

Agmt
Bid

RESOLUTION NO. 2015- 692

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES IN THE AMOUNT OF \$506,997 BETWEEN THE CITY OF TAMPA AND EPN GROUP, LLC IN CONNECTION WITH CONTRACT NO. 15-D-00014; 43RD STREET OUTFALL REGIONAL STORMWATER IMPROVEMENTS PHASE 3 - DESIGN; 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, the City of Tampa (CITY) selected EPN Group, LLC as CONSULTANT to provide Professional Engineering Consulting Services in connection with Contract 15-D-00014; 43rd Street Outfall Regional Stormwater Improvements Phase 3 - 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 Engineering Consulting 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, THAT:

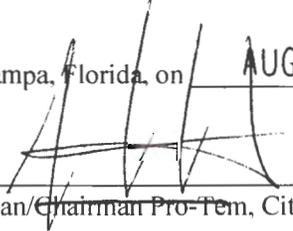
Section 1. The Agreement for Consultant Services between the City of Tampa and EPN Group, LLC in connection with Contract 15-D-00014; 43rd Street Outfall Regional Stormwater Improvements Phase 3 - Design as detailed in said AGREEMENT, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in substantially similar form.

Section 2. 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. Funding for award of a contract for Professional Engineering Services is provided in the amount of \$506,997 for the Department of Transportation and Stormwater Services within the FY16 Bank Note Stormwater Fund and the SWFWMD Grants Capital Projects Fund.

Section 4. The 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 AUG 27 2015.



Chairman/Chairman Pro-Tem, City Council

ATTEST:



City Clerk/Deputy City Clerk

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

42015-32

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into at Tampa, Florida, this ____ day of _____, 20__, by and between the CITY OF TAMPA, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", the address of which is 315 East Kennedy Boulevard, Tampa, Florida 33602, and EPN Group LLC, a limited liability corporation chartered and existing under the laws of the State of Florida, hereinafter referred to as "CONSULTANT", the address of which is 9634 Maypan Place, Largo, FL, 33777.

WITNESSETH:

WHEREAS, the CITY desires to engage the CONSULTANT to perform certain Professional Engineering Consulting Services pertinent to such work which shall be referred to as 15-D-00014; 43rd Street Outfall Regional Stormwater Improvements Phase 3 - Design "PROJECT" in accordance with this Agreement; and

WHEREAS, the CONSULTANT desires to provide such Professional Engineering Consulting 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 Engineering Consultant for the PROJECT; and the CONSULTANT shall provide the professional and technical services required under this Agreement in accordance with acceptable practices and ethical standards. "CONSULTANT" is sometimes referred to as "ENGINEER" in Exhibit A. "CITY" is sometimes referred to as "CLIENT" or "client" in Exhibit A.

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

II. DATA AND SERVICES TO BE PROVIDED BY THE CITY

The CITY shall provide:

A. Available plans and specifications of existing construction.

III. PERIOD OF SERVICE

A. The CONSULTANT shall begin work promptly after receipt of a fully executed copy of the Agreement and a Notice to Proceed. The Agreement shall remain in force until the completion of all construction for the Project.

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

IV. GENERAL CONSIDERATIONS

A. All original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the CONSULTANT's services under this Agreement shall become and remain the property of the CITY upon receipt of payment by the CONSULTANT from the CITY for services rendered in connection with the preparation of said sketches, tracings, etc. Where such documents are required to be filed with governmental agencies, the CONSULTANT will furnish copies to the CITY upon request.

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

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

V. COMPENSATION

The CITY shall compensate the CONSULTANT for the services performed with this Agreement an upset limit of \$506,997 as indicated in **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 completion. The Consultant will file or assist in filing the annual performance report to HUD, if applicable. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

VIII. PERSONNEL

The CONSULTANT represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. All personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed for work under this Agreement. The CONSULTANT further certifies that all of its employees assigned to serve the CITY have such knowledge and experience as required to perform the duties assigned to them. Any employee of the CONSULTANT who, in the opinion of the CITY, is

incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the certain professional engineering services under this Agreement.

IX. SUSPENSION, CANCELLATION OR ABANDONMENT

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

Upon suspension, cancellation or abandonment hereof, CONSULTANT shall immediately cease work hereunder and shall be compensated for its services rendered up to the time of such cancellation or termination on a quantum meruit basis; and the CITY shall have no further financial obligation to CONSULTANT.

In the event the PROJECT is suspended, cancelled or abandoned, the CONSULTANT shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the CONSULTANT's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the CITY.

X. TERMINATION

A. Termination for Cause.

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

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

B. Termination for Convenience.

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

XI. INSURANCE

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

XII. INTERESTS OF MEMBERS OF THE CITY

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

XIII. INTEREST OF THE CONSULTANT

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

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

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

XIV. COMPLIANCE WITH LAWS

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

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

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

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

XV. ASSIGNABILITY

The CONSULTANT shall not assign or transfer any interest in this Agreement without consent from the CITY; provided, however, that the claim for money due or to become due the CONSULTANT from the CITY under this Agreement may be assigned to a bank or other financial institution or to a Trustee in Bankruptcy. Notice of any such assignment shall be furnished promptly to the CITY.

