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RESOLUTION NO. 2019 - \_\_\_\_\_

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$10,410,622 BETWEEN THE CITY OF TAMPA AND GARNEY COMPANIES, INC. IN CONNECTION WITH CONTRACT 18-C-00003; DAVID L. TIPPIN WATER TREATMENT FACILITY CHEMICAL SYSTEM IMPROVEMENTS DESIGN-BUILD PROJECT; AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE.

WHEREAS, via the competitive selection process in accordance with Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act and consistent with Federal procurement policies, as applicable, the City of Tampa ("City") selected Garney Companies, Inc., ("Consultant") to provide professional services in connection with Contract 18-C-00003; David L. Tippin Water Treatment Facility Chemical System Improvements Design-Build ("Project") as detailed in the Agreement for Consultant Services ("Agreement"); and

WHEREAS, the City desires to enter into an agreement with the 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 Garney Companies, Inc., in connection with Contract 18-C-00003; David L. Tippin Water Treatment Facility Chemical System Improvements Design-Build as detailed in said Agreement, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in substantially similar form.

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

Section 3. Funding for an Agreement with Garney Companies, Inc. for design-build services is available in the amount of \$10,410,622 for use by the D. L. Tippin Chemical Systems Improvements Project within the Water - Renewal & Replacement Fund.

Section 4. That other proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON JUN 27 2019

ATTEST:

*Shirley Fox-Krueger*

*[Signature]*

CITY CLERK/DEPUTY CITY CLERK

CHAIRMAN/CHAIRMAN PRO-TEM CITY COUNCIL

PREPARED AND APPROVED AS TO LEGAL SUFFICIENCY BY:

E/S  
JUSTIN VASKE  
ASSISTANT CITY ATTORNEY

1209-25

**AGREEMENT FOR DESIGN-BUILD INITIAL SERVICES**

THIS AGREEMENT, made and entered into at Tampa, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Tampa, a municipal corporation of the State of Florida, hereinafter referred to as "City", and the following entity authorized to do business in the State of Florida: Garney Companies, Inc., a Missouri corporation, hereinafter referred to as "Firm", with an FIEN of 44-0658613.

**WITNESSETH:**

**WHEREAS**, the City desires to engage the Firm to perform certain services pertinent to such work which shall be referred to as Contract 18-C-00003; David L. Tippin Water Treatment Facility Chemical System Improvement - DB "Project" in accordance with this Agreement; and

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

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

**I. GENERAL SCOPE OF THIS AGREEMENT**

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

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

C. The Guaranteed Maximum Price proposal to be prepared and provided by the Firm in accordance with this Agreement shall be used as a basis for negotiating the future Agreement for Construction Services. A Construction Fee not to exceed Seven percent 7% shall be used in the calculation of the Total Project Cost.

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

**II. DATA AND SERVICES TO BE PROVIDED BY THE CITY**

The City shall provide:

A. Available plans and specifications of existing construction.

**III. PERIOD OF SERVICE**

A. The Firm shall begin work promptly after receipt of a fully executed copy of the Agreement. All work shall be completed within 427 calendar days of the Notice to Proceed.

**IV. GENERAL CONSIDERATIONS**

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

B. The City acknowledges that the materials cited in Paragraph IV. A. above, which are provided by the Firm, are not intended for use in connection with any project or purpose other than the Project and purpose for which

such materials were prepared without prior written consent and adaptation by the Firm shall be at the City's sole risk, and the Firm shall have no responsibility or liability therefor.

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

**V. COMPENSATION**

The City shall compensate the Firm for the pre-Design-Build services performed under this Agreement in the amount of \$10,410,622 in accordance with **Exhibit B**.

**VI. PAYMENT**

Payments shall be made upon presentation of the Firm's approved invoice.

**VII. RECORDS**

Records for Personnel Expenses shall be kept on a generally recognized accounting basis and shall be available to the City or its authorized representative at mutually convenient times.

With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection, or copying purposes at any time during normal business hours at a location within Hillsborough County, Florida as often as the City, HUD, representatives of the Comptroller General of the United States or other federal agency may reasonably require. Firm will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The City's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state or federal. Firm shall retain all records and supporting documentation applicable to this Agreement for five (5) years from the date of submission of the annual performance report to HUD. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

**VIII. PERSONNEL**

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

**IX. SUSPENSION, CANCELLATION OR ABANDONMENT**

Suspension, cancellation or abandonment of this Agreement shall be necessitated if any of the following occur: disclosure of City confidential information, procedures or activities; failure of the Firm to aggressively, adequately, timely and appropriately perform the services required by this Agreement to the satisfaction of the City, or other similar cause.

In the event the Project is suspended, cancelled or abandoned at the City's sole discretion, the Firm shall be given fifteen (15) days prior written notice of such action and shall be compensated for the professional services

provided and reimbursable expenses incurred up to the date of suspension, cancellation or abandonment in an amount mutually agreed to by the City and Firm and supported by back-up documentation.

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

## **X. TERMINATION**

### **A. Termination for Cause.**

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

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

### **B. Termination for Convenience.**

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

## **XI. INSURANCE**

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

**XII. INTERESTS OF MEMBERS OF THE CITY**

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

**XIII. INTEREST OF THE FIRM**

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

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

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

**XIV. COMPLIANCE WITH LAWS**

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

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

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

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

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

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

rates and other factual unit costs and that such original Agreement adjustments shall be made within one (1) year following the end of the Agreement.

**XV. ASSIGNABILITY**

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

**XVI. EQUAL EMPLOYMENT**

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

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

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

**XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM**

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

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

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

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

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

**XVIII. CODE OF ETHICS**

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

**XIX. NEGATION OF AGENT OR EMPLOYEE STATUS**

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

employer's liability insurance of any kind or to take any other action with respect to the insurance or taxes of Firm and assistants of Firm.

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

**XX. SEVERABILITY**

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

**XXI. CHOICE OF LAW**

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

**XXII. DESIGNATION OF FORUM**

Any 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.

**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**

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

**XXVI. ESTOPPEL/WAIVER**

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

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

**XXVII. AUDIT REQUIREMENTS.**

In the event, that during the period of this Agreement, the Firm expends more than \$750,000 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 during an operating year, the Firm shall provide the City with its annual financial statement within ninety (90) days of the end of its operating year. Said financial statement shall be prepared by an actively licensed certified public accountant.

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

**XXVIII. DEFAULT**

In accordance with 24 CFR 85.43, a default shall consist of any use of Grant Funds for a purpose other than as authorized by this Agreement, noncompliance with any provision in all Articles herein, any material breach of the Agreement, failure to comply with the audit requirements as provided herein, or failure to expend Grant Funds in a timely or proper manner. A cancellation for default pursuant to this Article shall not impair or limit the City's remedy for the Firm's breach of warranty to the extent of work performed, not for errors or omissions in the professional engineering services prior to cancellation.

**XXIX. BUDGET APPROPRIATIONS**

The City is subject to Section 1666.241, Florida Statutes, and is not authorized to contract for expenditures in any fiscal year except in pursuance of budgeted 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 for goods or services of any amount with companies that are on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel, and of \$1 million or more with companies 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, or are engaged in business operations in Cuba or Syria. Specifically, Section 287.135(2), Florida Statutes, states: "A

company 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: (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company: 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or 2. Is engaged in business operations in Cuba or Syria.”

Upon submitting its bid or proposal, a bidder/proposer: (i) certifies the company is not in violation of Section 287.135, Florida Statutes, and shall not be in violation at the time the company enters into or renews any resulting contract; and (ii) agrees any such resulting contract shall be deemed to contain a provision that allows the City, at its option, to terminate such contract for cause if the company is found to have submitted a false certification, been placed on one or any of the foregoing Lists, been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria.

### **XXXI. PUBLIC RECORDS**

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

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

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

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

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

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

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

**GARNEY COMPANIES, INC.**

**CITY OF TAMPA, FLORIDA**

By: \_\_\_\_\_  
(Signatory, President/Vice President, etc.)  
Authorized Officer or Individual

By: \_\_\_\_\_  
Jane Castor, Mayor (SEAL)

ATTEST:

By: \_\_\_\_\_  
Shirley Foxx-Knowles, City Clerk

Approved as to Legal Sufficiency and authorized  
by Resolution No. 2019-\_\_\_\_\_.

\_\_\_\_\_  
Justin R. Vaske, Assistant City Attorney



**Exhibit A**

**SCOPE OF WORK**

**May 17, 2019**

**City Contract Number 18-C-00003**

**DAVID L. TIPPIN WATER TREATMENT FACILITY CHEMICAL SYSTEM  
IMPROVEMENTS – DESIGN/BUILD**

**PROJECT DESCRIPTION**

The City of Tampa (City) owns and operates the David L. Tippin Water Treatment Facility (DLTWTF) which has a maximum daily rated capacity of 120 million gallons per day (MGD). The Project will involve improvements to the facility, consisting of a new On-Site Sodium Hypochlorite Generation (OSHG) Facility, abandonment and demolition of the existing 90-ton Rail Car Chlorine Storage and Feed System, replacement of the current Anhydrous Ammonia System with an alternate type of ammonia system, rehabilitation of the existing Chemical Pipe Trenches, design/construction of new pipe/utility trenches, and restoration of the Ozone Contactor Basin coatings, interior piping and diffusers. All aspects of this work will be designed and constructed for a maximum daily rated capacity of 140 MGD.

The Project will be completed in three phases. The scope of services provided in this document will include Phase 1 and Phase 2. Phase 1 services include the evaluation of potential alternatives for final design, which will be documented in a Basis of Design Report (BODR) or 30% documents as applicable. Upon acceptance of the BODR, Phase 2 services will follow and include development of 60% design documents, 90% design documents, final (100%) design documents, and development of the guaranteed maximum prices (GMPs) provided at 90% design. Phase 3 Services will include executing the GMPs and construction of the Project.

