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**A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$432,980 BETWEEN THE CITY OF TAMPA AND ROWE ARCHITECTS, INCORPORATED IN CONNECTION WITH CONTRACT 17-D-00009; DAVID L. TIPPIN WATER TREATMENT FACILITY BUILDING AND SITE IMPROVEMENTS - DESIGN 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 Rowe Architects, Incorporated, as (Consultant) to provide professional services in connection with Contract 17-D-00009; David L. Tippin Water Treatment Facility Building and Site Improvements - Design, (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 Rowe Architects, Incorporated, in connection with Contract 17-D-00009; David L. Tippin Water Treatment Facility Building and Site Improvements - Design 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.

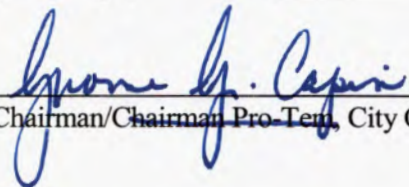
**Section 2.** That the Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk to attest and affix the official seal of the City of Tampa to, said Agreement on behalf of the City of Tampa.

**Section 3.** This will provide \$432,980 in professional services for the D. L. Tippin Administration Building Rehabilitation Project within the Water- Renewal & Replacement 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 DEC 07 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 \_\_\_\_ day of \_\_\_\_\_, 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 Rowe Architects, Incorporated a/an Florida Corporation authorized to do business in the State of Florida, (“CONSULTANT”), the address of which is 100 Madison Street, Suite 200, Tampa, Florida 33602.

### **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 17-D-00009; David L. Tippin Water Treatment Facility Building and Site Improvements – Design (“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 \$432,980 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 or 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:  
ROWE ARCHITECTS, INCORPORATED**

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

Print Name:

Title:  Pres  Exec/Sr Vice Pres  CEO  Gen Partner  
 Mgr (Mgr-Mgd LLC)  Member (Member-Mgd LLC)  
 Other (must attach proof of authority): \_\_\_\_\_

License no: \_\_\_\_\_  
*Use entity Ch 471/481/489 license no; use individual's only if applicable.*

[SEAL]

**ATTEST:**

**CITY:**  
City of Tampa, Florida

By: \_\_\_\_\_  
City Clerk/Deputy City Clerk

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

[SEAL]

APPROVED AS TO FORM:

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

## **EXHIBIT A**

### **DAVID L. TIPPIN WATER TREATMENT FACILITY BUILDING & SITE IMPROVEMENTS DESIGN 17-D-00009**

Scope of Services

October 23, 2017 (REVISED November 13, 2017)

Re: Proposal for Professional Services

### **PROJECT DESCRIPTION**

The David L. Tippin Water Treatment Facility (DLTWTF) was originally constructed between 1924 and 1926, and has evolved over the years to include 12 buildings, sedimentation basins, tanks, filters, parking, etc., as illustrated on Existing Site Plan on page 2. The Administration Building was designated by the American Water Works Association as a Historic Landmark.

Phase 1 of the project will involve extensive renovation to the interior of the Administration Building (originally the Chemical House, industrial by nature, and built in 1925) and minor renovation to the Welding Shop at the Maintenance Building. It will also include a new central air conditioning chiller plant to service the Administration Building and the future renovations to the Pump Building. Limited improvements to the site parking adjacent to the Pump and Maintenance Buildings are included.

Phase 2 includes Design Development documents for an adaptive reuse of the historic 1925 Pump House. It is understood that the current pump functions are to be relocated out of the building in the near future, which will make the building available for adaptation to office space for use by the City. No specific program has been identified for the space, but it is part of the scope of this project to explore potential options for future utilization of the space in developing a Facility Program. The Firm is to plan for new parking spaces accessed from the second floor and northwest side of the Maintenance Building. This new parking area is to be located over the existing underground clearwells that will be emptied in the near future.

The objectives of the architectural portion of the project are to: improve functionality and workflow in the Administration Building while maintaining or restoring certain interior historic features; to improve the mechanical (ventilation) systems of the Welding Shop; to produce a design documents (to the Design Development level, 35%) for the adaptive reuse of the Pump Building; and to analyze parking needs while providing alternatives for new staff and visitor parking areas.

The project is located at 7125 N. 30th Street, Tampa, FL 33610 in the eastern portion of the City of Tampa.