XVI. EQUAL EMPLOYMENT

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

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

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

XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM

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

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

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

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

XVIII. CITY CODE OF ETHICS

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

XIX. NEGATION OF AGENT OR EMPLOYEE STATUS

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

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

XX. SEVERABILITY

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

XXI. CHOICE OF LAW

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

XXII. DESIGNATION OF FORUM

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

XXIII. AUTHORIZATION

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

XXIV. ENTIRE AGREEMENT

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

XXV. INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

XXVI. ESTOPPEL/WAIVER

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

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

XXVII. AUDIT REQUIREMENTS.

In the event, that during the period of this Agreement, CONSULTANT expends more than \$500,000.00 in federal funds in an operating year from this and other federal grants, CONSULTANT shall, at its own cost and expense, cause to be carried out an independent audit. The audit shall be completed and a copy furnished to the CITY, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period, unless a longer period is agreed to in advance by the CITY. For purposes of this Agreement, an operating and/or audit year is the equivalent to the CONSULTANT's fiscal year. The determination of when Grant Funds are expended is based on when the activity related to the expenditure occurs.

The audit shall be conducted in compliance with the Office of Management and Budget Circular No. A-133, as amended and 24 CFR Parts 84 and 85, as applicable, which are made a part of this Agreement by reference thereto. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, CONSULTANT shall be held liable for reimbursement to the City of all funds not expended in accordance with these applicable regulations and Agreement provisions within thirty (30) calendar days after the CITY has notified CONSULTANT of such non-compliance. Said reimbursement shall not preclude the CITY from taking any other action as provided herein.

If expenditure does not exceed \$500,000.00 during an operating year, CONSULTANT shall provide the CITY with its annual financial statement within ninety (90) days of the end of its operating year. Said financial statement shall be prepared by an actively licensed certified public accountant.

XXVIII. DEFAULT

In accordance with 24 CFR 85.43, a default shall consist of any use of Grant Funds for a purpose other than as authorized by this Agreement, noncompliance with any provision in all Articles herein, any material breach of the Agreement, failure to comply with the audit requirements as provided herein, or failure to expend Grant Funds in a timely or proper manner.

XXIX. BUDGET APPROPRIATIONS

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

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

WITNESSES:

EPN GROUP, LLC

By: _____
Witness

By: _____
Elian P. Nikolov, Manager

By: _____
Witness

ATTEST:

CITY OF TAMPA

City Clerk/Deputy City Clerk (SEAL)

By: _____
Bob Buckhorn, Mayor

APPROVED AS TO LEGAL SUFFICIENCY

Rachel S. Peterkin, Assistant City Attorney

The execution of this document was authorized by
Resolution No. 2015-____



SCOPE OF SERVICES (EXHIBIT A)
RFQ-15-D-00014
43RD STREET OUTFALL
REGIONAL STORMWATER IMPROVEMENTS PHASE 3
FOR
CITY OF TAMPA

SCOPE OF SERVICES

Background: The 43rd Street Outfall Regional Stormwater Improvements project (RFQ-15-D-00014) is a multi-year project to provide incremental flooding relief for a basin area of approximately 1150 acres. For the purposes of this scope, the limits for design will extend from the Stormwater Pond currently being designed at the intersection of Columbus Drive and 40th Street and extend south along 40th Street to 7th Avenue, east to 43rd Street and south along 43rd Street to the outfall.

TASK 1 – PROJECT MANAGEMENT

- 1.1 **Project Setup:** The CONSULTANT will develop project documents and filing systems for the project that will include, project set-up, Work Plan, QA/QC Plan, hard and electronic files, sub-contract agreements and conduct an internal kick-off meeting.
- 1.2 **Kick-off Meeting:** The CONSULTANT will conduct a project Kick-Off meeting with the CITY to review project goals, scope of work, project schedule, communication protocol, administrative issues, plans preparation and submittal procedures. Following the meeting, the CONSULTANT will prepare summary meeting notes and distribute to the attendees.
- 1.3 **Status Reports and Administration:** The CONSULTANT will provide monthly status reports of the progress of this scope of work to accompany monthly invoices and administer the project.
- 1.4 **Project Internal Team Meetings:** The CONSULTANT will conduct various internal project team meetings throughout the duration of the project to assure proper communications and adherence to project scope items.

TASK 2 – DESIGN EVALUATION, MODELING AND DRAINAGE ANALYSIS

- 2.1 **Topographic Survey and Mapping:** The CONSULTANT will provide professional topographic survey and mapping services. The limits will extend from the Stormwater Pond currently being designed at the intersection of Columbus Drive and 40th Street and extend south along 40th Street to 7th Avenue, east to 43rd Street and south along 43rd Street to the outfall. The survey will include:

- The approximate distance for the topographic survey is 5,000 LF.
- The survey will include visible improvements and cross-sections every 50 to 100 feet along the project design route.
- The storm and sanitary sewer structures will include rim elevation, invert elevations, pipe size and type. The connecting structure will be located with elevations.
- Soil borings will be located with an elevation.
- A recoverable baseline will be set along the route.
- Benchmarks will be established every 500 feet.
- The survey measurements will be in feet and refer to the Florida State Plane Coordinate System, Transverse Mercator, West Zone, NAD 83/90 adjustment, and vertical datum in NAVD 88.
- All work will be done in AutoCAD.

2.2 **Geotechnical Evaluation:** Our team will provide geotechnical services for the project design plans. The geotechnical work will include:

- Review published soils and topographic information. This published information will 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 borings, subsurface sampling and field testing. We plan to perform ten (10) Standard Penetration Test (SPT) borings to a depth of 10 feet below existing site grades along the proposed pipeline (1 Per 500 LF of pipeline). In addition, perform two (2) Standard Penetration Test (SPT) borings to a depth of 20 feet below existing site grades at the proposed box culvert. In the borings, samples will be collected and SPT resistance values will be recorded virtually continuously to the boring termination depth.
- 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.

