

Agmt
2/23/19

RESOLUTION NO. 2019 - 237

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$1,553,151 BETWEEN THE CITY OF TAMPA AND PENNONI ASSOCIATES, INC. IN CONNECTION WITH CONTRACT 18-D-00038; CHANNEL DISTRICT 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 Pennoni Associates, Inc., ("Consultant") to provide professional services in connection with Contract 18-D-00038; Channel District 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 Pennoni Associates, Inc., in connection with Contract 18-D-00038; Channel District 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. Approval of an agreement for professional services is provided in the amount of \$1,553,151 for improvements in the Channel District Community Redevelopment Area ("CRA") within the Channel District CRA 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 21 2019

ATTEST:

CITY CLERK/DEPUTY CITY CLERK

Shirley Fox-Knowles

CHAIRMAN/CHAIRMAN PRO-TEM CITY COUNCIL

[Signature]

PREPARED AND APPROVED AS TO LEGAL SUFFICIENCY BY:

E/S

JUSTIN VASKE
ASSISTANT CITY ATTORNEY

B2019-46

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT ("Agreement") made and entered into at Tampa, Florida, as of the ____ day of _____, 2019, which is the date Resolution No. _____ 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 Pennoni Associates, Inc. a/an Florida Corporation authorized to do business in the State of Florida, ("CONSULTANT"), the address of which is 2555 Nursery Road, Suite 104, Clearwater, FL 33764.

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 18-D-00038; Channel District 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 with an Allowance for Additional Services Basis with a total compensation not to exceed \$1,553,151, the actual total amount of which shall be equal to the lump sum of \$1,153,550 plus those amounts, if any, not to exceed \$399,601 properly charged against the Allowances listed and 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 party arising out of or relating to this Agreement may bring the legal action or proceeding in the United States District Court for the Middle District of Florida, Tampa Division or in any court of the State of Florida sitting in Tampa.

XXIII. AUTHORIZATION

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

XIV. ENTIRE AGREEMENT

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

XXV. INDEMNIFICATION

The 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, 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 non-state entity shall comply with all applicable requirements of section 215.97, F.S., and Audit Requirements. A State single audit is required if a nonstate entity expends \$750,000 or more of State financial assistance in any fiscal year of such non-state entity in accordance with the requirements of the Florida Single Audit Act.

XXVIII. DEFAULT

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 appropriates. With respect to this Agreement, the City has budgeted and appropriated sufficient monies to fund the City's obligations under this Agreement. The obligations of the City hereunder shall not constitute a general indebtedness of the City within the meaning of the Florida Constitution.

XXX. SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, prohibits agencies or local governmental entities from contracting with companies for (i) goods or services of any amount on either the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel and (ii) goods or services of \$1,000,000 or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria. A company that is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or is engaged in business operations in Cuba or Syria is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of any amount. A company that is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1,000,000 or more. FIRM certifies that it is not in violation of Section 287.135, Florida Statutes. If the City determines the FIRM submitted a false certification, or has been placed on the Scrutinized Companies Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or been engaged in business operations in Cuba or Syria, the City shall have the option to terminate this Agreement or maintain it subject to the conditions of Section 287.135 of the Florida Statutes.

XXXI. PUBLIC RECORDS

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

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

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

1. CONSULTANT shall keep and maintain public records required by the CITY to perform the services under this Agreement;
2. Upon request by the CITY, provide the CITY with copies of the requested records, having redacted records in total on in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the CITY) on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that records, in part or in total, that are exempt or that are confidential and exempt from disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion (or earlier termination) of the Agreement if CONSULTANT does not transfer the records to the CITY;
4. Upon completion (or earlier termination) of the Agreement, CONSULTANT shall within 30 days after such event either transfer to the CITY, at no cost, all public records in possession of the CONSULTANT or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If CONSULTANT transfers all public records to the CITY upon completion (or earlier termination) of the Agreement, CONSULTANT shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion (or earlier termination) of the Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the agency.

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

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

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

**CONSULTANT:
PENNONI ASSOCIATES INC.**

By: _____

Print Name: _____

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

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

[SEAL]

ATTEST:

CITY:
City of Tampa, Florida

By: _____
City Clerk/Deputy City Clerk
[SEAL]

By: _____
Bob Buckhorn, Mayor

APPROVED AS TO FORM:

Justin R. Vaske, Assistant City Attorney



SCOPE OF SERVICES (EXHIBIT A)
18-D-00038; CHANNEL DISTRICT IMPROVEMENTS – DESIGN
FOR THE CITY OF TAMPA

1) GENERAL

Background: The City of Tampa (City) desires to make certain public realm improvements within the Channel District CRA focusing on, but not limited to, nine (9) street segments.

Pennoni and Associates, Inc. (Firm) proposed services shall include topographic surveys, utility locates, subsurface utility engineering, on-street paid parking assessment and design, design options, safety improvements, improved pedestrian movements, address potential ADA issues within segments to be modified, utility upgrades and underground overhead wires, streetscaping, lighting, landscaping, public information meetings, preparation of construction documents for coordination with the City’s Construction Manager, obtaining or required regulatory permits for construction, and providing construction support engineering services (CS).

For the purposes of this agreement, “Public Realm Improvements” is intended to include, but not limited to:

- Shell aggregate pavement, patterned concrete, pavers, all roadway pavement types, lighting fixture coordination with TECO, trash/recycling receptacles, benches, bike racks, bollards, pet waste stations, street identification signage, signage relating to required MUTCD regulations, banner poles, wayfinding signage, parking related signage, pavement striping, specialty crosswalk improvements, screen walls, landscaping, irrigation, tree grates, and structural soil for tree pit areas per City of Tampa Code applicable to the Channel District.

