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RESOLUTION NO. 2018- 199

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$2,623,917.41 BETWEEN THE CITY OF TAMPA AND WOODRUFF & SONS, INC. IN CONNECTION WITH CONTRACT 17-C-00003; CYPRESS STREET OUTFALL REGIONAL STORMWATER IMPROVEMENTS – DESIGN-BUILD 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 Woodruff & Sons, Inc., as (Firm) to provide professional services in connection with Contract 17-C-00003; Cypress Street Outfall Regional Stormwater Improvements – Design-Build, (Project) as detailed in the Agreement for Consultant Services Agreement); and

WHEREAS, the City desires to enter into an agreement with the Firm 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 Woodruff & Sons, Inc., in connection with Contract 17-C-00003; Cypress Street Outfall Regional Stormwater Improvements – Design-Build 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 award provides \$2,623,917.41 for the Cypress Street Outfall Regional Stormwater Improvements Project within the SWFWMD Grants Capital Projects Fund and Stormwater Improvement Assessment Capital 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 MAR 01 2018

ATTEST:


Chairman/~~Chairman~~ Pro-Tem, City Council


City Clerk/~~Deputy~~ City Clerk

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

4/20 18-9

AGREEMENT FOR DESIGN-BUILD INITIAL SERVICES

THIS AGREEMENT, made and entered into at Tampa, Florida, this _____ day of _____, 2018, by and between the City of Tampa, a municipal corporation of the State of Florida, hereinafter referred to as "City", and the following entity authorized to do business in the State of Florida: **Woodruff & Sons, Inc.** a/an Florida corporation, hereinafter referred to as "Firm", with an FIEN of _____.

WITNESSETH:

WHEREAS, the City desires to engage the Firm to perform certain services pertinent to such work which shall be referred to as Contract 17-C-00003; Cypress Street Outfall Regional Stormwater Improvements - Design-Build "Project" in accordance with this Agreement; and

WHEREAS, the Firm desires to provide such services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, representations and considerations to be kept, performed and paid, the parties hereto agree for themselves, their successors and assigns, as follows:

I. GENERAL SCOPE OF THIS AGREEMENT

A. The relationship of the Firm to the City shall be that of an independent professional Design-Builder for the Project; and the Firm shall provide the pre-Design-Build services required under this Agreement in accordance with acceptable architectural/engineering/construction practices and ethical standards.

B. Any additional services to be provided by the Firm shall be set out in detail by subsequent Agreement.

C. The Guaranteed Maximum Price proposal to be prepared and provided by the Firm in accordance with this Agreement shall be used as a basis for negotiating the future Agreement for Construction Services. A Construction Fee not to exceed Seven and a half percent (7.5%) shall be used in the calculation of the Total Project Cost.

D. The scope of services to be provided is indicated in **Exhibit A**.

II. DATA AND SERVICES TO BE PROVIDED BY THE City

The City shall provide:

A. Available plans and specifications of existing construction.

B. Ground topography.

III. PERIOD OF SERVICE

A. The Firm shall begin work promptly after receipt of a fully executed copy of the Agreement. All work shall be completed within twelve months after issuance of the Notice to Proceed.

B. The Firm's services called for under this Agreement shall be completed provided that, if the Firm's services are delayed for reasons beyond the Firm's control, the time of performance shall be adjusted appropriately.

IV. GENERAL CONSIDERATIONS

A. All original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the Firm's services under this Agreement shall become and remain the property of the City upon receipt of payment by the Firm from the City for services rendered in connection with the

preparation of said sketches, tracings, etc. Where such documents are required to be filed with governmental agencies, the Firm will furnish copies to the City upon request.

B. The City acknowledges that the materials cited in Paragraph IV. A. above, which are provided by the Firm, are not intended for use in connection with any project or purpose other than the Project and purpose for which such materials were prepared without prior written consent and adaptation by the Firm shall be at the City's sole risk, and the Firm shall have no responsibility or liability therefor.

C. Any use by the City of such materials in connection with a project or purpose other than that for which such materials were prepared without prior written consent and adaptation by the Firm shall be at the City's sole risk, and the Firm shall have no responsibility or liability therefore.

V. COMPENSATION

The City shall compensate the Firm for the pre-Design-Build services performed under this Agreement in the amount of \$2,623,917.41 in accordance with **Exhibit B**.

VI. PAYMENT

Payments shall be made upon presentation of the Firm'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. Firm will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The City's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state or federal. Firm shall retain all records and supporting documentation applicable to this Agreement for five (5) years from the date of submission of the annual performance report to HUD. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

VIII. PERSONNEL

The Firm represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. All personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Agreement. The Firm further certifies that all of its employees assigned to serve the City have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Firm who, in the opinion of the City, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the certain professional engineering services under this Agreement.

IX. SUSPENSION, CANCELLATION OR ABANDONMENT

Suspension, cancellation or abandonment of this Agreement shall be necessitated if any of the following occur: disclosure of City confidential information, procedures or activities; failure of the Firm to aggressively,

adequately, timely and appropriately perform the services required by this Agreement to the satisfaction of the City, or other similar cause.

In the event the Project is suspended, cancelled or abandoned at the City's sole discretion, the Firm shall be given fifteen (15) days prior written notice of such action and shall be compensated for the professional services provided and reimbursable expenses incurred up to the date of suspension, cancellation or abandonment in an amount mutually agreed to by the City and Firm and supported by back-up documentation.

Upon suspension, cancellation or abandonment of the Project by the City, the Firm shall immediately cease work, deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the Firm's services under this Agreement, and shall be compensated for its services rendered up to the time of such suspension, cancellation or abandonment on a quantum meruit basis; and the City shall have no further financial obligation to the Firm.

X. TERMINATION

A. Termination for Cause.

In the event that the Firm shall for any reason or through any cause not have completed performance within the time fixed for performance under this Agreement; or any representation or warranty made under Article XII of this Agreement shall prove to be untrue in any material respect; or the Firm shall otherwise be in default under this Agreement; or the Firm has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Agreement without the City's consent or approval; or the Firm has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer has been appointed to take charge of all or part of Firm assets; or the Firm disclosed City confidential information, procedures or activities; or the Firm fails to aggressively, adequately, timely and appropriately perform the services required by this Agreement to the satisfaction of the City, or other similar cause.

Then the City may provide five (5) days written notice that the conduct of the Firm is such that the interests of the City are likely to be impaired or prejudiced, stating the facts upon which the opinion is based. Then the City may upon fifteen (15) days written notice, and at the end of the (15) days terminate this Agreement for cause (herein "Termination Date"). Upon that termination for cause, the Firm shall be entitled to compensation for services properly and satisfactorily performed through the date of such termination for cause. However, no allowance shall be included for termination expenses. In the event of such termination for cause, the Firm shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date; however, Firm shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date. All work accomplished by Firm prior to the Termination Date shall be documented. In the event the project is terminated for cause pursuant to this Article, the Firm shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the Firm's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the City. Notwithstanding the above or any section herein to the contrary, Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Firm.

