

Agmt

RESOLUTION NO. 2017- 276

**A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$399,900 BETWEEN THE CITY OF TAMPA AND TETRA TECH, INC., IN CONNECTION WITH CONTRACT 16-D-00031; SOLID WASTE MANAGEMENT - MASTER PLAN PROJECT; 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 and consistent with Federal procurement policies, as applicable, the City of Tampa (City) selected Tetra Tech, Inc., as (Consultant) to provide professional services in connection with Contract 16-D-00031; Solid Waste Management - Master Plan, (Project) as detailed in the Agreement for Consultant Services Agreement); and

**WHEREAS**, the City desires to enter into an agreement with the Consultant to provide certain professional 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 between the City of Tampa and Tetra Tech, Inc., in connection with Contract 16-D-00031; Solid Waste Management - Master Plan 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.

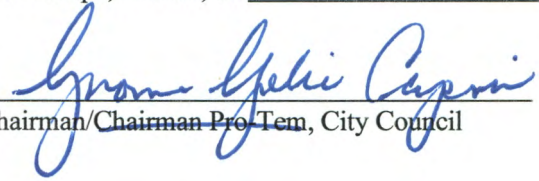
**Section 2.** That the Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk to attest and affix the official seal of the City of Tampa to, said Agreement on behalf of the City of Tampa.

**Section 3.** This contract award will provide \$399,900 for the Solid Waste Management – Master Plan for use by the Department of Solid Waste & Environmental Program Management within the Solid Waste Operations Fund.

**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 06 2017.

ATTEST:

  
Chairman/Chairman Pro-Tem, City Council

  
City Clerk/Deputy City Clerk

Approved as to Legal Sufficiency by  
Rachel S. Peterkin, Assistant City Attorney

B2017-46

## **AGREEMENT FOR CONSULTANT SERVICES**

**THIS AGREEMENT** (“Agreement”) made and entered into at Tampa, Florida, as of the \_\_\_\_\_, 2017 which is the date Resolution No. 2017-\_\_\_\_ was adopted authorizing execution of this Agreement, by and between the CITY OF TAMPA, a municipal corporation of the State of Florida, (“CITY”), the address of which is 315 East Kennedy Boulevard, Tampa, Florida 33602, and **Tetra Tech, Inc.**, a **California** Corporation authorized to do business in the State of Florida, (“CONSULTANT”), the address of which is 3475 E. Foothill Blvd., Pasadena, CA 91107.

### **WITNESSETH:**

**WHEREAS**, the CITY desires to engage the CONSULTANT to perform certain professional services pertinent to such work which shall be referred to as Contract 16-D-00031; Solid Waste Management Plan (“PROJECT”) in accordance with this Agreement; and

**WHEREAS**, the CONSULTANT 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 CONSULTANT to the CITY will be that of an independent professional 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 available plans and specifications of existing construction, if any, applicable to the Project.

### **III. PERIOD OF SERVICE**

A. The CONSULTANT 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 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 \$399,900 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 CONSULTANT. 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, 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 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.

E. Any documents provided by CONSULTANT 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**

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. 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. 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. CONSULTANT shall demonstrate good faith effort toward the utilization of City certified Women/Minority Business Enterprise (W/MBE) and Small Local Business Enterprise (SLBE) subconsultants or suppliers.

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

C. The 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.



## **XXIX. BUDGET APPROPRIATIONS**

The CITY is subject to Section 166.241, Florida Statutes, and is not authorized to contract for expenditures in any fiscal year except in pursuance of budgeted appropriations. With respect to this Agreement, the CITY has budgeted and appropriated sufficient monies to fund the CITY's obligations under this Agreement; however, all funding under this Agreement for subsequent years is subject to the availability of funds and continued authorization for program activities and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice. 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 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 on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, (effective October 1, 2016), or is engaged in a boycott of Israel (effective October 1, 2016), or is engaged in business operations in Cuba or Syria. A company that is 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 on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, (effective October 1, 2016) or is engaged in a boycott of Israel (effective October 1, 2016) 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 \$1,000,000 or more. CONSULTANT certifies that it is not in violation of Section 287.135, Florida Statutes. For contracts \$1,000,000 and greater, if the City determines the CONSULTANT submitted a false certification under Section 287.135(5) of the Florida Statutes, 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, created pursuant to Section 215.4725, Florida Statutes, (effective October 1, 2016), or is engaged in a boycott of Israel (effective October 1, 2016), or been engaged in business operations in Cuba or Syria, the City shall either terminate this Agreement after it has given the CONSULTANT notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

## **XXXI. PUBLIC RECORDS**

A. Exempt Plans. CONSULTANT 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. CONSULTANT certifies it has read and is familiar the exemptions and obligations of Section 119.071(3), Florida Statutes; further that CONSULTANT 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 CONSULTANT by the CITY should such number be needed for identification, verification, and/or tax reporting purposes. To the extent CONSULTANT 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, CONSULTANT 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, CONSULTANT agrees to comply with Florida's Public Records Law, including the following:

1. CONSULTANT 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 CONSULTANT does not transfer the records to the CITY;

4. Upon completion (or earlier termination) of the Agreement, CONSULTANT shall within 30 days after such event either transfer to the CITY, at no cost, all public records in possession of the CONSULTANT or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If CONSULTANT transfers all public records to the CITY upon completion (or earlier termination) of the Agreement, CONSULTANT shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion (or earlier termination) of the Agreement, CONSULTANT 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 CONSULTANT 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 CONSULTANT until records are received as provided herein.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'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.**

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.