### **GENERAL**

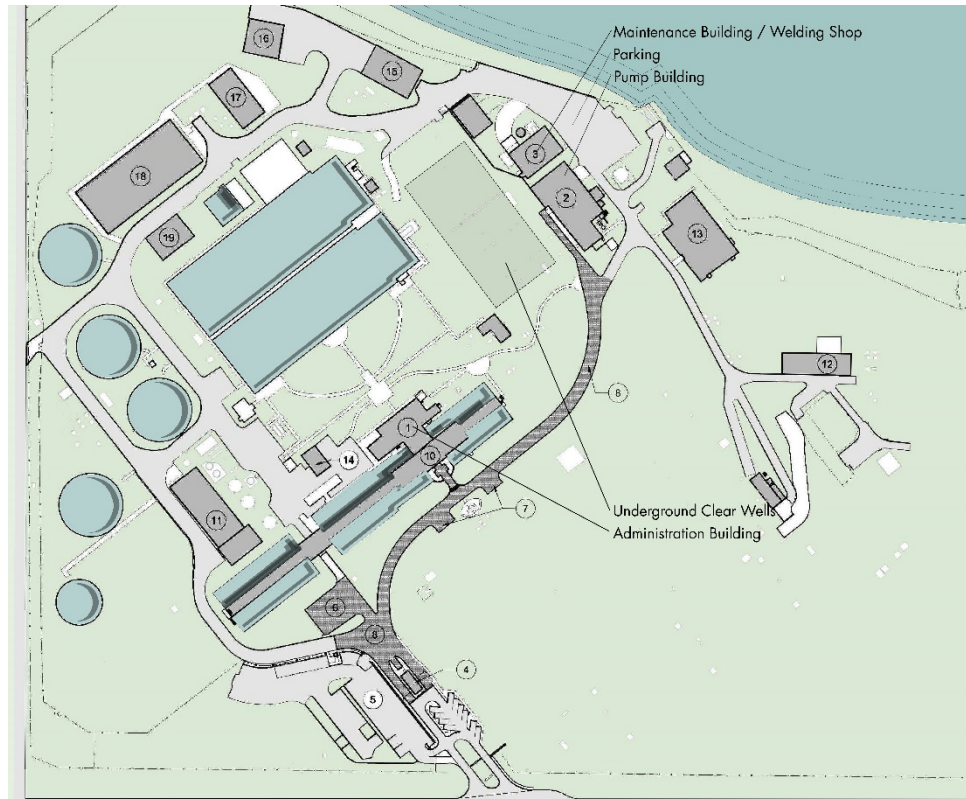
Rowe Architects Incorporated (Firm) will provide professional services required for the design, permitting and construction for the above referenced project. Basic services will include architectural, structural engineering, and mechanical, electrical and plumbing (MEP) engineering and additional services (as defined by the State of Florida Department of Management Services (DMS)) including civil engineering, historic preservation, constructability and estimating consulting services. Design work will include design verification, design development, preparation of construction documents for bidding, submittal and tracking of all regulatory permit applications, and contract administration support services during the construction phase to include review of submittals, responding to Contractor's Requests for Information (RFIs) and Proposal Requests, Change Orders; biweekly construction site visits (to include Field Observation Reports), and one Substantial Completion inspection and one Final Completion inspection.

**KEY PERSONNEL:**

The parties acknowledge that FIRM was selected, in part, on the basis of qualifications of particular those subcontractor(s)/subconsultant(s) or team members (Key Sub) and employees (Key Personnel) of FIRM or a Key Sub as identified in FIRM's response to the City's solicitation and below. FIRM shall ensure that Key Personnel are available for services hereunder as long as such Key Personnel are in the employ of FIRM or Key Sub, as applicable. FIRM shall not add or change any Key Sub or Key Personnel without the City's prior written approval made in response to a written request from FIRM stating the reasons for any proposed substitution or addition and providing such information as the City requires to determine 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.

Firm's Key Personnel includes the following:

Rick Rowe, AIA:	Principal-in-Charge
Angela Hendershot, AIA:	Project Architect
Thomas A. Hammer, AIA:	Preservation Architect
John Hadley, AIA:	Project Manager



Existing Site Plan

**PROJECT SCOPE - PHASE 1**

The design will include the renovation of the interior of the Administration Building, design of a new ventilation system in the Welding Shop in the Maintenance Building, and reconfiguration of the existing parking spaces near the Maintenance Building. This phase will include providing Construction Documents (drawings and specifications) and an Estimate of Probable Cost.