The street segments for the improvement project include:

| Segment Number | Location and Title | Location Limits | Services required from the Firm |
|----------------|-------------------------------------|--|---------------------------------|
| 1 | Channelside Drive | Cumberland Avenue to Kennedy Blvd | Coordination |
| 2 | 12 th Street Segment C | Washington St to Kennedy Blvd | Coordination |
| 3 | 12 th Street Segment A | Cumberland Avenue to Whiting St | Design & CS |
| 4 | 11 th Street Segment B | Whiting St to Washington St | Design & CS |
| 5 | 11 th Street Segment C | Washington St to Kennedy Blvd | Design & CS |
| 6 | 12 th Street N of Twiggs | Twiggs St to Trail under Salmon Expressway | Design & CS |
| 7 | Twiggs Street | Meridian Avenue to Channelside Dr | Design & CS |
| 8 | Cumberland Avenue | Meridian Avenue to Channelside Dr | Design & CS |
| 9 | Whiting Street | Meridian Avenue to Channelside Dr | Design & CS |

The District wide improvements for the project include:

| Number | Title | Location Limits | Services required from the Firm |
|--------|---------------------------------------|----------------------|---------------------------------|
| DW1 | On-Street Paid Parking Implementation | All of District Area | Design & CS |
| DW2 | Site Furnishings Improvements | All of District Area | Design & CS |

A general description of the scope requirements for each segment is as follows:

Segment 1 (Channelside Drive)

- This segment shall be designed by Greenman-Pederson, Inc (GPI) under a separate agreement with the City.
- The Firm shall coordinate the design with GPI for the proposed connections to Channelside Drive at Washington, Whiting, and Cumberland as well as any efforts related to the District wide assessments.

Segment 2 (12th Street Segment C)

- This segment shall be designed by Stantec Consulting Services (Stantec) under a separate work order with the City.
- The Firm shall coordinate the design with Stantec for the efforts related to the District wide assessments.

Segment 3 (12th Street Segment A)

The scope includes but is not limited to the following tasks:

- The Firm shall coordinate with TECO to place a switchgear and a transformer in the area between the residential building (210 S. 12th Street) and the Port Tampa Bay Parking Garage.
- TECO shall remove three power poles along 12th Street in conjunction with the installation of the new transformer and switchgear. The Firm shall provide the necessary engineering and construction documentation for restoration of the public realm such as sidewalks and pavement to meet the Channel District Design Standards.
- Prepare construction documents for revisions to the driveway and related pavement repairs along 12th Street as well as storm pipes and inlets for the existing swale on the property.

Segment 4 (11th Street Segment B)

The scope includes but is not limited to the following tasks:

- Coordinate with property owner's permitted encroachments to make necessary public realm improvements.
- At the TECO substation, prepare concepts for alternative screening for the substation.
- Coordinate with TECO on the undergrounding of the power poles around the corner on Washington Street. The Firm shall provide the necessary engineering and construction documentation for restoration of the public realm such as sidewalks and pavement to meet the Channel District Design Standards.
- Coordinate with developer of proposed mixed-use residential tower on public realm improvements required to be completed by the developer on 11th Street, Whiting Street, and Washington Street
- Prepare construction documents to:
 - Reconfigure landscaping with the right-of-way to clear opening fire ingress between Skyhouse and City Blue.
 - Reconfigure angled parking into parallel parking to match rest of the Channel District streets
 - Resolve drainage issues along the west side.
 - Resurface and restripe the street.

Segment 5 (11th Street Segment C)

The scope includes but is not limited to the following tasks:

- Prepare construction documents to design new landscaping and irrigation system to current Channel District standards on east side from the Washington Street to the loading area driveway of The Fitzgerald Apartments.
- Coordinate with TECO to bury the power and relocate guy wires. The Firm shall provide the necessary engineering and construction documentation for restoration of the sidewalks and pavement to meet the Channel District Design Standards.

Segment 6 (12th Street N of Twiggs to Raymond Street)

The scope includes but is not limited to the following tasks:

- Prepare construction documents to design public realm improvements along the west side of 12th Street from Twiggs to north property boundary of the parcel at 701 N. 12th Street. Connect to existing trail/sidewalk at this location. Including utility coordination and design of striping plan for North 12th Street from Twiggs to Raymond Avenue to accommodate on-street paid parking.
- Coordinate with TECO to bury the power and relocate guy wires as needed. The Firm shall provide the necessary engineering and construction documentation for restoration of the sidewalks and pavement to meet the Channel District Design Standards.
- Coordinate with property owners to assess and design drainage improvements for localized flooding.

Segment 7 (Twiggs Street from Meridian to Channelside Drive (SR 60))

The scope includes but is not limited to the following tasks:

- Coordinate with property owners to assess and design drainage improvements for localized flooding.
- Coordinate with property owners to assess and correct sidewalk encroachments.
- Coordinate with TECO to bury overhead utilities.
- Prepare construction documents to design according to public realm improvements that meet the Channel District Design Standard along the south side of Twiggs from the recently completed Channel Club Development to Channelside Drive (SR 60).
- Prepare construction documents to design according to public realm improvements that meet the Channel District Design Standard along the north side of Twiggs from North Raymond Street to Channelside Drive (SR 60).
- Coordinate with FDOT for work within their right-of-way at SR 60 and Meridian as needed.
- Construction documents shall include utility coordination and design, resurface and restripe the street.
- Coordinate and prepare materials for public outreach and two (2) public meetings to inform on the design status.