**CONSULTANT:**  
**TETRA TECH, INC.**

By: \_\_\_\_\_

Print Name: William R. Brownlie, Vice President

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: \_\_\_\_\_  
Bob Buckhorn, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Rachel S. Peterkin, Assistant City Attorney



March 17, 2017

## Exhibit A

# Solid Waste Management System Master Plan

## Scope of Services

### 1. Understanding and Approach

#### 1.1 Background

The City of Tampa (City) desires a Solid Waste Management System Master Plan for a planning horizon of 15 years for the Department of Solid Waste and Environmental Program Management (Department). The project team is Tetra Tech, Inc. (TT), its primary sub-consultant Gershman, Brickner & Bratton, Inc. (GBB) along with Vistra Communications; collectively referred to as the firm. The project scope, including published objectives and additional tasks,, include:

- Finding ways to maximize resources, and reduce expenses, including minimizing overtime that is currently required to provide core collection services;
- Evaluating the financial impact of out of service vehicles on the Department.
- Making use of technologies, both hardware and software, to improve the services offered by the Department;
- Evaluating vulnerabilities and developing an approach to managing and mitigating the risk associated with relying on a 30+ year old waste-to-energy facility as the primary asset through which solid waste disposal services are provided; and
- Generally, identifying alternative programs, services and assets that can advance the Department's ability to provide even more efficient services while being fiscally responsible and minimizing risk.

#### 1.2 Project Approach: Task System

The FIRM will develop and execute a planning process and final Master Plan document that meets the City's and Department's expectations and requirements. This plan is based on the original RFQ (RFQ – 16-D-000310, the FIRM's proposal, additional suggested scope, and discussions with the City.

- Task 1 – Project Management and Data Review
- Task 2 – Assessment and Baseline Analysis of the Integrated System
- Task 3 – Review and Analyses of the McKay Bay Complex

- Task 4 – System Cost Review
- Task 5 – Benchmarking Review
- Task 6 – Identify Alternative Process Improvements
- Task 7 – Public Outreach, Public Relations, and Communications
- Task 8 – System Master Plan Development

Presented in Table 1 is a proposed schedule for undertaking Tasks 1-8 with Task 9 being an optional task.

**Table 1 - Schedule**

<b>Task</b>	<b>Start</b>	<b>Finish</b>
Task 1 – Project Management and Data Review	Contract Execution; Day 0	Ongoing; Data Review – done Day 45
Task 2 – Assessment and Baseline Analysis	Day 30	Day 90
Task 3 – Review and Analyse McKay Bay Complex	Day 30	Day 90
Task 4 – System Cost Review	Day 45	Day 90
Task 5 – Benchmarking Review	Day 30	Day 90
Task 6 – Identify Alternative Process Improvements	Day 60	Day 120
Task 7 – Public Outreach	Day 120	Day 180
Task 8 – System Master Plan	Day 90	Draft – Day 120 Draft #2 – Day 210 Final – Day 270

## **Task 1 - Project Management and Data Review**

### **Objective**

Key objectives of this task are to provide:

- Coordination of the Project
- Review of pertinent information provided by the City and Department
- Identification of data gaps and how such gaps will be addressed
- Effective oversight
- Accountability and quality management

- Communication with the Department through a series of formal/informal approaches and meetings/work sessions
- Maintenance of the project within the budget and schedule

### **FIRM's Team**

The FIRM's primary contact with the City and project manager will be **Don Hullings**, a Client Manager with TT. Mr. Hullings has managed solid waste projects throughout Florida and has worked in this same capacity for the Lee County Integrated Waste Management Plan. His focus will be on delivering the work products discussed in this scope of work with a technical focus on waste disposal vulnerabilities and options. **Jennifer Deal**, Project Manager, will aid with the task management with a focus on budget, schedule, and quality control while concentrating on the regulatory aspects of the project. **Matt Clark**, GBB Vice President will manage the work performed by GBB and his technical focus will be on the McKay Bay Complex, primarily the Waste to Energy (WTE) plant. **Harvey Gershman**, GBB President, will evaluate all aspects of the Department, oversee collection services review, and will be the primary reviewer of all outputs. **Ed Stillo**, Vistra Chief Operating Officer/ Senior Consultant, will manage the public involvement for Vistra. These individuals will be supported by a team of professionals with specialized experience on the various aspects of the project.