**SCOPE MILESTONES FOR PHASE 1:**

SITE, ADMINISTRATION BUILDING and WELDING SHOP AT MAINTENANCE BUILDING

**1 day**

- Design Kick-Off Meeting

**4 weeks**

- Program / Design Verification / Schematic Design
- Opinion of Probable Construction Cost
- Review Meeting (Firm, PM, Owner, Contract Administration Department)

**2 weeks**

- City Review (commencing once submittals have been received)

**8 weeks**

*Beginning upon receipt of Program / Design Verification / Schematic Design Review Comments*

- Design Development Drawings & Specifications
- Opinion of Probable Construction Cost
- Review Meeting (Firm, PM, Owner, Contract Administration Department)
- Courtesy Review with COT Architectural Review & Historic Preservation Manager

**2 weeks**

- City Review (commencing once submittals have been received)

**4 weeks**

*Beginning upon receipt of Design Development Review Comments*

- 50% Construction Documents Drawings & Specifications
- Opinion of Probable Construction Cost
- Construction Schedule
- Review Meeting (Firm, PM, Owner, Contract Administration Department)

**2 weeks**

- City Review (commencing once submittals have been received)

**4 weeks**

*Beginning upon receipt of 50% Construction Documents Review Comments*

- Pre-Application Meeting w/ Permit Agency
- 100% Permit Set Drawings & Specifications
- Permit Application Submittal
- Permit Approval

**2 weeks**

- City Review (commencing once submittals have been received)

**2 weeks**

*Beginning upon receipt of Permit Review Comments*

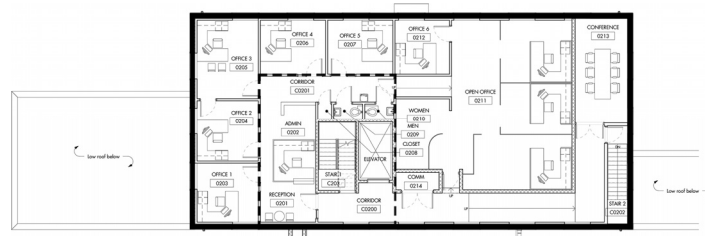
- Final Conformed Documents
- Final Opinion of Probable Construction Cost

**DELIVERABLES FOR PHASE 1:**

- 11"x17" Contract Documents for the City's review at the completion of the Program / Design Verification Phase, the Schematic Design, Design Development, 50% Construction Document and Final Construction Document Phases.
- Printed and Electronic Contract Documents as required to obtain permit(s) from the City of Tampa, Florida Department of Health and the Florida Department of Environmental Protection (FDEP).
- All design documents will also be provided in PDF format at the time intervals described above.
- Final submission will include electronic AutoCAD and/or REVIT files, Word Document files and one complete PDF file of the bid documents.
- PDF and AutoCAD format of the topographic survey.

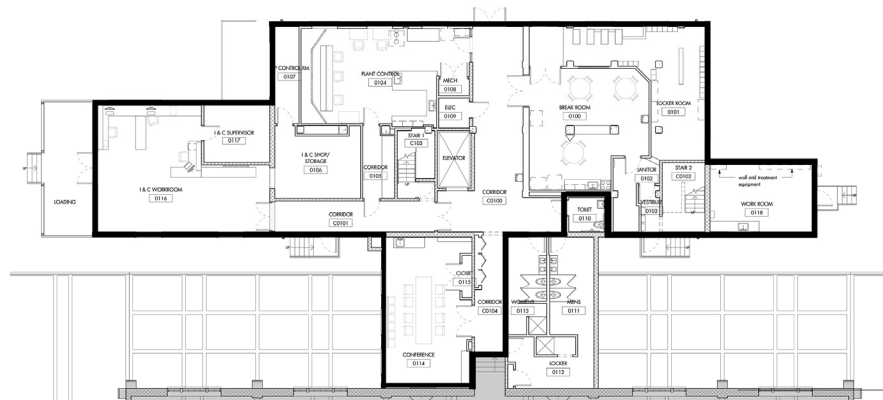
### TASK 1 – SITE (Phase 1)

The parking area to the southeast of the Maintenance and Main Pump Building will be designed for seal-coating and re-striping to accommodate additional parking; in addition to the relocation of an existing fire hydrant at the southwest corner of the existing parking lot to maximize the number of parking spaces. The goal of this project task is to provide 30 total spaces including two (2) accessible spaces. The Firm will provide two conceptual layouts for the reconfiguration of the existing parking lot. No permit acquisitions are included in this task.