The goals for Phase 1 and Phase 2 are to develop evaluations, technical memorandums, and design documents to subsequently construct each project component as further detailed in this scope of services.

**PROJECT TEAM**

The Project Team consists of Garney Companies Inc. (Firm) and subconsultants as further identified in the table below: Garney will lead the overall effort providing instruction and direction to the team during all phases of the Project.

**Project Team: Comprises the following Companies**

<b>Company</b>	<b>Company's Project Role(s)</b>	<b>Prime Company (if Subcontractor)</b>
Garney Companies Inc.	Design Build Lead; Overseeing Design, Value Engineering, Construction	N/A
Carollo Engineers, Inc.,	Engineering Lead	Garney Companies Inc.
Electrical Design Associates (EDA)	Electrical Design and Evaluation	Carollo Engineers, Inc.
Masters Consulting	Structural Investigations of Ozone Contactors	Carollo Engineers, Inc.
Wilder Architecture	Architecture Design Subconsultant	Carollo Engineers, Inc.
AREHNA	Geotechnical Investigations	Carollo Engineers, Inc.
Element Engineering Group	Utility, Site Surveying and Mapping during Design	Carollo Engineers, Inc.
GHD	Site Civil Design Subconsultant	Carollo Engineers, Inc.
Cogburn Brothers Electrical	Electrical Site Investigation, Estimating and Constructability reviews	Garney Companies Inc.
Odyssey Manufacturing	Chemical System Value Engineering , Safety, and Layout*. See Tasks 250 and 260.	Garney Companies Inc.

\* Odyssey's Services will be engaged after the Engineer of Record (EOR) has provided a recommendation and the Owner has selected Equipment to be procured for this project.

**Project Elements**

The Project includes the following major tasks:

- Task 100 - Project Management
- Task 200 - Existing Gas Chlorine System Conversion
- Task 300 - Ammonia System Conversion
- Task 400 - Ozone Contactors Evaluation and Repair
- Task 500 - Chemical and Utility Trenches Repair and Extension

The Firm will evaluate Task 200 though Task 500 collectively for proper coordination; and address each component of the respective tasks independently to best serve the facilities existing operations.

**Project Allowances**

Allowances have been developed to assist with meeting the Project's objectives before obtaining a final GMP and represent costs for items not included in the base scope of services but may, nonetheless, be deemed essential to fulfill the Project's objectives.

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

There are three identified uses of the City Allowance as detailed below.

1. Design:

Final design may be affected by an evaluation aspect or workshop discussion. For purposes of scope and fee development, several assumptions have been made and are stated herein. If the City chooses options beyond those included in this scope of services, the Firm shall define and quantify the difference in scope and fee and utilize the City Allowance to complete the remaining design efforts.

2. Procurement Activities:

Process equipment with long lead times, and where early selection will assist the design efforts, will be identified, bid, and purchased in advance of the execution of the GMP agreement. For certain project elements, as determined during Phase 1, early selection will begin following the BODR or the 30% design submittal, as applicable. Lead times will be determined at the 60% design submittal, and a schedule will be prepared identifying when equipment must be selected to meet the mutually agreed construction schedule.

3. Construction and Engineering Services:

During the Ozone Contactor condition assessment subtask, the Contactors will be drained and cleaned for the Firm to conduct inspections. A construction services allowance is provided so that during these downtimes (prior to development of the Ozone GMP), repairs can be implemented on the existing equipment and structures. This will be evaluated by the City and the Firm based on the findings. Depending on the project element under evaluation, preliminary estimates will be prepared for review and work can be performed utilizing the open book method where vendor quotes and cost estimates will be provided for City Approval.

During Phase 1 and as required during Phase 2, an allowance for subsurface utility engineering (SUE) is included to verify and locate existing utilities. This is necessary for proper routing of chemical trenches, placement of new structures, avoiding conflicts, and identifying tie-in locations.

Allowance for Construction Services may be utilized to correct other issues uncovered during the evaluation periods requiring immediate attention or repair. This could include, but may not be limited to, soil depressions, loose pipes, gate repairs, conduits, electrical

issues, etc. This allowance includes Engineering services that may be performed during these Construction services. The scope and fee associated with these efforts will be identified and presented to the City for approval.

## **PROJECT TASKS**

### **Task 100 – Project Management**

#### **Subtask 110 - Kick-off Meeting**

The Firm will arrange a meeting to review the goals and scope of the project, review the schedule and identify critical path issues, and establish communication protocol for the project. The Firm will prepare and distribute an agenda as well as notes of this meeting to all attendees.

#### **Subtask 120 - Project Status Updates**

The Firm will prepare monthly project summary reports and invoicing. The report will summarize the project progress to date, work performed over the previous month, work anticipated for the upcoming month, outstanding items, and a summary of pertinent decisions with action items, recommendations, scope changes, safety reports (including incidents, audits, near misses, and corrective actions).

#### **Subtask 130 - Prepare Project Plan**

The Firm will prepare a Project Plan, which includes a quality management plan, site specific safety plan, staffing plan, initial project schedule, AutoCAD standards, deliverables, and delivery plan. The Firm will prepare a Schedule for Design Services with agreed-upon critical milestones. This schedule will be incorporated into the overall Project Schedule. This Plan will identify information needed to complete the work while establishing the contact information and procedures for the project. This will be provided to the City within 30 days from Notice-to-Proceed.

Also to be included in the Project Plan, the Firm will evaluate opportunities for the Small Business Enterprise Program, engage with the Office of Minority and Small Business Development, identify key components, and encourage early participation, for use during the development of the GMPs.

#### **Subtask 140 - Project Coordination**

The Firm will conduct internal staff coordination, budget and schedule control, coordinate various task activities, and manage/coordinate the work efforts of the subconsultants performing work for or under the direction of the Firm. The Firm is responsible for managing and coordinating the safe work efforts of all project subconsultants in compliance with the Project Plan.

#### **Subtask 150 – Permitting**

The Firm will review and assess all required permitting which may include the National Pollutant Discharge Elimination System (NPDES) and applicable air discharge regulations for permit compliance. Firm will develop a permit matrix and coordinate required local, state, and federal regulatory permits.

Permit applications required for this project will be prepared and submitted by the Firm to the responsible regulatory agency for review. It is anticipated that the following permits will be required:

- A Florida Department of Environmental Protection (FDEP) construction permit.

- Environmental Resource Permit (ERP) for storm water management submitted and approved through the Southwest Florida Water Management District (SWFWMD), if required.
- City of Tampa Construction Service Division (COT CSD) construction permit.
- Florida Department of Health (DOH) Permit to construct public water system components
- Florida DOH – Certificate of Construction Completion and Clearance
- Local site and development permits
- City Fire Alarm Permit
- City Fire Marshal Permit
- Final Project Closeout with FDEP

The Firm will perform the following activities to apply for and obtain permits for the proposed improvements:

- Meetings: The Firm will meet with the FDEP and the COT DSD during the design phase prior to submitting the permit applications to verify the form and content required for the applications.
- FDEP Review: The Firm will receive and respond to Requests for Additional Information (RAIs) from the FDEP regarding the FDEP and ERP permits.
- City of Tampa Construction Service Division (COT CSD): The Firm will provide to Water and Contract Administration Departments drawings along with energy calculations at the 90% design level for a Preliminary Plan Review (PPR) with the CSD. The Firm will respond to all technical comments from CSD resulting from the PPR and will incorporate any comments into the final bid set. Electronically signed and sealed drawings, Certificate of Elevation, calculations and all revised drawings will be provided to the Contract Administration Department for submission to CSD for construction permits.
- Correspondence and Technical Data: The Firm will provide copies to the City of all correspondence and technical data supplied to all agencies in support of all permit applications.
- Permit Fees: City will pay permit fees. For regulatory agency permits, the Firm will notify City's Project Manager of the amount and payee needed for each permit fee required, fifteen (15) business days in advance of permit fee being due.

### Subtask 160 - Quality Assurance/Quality Control

The Firm will provide quality assurance and quality control (QA/QC) reviews throughout the Project. The Firm will utilize the services of senior and/or experienced engineers across the disciplines represented in the final design. Such engineers will make up a consistent QA/QC Team who are sufficiently familiar with the Project throughout the design process while not necessarily routinely engaged in the Project on a day-to-day basis. The QA/QC Team will follow the Firm's QA/QC policies. The QA/QC Team will complete a review during the BODR development, 60% design completion, 90% completion, and 100% design completion stages of the project, prior to submittal to the City.

The Firm will staff the project with highly experienced team members qualified to perform the design and construction work. Key Staff Members will have significant interaction with the City and all revisions or changes to the identified Key Staff Members will be formally submitted to the City for its assessment of equivalent experience and Approval.

Company	Key Staff Members and Role(s)
Garney Companies Inc.	Tim Behler, Principle In Charge
Garney Companies Inc.	Scott Reuter, Regional Manager
Carollo Engineers, Inc.	Larry Elliott, Design Project Manager
Electrical Design Associates (EDA)	Bill Nelson, Electrical Engineer
Masters Consulting	Jim Mehlretter, Lead Structural Engineer
Wilder Architecture	Eric Rice, Lead Architect

Additional team members have been identified and listed below for select design disciplines and positions. While these individuals are not wholly assigned to the project, they are anticipated to contribute expertise throughout the applicable stages of design and construction.