B. Termination for Convenience.

The City may reduce the scope of work or terminate work under this Agreement or amendment to this Agreement without cause; in the event of such scope reduction or termination other than for cause, the City shall compensate the Firm for services properly performed through the date of such reduction in scope or termination, which date shall be fixed in written notice from the City and which date shall be not sooner than fifteen (15) days after notice. Notwithstanding such termination or reduction in scope, the City shall be entitled to receive from the Firm upon request any and all information related to the Project and the City shall preserve and protect all such information and assure ready access thereto by the Firm in connection with resolution of the amount due to the Firm. The City, at its own discretion, shall be entitled to direct the Firm to terminate any or all the Firm's subcontracts or subconsulting agreements. In the event the project is terminated for convenience pursuant to this Article, the Firm shall deliver all original sketches, tracings, drawings, computations, details, design calculations,

specifications and other documents and plans that result from the Firm's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the City.

XI. INSURANCE

The Firm, at its own cost and expense, shall effect and maintain at all times during the life of this Agreement insurance, in accordance with that indicated in **Exhibit C**.

XII. INTERESTS OF MEMBERS OF THE CITY

No member of the governing body of the City and no other officer, employee, or agent of the City who exercise any functions or responsibilities in connection with the carrying out of the Project to which this Agreement pertains shall have any personal interest, direct or indirect, in this Agreement.

XIII. INTEREST OF THE FIRM

The Firm covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any project to which this Agreement pertains or any other interest which would conflict in any manner or degree with its performance of any contracted service hereunder. The Firm further covenants that in the performance of this Agreement no person having such interest shall be employed.

The Firm warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Firm to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or Firm, other than a bona fide employee working solely for the Firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

The Firm shall disclose any clients that may either conflict with or affect its independent judgment when performing any work for the City of Tampa covered by this Agreement. Failure of the Firm to disclose the above professional conflict of interest may result in termination of this Agreement and may require the return of all payments, if any, made to the Firm from the City. If, in its sole discretion, the City of Tampa determines that a professional conflict of interest is deemed to exist, the Firm shall be in default of this Agreement.

XIV. COMPLIANCE WITH LAWS

A. The Firm shall comply with the applicable requirements of State laws and all Ordinances of the City of Tampa as amended from time to time.

B. If the Project involves E.P.A. Grant eligible work, the City and the Firm agree that the provisions of 40 CFR, Part 35, Appendix C-1, shall become a part of this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement for work performed.

C. If the Project involves work under other Federal or State Grantors or Approving Agencies, the City and the Firm shall review and approve the applicable required provisions or any other supplemental provisions as may be included in the Agreement.

D. The Firm shall assist the City in complying with all applicable terms and conditions of the government grants under Title XIII, Subchapter C, Part I of the Omnibus Budget Reconciliation Act of 1993 (26 U.S.C. 1391, et seq.) and under Title I of the Housing and Community Development Act of 1974 (PL 93-383), 24 CFR Part 570 *et seq.*

E. The Firm agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standard insofar as those acts apply to the performance of this Agreement.

F. Truth-In-Negotiation Certification: The Firm certifies that the wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of the execution of the Agreement of which this Certificate is a part. The original price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the Agreement amount was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs and that such original Agreement adjustments shall be made within one (1) year following the end of the Agreement.

XV. ASSIGNABILITY

The Firm 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 Firm from the City under this Agreement may be assigned to a bank or other financial institution or to a Trustee in Bankruptcy. Notice of any such assignment shall be furnished promptly to the City.

XVI. EQUAL EMPLOYMENT

During the performance of this Agreement or any related Work Order, the Firm shall:

A. Not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, handicap, or national origin. The Firm shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, handicap, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. In all solicitations or advertisements for employees placed by or on behalf of the Firm, it must state that all qualified applicants will receive considerations for employment without regard to race, color, religion, age, sex, handicap, or national origin.

XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM

A. See **Exhibit D** for Tampa's Equal Business Opportunity Program Procedures.

B. The Firm shall demonstrate good faith effort toward the utilization of City of Tampa Certified Women/Minority Business subcontractors, subFirms or suppliers.

C. The City shall make available a list of Certified Women/Minority Enterprises.

D. The Firm shall report to the City its subcontractors/subFirms/suppliers solicited or utilized as required by **Exhibit D**.

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

XVIII. CODE OF ETHICS

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

XIX. NEGATION OF AGENT OR EMPLOYEE STATUS

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

In no event and under no circumstances shall any provision of this Agreement make City or any political subdivision of the State of Florida liable to any person or entity that contracts with or that provides goods or services to Firm in connection with the Services the Firm has agreed to perform hereunder or otherwise, or for any debts or claims of any nature accruing to any person or entity against Firm; and there is no contractual relationship, either express or implied, between City or any political subdivision of the State of Florida any person or any political subdivision of the State of Florida any person or entity supplying any work, labor, services, goods or materials to Firm as a result of the provisions of the Services provided by Firm hereunder or otherwise.

XX. SEVERABILITY

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

XXI. CHOICE OF LAW

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

XXII. DESIGNATION OF FORUM

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

XXIII. AUTHORIZATION

Each party represents to the other that such has authority under all applicable laws to enter into an agreement containing each covenants and provisions as are contained herein, that all of the procedural requirements imposed by law upon each part 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.

XXIV. 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

Indemnity. "To the fullest extent permitted by law, Firm shall indemnify and hold harmless City from liabilities, damages, losses and costs, including reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Firm and persons employed or utilized by Firm in its performance hereunder." The Firm shall not be required to defend, indemnify or hold harmless the City for any acts, omissions, or negligence of the City, the City's employees, agents, or separate contractors.

XXVI. ESTOPPEL/WAIVER

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

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

XXVII. AUDIT REQUIREMENTS.

In the event, that during the period of this Agreement, the Firm expends more than \$750,000.00 in federal funds in an operating year from this and other federal grants, the Firm shall, at its own cost and expense, cause to be carried out an independent audit. The audit shall be completed and a copy furnished to the City, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period, unless a longer period is agreed to in advance by the City. For purposes of this Agreement, an operating and/or audit year is the equivalent to the Firm's fiscal year. The determination of when Grant Funds are expended is based on when the activity related to the expenditure occurs.

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

If expenditure does not exceed \$750,000.00 during an operating year, the Firm shall provide the City with its annual financial statement within ninety (90) days of the end of its operating year. Said financial statement shall be prepared by an actively licensed certified public accountant.

State Single Audit: Each nonstate entity shall comply with all applicable requirements of section 215.97, F.S., and Audit Requirements. A State single audit is required if a nonstate entity expends \$500,000 or more of State financial assistance in any fiscal year of such nonstate entity in accordance with the requirements of the Florida Single Audit Act.

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. A cancellation for default pursuant to this Article shall not impair or limit the City's remedy for the Firm's breach of warranty to the extent of work performed, not for errors or omissions in the professional engineering services prior to cancellation.

XXIX. BUDGET APPROPRIATIONS

The City is subject to Section 1666.241, Florida Statutes, and is not authorized to contract for expenditures in any fiscal year except in pursuance of budgeted appropriations. With respect to this Agreement, the City has budgeted and appropriated sufficient monies to fund the City's obligations under this Agreement. The obligations of the City hereunder shall not constitute a general indebtedness of the City within the meaning of the Florida Constitution.