### Administration Building Second Floor Plan

Heavy line indicates the extent of the project scope area  
Dashed line indicates the extent of the third floor scope area above



### Administration Building First Floor Plan

Heavy line indicates the extent of the project scope area

### TASK 2 – ADMINISTRATION BUILDING (Phase 1)

The project scope include remodeling of the First and Second Floors to update finishes, provide for functional efficiencies, upgrade technology, upgrade the elevator and systems, and improve workflow. It is understood that the Plant Control Room must remain operational at all times, but this space will be modernized and updated to be more of a “showpiece” to display the technology being utilized at the facility. Adjustment of the elevated floor sections on the second floor to eliminate the ramps will be investigated.

New finishes at the existing conference room and circulation spaces are to be provided. The existing first floor toilet rooms and locker room are not included in the project scope.

Modifications or improvements are to be implemented to provide for better workflow and utilization of space, recapturing the original historic character of the building.

Further scope description is found below:

#### Architectural

New partitions are to be constructed out of drywall and metal studs with acoustic and fire ratings as required.

New casework will be provided for the new Instrument & Control (I&C) Workroom. The Library is to be provided with new shelves and display cases.

Ceilings are to be raised as high as possible to recapture the full height of the existing historic windows. In order to do so, exposed architectural ductwork and pendant mounted Light Emitting Diode (LED) lighting will be investigated.

The elevator car and controls will be upgraded.

#### Mechanical

All existing Heating, Ventilation, and Air Conditioning (HVAC) equipment, including the equipment on the third floor, is to be replaced with a central chiller system to accommodate the Administration Building, the Maintenance Building, and the anticipated future use of the Pump Building, and this system will be designed as part of this project.

#### Plumbing

New accessible toilet rooms are to be provided on the second floor. New sanitary, hot and cold water piping will be routed from the existing systems.

#### Power Distribution

New receptacles and new branch circuits from a new branch circuit panel (or panels) are to be provided. New branch circuits will be required for any new HVAC equipment.

#### Lighting

All existing lighting will be replaced with new LED fixtures.

The Firm will study the use of occupancy sensors and dimming controls verses standard on/off switching, and daylight harvesting.

#### Voice Data and Network

Remodeled spaces will be provided with new Category 6 fiber optic Voice and Data cabling back to the existing data rack.

#### Fire Protection

The need for a Fire Protection System will be evaluated by the Firm. New Fire Extinguishers are to be provided in the renovated / remodeled areas as required by code.

### **Task 3 – WELDING SHOP AT MAINTENANCE BUILDING (Phase 1)**

#### Architectural

Clean all interior surfaces.

Prepare and paint walls, doors, frames, electrical conduit and equipment, mechanical ductwork and equipment.

Infill abandoned wall penetrations.

New wall penetrations are to be provided to accommodate installation of new mechanical, electrical, plumbing systems.

Upgrade the elevator car and controls.

#### Plumbing

Replace the existing emergency eyewash and shower.

Install a new service sink.

#### Mechanical

Remove existing and abandoned ductwork and equipment.

Reconfigure ductwork to optimize ventilation.

Install a new industrial type dust and fume collector vacuum system. The system will consist of a central vacuum machine located outside on a new equipment pad. Each piece of existing shop equipment equipped with a vacuum connection will be directly connected to the new system. A connection will be provided at the machine shop.

A welding fume extractor with moveable arm is to be included.

Electrical

Power distribution: the new work will include power connections required for vacuum and exhaust systems. Branch circuits for these needs are expected to be provided from existing panels and existing power distribution equipment.

Lighting: replacement of existing lighting with new LED fixtures.

**PROJECT SCOPE – PHASE 2**

The design work is for the interior and exterior Historic Preservation and Adaptive Reuse of the Main Pump Building to serve as future office space, and to provide new parking spaces in the site area to the northwest. This design will be taken through the Design Development level, including an Estimate of Probable Costs and periodic deliverables as described later in this document.