Company	Staff Members and Role(s)
Garney Companies Inc.	Jason Walker, Senior Design Project Manger
Garney Companies Inc.	Rico Arus, Superintendent
Garney Companies Inc.	Eric Wagner, Chief Estimator
Carollo Engineers, Inc.	Amanda Bauner, Design - Quality Control/Assurance
Carollo Engineers, Inc.	Vincent Hart, Senior Process Design Engineer
Carollo Engineers, Inc.	Jim Gallovich, Senior Process Design Engineer

Carollo Engineers, Inc.	Ron Joost, Senior Process Design Engineer (Ozone)
Carollo Engineers, Inc.	Dean Milton, Lead Design Engineer
Carollo Engineers, Inc.	Tyler Smith, Process Design Engineer
Carollo Engineers, Inc.	Sarah Burns, Chemical Feed/Hydraulics
Carollo Engineers, Inc.	Jose Rojas, Yard Piping
Carollo Engineers, Inc.	Rich Warner, Lead Structural Engineer (Chemical Systems)
Carollo Engineers, Inc.	Norm Anderson, Lead I&C Engineer
Carollo Engineers, Inc.	Mark Pellish, Electrical QA/QC (supporting EDA)
Carollo Engineers, Inc.	Chad Green, HVAC/Plumbing
Carollo Engineers, Inc.	Sarah Burns, Permitting
Carollo Engineers, Inc.	Steve Snell, Start-Up Support/O&M Manuals

## **Task 200 – Existing Gas Chlorine System Conversion**

### **Subtask 210 – Data Collection and Analysis**

The Firm will collect and review historical plant documentation including costs, record drawings, specifications, and operation and maintenance manuals. For Chemical Feed and Storage design, the Firm will collect historical chemical dosing and plant flow data. City will provide a list of current and future projects to be completed at the DLTWTF for construction sequencing considerations.

### **Subtask 220 – On-Site Sodium Hypochlorite Generation (OSHG) System Alternatives Evaluation**

A comparison evaluation of low strength (0.8%) sodium hypochlorite generation equipment manufacturers will be presented to the City to guide the development of the basis of design. The evaluation will consider equipment sizing requirements, design criteria requirements, system footprint and layout, safety, personnel requirements, maintenance requirements, redundancy, reliability, operational flexibility, operational costs, capital costs, and demonstrated performance/track record in the industry.

The Firm will organize one or more workshops with representatives from major manufacturers of OSHG systems to explain recent advances in this technology. The City will attend these workshops with the Firm to understand the pros and cons and general characteristics of each system.

Following the workshop(s), one or more site visits will be made to further refine operational and maintenance considerations through discussions with owners and operators of said facilities.

The Firm will evaluate repurposing the existing Rail Car Building. The Firm will evaluate locations for tank storage of brine and sodium hypochlorite. The Firm will also evaluate delivery options as necessary for the new system. Locations will be evaluated based on safety guidelines, future needs, and site utilization, in addition to the existing Storm Water Pollution Prevention Plan (SWPPP) planning. Tank sizing, containment, alarming systems, fabrication, and materials of construction will also be reviewed with the system suppliers and the City.

The Firm will prepare a Technical Memorandum (TM) summarizing the findings of the evaluation and make a manufacturer recommendation.

#### **Meetings and Deliverables:**

- Draft OSHG Evaluation TM
- OSHG Budget Evaluation
- OSHG Evaluation Review Workshop
- Final OSHG Evaluation TM

Upon submission of the draft OSHG Evaluation TM (in PDF and/or Word Format), a workshop to include the Firm and the City will be held to discuss and review findings. The OSHG Evaluation TM will then be finalized based on the review comments provided by the City. The final TM will be used for the development of the OSHG Basis of Design Report (BODR) detailed further in Task 250.

### **Subtask 230 – Electrical Distribution Evaluations and Recommendations**

The purpose of this task is to determine and document the most reliable and economical means to supply and distribute power for the elements of the Project while considering existing infrastructure and future improvements to the DLTWTF. The goal in evaluating anticipated future overall needs will be to better coordinate the electrical work for the Project with the electrical aspects of those future needs. Additional issues identified from a review of the recent Group Schneider Coordination Study that pertain specifically to the needs of the Project will be addressed as part of this subtask while considering other likely future power needs at the DLTWTF.

The work under this subtask is divided into two parts:

- Electrical Distribution Investigation and Data Collection
- Power Distribution Analysis and Development of Recommendations

The following outlines the work elements to be completed by the Firm for each phase:

Electrical Distribution Investigation and Data Collection: A kickoff meeting will be scheduled and held at the DLTWTF to review electrical objectives and review future projects that should be considered during the Project. The meeting will review the overall project goals, critical success factors, scope of work, schedule, and expectations.

In order to quantify the reliability of the utility power service to the facility, a meeting will be held with the local electric utility – Tampa Electric Company (TECO) to discuss the condition of the existing power feeds, reliability, transformer capacity, overall infrastructure, and redundancy of existing service feeds to the DLTWTF. Input from TECO will be sought as it relates to the condition of the existing power feeds, transformer capacity, and overall infrastructure. Information on any proposed modifications or updates to their system, including revised available fault currents or changes to the existing service will be requested. Additionally, a billing summary will be obtained from the City and analyzed with respect to peak demand values over the last three years, historical usage, energy rates, and any potential savings opportunities. A load analysis of the existing and future anticipated plant loads will be conducted to verify existing utility feeds and standby power systems are sufficient to handle planned facility loading based on the additional loads of the Project. Site investigations will be performed to investigate the existing equipment conditions at the facility as it relates to the Project.

City to provide the following for use by the Firm:

- Any City preferences on how the existing electrical system is operated as it pertains to the scope of the Project.
- Guidance on Standby Power System related to:
  - Criteria for fuel storage
  - Load shedding options
  - Improvements for operation and monitoring

Power Distribution Analysis and Development of Recommendations: Firm will evaluate the condition, reliability, and capacity of the existing electrical and standby power systems, including review and update of 15KV single line diagrams. Firm will develop proposed approach for electrical system upgrades for the Project while considering likely future needs at the plant. An

initial set of project recommendations will be generated and organized in terms of criticality incorporating the proposed improvements. Planning level cost estimates will be provided for the improvements recommended in support of this Project. Initial recommendations will be broken into the following key areas focusing on reliability, redundancy, and safety aspects:

- TECO Utility Supply
- Standby Power and Fuel Systems
- 15KV Power Distribution
- Proposed Loads Power Distribution
- Electrical Safety and Maintenance

The Electrical Distribution TM will be organized as follows:

- Executive Summary
  - Electrical system background information and system overview
  - Summary of Recommendations
- Power Distribution System
  - Design and Reliability Criteria
  - System Evaluation
  - Single Line Diagrams (Existing and Proposed)
  - Constructability and Maintenance of Operations
- Major Electrical Equipment Conditional Assessments for equipment related to this Project.
- Planning Level Cost Estimates

The draft and final Electrical Distribution TMs will be provided to the City in in PDF and/or Word Format for review. A review meeting to discuss comments of the draft TM will be held at the DLTWTF. The final Electrical Distribution TM will serve two purposes: First, those aspects of the electrical distribution system that are related to the Chemical System Improvement project will be incorporated into the OSHG Basis of Design Report. Second, the remaining aspects of the evaluation, which will pertain to future improvements, will not be incorporated into the OSHG BODR; instead, the findings, conclusions and recommendations will be utilized by the Water Department to assist it in making informed decisions regarding the electrical aspect of the future improvements. The design efforts include 15KV power distribution to the project facilities, dual 480V pad mounted transformers, 4000-amp dual ended draw-out switchgear. Other potential improvements identified in the Electrical Distribution TM and/or the Group Schneider Coordination Study and which are not be specifically required for this project (i.e., 15KV Switchgear, Generators, and Loop modifications) may be included in this Project via an amendment and/or allowance.

**Meetings and Deliverables:**

- Electrical Distribution Kickoff Meeting
- Draft Electrical Distribution TM
- Electrical Distribution TM Review Meeting
- Final Electrical Distribution TM

**Subtask 240 – Not Used**

### **Subtask 250 - Prepare OSHG Basis of Design Report**

Upon City review and approval of the selected OSHG manufacturer, the Firm shall prepare the OSHG BODR that will include the following elements:

- Design criteria for feed pumps, valves, generation equipment, and other project elements
- Storage and supply requirements
- Recommendations including construction phasing and sequencing plan to facilitate continued treatment and production of finished water
- Temporary systems required
- Geotechnical considerations
- Process equipment selections and equipment lists
- Process flow diagrams
- Preliminary Process and Instrumentation Diagrams (P&IDs)
- Three-dimensional (3D) mechanical piping and major process piping layouts
- A Chemical Building Long-Term Usage Plan depicting the layout of the OSHG equipment as well as current and planned chemical storage/feed systems, electrical rooms, a pilot plant room, indoor compressor room, and exterior compressors near the Chemical Building, and other possible uses of the Chemical Building as may be identified by the City. The goal of this task is to identify the future use of the building in the most economical and maintenance friendly manner.
- Recommendations for feeding sodium hypochlorite (and ammonia) into the flow stream downstream of the filters and upstream of the Clearwell systems.
- Project Schedule
- Opinion of Probable Construction Cost

Prior to delivery of the Draft OSHG BODR, the Firm will prepare a Pre-selection Equipment Package to obtain specific equipment layouts as provided from each generator equipment manufacturer and preliminary manufacturer costs. It is intended the Design Phase will include early procurement to secure a commitment with the selected system provider. This will facilitate design around vendor specific requirements and accelerate the delivery schedule for the equipment.

The level of effort for the development of the OSHG BODR and Pre-selection Equipment Package is associated with a low strength (0.8%) sodium hypochlorite generation system.

