

RESOLUTION NO. 2026 - 200

A RESOLUTION AUTHORIZING AN AGREEMENT FOR CONSULTANT SERVICES IN THE AMOUNT OF \$1,841,429.37 BETWEEN THE CITY OF TAMPA AND DEWBERRY ENGINEERS INC. IN CONNECTION WITH CONTRACT 25-D-00039 WASTEWATER PUMPING STATION REHABILITATIONS DESIGN SERVICES; 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 Dewberry Engineers Inc. ("Firm") to provide professional services in connection with 25-D-00039 Wastewater Pumping Station Rehabilitations Design Services ("Project") as detailed in the Agreement for Consultant Services ("Agreement"); and

WHEREAS, the City desires to enter into this Agreement with the Firm to provide certain professional services that includes, but is not limited to, watershed evaluation, floodplain analysis, alternatives analysis, and development of future capital improvement projects; and

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

NOW, THEREFORE,

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

Section 1. The Agreement between the City of Tampa and Dewberry Engineers Inc., in connection with Contract 25-D-00039 Wastewater Pumping Station Rehabilitations Design Services, copies of which are attached hereto and made a part hereof, are authorized and approved in their entirety or in substantially similar form.

INF26-22326

Section 2. The Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk to attest and affix the official seal of the City of Tampa to, said Agreement on behalf of the City of Tampa.

Section 3. This Resolution provides funding in the amount of \$1,841,429.37 for the Wastewater Pumping Station Rehabilitation Design Services project for use by the Wastewater Department within the Wastewater Future Debt Capital Projects Fund.

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON MAR 26 2026

ATTEST:



CITY CLERK/DEPUTY CITY CLERK



CHAIRMAN\CHAIRMAN PRO-TEM CITY COUNCIL

PREPARED AND APPROVED AS TO
LEGAL SUFFICIENCY BY:

E/S _____

Justin R. Vaske

SENIOR ASSISTANT CITY ATTORNEY

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AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT ("Agreement") made and entered into at Tampa, Florida, as of the ____ day of _____, 2026, which is the date Resolution No. 2026 - _____ 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 Dewberry Engineers Inc., a New York corporation authorized to do business in the State of Florida, ("FIRM"), the address of which is 1479 Town Center Drive, Suite D214, Lakeland, Florida 33803.

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-00039 Wastewater Pumping Station Rehabilitations Design Services ("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 not to exceed \$1,841,429.37 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 a good faith effort toward the utilization of City Certified Small Local Business Enterprise (SLBE) subconsultants or suppliers.

B. The CITY shall make available a list of Certified SLBEs.

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

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

XVIII. CITY CODE OF ETHICS

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

XIX. NEGATION OF AGENT OR EMPLOYEE STATUS

FIRM shall perform this Agreement as an independent consultant and nothing contained herein shall in any way be construed to constitute FIRM or the assistants of FIRM to be representative, agent, subagent, or employee of CITY or any political subdivision of the State of Florida. FIRM certifies FIRM's understanding that CITY is not required to withhold any federal income tax, social security tax, state and local tax, to secure worker's compensation insurance or employer's liability insurance of any kind or to take any other action with respect to the insurance or taxes of FIRM and assistants of FIRM.

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

State of Florida any person or any political subdivision of the State of Florida any person or entity supplying any work, labor, services, goods or materials to FIRM as a result of the provisions of the Services provided by FIRM hereunder or otherwise.

XX. SEVERABILITY

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

XXI. CHOICE OF LAW

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

XXII. DESIGNATION OF FORUM

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

XXIII. AUTHORIZATION

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

XIV. ENTIRE AGREEMENT

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

XXV. INDEMNIFICATION

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

XXVI. ESTOPPEL/WAIVER

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

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

XXVII. AUDIT REQUIREMENTS.

In the event, that during the period of this Agreement, the Firm expends more than \$1,000,000 in federal funds in an operating year from this and other federal grants, the Firm shall, at its own cost and expense, cause to be carried out an independent audit. The audit shall be completed and a copy furnished to the City, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period, unless a longer period is agreed to in advance by the City. For purposes of this Agreement, an operating and/or audit year is the equivalent to the Firm's fiscal year. The determination of when Grant Funds are expended is based on when the activity related to the expenditure occurs.

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

If expenditure does not exceed \$1,000,000 during an operating year, the Firm shall provide the City with its annual financial statement within ninety (90) days of the end of its operating year. Said financial statement shall be prepared by an actively licensed certified public accountant.

State Single Audit: Each non-state entity shall comply with all applicable requirements of section 215.97, F.S., and Audit Requirements. A State single audit is required if a nonstate entity expends \$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:

Dewberry Engineers Inc.

By: _____

Print Name: _____

Title: Pres Exec/Sr Vice Pres CEO Gen Partner

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

Other (must attach proof of authority): _____

License no: _____

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

[SEAL]

ATTEST:

CITY:

City of Tampa, Florida

By: _____

City Clerk/Deputy City Clerk

[SEAL]

By: _____

Jane Castor, Mayor

APPROVED AS TO FORM:

Justin R. Vaske, Senior Assistant City Attorney

ATTESTATION OF COMPLIANCE WITH FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 287.138, FLORIDA STATUTES, 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, AND COMPLIANCE WITH E-VERIFY PURSUANT TO SECTION 448.095, FLORIDA STATUTES

This form must be completed by an Officer of an Entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending a contract with the City of Tampa.

