alternative to be implemented, in a technical memorandum.

1.7. Deliverables:

1.7.1. Summary of Preliminary Alternatives Development Process and Evaluation Results Technical Memorandum

2. Task 2 – Infrastructure Assessment and Data Collection

2.1. Concurrent with Task 1, Tetra Tech, through its subcontractor USSI, will conduct smoke testing of approximately 251,513 linear feet (LF) of gravity sanitary sewers within the Bayshore Pump Station tributary area, with an initial focus on the W. Coachman and W. Alline Avenues sanitary sewers. A detailed report of defects found during the smoke test will be submitted to the City. The scope will include the supply and installation of up to 120missing cleanout plugs, using USSI's LDL™ Clean-Out Plug, at locations detected by the smoke testing. An allowance to perform up to ten (10) dye tests at areas of questionable inflow is included in Task 6 below.

2.2. Also concurrent with Task 1, Tetra Tech, through its subconsultant Applied Ecology, Inc., (AEI) will collect flow data at ten (10) locations and rain fall data from rain gauges at three (3) locations within the Bayshore Basin for a period of approximately three (3) months during the 2025 storm season. It is anticipated that flow monitors will be installed at manholes which may require temporary maintenance of traffic and confined space entry. Appropriately trained and experienced staff will be utilized for these tasks. The flow locations will be inspected and verified for suitability including signs of erratic flow patterns and presence of debris. Line cleaning may need to be coordinated with the City or a nearby suitable site may be selected during the installation process. If location changes are made in the field, AEI staff will confirm the new locations meet the project goals. It is anticipated that rain gauges will be installed on City property, ideally in fenced locations, and on top of structures or roofs for protection and clear from obstructions to ensure quality data collection. The following metering locations have been identified:

2.2.1. Bayshore Boulevard (upstream of Coachman Ave sewer connection manhole)

2.2.2. Coachman Avenue and Bayshore Boulevard

2.2.3. Coachman Ave. and MacDill Ave.

2.2.4. Bayshore Ct. and MacDill Ave.

2.2.5. Coachman Pump Station

2.2.6. Euclid Ave (12" Gravity Sewer) at Bayshore Blvd

2.2.7. Julia Steet (12" Gravity Line) at Bayshore Blvd

2.2.8. Bayshore Pump Station (30" Gravity Sewer)

2.2.9. Knights Ave (8" gravity sewer) at Bayshore Blvd

2.2.10. Chapin Ave (8' gravity sewer) at Bayshore Blvd

2.3. Deliverables:

2.3.1. Smoke Testing Detailed Report of defects.

2.3.2. Summary of Flow Metering to include QA/QC'd data at 5-minute intervals, installation sheets showing the specifics of the meter installation, records of meter maintenance and check measurements (D, V, sediment...), equipment used and approach for meter maintenance.

3. Task 3 – Model Updates and Calibration

3.1. Model Updates - Using the City's existing GIS data, Tetra Tech will update the existing hydraulic model of the gravity sewer collection and force main transmission systems using the PCSWMM software. Sewer size/elevation data will be obtained from the GIS and supplemented with any field data that may

be collected by the City. Any areas where data has been calculated or supplemented will be clearly identified in the model with the data source. Once data review and collection has been completed, assets will be delineated for inclusion in the model.

3.1.1. The following assets will be included in model development:

3.1.1.1. Gravity Sewers: all City-owned sewer, 8-inches and larger within the area served by the 18-inch Coachman Avenue sewer. The remainder of the existing model network will be maintained as-is.

3.1.1.2. Manholes: All manholes connected to an included gravity sewer

3.1.1.3. Pump Stations: All pump stations within the area directly tributary to the 18-inch Coachman Avenue sewer. The remainder of the existing model network will be maintained as-is.

3.1.1.4. Force Mains: Force mains connected to all included pump stations.

3.1.2. Pump stations will be modeled using pump curves as provided by the City. If pump curves are not available, the stations will be modeled with a nominal firm capacity provided by the City. ON/OFF levels will be included for each pump, as provided by the City. Gravity sewer and force main roughness parameters will be based on textbook values based on material (as provided in the GIS). If material is not available, an average roughness value will be assumed. If the City has data on known sediment accumulation, this data will be incorporated into the model.