### **Work Plan**

The FIRM's Project Manager will plan, coordinate, monitor, and control all of the tasks of this and include activities coordination to ensure adherence to the Project Schedule and scope of work.

Communication with the City will be an essential component of project management. Communication will include written monthly progress reports to the City which will summarize work completed to date, any problems/difficulties encountered, solutions to any problems, and a forecast of activities for the coming month. In addition, a series of regularly scheduled meetings with the Department and FIRM will be held.

FIRM's Team, City Staff, and others as needed, will meet at least monthly, and more often as necessary. The meetings will include schedule updates with the City Department's executive team.

### **Data Review**

The FIRM will review the information provided by the City including as available:

- Fleet agreements and SLA's
- Existing masterplans for its Integrated System and McKay Bay Complex assets
- Capital Improvement Program (CIP) information
- Financial information including the draft cost allocation currently in process
- Budget statements
- Contracts with service providers
- Applicable City ordinances
- Inter-agency agreements for services provided to the Department
- Inter-local agreements

- Permits for facilities owned by the City
- Pertinent reports and analysis done by recent past or current advisors
- Department organization chart and plans
- Collection routing information and customer service reports
- Changes being contemplated for handling customer complaints and billing
- Safety manuals and safety records
- Equipment rosters
- Plans for modification to the transfer station at the McKay Bay Complex
- Waste characterization studies completed in 2016 and others being conducted in 2017 as they are completed

After the initial data review, the FIRM will identify potential data gaps and request additional information. The City and the FIRM will discuss how to handle any such deficiencies by researching information or making assumptions agreeable to both parties.

## Meetings

Monthly progress meetings will be held to review project schedule, activities completed, assign action items, establish milestone dates, and forecast activities for the coming month. The monthly meeting will be attended by the project manager, with other members of the FIRM meeting in person or via conference call as appropriate. A progress report summarizing these monthly meetings will be prepared by the FIRM's Project Manager and distributed to the City.

The FIRM shall also attend three (3) in-person meetings with members of the FIRM's team that have been included at various stages of the project for the purposes of reviewing work product and planning subsequent tasks. The FIRM is prepared to have any additional meetings the City may require and are available on short notice through our FIRM team members located in Tampa and or nearby Orlando.

## Task 2 – Assessment and Baseline Analysis

### Objective

The objective of this task is to provide a baseline analysis of current administrative, fiscal, and operational circumstances as it relates to the integrated solid waste. This task focuses on the Department's Spruce Street assets, collection services, and supporting activities, especially related to fleet maintenance provided by the City's Logistics and Assets Management Department. This task will include customer service, garbage, yard waste and recyclables generation and collection, and recyclables/yard waste processing along with an evaluation of the Department as a whole. The McKay Bay Complex will be evaluated under Task 3.

### Work Plan

This Task 2 is divided into the following seven (7) work elements.

- A workshop with the Department's leadership and key employees with a discussion about the organization, what it does, and seek ideas for improvement and change. This workshop is geared to a discussion to solicit and prioritize concerns and ideas, and includes a half-day session with leadership and key employees identified by the Department. This element will also include an organization review of the Department. The FIRM will provide an organizational

review and best practices analysis of the Department, including structure, alignment, staffing, leadership, training, work efficiencies, data management, cost accounting methods, existing and mandated programs, scheduling and shift work, and expected needs for implementation of changes to the system. Ideas from this workshop will be further reviewed by the FIRM.

- A review of the physical assets, including one day at the Spruce Street location, including how assets of other City departments interrelate with the Department. We will use the existing Master Plan for operations at Spruce Street as a guide. This evaluation is not intended to be a detailed evaluation of structural, mechanical, and electrical elements but is more oriented to operations such as efficient traffic flow and maintenance and fueling operations. This element includes a review of fleet maintenance services provided by the Logistics and Assets Management Department. This will be compared to private companies and the benefits of having a Solid Waste Department fleet maintenance.
- An assessment of collections including “ride-alongs” for multiple days to evaluate the collection services provided throughout the City to both residential and commercial accounts. We will also review how private commercial operations provide waste and recyclables collection services within the City. We have included a full week in the field to assess Spruce Street and collection services operations.
- An assessment of current technology, both hardware and software, the Department is currently using to support collection services in the areas of customer service, billing, work order fulfillment, tracking vehicle maintenance, asset management, and routing. We understand that carts have RFID but that system is not used to its fullest. We also understand that the current system does not link with billing. We will suggest improvements that can take advantage of the current RFID system, improve routing and communication, and link with billing. The T&I Department will be invited to participate in discussions.
- Review agreements that the Department has with third parties for services such as recyclables processing and disposal services.
- Complete overview of Department services, programs, and facilities, including population coverage, participation rates, regional capacity (both public and private sector), and the role of solid waste management in City objectives and policy priorities, such as Sustainability.
- A review of Department’s communications, branding and marketing with the public including website and any advertising.

