

Agmt
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RESOLUTION NO-2014- 237

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$374,500 BETWEEN THE CITY OF TAMPA AND TERRACON CONSULTANTS, INC., IN CONNECTION WITH CONTRACT NO. 14-D-00014; BROWNFIELDS ASSESSMENT AND CLEANUP COOPERATIVE AGREEMENT; AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, via the competitive selection process in accordance with Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act and consistent with Federal procurement policies, the City of Tampa (CITY) selected Terracon Consultants, Inc. (FIRM) to provide professional Engineering services in connection with Contract 14-D-14; Brownfields Assessment and Cleanup Cooperative Agreement, (PROJECT) as detailed in the Agreement for Engineering services (AGREEMENT); and

WHEREAS, the CITY desires to enter into an agreement with the FIRM to provide certain professional Engineering services; and

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

NOW, THEREFORE,

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

Section 1. That the Agreement for Engineering services between the City of Tampa and Terracon Consultants, Inc. in connection with Contract 14-D-00014; Brownfields Assessment and Cleanup Cooperative Agreement as detailed in said AGREEMENT, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in substantially similar form.

Section 2. That 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.

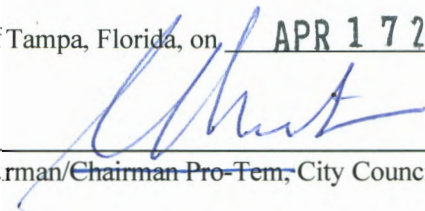
Section 3. That the funding for the project is provided in the amount of \$374,500 from the US EPA FY 2013 Brownfields Assessment Grant Program.

Section 4. That other 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 APR 17 2014.

ATTEST:


City Clerk/Deputy City Clerk


Chairman/Chairman Pro-Tem, City Council

Approved as to Legal Sufficiency by
Justin R. Vaske, Assistant City Attorney

4/2014-17

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into at Tampa, Florida, this ____ day of _____, 2014, by and between the CITY OF TAMPA, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", the address of which is 315 East Kennedy Boulevard, Tampa, Florida 33602, and **TERRACON CONSULTANTS, INC.** a corporation chartered and existing under the laws of the State of **FLORIDA**, hereinafter referred to as "CONSULTANT", the address of which is **504 E. Tyler Street, Tampa, FL 33602.**

WITNESSETH:

WHEREAS, the CITY desires to engage the CONSULTANT to perform certain professional Architectural/Engineering (A/E) consulting services pertinent to such work which shall be referred to as Contract 14-D-00014; Brownfields Assessment and Cleanup Cooperative Agreement "PROJECT" in accordance with this Agreement; and

WHEREAS, the CONSULTANT desires to provide such professional Engineering 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 CONSULTANT to the CITY will be that of an independent professional A/E consultant for the PROJECT; and the CONSULTANT shall provide the professional and technical services required under this Agreement in accordance with acceptable architectural/consultant practices and ethical standards.
- B. The scope of services to be provided is indicated in **Exhibit A**.

II. DATA AND SERVICES TO BE PROVIDED BY THE CITY

The CITY shall provide:

- A. Available plans and specifications of existing construction.

III. PERIOD OF SERVICE

- A. The CONSULTANT shall begin work promptly after receipt of a fully executed copy of the Agreement and a Notice to Proceed. The agreement shall remain in force until the completion of all construction for the Project.
- B. The CONSULTANT's services called for under this Agreement shall be completed provided that, if the CONSULTANT's services are delayed for reasons beyond the CONSULTANT's control, the time of performance shall be adjusted appropriately.

IV. GENERAL CONSIDERATIONS

- A. All original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the CONSULTANT's services under this Agreement shall become and

remain the property of the CITY upon receipt of payment by the CONSULTANT 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 CONSULTANT 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 CONSULTANT, 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 CONSULTANT shall be at the CITY's sole risk, and the CONSULTANT 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 CONSULTANT shall be at the CITY's sole risk, and the CONSULTANT shall have no responsibility or liability therefore.