XXX. SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, prohibits agencies or local governmental entities from contracting with companies for 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. FIRM 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 FIRM 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 FIRM 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. FIRM pursuant to this Agreement (and as part of the solicitation process that resulted in award of this Agreement) may hold, come into possession of, and/or generate certain building plans, blueprints, schematic drawings, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, facility, or other structure owned or operated by the City or an agency (singularly or collectively "Exempt Plans"), which pursuant to Section 119.071(3), Florida Statutes, are exempt from Section 119.07(1), Florida Statutes and Section 24(a), Art. I of the Florida State Constitution. FIRM certifies it has read and is familiar the exemptions and obligations of Section 119.071(3), Florida Statutes; further that FIRM is and shall remain in compliance with same, including without limitation maintaining the exempt status of such Exempt Plans, for so long as any Exempt Plans are held by or otherwise in its possession. This section shall survive the expiration of earlier termination of this Agreement.

B. Data Collection. Pursuant to Section 119.071(5)(a)2a, Florida Statutes, social security numbers shall only be collected from FIRM by the CITY should such number be needed for identification, verification, and/or tax reporting purposes. To the extent FIRM collects an individual's social security number in the course of acting on behalf of the CITY pursuant to the terms and conditions this Agreement, FIRM shall follow the requirements of Florida's Public Records Law.

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

1. FIRM shall keep and maintain public records required by the CITY to perform the services under this Agreement;
2. Upon request by the CITY, provide the CITY with copies of the requested records, having redacted records in total on in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the CITY) on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that records, in part or in total, that are exempt or that are confidential and exempt from disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion (or earlier termination) of the Agreement if FIRM does not transfer the records to the CITY;
4. Upon completion (or earlier termination) of the Agreement, FIRM shall within 30 days after such event either transfer to the CITY, at no cost, all public records in possession of the FIRM or keep and maintain the

public records in compliance with Chapter 119, Florida Statutes. If FIRM transfers all public records to the CITY upon completion (or earlier termination) of the Agreement, FIRM shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon completion (or earlier termination) of the Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the agency.

The failure of FIRM to comply with Chapter 119, Florida Statutes, and/or the provisions set forth in this Article shall be grounds for immediate unilateral termination of the Agreement by the CITY; the CITY shall also have the option to withhold compensation due FIRM until records are received as provided herein.

IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-274-8598, JIM.GREINER@TAMPAGOV.NET, AND CONTRACT ADMINISTRATION DEPARTMENT, TAMPA MUNICIPAL OFFICE BUILDING, 4TH FLOOR, 306 E. JACKSON ST. TAMPA, FLORIDA 33602.

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

WOODRUFF & SONS, INC.

CITY OF TAMPA, FLORIDA

By: _____
Donald P. Woodruff /President
Authorized Officer or Individual

By: _____
Bob Buckhorn, Mayor (SEAL)

ATTEST:

By: _____
Shirley Foxx-Knowles, City Clerk

Approved as to Legal Sufficiency and authorized
by Resolution No. 2018-_____.

Rachel S. Peterkin, Assistant City Attorney

EXHIBIT A

PRE-CONSTRUCTION DESIGN-BUILD SERVICES

17-C-00003: CYPRESS STREET OUTFALL REGIONAL STORMWATER IMPROVEMENT DESIGN-BUILD PROJECT

CITY OF TAMPA

I. INTRODUCTION/PROJECT DESCRIPTION

The City of Tampa (CITY) selected the Woodruff and Sons design-build team (FIRM) to implement the Cypress Street Outfall Regional Stormwater Improvements Design-Build Project. The project area, shown in Figure 1, consists of three phases: (1) West Cass Street, (2) North Rome Avenue, and (3) West Gray Street. The Cypress Street Outfall Regional Stormwater Improvements Design-Build Project, hereinafter referred to as the Project, is the third phase of a regional project to reduce flooding. The Project includes approximately 7,500 linear feet (lf) of box culvert along West Cass Street from North Rome Avenue to North Boulevard; North Rome Avenue from West Cass Street to Kennedy Boulevard; and West Gray Street from North Tampa Avenue to North Rome Avenue. Along with the box culvert approximately 8,700 lf of various size water mains will be installed and or replaced and the existing gravity sewer along portions of the route will be relocated. All of the underground work will require, in most areas of the Project, complete roadway restoration from Right of Way to Right of Way. Other related work will be performed on a temporary basis at the terminus point of the existing box culvert along the Hillsborough River. This work is required to control the tidal influences of the Hillsborough River during construction.



Figure 1. Cypress Street Outfall Regional Stormwater Improvements Project Area

The Project will be designed to reduce flooding during a 5-year, 24-hour storm event. Project activities include, but are not limited to, field services such as surveying, geotechnical, design, permitting, construction and public relations for this major stormwater conveyance system within public right-of-way which will also include: the relocation of an existing gravity sewer system; removal and replacement of roadway and sidewalk; sustainable infrastructure; installation of a new 36-inch water transmission main; and traffic improvements at the intersection of West Cass Street and North Willow Avenue to account for

the signalization changes associated with another project.

The Project includes replacement of the impacted roadways and utilities, maintaining existing traffic throughout the Project limits, structural design of the precast reinforced concrete box culverts and the large cast in place junction boxes; design of sustainable/green infrastructure; a tree survey; and a detailed update to the existing XP-SWMM hydraulic model to verify sizing of the trunk lines needed to meet the required level of service (LOS). The services included in this scope are for the design phase only.

The parties acknowledge that the FIRM was selected, in part, on the basis of qualifications of particular subcontractor(s)/subconsultant(s) or team members and employees of the FIRM as identified in the FIRM's response to the CITY's solicitation and below. The FIRM shall ensure that Key Personnel are available for services hereunder, as long as such Key Personnel are in the employ of the FIRM. The FIRM shall not add or change any Key Personnel without the CITY's prior written approval made in response to a written request from the FIRM stating the reasons for any proposed substitution or addition and providing such information as the CITY requires for determining the suitability of the individual or entity being proposed. The CITY will act reasonably in evaluating same; provided, however the CITY's acceptance shall not constitute any responsibility or liability for such individual or entity's ability to perform.

The FIRM's Key Personnel roles and individuals to be designated as the lead or principle for the respective services are listed below:

- Woodruff and Sons, Inc. – General Contractor; Matt Anderson, PE (Project Manager)
- Valerin Group – Community Outreach Services; Valerie Ciudad-Real
- Tetra Tech – Engineer of Record; Thomas Cross, PE, Assoc. DBIA
- MC Squared, Inc. – Geotechnical Engineer of Record; Joe Di Stefano, PE
- Hyatt Survey Services, Inc. – Survey; Russ Hyatt, PSM
- KCI Technologies, Inc. – Subsurface Utility Engineering; Tommy Capell, PE
- Archaeological Consultants, Inc. – Historical Artifacts; Marion Almy, RPA
- Bala Consulting Services, LLC – Signaling/Signing and Marking; Bala Padmanabhan, PE
- Nichols Landscape Architecture, Inc. – Existing Tree Survey and Arborist Report; Celia Nichols, PLA, ASLA
- Earth Resources – Environmental Permitting; Nancy Scott
- Aerial Innovations, Inc. – Pre-Construction Video; Thomas Drost

II. SCOPE OF SERVICES

The scope of services includes the following tasks to be performed by the FIRM:

Task 1 – Project Management and Data Collection

A. Project Management

- i. Develop and maintain a Project Management Plan (PMP) complete with team member roles, schedules, deliverable deadlines, a health and safety plan and related components necessary to manage the proposed Project.