2.3 **Ecological Assessment:** The CONSULTANT will provide the ecological assessment and permitting required for the project. The ecological and permitting work will include:

- Collection of existing environmental data. This data will consist of:
 - Natural Resources Conservation Services (NRCS) soil survey.
 - US Geological (USGS 7.5-minute quadrangle mapping).
 - Historical and current aerial photography.
 - Available upland habitat maps.
 - Protected species data (FNAI, USFWS and FWC).
 - National Wetland Inventory mapping (NWI).
 - Available client data.
- Jurisdictional determination
 - Collect and review existing soils, topography, National Wetland Inventory data, and other information from readily available sources, as appropriate in preparation for the field data collection effort.
 - Establish the approximate wetland jurisdictional boundaries within the project area in accordance with federal and state criteria (1987 Federal Manual for Identifying and Delineating Jurisdictional Wetlands, 2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region and Chapter 62-340 of the Florida Administrative Code}. The wetland delineation point locations will be recorded with Global Position System (GPS) equipment having sub-meter accuracy capability.
 - Forward appropriate information, along with a formal request for a field review of the established, approximate wetland jurisdictional boundaries, to the Environmental Protection Commission of Hillsborough County Wetland Management Division (EPC) personnel. We will conduct the field review, and submit/coordinate final documentation to receive agency approval of the established wetland jurisdictional lines. Additionally, we will request the EPC to concur with our assessment that the on-site qualifies as an upland cut ditch, which will qualify for a noticed exception through EPC.
 - Forward appropriate information to the surveyor to accurately survey the wetland jurisdictional lines and review the final survey for accuracy. If revisions are required, written comments will be provided to the surveyor in memorandum or email format.
 - Once the approved jurisdictional wetland lines have been surveyed, We will forward the survey to the EPC requesting formal approval of the survey. The EPC and the Southwest Florida Water Management District (SWFWMD) have a memorandum of understanding to accept each other's wetland lines, therefore, a copy of the approved wetland survey can be provided to SWFWMD during the Joint Environmental Resource Permit (ERP) permitting process upon request, and a field review with the SWFWMD will not be required.
- EPC Noticed Exemption
 - We will prepare the noticed exception and provide assistance to the Engineer in documenting the surface water impacts.

- **Joint Environmental Resource Permit for the SWFWMD and USACE**
 - Permit application data – we will coordinate to collect and compile information necessary to prepare a Joint Application for Environmental Resource Permit (ERP) from the SWFWMD and the United States Army Corps of Engineers (USACE).
 - Listed species impact analysis and coordination with reviewing agencies - we will provide the necessary permit application information for listed wildlife species. Coordination with additional reviewing agencies such as the National Oceanic and Atmospheric Administration (NOAA), National Marine Fisheries Service (NMFS), United States Fish and Wildlife Service (USFWS), and Florida Fish and Wildlife Conservation Commission (FWC) will be conducted through Section 7 Endangered Species Act Consultation subsequent to application submittal, as needed.
 - Agency coordination and request for additional responses. – we will participate in up to two coordination meetings and will respond to Requests for Additional Information (RAI).

2.4 **Stormwater Modeling and Alternative Analysis:** The CONSULTANT will complete a stormwater model analysis using XP-SWMM to determine a culvert alignment that provides an acceptable drainage level of service. The following tasks will be completed under this effort:

2.4.1 **Stormwater Data Collection:** The CONSULTANT will review pertinent background information provided by the CITY to assist in the development of the XP-SWMM hydrodynamic model. The CONSULTANT will also interview a limited number of CITY staff (up to 2) in order to retrieve pertinent anecdotal information and to collect pertinent background and existing data that may be useful in developing the stormwater model for the project basin and the design of the stormwater facilities.

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

2.4.3 **Stormwater System Development:** The CONSULTANT will 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 and the previous XP-SWMM model for the basin. The system development will include:

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

2.4.4 **Stormwater Modeling:** The CONSULTANT after completing the stormwater system development will perform modeling in XP-SWMM for the following:

- Existing and proposed conditions model runs
 - Define drainage level of service for the project area
- 2.4.5 **Stormwater Alternative Analysis:** The CONSULTANT will evaluate two (2) stormwater alternatives. One alternative will include the route along 40th Street as currently proposed and another route based on the stormwater modeling findings.
- 2.4.6 **Stormwater System Meeting:** The CONSULTANT will meet with the CITY to review the model results, alternatives, level of services, probable construction costs and make a decision on the culvert alignment. Estimate one (1) meeting.
- 2.4.7 **Update Basis of Design Report (BODR):** The CONSULTANT will update the BODR based on the stormwater modeling and alternative analysis findings.
- 2.4.8 **Coordination with HART:** The CONSULTANT will coordinate with HART regarding the proposed stormwater improvements.
- 2.4.9 **QA/QC:** The CONSULTANT will provide quality control for the design evaluation, modeling and drainage analysis.

Deliverables: The CONSULTANT will submit via email the following to the CITY:

- Topographic survey.
- Geotechnical evaluation.
- Environmental assessment.
- Stormwater modeling and alternative analysis findings.