V. COMPENSATION

The CITY shall compensate the CONSULTANT for the services performed with this Agreement a lump sum (by task) of \$374,500 to be billed in accordance with **Exhibit B**.

VI. PAYMENT

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

VII. RECORDS

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

With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection, or copying purposes at any time during normal business hours at a location within Hillsborough County, Florida as often as the CITY, HUD, representatives of the Comptroller General of the United States or other federal agency may reasonably require. CONSULTANT 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. CONSULTANT 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 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT and supported by back-up documentation.

Upon suspension, cancellation or abandonment hereof, CONSULTANT 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 CONSULTANT.

In the event the PROJECT is suspended, cancelled or abandoned, the CONSULTANT shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the CONSULTANT'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.

X. TERMINATION

A. Termination for Cause.

In the event that the CONSULTANT 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 CONSULTANT shall otherwise be in default under this Agreement; or the CONSULTANT has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Agreement without the CITY's consent or approval; or the CONSULTANT 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 CONSULTANT assets; or the CONSULTANT disclosed CITY confidential information, procedures or activities; or the CONSULTANT fails to aggressively, adequately, timely and appropriately perform the services required by this Agreement to the satisfaction of the CITY, or other similar cause, the City may terminate this Agreement for cause.

Then the CITY may provide five (5) days written notice that the conduct of the CONSULTANT 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 CONSULTANT shall be entitled to compensation for services properly and satisfactorily performed through the date of such termination for cause. However, no allowance shall be included for termination expenses. In the event of such termination for cause, the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date; however, CONSULTANT 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 CONSULTANT prior to the Termination Date shall be documented. In the event the project is terminated for cause pursuant to this Article, the CONSULTANT shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the CONSULTANT'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, CONSULTANT shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by CONSULTANT.

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 CONSULTANT 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 CONSULTANT 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 CONSULTANT in connection with resolution of the amount due to the Firm. The CITY, at its own discretion, shall be entitled to direct the CONSULTANT to terminate any or all the CONSULTANT's subcontracts or subconsulting agreements. In the event the project is terminated for convenience pursuant to this Article, the CONSULTANT shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the CONSULTANT'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 CONSULTANT, 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 CONSULTANT

The CONSULTANT 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 CONSULTANT further covenants that in the performance of this Agreement no person having such interest shall be employed.

The CONSULTANT warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT 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 CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

The CONSULTANT 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 CONSULTANT 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 CONSULTANT from the City. If, in its sole discretion the CITY of Tampa determines that a professional conflict of interest is deemed to exist, the CONSULTANT shall be disqualified from participating in the proposed Project.

XIV. COMPLIANCE WITH LAWS

A. The CONSULTANT 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.

B. If the PROJECT involves E.P.A. Grant eligible work, the CITY and the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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.

XV. ASSIGNABILITY

The CONSULTANT shall not assign or transfer any interest in this Agreement without consent from the CITY; provided, however, that the claim for money due or to become due the CONSULTANT 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 CONSULTANT shall:

A. Not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, handicap, or national origin. The CONSULTANT 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. The CONSULTANT 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 CONSULTANT, 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. The CONSULTANT shall demonstrate good faith effort toward the utilization of City of Certified Women/Minority Business Enterprise (W/MBE) and Small Local Business Enterprise (SLBE) subconsultants or suppliers.

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

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

D. At the time of the submission of invoices, the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT to debarment from any future CITY contracts or agreements.

XIX. NEGATION OF AGENT OR EMPLOYEE STATUS

CONSULTANT shall perform this Agreement as an independent consultant and nothing contained herein shall in any way be construed to constitute CONSULTANT or the assistants of CONSULTANT to be representative, agent, subagent, or employee of CITY or any political subdivision of the State of Florida. CONSULTANT certifies CONSULTANT'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 CONSULTANT and assistants of CONSULTANT.