The Firm will conduct an OSHG BODR review meeting with the City staff to review the submitted in PDF and/or Word Format draft report. City will assist Firm in scheduling the review meeting to be held within ten (10) business days after submittal of the draft report. The Firm will prepare and facilitate a PowerPoint presentation of the draft OSHG BODR components for review during the meeting for City comments. The resolution to the comments will be produced in the meeting notes prepared by the Firm prior to finalizing the report. Following the review meeting, the Firm will furnish three (3) hard copies and one (1) electronic PDF copy of the final BODR. The OSHG BODR will be a 30% design submission.

### Meetings and Deliverables:

- Pre-Selection Equipment Package
- Draft OSHG BODR
- OSHG BODR Reviewing Meeting
- Final OSHG BODR

### Subtask 260 – Design Services

The Firm will complete 60%, 90%, and 100% design plans to include (3D) representations and detailed drawings, technical specifications, and typical details to reflect the findings from the BODR. The design will include drawings depicting the entire Chemical Building and any agreed upon retrofit and modifications to that building to support the OSHG improvements, as well as building modernization and upgrades agreed to by the City.

The level of effort required for the development of the design is predicated upon the assumption that a low strength On-Site Sodium Hypochlorite Generation system will be implemented, along with its associated storage and feed systems, and that the mechanical and electrical components associated with this system can fit within the existing Chemical Building. Likewise, that brine and sodium hypochlorite storage will be located in a new containment area just northwest of the existing Chemical Building; and that the existing chlorine and ammonia injection points at the clearwell and/or filtered effluent piping will be maintained and the new design terminates at the existing injection points.

Design associated with the OSHG system will commence as a separate design package from the remaining Tasks 300 through 500 associated with this project, but the interrelationships between the design elements (OSHG, new Ammonia System, and the Chemical/Utility Trenches) will be defined on the drawings to facilitate coordination between these work elements.

The Firm will adhere to its own computer-aided design drawing (CADD) standards for preparing the development of construction plans and will provide the City with applicable plot files, along with final electronic file copies of the record drawings, upon project completion. Final design drawings will be provided electronically as Adobe PDF, AutoCAD 2D, and 2017 AutoCAD Civil 3D and Revit files. Preparation of Technical Specifications will be included as Word and PDF.

The Firm will perform the following activities for Design Services:

- » Sequence of Construction Meeting: The Firm, along with the City, will attend a meeting to establish the sequence of construction activities. This meeting will be scheduled prior to the delivery of the 60% documents.
- » 60% Design Submittal: The Firm will provide a 60% Design Submittal based on the Final OSHG BODR approved by the City. The 60% Design Submittal will include:
  - Draft equipment shop drawings for all major Project components and functional descriptions for OSHG System and Controls.
  - Drawings for General, Civil, Landscape, Architectural, Structural, Mechanical, HVAC, Plumbing, Electrical, and Instrumentation design. Drawings will include, but

not limited to, site plans for demolition, construction staging, final site layout, landscaping, and irrigation plan and profile drawings for the bulk tank containment area, building elevations, major sections and details, electrical one-line diagrams, telemetry network diagram, P&ID, panel I/O lists, and schedules for finishes, doors, windows, louvers, columns and beams, HVAC equipment, plumbing fixtures, lighting fixtures and panels, conduit and cable, and electrical distribution. Survey information will also be presented on the drawings.

- Technical Specifications
  - Structural design components will include the following:
    - Bulk Sodium Hypochlorite and Brine Storage Tank area.
    - Existing building renovations.
  - Value Engineering and Constructability Reviews will be performed by the City and the Firm. Value Engineering ideas and concepts will be presented in a log and discussed at the 60% Design Review Meeting. Agreed upon ideas and concepts will be incorporated into the comments and next design phase.
  - Opinion of Probable Construction Cost
  - Preliminary Construction Schedule
- » 90% Design Submittal: The Firm will prepare a 90% Design Submittal based on the comments received at the 60% Design Review Meeting with the City. The 90% Design Submittal will include:
- Final equipment shop drawings for early procurement items that will include updated versions of the 60% documents with all schedules and specifics for this project.
  - Drawings for General, Civil, Landscape, Architectural, Structural, Mechanical, HVAC, Plumbing, Electrical, and Instrumentation design. Drawings will include updated 60% documents along with all remaining details, notes, legends, and complete control panel wiring diagrams and panel elevations.
  - Value Engineering and Constructability Reviews
  - Anticipated Construction Schedule for the proposed OSHG system and facilities.
  - Detailed Sequence of Construction to minimize or eliminate bypass pumping
  - Opinion of Probable Construction Cost
  - Technical Specifications

- » 100% Design Submittal: The Firm will prepare a final 100% Design Submittal based on the comments received at the 90% Design Review Meeting with the City. A set of signed and sealed plans will also be submitted.
- » Review Meetings: The Firm will prepare final design submittals and conduct review meetings at the 60% and 90% milestones in the design process. The Firm will submit the items to be reviewed to the City's Project Manager for distribution. The City will assist the Firm in scheduling a review meeting to be held within fifteen (15) business days after the submittal date, during which time the City will provide comments and concerns to be discussed with the Firm at the review meeting. The Firm will review each comment and, if not sufficiently resolved during the meeting, respond back to the City in writing to fully address and/or provide alternatives for any unresolved comment(s) provided in the review meeting.
- » Site Evaluation Inspection Meeting: The Firm will meet with the City at the DLTWTF after the 60% drawings are produced to confirm layouts and locations of temporary facilities and permanent additions and changes to the proposed site. This task will be required to finalize the planning and sequencing of construction activities.

#### **Meetings and Deliverables:**

- Sequence of Construction Meeting
- 60% Design Review Meeting
- Site Evaluation Inspection Meeting
- 90% Design Review Meeting
- One (1) PDF file copy of all technical specifications, drawings and equipment shop drawings of the 60%, 90%, and 100% design submittals.
- One (1) PDF file copy of the Opinion of Probable Construction Cost and Preliminary Construction Schedule with the 60% Design Submittal.
- One (1) PDF file copy of the Opinion of Probable Construction Cost and Construction Schedule with the 90% Design Submittal
- 100% Design Submittal drawing set, digitally signed and sealed drawing set (PDF, AutoCAD 2D, 2017 AutoCAD Civil 3D and/or Revit, three (3) bound copies (11" x 17"))

#### **Subtask 270 – Early Procurement Packages and Allowances**

A City allowance has been included to allow the Firm to issue Purchase Orders for equipment with long lead times in advance of the execution of the GMP agreement. Equipment lead times will be determined at the 60% design phase and a schedule will be prepared that details when equipment will need to be ordered to meet the mutually agreed construction schedule. The following equipment will be purchased using the City allowance:

- OSHG System including ancillary equipment
- Storage Tanks

Equipment procurement releases shall be based on final approved shop drawings. Firm will be responsible for delivery, proper storage, security, and maintenance of all equipment. Equipment

purchased in advance of the GMP and construction shall be subject to the same warranty periods specified in the Contract Documents.

### **Subtask 280 – GMP Development**

The Firm will prepare and submit a Construction Proposal based on the 90% Design Submittal as approved by the City in Subtask 260 hereof, and any other documents upon which the parties may agree. The Firm shall submit a GMP proposal (the "Proposal") to the City within forty-five (45) calendar days after approval of the 90% construction documents.

Prior to the development of the work packages, the Firm will meet with the City's Minority and Small Business Development Office (MBDO) to discuss the project and identify opportunities for the Small Business Enterprise (SBE) program. An agreed upon MBDO percentage goal for the construction of Task 200 of the Project will be established, and work packages will be developed to encourage participation.

The Firm will develop work packages for subcontractors, based on the approved 90% complete Construction Documents, and identify qualified bidders for each work package. A copy of this will be forwarded to the City. The work packages will be advertised, and a pre-bid meeting will be held at the project site. A bid date will be established for the work packages and a bid opening will be conducted with the City at the project site. The Firm will evaluate all bids and compile the recommendations into the GMP Proposal. The Firm will schedule a meeting with the City to review the Firm's recommendations and GMP Proposal. Firm will provide open book estimates for all work packages the Firm intends to self-perform. The work packages will be reviewed and negotiated as part of the GMP Proposal. The GMP Proposal shall include the following, unless the parties mutually agree otherwise:

- A Guaranteed Maximum Price for completion of this task.
- Project Schedule and date of Substantial Completion for this task
- Construction Documents from which the GMP for this task is based.

### **Meetings and Deliverables:**

- Minority and Small Business Goal Meeting
- OSHG System Bid Packages
- GMP Proposal Review Meeting
- GMP Proposal (electronic PDF)

## Schedule

Below is a schedule for Task 200:

Item/Milestone	Calendar Weeks from NTP
Data Collection & Analysis	2
Draft OSHG Evaluation TM	6
OSHG Budget Evaluation	8
OSHG Evaluation Review Workshop	8
Final OSHG Evaluation TM	10
Electrical Distribution Kickoff Meeting	10
Draft Electrical Distribution TM	18
Electrical Distribution TM Review Meeting	22
Final Electrical Distribution TM	24
Pre-Selection Equipment Package	14
Draft OSHG BODR	18
OSHG BODR Reviewing Meeting	20
Final OSHG BODR	22
Sequence of Construction Meeting	22
60% Design Submittal	33
60% Design Review Meeting	35
Site Evaluation Inspection Meeting	35
90% Design Submittal	46
90% Design Review Meeting	48
100% Design Submittal	52
Minority and Small Business Goal Meeting	49
OSHG System Work Packages	50

Advertised Work Packages	51
Pre-Bid Meeting	52
Bid Opening	55
GMP Proposal	56
GMP Proposal Review Meeting and Final Approval	57

## **Task 300 – Ammonia System Conversion**

### **Subtask 310 – Data Collection & Analysis**

The Firm will collect and review historical plant documentation including costs, record drawings, specifications, and operation and maintenance manuals. For chemical feed and storage design, the Firm will collect historical chemical dosing and plant flow data.