Segment 8 (Cumberland Avenue)

The scope includes but is not limited to the following tasks:

- Prepare construction documents to design according to public realm improvements that meet the Channel District Design Standard along the south side of Cumberland Avenue from Meridian Avenue to Channelside Drive (SR 60). The design shall include the potential for additional on-street parking stalls/on-street loading areas as well as resurface and restripe the street.
- Prepare construction documents for the proposed intersection improvements, cross walks, and related public realm impacts at Meridian Avenue. Coordinate with Water Street Tampa development agreements with the Downtown CRA and Channel District CRA.
- Coordinate with FDOT/THEA for work within their right-of-way.

- Prepare construction documents to design improvements under the garage including lighting, safety and art work. Coordinate with the City's Art Programs and Port Tampa Bay Engineering Department for garage related attachments and improvements for a possible art opportunity.
- Coordinate and prepare materials for a maximum of eight (8) individual stakeholder meetings with the property owners in this segment to inform on the design status.

Segment 9 (Whiting Street)

The scope includes but is not limited to the following tasks:

- Prepare construction documents to design the roadway section/alignment to bring the drainage, curbing, sidewalks etc. up to Channel District Design Standard. Including, resurface and restripe the street, drainage improvement to address localized flooding, upgrade the drainage inlets, on-street paid parking, removing the existing taper at the Meridian intersection
- Coordinate with the City any trees removal and new landscaping to accommodate the public realm improvements.
- Coordinate with property owners the design of drainage improvements for the localized flooding.
- Coordinate the public realm design with the developer of the parcels at the corner of Whiting Street and Channelside Drive (Currently Mercury Advisors / Eleve61). The developer has agreed to provide funding for public realm improvements from the edge of Eleve61 development parcel to the intersection at 12th Street on the south side of Whiting Street.
- Coordinate the public realm design with the developer of the parcels at 111 N. Meridian (Currently FRAMEWORK/MTC Corp.).
- The Firm shall ensure that the Meridian Condominiums seven (7) parking spaces currently licensed to their development on Whiting Street and 12th Streets remain. Any work on the north side of Whiting Street from 11th to 12th Street shall be coordinated with the City's license agreement with The Meridian Condominiums.
- Coordinate and prepare materials for a maximum of twelve (12) individual stakeholder meetings with the property owners in this segment to inform on the design status. Including FDOT/THEA for work within their right-of-way.

District Wide On-Street Paid Parking Implementation (DW1)

The scope includes but is not limited to the following tasks:

- The Firm shall survey, prepare an inventory plan and evaluate the existing street network segments for converting existing on-street parking to paid parking as well as the potential of adding on-street paid parking within the Channel District.
- Coordinate with the City Parking Division on implementation of converting current and future on-street parking to a paid parking system.
- The Firm shall prepare construction documents for the installation of pay stations, and signage for the entire District. The Firm shall include these considerations as part of the other segment documentation.
- The City sees the potential for up to approximately 56 additional on-street parking stalls/on-street loading areas along the existing District road network. Some of these stalls are not striped but are used on-street parking regardless. Some on-street parking stalls shall not be located on segments already identified.
- Areas for additional on-street parking stalls shall include Washington Street; and 12th Street between Whiting and Washington. The Firm shall provide survey & engineering design for locations where the City concurs with additional on-street parking at locations recommended within the District. A number of these additional on-street parking stalls are addressed within the design of the segments mentioned in this contract.
- The Firm shall design the necessary public realm improvements to accomplish the additional on-street parking.

District Wide Site Furnishings Improvements (DW2)

The scope includes but is not limited to the following tasks:

- The Firm shall survey, prepare an inventory plan and evaluate the existing street network segments for missing site furnishings or uncompleted implementation of the Channel District Design Standards for site furnishings.
- The Firm shall prepare construction documents for location and installation of necessary furnishings

2) SCOPE OF SERVICES

2.1 PROJECT GENERAL AND PROJECT COMMON TASKS

The following task items are included under this task category.

2.1.1 Topographic Survey and Mapping: The Firm shall provide professional topographic survey and mapping services.

- The approximate survey lengths are as follows:
 - Segment #3: 350 linear feet of topographic survey.
 - Segment #4: 600 linear feet of topographic survey.
 - Segment #5: 650 linear feet of topographic survey.
 - Segment #6: 900 linear feet of topographic survey.
 - Segment #7: 1,200 linear feet of topographic survey.
 - Segment #8: 950 linear feet of topographic survey.
 - Segment #9: 950 linear feet of topographic survey.
- Survey criteria:
 - The survey shall include visible improvements and cross-sections every 50 feet along the project segments.
 - The storm and sanitary sewer structures shall include rim elevation, invert elevations, pipe size and type. The connecting structure shall be located with elevations.
 - Soil borings shall be located shall be located with position and elevation.
 - A recoverable baseline shall be set along the route.
 - Benchmarks shall be established every 500 feet.
 - The survey shall include a digital terrain model (DTM).
 - The survey measurements shall be in feet and refer to the Florida State Plane Coordinate System, Transverse Mercator, West Zone, North American Datum 83/90 adjustment, and vertical datum in North American Vertical Datum 88.
 - The survey shall be completed in AutoCAD.

2.1.2 Geotechnical Evaluation: The Firm shall provide geotechnical services for segments 6, 7 and 9. The geotechnical work shall include:

- Review published soils and topographic information. This published information shall be obtained from the appropriate Florida Quadrangle Map published by the United States Geological Survey (USGS), as well as the Web Soil Survey of Hillsborough County, Florida, published by the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS).
- Execute a program of subsurface exploration consisting of augers, subsurface sampling and field testing. Perform twelve (12) auger borings to a depth of 5 feet below existing site grades along the proposed railroad track alignment.
- Visually classify the samples in the laboratory using the Unified Soil Classification System (USCS). Identify soil conditions at each boring location.

- Collect groundwater level measurements and estimate the seasonal high groundwater table from the USDA Soil information.
- Summarize geotechnical soils investigation, field data and subsurface conditions encountered in an engineering report.