## Outputs

The outputs of this task will be based on the above elements and include:

- A summary of the workshop in PowerPoint format
- A chapter of the report summarizing our findings and recommendations concerning Department services and equipment provided at its Spruce Street location, including the findings and recommendations of collection operations, suggestions regarding technology improvements the Department should consider, and a review of equipment maintenance program.
- A section of this chapter that summarizes the review of Department’s communications

All deliverables will be provided in draft form to the City and then finalized as comments are addressed. Deliverables will be provided as part of the final work product.



## Task 3 – Review and Analysis of the McKay Bay Complex

### Objective

The objective of this task is to identify vulnerabilities of existing assets at the McKay Bay Complex. The FIRM will review current plans for the scale house, transfer station and the 30+ year-old WTE facility. Particular focus will be on the reliability of the WTE to provide disposal services while producing electricity for sale and controlling emissions from the facility. This evaluation does not include in-depth structural, mechanical and electrical evaluation. A key component of this task is determining how the WTE facility can effectively provide service for the next 15 years.

### Work Plan

This task will start from the perspective of the recent Master Plan and design for improvements at the transfer station and recent assessments by Arcadis on the WTE plant. We also understand that significant improvements are being discussed by the operator, Wheelabrator, and will be reviewed by the FIRM should Wheelabrator submit a specific plan to the City. The City will be responsible for coordinating meetings with both Arcadis and Wheelabrator during the field work time. The work plan includes:

- A WTE facility review including analysis of operations and performance data, interviews with key staff as identified by the City, physical plant observations, and consideration of previous inspections, assessments and recommendations by other firms on the McKay Bay WTE facility. This includes the Arcadis risk assessment on file with the City. This review will include two days on site assessing the physical asset and meeting with key personnel with the best understanding of operations and proposed improvements.
- One day of on-site assessment is planned for the scale house and transfer station areas. We understand that a project is currently underway to improve the transfer station and scale house and this will be included in our overall assessment.
- A site and permit review of the McKay Bay Complex and surrounding land and infrastructure will be conducted for the purpose of identifying improvements needed to maintain compliance with current federal, state, local regulatory and environmental requirements. This element includes a review of operating permits to be conducted before the site visit.
- An initial assessment of adjacent City-owned property that could be used for expanding assets on or adjacent to the McKay Bay Complex.

### Outputs

The outputs of this task will be based on the above elements and include:

- A draft chapter of the report summarizing our findings and recommendations concerning the WTE plant including information obtained during review
- A draft chapter of the report summarizing the transfer station, scale house, and traffic flow and how the current plans could affect conditions
- A draft chapter of the report summarizing our findings of the site and permit review with our recommendations for maintaining compliance.
- A draft chapter of the report providing an initial assessment of how the McKay Bay Complex could be modified and/or expanded.

All report chapters will be provided, in draft form to the City and then finalized once your comments are addressed. Report chapters will be supplemented with appendices in the final work product.

## **Task 4 – System Cost Review and Needs Forecast**

### **Objective**

The objective of this task is to calculate the cost for the different services the Department provides to its customers and to determine where there may be opportunities to address changes and efficiencies. This will include a general evaluation of the finance and budget activities of the Department and include a discussion of fees and fee structures; ratepayers; funding mechanisms; budgetary functions and limitations; capital improvement planning; per-ton charges, fees, and costs; and cost/benefit analysis for services and facilities

### **Work Plan**

We understand that the City is finishing a draft rate study that will be the basis of our review. We will also review the current and recent past operating and CIP budgets, as well as outstanding debt related to the Department's operations. We understand the City has been and plans to continue to expand its commercial services as the current franchise agreements expire. These plans and the impacts on Department operations will also be reviewed. In particular, we will assist the Department with business cases to absorb current front-load accounts that are serviced by the Department's contract hauler and help the Department's roll-off compactor business unit plan for expansion and efficient and sustainable operations.

The FIRM will also forecast the solid waste management needs of the City by reviewing forecasts and trends for population, economic activity, housing, commerce, development, land use, waste characteristics, and waste quantities and to forecast additional capacity demand the City should plan for out to 2032.

### **Outputs**

The deliverable of this task will be a draft chapter of the report that can be viewed as the basis for a business plan identifying operational and budgetary needs to accomplish the goals outlined in this task. The draft chapter will include charts, cost estimates, implementation schedule and forecast needs. The plan will summarize the findings of the system cost review, adequacy of rates and fees charged, and the forecast of waste quantities out to the year 2032 and will include a qualitative review of how the composition of solid waste can be expected to change out to 2032 as well.

## **Task 5 – Benchmarking Review**

### **Objective**

The objective of this task is to benchmark the City's integrated solid waste system against comparable municipal systems and industry standards.