3.1.3. The sewer network will be divided into catchments to represent where sewer from various sources is collected. In the hydraulic model, model catchments will be delineated to represent the area tributary to a given model node. Catchments will be delineated based on sewer connectivity, flow meter locations, and areas of expected future growth (if provided by the City). It is expected that all upstream terminal nodes and nodes where non-modeled sewers connect will have a tributary area delineated. The Coachman Avenue system is part of the Bayshore Pump Station Collection System. This will be used as the boundary condition for model.

3.2. Model Calibration - Tetra Tech employs a multiple step process to calibrate dry weather flow (DWF) and wet weather flow (WWF) parameters in the hydraulic model. This process allows us to accurately model each component of the flow stream. Tetra Tech will collect flow and precipitation data under Task 2 above to be used for this effort, including ten (10) flow meters and three (3) rain gauges for a period of approximately three (3) months.

3.2.1. During the data analysis, Tetra Tech will apply its custom SSOAP+ data analytics tool to disaggregate the dry and wet weather flows into discrete time series data. The dry weather flow data is used to identify the base wastewater flow (BWWF) and the seasonal groundwater infiltration (GWI, which is not directly related to rainfall). The SSOAP+ software automates the process of disaggregating the flow data and development of RTK parameters for modeling inflow/infiltration(I/I) in the model.

3.2.2. Dry Weather Flow Calibration - Tetra Tech will follow a two-step process to calibrate dry weather flow in a manner that distributes flows upstream of the meters as they occur. The first step is to develop loading rates based on water use billing records and assign those to the model input locations. Twelve months of billing data will be averaged to create an annual average loading that represents water usage across the service area. The second step is to prorate those loading rates to reflect the observed dry weather flow data observed at the flow meters.

3.2.3. Wet Weather Flow Calibration - Tetra Tech will calibrate the I/I hydrology based on discrete rainfall events previously collected by the City. The calibration will adjust I/I parameters conveyance system in the model within accepted ranges to produce optimal agreement with

measured data, anecdotal system observations and historical complaints. The model will be calibrated to the Chartered Institution of Water and Environmental Management (CIWEM) industry standards. Model calibration will be checked for specific rainfall events and continuous simulations using the following hydrologic and hydraulic parameters and typically acceptable criteria:

3.2.3.1. Peak flow rate (+25/-15%)

3.2.3.2. Event volume (+20/-10%)

3.2.3.3. Nash-Sutcliffe Efficiency Coefficient (greater than 0.5)

3.2.3.4. Hydrograph magnitude, shape and timing (closely resemble measured hydrograph)

3.2.3.5. Hydraulic grade (+1.50'/-0.33')

3.2.4. The model will be run and adjusted such that two-thirds of the events meet these criteria with respect to the observed data. A sensitivity analysis will be used to selectively adjust model parameters to optimally reproduce the system response. Results of calibration efforts will be shown on a standard regression plot to display the agreement between measured and model-projected flow rates and volumes.

3.2.5. The calibration results will be reviewed with the City prior to moving forward into secondary alternative evaluation. Any comments on the modeling will be addressed and final calibration results provided to the City.

3.3. Select Design Condition – Utilizing the calibrated model, Tetra Tech will perform a sensitivity analysis of various theoretical design storm events and data from actual hurricane and/or tropical storm conditions. The purpose of this sensitivity analysis is to quantitatively examine the relationship between recurrence interval and basin flow magnitudes. Results will be summarized and provided to the City with a recommended design condition for alternatives evaluation. The results of the sensitivity analysis and Tetra Tech recommendations will be presented during a third workshop. During this workshop, the City and Tetra Tech will validate the design condition and the alternatives to evaluate during the next phase.

3.4. Deliverables

3.4.1. Summary of Model Calibration Documentation

3.4.2. Sensitivity Analysis and Design Condition Selection Summary

4. Task 4 – Evaluate Alternatives and Recommendations

4.1. Alternatives Evaluation – Once the City has selected a design condition and validated the three (3) alternatives selected in Task 1, Tetra Tech will utilize the calibrated model to further evaluate the alternatives. This effort will include refining the pump station sizing, identify any gravity conveyance improvements, and analyze infiltration and inflow (I&I) reduction measures.

4.2. Tetra Tech will validate the OPCC that meets the requirements of an AACE Class 3 Estimate for the three (3) selected alternatives.

4.3. Economic Comparison – Tetra Tech will compare the construction costs, as well as operations and maintenance costs of the selected alternatives, in order to assist the City in making a final selection of the alternative to be implemented.