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 CONSULTANT in connection with the Services the CONSULTANT has agreed to perform hereunder or otherwise, or for any debts or claims of any nature accruing to any person or entity against CONSULTANT; 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 CONSULTANT as a result of the provisions of the Services provided by Consultant 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 part 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 CONSULTANT 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 CONSULTANT and other persons employed or utilized by the CONSULTANT 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, CONSULTANT expends more than \$500,000.00 in federal funds in an operating year from this and other federal grants, CONSULTANT 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 CONSULTANT'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 Circular No. A-133, as amended and 24 CFR Parts 84 and 85, 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, CONSULTANT 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 CONSULTANT of such non-compliance. Said reimbursement shall not preclude the CITY from taking any other action as provided herein.

If expenditure does not exceed \$500,000.00 during an operating year, CONSULTANT 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.

XXVIII. DEFAULT

In accordance with 24 CFR 85.43, 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.

XXIV. BUDGET APPROPRIATIONS

The CITY is subject to Section 166.241, Florida Statutes, and is not authorized to contract for expenditures in any fiscal year except in pursuance of budgeted appropriations. With respect to this Agreement, the CITY has budgeted and appropriated sufficient monies to fund the CITY’s obligations under this Agreement; however, all funding under this Agreement for subsequent years is subject to the availability of funds. The obligations of the CITY hereunder shall not constitute a general indebtedness of the CITY within the meaning of the Florida Constitution.

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 CONSULTANT has hereunto set its hand and Seal in TRIPLICATE, the day and year first written above.

ATTEST:

TERRACON CONSULTANTS, INC.

By: _____
Corporate Secretary (SEAL)

By: _____
Craig M. Anstett, P.E. PRINCIPAL

ATTEST:

CITY OF TAMPA

City Clerk/Deputy City Clerk (SEAL)

By: _____
Bob Buckhorn, Mayor

APPROVED AS TO LEGAL SUFFICIENCY

Justin R. Vaske, Assistant City Attorney

The execution of this document was authorized by Resolution No. 2014-____

EXHIBIT A

Scope of Work – Professional Services City of Tampa Brownfield Assessment & Clean Up Engineering US EPA Brownfields Assessment Grant #: 00D13113

SCOPE OF SERVICES

Activities conducted under this grant will be in accordance with EPA Terms and Conditions included with the City of Tampa EPA Cooperative Agreement. This funding will be used to perform Tasks in support of the community-wide assessment grant (as outlined in the grant application). The scope of services is developed to coincide with the contractual services defined under the Draft EPA Cooperative Agreement Workplan dated, June 14, 2013.

For this contract, Terracon has teamed with Barnes, Ferland and Associates, Inc. Terracon will serve as the Prime Contractor with Barnes, Ferland and Associates, Inc. providing support on each subtask. Therefore, services conducted by Terracon and/or Barnes, Ferland and Associates, Inc. will be referred to by Task(s) below as “Consultant”.

Task 1: Project Management and Reporting (Programmatic Support)

Consultant will provide EPA Programmatic Support for the three-year grant period. This support will be provided on an as-needed, time-and-materials basis. Anticipated activities for this task are listed below; additional support activities may be added at the discretion of the City and/or as required by the EPA Brownfields Project Officer.

- Assist with the revisions and approval of the EPA Work Plan;
- Assist in preparation of quarterly reports and required documentation (12 quarters);
- Assist in preparation of required MBE/WBE reporting forms (such as EPA Form 5700-52A) on an annual basis;
- Assist in the annual projections of anticipated environmental site assessments;
- Assist in the interpretation of EPA Grant Terms and Conditions;
- Preparation of the EPA Final/Grant Closeout Report within 90 days of the end of the grant period;
- Entry of project information in the EPA Brownfields Assessment, Cleanup and Redevelopment Exchange System (ACRES) database;
- Provide management and technical oversight as needed;
- Completion of EPA Brownfields Site-Specific Project Eligibility Determination Forms;
- Support for project kick-off meeting and other EPA meetings, tours and site visits;
- Interagency coordination with Federal, State and Local Brownfields agencies on an as-needed basis; and
- Negotiate assessment requirements on the City’s behalf with the EPA and the FDEP.