2.1.3 **Public involvement:** Includes communicating to all interested persons, groups, and government organizations information regarding the development of the project. The Firm shall provide to the City drafts of all Public Involvement documents (i.e., newsletters, property City letters, advertisements, etc.) associated with the following tasks for review and approval at least five (5) business days prior to printing and / or distribution. Time frame estimated at 24 months. The public involvement shall include:

- Community outreach and awareness plan.
- Stakeholder database and analysis.
- Public Information meetings (2) - Preparation and attendance.
- Prepare materials and attend up to eight (8) stakeholder meetings for Segment 8.
- Prepare materials and attend up to twelve (12) stakeholder meetings for Segment 9.
- Regular public Information and outreach activities.
- Attendance at progress meetings.
- Collateral preparation and distribution – Fact sheets for each segment.
- Website and social media – City website and social media platforms.
- Media correspondence, interviews and media clippings.
- Project hotline for inquiries and responses.
- Project management and coordination.
- QA/QC of preparation materials.

2.1.4 **Subsurface Utility Engineering (SUE) Evaluation:** The Firm shall provide SUE services for Segments 6, 7 and 9. The SUE work shall include:

- Identify and horizontally delineate the existing utilities.
- Perform test holes using vacuum excavation.
- Determine utility type, outside diameter, material, depth below grade and top of utility elevation.
- Survey and record the test hole horizontal and vertical location.

2.1.5 **Specifications:** The Firm shall prepare and provide the necessary specification package for each project segment and District wide improvements efforts

2.1.6 **Contract Maintenance and Project Documentation:** Contract maintenance includes project management effort for complete setup and maintenance of files, electronic folders and documents, developing technical monthly progress reports and schedule updates. Project documentation includes the compilation and delivery of final documents, reports or calculations that support the development of the contract plans and documents. Time frame estimated at 24 months.

2.1.7 **Project Coordination Meetings:** The Firm shall conduct weekly internal project team coordination meetings throughout the duration of the project to assure proper communications and adherence to project scope items.

2.2 PROJECT SEGMENT ANALYSIS

The following task items are included under this task category.

2.2.1 **Typical Section Package:** The Firm shall prepare a typical section package if applicable to the project segment.

- 2.2.2 **Pavement Design Package:** The Firm shall prepare a pavement design package if applicable to the project segment.
- 2.2.3 **Cross-slope correction:** The Firm shall review cross-slope and make appropriate corrections for proper drainage if applicable to the project segment.
- 2.2.4 **Horizontal / Vertical Design Files:** The Firm shall design the geometrics using standard plans that are most appropriate with proper consideration given to pedestrian and bicycle concerns, ADA requirements, streetscapes, sidewalks, aesthetics, horizontal alignments, vertical alignments, intersections, drainage, utilities and other project elements.
- 2.2.5 **Cross-Section Design Files:** The Firm shall establish and develop cross section design files showing the proposed improvements as appropriate for each project segment.
- 2.2.6 **Traffic Control Analysis:** The Firm shall design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during phases of construction. The design shall include construction phasing of the roadways' ingress and egress to existing property owners, businesses, transit agency features and providing positive drainage during construction activities. The Firm shall work closing with the CMAR Contractor for the development of the traffic control plan for each project segment
- 2.2.7 **Design Report:** The Firm shall prepare a design report for the proposed improvement elements as appropriate for each project segment.
- 2.2.8 **Quantities:** The Firm shall develop accurate quantities and supporting documentation for each phase review. The Firm shall coordinate the quantities with the CMAR Contractor.
- 2.2.9 **Cost Estimate:** The Firm shall develop a construction cost estimate at each phase and coordinate with the CMAR Contractor.
- 2.2.10 **Field Reviews:** The Firm shall hold field reviews as needed for the analysis and design of the project.
- 2.2.11 **Technical Meetings:** The Firm shall attend technical meetings with the City and property owners as needed for each project segment
- 2.2.12 **Coordination:** The Firm shall have weekly coordination meetings for the project analysis and assessments.
- 2.2.13 **Quality Control:** The Firm shall provide quality control for work products prepared for under this task.

2.3 PROJECT SEGMENT DESIGN AND PLANS

The following task items are included under this task category.

- 2.3.1 **Design and Plans:** The Firm shall prepare designs and plans for the 30%, 60%, 90% and 100% design phases. The plans shall include sheets necessary to convey the intent and scope of the project for the purposes of construction. The design and plan sheets content may vary for each segment depending on the proposed project segment improvements.

The project segment design and plans elements shall include:

- Key sheet.
- Typical section sheets.
- Tabulation of quantities sheets.
- General notes sheets.

- Project layout sheet.
- Plan sheets.
- Profile sheets.
- Art-work sheets (Cumberland).
- Streetscape / landscape plan sheets.
- Cross-section sheets.
- Intersection sheets.
- Special details sheets.
- Traffic control sheets.
- Utility adjustment sheets.
- Erosion control sheets.
- Construction detail sheets.
- Other sheets as needed to convey the design.

2.3.2 **Response to Comments:** The Firm shall respond to the City and other comments on the 30%, 60%, 90% and 100% design phases.

2.3.3 **Quality Control:** The Firm shall provide quality control for work products prepared for under this task.

2.4 DRAINAGE ANALYSIS

The following task items are included under this task category.

2.4.1 **Stormwater Evaluation:** The Firm shall complete a drainage evaluation for the proposed improvements in Segments #6, #7 and #9. The following tasks shall be completed under this effort.

2.4.2 **Stormwater Data Collection:** The Firm shall review pertinent background information provided by the City to assist in the development of a drainage model.