- ii. Prepare and submit a monthly project status report summarizing work progress since previous report and an updated schedule of the ongoing work. The project status report will be submitted monthly with the FIRM's invoicing.
- iii. Coordinate external services and schedules of sub-disciplines, other local utility providers, and governmental agencies.
- iv. Perform quality assurance and quality control reviews for the entire design.
- v. Schedule and conduct eight (8), non-consecutive monthly progress meetings with the FIRM and the CITY. The FIRM will prepare and distribute meeting notes of each progress meeting. These meetings will be attended by the FIRM, as needed, based on the progress of the Project. Other FIRM personnel may participate via conference call.

B. Data Collection

- i. Geotechnical Services - preparation of a geotechnical exploration plan that includes proposed boring locations and depths; field and testing laboratory tasks; and drilling and sampling procedures. Performance of Standard Penetration Test (SPT) borings along the proposed reinforced concrete box (RCB) culvert alignment every 500 feet, collect ten (10) pavement cores, and collect soil samples and record field data. All soil samples collected will be visually classified using the Unified Soil Classification System (USCS). Selected representative soil samples will be tested for physical and engineering properties. Proposed physical and engineering property testing would be: natural moisture content, grain size analysis (full and single), organic content, Atterberg Limits, corrosion, consolidation, triaxial shear and Limerock Bearing Ratio (LBR). Actual testing will be dependent on the variations encountered in the subsurface soil profile. Preparation of boring logs using the gINT Program will be conducted. Borings will also be presented on layout sheets for ease of comparison between borings. The data will be used in performing engineering evaluations, analyses, and for developing geotechnical recommendations for use in the design.

Deliverable

A Final Geotechnical Engineering Report will be prepared and submitted to the CITY. The FIRM will submit five (5) paper copies and an electronic copy in Portable Document Format (PDF) format to the CITY.

- ii. Subsurface Utility Engineering - the FIRM will follow the current American Society of Civil Engineering (ASCE) C-I-38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility." The FIRM fully understands the standard and the procedures

- West Gray Street (3,300 lf)
 - West Cypress Street (200 lf)
- b. The survey limits for this project will extend to a point five (5') feet beyond each right-of-way line or to the limits as depicted in Figure 2, where accessible.
 - c. Right-of-way lines will be determined in accordance with existing field monumentation, the last deed of record and/or platted subdivision records within the public records of Hillsborough County. The procurement of current title searches is not included in this scope of services.
 - d. The FIRM will locate visible aboveground site improvements, utilities and appurtenances. Underground utilities may be graphically depicted on the survey drawing(s) in accordance with visible appurtenances. The FIRM will assume no responsibility for the completeness and/or accuracy of any subsurface data represented on the survey drawing(s) from information provided by others.
 - e. The FIRM will determine site elevations on a maximum fifty (50') foot grid, at grade breaks, at changes in direction on curbing/paving to the limits as shown on the attached exhibit.
 - f. The FIRM will locate/identify living trees within the survey limits with a 4-inch or greater DBH (diameter @ breast height).
 - g. This survey will be referenced to NAD83/07 or 11 Florida State Plane Coordinates.
 - h. All elevations will be referenced to published NG5/City of Tampa/Hillsborough County benchmarks relative to the NAVD 88 vertical datum.
 - i. The FIRM will prepare a DTM or TIN Model and contour lines as part of this scope of services.
 - j. The FIRM will provide the survey drawing(s) in AutoCAD® Civil 3D® format as well as four (4) signed and sealed paper copies of the survey drawing(s). Survey drawings will be saved in AutoCAD 2013 drawing format and will be delivered to the CITY in an eTransmittal which will include all references used to create the drawings. The AutoCAD® Civil 3D® drawings shall include pertinent surfaces, points, alignments, pipe networks, profiles and sections and related features that support these items within the Project area. The survey linework will be two-dimensional (2D) lines and polylines with zero (0) elevation. Survey figures are not acceptable as linework for the existing survey.

- k. Right of Entry Letters shall be used in the event of construction impacting private property. Property owners will be notified by the CITY prior to any alterations in the construction plans that may affect their property. The FIRM will relocate, repair, and/or reconstruct any items that may be impacted for the purpose of constructing this Project.
- iv. Historical Artifacts - provide coordination concerning cultural resources within the Project area for the State Historic Preservation Office (SHPO).
- v. Existing Tree Survey and Arborist Report - a tree survey will be conducted along the limits of the Project to document the location, species and general health of all trees greater than 5" Diameter Breast Height (DBH). Using a hand-held GPS unit, the location of the trees will be recorded. The results of the survey will also be included as well as the permitting requirements, if protected trees are to be impacted by construction. The Arborist Report will include the preparation of the "Tree Debit Table" and the "Tree Removal and Pruning Plan".

Deliverable

A Final Arborist Report will be prepared and submitted to the CITY. The FIRM will submit five (5) paper copies and an electronic copy in PDF format to the CITY.

- vi. Pre-Construction Video - collect information for a Project pre-construction video of existing conditions and areas of construction. The video will include surrounding areas and adjacent properties around the Project construction area; existing roadways, intersections, and connections; Project right-of-way; driveways, landscaping, and mailboxes; and shall show details in all intersections, driveways, parking lots, and any and all structures along the Project construction path. The video shall be collected on both sides of roadway in each direction. The pre-construction video will include date and time stamping, an audio recording and an orientation log of the Project area.

Task 2 – Hydrologic and Hydraulic Modeling

The CITY has conducted the conceptual hydrologic and hydraulic (H&H) modeling for the Cypress Creek Outfall of which the watershed is located in the Hyde Park area in West Tampa. An initial review of the H&H modeling results indicate that the conceptual model was developed using "large sub unit" concepts which is to be expected for a conceptual level model. The use of large sub units, however, in a 2-D model is prone to "slug" loading of flows that will lead to the disproportionate distribution of flows in drainage basins. This will have a direct effect on the sizing of conveyance systems.

All total, the overall watershed included in the model encompasses approximately two square miles which is generally bound on the north by I-275, on the south by West Swann Avenue, on

the west by South Habana Avenue and the Hillsborough River on the east. The contributing area to the Project corridor is approximately two square miles. This existing model that will be used for the tasks below was used by the CITY to obtain the conceptual permit for the proposed improvements.