Deliverables under this task Include:

- Quarterly Reports, ACRES Data Base Entry, Closeout Report, and completed forms as listed above.

Task 2: Community Involvement/Engagement

Consultant will provide support for outreach/public involvement and engagement activities for the three-year grant cycle. Particular focus of outreach plans will be designed to engage the community about the brownfields process and assessment activities funded through this grant. Proposed community activities are anticipated to include the following activities:

2A. Community Involvement Plan (CIP)

Consultant will develop a Community Involvement Plan (CIP) specific to this grant in accordance with the January 2013 EPA guidance document. This task will be billed lump sum.

2B. Outreach Activities

Activities under this task will be billed on an as-needed, time and materials basis. Anticipated outreach activities include the following:

Outreach and Engagement

- Identify community stakeholders and interested parties;
- Assist in the development of community flyers and other public information to inform and educate the local community regarding activities to be performed under the grant. This includes utilizing the City's website and social media outlets to apprise the public;
- Coordinate with the University of South Florida Center for Brownfields Research on grant activities, and;
- Facilitate community kick-off meeting and community informational sessions.

Local Workforce Enhancement

(Provided as value-added while completing other services within the grant)

- Work with existing community stakeholders to identify 6-8 at-risk local young adults for enhanced brownfield engagement; and
- Develop and implement an education module targeted at vulnerable young adults residing in the brownfield area. Education is anticipated to include: introduction to Phase I site assessment process, Phase II assessment activities, and an introduction to GIS mapping (dependent on stakeholder resources). This pilot is structured to support the potential application by the City of an EPA Environmental Workforce and Training application.

Deliverables under this task may include:

- Outreach Materials such as presentations, handouts, etc.

Task 3: Assessments of Targeted Properties

3A. Phase I Environmental Site Assessments (ESAs)

Consultant estimates the completion of up to 27 Phase I ESAs. All Phase I ESAs will be prepared in accordance with ASTM E1527-13 Standard Practice for Environmental Site Assessments and EPA's All Appropriate Inquiries Final Rule.

Deliverables under this task Include:

- Phase I ESA Reports

3B. Phase II Environmental Site Assessments (ESAs)

Consultant will complete a Phase II ESA (upon site eligibility approval by EPA) resulting from the findings of a Phase I ESA in accordance with the Terms and Conditions of the EPA Cooperative Agreement and ASTM Method E 1903-97 (Phase II Environmental Site Assessment). It is anticipated that up to 8 Phase II ESAs will be completed under this grant, dependent on the complexity and costs associated with the assessment(s) based on Phase I ESA findings.

Deliverables under this task Include:

- Phase II ESA Reports

3C. EPA Quality Assurance Project Plans & Health & Safety Plans

Consultant will complete one (1) Generic Quality Assurance Project Plan (QAPP), and up to 8 Site-Specific QAPPs, in accordance with the EPA Cooperative Agreement Work Plan. Health & Safety Plans will also be completed for each site where a Phase II ESA is recommended. QAPPs will be prepared in accordance with EPA Quality Assurance Guidelines for Conducting Brownfields Site Assessments, and will be submitted to the EPA Project Officer for approval prior to conducting Phase II Environmental Assessment activities.

Deliverables under this task Include:

- One Generic QAPP
- Up to 8 Site Specific QAPPs with associated Health & Safety Plans

Task 4: Cleanup Planning and Institutional Controls

Consultant will complete up to 5 Analysis of Brownfields Cleanup Alternatives (ABCAs) resulting from Phase II ESA findings; or up to 5 Brownfields Reuse Plans, as per the EPA Work Plan for this grant. The ABCAs will also serve as the framework for remedial action plans required under Florida's Chapter 62-785: The Brownfield Cleanup Criteria Rule. Sites undergoing remedial planning through the City's brownfields program will be encouraged to consider entering into a Brownfields Site Rehabilitation Agreement (BSRA) with FDEP that

Scope of Work – Professional Services
City of Tampa Brownfield Assessment & Clean Up Engineering
US EPA Brownfields Assessment Grant #: 00D13113



provides the regulatory framework for assessment, liability protection, remediation and potential redevelopment of environmentally-impacted sites.