TASK 3 - STORMWATER DESIGN

- 3.1 **Project Design Criteria:** The CONSULTANT will prepare design criteria for the various design tasks associated with the proposed improvements. This will also be required for any work within the FDOT right-of-ways. The project drawings will be at a scale of 1" = 20' or other appropriate scale depicting property lines, curb lines, known utilities, roadways and storm conduit alignment
- 3.2 **Project Data Collection and Review:** The CONSULTANT will collect and review available data for the project. This will include atlas information, field investigation, photographs and other pertinent data.
- 3.3 **30% Design Plans:** The CONSULTANT will prepare plan view/schematic plans for the proposed project. Plans will depict plan view. Preliminary stormwater design will be completed and supported by the stormwater modeling in Task 2.
- 3.3.1 **30% Plans Preparation:** The CONSULTANT will prepare plan view plans for the proposed project in accordance with stormwater modeling recommendations.
- 3.3.2 **Field Meeting:** The CONSULTANT will attend one (1) field meeting during the design and plans preparation.

3.3.3 **QA/QC:** The CONSULTANT will provide quality control for plans preparation and project deliverables.

30% Deliverables: The CONSULTANT will submit via email the following to the CITY:

- 30% plans in PDF format.

3.4 **60% Design Plans:** The CONSULTANT will respond to comments and will consist of the 60% development and detailed design of the project, 60% preparation of design plans including utility conflicts, SUE, quantity estimates and cost estimates.

3.4.1 **Response to Comments:** The CONSULTANT will respond to the City and other comments on the 30% submittal.

3.4.2 **60% Plans Preparation:** The plans will reflect further development of the 30% design elements and features.

3.4.3 **Subsurface Utility Engineering:** The CONSULTANT will conduct subsurface utility engineering (SUE) at potential storm system conflict points with City water and wastewater. A total of up to four (4) holes have been budgeted for this project to assist with the design of the storm conveyance. Location and depth of the test holes will be collected by survey and shown on the construction drawings along with a corresponding Locate Table indicating the results of the SUE effort including test hole number, utility type, depth to top of pipe, pipe diameter and material.

3.4.4 **Relocation for City Water and Wastewater:** The CONSULTANT will prepare plans for City potable water and wastewater conflicts with the proposed storm improvements.

- The relocation design will be limited to vertical/horizontal deflections of fifty feet or less at up to four locations.
- Attend one (1) meeting with the water and wastewater department.
- Prepare probable construction costs associated with the water and wastewater relocations.

3.4.5 **60% Quantity Take-offs and Probable Cost Estimate:** The CONSULTANT will take-off final quantities for the purposes of preparing a probable construction cost estimate.

3.4.6 **Field Meeting:** The CONSULTANT will attend one (1) project field meeting.

3.4.7 **Status Meeting:** The CONSULTANT will attend one (1) project status meeting to review and discuss issues related to the final design.

3.4.8 **QA/QC:** The CONSULTANT will provide quality control for plans preparation and project deliverables.

60% Deliverables: The CONSULTANT will submit via email the following to the CITY:

- 60% plans in PDF format.
 - Engineer's estimate of probable costs in Excel format.
- 3.5 **90% Design Plans:** The CONSULTANT will respond to comments and will consist of the 90% development and detailed design of the project.
 - 3.5.1 **Response to Comments:** The CONSULTANT will respond to the City and other comments on the 60% submittal.
 - 3.5.2 **90% Plans Preparation:** The plans will reflect further development of the 60% design elements and features.
 - 3.5.3 **Relocation for City Water and Wastewater:** The plans will reflect further development of the 60% conflict design for City potable water and wastewater conflicts with the proposed storm improvements.
 - 3.5.4 **Field Meeting:** The CONSULTANT will attend one (1) project field meeting.
 - 3.5.5 **QA/QC:** The CONSULTANT will provide quality control for plans preparation and project deliverables.

90% Deliverables: The CONSULTANT will submit via email the following to the CITY:

 - 90% plans in PDF format.
- 3.6 **100% Design Plans -** The CONSULTANT will respond to comments and will consist of the 100% development and detailed design of the project.
 - 3.6.1 **Response to Comments:** The CONSULTANT will respond to the City and other comments on the 90% submittal.
 - 3.6.2 **100% Plans Preparation:** The plans will reflect further development of the 60% design elements and features.
 - 3.6.3 **100% Quantity Take-offs and Probable Cost Estimate:** The CONSULTANT will take-off final quantities for the purposes of preparing a probable construction cost estimate.
 - 3.6.4 **Bid Documents and Technical Specifications:** The CONSULTANT will prepare the project technical specifications, special conditions and bid tabulation form necessary for the proper construction of the project. The preparation of construction specifications does not include their reproduction for bidding and construction purposes.
 - 3.6.5 **Field Meeting:** The CONSULTANT will attend one (1) project field meeting.
 - 3.6.6 **Status Meeting:** The CONSULTANT will attend one (1) project status meeting to review and discuss issues related to the final design.
 - 3.6.7 **QA/QC:** The CONSULTANT will provide quality control for plans preparation and project deliverables.

100% Deliverables: The CONSULTANT will submit via email the following to the CITY with exceptions as noted:

- 100% plans in PDF format.
- Engineer's estimate of probable costs in Excel formats.
- Technical specifications in Word format.
- For final plans – provide two (2) 11x17-inch sets of signed and sealed plans along with final AutoCAD files.