This scope includes a detailed review of the existing XP-SWMM H&H model which will be limited to two (2) storm events – the mean annual, and the 5-year frequency storms. Below is a summary of the activities included:

- A. The FIRM will review assumptions that may have been made to calibrate the XP-SWMM model and the sub units used to establish drainage divides and flow through the conveyance systems to assess if best available data was utilized to obtain the current results.
- B. Using available LiDar topographic data, and field reconnaissance, the FIRM will verify the limits of the drainage basins to ensure that the accumulation of flow in the proposed RBC system is proportionately distributed to verify the proposed sizes. This task will also help in the analysis to size the proposed drainage structures to ensure proper intake flow capacities
- C. Geographic Information System (GIS), along with the use of the Arc Hydro module, will be used to confirm the hydrologic parameters used in the XP-SWMM model.
- D. Upon completing activities A thru C, the FIRM will proceed with completing the H&H modeling by performing the following:
 - i. Review and Refinement of the Existing Conditions Model - the FIRM will refine the input data as necessary from the activities above for the Cypress Street Watershed H&H XP-SWMM modeling for the two listed storm event above using XP-SWMM. Demonstration that this flood protection Project will reduce the existing flooding problem during the 5-year, 24-hour storm event is required for the CITY to meet its contractual obligation under its cooperative funding agreement with the SWFWMD. This will involve the processing of iterative model runs in order to ensure that the results match up with known flood conditions that have been provided by the City. Upon obtaining satisfactory results for the existing conditions, the FIRM will proceed with modeling for the proposed design conditions.
 - ii. Review and Refinement of the Proposed Conditions Model - Firm will apply the refinements from the existing conditions model to the proposed conditions to verify the proposed primary and secondary conveyance systems.

Deliverable

- E. A draft and final technical memorandum outlining the refinements to the conceptual model and a summary of the results will be prepared and submitted to the CITY. The FIRM will submit five (5) paper copies and an electronic copy in PDF format for CITY review for each submission.

Task 3 – Green Infrastructure and Low Impact Analysis (SUSTAIN Modeling)

As part of the stormwater improvements portion of the Project, the FIRM will evaluate green infrastructure (GI)/low impact development (LID) best management practices (BMPs) that would achieve nutrient load reductions to help meet water quality goals for the area and Tampa Bay. This plan will be developed by calculating the total phosphorus (TP) and total nitrogen (TN) loads within the Project area, identifying cost-effective GI/LID BMPs, calculating nutrient reductions associated with the BMPs, and developing preliminary designs for the proposed BMPs.

- A. Develop Nutrient Loading Estimates - the FIRM will determine the TN and TP loading estimates for the sub-basins within the Project area using the existing calibrated XPSWMM model to determine the flows to each of the potential BMPs areas, and literature values to calculate the nutrient loading based on the surrounding land uses. The estimated nutrient load reductions from the proposed GI/LID BMPs will be calculated using Florida Department of Environmental Protection approved BMP efficiencies or literature values.

Deliverable

- B. Evaluate and Rank GI/LID BMPs - for each of the potential GI/LID BMPs, information on the nutrient load reductions, estimated costs, maintenance requirements, and other key factors will be used to rank the potential BMPs. This ranking will identify up to three BMPs per road segment (total of up to nine BMPs for the Project area) that Tetra Tech will then prepare concept designs for in Task C below. The FIRM will submit an electronic copy in PDF format for CITY review.

Deliverable

- C. Develop Preliminary Concept Designs - the FIRM will develop preliminary concept designs for the top ranked GI/LID BMPs for each of the three (3) road segments. The number of preliminary designs will be limited to the types of BMPs and the budget available, with no more than three concept designs per road (no more than nine for the entire Project area) to be developed. The FIRM will submit an electronic copy in PDF format for CITY review.

Deliverable

- D. The FIRM will develop a technical memorandum summarizing the site visits to identify potential locations; estimated nutrient load reductions, costs, maintenance, and other preliminary project information; ranking of BMPs; and recommended BMPs for concept designs. The FIRM will submit an electronic copy in PDF format for CITY review.

Task 4 – Engineering Design

Deliverable

The FIRM will submit five (5) paper copies and an electronic copy in PDF format to the CITY for review for 60% plans, 90% plans and 100% plans. The 60% plan submittal will be used for the SWFWMD cooperative funding activities. This submittal is to meet SWFWMD's cooperative funding requirement for completion of 30% design and third party review of the proposed Project to construct drainage conveyance system BMP's to reduce flooding in approximately 895 acres of a highly urbanized basin. The FIRM will submit three (3) paper copies of the 60% plans and an electronic copy in PDF format to SWFWMD for this purpose. The five (5) copies of

the 100% plans will be signed and sealed. Each submittal will contain the following data.

- A. Roadway - the roadway construction drawings will include design for new roadway sections, curb and gutter, sidewalk, ADA compliant ramps, and appurtenances along the proposed box culvert route more or less from right of way to right of way. The drawings will contain plan and profile views, typical cross sections, connections/transitions to existing side roads and driveways, and the needed traffic signal relocation at the intersection of Cass Street and North Willow Avenue. In conjunction with the plans, the applicable details will be included within the drawings. The design will also improve and account for pedestrian and bicycle traffic within the proposed route. Finally, the proposed Green Spine Pedestrian Trail project will be incorporated into this Project along West Cass Street from North Rome Avenue to North Boulevard using the engineering design documents from the City's design team for the Green Spine Pedestrian Trail project. Also included in this task is the hydraulic design of the secondary storm conveyance system that will connect to the proposed RBC system.
- B. Stormwater - the stormwater construction drawings will include the applicable design for the reinforced box culvert along the proposed route. The design will also account for the connections from the existing stormwater system that intersect the proposed route. The drawings will be comprised of the plan, profile, details, overall drainage maps, structure summary sheet. The storm water plans will also incorporate the agreed upon GI / LID / BMP improvements. As noted in Task 2, the stormwater design will be based on the five (5) year, 24 hour storm event, and the hydraulic grade line will be set to account for the applicable offsite drainage.
- C. Signaling/Signing and Marking - the signalization, signing and marking plans will account for the proposed roadway and be in accordance with City Standards. The new signal at Cass Street and Willow Avenue will be designed in accordance with CITY and FDOT standards. Construction details will be included to show supporting documentation to facilitate construction.
- D. Structural - the structural drawings will account for the loading the precast box culvert will be subjected to. The drawings will also detail the design and fabrication of the proposed junction boxes.
- E. Maintenance of Traffic Design and Construction Plans - detailed Maintenance of Traffic (MOT) plans will be developed to minimize construction impacts to the surrounding CITY road network. The MOT plans will be comprised of lane shifts, road closures, sidewalk closures, temporary markings, detours, etc. The plans will detail how ingress/egress will be maintained for the affected property owners at all times.
- F. Design of Sustainable Concepts - as noted in Task 3, GI/LID will be incorporated into the overall construction plans. The preferred technology/practices, as agreed upon by the CITY, will be incorporated into the applicable plans, details, and/or specifications.
- G. Utilities - the FIRM will develop designs for the relocation of existing utilities along the proposed route that are in conflict with or are negatively impacted by the proposed Project improvements for the following:
 - i. Water - the water design will account for water services impacted by the proposed Project. Hydraulic modeling will not be conducted for

the design. Existing utilities will be matched in size or upsized as directed by the CITY and replaced with material based on CITY standards. Applicable permitting is accounted for within the design. Existing utilities will be removed or abandoned in place. The design will denote which option will be utilized. The water design will also include the installation of a proposed new 36" water main.