### **Subtask 320 – Ammonia System Evaluation**

The conversion of the existing Gaseous (anhydrous) Ammonia System to an alternative ammonia system. The scope includes the evaluation of dry and liquid versions of ammonium sulfate and ammonium hydroxide. Comparison and considerations for the evaluation shall include differences in equipment, layout, safety, personnel requirements, maintenance requirements, redundancy, operational flexibility, operational costs, and capital costs.

The Firm will prepare Draft and Final Ammonia System Conversion Evaluation TMs summarizing the findings of the evaluation and make recommendations for implementation for the City's review and consideration. A workshop will be held to review the findings and recommendations of the draft TM. Upon review and approval of the draft, the TM will be finalized.

#### **Meeting and Deliverables:**

- Draft Ammonia System Conversion Evaluation TM
- Ammonia System Conversion Budget Evaluation
- Ammonia Evaluation Review Workshop
- Final Ammonia System Conversion Evaluation TM

### **Subtask 330 – Prepare Ammonia System Basis of Design Report**

Upon City review and selection system of a recommended ammonia delivery system, the Firm shall utilize develop a BODR that will include the following elements:

- Design criteria for feed pumps, piping, and storage tanks
- Preliminary process and instrumentation diagram (P&ID)
- Piping and tank layout
- Access plan for deliveries
- Recommendations for maintaining existing operations during Construction
- Project Schedule
- Opinion of Probable Construction Cost

The level of effort for development of the BODR is associated with the selection of a bulk storage Liquid Ammonium Hydroxide System or an Ammonium Sulfate system.

The Firm will conduct a BODR review meeting with the City staff to review the submitted Draft Ammonia System Conversion BODR. The City will assist Firm in scheduling the review meeting to be held within ten (10) business days after submittal of the draft report. The Firm will prepare and facilitate a PowerPoint presentation of the draft BODR content during this meeting and will receive comments. The resolution to the comments will be produced in the meeting notes by the Firm prior to finalizing the report. Following the review meeting, the Firm will furnish three (3)

hard copies and one (1) electronic PDF copy of the Final Ammonia System Conversion BODR as the 30% design submission.

### Meetings and Deliverables

- Draft Ammonia System Conversion BODR
- Ammonia System BODR Reviewing Meeting
- Final Ammonia System Conversion BODR

### Subtask 340 – Design Services

The Firm will complete 60%, 90%, and 100% design plans to include 3D representations and detailed drawings, technical specifications, and typical details from the Final Ammonia System Conversion BODR. Design drawings and technical specifications will be prepared using Firm's standards.

The complete Ammonia System design will include drawings depicting any agreed upon demolition, retrofit and modifications to the existing tanks and piping. The level of effort for this design is associated with the selection of a bulk storage Liquid Ammonium Hydroxide or an Ammonium Sulfate system.

Design work for the Ammonia System Conversion will commence as a separate segment of the project, but the interrelationships between the design elements (OSHG, new Ammonia System, and the Chemical/Utility Trenches) will be defined on the drawings to facilitate coordination.

The Firm will adhere to its own computer-aided design drawing (CADD) standards for preparing the development of construction plans and will provide the City with the applicable plot files along with final electronic file copies of the record drawings upon project completion. Final design drawings will be provided electronically in Adobe PDF, AutoCAD 2D, and 2017 AutoCAD Civil 3D and Revit files. Preparation of Technical Specifications will be included in Word and PDF.

The Firm will perform the following activities to complete the final design of the project:

- » Sequence of Construction Meeting: The Firm, along with the City, will conduct a meeting to finalize the sequence of construction activities. This meeting will be scheduled prior to the delivery of the 60% documents.
- » 60% Design Submittal: The Firm will provide a 60% submittal based on the BODR approved by the City. The 60% submittal will include:
  - Technical Specifications
  - Draft equipment shop drawings for all major project components and functional descriptions for Ammonia System and Controls.
  - Drawings for General, Civil, Landscape, Architectural, Structural, Mechanical, HVAC, Plumbing, Electrical, and Instrumentation design. Drawings will include, but not limited to, site plans for demolition, construction staging, final site layout, plan and profile drawings for the bulk tank containment area, major sections and details, electrical one-line diagrams, telemetry network diagram, P&ID, panel I/O lists, and schedules for finishes, HVAC equipment, plumbing fixtures, lighting fixtures and

panels, conduit and cable, and electrical distribution. Survey information will also be presented on the drawings.

- Structural design components will include the following:
    - Bulk Storage Tank area.
  - Value Engineering and Constructability Reviews will be performed by the City and the Firm. Value Engineering ideas and concepts will be presented in a log and discussed at the 60% Design Review Meeting. Agreed upon ideas and concepts will be incorporated into the comments and next design phase.
  - Opinion of Probable Construction Cost
  - Preliminary Construction Schedule
- » 90% Design Submittal: The Firm will prepare a 90% Design Submittal based on the comments received at the 60% Design Review Meeting with the City. The 90% Design Submittal will include:
- Final equipment shop drawings that will include updated versions of the 60% documents with all schedules and specifics for this project completed.
  - Drawings for General, Civil, Landscape, Architectural, Structural, Mechanical, HVAC, Plumbing, Electrical, and Instrumentation design. Drawings will include updated 60% documents along with all remaining details, notes, legends, and complete control panel wiring diagrams and panel elevations.
  - Anticipated Construction Schedule for the proposed Ammonia System and facilities.
  - Value Engineering and Constructability Reviews
  - Opinion of Probable Construction Cost
  - Detailed sequence of construction to minimize or eliminate bypass pumping
  - Technical Specifications
- » 100% Design Submittal: The Firm will prepare a final 100% Design Submittal based on the comments received at the 90% Design Review Meeting with the City. A set of signed and sealed plans will also be submitted.
- » Review Meetings: The Firm will prepare design submittals and conduct review meetings at the 60% and 90% milestones in the design process. The Firm will submit the items to be reviewed to the City's Project Manager for distribution. The City will assist the Firm in scheduling a review meeting to be held within fifteen (15) business days after the submittal date, during which the City will provide comments and concerns to be discussed with the Firm at the review meeting. Firm will review each comment and, if not

sufficiently resolved during the meeting, respond back to the City in writing to fully address and/or provide alternatives for any unresolved comment(s) provided in the review meeting.

- » Site Evaluation Inspection: The Firm will meet with the City at the DLTWTF after the 60% drawing documents are produced to confirm layouts and locations of temporary facilities and permanent additions and changes to the proposed site. This task will be required to finalize the planning and sequencing of construction activities.

#### **Meetings and Deliverables:**

- Sequence of Construction Meeting
- 60% Design Review Meeting
- Site Evaluation Inspection Meeting at the Facility
- 90% Design Review Meeting
- One (1) PDF file copy of all technical specifications, drawings and equipment shop drawings of the 60%, 90%, and final design submittals.
- One (1) PDF file copy of the Opinion of Probable Construction Cost and Preliminary Construction Schedule with the 60% Design Submittal.
- One (1) PDF file copy of the Opinion of Probable Construction Cost and Construction Schedule with the 90% Design Submittal.
- 100% Design Submittal

#### **Subtask 350 – Early Procurement Packages and Allowances**

A City allowance has been included to allow the Firm to issue Purchase Orders for equipment with long lead times in advance of the execution of the GMP agreement. Equipment lead times will be determined at the 60% design phase and a schedule will be prepared that details when equipment will need to be ordered to meet the mutually agreed construction schedule. It is anticipated the following equipment will be purchased using the City allowance:

- Ammonia System including ancillary equipment
- Storage Tanks

Equipment purchases shall be based on final approved shop drawings. Firm will be responsible for delivery, proper storage, security, and maintenance of all equipment. Equipment purchased in advance of the GMP and construction shall be subject to the same Warranty periods specified in the contract documents.

The allowance also includes additional design components beyond the base design.

#### **Subtask 360 – GMP Development**

The Firm will prepare and submit a Construction Proposal based on the 90% Design Submittal as complete Construction Documents approved by the City in Subtask 340 hereof, and any other documents upon which the parties may agree, Firm shall submit a GMP proposal (the "Proposal") to the City within forty-five (45) calendar days after approval.

Prior to the development of the work packages, the Firm will meet with the City's Office of Minority and Small Business Development department to discuss the project and identify opportunities for the Small Business Enterprise (SBE) program. An agreed upon SBE

percentage for the construction of Task 300 will be established and work packages will be developed to encourage participation.