4.4. Report – The results of the development and evaluation process will be summarized in a draft technical memorandum submitted to the City for review. A comment review meeting will be scheduled to discuss the City comments. Once the comments are resolved, Tetra Tech will prepare and submit the final report to the City for approval.

4.5. Deliverables:

4.5.1. Summary of Alternatives Development and Selection Process Results

4.5.2. Class 3 OPCC of Selected Alternatives

4.5.3. Economic Comparison of Selected Alternatives

5. Task 5 - Meetings and Workshops

5.1. We anticipate the following meetings and workshops for this project:

5.1.1. Kickoff meeting. To be held within 10 days of receiving the notice to proceed. The purpose of this meeting is to introduce the project team, establish lines of communication, review project objectives, discuss the project scope, review project milestones and establish the project deliverables.

5.1.2. Monthly Progress Meetings. These will be Teams calls, on an as-needed basis, to review status and discuss questions that arise through the course of the work. These meetings will be held as needed.

5.1.3. Model Calibration Review Meeting. Tetra Tech will present the results of the model calibration and share initial findings from the initial model runs.

5.1.4. Technical Memorandum Comment Review Meeting. The meeting will be to discuss the City's review comments prior to finalizing the memorandum.

6. Task 6 - Allowances

6.1. Additional Alternative Analysis - This allowance is for evaluation of up to three (3) additional alternatives, as directed by the City, that may emerge during this initial part of the project. The City Project Manager will provide written authorization prior to using any portion of this allowance.

6.2. Sanitary Sewer Dye Testing – This allowance is for dye testing up to ten (10) locations that are deemed as questionable sources of inflow. It is anticipated that the majority of the sources of inflow in the Bayshore Basin will be identified by the smoke testing included in Task 2.1 above. However, there might be instances that would require additional evaluation utilizing dye testing.

Assumptions/Notes

1. City will provide twelve (12) months of geocoded water billing records of the Bayshore Pump Station Basin.
2. City will provide available flow, run time, and rainfall data from the existing pump stations in the Bayshore Pump Station Basin.
3. Site access and approvals for flow metering and rain gauge installation will be coordinated with the City.
4. The City will assist with any required cleaning at the selected flow metering locations prior to equipment installation.
5. While all efforts will be made to minimize equipment downtime and data gaps, there are no guarantees that data gaps will not be present in the final data deliverable due to unforeseen circumstances.
6. This scope includes 90 days of flow and rainfall monitoring. This monitoring period may be extended by a change order prior to equipment removal.

Schedule

We anticipate the completion of this initial alternatives development and evaluation can be performed within ten (10) months from receiving the notice to proceed.

Task	Duration (weeks)	Cumulative Weeks from NTP
Task 1 – Conceptual Alternatives Development		
▪ **Early Phase Workshop 1**	4	4
▪ **Conceptual Alternatives Selection Workshop 2**	6	10
▪ **City Selects Alternatives for further evaluation**	2	12
▪ **Prepare & Submit Technical Memorandum**	3	15
Task 2 – Infrastructure Assessment and Data Collection	(*concurrent with Task 1*)	
▪ **Smoke/Dye Testing (Dry Season)**	4	4
▪ **Flow Metering (Wet Season)(July 15 – Oct 15)**	18	18
Task 3 – Model Updates and Calibration	10	28
Task 4 – Evaluate Alternatives and Recommendations	4	32
• **Draft Report**	4	36
• **Final Report**	4	40
Task 5 - Meetings	on-going	on-going
Task 6 - Allowances	TBD	TBD

EXHIBIT B - COMPENSATION

PO#
PROJECT: 25-D-00014
TITLE: Coachman Avenue Wastewater Improvements Design

INVOICE NUMBER:
INVOICE DATE:
SERVICES THROUGH:

Compensation

The breakdown of the costs for the six (6) tasks in Exhibit A - Scope of Services is presented below and is a lump sum fee of $763,691. Refer to the attached Price Proposal for a more detailed breakdown of hours and costs.