- ii. Wastewater - the wastewater design will account for wastewater services impacted by the proposed Project. Hydraulic modeling will not be conducted for the design. Existing utilities will be matched in size and replaced with material based on CITY standards. Applicable permitting is accounted for within the design. Existing utilities will be removed or abandoned in place. The design will denote which option will be utilized.

- H. Technical Specifications - the Project technical specification will follow state and local engineering standards. FDOT and CITY standards will be followed for signalization and drainage construction, CITY standards will be utilized for the utility design. When a typical standard does not exist (i.e. GI/LID) the FIRM will prepare the applicable specification.

Task 5 – Permitting

The FIRM shall prepare and coordinate design and construction permit submittals until obtaining approvals for the permits listed below. All permitting fees will be paid by the FIRM and reimbursed by the CITY as an expense.

- A. Southwest Florida Water Management District (SWFWMD) Environmental Resources Permit (ERP). This permitting process will involve modifying the existing conceptual permit to obtain a construction permit for the proposed stormwater conveyance improvements.
- B. Notice of Intent to use NPDES Generic Permit for Stormwater Discharge from Large and Small Construction activities.
- C. Florida Department of Environmental Protection - National Pollutant Discharge Elimination Systems Permit (NPDES) – SWPPP
- D. Florida Department of Environmental Protection - Notification/Application for Construction of a Domestic Wastewater Collection/Transmission System
- E. Hillsborough County Health Department
 - i. 62-555.900(1) – Application for a Specific Permit to Construct PWS Components
 - ii. 62-555.900(9) – Certification of Construction Completion and Request for Clearance to Place Permitted PWS Components into Operation
- F. City of Tampa
 - i. Tree Removal/Relocation Permit
 - ii. Right of Way Utilization Permit

Task 6 – Community Outreach Services

A. Community Awareness/Outreach Plan

The FIRM will be responsible for developing and implementing a detailed Community Awareness/Outreach Plan (Plan) that will be tailored to the specifics of the Project. Some of the key elements of the Plan will include an outline of outreach activities to be performed, internal and external lines of communication and Project staff contact information. This Plan will serve as a living document and will be updated throughout the duration of the Project.

B. Stakeholder Database and Analysis

The FIRM will be responsible for identifying all impacted property owners and tenants (adjacent to the Project corridor) for the development of a stakeholder database. In addition, the database will include CITY and Hillsborough County government officials, SWFWMD, local law enforcement, emergency management services, fire and rescue, schools, hospitals, homeowner associations, local chambers of commerce, transit authority (if applicable), media and other interested parties. Information contained in the database will include contact information as well as documentation of all correspondence with stakeholders. Upon request, detailed electronic reports in the form of an Excel spreadsheet can be generated to provide communications with stakeholders. These reports can be prepared based upon dates and other criteria. The database will be maintained and periodically updated throughout the duration of the Project.

C. Public Information Meeting – Preparation and Attendance

The FIRM will organize and coordinate all community outreach service activities for the Project for preparation of one (1) Public Information Meeting to be conducted during the design phase. Community outreach service activities include the following:

- Identifying an ADA compliant meeting facility
- Preparing Public Information Meeting materials and presentation
- Advance notifications and advertising of the Public Information Meeting via press releases, and distribution of Public Information Meeting notices
- Attendance at one (1) Public Information Meeting
- Set up and break down of Public Information Meeting
- Preparation of a final Public Information Meeting summary

Specific to this Project, deliverables include but are not limited to:

- Project fact sheets
- Public Information Meeting notification
- Sign-in sheets for Public Information Meeting
- PowerPoint Presentation (if needed)
- Meeting content information to be posted on the CITY's website and social media platforms
- Comment cards (if needed)
- Public Information Meeting signage to be placed near and at the site the day of the meeting
- Name badges for FIRM and City representatives attending meeting(s)

All deliverables will be provided to the CITY for review and approval prior to distribution. In addition, collateral/deliverables will be translated from English to Spanish (as needed).

The FIRM will provide key staff members to assist at the Public Information Meeting. A debriefing of the meeting will be conducted with the FIRM and the CITY. Also, a summary will be generated and provided to the CITY outlining specifics about the meeting, including comments received from the public/stakeholders, along with copies of collateral materials used at the meeting. Collateral material refers to handouts, display boards, sign in sheets, press releases, comment cards, PowerPoint presentations, and other media type material used within the public meeting. The collateral material will be delivered electronically in a PDF format.

D. Regular Public Information – Outreach Activities

The FIRM will coordinate and conduct one (1) public open house with individual stakeholders, local organizations, HOA, and business after submittal of the 60% design plans. The public open house will be to inform the public of pending construction activities and solicit feedback.

E. Attendance at Progress Meetings/On-Site Visits/Citizen Correspondence

The Community Outreach Services subconsultant will attend the eight (8) regular progress meetings as noted in Task 1 to be kept up-to-date on project progress during the design phase. This will allow all team members of the FIRM to be proactive in providing updates to stakeholders and the general public.

F. Collateral Preparation/Distribution

At the beginning of the Project, the FIRM will work with the CITY to develop a Project fact sheet to be distributed door-to-door to property owners, businesses and tenants located along the Project corridor. This fact sheet can also be emailed to other interested parties. Other collateral can include Frequently Asked Questions (FAQs).

G. Website – Social Media

The FIRM will be tasked with developing a 6-page Project-specific website. The FIRM will also be responsible for updating and maintaining the website, including Wordpress code and plugins, as well as any content that may need to be updated throughout the duration of the Project.

In addition, the FIRM will provide the CITY with updated Project information/content to post on the CITY's social media platforms.

H. Mobile App

The FIRM will develop a mobile application that will serve as a portal to the website to be used during the construction phase of the Project.

I. 24/7 Hotline

The FIRM will be responsible for maintaining a 24/7 Hotline throughout the duration of the design phase of the Project. The 24/7 Hotline includes receiving and responding to inquiries from the public, etc. (Note: This 24/7 Hotline will continue throughout the construction phase of the Project. During construction, the general contractor will provide an after hour emergency contact number.)

J. Media Correspondence/Interviews/Media Clippings

Media relations will be handled by the CITY, but the FIRM will be responsible for providing the CITY with press releases and other pertinent Project information to be provided by the CITY to the media. The CITY will perform the media clipping services related to the Project.

III. ALLOWANCE

Upon the CITY's written request, services in addition to those specified may be required to complete the Project work. The scope of additional services and the limits of compensation shall be negotiated and approved in writing (via email or other appropriate means) by the CITY prior to start of the work effort.