### **Work Plan**

The FIRM will gather information on up to 12 municipalities including those that operate a WTE and/or commercial collections. Since the City often compares itself to certain other Florida cities, the initial list

includes the Florida cities of Orlando, St. Petersburg, Tallahassee, and Ft. Lauderdale. Other cities selected are Spokane, Washington; Seattle, Washington; Mesa, Arizona; Miami-Dade, Florida; Denton, Texas; and Minneapolis, Minnesota. The Department can add two other cities for comparison. The FIRM will verify similarities to affirm appropriateness.

Information will be provided in a table format for ease of comparison of pertinent information such as population, disposal options, transfer stations, collections operations, financial indicators, etc. Each municipality will be described in a brief (no more than one page) summary. The FIRM will then compare and contrast the City against others.

## **Output**

The deliverable of this task will be a draft chapter for the report including summary of each municipality, summary table, and discussion of how the City compares.

## **Task 6 – Identify Alternative Improvements**

### **Objective**

The objective is to evaluate and identify organizational as well as operational strategies to optimize processes and maximize resources, provide for redundancies, eliminate bottlenecks, and identify single points of failure, where present. Alternatives will be selected by the Department to be included in the development of a future integrated solid waste management system for the City.

### **Work Plan**

The FIRM will work closely with the Department to identify and define potential alternatives. Each alternative will be described in more detail and assessed on a cost/benefit basis. A life cycle cost analysis of alternative process improvements will be performed along with potential impact on revenue. The models will be developed as a Life Cycle Analysis model to include the following information:

- Expected quantity, type and composition of solid waste to be managed by each alternative over the life of the facility/program (out to 2032);
- Service changes and technology(ies) to be utilized in each alternative;
- Conceptual capital and operating costs of each alternative;
- Potential revenues (from sale of recyclables, compost, fertilizer, biogas, solid and liquid fuels, steam, chilled water, heat, or electricity) from each alternative;
- Expected revenue sources for providing services, e.g. tipping fees, customer rates, and system benefit charges (SBCs);
- Effect on the Enterprise Fund, various reserve funds, and additional debt that may be required to issue to support financing capital intensive improvement;
- Environmental impacts from each alternative (such as greenhouse gas emissions, waste diversion, recycling energy recovery, energy consumption) and carbon footprint where applicable;
- Communications, branding and marketing requirements necessary to support sustainable results; and
- Social costs/benefits of each alternative such as job creation.

Additionally, the FIRM will review the legal, economic, environmental permitting requirements, and political challenges and risks. Coincidentally, some systems provide opportunities to reduce risks currently inherent in the current solid waste management system. For this task, the FIRM will qualitatively (and to the extent possible quantitatively) discuss and evaluate each of the selected alternatives (as applicable) for:

- Ease of use by citizens and businesses (i.e. the willingness to use the alternative);
- Need for new laws or regulations to implement the alternative and vulnerability of the alternative to potential changes in law;
- Ability and time to obtain necessary siting, construction, environmental, and operations permits;
- Degree of risk regarding revenues from the sale of potential products (such as refuse-derived fuel), increased commercial collection, or other revenue-generating opportunities;
- Relative expected costs for local governments, residences, businesses, and institutions;
- Risk of the technology(ies) in comparison to current management methods;
- Siting, public acceptance, and permitting challenges; and
- Impact of competition (in the City or region) to the viability of the alternatives.

Several areas exist where new strategies can be implemented. Examples include but are not limited to:

- Changes in improving fleet maintenance so that a minimum number of trucks are ready to roll at 5 a.m. every day;
- Improving the efficiency of collection operations and reducing costs, especially overtime costs;
- Alleviating traffic congestion at the McKay Bay Complex;
- Helping assure the WTE facility can continue to operate reliably well into the future and provide assured disposal capacity ; and
- Identifying other services and assets the department should consider.

The alternatives to be considered fall into three areas – Operations, Collections, and Disposal Capacity.

**Operations.** The overall administration and operations at Spruce Street are evaluated in Task 2 which will provide recommendations for improvement. Alternatives may include the following areas:

- Interrelationship with other City departments
- Fleet Maintenance and Replacement Plan
- Department reorganization including roles of supervisors

**Collections.** The Department’s largest expense relates to collection services, so identifying possible improvements and efficiencies in this area is a primary necessity. Potential areas to consider include:

- Improving the availability of trucks for service;
- Reducing overtime;
- Making better utilization of current technology (both hard and soft) to improve operational efficiencies and customer service
- Expanding for additional commercial customers
- Evaluating truck purchasing plans
- Evaluating cart and container purchasing, storage, and maintenance operations

**Disposal Capacity.** The existing WTE facility is aging and outages in 2016 have underlined the necessity to provide for reliable disposal and remove single points of failure. The FIRM will evaluate alternatives for providing disposal capacity into the future and will be considering the following:

- A plan for disposal during planned outages and emergencies.
- Evaluate the efficacy of adding a mixed waste processing facility for the purpose of preparing an easier fuel for the WTE to dispose, thus helping extend its operating life and lower the risk and cost of its operations as well as extracting additional recyclables from the processed waste;
- Consider beneficial use of ash products as well as extraction of additional ferrous and non-ferrous metals.
- Disposal options for targeting segments of the wastestream such as food waste.
- Transfer to out-of-county disposal options.