TASK	TASK DESCRIPTION	BUDGET AMOUNT	BUDGET PERCENT COMPLETE	INVOICE TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
1	Conceptual Alternatives Development	$155,088				
2	Infrastructure Assessment and Data Collection	$337,484				
3	Model Updates and Calibration	$82,002				
4	Evaluate Alternatives and Recommendations	$90,070				
5	Meetings	$37,871				
6	Allowances	$61,177				
	TOTAL	$763,691				

ATTACHMENT:
PRICE PROPOSAL

Price Proposal

Revision Date: Mar 25, 2025

Tampa Coachman Ave WW Improvements Design

Develop and evaluate alternatives to prevent storm-related wastewater overflows along W. Coachman and W. Alline Avenues

Submitted to: City of Tampa (Attn: Charlie Lynch)

Contract Type: Fixed Price

Labor Plan

11 Resource

Price Summary / Totals

Task Pricing Totals	763,691
Specify Add'l Fees on Setup	0
Technology Use Fee	
Add'l Fees for Prem. O/T Labor	N/A
Total Price	**763,691**

Pricing by Resource

Project Phases / Tasks	Schedule From	Schedule Thru	Schedule Months	Work Days Off	Work Days	Total Labor Hrs	Project Manager (J. Utdavinis)	Lead Engineer (J. Toomey)	Technical Lead (J. Brescol)	Project Engineer (R. Rackley)	Hydraulic Model (J. Voss)	Hydraulic Model (Lauryn Roberts)	Field Coordination (H. Comort)	Technical Review (J. Wallace)	GIS (D. Albert)	CAD (J Stano)	Project Admin (B. Taylor)	Labor	Subs	Travel	Mat'ls & Equip	ODCs	Task Pricing Totals
						2,772	252	140	230	460	228	838	306	24	204	36	54	507,235	253,706	2,750	-	-	763,691
1. Initial Alternatives Development						820	102	64	76	244	4	84	104	12	72	24	34	154,538	-	550	-	-	155,088
1.1 Develop Prelminary List of Alternatives						262	26	32	40	44	4	36	48	-	32	-	-	53,920	-	-	-	-	53,920
Review Documents & Data	05/15/25	06/15/25	1.0	3	20	24	4	4	4	8		4						5,337					5,337
Identify Potential Coachman Basin PS Sites	05/15/25	06/15/25	1.0	3	20	48	4	4	8	8			16		8			9,397					9,397
Identify Potential Pipeline Routes	05/15/25	06/15/25	1.0	3	20	60	4	6	8	8			16		16			12,320					12,320
Identify Potential Gravity Sewer Capacity Improvement Options	05/15/25	06/15/25	1.0	3	20	32	4	8	8	4		8						8,106					8,106
Identify Flow Rerouting Options	05/15/25	06/15/25	1.0	3	20	68	8	4	8	8		16	16		8			12,425					12,425
Review Bayshore PS Capacity & Options for Capacity Increase	05/15/25	06/15/25	1.0	3	20	30	2	4	4	8	4	8						6,335					6,335
1.2 Preliminary Alternatives Workshop						148	18	12	12	44	-	8	8	4	16	16	10	28,585	-	550	-	-	29,135
Prepare List with Descriptions	05/15/25	06/15/25	1.0	3	20	16	4			8							4	2,509					2,509
Prepare Conceptual Graphics	05/15/25	06/15/25	1.0	3	20	56	4	4	4	8		4			16	16		10,682					10,682
Prepare General Evaluation	05/15/25	06/15/25	1.0	3	20	30	2	4	4	16				2			2	6,761					6,761
Attend Workshop	05/15/25	06/15/25	1.0	3	20	26	4	4	4	4		4	4	2				6,107		550			6,657
Prepare Minutes	05/15/25	06/15/25	1.0	3	20	20	4			8			4				4	3,027					3,027
1.3 Advance Evaluation of Selected Alternatives						130	14	4	8	40	-	16	24	-	16	-	8	21,225	-	-	-	-	21,225
Pumping Hydraulics & Force Main Sizing (Pumping Option)	06/15/25	08/15/25	2.0	5	39	14	4	2		8								2,882					2,882
Pipeline Route Refinement (Pumping Option)	06/15/25	08/15/25	2.0	5	39	46	4	2		8			16		8		8	7,133					7,133
Existing Utility Analysis (Pumping Option)	06/15/25	08/15/25	2.0	5	39	20	4			8					8			3,383					3,383