TASK 4 - UTILITY COORDINATION

4.1 **Utility Coordination:** The CONSULTANT will provide utility coordination for the proposed stormwater improvements at the 30, 60, 90 and 100 percent phases and will include the following:

- The CONSULTANT will email all utilities the 30, 60, 90 and 100 plans.
- A conflict matrix will be updated to identify utilities within the proposed storm system alignment. The utility owners will be provided with the matrix and the second notification requesting to provide relocation plans as required.
- The existing information and comments received from the utility companies will be shown on the plans.
- Comments and suggestions regarding the design and the impact of existing utilities, buildings and other physical features will be incorporated as far as practical into the plans to recommend the best service road realignment route.
- The CONSULTANT will conduct one (1) utility coordination meeting at the 60% phase.

TASK 5 - PUBLIC INVOLVEMENT

5.1 **Public Involvement:** The CONSULTANT will attend and conduct one (1) public involvement meeting with local stakeholders to communicate the project intent, proposed improvements, answer questions and solicit comments.

TASK 6 - PERMIT PHASE

6.1 **Meetings with Agencies:** The CONSULTANT will notify the CITY prior to meeting with permitting agencies to allow the CITY to schedule a representative to attend the meeting.

6.1.1 The CONSULTANT will attend pre-application one (1) meeting with each permitting agency to discuss the permitting requirements for the project.

6.2 **Permitting:** The CONSULTANT will prepare drainage related permit applications as described herein, data and drawings (except and excluding ambient air quality reports, environmental assessment, 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 CONSULTANT will prepare and submit permit application forms and exhibits in accordance with and containing specific technical information required by governing agencies. All fees related to permit applications will be paid for by the CITY.

Specific permit applications anticipated for this project include the following:

- 6.2.1 Permit preparation & submittal - SWFWMD ERP.
- 6.2.2 Permit preparation & submittal - EPC.
- 6.2.3 Permit preparation & submittal - FDOT.
- 6.2.4 Permit preparation & submittal - CSX.
- 6.2.5 Permit preparation & submittal – NOI and SWPPP

- 6.3 **Permit Comment Responses:** The CONSULTANT will prepare and submit permit related comment responses to the permitting agencies.

TASK 7 - POST DESIGN SERVICES / LIMITED CONSTRUCTION SERVICES

- 7.1 **Pre-bid Meeting:** The CONSULTANT will attend one (1) pre-bid meeting. The City will prepare any related bid document addenda.
- 7.2 **Pre-construction Meeting:** The CONSULTANT will attend one (1) pre-construction meeting.
- 7.3 **Shop Drawing Reviews:** The CONSULTANT will review shop drawings submitted by the Contractor for compliance with the bid documents.
- 7.4 **RFI Responses:** The CONSULTANT will provide clarifications, answer bid related questions and RFIs from the contractor during construction.

ADDITIONAL SERVICES

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

CITY RESPONSIBILITIES

The CITY will provide the following for the CONSULTANT to use and rely on:

- Provide copies of all available input and output data from the 43rd Street Outfall current XP-SWMM stormwater model prepared by DRMP.
- Copies of all maps, plats, aerial photographs and other available information and data pertinent to the project design which the CITY may have in its possession.
- Acquire right-of-way and easements, including construction easements, as required.
- Pay all permit application and review fees.
- Obtain specific written permission from property owners or the authorized representatives for engineering tasks to be conducted on private property, as necessary.

TASK	TASK DESCRIPTION	DESIGN FEE ESTIMATE
Task 1	Project Management	\$25,930
Task 2	Design Evaluation, Modeling and Drainage Evaluation	\$103,190
Task 3	Stormwater Design	\$266,470
Task 4	Utility Coordination	\$11,140
Task 5	Public Involvement	\$7,940
Task 6	Permit Phase	\$52,480
Task 7	Post Design Services / Limited Construction Services	\$10,190
	Expenses	\$9,657
	GRAND TOTAL	\$486,997
	CONTINGENCY ALLOWANCE	\$20,000
	TOTAL WITH CONTINGENCY	\$506,997

ESTIMATED PROJECT SCHEDULE

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

TASK DESCRIPTION	MONTHS AFTER NTP
Stormwater Modeling	2
30% Plans	6
60% Plans	9
Permits Phase	9
90% Plans	11
100% Plans	12

Note: Above assumes one week for CITY review time for each phase submittal.
Assumes three weeks review time for FDOT.

END OF SCOPE

Project Fee Breakdown
City of Tampa
43rd Street Outfall Regional Stormwater Improvements Phase 3
40th Street Route Alternative (5000 LF)