Data collection shall include:

- Available Geographic Information System (GIS) data.
- Light Detection and Ranging (LiDAR) data.
- City drainage and infrastructure information.
- Environmental Resource Permits (ERPs).
- Supplemental field data.
- Aerial photography.
- Land uses.
- Soils data.
- Other available data.

2.4.3 **Stormwater Data Review and Analysis:** The Firm shall review the acquired data and incorporate information as necessary. This review shall also include previous data, atlas review, stormwater review and analysis, permitting requirements, and other geographic information as available.

2.4.4 **Stormwater System Development:** The Firm shall develop a hydrologic and hydraulic model that represents the existing conditions and conveyances for the project area obtained from the information made available by the City, data collection and field reviews. The system development shall include:

- Basin delineation.
- Junction – Reach connectivity.
- Hydrologic and hydraulic parameters.
- Storm events and design frequencies.

- Submit existing conditions model to the City of Tampa for review and acceptance before models are run.

2.4.5 **Stormwater Modeling:** The Firm after completing the stormwater system development shall perform modeling in XP-SWMM/ICPR for the following:

- Existing and proposed conditions model runs.
- Development of runoff hydrographs.
- Routing through culverts, channels and conveyance structures.
- Define drainage level of service for the segment areas.
- Model runs shall be completed for the 10, 25- and 100-year events.

2.4.6 **Stormwater Alternative Analysis:** The Firm shall evaluate two (2) stormwater alternatives to address the flooding in the segment areas. Each alternative shall be quantified for drainage level of service and probable construction costs.

2.4.7 **Stormwater Review Meetings:** The Firm shall meet with the City to review the model results, alternatives, level of services, probable construction costs and decide on the proposed improvements. Estimate three (3) meetings.

2.4.8 **Stormwater Results Summary:** The Firm shall summarize the stormwater analysis results in an Analysis Results Letter. This shall include the data collection, existing conditions, proposed conditions, model results, probable construction costs and recommendations.

2.4.9 **Quality Control:** The Firm shall provide quality control for work products prepared for under this task.

2.5 DRAINAGE DESIGN AND PLANS

The following task items are included under this task category.

2.5.1 **Design and Plans:** The Firm shall prepare drainage designs and plans for the 30%, 60%, 90% and 100% design phases. The plans shall include sheets necessary to convey the intent and scope of the project for the purposes of construction. The design and plan sheets content may vary for each segment depending on the proposed drainage improvements.

The drainage design and plans elements shall include:

- Drainage map sheets.
- Base clearance calculations.
- Design of cross drains.
- Design of storm drains.
- Design of stormwater management systems.
- Special drainage details sheets.
- Other drainage sheets as needed to convey the design.

2.5.2 **Response to Comments:** The Firm shall respond to the City and other comments on the 30%, 60%, 90% and 100% design phases.

2.5.3 **Quality Control:** The Firm shall provide quality control for work products prepared for under this task.

2.6 UTILITIES

The following task items are included under this task category.

2.6.1 **Coordination Meetings with Utility Agency Owners (UAOs):** The Firm shall coordinate the proposed improvements with the various utility owners for each project segment.

- 2.6.2 **Identify Existing UAOs:** The Firm shall identify utilities within and adjacent to each project segment limits that may be impacted by the project.
- 2.6.3 **Make Utility Contacts:** The Firm shall send out plans to each UAO as follows:
- 30% Plans Phase: The Firm shall send a letter correspondence and electronic plans to each UAO. Request type, size, location, easements, and cost for relocation if reimbursement is claimed. Request the voltage level for power lines in the project area.
 - 60% Plans Phase: The Firm shall send a letter correspondence and electronic plans to each UAO. Provide a List of Plan Changes since first contact and the Utility Conflict Matrix (when applicable) to each UAO having facilities located within the project limits.
 - 90% Plans Phase: The Firm shall send a letter correspondence and electronic plans to each UAO. Provide a List of Plan Changes since first contact and the Utility Conflict Matrix (when applicable) to each UAO having facilities located within the project limits.
 - 100% Plans Phase: The Firm shall send a letter correspondence and electronic plans to each UAO. Provide a List of Plan Changes since first contact and the Utility Conflict Matrix (when applicable) to each UAO having facilities located within the project limits.
- 2.6.4 **Individual Field Meetings:** The Firm shall meet with each UAO as necessary (separately or together) throughout the project design duration to provide guidance in the interpretation of plans, review changes to the plans and schedules, standard or selective clearing and grubbing work, and assist in the development of the UAO(s) plans and work schedules.
- 2.6.5 **Collect and Review Plans and Data from UAO(s):** The Firm shall review utility marked plans and data individually as they are received for compliance with the information requested. The information from the UAO (utility type, material and size) is shall be included in the plans.
- 2.6.6 **Utility Design Meeting:** The Firm shall schedule (time and place), notify participants, and conduct a Utility meeting with all affected UAO(s). The intent of this meeting shall be to assist the UAOs in identifying and resolving conflicts between utilities and proposed construction before completion of the plans, including utility adjustment details. Also, to work with the UAOs to recommend potential resolution between known utility conflicts with proposed construction plans as may be deemed practical by the UAO. The Firm shall be prepared to discuss findings from Utility Designating and Locating efforts, and the possible need for additional verification. The Firm shall keep accurate minutes of all meetings and distribute a copy to all attendees.
- 2.6.7 **Review Utility Markups & Work Schedules:** The Firm shall review utility marked up plans and work schedules as they are received for content and coordinate review with the design staff.
- 2.6.8 **Utility Constructability Review:** The Firm shall review utility schedules against construction contract time, and phasing for compatibility. Coordinate with the CMAR Contractor and follow up for each project segment.

2.7 PERMITS

The following task items are included under this task category.