Public Entity Crimes

1. Officer 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. Business Entities placed on either the “discriminatory vendor list” or “antitrust vendor list” are ineligible to transact business with the City of Tampa.
2. Officer understands and attests that neither Officer, 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.

Scrutinized Companies

3. Officer understands that pursuant to Section 287.135(2)(a), Florida Statutes, if the value of the contract is one hundred thousand dollars or more, 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 or Other Entities that Boycott Israel List” (created pursuant to Section 215.4725, Florida Statutes); or is engaged in a boycott of Israel; or 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 is ineligible to contract with the City of Tampa if the Entity:
 - a. 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
 - b. Is engaged in business operations in Cuba or Syria.
4. Officer attests that neither Officer nor the Entity are on the Scrutinized Companies or Other Entities that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor is either engaged in a boycott of Israel, and understand that any resulting contract may be terminated for a falsification of this Attestation.

E-Verify

5. Officer 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.
6. 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.

7. 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 reply to contract with the City of Tampa.

8. 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.

9. Officer 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.

10. Officer 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.

Anti-Human Trafficking

11. Officer 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(2), Florida Statutes.

12. Officer attests to the best of his/her knowledge that commodities offered to the City by the Entity have not been produced, in whole or in part, by forced labor. Any contract that the City may enter into with Entity if Entity is placed on the forced labor vendor list.

Compliance with Foreign Countries of Concern

13. Officer, 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, Florida Statutes.)

b. The government of a foreign country of concern does not have a controlling interest in the 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.)

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

Entity Name: Dewberry Engineers Inc

Officer's Printed Name: Roberto R. Beltran, Jr.

Officer's Title: Vice President

Signature: 

Date: 2-17-26

Exhibit A - SCOPE OF SERVICES
25-D-00039 Wastewater Pumping Station Rehabilitations Design Services
February 25, 2026

A. Project Background and Description

The proposed project is to rehabilitate four existing wastewater pumping stations. The stations' pertinent data is shown in the table below.

Station	Type	Year Built/Renovations	Station top/grade elevations ¹	FEMA Flood Elevation
Indiana	Wet well with duplex 35 gpm submersible grinder pumps, 2-HP, 4" FM	1994	~12'	11' Zone AE, 1% chance
Knights	Wet Pit/Dry Pit, Duplex 450 gpm pumps, 5 HP, 8" FM	1955/1992/2010	11.63'	Zone x, 0.2% chance, 1' above grade elevation
Severn	Submersible Duplex 150 gpm pumps, 2.5 HP, 4" FM	1973/2010	5.13'	13' Zone VE 1% chance
Trilby	Wet Pit/Dry Pit, converted to submersible, Duplex 1425 gpm pumps, 35 HP, 12" FM	1963/1980/1998	6.23'	10' Zone AE 1% chance

¹Data from plan sets converted to NAVD 1988.

A field visit was conducted with City staff on November 21, 2025, to assess the condition of the stations and determine the overall approach to the renovations. Results of the field visit are summarized below:

Indiana Pumping Station

This station consists of two submersible grinder pumps located in a fiberglass 4-foot diameter manhole located in Indiana Ave., which is brick paved. The fiberglass manhole has a large cast iron manhole cover. The submersible grinder pumps 1-1/4-inch PVC piping discharges through the manhole wall to a small utility box that serves as the station valve vault. The discharge piping from the valve vault transitions outside the vault to a 4-inch force main that discharges to the 48-inch sewer interceptor located in Ridge Ave. The electrical service at the station is single-phase 240V. The station electrical and instrumentation are in a control panel located behind the curb of Indiana Ave. in the right-of-way. The site visit identified the following proposed improvements:

1. Bypass pumping equipment will be required for the relatively small flow rate for the station. The bypass pump suction can be fitted to the existing 8-inch sewer discharging into the station wet well with an inflatable "donut" plug. Bypass pumping equipment will be located on the south street side and right-of-way behind barricades that will narrow the low-traffic street during construction.
2. Provide a new top slab and H-20 rated aluminum hatch for the fiberglass manhole. Provide a new concrete valve vault with H-20 rated aluminum hatch. Both of these will continue to be located in Indiana Ave. Maximize the replacement of brick paving around the new hatches.
3. If possible, provide City-standard 2-rail Flygt submersible pumps in lieu of the small grinder pumps. Minimum flow will need to be greater than 80 gpm to maintain 2 ft/s velocity in the existing 4-inch force main. Provide 4-inch diameter discharge piping and valves in the manhole wet well and valve vault.
4. It is unlikely that Flygt pumps with mix-valves can be utilized with the existing 4-foot diameter wet well. If the City desires that one pump have a mix valve, then replacing the existing manhole with a new 6-foot diameter pre-cast concrete wet well will be required.
5. Provide new electrical/instrumentation panels. Locate the panels behind the curb on a new slab with short retaining wall to accommodate the rising grade in the right-of-way. Provide the panel with VFD for each pump motor to convert the existing 240V single-phase service to 3-phase 240V, so that 240V 3-phase pumps can be used. Provide the bottom of the electrical/instrumentation panels 2 feet above the 100-year flood elevation of 11.0'.