The FIRM expects many alternatives to be discussed and will work closely with the Department to identify which to pursue more intensely. For budgeting purposes, we have included a maximum of 10 alternatives to be evaluated. The FIRM will meet with the Department to develop the combination of alternatives that are to be described as the recommended system for the Master Plan

Based on the selected alternatives, the FIRM will develop a description of the future integrated waste management system that is recommended for development. The description will summarize the alternatives and provide examples of other locations where the alternative is being used successfully. The operating and capital costs will be estimated for the recommendation along with the potential effect on rates. A description of the recommended public outreach, communications, branding and marketing requirements to assure the recommended system is achieved and sustained will also be described. Additional revenue bond debt that the Department should consider taking on for long-term significant capital assets will be identified.

## Outputs

The deliverable of this task will be:

- A draft report chapter summarizing the analysis of each of the alternatives that the City directs the FIRM to undertake. Each alternative will be evaluated based on the criteria established in this task with the results summarized in the report. Analyses (cost estimates, etc.) will be appended to the report. Depending on the nature of the alternative, the report could include evaluation of technology, potential revenue, a maintenance schedule, landfill options, necessary changes to City ordinances, etc.
- A PowerPoint presentation presenting the alternatives at an in-person briefing to the Department. During this meeting the Department will identify those alternatives they wish to pursue and add to the Systems Master Plan.

## Task 7 - Public Outreach, Public Relations, and Communications

### Objective

The objective of this task will be to support the City to conduct an effective public involvement process that informs the public and stakeholders about the Project as it proceeds and provide input to the Department as it makes decisions about future services and operations.

## Work Plan

FIRM will serve as the outreach lead on the FIRM team, and manage and coordinate activities for the Department. FIRM will participate in project meetings on-site as needed to provide strategic counsel with respect to outreach and communications during the development of the System Master Plan.

FIRM will participate in regular outreach team coordination telephone conferences to collaborate and coordinate public outreach strategies and activities.

**Stakeholder Identification:** The City will provide an initial list of stakeholders and review with the FIRM and jointly develop a final list of stakeholders that are to be reached for input to the planning process, alternatives being evaluated and the direction the Master Plan takes.

**Key Messages:** FIRM will develop key messages that communicate the overarching effort, as well as specific topics related to the Solid Waste Management – System Master Plan. The importance of recycling will be included in this messaging. We will also conduct a message workshop for the project team to ensure communication consistency and allow all participants to practice using the key messages when responding to questions.

**Workshop** – Once the draft output of Task 7 is completed, the FIRM will facilitate a workshop with stakeholders to review the information and provide their opinion as to what direction the System Master Plan should take. The workshops will focus on the stakeholders providing definition of needs, desires, goals, and provide data to planning team to create a more informed System Master Plan.

**Informational Materials/Public Outreach Activities:** FIRM will develop a series of informational materials that address both broad and more technical issues surrounding the project. Materials will include the development of a detailed fact sheet describing the System Master Plan project as the technical work progresses and an FAQ that will be used during the focus group. Materials will be easy to understand and graphically pleasing. For all informational materials one draft and one final draft will be provided for client review and approval before the final materials are produced. The Department will be able to post this information on a special page on its web site if it desires.

## Output

The deliverables for this task are as follows:

- A draft report chapter summarizing the workshop and discussions made there;
- Support materials for conducting the workshop;
- Information materials as described above that the Department can also post on a special page on its web site; and
- A web-ready fact sheet explaining the process and ultimate goals for the Department's website.

## Task 8 – System Master Plan

### Objective

The objective is to produce a System Master Plan document that will describe the rationale and

technical basis for the recommended program of improvements. The System Master Plan document shall include narrative, tables, drawings, probable construction cost opinions, implementation schedule, an opinion regarding program delivery method(s), and any other finding and recommendation deemed pertinent by the Department and FIRM.

It will provide a strategy to effectively manage expansion of the Department's integrated solid waste management system in concept with potential expansion of the customer base for waste collection services, environmental programs, and use of the McKay Bay Complex, and need to mitigate risks and vulnerabilities. The plan will describe financial impacts of recommendations; setting forth their phasing and scheduling; showing their funding requirements; and providing an overview of the policy changes, needs, and strategy for their successful implementation. In effect, the plan will be essentially the roll-up of the work and outputs from the other Tasks into a comprehensive document, with appropriate tables, flow charts, and other graphics. Work from other tasks will be included as appendices to the report.