- 2.7.1 **Meetings with Agencies:** The Firm shall notify the City prior to meeting with permitting agencies to allow the City to schedule a representative to attend the meeting.
- The Firm shall attend pre-application with each permitting agency to discuss the permitting requirements for the project.
- 2.7.2 **Permitting:** The Firm shall prepare drainage related permit applications as described herein, data and drawings (except and excluding ambient air quality reports, finding of no significant impact documents, negative declarations, environmental impact statements and similar documents) required for submittal by the City to county, regional, state and federal agencies. The Firm shall prepare and submit permit application forms and exhibits in accordance with and containing specific technical information required by governing agencies. The City shall pay any City Building Permit application fees.
- Specific permit applications anticipated for this project include the following:
- Permit preparation & submittal - SWFWMD ERP.
 - Permit preparation & submittal – FDOT.
 - Permit preparation & submittal – EPC.
 - Permit preparation & submittal – NOI and SWPPP.
- 2.7.3 **Permit Comment Responses:** The Firm shall prepare and submit permit related comment responses to the permitting agencies.

2.8 SIGNING AND PAVEMENT MARKING ANALYSIS

The following task items are included under this task category.

- 2.8.1 **Reference and Master Design File:** The Firm shall prepare the Signing & Marking Design file to include necessary design elements and all associated reference files.
- 2.8.2 **Quantities:** The Firm shall develop accurate quantities and supporting documentation for each phase review. The Firm shall coordinate the quantities with the CMAR Contractor.
- 2.8.3 **Cost Estimate:** The Firm shall develop a construction cost estimate at each phase and coordinate with the CMAR Contractor.
- 2.8.4 **Field Reviews:** The Firm shall hold field reviews as needed for the signing and pavement marking analysis. This includes trips required to obtain necessary data for elements of the project.
- 2.8.5 **Technical Meetings:** The Firm shall attend technical meetings with the City as needed for each project segment.
- 2.8.6 **Quality Control:** The Firm shall provide quality control for work products prepared for under this task.

2.9 SIGNING AND PAVEMENT MARKING DESIGN AND PLANS

The following task items are included under this task category.

- 2.9.1 **Design and Plans:** The Firm shall prepare signing and pavement marking designs and plans for the 30%, 60%, 90% and 100% design phases. The plans shall include sheets necessary to convey the intent and scope of the project for the purposes of construction. The design and plan sheets content may vary for each segment depending on the proposed project segment improvements.

The project segment design and plans elements shall include:

- Key sheet.
- Tabulation of quantities sheets.
- General notes sheets.
- Plan sheets.
- Signage sheets.
- Special details sheets.
- Other sheets as needed to convey the design.

2.9.2 **Response to Comments:** The Firm shall respond to the City and other comments on the 30%, 60%, 90% and 100% design phases.

2.9.3 **Quality Control:** The Firm shall provide quality control for work products prepared for under this task.

2.10 LIGHTING ANALYSIS

The following task items are included under this task category.

2.10.1 **Reference and Master Design File:** The Firm shall prepare the lighting design file to include necessary design elements and all associated reference files. The Firm shall coordinate with TECO and City's Transportation and Stormwater Services Department for conformance to the City's Lighting Plan for the Channel District.

2.10.2 **Design Documentation:** The Firm shall prepare lighting related design documentation. The Firm shall coordinate with TECO and City's Transportation and Stormwater Services Department for conformance to the City's Lighting Plan for the Channel District.

2.10.3 **Lighting Design Analysis Report:** The Firm shall prepare a preliminary lighting design analysis memo. The analysis shall include lighting criteria, lighting calculations and costs. The Firm shall coordinate with TECO and City's Transportation and Stormwater Services Department for conformance to the City's Lighting Plan for the Channel District.

2.10.4 **Quantities:** The Firm shall develop accurate quantities and supporting documentation for each phase review. The Firm shall coordinate the quantities with the CMAR Contractor. The Firm shall coordinate with TECO and City's Transportation and Stormwater Services Department for conformance to the City's Lighting Plan for the Channel District.

2.10.5 **Cost Estimate:** The Firm shall develop a construction cost estimate at each phase and coordinate with the CMAR Contractor.

2.10.6 **Field Reviews:** The Firm shall hold field reviews as needed for the lighting analysis. This includes trips required to obtain necessary data for elements of the project.

2.10.7 **Technical Meetings:** The Firm shall attend technical meetings with the City as needed for each project segment

2.10.8 **TECO Coordination:** The Firm shall coordinate with TECO for their proposed lighting program. Field mapping information including survey completed for the project segments shall be provided to TECO for their photometric plan and lighting design.

2.10.9 **Quality Control:** The Firm shall provide quality control for work products prepared for under this task.

2.11 LIGHTING DESIGN AND PLANS

The following task items are included under this task category.

2.11.1 **Design and Plans:** The Firm shall prepare lighting designs and plans for the 30%, 60%, 90% and 100% design phases. The plans shall include sheets necessary to convey the

intent and scope of the project for the purposes of construction. The design and plan sheets content may vary for each segment depending on the proposed project segment improvements.

The project segment design and plans elements shall include:

- Key sheet.
- Tabulation of quantities sheets.
- General notes sheets.
- Lighting criteria and data sheets.
- Service point details sheets.
- Special lighting details sheets.
- Other sheets as needed to convey the design.

2.11.2 **Response to Comments:** The Firm shall respond to the City and other comments on the 30%, 60%, 90% and 100% design phases.

2.11.3 **Quality Control:** The Firm shall provide quality control for work products prepared for under this task.

2.12 LANDSCAPE ANALYSIS

The following task items are included under this task category.

2.12.1 **Data Collection:** The Firm shall collect data necessary to complete the initial design analysis. Includes identifying local ordinances and collection of other project data.