Knights Pumping Station

This station is located on a small site fronting Knights Avenue, adjacent to a Verizon facility. The parking on Knights Ave. is limited, as is the space on site for construction. The station is a wet pit/dry pit station. Conversion of the station to a submersible station will follow the model of the recently completed Ballast Point Pumping Station. As well as the wastewater work, the City is obtaining an easement for the property south of the station site and proposes to re-route storm water piping that is located close to the wastewater station foundation. Preliminary layout of the stormwater piping modifications has been provided by the City. Operations staff report that the storm grate located south of the station site clogs with leaves during heavy rains and can flood the interior of the pumping station. The site visit identified the following proposed improvements:

1. Bypass pumping will draw suction from the manhole in Knights Ave. requiring installation of bypass suction piping under the pavement. Bypass pumps will be installed in front of the station adjacent to the street and tie back into the 8" FM.
2. A portion of the station dry well will be converted to a wet well by installation of a partition wall. A fiberglass manhole will be installed in the wet well (screen room) and tied into the existing sewer entering the station, which will direct sewage to the new wet well. The remaining structure will be demolished to below grade and filled with flowable fill or lightweight concrete as necessitated by structural design. The top of the new slab encompassing the wet well, manhole and generator will be located at grade with H-20 rated hatches to allow access to the pumps and equipment from street level. The electrical panels and critical parts of the generator will be located above reported chance of flooding from the adjacent storm inlet. The new walls, plus any additional walls and slab required to accommodate the electrical/control panels, automatic transfer switch and generator will be topped with a new slab.
3. New City-standard Flygt pumps with mix valves will be installed, with new discharge piping and valves to meet current City standards.
4. Provide new electrical/instrumentation panels, automatic transfer switch and generator on top of the new wet well slab. Electrical service will remain 240V 3-phase.

5. Provide stormwater piping improvements per City design. Evaluate the current storm inlet south of the station for a design that will not clog as readily.

Severn Pumping Station

This station is located on a fenced site at the southwest end of Peter O. Knight Airport. The existing submersible station has an existing 6-foot diameter wet well with above-grade discharge piping. Although submersible, the current discharge piping configuration does not match current City standards. The station discharges through a 4-inch FM to a nearby manhole on a gravity sewer line. Operations staff indicate that the area accumulates surface drainage during heavy rains and an elevated driving/walking surface is required. The site visit identified the following proposed improvements:

1. Bypass pumping will draw suction from a nearby manhole in Severn Ave. requiring installation of bypass suction piping under the pavement. Bypass pumps will be installed inside the existing fenced station site.
2. The existing wet well will be rehabilitated to remain in service. The existing top slab, control panel, discharge piping, valves and piping shall be demolished and replaced with a new top slab, pumps, discharge piping and valves to meet current City standards. At least one replacement pump will be equipped with a mix valve and if accommodated by the existing wet well diameter, two will be provided.
3. The new electrical/instrumentation control panels will be located on an elevated platform with sufficient height so that the bottoms of the panels are at El. 15 feet (2 feet above the 100-year flood elevation of 13 feet). This platform will be located adjacent to the existing fence. Electrical service will remain 240V 3-phase.
4. Provide site work to elevate the driving surface from the street to the station and walking areas in the station.

Trilby Pumping Station

This station is located in an existing 30-foot-wide drainage easement on east side of Westshore Blvd. This drainage easement also has other utilities (power, communication, stormwater piping). The existing station was constructed in 1963 as a sewage ejector station and converted to a submersible station. The existing cast-in-place concrete structure for the wet well is in poor condition. Station discharge piping is located in a vault adjacent to the wet well. The station discharges through a 12-inch force main. The 100-year flood elevation for this site is 10 feet, significantly above the grade and station elevation. The site visit identified the following proposed improvements:

1. Sewage flow to the station is from a manhole in the right-of-way of Westshore Blvd. located under a sidewalk/bridge over the ditch to access the site. Bypass pumping suction piping from the top of this manhole would obstruct station access as well as the sidewalk. The suction piping for the bypass pumps will need to access the manhole from the side, and under the bridge spanning the ditch. Bypass pumps will be installed on the station site and tie back into the 12-inch FM.
2. Because of the poor condition of the existing concrete wet well, two options will be examined. One option is to rehabilitate the existing rectangular wet well for continued use. This may include demolition of the demising wall. The second option is to provide a 7-foot diameter fiberglass wet well liner within the existing structure and fill the annular space between this new wet well and the existing structure with lightweight concrete. This would also require demolition of the demising wall. The preferable option will depend on the ability to provide two new Flygt pumps with mix valves in the proposed space. The remaining structure, including top slab and valve vault will be demolished to below grade and a new wet well top slab provided, with extended slab for above grade piping and valves meeting the City's current standards.