**Task 4 – PUMP BUILDING (Phase 2)**

The Phase 2 scope of this project will be to explore options for the best re-utilization of the Pump Building by the City, likely for office space. The design of the Pump Building will be taken to the Design Development level, including architectural, structural, and HVAC, plumbing and electrical drawings and specifications.

The design of the reuse will include the preservation and restoration of the historic character of the building and its components, and may include the preservation of some parts of the existing pump equipment for display, though the pumping functions will not be active.

The designs presented will explore creative, workable solutions to providing ADA accessibility to all levels of the rehabilitated facility, improving potential workflow by possibly modifying (or removing some of) the existing structural elements, maximizing occupancy potential by enlarging the second floor (currently a small mezzanine only), and creating a functional, desirable workspace for future occupants with all of the modern systems expected in a contemporary office facility.

Design suggestions will be in keeping with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

**TASK 5 – SITE (Phase 2)**

The site area to the northwest of the Maintenance and Pump Buildings, above existing underground clearwell storage tanks will be considered for additional future parking. If the structural evaluation of the clearwells finds that the clearwell structure will not support a parking lot, parking over the clearwells may then be cost prohibitive. If the clearwell structures will support the parking lot without filling or removal, the Firm will provide two alternatives for optimal staff and visitor parking in this area. Design work for storm water management is not included; however, a pre-application meeting with the Southwest Florida Water Management District for confirmation of storm water management criteria is included in the design scope.

**SCOPE MILESTONES FOR PHASE 2:**

PUMP BUILDING and SITE

**4 weeks**

- Program / Design Verification
- Opinion of Probable Construction Cost
- Review Meeting (Firm, City)

**2 weeks**

- City Review (commencing once submittals have been received)

**4 weeks**

*Beginning upon receipt of Program / Design Verification Review Comments*

- Schematic Design Drawings & Report
- Pre-30% Review Meeting (Firm, City)



DLTWTF 17-D-00009

Exhibit A - Scope of Services Proposal

October 23, 2017 (REVISED November 13, 2017)

Page 7

**2 weeks**

- City Review (commencing once submittals have been received)

**8 weeks**

*Beginning upon receipt of Schematic Design Review Comments*

- Design Development Drawings & Outline Specification
- Opinion of Probable Construction Cost

**DELIVERABLES FOR PHASE 2:**

- 11"x17" Documents for the City's review at the completion of the Program / Design Verification, Schematic Design and Design Development phases.
- All design documents will be provided in PDF format at the time intervals described above.
- Final submission will include electronic AutoCAD and/or REVIT files, Word Document files and one complete PDF file of the deliverable documents.

DAVID L. TIPPIN WATER TREATMENT FACILITY BUILDING & SITE IMPROVEMENTS DESIGN  
17-D-000093

**PHASE 1**

**Task 1 - Site - Phase 1**

Civil Engineering for Pump Building Parking Lot Reconfiguration 3		\$	13,0003	
Task 1 - Site3				\$ 13,0003

**Task 2 - Administration Building and Central Chiller System**

Administration Building Probable Construction Cost3	\$ 2,126,3253			
Administration Building Basic Services 3	8.48%3	\$	180,364	
Central Chiller System Probable Construction Cost3	\$ 683,333			
Central Chiller System Basic Services 3	10.22%3	\$	69,8113	
Task 2 - Administration Building and Central Chiller System3				\$ 250,1753

**Task 3 - Welding Shop**

Probable Construction Cost3		\$	108,3203	
Basic Services3	14.18%3	\$	15,3653	
Task 3 - Welding Shop3				\$ 15,3653

**Phase 1 Compensation**

**\$ 278,540**

**PHASE 2**

**Task 4 - Pump Building**

Probable Construction Cost3	\$ 3,498,7503			
Basic Services through Design Development @ 35%3	8.25%3	\$	301,0663	
Facility Programming 3		\$	10,0003	
Task 4 - Pump Building3				\$ 111,0663

**Task 5 - Site**

Probable Construction Cost3	\$ 237,0003			
Basic Services through Design Development @ 35%3	9.49%3	\$	7,874	
Structural Evaluation of the Clearwells3		\$	6,0003	
Civil Engineering for Clearwell Parking Lot3		\$	7,5003	
Task 5 - Site3				\$ 21,374