The Firm will develop work packages for subcontractors, based on the approved 90% complete Construction Documents, and identify qualified bidders for each work package. A copy of this will be forwarded to the City. The work packages will be advertised and a pre-bid meeting will be held at the project site. A bid date will be established for the work packages and a bid opening will be conducted with the City at the project site. The Firm will evaluate all bids and compile the recommendations into the GMP Proposal. The Firm will schedule a meeting with the City to review the Firm's recommendations and GMP Proposal. The Firm will provide open book estimates for all work packages the Firm intends to self-perform. The work packages will be reviewed and negotiated as part of the GMP Proposal. The GMP Proposal shall include the following, unless the parties mutually agree otherwise:

- A Guaranteed maximum Price for completion of this task project element.
- An updated Project Schedule and date of Substantial Completion of the Project upon which the Lump Sum Price for the Project is based.
- Project Schedule and date of Substantial Completion for this task
- Construction Documents from which the GMP for this task is based

**Meetings and Deliverables:**

- Minority and Small Business Goal Meeting
- Ammonia System Bid Packages
- Pre-Bid Meeting
- Bid Opening
- GMP Proposal Review Meeting
- GMP Proposal (electronic PDF)

**Schedule**

Below is a schedule of the major deliverables for Task 300:

Deliverable	Calendar Weeks from NTP
Data Collection and Analysis	2
Draft Ammonia System Conversion Evaluation TM	6
Ammonia System Budget Evaluation	8
Ammonia Evaluation Review Workshop	8
Final Ammonia System Conversion Evaluation TM	10
Draft Ammonia System Conversion BODR	13
Draft Ammonia System BODR Reviewing Meeting	15
Final Ammonia System Conversion BODR	16

Sequence of Construction Meeting	16
60% Design Submittal	22
60% Design Review Meeting	24
Site Evaluation Inspection Meeting	24
90% Design Submittal	28
90% Design Review Meeting	30
100% Design Submittal	32
Minority and Small Business Goal Meeting	31
Ammonia System Work Packages	32
Advertise Work Packages	33
Pre-Bid Meeting	34
Bid Opening	37
GMP Proposal	38
GMP Proposal Review and Final Approval Meeting	39

## **Task 400 - Ozone Contactors Evaluation and Repair**

### **Subtask 410 – Data Collection**

The Firm will collect and review historical plant documentation including costs, record drawings, specifications, and operation and maintenance manuals. Documentation and/or photos as provided by the City from previous evaluations or condition assessments conducted within the Ozone Contactors shall be reviewed. The City shall assist in providing a list of current and future projects to be completed at the DLTWTF for construction sequencing considerations.

### **Subtask 420 – Ozone Contactor Condition Assessments**

An on-site assessment of the exterior and interior condition of the two (2) Ozone Contactors will be conducted. The City will provide existing inspection reports and previous coating studies. The City will take one train of the existing Ozone System out of service at a time by draining and clean the interior for inspection. Elements to be evaluated include the interior and exterior coating systems, interior walls, floor, and ceiling (each assessed for structural deterioration and restoration), and the interior piping, pipe supports, and diffuser assemblies. The results of these assessments, along with alternatives for suitable repairs, will be presented and discussed in a workshop, after which recommendations will be formulated and presented in a technical memorandum.

Off-gassing of ozone at the outlet of the Contact Basins has been a reported problem. The Firm will assess the likely causes of this problem and develop candidate solutions which may be feasibly addressed during the associated improvements to each Ozone Contactor without extensive renovation of the ozone off-gas destruct system.

The Firm will convey to the City any findings, summarized in a TM, which require repair or design modifications.

### **Subtask 430 – Ozone Contactors Evaluation Technical Memorandum**

The Firm will prepare a Draft Ozone Contactor & Basin technical memorandum (TM) that summarizes the findings of the Ozone Contact Basins' evaluation, identifies suitable alternatives for repair, and makes recommendations for an overall retrofit of the interior and exterior of the Contact Basins. A workshop (noted above) will be held to review the findings and recommendations. Upon City review and approval, the Firm shall finalize the TM, which will include:

- Findings from the engineering evaluations, including the need for replacement of damaged or deteriorated diffusers, piping, and pipe/diffuser support systems.
- Alternative coating system options, pros/cons, schedule comparisons, and costs for both the internal and external coating systems
- Preliminary construction schedule including a sequencing plan to accomplish the work while maintaining continuous plant operations at desired capacities
- Estimated costs for the repairs

A workshop will be held to review the findings and recommendations of the draft TM. Upon review and approval, the TM will be finalized.

### **Meeting and Deliverables:**

- Draft Ozone Contactor Evaluation TM

- Ozone Contactor Evaluation Review Workshop
- Final Ozone Contactor Evaluation TM

#### **Subtask 440 – Design Services**

The Firm will prepare engineering plans and technical specifications for the Ozone Contactor rehabilitation as prescribed and recommended in the TM. The design will include details of the internal and external coating materials, repair techniques, and application requirements, as well as drawings depicting the ozone sample drain and piping. Diffuser System failures will be identified by the Firm and necessary repairs will be included in the design documents. It is assumed limited design drawings and specifications will be necessary. The above-described effort represents the basic services assumed necessary from the anticipated condition of the Ozone Contactors.

The evaluation may reveal that additional design efforts are necessary and exceed what was anticipated. As a result, a City authorized allowance has been included should the extent of repairs to the Ozone Contact Basins and internal equipment be substantially greater than assumed in the basic scope of services. This design allowance budgets and assumes up to 30% of the Ozone Contactor interior concrete surfaces require significant structural repair and 20% of the diffusers, piping, and pipe supports need replacing.

The Firm will adhere to its own computer-aided design drawing (CADD) standards for preparing the development of construction plans and will provide the City with the applicable plot files along with final electronic file copies of the record drawings upon project completion. Final design drawings will be provided electronically in Adobe PDF format, AutoCAD 2D, and 2017 AutoCAD Civil 3D and Revit files. Preparation of Technical Specifications will be included in Word and PDF format.

#### **Meetings and Deliverables:**

- One (1) PDF file copy of technical specifications for Coatings, diffuser and piping replacement details with typical pipe supports as necessary to supplement the Technical Memorandum provided in Subtask 430.
- One (1) PDF file copy of the Opinion of Probable Construction Cost and Preliminary Construction Schedule.

#### **Subtask 450 – GMP Development**

The Firm will prepare and submit a Construction Proposal based on the TM and Specifications with details approved by the City in Subtask 440 hereof, and any other documents upon which the parties may agree. The Firm shall submit a GMP proposal (the "Proposal") to the City within forty-five (45) calendar days after approval for additional work not exercised under the allowances. The Firm will provide open book estimates for all work packages the Firm intends to self-perform. The work packages will be reviewed and negotiated as part of the GMP Proposal. A copy of the packages will be forwarded to the City. Subcontractor work packages will be prepared and provided to qualified bidders for evaluation and inclusion into the Final Proposal. The GMP Proposal shall include the following, unless the parties mutually agree otherwise:

- A proposed Lump Sum Price for completion of this project element.

- An updated Project Schedule and date of Substantial Completion of the Project upon which the Lump Sum Price for the Project is based.

**Meetings and Deliverables:**

- Ozone Contactor Bid Packages
- Pre-Bid Meeting / Site Visit with Pre-Qualified Bidders
- Bid Opening
- GMP Proposal Review Meeting
- GMP Proposal (electronic PDF)

**Schedule**

Below is a schedule of the major deliverables for Task 400:

Deliverable	<sup>1</sup> Calendar Weeks from NTP
Data Collection & Analysis	2
Condition Assessments	4
Draft Ozone Contactor Evaluation TM	7
Ozone Contactor Evaluation Review Workshop	8
Final Ozone Contactor Evaluation TM	9
Material Specifications and Details Submittal	14
Ozone Contactor Bid Packages	21
Advertise Bid Packages	22
Pre-Bid Meeting / Site Visit with Pre-Qualified Bidders	23
Bid Opening	26
GMP Proposal	27
GMP Review and Final Approval	28

<sup>1</sup> Durations will be modified to fit Operation's shutdown schedules

## **Task 500 – Chemical and Utility Trenches Repair and Extension**

### **Subtask 510 – Data Collection**

The Firm will collect and review historical plant documentation including costs, record drawings, specifications, and operation and maintenance manuals. For the pipe and utility trench design, the Firm will collect information regarding existing chemical piping routing and condition, anticipated future chemical piping or replacement of existing chemical piping, and existing and planned utility piping (i.e., plant service water, air piping), and electrical conduits.

### **Subtask 520 – Chemical and Utility Trenches Evaluations and Condition Assessment**

The Firm will complete an evaluation of the entire chemical and utility trenching systems at the DLTWTF, along with field assessments to document the condition and functionality of these systems. As part of this Project, future chemical and utility systems will be considered in the design. Rehabilitated and new trenches will be recommended to meet the long-term needs at the plant. The design will assume that any replacement or new trenches will be largely precast concrete or fiberglass materials.

The Firm will work with the City to identify and fast track critical elements of the Chemical and Utility Trench scope of work for immediate replacement to maintain plant operations.

Consideration will be given to evacuation of rainwater and chemical spills from the trenches, chemical compatibility, safety, access to pipes, valves, conduits, etc. for maintenance, repair and replacement, containment, vehicular traffic, costs, and sequencing the work to allow uninterrupted plant operations and water production at desired quantities. The Firm will bring to the City's attention existing confined spaces observed in the course of the work and will discuss with the City measures to minimize or eliminate these confined spaces included as part of this project.

Existing grading will be verified with a site survey. Existing yard piping, and electrical conduits and duct banks will be verified with subsurface utility engineering (SUE). A City Allowance is included to perform SUE work activities and clean existing trenches where necessary for design during Phase 1 and Phase 2 Services.

The existing main plant corridor of the chemical and utility trenching system has been identified as a critical area and will have a GMP development separate from the remainder of the chemical and utility trenching system.

As part of the field work to evaluate the overall trenching systems at the plant, the Firm will work with the City to evaluate potential causes and remedies to the hole/depression that exists, and is reported to perpetuate, near the northeast entrance to the Administration/Operations Building. Exploratory work, including subsurface investigations of the potential causes of this problem will be performed under an allowance. The Firm will convey to the City any findings which require immediate repair or design.

The Firm will conduct two workshops with the City, including plant O&M staff, to discuss the findings and assumptions from the evaluations, planned improvements (including future roadways, sidewalks) that could impact the size, location, function, and joint use of the trenching systems, costs, alternatives (i.e., grating versus checker plate, options for pipe/conduit supports), and staff preferences.