TASK	DESCRIPTION	Project	Senior	Project	Drainage	Project	Clerical	Total	FEE
		Manager	Engineer	Engineer	Engineer	Designer			
		\$155.00	\$145.00	\$130.00	\$130.00	\$105.00	\$55.00		
1	PROJECT MANAGEMENT								
1.1	Project setup	24	8	8	8		8	56	\$7,400
1.2	Kick-off meeting	4	4	4	4		4	20	\$2,460
1.3	Status reports and administration	26	4				26	56	\$6,040
1.4	Project internal team meetings	16	16	16	16	6	8	78	\$10,030
	Subtotal	70	32	28	28	6	46	210	\$25,930
2	DESIGN EVALUATION, MODELING & DRAINAGE ANALYSIS								
2.1	Topographic survey and mapping								\$35,000
2.2	Geotechnical evaluation								\$14,200
2.3	Ecological assessment								\$12,300
2.4	Stormwater modeling and alternative analysis								
2.4.1	> Stormwater data collection	2	4		4		2	12	\$1,520
2.4.2	> Stormwater data review and analysis	2	4		4		2	12	\$1,520
2.4.3	> Stormwater system development	8	16	2	40	2	4	72	\$9,450
2.4.4	> Stormwater modeling	8	16	2	40	8	4	78	\$10,080
2.4.5	> Stormwater alternative analysis	12	12		40	4	4	72	\$9,440
2.4.6	> Stormwater system meeting (1)	4	6		6		2	18	\$2,380
2.4.7	> Update Basis of Design Report	8	10		10		8	36	\$4,430
2.4.8	> Coordination with HART	4	4		4		2	14	\$1,830
2.4.9	QA/QC	6					2	8	\$1,040
	Subtotal	54	72	4	148	14	30	322	\$103,190
3	STORMWATER DESIGN								
3.1	Project design criteria	4		4	4		2	14	\$1,770
3.2	Project data collection and review	4	4	4	4	4	4	24	\$2,880
3.3	30% schematic plans								
3.3.1	> 30% plans preparation	97	26	201		331		655	\$79,690
3.3.2	> Field meeting (1)	4	4	4	4		2	18	\$2,350
3.3.3	> QA/QC	6					2	8	\$1,040
3.4	60% design plans								
3.4.1	> Response to comments	4	8	24		16	4	56	\$6,800
3.4.2	> 60% plans preparation	97	26	201		331		655	\$79,690
3.4.3	> Subsurface utility engineering								\$7,500
3.4.4	> Relocation for City water and wastewater	6		10		20	2	38	\$4,440
3.4.5	> 60% quantity take-offs and probable cost estimate	8		12		16	4	40	\$4,700
3.4.6	> Field meeting (1)	4		4			2	10	\$1,250
3.4.7	> Status meeting (1)	4		4			2	10	\$1,250
3.4.8	> QA/QC	16		8		4	2	30	\$4,050
3.5	90% design plans								
3.5.1	> Response to comments	8	8	24		16	4	60	\$7,420
3.5.2	> 90% plans preparation	29	8	60		99		196	\$23,850
3.5.3	> Relocation for City water and wastewater	2		4		12	2	20	\$2,200
3.5.4	> Field meeting (1)	4		4			2	10	\$1,250
3.5.5	> QA/QC	8		4		2	2	16	\$2,080
3.6	100% design plans								
3.6.1	> Response to comments	4	4	12		8	4	32	\$3,820
3.6.2	> 100% plans preparation	19	5	40		66		130	\$15,800
3.6.3	> 100% quantity take-offs and probable cost estimate	8		12		16	4	40	\$4,700
3.6.4	> Bid documents and technical specifications	8	8	4			8	28	\$3,360
3.6.5	> Field meeting (1)	4		4			2	10	\$1,250
3.6.6	> Status meeting (1)	4		4			2	10	\$1,250
3.6.7	> QA/QC	8		4		2	2	16	\$2,080
	Subtotal	360	101	652	12	943	58	2126	\$266,470
4	UTILITY COORDINATION								
4.1	Utility coordination (30%, 60%, 90%, 100%)	18	10	48			12	88	\$11,140
	Subtotal	18	10	48			12	88	\$11,140
5	PUBLIC INVOLVEMENT								
5.1	Public involvement	16	8	12		24	4	64	\$7,940
	Subtotal	16	8	12		24	4	64	\$7,940

6	PERMIT PHASE								
6.1	Meetings with agencies	12		12			8	32	\$3,860
6.2.1	Permit preparation and submittal - SWFWMD ERP	8	8	24	40	4	4	88	\$11,360
6.2.2	Permit preparation and submittal - EPC	8		8			4	20	\$2,500
6.2.3	Permit preparation and submittal - FDOT	8	6	32	28		4	78	\$10,130
6.2.4	Permit preparation and submittal - CSX	8	8	66			4	86	\$11,200
6.2.5	Permit preparation and submittal - NOI	8		18			4	30	\$3,800
6.3	Permit Comment Responses	8	6	48		8	8	78	\$9,630
	Subtotal	60	28	208	68	12	36	412	\$52,480
7	POST DESIGN SERVICES / LIMITED CONSTRUCTION SERVICES								
7.1	Pre-bid meeting (1)	3		3			2	8	\$965
7.2	Pre-construction meeting (1)	3		3			2	8	\$965
7.3	Shop drawing reviews	4		24			6	34	\$4,070
7.4	RFI responses	4		12		16	6	38	\$4,190
	Subtotal	14		42		16	16	88	\$10,190
	Subtotal All Labor	592	251	994	256	1015	202	3310	\$477,340
	Estimated Expenses								\$9,657
	Sub-consultant mark-ups								
	Project Grand Total (Rounded)	592	251	994	256	1015	202	3310	\$486,997
	Contingency Allowance								\$20,000
	Total with Contingency								\$506,997

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Compensation:

For performing the services identified within Exhibit A, an upset limit amount of \$506,997 has been established as the fee for the work described. Invoices will be submitted monthly. The Owner's Contingency is available for the City's exclusive use and is available for scope changes instructed by the City.

CITY OF TAMPA INSURANCE REQUIREMENTS

During the life of the award/contract the Awardee/Contractor shall provide, pay for, and maintain insurance with companies authorized to do business in Florida, with an A.M. Best rating of B+ (or better) Class VII (or higher), or otherwise be acceptable to the City if not rated by A.M. Best. All insurance shall be from responsible companies duly authorized to do business in the State of Florida.