Deliverables under this task Include:

- ABCAs, Brownfields Reuse Plans and/or Cleanup Plan

EXHIBIT B

Fees by Task

Task 1: Project Management and Reporting (Programmatic Support)

Time and Materials (T&M) \$30,000

Task 1 Total Fees \$30,000

Task 2: Community Involvement/Engagement

2A: Community Involvement Plan (CIP) - Lump Sum \$4,000

2B: Outreach Activities - T&M \$15,000

Task 2 Total Fees \$19,000

Task 3: Assessments of Targeted Properties

3A: Phase I Environmental Site Assessments (ESAs) - Lump Sum

Estimated 27 @ \$3,500* each \$94,500

**variations in cost may occur due to size of the properties to be assessed; authorized by assignment.*

3B: Phase II ESAs

Estimated 8 @ \$20,000* each \$160,000

**variations in cost may occur due to size of the properties to be assessed; authorized by assignment.*

3C: EPA Quality Assurance Project Plans & Health & Safety Plans - Lump Sum

1 Generic QAPP \$5,500

Up to 8 Site Specific QAPPS with associated Health & Safety Plans \$28,000

Task 3 Total Fees \$291,500*

Task 4: Cleanup Planning and Institutional Controls

ABCAs, Brownfields Reuse Plans, and/or Cleanup Plan - Lump Sum

Estimated 5 @ \$7,500* each \$ 37,500*

**Variations in cost may occur due to the size and complexity of contamination or redevelopment options on properties.*

Total Contract Fees..... \$374,500

EXHIBIT B

Terracon Fee Schedule

TITLE/CLASSIFICATION	UNIT	RATE
Principal Engineer/Principal Scientist/Principal Geologist	Per Hour	\$ 225.00
Project Director/Project Manager/Quality Assurance Reviewer	Per Hour	\$ 165.00
Task Manager/Team Manager/Senior Industrial Hygienist	Per Hour	\$ 160.00
Senior Engineer/Senior Project Manager	Per Hour	\$ 155.00
Assistant Project Manager/Assistant Task Manager/Staff Professional	Per Hour	\$ 125.00
Industrial Hygienist	Per Hour	\$ 110.00
Project Engineer/Project Geologist/Project Scientist	Per Hour	\$ 105.00
Staff Scientist	Per Hour	\$ 95.00
Senior Field Technician/Senior Engineering Technician/Senior Environmental Technician	Per Hour	\$ 70.00
Field Technician/Engineering Technician/Environmental Technician	Per Hour	\$ 60.00
CADD Operator	Per Hour	\$ 80.00
Administrative Assistant	Per Hour	\$ 55.00

BFA Fee Schedule

TITLE/CLASSIFICATION	UNIT	RATE
Principal/Project Manager	Per Hour	\$ 205.00
Senior Engineer	Per Hour	\$ 135.00
Senior Geologist / Scientist	Per Hour	\$ 115.00
Staff Professional	Per Hour	\$ 75.00
Field Technician	Per Hour	\$ 55.00
Environmental Technician	Per Hour	\$ 50.00
Chief Field Technician	Per Hour	\$ 75.00
GIS Specialist	Per Hour	\$ 70.00
CADD (Designer)	Per Hour	\$ 90.00
Administrative Assistant	Per Hour	\$ 77.00
Outreach Coordinator	Per Hour	\$ 75.00
Clerical	Per Hour	\$ 45.00