3. The new electrical/instrumentation control panels and automatic transfer switch will be located on an elevated platform at the east end of the site with sufficient height so that the bottom of the platform is at Elevation 12.0 feet (2 feet above the 100-year flood elevation of 10 feet). Convert service from 230V 3-phase to 480V 3-phase. The generator will also be located at the east end of the site, with sufficient height on an elevated slab so functioning parts of the generator are at El. 12 feet.
4. The project site has four monitoring wells installed in the mid-1990s as result of a tanker spill in the area. The City wishes to abandon these wells.

A project kick-off meeting was held with the City on November 12, 2025. The meeting documented that this scope of services will include design, permitting and bidding services. Construction services will be separately authorized in the future. The meeting also documented that separate bidding document for each of the four stations will be required, to allow the City to bid to multiple contractors.

B. Scope of Services

Upon authorization to proceed from the City, the Firm will provide the following identified services. This authorization shall be in effect until the Firm completes all services as described in the Firm Agreement and any subsequent modifications hereto.

PHASE 100 – PROJECT MANAGEMENT

Task 101 – Project Management

Firm shall provide project management for the implementation of this project, including project updates and invoicing. Firm will develop and submit monthly invoices to the City's Project Manager in an approved format throughout the project duration. For the purpose of estimating a budget for this task, it is assumed that the project duration is 31 months from Notice to Proceed to the end of the construction. (8 months of design from NTP to submission of 100% design and 23 months of bidding, award and construction services). Invoices will be submitted in a format agreed upon with City and submitted via the Trimble project management system.

Project management and coordination services and attendance at meetings will be provided, and may involve the following, depending on the task:

- Internal design coordination meetings.
- Project kick-off meeting

The Firm will prepare a meeting agenda and meeting minutes. Meeting minutes shall be distributed within seven (7) working days of the date of the meeting. Design review meeting associated with submittals to City, pre-bid meetings, field visits, and coordination with regulatory agencies are included under separate tasks.

PHASE 200 – DATA COLLECTION AND SUPPORT SERVICES

Task 201 – Data Collection

Firm shall request current existing utility information via Sunshine 811 design tickets for each of the four pumping station sites, including areas of connecting utilities and request from the jurisdictional agency for each utility as-built utility information for the existing utilities.

The City shall provide (as available) the data identified in the tasks of this proposal.

The structural subconsultant shall provide detailed examination and measurement of the structures for the rehabilitations.

Task 202 – Survey

The Firm shall provide a topographic and structure survey at each of the four pumping station sites. The survey limits will extend beyond the station boundaries to include adjacent right-of-way and houses that are adjacent to the station site. The survey will include structure elevations and property corners. The survey will include all visible improvements and cross-sections every 25 feet and high and low points. The storm and sanitary sewer structures will include rim elevation, invert elevations, pipe size and type. The survey will include the location of the pump station with invert/top slab and pipe invert elevations, with pipe sizes. The survey will include a digital terrain model and ½ foot contours. Sufficient property corners will be located to delineate property and right-of-way lines. A recoverable baseline shall be established, with horizontal and vertical control. The survey measurements will be in feet and refer to the Florida State Plane Coordinate System, Transverse Mercator, West Zone, NAD 83/90 adjustment, and vertical datum in NAVD 88. The survey will be drawn to City standards.

Certificates of Elevations signed/sealed by PLS required by Building Department for permitting purposes will be provided.

Twelve (12) SUEs are included in this proposal to be utilized for the four stations.

Task 203 – Geotechnical

Geotechnical investigations shall be conducted to document conditions for the following stations:

- Indiana PS: No soil borings are anticipated.
- Knights PS: One 15' deep SPT boring will be conducted south of the existing station to document conditions for stormwater piping improvements and extension of the proposed station slab south past the existing station foundation. Two 15' borings to document conditions for modifications to the station (adding fill).
- Severn PS: One 15' SPT boring in the proposed location of the elevated platform for electrical gear.
- Trilby PS: One 15' deep SPT boring will be conducted east of the existing station to document conditions for proposed platform and generator slab south past the existing station foundation. Two 25' borings to document conditions for modifications to the station (adding fill).

A recommendation report will be provided for the proposed design and construction of these facilities that summarizes the course of study pursued, the field and laboratory data generated, subsurface conditions encountered and geotechnical recommendations and construction considerations.

There are four monitoring wells located on the Trilby Pump Station property. These wells were installed in the 1990's to monitor potential groundwater contamination that could have resulted from a fuel spill in adjacent Westshore Boulevard. These wells will be abandoned in accordance with Water Management District requirements.

Task 204 – Environmental Assessment

Not required for this project.

Task 205 – Pressure Monitoring at Trilby PS

Subconsultant services are provided for 2 weeks of pressure monitoring of the pump station discharge at Trilby Pump Station, in order to document the pumping discharge pressure for this station, which has a manifolded force main with several other pumping stations. The City shall provide the required valved tap needed for the subconsultants measuring device.