All commercial general liability insurance policies (and Excess or Umbrella Liability Insurance policies, if applicable) shall provide that the City is an additional insured as to the operations of the Awardee/Contractor under the award/contract including the additional insured endorsement, the subrogation waiver endorsement, and the Severability of Interest Provision. In lieu of the additional named insured requirement, if the Awardee/Contractor's company has a declared existing policy which precludes it from including additional insureds, the City may permit the Contractor to purchase an Owners and Contractors Protective Liability policy. Such policy shall be written in the name of the City at the same limit as is required for General Liability coverage. The policy shall be evidenced on an insurance binder which must be effective from the date of issue until such time as a policy is in existence and shall be submitted to the City in the manner described below as applicable to certificates of insurance.

The insurance coverages and limits required must be evidenced by a properly executed Acord 25 Certificate of Insurance on form or its equivalent. Each Certificate must be personally manually signed by the Authorized Representative of the insurance company shown in the Certificate with proof that he/she is an authorized representative thereof. Thirty days' written notice must be given to the City of any cancellation, intent not to renew, or reduction in the policy coverages, except in the application of the aggregate liability limits provisions. Should any aggregate limit of liability coverage be reduced, it shall be immediately increased back to the limit required by the contract. The insurance coverages required herein are to be primary to any insurance carried by the City or any self-insurance program thereof.

The following coverages are required:

A. Commercial General Liability Insurance shall be provided on the most current Insurance Services Office (ISO) form or its equivalent. This coverage must be provided to cover liability arising from premises and operations, independent contractors, products and completed operations, personal and advertising injury, contractual liability, and XCU exposures (if applicable). Completed operations liability coverage shall be maintained for a minimum of one-year following completion of work. The amount of Commercial General Liability insurance shall not be less than the amount specified.

(a) \$1,000,000 per occurrence and a \$2,000,000 general aggregate for projects valued at \$2,000,000 or less. General aggregate limit for projects over that price shall equal or exceed the price of the project. An Excess or Umbrella Liability insurance policy can be provided to meet the required limit. Risk Management may be contacted for additional information regarding projects of this nature.

B. Automobile Liability Insurance shall be maintained in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. The amount of Automobile Liability Insurance shall not be less than the amount specified.

(a) \$500,000 combined single limit each occurrence bodily injury & property damage- for projects valued at \$100,000 and under

(b) \$1,000,000 combined single limit each occurrence bodily injury & property damage – for projects valued over \$100,000

C. Worker's Compensation and Employer's Liability Insurance shall be provided for all employees engaged in the work under the contract, in accordance with the Florida Statutory Requirements. The amount of the Employer's Liability Insurance shall not be less than:

(a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee – for projects valued at \$100,00 and under

(b) \$1,000,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each –for projects valued over \$100,000

D. Excess Liability Insurance or Umbrella Liability Insurance may compensate for a deficiency in general liability, automobile, or worker's compensation insurance coverage limits. If the Excess or Umbrella policy is being provided as proof of coverage, it must name the City of Tampa as an additional insured (**IF APPLICABLE**).

E. Builder's Risk Insurance, specialized policy designed to cover the property loss exposures that are associated with construction projects. The amount of coverage should not be less than the amount of the project. **(IF APPLICABLE)**.

F. Installation Floater- a builder's risk type policy that covers specific type of property during its installation, is coverage required for highly valued equipment or materials such as compressors, generators, or other machinery that are not covered by the builder's risk policy **(IF APPLICABLE)**.

G. Longshoreman's & Harbor Worker's Compensation Act/Jones Act coverage shall be maintained for work being conducted upon navigable water of the United States. The limit required shall be the same limit as the worker's compensation/employer's liability insurance limit **(IF APPLICABLE)**.

H. Professional Liability shall be maintained against claims of negligence, errors, mistakes, or omissions in the performance of the services to be performed and furnished by the Awaradee/Contractor or any of its subcontractors when it acts as a DESIGN PROFESSIONAL. The amount of coverage shall be no less than amount specified **(IF APPLICABLE)**.

(a) \$1,000,000 per incident and general aggregate. Note all claims made policies must provide the date of retroactive coverage.

The City may waive any or all of the above referenced insurance requirements based on the specific nature of goods or services to be provided under the award/contract.

ADDITIONAL INSURED - The City must be included as an additional insured by on the general and (Excess or Umbrella liability policies) if applicable. Alternatively, the Contractor may purchase a separate owners protective liability policy in the name of the City in the specified amount as indicated in the insurance requirements.

CLAIMS MADE POLICIES - If any liability insurance is issued on a claims made form, Contractor agrees to maintain uninterrupted coverage for a minimum of one year following completion and acceptance of the work either through purchase of an extended reporting provision, or through purchase of successive renewals with a retroactive

date not later than the beginning of performance of work for the City. The retroactive date must be provided for all claims made policies.

CANCELLATION/NON-RENEWAL - Thirty (30) days written notice must be given to the City of any cancellation, intent to non-renew or material reduction in coverages (except aggregate liability limits). However, ten (10) days notice may be given for non-payment of premium. Notice shall be sent to the City of Tampa Department of Public Works, 306 E. Jackson Street, Tampa, FL 33602.

NUMBER OF POLICES - General and other liability insurance may be arranged under single policies for the full amounts required or by a combination of underlying policies with the balance provided by an excess or umbrella liability insurance policy.