### **Work Plan**

This task will integrate all the products of the preceding tasks into a preliminary draft plan for review by the City. Up to two rounds of addressing comments from the City will be made to ensure that the Project maintains its forward direction and that the plan captures all the information developed by the FIRM. It is expected that comments will be consolidated by the City. The FIRM will be available for conference calls, and both face-to-face, and web meetings to receive and discuss comments to determine how the plan should be advanced.

Within the framework of the Tasks, the contents of the plan document will contain the following:

- An annotated bibliography of all the resources and documents used in the development of the Project.
- A description of the Department and its organization along with recommendations regarding organizational changes
- A description of the Spruce Street administration and operations and a summary of finding and recommendations
- A description of the McKay Bay Complex and a summary of finding and recommendations
- A comparison of the City to other municipalities
- A review of the cost structure and proposed ordinances
- A discussion of the strategies for improvements (alternatives) and our recommendations on the future system
- An implementation plan for the future system
- A summary description of the public input that was involved in the planning process, including summaries of any surveys or questionnaires, approved notes from any public meetings, and reference to any records of public hearings that will be maintained by the City.

### **Output**

Two (2) draft versions of the System Master Plan will be transmitted electronically via email, ShareFile, or other electronic medium as may be appropriate and mutually acceptable. Any drafts will be marked as such.

The FIRM will submit to the Department 10 hard copies of the Final System Master Plan document, printed double-sided in color and bound appropriately. The FIRM will also transmit to the City a high-

quality digital file of the document in MS Word format and in Adobe PDF format. The presentation slides created in Microsoft PowerPoint will also be transmitted to the Department as an electronic file, and a printout will be included in each hard copy of the Project document, likely as an attachment.



## Exhibit B

### Compensation

The firm is to be compensated to an amount of \$399,900. The City will be invoiced on a monthly basis on a lump sum per task basis with the understanding that adjustments can be made between task budgets with approval of the City. The task budget includes hours for professional and administrative personnel and reimbursable expenses. The staff hours and reimbursables by task along with rates schedules for the FIRM are included here in Exhibit B. The budgets for each task is summarized as follows:

<b>Task Name and Description</b>	<b>Compensation (\$)</b>
Task 1 – Project Management and Data Review	\$111,800
Task 2 – Assessment and Baseline Analysis	\$46,400
Task 3 – Review and Analyses McKay Bay Waste-to-Energy Facility	\$31,700
Task 4 – System Cost Review	\$22,600
Task 5 – Benchmarking Review	\$17,000
Task 6 – Identify Alternative Process Improvements	\$69,800
Task 7 – Public Outreach	\$47,900
Task 8 – System Master Plan	\$52,700
<b>Total</b>	<b>\$399,900</b>

The use of the compensation will be tracked and reported along with a summary of activities with the monthly invoice. The FIRM will be allowed to shift compensation amongst the tasks with the approval of the City as long as the upset ceiling is not exceeded.



## 2017 COMPENSATION RATES AND FEE SCHEDULE

### 2017 – TETRA TECH RATE SCHEDULE

Contract Labor Category	Grade	\$ per hour
Officer	14	220
Officer	14	190
Client Manager 3	14	190
Client Manager 2	13	175
Client Manager 1	12	165
Senior Project Manager 2	11	155
Senior Project Manager 1	10	145
Project Manager 2	9	135
Project Manager 1	8	125
CAD Manager	8	115
Field Manager	8	110
Engineer/Scientist 3	7	110
Senior CAD Designer 2	7	105
Senior Technician 3	7	105
Engineer/Scientist 2	6	105
Senior CAD Designer	6	100
Senior Project Administrative	6	90
Engineer/Scientist 1	5	90
Senior Technician 2	5	90
CAD Designer	5	90
Senior Administrative	5	70
Senior Technician 1	4	80
Engineering Technician	4	65
Technician 2	3	70
Technician 1	2	60
Administrative	3	65
Student Co-Op	1	50

### 2017 - GERSHMAN, BRICKNER & BRATTON, INC. RATE SCHEDULE

<b>POSITION</b>	<b>(\$ PER HOUR)</b>
President	259.00
Founder Associate	231.00
Sr. Vice President	216.00
Special Principal Associate	199.00
Vice President	183.00
Principal Associate Engineer	167.00
Principal Associate	157.00
Sr. Project Manager/Sr. Project Engineer/Sr. Associate Engineer	151.00
Project Manager/Sr. Associate	134.00
Project Engineer/Sr. Consultant/Support Director	120.00
Consultant II/Engineer II/Contract Administrator	99.00
Consultant I/Engineer I	77.00
Administrative Support	60.00
Clerical/Support Staff/Research Assistant/Graphics Coordinator	48.00