PHASE 300 – PRELIMINARY INVESTIGATION

Task 301 – Station Design Flow

The Firm shall utilize information provided by the City to determine the required design pumping capacity for the Severn, Trilby and Knights pumping stations in the following manner:

- The City shall provide information on the existing pumping equipment installed at each station, including pump manufacturer, model number, impeller diameter and rated head and flow.
- City shall provide anecdotal operational information as to the adequacy of the pumping equipment to meet peak flow requirements, including any incidents of high level.
- The City shall provide the following (as available or required):
 - GIS sewer files that will allow the Firm to define the geographic area tributary to each station, and two years of electronic water and sewer billing information in that area.
 - Electronic run time SCADA data for the station in the same time frame.
 - The Firm, with City assistance, shall perform drawdown tests at the station to determine actual pumping capacity.
 - The Firm shall analyze the wet season water consumption and sewer billing information, the run time data and the drawdown test data to determine the adequacy of the existing pumping equipment or recommendations for alternative pumps.
 - The City shall identify any proposed developments in the service area of the pumping station that will impact the station existing capacity.

PHASE 400 – PERMITTING

This phase consists of the preparation and submittal of the forms and documents that are required for obtaining regulatory and construction permits/approvals for the Project. The costs of the permits will be paid for by the Firm, reimbursed by the City from the permitting allowance of this proposal.

Task 401 – Hillsborough County EPC Wastewater Construction Permitting

Pre-application Meeting

The Firm shall request and schedule a preapplication meeting with the Hillsborough County Environmental Protection Commission (HCEPC) to discuss construction permitting for the project. The City will be invited to attend. The Firm shall prepare information to inform the agency of the project

parameters and provide meeting notes, including a summary of the required application forms and associated application fees.

Prepare and Submit Application

The Firm shall prepare the application and accompanying information (PDR) and submit the application. One application for each of the four pumping stations will be submitted.

Respond to Requests for Additional Information

The FIRM shall prepare and submit up to two (2) RAI's per application unless otherwise required to address error and/or omissions of the FIRM in preparing and submitting requisite application documents.

Task 402 - Environmental Resource (ERP) Permitting for Stormwater

Pre-application Meeting

The Firm shall request and schedule a preapplication meeting with the Florida Department of Environmental Protection (FDEP) to discuss stormwater construction permitting for the project. No environmental permitting is anticipated or included in this proposal. Representatives from the Mobility Department Stormwater Division and the Wastewater Department are requested to attend. The Firm shall prepare information to inform the agency of the project parameters, request determination if a permit is required, and provide meeting notes, including a summary of the required application forms and associated application fees.

Prepare and Submit Application

The FIRM shall prepare and submit an application for each of the pumping stations requiring one.

Respond to Requests for Additional Information

The FIRM shall prepare and submit up to two (2) RAI's for each application unless otherwise required to address error and/or omissions of the FIRM in preparing and submitting requisite application documents.

Task 403 – City of Tampa Building Permitting

The Indiana Pumping Station and Trilby Pumping Station are located in the right-of-way and will not require a building permit from the City. The remaining two stations will require building permitting through the City.

Firm will revise 90% plans to address City comments and will provide an e-signed and sealed conformed plan sets for use in submitting for the building permits. Permit applications will be submitted by the City. Firm will revise plans as required to address comments needed to obtain approved building permits.

PHASE 500 – FINAL DESIGN

Task 501 - Prepare 60% Plans and Specifications

Based on the approved Preliminary Design Report, Firm shall prepare contract documents for the construction of each of the four pumping stations. Plans and Specifications shall be provided for each pump station separately so that projects can be bid together or separated as determined later by the City. The contract documents shall comprise one (1) set of contract documents. Construction plans shall be

provided in electronic format using Civil3D and shall be prepared as 11" x 17" sheets. One (1) electronic full-sized prints for each of the four contracts shall be submitted.

Plans will incorporate the City's current standards for pumping stations or stormwater improvements.

Firm shall prepare a complete set of project technical specifications to incorporate all design components anticipated to include the City's bidding documents and Workmanship and Materials format specifications for each contract. Firm will use the City's standard workmanship and materials sections and specific provisions and will be updated as needed to meet the specific requirements of the projects. An EOPCC shall be provided with the 60% submittal for each contract. Firm with assistance from the City will use the 60% plan set to prepare a project task work sheet to identify and provide cost estimates for subcontracting opportunities related to the project construction.

A review meeting with City and the Firm shall be held to receive the City's consolidated comments on the 60% design.

The Firm shall tabulate review comments received along with responses to those comments and submit this to City.

Task 502 – Prepare 90% Plans and Specifications

The 90% design documents shall be prepared based on the 60% design, incorporating review comments. The 90% design shall include the following for each contract:

- Design drawings: These drawings shall be prepared as 11-inch by 17-inch.
- Technical specifications, prepared in City's Workmanship and Materials format.
- 90% EOPCC is not required.

The FIRM shall submit one (1) electronic copy in PDF format.

A review meeting with City and the Firm shall be held to receive the City's consolidated comments on the 90% design.

The Firm shall tabulate review comments received along with responses to those comments and submit this to City.

Task 503 – Prepare 100% Plans and Specifications

The Issued for Bid (IFB) documents shall be prepared based on the revisions needed to obtain building permits. The IFB documents shall include the following for each contract:

- Design drawings: These drawings shall be prepared as 11-inch by 17-inch full-sized drawings.
- Technical specifications.
- 100% EOPCC is not required.
- 100% CAD files.

The FIRM shall submit one (1) signed and sealed electronic copy in PDF format.