Notwithstanding anything herein to the contrary, any charge or increase to allowance amounts must be approved by the CITY in advance and in writing. If not so approved, the charge will be deemed to be at the FIRM's sole cost without reimbursement. The only allowances allowed are those clearly identified in the Agreement (including this and other incorporated exhibits). Any remaining allowance amounts shall belong 100% to the CITY.

IV. EXCLUSIONS, ASSUMPTIONS AND CITY RESPONSIBILITIES

Exclusions

The following items are excluded from the FIRM's Scope of Work, and will be considered additional services.

- Details concerning upgrades to existing signage and markings geared towards community enhancement efforts.
- H&H modeling tasks or updates involving adjacent watersheds, i.e. beyond the Cypress Street Watershed and/or boundary conditions.
- Determination of the potential for sinkhole activity and remediation if identified, with geotechnical surveys included within the scope of work.
- City of Tampa MS4 reporting or permit activities.
- Determination of the potential for encountering contaminated ground water and or soil.
- Design and or incorporation of cathodic protection within the Project.
- Property improvements beyond the City's right of way or on private property.
- Dredging within the Hillsborough River at the current outfall point.
- Sketches and legal descriptions for any temporary construction easements and front lot easement title searches.
- Utility Coordination including identification of utility facilities and securing agreements, utility work schedules, and plans from the Utility Agency Owners (UAO) in order to address any potential conflicts that may exist with utility facilities within the Project area.

Assumptions

The following assumptions were made in the creation of this scope:

- It is assumed that there are no threatened or endangered species (flora or fauna) impacted by the Project. However, no detailed environmental surveys, data collection, analyses or mitigation efforts are anticipated outside of that activity.

- It is assumed that there are no significant or historical features along the corridor which would require investigation, design, and/or permitting along the corridor, including but not limited to: archeological, social/economic, noise, and 4F (specifically issues governed by Section 4(f) of the Policy Paper supplements to the Federal Highway Administration's (FHWA) regulations governing the use of land from publicly owned parks, recreation areas, wildlife and waterfowl refuges, and public or private historic sites for Federal highway projects).
- The CITY will pay for all impact fees relating to tree removal throughout the Project.
- It is assumed that contaminated soils and contaminated ground water will not be encountered within the confines of the Project limit. If contaminated water and or soil is encountered during the design and or construction, it will be treated as an unforeseen site condition outside the scope of the Project. The FIRM will assist the CITY as needed and as directed as extra or additional work.
- Environmental Permitting - In the event permitting is required at the Hillsborough River for the purposes of dewatering during construction and stormwater storage, this work will be utilized. Work at the Hillsborough River will require additional permitting through SWFWMD, U.S. Army Corps of Engineers (Corps), the Hillsborough County Environmental Protections Commission (EPC) and sovereign and submerged lands authorization from the Port Tampa Bay (PTB). The FIRM will prepare Section C of the ERP application as well as the Corps 404 Engineering Form No. 4345 in support of a Nationwide 404 Permit. A request for a Miscellaneous Activities in Wetlands permit or an exemption request from the EPC will be prepared. The FIRM will coordinate with the PTB to determine the type of sovereign and submerged lands authorization required. The FIRM will prepare the appropriate permit application for submittal to the PTB. The Project lies within the U.S. Fish and Wildlife Services (USFWS) consultation area for the piping plover and the manatee. The FIRM resources will coordinate with the USFWS and the Corps regarding potential impacts to these species.
- Landscape Architecture - Landscape architecture design work related to the installation of additional vegetation to enhance the water quality and aesthetic features of the proposed route are not included in the Project. Landscape architecture design work may be required for the replacement of applicable landscape in relation to size, quantity and species and will be conducted on an as needed basis for the Project. In the event there is a need for landscape architecture design for the replacement of applicable landscape, 90 hours have been budgeted on a contingency basis for the scope of services.

City Responsibilities

In addition to what is specifically referenced in the tasks, the following items are to be provided, or performed by the CITY:

- Provide available conceptual H&H model/data.
- Provide available right of way mapping information (public right of way, easements, and utility encumbrances) within the corridor.
- Provide access to current and past project drawings, cad files, technical specifications that may be utilized/incorporated into the Project such as, but not limited to, engineering design documents for the Green Spine Pedestrian Trail project.
- Existing Utility/City agreements within the Project area.
- Phased reviews of plans, reports, and documents in a timely manner in accordance with the given schedule (2-week maximum).
- Pavement design desired for each roadway segment (specifically, pervious pavement used

on other CITY areas.

- Permitting support including approval of contacts with permitting agencies, facilitation of appropriate signatures on application forms.
- Provide the FIRM with the latest standards and specifications utilized by the City of Tampa for roadway, utility and storm water infrastructure.
- The City will provide available GIS shapefiles, water quality data, project data, information on the costs and feasibility of past BMP implementation, and other relevant information to assist in development of the plan.

V. SCHEDULE

The FIRM's design services shall be completed within 12 months from issuance of notice to proceed (NTP). The design services 12 month schedule is based on the following dates:

- CITY NTP issuance – Wednesday, April 4, 2018
- 60% design submittal to obtain a guaranteed maximum price (GMP) – Tuesday, October 30, 2018
- SWFWMD (3rd Party Review) – Wednesday, October 31, 2018 to Friday, March 1, 2019
- Final submittal – Thursday, April 4, 2019

Appendix A: Provisions for Work

The following standards and provisions will be utilized during design. All work shall be prepared with English units in accordance with the latest editions of standards and requirements (latest refers to printing at the time of the notice to proceed) which include, but are not limited to:

General

- ADA Standards for Accessible Design
- AASHTO – A Policy for Geometric Design of Highways and Streets
- AASHTO – Highway Safety Manual
- Rule Chapter 5J-17, F.A.C., Minimum Technical Standards for Professional Surveyors and Mappers
- Rule Chapter 620302, F.A.C. Surface Water Quality Standards
- Applicable Code of Federal Regulations (C.F.R)
- Applicable Florida Administrative Codes (F.A.C)
- Florida Statutes (F.S.) Chapters 20, 120, 215, 373, 455 and other applicable chapters
- Florida CITY of Business & Professional Regulation Rules
- FDOT Plans Preparation Manual (only if work occurs adjacent to FDOT ROWs)
- FDOT Greenbook (in non FDOT ROW areas)
- FDOT Design Standards for Design, Construction and Maintenance Operations on the State Highway System
- City of Tampa Pavement/Right of Way Restoration Requirements (Rev, 2012)
- FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook)
- FDOT Materials Manual
- FDOT Procedures and Policies
- FDOT Standard Specifications for Road and Bridge Construction
- FDOT Utility Accommodation Manual
- FHWA – Manual on Uniform Traffic Control Devices (MUTCD)
- FHWA – NCHRP Report 672, roundabouts: An Informational Guide
- Applicable Florida Statutes (F.S.)
- City of Tampa Transportation Technical Manual
- FDOT – Florida Intersection Design Guide
- City of Tampa water standards
- City of Tampa wastewater standards

Drainage Related

- City of Tampa Stormwater Technical Standards Manual for Public Development Projects
- City of Tampa Stormwater Standard Details
- FDOT Drainage manual
- FDOT Drainage Design Guide
- FDOT Erosion and Sediment Control Manual