## VISTA COMMUNICATIONS RATE SCHEDULE

<b>Position</b>	<b>Hourly Rate</b>
President	\$285
Senior Consultant	\$259
Senior Communications Manager	\$233
Marketing Communications Manager/Communications Manager	\$197
Consultant	\$181
Digital Communications Manager	\$166
Copy Editor/Proofreader	\$162
Senior Account Executive	\$181
Communications Account Executive	\$145
Communications Specialist	\$119
Communications Coordinator	\$98
Creative Director	\$176
Creative Manager	\$140
Copywriter	\$131
Videographer	\$158
Print Production Specialist	\$81
Production Assistant	\$81
Web Designer	\$132
Social Media Specialist	\$98
Communications Assistant	\$67
Research Assistant	\$68
Administrative Support	\$59

# Exhibit C

## CITY OF TAMPA INSURANCE REQUIREMENTS

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

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

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

### MINIMUM SCOPE AND LIMIT OF INSURANCE <sup>1</sup>

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

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

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

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

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

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

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

H. Railroad Protective Liability (RPL) Insurance for construction within 50ft of operated railroad track(s) or where affects any railroad bridge, trestle, tunnel, track(s) roadbed, or over/under pass. Subject to involved rail road's approval prior to commencement of work. **(IF APPLICABLE)**.

I. Pollution and/or Asbestos Legal Liability Insurance where Agreement involves asbestos and/or environmental hazards/contamination risks (defined broadly, e.g. lead, mold, bacteria, fuel storage, underground work, cleanup (owned or non-owned sites), pollutant generation/transportation, marine/natural resource damage, contamination claim, restitution, business interruption, mold, fungus, lead-based paint, 3rd party claims/removal, etc.), with limits of at least \$1M per occurrence and \$2M aggregate, maintained for at least 3 years after Agreement completion. **(IF APPLICABLE)**

J. Cyber Liability Insurance where Agreement involves portals allowing access to obtain, use, or store data; managed dedicated servers; cloud hosting services; software/hardware; programming; and/or other IT services

<sup>1</sup> "M" indicates million(s), for example \$1M is \$1,000,000

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

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

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

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

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

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

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

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

#### **ADDITIONAL REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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







Exhibit D

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

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

Contract No.: 16-D-00031 Contract Name: Solid Waste Management – Master Plan  
Company Name: Tetra Tech, Inc. Address: 201 E. Pine Street, Suite 1000, Orlando, FL 32801  
Federal ID: 95-4148514 Phone: 407-839-3955 Fax: 407-839-3790 Email: donald.hullings@tetratech.com

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

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

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

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

No Firms are listed to be utilized because: \_\_\_\_\_

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

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

S = SLBE W=WMBE O=Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials  NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
O	Gershman, Brickner & Bratton, Inc. (GBB) 8550 Arlington Blvd, Suite 304, Fairfax, VA 22031-4620 (P) 703-573-5800 (F) 703-698-1306 hgershman@gbbinc.com	CM	961	210,400	52.6%
52-1189668					
WMBE	Vistra 18315 N. US Highway 41, Lutz, FL 33549 (P) 813-961-4700 ed@consultvistra.com	BM	912-77	48,400	12.1%
14-1993874					

Total ALL Subcontract / Supplier Utilization \$ 272,650  
Total SLBE Utilization \$ 0.00  
Total WMBE Utilization \$ 57,432  
Percent SLBE Utilization of Total Bid/Proposal Amt. 0.0 % Percent WMBE Utilization of Total Bid/Proposal Amt. 14.0 %

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

Signed:  Name/Title: Don Hullings, Client Manager Date: March 17, 2017

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



Exhibit D

Page 1 of 2 –DMI Payment  
 City of Tampa – DMI Sub-(Contractors/Consultants/Suppliers) Payments  
 (FORM MBD-30)

[ ] Partial [ ] Final

Contract No.: \_\_\_\_\_ WO#,(if any): \_\_\_\_\_ Contract Name: \_\_\_\_\_

Contractor Name: \_\_\_\_\_ Address: \_\_\_\_\_

Federal ID: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

GC Pay Period: \_\_\_\_\_ Payment Request/Invoice Number: \_\_\_\_\_ City Department: \_\_\_\_\_

▼ Total Amount Requested for pay period: \$ \_\_\_\_\_ Total Contract Amount(including change orders):\$ \_\_\_\_\_

↘ 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 S = SLBE

Type	Company Name Address Phone & Fax	Total Sub Contract Or PO Amount	Amount Paid To Date	Amount To Be Paid For This Period
Trade/Work Activity			Amount Pending Previously Reported	Sub Pay Period Ending Date
[ ]Sub [ ]Supplier				
Federal ID				
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

(Modifying This Form or Failure to Complete and Sign May Result in Non-Compliance)

Certification: I hereby certify that the above information is a true and accurate account of payments to sub – contractors/consultants on this contract.

Signed: \_\_\_\_\_ Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_