PHASE 600 - Bidding and Award

It is assumed that CITY will enter into one contract for construction of each of the four pumping stations. The City may elect to bid these stations together under one contract or separated into multiple contracts as determined by the City. CITY shall advertise the Project and distribute the Project documents. Cost for reproduction and distribution shall be paid by CITY.

Task 601 - Prepare Bid Documents

The Firm shall prepare the following bid documents for each of the four pumping stations:

- One (1) PDF signed and sealed full-size (11'x17") set, which will be used for distribution to bidders.
- Specific Provisions and technical specifications for use by the City distribution to bidders.
- EOPCC.

Task 602 - Pre-Bid Meeting and Site Visit

The Firm shall attend in person a pre-bid meeting at City's office followed by a site visit, for each of the four pumping stations. It is anticipated that these will be separate for each station.

Task 603 - Bid Addenda

Firm shall prepare bid addenda as required to address/respond to questions and comments submitted to the City by prospective bidders for each of the four pumping stations.

PHASE 700 – CONSTRUCTION ADMINISTRATION SERVICES

The Firm shall perform engineering services for the pump station rehabilitation project. The City intends to bid the Severn Pump Station and the Indiana Pump Station as a single construction package (Construction Services Package 700) and the Trilby Pumping Stations (Construction Services Package 700a) and Knights Pumping Station (Construction Services Package 700b) individually. The overall schedules for the construction contracts are expected to be as follows:

- Notice to proceed to substantial completion: 18 months.
- Substantial completion to final completion: 1 month.
- Contract close out after final completion: 1 month.

Task 701 - Preliminary Matters

The Firm shall review and approve the preliminary schedule of shop drawings and submittals, the preliminary schedule of values, and the construction schedule for the Project. The Firm shall provide written interpretations and clarifications of the Contract Documents as requested by the City and determine the acceptability of work. The Firm as requested by the City will render in writing opinions concerning the contractor's requests for formal decisions on claims and disputes. The Firm will assist the City with the inspection and provide written opinions of work that may be defective and/or requires special inspection or testing as may be deemed necessary to assess conformance with the Contract Documents

Task 702 - Pre-Construction Meetings

The Firm shall attend one (1) pre-construction meeting chaired by the City for each of the contracts awarded. The Firm shall prepare any materials requested by City.

Task 703 - Shop Drawings Review

Firm shall review shop drawings, informational submittals, and other technical submittals for the construction contracts.

Task 704 - Site Visits and Construction Meetings

The Engineer of Record (EOR) shall attend up to four (4) progress meetings during the duration of the Contract for each construction contract, as requested by the City. The Engineer of Record (EOR) shall make up to four (4) construction site visits during the duration of the Contract for each construction contract, at intervals required by the EOR or requested by the City. The Firm's Structural Engineer and Electrical/Instrumentation Engineer shall make construction site visits during the duration of the Contract for each construction contract, as required.

Task 705 - Requests for Information

Firm shall review Requests for Information (RFI) and other requests for clarification submitted by the contractor and requested by the City and provide written responses to the City.

Task 706 - Change Orders

Firm, at the City's request, shall review requests from the contractor for changes in contract price or contract time and provide written comments to the City..

Task 707 - Substantial Completion

Upon written notification and receipt of a list of items to be completed/corrected from the contractor as requested by the City, the Firm will visit the site to determine if the work or a designated portion thereof is substantially complete. For the purpose of this task, Firm assumes that one (1) substantial completion site visit will be required for each contract, to include the EOR, structural engineer and electrical/instrumentation engineer.

Task 708 - Final Completion

Final Inspection

Upon request by the City, the Firm will visit the site to determine if the work is complete as required by the Contract Documents. For the purpose of this task, Firm assumes that one (1) final completion site visit for each contract will be required, to include the EOR, structural engineer and electrical/instrumentation engineer.

The Firm will review the contractor's as-built drawings for completeness and compliance with specified requirements. This effort shall include the preparation of written comments for submission to the contractor based on Firm 's review of the as-built drawings.

O&M Manuals

The Firm shall review the operations and maintenance documents for conformance to the specified requirements and provide review comments to the contractor.

Record Drawings

The Firm will prepare record drawings based on the contractor's as-built data. One electronic set of draft record drawings for the contract shall be submitted for review by the City. The Firm will incorporate all comments from the draft review, then submit a digitally signed and sealed electronic set (Portable Document Format) record drawings to the City within 30 days of the receipt of the contractor's final as-built drawings.

The Firm shall prepare and submit an FDEP certification and request to place the pumping station in operation and notification of availability of record drawings and final operation and maintenance manuals.

Permit Close-outs

The Firm shall provide permit close out documents/forms for all permits.