Hydraulic Evaluation & Improvement Identification (Remaining Options)	06/15/25	08/15/25	2.0	5	39	50	2		8	16		16	8					7,827					7,827
1.4 OPCC AACE Class 3	06/15/25	08/15/25	2.0	5	39	72	16	4		32			16	4				13,478					13,478
1.5 Alternatives Selection Workshop						136	20	8	8	60	-	8	8	-	8	8	8	23,950	-	-	-	-	23,950
Update List with Descriptions	08/15/25	09/30/25	1.5	4	29	22	4			16							2	3,281					3,281
Refine Conceptual Graphics	08/15/25	09/30/25	1.5	4	29	36	4	2	2	8		4			8	8		6,621					6,621
Update General Evaluation	08/15/25	09/30/25	1.5	4	29	30	4	2	2	16			4				2	5,186					5,186
Attend Workshop	08/15/25	09/30/25	1.5	4	29	20	4	4	4	4		4						4,843					4,843
Prepare Minutes	08/15/25	09/30/25	1.5	4	29	28	4			16			4				4	4,017					4,017
1.6. Technical Memorandum	08/15/25	09/30/25	1.5	4	29	72	8	4	8	24		16		4			8	13,380					13,380
2. Infrastructure Assessment and Data Collection						528	32	-	32	12	76	224	108	-	40	-	4	87,678	248,706	1,100	-	-	337,484
2.1 Smoke Testing	05/15/25	06/30/25	1.5	4	29	100	8		8	4	8	32	40					16,172	125,166	550			141,888
2.2 Flow Metering & Rainfall Data Collection	05/15/25	06/30/25	1.5	4	29	128	16		8	4	8	32	60					20,935	123,540	550			145,025
2.3 Data Gathering & Summary Reports	05/15/25	06/30/25	1.5	4	29	300	8		16	4	60	160	8		40		4	50,571					50,571
3. Model Updates and Calibration						484	16	-	50	-	72	300	-	2	40	-	4	82,002	-	-	-	-	82,002
3.1 Model Updates	08/01/25	10/31/25	2.9	7	58	72	4		4		4	60						10,589					10,589
3.2 Model Calibration	08/01/25	10/31/25	2.9	7	58	234	4		30		40	160						39,778					39,778
3.3 Select Design Condition	08/01/25	10/31/25	2.9	7	58	92	4		8		16	40			24			16,409					16,409
3.4 Summary of Model Calibration Process	08/01/25	10/31/25	2.9	7	58	86	4		8		12	40		2	16		4	15,226					15,226
4. Evaluate Alternatives and Recommendations						468	48	42	22	120	32	122	24	6	40	-	12	90,070	-	-	-	-	90,070
4.1 Alternatives Evaluation	11/01/25	03/15/26	4.3	10	86	152	12	12	16	16	24	72						30,620					30,620
4.2 OPCC AACE Class 3	11/01/25	03/15/26	4.3	10	86	80	8	16		40			16					16,083					16,083
4.3 Economic Comparison	11/01/25	03/15/26	4.3	10	86	56	16	8		24			8					11,895					11,895
4.4 Draft Technical Memorandum	11/01/25	03/15/26	4.3	10	86	130	8	2	4	24	8	40		4	32		8	22,263					22,263
4.5 Final Technical Memorandum	11/01/25	03/15/26	4.3	10	86	50	4	4	2	16		10		2	8		4	9,209					9,209
5. Meetings						176	22	18	22	48	12	36	14	4	-	-	-	36,771	-	1,100	-	-	37,871
5.1 Kickoff Meeting	05/15/25	06/15/25	1.0	3	20	36	4	4	4	16	4	4						7,381		550			7,931
5.2 Monthly Progres Meetings	05/15/25	06/30/25	1.5	4	29	60	10	10	10	20			10					13,426					13,426
5.3 Model Calibration Meetings	08/01/25	10/31/25	2.9	7	58	48	4		4	4	8	24	4					8,284					8,284
5.4 Tech Memo City Comment Meeting	01/15/26	03/15/26	1.9	5	38	32	4	4	4	8		8		4				7,679		550			8,229
6. Allowance						296	32	16	28	36	32	72	56	-	12	12	-	56,177	5,000	-	-	-	61,177
6.1 Evaluate 3 Addional Alternatives	05/15/25	06/15/25	1.0	3	20	256	24	16	24	32	32	72	32		12	12		49,237					49,237
6.2 Dye Testing	05/15/25	06/30/25	1.5	4	29	40	8		4	4			24					6,940	5,000				11,940
Totals	**05/15/25**	**03/15/26**	**9.8**			**2,772**	**252**	**140**	**230**	**460**	**228**	**838**	**306**	**24**	**204**	**36**	**54**	**507,235**	**253,706**	**2,750**	**-**	**-**	**763,691**