2.12.2 **Site Inventory and Analysis:** The Firm shall identify opportunities and constraints for the proposed landscaping based on existing site conditions. Identify available planting areas for nursery landscape material.

2.12.3 **Planting and Irrigation Analysis:** The Firm shall identify planting types, scheme development, irrigation lines, irrigation heads/valves, irrigation backflow, irrigation control devices and other associated items.

2.12.4 **Reference and Master Design File:** The Firm shall prepare the landscape design file to include necessary design elements and all associated reference files

2.12.5 **Quantities:** The Firm shall develop accurate quantities and supporting documentation for each phase review. The Firm shall coordinate the quantities with the CMAR Contractor.

2.12.6 **Cost Estimate:** The Firm shall develop a construction cost estimate at each phase and coordinate with the CMAR Contractor.

2.12.7 **Field Reviews:** The Firm shall hold field reviews as needed for the landscape analysis. This includes trips required to obtain necessary data for elements of the project.

2.12.8 **Technical Meetings:** The Firm shall attend technical meetings with the City as needed for each project segment.

2.12.9 **Quality Control:** The Firm shall provide quality control for work products prepared for under this task.

2.13 LANDSCAPE DESIGN AND PLANS

The following task items are included under this task category.

2.13.1 **Design and Plans:** The Firm shall prepare landscape designs and plans for the 30%, 60%, 90% and 100% design phases. The plans shall include sheets necessary to convey the intent and scope of the project for the purposes of construction. The design and plan

sheets content may vary for each segment depending on the proposed project segment improvements.

The project segment design and plans elements shall include:

- Key sheet.
- Tabulation of quantities sheets.
- General notes sheets.
- Planting plan sheets.
- Planting notes and details.
- Irrigation plan sheets.
- Irrigation notes and details.
- Other sheets as needed to convey the design.

2.13.2 **Response to Comments:** The Firm shall respond to the City and other comments on the 30%, 60%, 90% and 100% design phases.

2.13.3 **Quality Control:** The Firm shall provide quality control for work products prepared for under this task.

2.14 DISTRICT WIDE ON-STREET PAID PARKING IMPLEMENTATION

The following task items are included under this task category.

2.14.1 **Inventory Map:** The Firm shall prepare an inventory map for all existing and proposed on-street paid parking. The Firm shall review all segments to evaluate opportunities for new on-street paid parking and on-street loading areas.

2.14.2 **On-street Parking Assessment:** The Firm shall complete an assessment and feasibility for on-street paid parking. The elements shall include:

- Review inventory map with the City.
- The Firm shall present findings and recommendations to the City. The City shall determine which recommended opportunities to pursue based on cost and availability for improvement.
- Coordinate with the City Parking Department.
- Identify the situational parking needs including the number of poles and spaces as outlined by the City.
- The Firm shall prepare the necessary public realm improvement documentation to implement the additional on-street paid parking and on-street loading areas identified. The proposed total of additional on-street paid parking is approximately 56 on-street parking and on-street loading areas.

2.14.3 **Drawings and Specifications:** The Firm shall prepare the necessary public realm improvement documentation to implement the additional on-street paid parking and on-street loading areas identified. The proposed total of additional on-street paid parking is approximately 56 on-street parking/on-street loading stalls.

2.14.4 **Quality Control:** The Firm shall provide quality control for work products prepared for under this task.

2.15 DISTRICT WIDE SITE FURNISHINGS IMPROVEMENTS

The following task items are included under this task category.

2.15.1 **Inventory Map:** The Firm shall prepare an inventory map for existing site furniture.

2.15.2 **Site Furniture Assessment:** The Firm shall complete an assessment of the existing site furniture. The elements shall include:

- Review inventory map.
- Complete a conditions assessment.
- Recommend site furniture replacements.
- Recommend additional new site furniture needs.
- Develop a plan of action.

2.15.3 **Specifications:** The Firm shall prepare and develop a performance-based specification for the site furniture replacements and additions

2.15.4 **Quality Control:** The Firm shall provide quality control for work products prepared for under this task.

2.16 CONSTRUCTION SUPPORT SERVICES

The following task items are included under this task category.

2.16.1 **Pre-construction Meeting:** The Firm shall coordinate with the CMAR Contractor and attend one (1) pre-construction meeting for each project segment.

2.16.2 **Shop Drawing Reviews:** The Firm shall review shop drawings submitted by the CMAR Contractor for compliance with the bid documents.

2.16.3 **RFI Responses:** The Firm shall provide clarifications, answer bid related questions and RFIs from the CMAR Contractor during construction of each project segment.

2.16.4 **Progress/Field Meetings:** The Firm shall attend up to five (5) progress and/or field observation site visits during construction of each project segment.

2.16.5 **CMAR Contractor Coordination:** The Firm shall have on-going coordination with the CMAR Contractor during the construction of the project segments.

2.16.6 **Record Drawings:** The Firm shall review record drawings provided by the CMAR Contractor in an AutoCAD format.

2.16.7 **Certifications:** The Firm shall prepare and deliver the final Certification to the City and the regulatory authority with jurisdiction over the project.

3) ADDITIONAL SERVICES

Work requested by the City that is not included in the Scope of Services shall be classified as supplemental services. The Firm can provide supplement services under an Amendment to this Scope of Services approved by the City Council.

4) CITY DATA / INFORMATION

The Firm shall request City information relevant to facilitate the design, including but not limited to :

- Maps, plats, aerial photographs and other available information and data pertinent to the project design which the City may have in its possession.
- Acquisition of necessary right-of-way and easements, including construction easements, as required.
- Obtain specific written permission from property owners or the authorized representatives for project related tasks, such as but not limited to, surveys, geotechnical investigations, data collection to be conducted on private property, as necessary.