C. Schedule

The FIRM will proceed with the services identified herein immediately upon receipt of an executed Agreement from the City. **Attachment A** provides a graphic schedule for design of the four stations, summarized below:

Submission to City	Days from NTP	Date
Notice to Proceed (NTP)	0	TBD ¹
Submit 60% for Review	128	TBD ²
Submit 90% for Review	204	TBD ²
Submit 100% for Review	248	TBD ²

¹ Notice to Proceed as authorized by City

² Calculated date from City Notice to Proceed

D. Compensation

This AGREEMENT establishes a lump sum by Phase/Task amount of \$1,841,429.37 for design, bidding and construction services. This amount will be billed by percent complete for each Phase/Task of the work, as follows:

Phase 100 – Project Management	\$149,216.00
Phase 200 – Data Collection and Support Services	\$110,640.37
Phase 300 – Flow Investigation	\$21,379.00
Phase 400 - Permitting	\$29,163.00
Phase 500 – Final Design	
60%	\$429,542.00
90%	\$191,545.00
100%	\$111,207.00
Phase 600 – Bidding	\$48,357.00
Phase 700 -SDC Severn and Indiana PSs	\$125,057.00
Phase 700a – SDC Trilby PS	\$111,466.00
Phase 700b – SDC Knights PS	\$108,857.00

Subtotal	\$1,436,429.37
Permitting Allowance	\$5,000.00
Allowance for Additional Services	\$400,000.00
Total	\$1,841,429.37

Compensation for the services performed under this Agreement shall include all personnel services, any reimbursable expenses, which may include, but are not necessarily limited to, such items as reproduction, travel, communication expenses, and postage and shipping. **Exhibit B** shows the breakdown by task.

E. Permitting Allowance

A permitting fee allowance of \$5,000.00 is provided in this proposal for reimbursement to the Firm permitting fees paid to the permitting agencies. The City shall authorize reimbursement to the Firm for actual permitting fees incurred.

F. Allowance for Additional Services

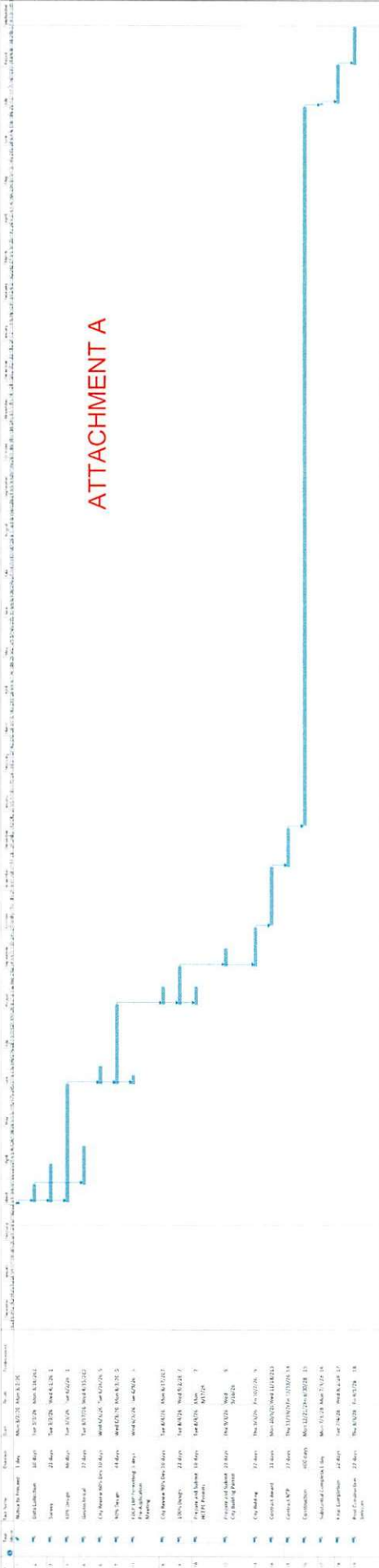
An allowance for additional services of \$400,000.00 is provided for additional services required for the project and not included in the scope of services. No work shall be performed or payment made prior to written authorization by the City based on scope and fee mutually agreed upon by the City and the Firm. Notwithstanding anything herein to the contrary, any changes or increase to allowance amounts must be approved by the City in advance and in writing. If not so approved, the charge will be deemed to be at the Firm's cost without written reimbursement. Any remaining allowances shall belong 100% to the City.

G. Services Not Included

The following services are not included in this scope:

- Bidding document reproduction and distribution.
- Any other services not explicitly stated in Part B.

ATTACHMENT A



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 Firm (together with its contractors, subcontractors of every tier, and suppliers), and name City as a Loss Payee. **(IF APPLICABLE)**
- F. Installation Floater coverage for property (usually highly valued equipment or materials such as compressors, generators, etc.) during its installation. Coverage must be "All Risk" including installation and transit for no less than 100% of the installed replacement cost value. **(IF APPLICABLE)**
- G. Architects & Engineers Liability/ Professional Liability (E&O)/ Contractors Professional Liability (CPL)/ Medical Malpractice Insurance where Agreement involves Florida-regulated professional services (e.g. architect, engineer, design-builder, CM, accountant, appraiser, investment banker medical professional) at any tier, whether employed or independent, vicarious design liability exposure (e.g. construction means & methods, design supervision), value engineering, constructability assessments/reviews, BIM process, and/or performance specifications. Limits of at least \$1M per occurrence and \$2M aggregate; deletion of design/ build liability exclusions, as applicable, and maintained for at least 3 years after completion of work/services and City's acceptance of same. **(IF APPLICABLE)**
- H. Railroad Protective Liability (RPL) Insurance for construction within 50ft of operated railroad track(s) or where affects any railroad bridge, trestle, tunnel, track(s) roadbed, or over/under pass. Subject to involved railroad's approval prior to commencement of work. **(IF APPLICABLE)**.
- I. Pollution and/or Asbestos Legal Liability Insurance where Agreement involves asbestos and/or environmental hazards/contamination risks (defined broadly, e.g. lead, mold, bacteria, fuel storage, underground work, cleanup (owned or non-owned sites), pollutant generation/transportation, marine/natural resource damage, contamination claim, restitution, business interruption, mold, fungus, lead-based paint, 3rd party claims/removal, etc.), with limits of at least \$1M per occurrence and \$2M aggregate, maintained for at least 3 years after Agreement completion. **(IF APPLICABLE)**
- J. Cyber Liability Insurance where Agreement involves portals allowing access to obtain, use, or store data; managed dedicated servers; cloud hosting services; software/hardware; programming; and/or other IT services