WAIVER OF SUBROGATION - Contractor waives all rights against City, its agents, officers, directors and employees for recovery of damages to the extent such damage is covered under the automobile or excess liability policies.

SUBCONTRACTORS - It is the Contractor's responsibility to require all subcontractors to maintain adequate insurance coverage.

PRIMARY POLICIES - The Contractor's insurance is primary to the City's insurance or any self insurance program thereof.

RATING - All insurers shall be authorized to do business in Florida, and shall have an A.M. Best rating of B+ (or better), Class VII (or higher), or otherwise be acceptable to the City if not rated by A.M. Best.

DEDUCTIBLES - The Contractor is responsible for all deductibles. In the event of loss which would have been covered but for the presence of a deductible, the City may withhold from payment to Contractor an amount equal to the deductible to cover such loss should full recovery not be obtained under the insurance policy.

INSURANCE ADJUSTMENTS - These insurance requirements may be increased, reduced, or waived at the City's sole option with an appropriate adjustment to the Contract price.

Document updated on 12/22/2009 by RLD (Risk Management)



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

Contract No.: RFQ-15-D-00014 Contract Name: 43rd Street Outfall Regional Stormwater Improvements Ph. 3 - Design
Contractor Name: EPN Group Address: 9634 Maypan Place, Largo FL 33777
Federal ID: 47-2435348 Phone: 727-420-2487 Fax: Email: Peter.Nikolov@epngrp.com

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

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

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

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

Table with 6 columns: S/W, Company Name, Address, Phone & Fax, Type of Ownership, Trade Services, Amount of Quote, Percent of Scope/Contract %

Total Subcontract/Supplier Utilization \$ 146,015.14
Total SLBE Utilization \$ 52,220.69
Total WMBE Utilization \$ 93,794.45

Percent SLBE Utilization of Total Bid/Proposal Amt. 10.3 % Percent WMBE Utilization of Total Bid/Proposal Amt. 18.5 %

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this contract. This form must be completed and submitted with the bid or proposal. Modifying or failing to sign DMI forms may result in Non-Compliance and/or deemed non-responsive.

Signed: E. Peter Nikolov Name/Title: E. Peter Nikolov, PE / Project Manager Date: 06/01/15



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

[] Partial [] Final

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

Contractor Name: _____ Address: _____

Federal ID: _____ Phone: _____ Fax: _____ Email: _____

GC Pay Period: _____ Payment Request/Invoice Number: _____ City Department: _____

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

Type of Ownership - (F=Female M=Male), BF BM = African Am., HF HM = Hispanic Am., AF AM = Asian Am., NF NM = Native Am., CF CM = Caucasian S = SLBE

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

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

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

Signed: _____ Name/Title: _____ Date: _____



Page 2 of 2 – DMI Payment

Instructions for completing The DMI Sub-(Contractors/Consultants/ Suppliers) Payment Form (Form MBD-30)

This form must be submitted with all invoicing or payment requests where there has been subcontracting rendered for the pay period. If applicable, after payment has been made to the subcontractor, “Waiver and Release of Lien upon Progress Payment”, “Affidavit of Contractor in Connection with Final Payment”, or an affidavit of payment must be submitted with the amount paid for the pay period. The following will detail what data is required for this form. The instructions that follow correspond to the headings on the form required to be completed. **(Modifying or omitted information from this form my result in non-compliance).**

- **Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.
- **W.O.#** If the report covers a work order number (W.O.#) for the contract, please indicate it in that space.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business.
- **Address.** The physical address of your business.
- **Federal ID.** A number assigned to a business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **Pay Period.** Provide start and finish dates for pay period. (e.g. 05/01/13 – 05/31/13)
- **Payment Request/Invoice Number.** Provide sequence number for payment requests. (ex. Payment one, write 1 in space, payment three, write 3 in space provided.)
- **City Department.** The City of Tampa department to which the contract pertains.
- **Total Amount Requested for pay period.** Provide all dollars you are expecting to receive for the pay period.
- **Total Contract Amount (including change orders).** Provide expected total contract amount. This includes any change orders that may increase or decrease the original contract amount.
- **Signed/Name/Title/Date.** This is your certification that the information provided on the form is accurate.
- **See attached documents.** Check if you have provided any additional documentation relating to the payment data. Located at the bottom middle of the form.
- **Partial Payment.** Check if the payment period is a partial payment, not a final payment. Located at the top right of the form.
- **Final Payment.** Check if this period is the final payment period. Located at the top right of the form.

The following instructions are for information of any and all subcontractors used for the pay period.

- **(Type) of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business or SLBE.
- **Trade/Work Activity.** Indicate the trade, service, or material provided by the subcontractor.
- **SubContractor/SubConsultant/Supplier.** Please indicate status of firm on this contract.
- **Federal ID.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Total Subcontract Amount.** Provide total amount of subcontract for subcontractor including change orders.
- **Amount Paid To Date.** Indicate all dollars paid to date for the subcontractor.
- **Amount Pending, Previously Reported.** Indicate any amount previously reported that payments are pending.
- **Amount To Be Paid for this Period.** Provide dollar amount of dollars requested for the pay period.
- **Sub Pay Period Ending Date.** Provide date for which subcontractor invoiced performed work.

Forms must be signed and dated or will be considered incomplete. The company authorized representative must sign and certify the information is true and accurate. Failure to sign this document or return the document unsigned can be cause for determining a company is in non-compliance of Ordinance 2008-89.

If any additional information is required or you have any questions, you may call the Minority Business Development Office at (813) 274-5522.