EXHIBIT C

CITY OF TAMPA INSURANCE REQUIREMENTS

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

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

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

MINIMUM SCOPE AND LIMIT OF INSURANCE [1]

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

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

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

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

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

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

G. Architects & Engineers Liability/ Professional Liability (E&O)/ Contractors Professional Liability (CPrL)/ Medical Malpractice Insurance where Agreement involves Florida-regulated professional services (e.g. architect, engineer, design-builder, CM, accountant, appraiser, investment banker medical professional) at any tier, whether employed or independent, vicarious design liability exposure (e.g. construction means & methods, design supervision), value engineering, constructability assessments/reviews, BIM process, and/or performance specifications. Limits of at least $1M per occurrence and $2M aggregate; deletion of design/ build liability exclusions, as applicable, and maintained for at least 3 years after completion of work/services and City's acceptance of same. **(IF APPLICABLE)**

H. Railroad Protective Liability CRPL) Insurance for construction within 50ft of operated railroad track(s) or where affects any railroad bridge, trestle, tunnel, track(s) roadbed, or over/under pass. Subject to involved 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

Document updated and approved by Legal and Risk Management as of 08/16/2016

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

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

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

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

ADDITIONAL REQUIREMENTS

ACCEPTABILTIY OF INSURERS- Insurance is to be placed with insurers 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.

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

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

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

☐ Other:_____

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

CLAIMS MADE – If any liability insurance is issued on a claims made form, Firm agrees to maintain such coverage uninterrupted for at 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.

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

WAIVER OF SUBROGATION – With regard to any policy of insurance 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.

Document updated and approved by Legal and Risk Management as of 08/16/2016

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

Page 1 of 4 – DMI Solicited/Utilized Schedules

City of Tampa – Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers)

(FORM MBD-10)

Contract No.: 25-D-00014 Contract Name: Coachman Ave Wastewater Improvements Design

Company Name: Tetra Tech, Inc. Address: 5201 W Kennedy Blvd, Suite 621, Tampa, FL 33609

Federal ID: 95-4148514 Phone: 813-775-9940 Fax: 813-682-2298 Email: james.uzdavinis@tetratech.com

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

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

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

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

S = SLBE W=W/MBE O = Neither Federal ID	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
W 26-4651337	Applied Ecology, Inc. 4915 West Cypress Street, Suite 200, Tampa, FL P: 321.499.3336 E: clistopad@appliedecologyinc.com	HF	925	E	Y
O 65-0891727	USSI, Inc. 752 Commerce Drive, Suite 15, Venice, FL 34292 P: 941.926.2646 E: tim@ussiusa.com	CM	925	E	Y

Failure to Complete, Sign and Submit this form with your Bid or Proposal Shall render the Bid Non-Responsive (Do Not Modify This Form)

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: James B. Uzdavinis Name/Title: James B. Uzdavinis/Project Manager Date: 4/9/25

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

Forms must be included with Bid / Proposal

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

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.: 25-D-00014 Contract Name: Coachman Ave Wastewater Improvements Design

Company Name: Tetra Tech, Inc. Address: 5201 W Kennedy Blvd, Suite 621, Tampa, FL 33609

Federal ID: 95-4148514 Phone: 813-775-9940 Fax: 813-682-2298 Email: james.uzdavinis@tetratech.com

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

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

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

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

☐ **No Firms are listed to be utilized because:** _____

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

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

S = SLBE W=W/MBE O =Neither Federal ID	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 %
W 26-4651337	Applied Ecology, Inc. 4915 West Cypress Street, Suite 200, Tampa, FL P: 321.499.3336 E: clistopad@appliedecologyinc.com	HF	925	$123,540	16%
0 65-0891727	USSI, Inc. 752 Commerce Drive, Suite 15, Venice, FL 34292 P: 941.926.2646 E: tim@ussiusa.com	CM	925	$130,166	17%

Failure to Complete, Sign and Submit this form with your Bid or Proposal Shall render the Bid Non-Responsive. (Do Not Modify This Form)

Total ALL Subcontract / Supplier Utilization $253,706

Total SLBE Utilization $ 0

Total W/MBE Utilization $ 123,540

Percent SLBE Utilization of Total Bid/Proposal Amt. 0 **% Percent W/MBE Utilization of Total Bid/Proposal Amt.** 16%

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

Signed: James B. Uzdavinis Name/Title: James B. Uzdavinis/Project Manager Date: 4/9/25

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