**Phase 2 Compensation**

**\$ 132,440**

**PHASES 1 & 2 Compensation**

**\$ 410,980**

**Reimbursable Expenses**

Topographical Survey 3		\$	7,5003	
Historic Restoration Photographic Documentation3		\$	7,5003	
Plan Review Reproduction3		\$	2,0003	
Contract Documents Reproduction3		\$	4,0003	
Permit Fees3		\$	1,0003	
Reimbursable Expenses Total				\$ 22,0003

**Total Compensation**

**\$ 432,980**

# 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, subcontractors, 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. Bullder'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-bulder, 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 1 of 4 – DMI Solicited/Utilized Schedules  
City of Tampa – Schedule of **All Solicited** Sub-(Contractors/Consultants/Suppliers)  
(FORM MBD-10)**

Contract No.: 17-D-00009 Contract Name David L. Tippin Water Treatment Facility Building and Site Improvements – Design  
 Company Name: Rowe Architects Incorporated Address: 100 E. Madison St., Ste. 200, Tampa, FL 33602  
 Federal ID: 59-3113831 Phone: 813.221.8771 Fax: 813.221.9154 Email: R.Rowe@RoweArchitects.com

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

No Firms were contacted or solicited for this contract.

No Firms were contacted because: \_\_\_\_\_

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

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

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

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services  NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
S (SLBE) 59-3113831	Rowe Architects Incorporated 100 E. Madison Street, Ste. 200, Tampa, Florida 33602 P 813.221.8771, F 813.221.9154 R.Rowe@RoweArchitects.com	F/M CF CM	906	E P	Y
S (SLBE) 59-3080248	Anston Greenlees, Inc. 1315 West Fletcher Avenue, Tampa, Florida 33612	M,CF CM	925	E	Y
W (WMBE) 59-4614371	Master Consulting Engineers, Inc. 5523 W. Cypress St. Suite 200, Tampa, Florida 33607 813.287.3600	HF, HM	925	E	Y
(MBE) 59-1677145	Kisinger Campo & Associates, Corp. 201 N. Franklin St., Ste.400., Tampa, Florida 33602 813.871.5331	HM	925	E P	Y
S (SLBE) 59-3674931	Specialized Property Services, Inc. 9605 US Hwy.92 East, Tampa, Florida 33610 813.246.4274	CM	909	E	Y

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

Signed:  Name/Title: Rick Rowe, AIA Date: 11/02/2017

**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**

**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)**

Contract No.: 17-D-00009 Contract Name: David L. Tippin Water Treatment Facility Building and Site Improvements – Design  
 Company Name: Rowe Architects Incorporated Address: 100 E. Madison St., Ste. 200, Tampa, FL 33602  
 Federal ID: 59-3113831 Phone: 813.221.8771 Fax: 813.221.9154 Email: R.Rowe@RoweArchitects.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 %
S (SLBE) 59-3113831	Rowe Architects Incorporated 100 E. Madison Street, Ste. 200, Tampa, Florida 33602 P 813.221.8771, F 813.221.9154 R.Rowe@RoweArchitects.com	F/M CF CM	906	\$266,205	61.46%
S (SLBE) 59-3080248	Anston Greenlees, Inc. 1315 West Fletcher Avenue, Tampa, Florida 33612	CF CM	925	\$113,655	26.25%
W (WMBE) 59-4614371	Master Consulting Engineers, Inc. 5523 W. Cypress St. Suite 200, Tampa, Florida 33607 813.287.3600	HF, HM	925	\$28,520	6.59%
(MBE) 59-1677145	Kisinger Campo & Associates, Corp. 201 N. Franklin St., Ste.400., Tampa, Florida 33602 813.871.5331	HM	925	\$20,500	4.73%
S (SLBE) 59-3674931	Specialized Property Services, Inc. 9605 US Hwy.92 East, Tampa, Florida 33610 813.246.4274m	CM	909	\$4,200	0.97%
				\$4,200	0.97%

**Total ALL Subcontract / Supplier Utilization \$ TBD**

**Total SLBE Utilization \$ TBD**

**Total WMBE Utilization \$ TBD**

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

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: Rick Rowe, AIA Date: 11/02/2017

**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**