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

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

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

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

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

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

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

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

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

ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Failure to Complete, Sign and Submit 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)
(DMI 10 Form)

Contract No.: 25-D-00039 Contract Name: Wastewater Pumping Station Rehabilitations Design
 Company Name: Dewberry Engineers Inc. Address: 1000 N. Ashley Dr. Ste. 801 Tampa, FL 33602-3718
 Federal ID: 13-0746510 Phone: 813.225.1325 Fax: 813.225.1385 Email: rbeltran@dewberry.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 DMI-10 must list ALL subcontractors solicited including Non-minority/small businesses

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

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
SLBE 59-2836073	Engineering Design Technologies Corp. PO Box 152403 Tampa, FL 33684 813.289.8080 bhall@edt1.com	CM	925	E	Y
SLBE 22-3851104	Biller Reinhart Engineering Group, Inc. 3434 Colwell Avenue Suite 100 Tampa, FL 33614 813.908.7203 813.931.5200 rreinhart@billerreinhart.com	CM	925	E	Y
SLBE 65-0277078	Global Sanchez, Inc. 7320 E. Fletcher Avenue Suite 108 Tampa, FL 33637 813.281.0001 max@global-sanchez.com	CM	925	E	Y
O 59-3154723	Tierra, Inc. 7351 Temple Terrace Highway Tampa, FL 33637 813.989.1354 813.989.1355 jantinori@tierraeng.com	HM	925	E	Y
S/W 59-2733609	Suncoast Land Surveying, Inc. 111 Forest Lakes Boulevard Oldsmar, FL 34677 813.854.1342 katie@suncoastls.com, kyle@suncoastls.com	CF	925	E/P	Y

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

Signed: *Robert Beltran* Name/Title: Robert Beltran, Vice President Date: 8.21.2025

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 MAY render the Bid or Proposal Non-Responsive



Page 1 of 2 – DMI Solicited/Utilized Schedules

City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers) (DMI 20 Form)

Contract No.: 25-D-00039 Contract Name: Wastewater Pumping Station Rehabilitations Design
 Company Name: Dewberry Engineers Inc. Address: 1000 N. Ashley Dr. Ste. 801 Tampa, FL 33602-3718
 Federal ID: 13-07446510 Phone: 813.225.1325 Fax: 813.225.1385 Email: rbeltran@dewberry.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 with this form)

Note: Form DMI-20 must list ALL subcontractors To-Be-Utilized.

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: "O" for Other Non-Certified

S = SLBE O = Neither	Company Name Address	Trade, Services or Materials NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
Federal ID	Phone, Fax, Email			
SLBE 59-2836073	Engineering Design Technologies Corp. PO Box 152403 Tampa, FL 33684 813.289.8080 bhall@edt1.com	925	\$325,354.00	22.65%
SLBE 22-3851104	Biller Reinhardt Engineering Group, Inc. 3434 Colwell Avenue Suite 100 Tampa, FL 33614 813.908.7203 813.931.5200 rreinhardt@billerreinhardt.com	925	\$279,060.00	19.43%
O 59-3154723	Tierra, Inc. 7351 Temple Terrace Highway Tampa, FL 33637 813.989.1354 813.989.1355 jantinori@tierraeng.com	925	\$17,031.37	1.19%
S/W 59-2733609	Suncoast Land Surveying, Inc. 111 Forest Lakes Boulevard Oldsmar, FL 34677 813.854.1342 katie@suncoastls.com, kyle@suncoastls.com	925	\$13,900.00	0.97%
O 81-4903266	ECHO UES, Inc. 4803 George Road, Ste. 350 Tampa FL 33634 (888) 778-3246, jerry.comellas@echoues.com	925	\$16,450.00	1.15%
O 03-0607832	QUINN ASSOCIATES 309 N. HOWARD AVENUE TAMPA, FL 33606 813 254-5211 PAUL@QUINNASSOCIATES.COM	912	\$5,625.00	0.39%
SLBE				

Total ALL Subcontract / Supplier Utilization \$ 657,420.37

Total SLBE Utilization \$ 445,973.00

Percent SLBE Utilization of Total Bid/Proposal Amt. 43.05 %

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

Signed: Robert Beltran Name/Title: Robert Beltran, Vice-President Date: 2/17/20

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