### **Meetings and Deliverables**

- Initial Chemical Trenches Condition & Preference Workshop
- Condition Assessment Site Visits (2) and Survey Efforts
- SUE results
- Trench System Rehab & Expansion Alternatives Workshop

### **Subtask 530 – Chemical and Utility Trenching Systems Basis of Design Report**

The Firm will prepare a draft and final BODR documenting the findings, evaluations, alternatives, and recommendations for replacement and new chemical and utility trenches at the DLTWTF. This report will include:

- Findings from the engineering evaluations
- Alternative trench system concepts, pros/cons, and costs
- A preliminary construction sequencing plan to accomplish the work while maintaining continuous plant operations at desired capacities
- A preliminary site drawing showing the existing and proposed trenching systems
- Preliminary section cuts and details of the existing trenching systems to be modified and/or repaired.
- Preliminary section cuts and details of proposed new trenching systems.
- Opinion of Probable Construction Cost
- Preliminary Schedule
- Concepts explored, and recommendations developed regarding evacuating the trenches of rainwater and chemical spills, chemical compatibility, access considerations for maintenance and repair, materials of construction, and phased implementation of the trenching system

The Firm will conduct a BODR review meeting with the City staff to review the submitted draft report. The City will assist the Firm in scheduling the review meeting to be held within ten (10) business days after submittal of the report. The Firm will prepare and facilitate a PowerPoint presentation of the draft BODR components during this meeting and will receive comments. The resolution to the comments will be produced in the meeting notes by the Firm prior to finalizing the report. Following the review meeting, the Firm will furnish three (3) hard copies and one (1) electronic PDF copy of the final BODR.

### **Meetings and Deliverables:**

- Site Survey Drawings (electronic and CAD)
- Draft Chemical Trench Improvements & Expansion BODR
- Chemical Trench Improvements & Expansion BODR Review Meeting
- Final Chemical Trench Improvements & Expansion BODR

### **Subtask 540 – Design Services (Engineer of Record Work to be Compensated Under Design Allowances)**

The Firm will complete a 60%, 90%, and 100% design plans to include 3D representations and detailed drawings, technical specifications, and typical details to reflect the findings from the BODR. Design drawings and technical specifications will be prepared using the Firm's standards.

The level of effort for this design assumes existing chemical and utility trenches will require rehabilitation or replacement, and new chemical and utility trenches will be required. Chemical system piping shall be sized for 140 MGD plant flow. The design will assume that any replacement or new trenches will generally be either precast concrete or fiberglass material. A City allowance has been included to allow for any design required beyond the base design for the chemical trench improvements.

The final design will incorporate regulatory requirements as it pertains to safety and risk management. At 60% design, a constructability review will be conducted.

It is anticipated that this work will commence as a separate design package from the remaining tasks associated with this project, but the interrelationships between the elements (OSHG, new Ammonia System, and the Chemical/Utility Trenches) will be defined on the drawings to facilitate coordination between the work elements of the entire project.

The Firm will adhere to its own computer-aided design drawing (CADD) standards for preparing the development of construction plans and will provide the City with the applicable plot files along with final electronic file copies of the record drawings upon project completion. Final design drawings will be provided electronically in Adobe PDF format, AutoCAD 2D, and 2017 AutoCAD Civil 3D and Revit files. Preparation of Technical Specifications will be included in Word and PDF format.

The Firm will perform the following activities to complete the final design of the project:

- » Sequence of Construction Meeting: The Firm, along with the City, will conduct a meeting to finalize the sequence of construction activities. This meeting will be scheduled prior to the delivery of the 60% documents.
- » 60% Design Submittal: The Firm will provide a 60% submittal based on the BODR approved by the City. The 60% submittal will include:
  - Drawings for General, Civil, Landscape, Structural, Mechanical, Electrical, and Instrumentation design. Drawings will include, but not limited to, site plans for demolition, final site layout, plan and profile drawings, major sections and details, electrical one-line diagrams, and schedules for finishes, conduit and cable, and electrical distribution. Survey information will also be presented on the Drawings.
  - Draft equipment shop drawings for all major project components
  - Value Engineering and Constructability Reviews will be performed by the City and the Firm. Value Engineering ideas and concepts will be presented in a log and discussed at the review meeting. Agreed upon ideas will be incorporated into the comments and next design phase.
  - Technical specifications
  - Opinion of Probable Construction Cost
  - Preliminary Construction Schedule
  - Structural design components will include the following:
    - Trench Repair Sections.

- New Trench Sections.
- » 90% Design Submittal: The Firm will prepare a 90% submittal based on the comments received at the 60% design submittal review meeting with the City. The 90% submittal will include:
  - Final equipment/product shop drawings. Shop drawings will include updated versions of the 60% documents with all schedules and specifics for this project completed.
  - Drawings for General, Civil, Landscape, Architectural, Structural, Mechanical, Electrical, and Instrumentation design. Drawings will include updated 60% documents along with all remaining details, notes, legends, and complete elevations.
  - Value Engineering and Constructability Reviews
  - Opinion of Probable Construction Cost
  - Anticipated Construction Schedule for construction of the proposed facilities.
  - Detailed sequence of construction to minimize or eliminate bypass requirements
  - Technical Specifications
- » 100% Design Submittal: The Firm will prepare a final design submittal based on the comments received at the 90% review meeting with the City. A set of signed and sealed plans will also be submitted.
- » Review Meetings: The Firm will prepare final design submittals and conduct review meetings at the 60% and 90% milestones in the design process. The Firm will submit the items to be reviewed to the City's Project Manager for distribution. The City will assist the Firm in scheduling a review meeting to be held within fifteen (15) business days after the submittal date, during which the City will provide comments and concerns to be discussed with the Firm at the review meeting. Firm will review each comment and, if not sufficiently resolved in the meeting itself, respond back to the City in writing to fully address and/or provide alternatives for any unresolved comment provided in the review meeting.
- » Site Evaluation Inspection: The Firm will meet with the City at the Facility after the 60% documents are produced to confirm layouts and locations of temporary facilities and permanent additions and changes to the proposed site. This task will be required to finalize the planning and sequencing of construction activities.

### **Meetings and Deliverables:**

- Sequence of Construction Meeting
- 60% Design Review Meeting
- 90% Design Review Meeting
- Site Evaluation Inspection Meeting at the Facility
- One (1) PDF file copy of all technical specifications, drawings and equipment shop drawings of the 60%, 90%, and final design submittals.
- One (1) PDF file copy of the Opinion of Probable Construction Cost and Preliminary Schedule with the 60% design submittals.
- One (1) PDF file copy of the Opinion of Probable Construction Cost and Construction Schedule with the 90% design submittals
- 100% design drawing set, digitally signed and sealed drawing set (PDF, AutoCAD 2D, 2017 AutoCAD Civil 3D and/or Revit, three (3) bound copies (11" x 17"))

### **Subtask 550 – GMP Development**

The Firm will prepare and submit a Construction Proposal based on the 90% complete Construction Documents approved by the City in Task 540 hereof, and any other documents upon which the parties may agree, Firm shall submit a GMP proposal (the "Proposal") to the City within forty-five (45) calendar days after approval.

Prior to the development of the work packages, the Firm will meet with the City's Office of Minority and Small Business Development department to discuss the project and identify opportunities for the Small Business Enterprise (SBE) program. An agreed upon SBE percentage for the project will be established and work packages will be developed to encourage participation.

The Firm will develop work packages for subcontractors, based on the approved 90% complete Construction Documents, and identify qualified bidders for each work package. A copy of this will be forwarded to the City. The work packages will be advertised, and a pre-bid meeting will be held at the project site. A bid date will be established for the work packages and a bid opening will be conducted with the City at the project site. The Firm will evaluate all bids and compile the recommendations into the GMP Proposal. The Firm will schedule a meeting with the City to review the Firm's recommendations and GMP Proposal. The Firm will provide open book estimates for all work packages the Firm intends to self-perform. The work packages will be reviewed and negotiated as part of the GMP Proposal. The GMP Proposal shall include the following, unless the parties mutually agree otherwise:

- A proposed Lump Sum Price for completion of the project, permitting, and construction of the Project.
- An updated Project Schedule and date of Substantial Completion of the Project upon which the Lump Sum Price for the Project is based.

The City will prepare and execute an amendment to the initial services agreement for the approved GMP Proposal. Phase 3 Services will then commence.

### Meetings and Deliverables:

- Minority and Small Business Goal Meeting
- Chemical Trench Improvements Bid Packages
- Pre-Bid Meeting / Site Visit with Pre-Qualified Bidders
- Bid Opening
- GMP Proposal Review Meeting
- GMP Proposal (electronic PDF)

### Schedule

Below is a schedule for Task 500:

Deliverable	Calendar Weeks from NTP
Data Collection & Analysis	2
Initial Chemical Trenches Condition & Preference Workshop	3
Condition Assessment Site Visits (2) and Survey Efforts	8
SUE and Conditions Assessment Results	10
Trench System Rehab & Expansion Alternatives Workshop	15
Site Survey Drawings	17
Draft Chemical Trench Improvements & Expansion BODR	19
Chemical Trench Improvements & Expansion BODR Review Meeting	21
Final Chemical Trench Improvements & Expansion BODR	23
Sequence of Construction Meeting	24
60% Design Submittal	30
60% Design Review Meeting	32
Site Evaluation Inspection Meeting	33
90% Design Submittal	38
90% Design Review Meeting	40
100% Design Submittal	44
Meeting to Establish Minority & Small Business Firms Goals	41
Chemical Trench Improvements Bid Packages	42
Advertise Bid Packages	43
Pre-Bid Meeting / Site visit with Prequalified Bidders	44

Bid Opening	47
GMP Proposal	48
GMP Review and Final Approval	48

The Firm has allotted **869** calendar days from receipt of the Notice to Proceed for this scope of services to complete Tasks 100 through 500 as described herein.