Surveying and Mapping

- All applicable Florida Statutes and Administrative Codes
- Applicable Rules, Guidelines codes and authorities of other Municipal, county, State and Federal Agencies
- FDOT Aerial Surveying Standards for Transportation Projects, Topic 550-020-002
- FDOT Right of Way Mapping Handbook
- FDOT Surveying Procedure Topic 550-030-101
- FDOT Transportation Right of Way Procedures Manual
- FDOT Transportation Surveying Handbook
- Right of Way Mapping Procedure 550-030-015

Traffic Engineering and Operations and ITS

- AASHTO – An Informational Guide for Highway Lighting
- AASHTO – Guide for Development of Bicycle Facilities
- FHWA Standard Highway Signs Manual
- FDOT – Florida Roundabout Guide
- FDOT Manual on Uniform Traffic Studies (MUTS)
- FDOT Median Handbook
- FDOT Traffic Engineering manual
- Minimum Specifications for Traffic Control Signal Devices
- National Electric Safety Code
- National Electric Code
- American Institute of Steel construction (AISC) Manual of Steel Construction, referred to as “AISC specifications”
- American National Standards Institute (ANSI) RP-8-00 Recommended practice for Roadway Lighting

Structures Related

- American National Standards Institute (ANSI) RP-8-00 Recommended practice for Roadway Lighting
- Structures Related
- AASHTO LRFD Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, and interims.
- FDOT Structures Manual
- FDOT Structures Detailing Manual
- FDOT Structures Design Office Temporary Design Bulletins

Subsurface Utility Engineering

- CI/ASCE 38-02, “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data”

Exhibit B - Compensation

17-C-00003: Cypress Street Outfall Regional Stormwater Improvement Design-Build Project

TASK #	ELEMENT & TASK DESCRIPTIONS	TOTAL
1	Project Management and Data Collection	\$654,388.14
A	Coordination with subs & contractors	\$106,063.47
B	Project Coordination	\$153,204.80
C	Data Gathering & Field Activities	\$18,689.21
D	Data Collection	
i	<i>Geotechnical Services</i>	<i>\$128,995.50</i>
ii	<i>Subsurface Utility Exploration</i>	<i>\$119,535.60</i>
iii	<i>Design Survey Services</i>	<i>\$93,063.75</i>
iv	<i>Utility Coordination</i>	<i>\$0.00</i>
v	<i>Historical Artifacts</i>	<i>\$5,750.00</i>
vi	<i>Existing Tree Survey and Arborist Report</i>	<i>\$27,935.80</i>
vii	<i>Pre-Construction Video</i>	<i>\$1,150.00</i>
2	Hydrologic and Hydraulic Modeling	\$64,611.49
3	Green Infrastructure and Low Impact Analysis (SUSTAIN Modeling)	\$68,599.37
4	Engineering Design	\$1,206,071.50
A	Roadway, GI Design, Stormwater & RBC	\$645,010.34
B	Inflow Capacity Calcs for Intake Structures	\$11,608.15
C	Signaling/Signing and Marking	\$112,838.30
D	Structural (60%, 90%, 100%)	\$116,739.80
E	Sewer Design & Construction Drawings (60%, 90%, 100%)	\$134,862.22
F	Water Main Design & Construction Drawings (60%, 90%, 100%)	\$185,012.69
5	Permitting	\$84,504.89
A	SWFWMD	\$32,609.94
B	FDEP/Hillsborough County Health Department	\$5,174.41
C	City of Tampa	\$7,245.09
D	Environmental Permitting	\$27,840.35
E	Permit Application Fees	\$11,635.10
6	Public Outreach	\$136,729.07
7	Woodruff: Pre-Consturction Service Fee	\$170,475.00
	Subtotal of Design Fee	\$2,385,379.46
9	10% Allowance	\$238,537.95
	Design Fee Total	\$2,623,917.41



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.: 17-C-00003 Contract Name: Cypress Street Outfall Regional Stormwater Improvements Design-Build
Company Name: Woodruff & Sons, Inc. Address: P.O. Box 10127, Bradenton, FL 34282-0127
Federal ID: 35-1056916 Phone: (941) 756-1871 Fax: (941) 755-1379 Email: donw@woodruffandsons.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	Tetra Tech, Inc. 5201 W. Kennedy Blvd #620, Tampa, FL 33609 P: (813) 579-5107 thomas.cross@tetratech.com	CM	925	\$1,336,870.96	50.9%
O	KCI Technologies, Inc. 10401 Highland Manor Dr, Ste 120, Tampa, FL 33610 P: (813) 740-2300 thomas.capell@kci.com	GM	925	\$ 103,944	4%
S	The ValerIn Group, Inc. 13014 N. Dale Mabry Hwy, #820, Tampa, FL, 33618 P: (813) 751-0478 valeriec@valerIn-group.com	CF	912	\$ 80,730	3.1%
W	Bala Consulting Services, LLC 18527 Brittern Avenue, Lutz, FL 33558 P: (813) 962-4697 balapadman@balacs.net	AM	925	\$ 85,000	3.2 %
S	Nichols Landscape Architecture Inc. P.O. Box 155, Lutz, FL 33548 P: (813) 948-8810 cella@nichols-la.com	CF	925	\$ 21,700	0.8 %
W	MC Squared, Inc. 5808 A Breckenidge Parkway, Tampa, FL 33610 P: (813) 623-3399 distefano@mc2engineers.com	CF	925	\$ 112,170	4.3%
S	Hyatt Survey Services, Inc. 11007 8th Avenue East, Bradenton, FL 34212 P: (941) 748-4693 russel@hyatt-survey.com	CF	925	\$ 80,925	3.1 %

Total ALL Subcontract / Supplier Utilization \$ _____

Total SLBE Utilization \$ _____ (See page 2)

Total WMBE Utilization \$ _____

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

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

Signed: Donald P. Woodruff Name/Title: Donald P. Woodruff, President Date: 01/26/2018

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



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

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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 %
S	Earth Resources, Inc. 3411 Dorchester St., Tampa, FL 33611 P: (813) 333-2071 nscott@earthresources.us	CF	912	\$ 24,209	0.9 %
S	Aerial Innovations, Inc 3703 W. Axeele St., Tampa, FL 33609 P: (800) 223-1701 tom@aerialinnovations.com	CF	912	\$ 1,000	0.04%
W	Archaeological Consultants, Inc. 8110 Blaikie Court Suite A, Sarasota, FL 34240 P: (941) 379-6208 malm@aciflorida.com	CF	912	\$ 5,000	0.19%

Total ALL Subcontract / Supplier Utilization \$ 1,851,548.96

Total SLBE Utilization \$ 206,564.00

Total WMBE Utilization \$ 202,170.00

Percent SLBE Utilization of Total Bid/Proposal Amt. 7.95 % Percent WMBE Utilization of Total Bid/Proposal Amt. 7.70 %

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

Signed: Donald P. Woodruff Name/Title: Donald P. Woodruff, President Date: 01/26/2016

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Forms must be included with Bid / Proposal