EXHIBIT C

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: AIG Specialty Insurance Company</td> <td>26883</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER C: The Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER D: Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER E: The Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: AIG Specialty Insurance Company	26883	INSURER B: Travelers Property Casualty Co of America	25674	INSURER C: The Travelers Indemnity Company	25658	INSURER D: Lexington Insurance Company	19437	INSURER E: The Charter Oak Fire Insurance Company	25615	INSURER F:
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INSURER F:														
INSURED TERRACON CONSULTANTS, INC. 1312891 18001 W. 106TH STREET, SUITE 300 OLATHE KS 66061														

COVERAGES TERCO01 CERTIFICATE NUMBER: 11281774 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTR'L LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	N	N	PROP3779274	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	TC2J-CAP-131J3858 TJBAP131J3895	1/1/2014 1/1/2014	1/1/2015 1/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____	N	N	PROU1920977 (EXCLUDES PROF. LIAB.)	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A	N	N/A	TRKUB131J3846 (AZ,MA,WI) TC2OUB131J3742 (AOS)	1/1/2014 1/1/2014	1/1/2015 1/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL LIABILITY	N	N	26030216	1/1/2014	1/1/2015	\$1,000,000 EACH CLAIM & \$1,000,000 ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
FOR INFORMATIONAL PURPOSES ONLY, EXCESS LIABILITY SITS ON TOP OF GENERAL AND AUTO LIABILITY.

CERTIFICATE HOLDER

CANCELLATION


11281774 SPECIMEN	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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EXHIBIT D



**Page 3 of 4DMI – Solicited/Utilized
City of Tampa –DMI Schedule of Sub-(Contractors/Consultants/Suppliers) to be Utilized
(FORM MBD-20)**

Contract No.: RFQ 14-D-00014 Contract Name: FY13 Brownfield Assessment & Clean Up Engineering
 Contractor Name: Terracon Consultants, Inc. Address: 504 E. Tyler Street, Tampa, FL 33602
 Federal ID: 42-1249917 Phone: (813) 221-0050 Fax: (813) 221-0051 Email: bsrichard@terracon.com

- [] See attached documents.
- [] No Subcontracting (of any kind) will be performed on this contract.

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

This DMI Schedule Must Be Submitted with the Bid or Proposal (Do Not Modify This Form)

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

S W=WMBE	Company Name Address Phone & Fax	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	Amount of Quote. Letter of Intent if available.	Percent of Scope/Contract %
Federal ID					
W	Barnes Freland & Associates, Inc. 1230 Hillcrest Street, Orlando, FL 32803 (407) 896 - 8608; (407) 896-1822	BM	925	N/A	40%
59-3237612					
W	Jamson Environmental 11817 Elyssa Rd. Thonotosassa, FL. 33592 (813) 986-3310; (813) 986-2321	CF	914	N/A	2%
59-2628365					
W	Sun Lab, Inc. 5460 Beaumont Center Blvd., Ste 520, Tampa, FL 33634; (813) 881-9401; (813)354-4661	CF	914	N/A	2%
59-3439735					
S/W	Millennium Laboratories, Inc 12721 Race Track Road, Tampa, FL 33626 (813) 925-3871;	CF	914-77	N/A	2%
01-0709107					
W	ATI Drilling, Inc. 4610 Central Ave., St. Petersburg, FL 33711 (727) 328-0268; (727) 328-2477	HM	914-77	N/A	2%
59-2639733					

Total Subcontract/Supplier Utilization \$ 48%
 Total SLBE Utilization \$ 2%
 Total WMBE Utilization \$ 46%
 Percent SLBE Utilization of Total Bid/Proposal Amt. 2 % Percent WMBE Utilization of Total Bid/Proposal Amt. 46 %
 It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this contract. **This form must be completed and submitted with the bid or proposal.** Modifying or failing to sign DMI forms may result in Non-Compliance and/or deemed non-responsive.

Signed: Belinda Richard Name/Title: Belinda Richard, Project Manager Date: 12/5/2013
 MBD 20 rev. 02/01/13 **Note: Detailed Instructions for completing this form are on the next page.**