5) KEY PROJECT TEAM MEMBERS

The following shall be the key project team members:

| Name | Role |
|--------------------|--------------------|
| Peter Nikolov, PE | Project Manager |
| Dawn Dodge, PE | Principal Engineer |
| Shari Barnwell, PE | Principal Engineer |
| Brian Diehl, PE | Senior Engineer |
| Mike Henderson, PE | Project Engineer |
| Tim Dear | Project Designer |

6) ESTIMATED PROJECT SCHEDULE

For the above-described SCOPE OF SERVICES, the estimated project schedule shall be as follows:

| Task Description | Months after Notice to Proceed (NTP) |
|-----------------------------------|--------------------------------------|
| Phase 1 - Segment #5, DW1 and DW2 | 10 |
| Phase 2 - Segment #7 and #8 | 18 |
| Phase 3 - Segment #9 | 22 |
| Phase 4 - Segment #3, #4 and #6 | 24 |

Note: Above schedule estimates two weeks for City review time for each phase submittal.

Order of project segment priority:

- Phase 1: #5, DW1 and DW2
- Phase 2: #7 and #8
- Phase 3: #9
- Phase 4: #3, #4 and #6

END OF SCOPE OF SERVICES

EXHIBIT B
18-D-00038 Channel District Improvements - Design

COMPENSATION

Firm shall perform the work detailed in Exhibit A in a Lump Sum with an Allowance for Additional Services Basis with a total compensation not to exceed \$1,553,151, the actual total amount of which shall be equal to the lump sum of \$1,153,550 plus those amounts, if any, not to exceed \$399,601 properly charged against the Allowances listed in this Exhibit B. Invoicing shall be done on a monthly basis.

| Segment Number | Location and Title | Location Limits | Fee | RFQ Services Needed |
|----------------|-------------------------------------|--|--------------------|---------------------|
| 1 | Channelside Drive | Cumberland Avenue to Kennedy Blvd | \$0 | CM only |
| 2 | 12 th Street Segment C | Washington St to Kennedy Blvd | \$0 | CM only |
| 3 | 12 th Street Segment A | Cumberland Avenue to Whiting St | \$38,330 | Design & CM |
| 4 | 11 th Street Segment B | Whiting St to Washington St | \$155,640 | Design & CM |
| 5 | 11 th Street Segment C | Washington St to Kennedy Blvd | \$37,190 | Design & CM |
| 6 | 12 th Street N of Twiggs | Twiggs St to Trail under Salmon Expressway | \$130,305 | Design & CM |
| 7 | Twiggs Street | Meridian Avenue to Channelside Dr | \$309,310 | Design & CM |
| 8 | Cumberland Avenue | Meridian Avenue to Channelside Dr | \$224,700 | Design & CM |
| 9 | Whiting Street | Meridian Avenue to Channelside Dr | \$129,740 | Design & CM |
| DW1 | On-Street Parking Assessment | All Segments | \$87,135 | Design & CM |
| DW2 | Furnishings Assessment | All Segments | \$41,200 | Design & CM |
| Total | | Design Services Fee Total | \$1,153,550 | |

| | | |
|--|--------------------|---------------|
| Survey and Geotechnical Allowance | \$73,315 | Not to Exceed |
| Public Engagement Services Allowance | \$59,150 | Not to Exceed |
| Subsurface Utilities Locating Allowance | \$37,136 | Not to Exceed |
| Administrative and Permits Allowance | \$30,000 | Not to Exceed |
| Construction Engineering Services Allowance | \$200,000 | Not to Exceed |
| Compensation Total of Lump Sum and Allowances | \$1,553,151 | |

Exhibit C

CITY OF TAMPA INSURANCE REQUIREMENTS

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

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

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

MINIMUM SCOPE AND LIMIT OF INSURANCE ¹

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

plane/ship repairer, providing safe berth, air/watercraft storage/docking (on land/ in water), fueling, tours, charters, ferries, dredges, tugs, mooring, towing, boat/aircraft equipment/repair/alteration/maintenance, etc.; 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.: 18-D-00038 Contract Name: Channel District Improvements - Design
Company Name: Pennoni Associates Inc. Address: 2555 Nursery Road, Suite 104, Clearwater, FL 33764
Federal ID: 23-1683429 Phone: 727-420-2487 Fax: Email: pnikolov@pennoni.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:

[X] 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

Table with 6 columns: Federal ID, Company Name Address Phone, Fax, Email, Type of Ownership, Trade or Services NIGP Code, Contact Method, Quote or Response Received. Rows include Valerin Group, Inc., Suncoast Land Surveying, MC Squared, Inc., and ECHO UES, Inc.

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: E. Peter Nikolov Name/Title: E. Peter Nikolov, PE / Project Manager Date: December 18, 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



Exhibit D

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

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

Contract No.: 18-D-00038 Contract Name: Channel District Improvements - Design
Company Name: Pennoni Associates Inc. Address: 2555 Nursery Road, Suite 104, Clearwater, FL 33764
Federal ID: 23-1683429 Phone: 727-420-2487 Fax: Email: pnikolov@pennoni.com

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

[X] 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

Table with 6 columns: S/W/O, Company Name, Address, Phone/Fax/Email, Type of Ownership, Trade/Services/Materials, NIGP Code, \$ Amount of Quote, Letter of Intent (LOI), Percent of Scope or Contract %.

Total ALL Subcontract / Supplier Utilization \$ 164,601
Total SLBE Utilization \$ 164,601
Total WMBE Utilization \$ 143,236

Percent SLBE Utilization of Total Bid/Proposal Amt. 8.5 % Percent WMBE Utilization of Total Bid/Proposal Amt. 7.4 %

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

Signed: E. Peter Nikolov Name/Title: E. Peter Nikolov, PE / Project Manager Date: 2/13/2019

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