## Summary of Project Deliverables:

### Task 100:

- 100-1 Meeting Agendas
- 100-2 Monthly Progress Reports
- 100-3 Monthly Invoices
- 100-4 Project Plan
- 100-5 Required documentation for Permitting

### Task 200:

- 200-1 Draft OSHG Evaluation TM
- 200-2 OSHG Schedule
- 200-3 OSHG Budget Evaluation
- 200-4 Final OSHG Evaluation TM
- 200-5 Draft Electrical Distribution TM
- 200-6 Final Electrical Distribution TM
- 200-7 Pre-Selection Equipment Package
- 200-8 Draft OSHG BODR
- 200-9 Final OSHG BODR
- 200-10 60% Design Submittal
- 200-11 90% Design Submittal
- 200-12 100% Design Submittal
- 200-13 OSHG System Bid Packages
- 200-14 GMP Proposal

### Task 300:

- 300-1 Draft Ammonia System Conversion Evaluation TM
- 300-2 Ammonia System Budget Evaluation
- 300-3 Final Ammonia System Conversion Evaluation TM
- 300-4 Draft Ammonia System Conversion BODR
- 300-5 Final Ammonia System Conversion BODR
- 300-6 60% Design Submittal
- 300-7 90% Design Submittal
- 300-8 100% Design Submittal
- 300-9 Ammonia System Bid Packages
- 300-10 GMP Proposal

### Task 400:

- 400-1 Draft Ozone Contactor Evaluation TM
- 400-2 Final Ozone Contactor Evaluation TM
- 400-3 Material Specifications and Details Submittal
- 400-4 Ozone Contactor Bid Packages
- 400-5 GMP Proposal

### Task 500:

- 500-1 SUE and Conditions Assessment results (electronic PDF)
- 500-2 Draft Chemical Trench Improvements & Expansion BODR
- 500-3 Final Chemical Trench Improvements & Expansion BODR
- 500-4 60% Design Submittal
- 500-5 90% Design Submittal

- 500-6 100% engineering drawings and specifications (electronically signed and sealed, AutoCAD 2D, 2017 AutoCAD Civil 3D and/or Revit, Three (3) bound hard copies (11" x 17"))
- 500-7 Chemical Trench Improvements & Expansion Bid Packages
- 500-8 GMP Proposal

## Summary of Meetings and Technical Workshops:

### Task 100:

- 100-1 Kickoff Meeting
- 100-2 Monthly Project Meetings (26)
- 100-3 Meeting to Evaluate Opportunities for Small Business Participation
- 100-4 Permitting Meetings

### Task 200:

- 200-1 OSHG Evaluation Review Workshop
- 200-2 Electrical Distribution Kickoff Meeting
- 200-3 Electrical Distribution TM Review Meeting
- 200-4 OSHG BODR Reviewing Meeting
- 200-5 Sequence of Construction Meeting
- 200-6 60% Design Review Meeting
- 200-7 Site Evaluation Inspection Meeting
- 200-8 90% Design Review Meeting
- 200-9 Minority and Small Business Goal Meeting
- 200-10 Pre-Bid Meeting
- 200-11 Bid Opening
- 200-12 GMP Proposal Review Meeting

### Task 300:

- 300-1 Ammonia Evaluation Review Workshop
- 300-2 Ammonia System BODR Review Meeting
- 300-3 Sequence of Construction Meeting
- 300-4 60% Design Review Meeting
- 300-5 Site Evaluation Inspection Meeting
- 300-6 90% Design Review Meeting
- 300-7 Minority and Small Business Goal Meeting
- 300-8 Pre-Bid Meeting
- 300-9 Bid Opening
- 300-10 GMP Proposal Review and Final Approval Meeting

### Task 400:

- 400-1 Ozone Contactor Evaluation Review Workshop
- 400-2 Pre-Bid Meeting
- 400-3 Bid Opening
- 400-4 GMP Proposal Review and Final Approval Meeting

### Task 500:

- 500-1 Initial Chemical Trenches Condition & Preference Workshop,
- 500-2 Condition Assessment Site Visits (2) and Survey Efforts,

- 500-3 Trench System Rehab & Expansion Alternatives Workshop
- 500-4 Chemical Trench Improvements & Expansion BODR Review Meeting
- 500-5 Sequence of Construction Meeting
- 500-6 60% Design Review Meeting
- 500-7 Site Evaluation Inspection Meeting
- 500-8 90% Design Review Meeting
- 500-9 Minority and Small Business Goal Meeting
- 500-10 Pre-Bid Meeting
- 500-11 Bid Opening
- 500-12 GMP Proposal Review and Final Approval Meeting

**Exhibit B**

**COMPENSATION**

**City Contract Number 18-C-00003**

**City of Tampa  
David L. Tippin Water Treatment Facility Chemical System  
Improvements Scope of Services - Design and GMP Development**

Task 100	Project Management	\$	157,979
Task 200	Existing Gas Chlorine System Conversion	\$	855,226
Task 300	Ammonia System Conversion	\$	297,968
Task 400	Ozone Contactor Evaluation and Repair	\$	136,933
Task 500	Chemical and Utility Trench Repair and Future Extension	\$	311,016
	Project Allowances	\$	8,651,500
	<b>TOTAL LUMP PRICING</b>	<b>\$</b>	<b>10,410,622</b>

Compensation will be paid on a Lump Sum Basis. Billing will occur monthly and will be based on a percent complete basis at the sub-task level (including sub-contractors and sub-consultants), as appropriate.



City of Tampa  
 David L. Tippin Water Treatment Facility Chemical System Improvements  
 Scope of Services - Design and GMP Development

	Garney	Carollo / Engineering Support	Odyssey	Cogburn	Total
<b>Scope of Services</b>					
<b>Task 100 - Project Management</b>					
	\$43,744	\$98,795	\$0	\$10,000	\$152,539
<b>Task 200 - Existing Gas Chlorine System Conversion</b>					
	\$127,618	\$649,960	\$13,000	\$30,000	\$820,578
<b>Task 300 - Ammonia System Conversion</b>					
	\$84,394	\$190,164	\$7,400	\$5,840	\$287,798
<b>Task 400 - Ozone Contactor Evaluation and Repair</b>					
	\$73,046	\$60,845	\$0	\$0	\$133,891
<b>Task 500 - Chemical and Utility Trench Repair and Future Extension</b>					
	\$103,614	\$193,126	\$4,400	\$0	\$301,140
<b>Design and GMP Phase Services Total</b>	<b>\$432,416</b>	<b>\$1,192,890</b>	<b>\$24,800</b>	<b>\$45,840</b>	<b>\$1,695,946</b>
Compensation will be paid on a Lump Sum Basis. Billing will occur monthly and will be based on a percent complete basis at the sub-task level (including sub-contractors and sub-consultants), as appropriate.					

**Totals:**

Garney Services	\$432,416.00
Subconsultant Services	\$1,263,530.00
Subtotal Design and Engineering Services	\$1,695,946.00
5% Fee on Subconsultant Services	\$63,176.00
Total Design and Engineering Services	\$1,759,122.00
Design and Engineering Service Allowances	\$460,000.00
5.00% Fee on Design and Engineering Service Allowances	\$22,999.00
<b>Total Design and Engineering Services, and Allowances:</b>	<b>\$2,242,121.00</b>
Early Procurement and Construction Services Allowances	\$7,525,000.00
7.00% Design/Builder Administrative Allocation	\$526,750.00
1.45% Contract Bonds and Insurance	\$116,751.00
<b>Total Early Procurement and Construction Services Allowances</b>	<b>\$8,168,501.00</b>
<b>GRAND TOTAL</b>	<b>\$10,410,622.00</b>

Compensation will be paid on a Lump Sum Basis. Billing will occur monthly and will be based on a percent complete basis at the sub-task level (including sub-contractors and sub-consultants), as appropriate.



**DAVID L. TIPPIN WATER TREATMENT FACILITY CHEMICAL SYSTEM  
IMPROVEMENTS – DESIGN/BUILD**

**Allowances**

Design/Engineering Services

<sup>1</sup> Chemical Conversion System	\$	125,000
<sup>2</sup> Ozone Contactor Rehabilitation	\$	185,000
<sup>3</sup> Chemical and Utility Trench Systems	\$	150,000
<b>Design/Engineering Services Allowances</b>	\$	<b>460,000</b>

Early Procurement Activities including Process Equipment

OSHG Package - 6 ea 2400 pound Generator Systems	\$	4,500,000
Water Softner Systems - 7 Systems	\$	225,000
OSHG FRP Tanks - 5 ea 40,000 Gal tanks	\$	750,000
OSHG Blowers	\$	100,000
Brine Tanks - 3 ea 20,000 Gal Tanks	\$	250,000
Chem Feed Pumps - 8 ea Perstaltic Pumps	\$	500,000
Ammonium Sulfate Tanks - 2 ea 20,000 Gal Tanks	\$	250,000
Ammonium Chemical Feed Pumps - 4 Pumps w/ VFD's	\$	175,000
Instrumentation - OSHG and Ammonium PLC's	\$	200,000

Construction and Engineering Services

Repair or Renovation work identified during Evaluation	\$	500,000
SUE Investigations & Debris Removal Necessary for Design	\$	50,000
Existing Gate and Stem Repairs	\$	25,000
<b>Early Procurement and Construction Services Allowances</b>	\$	<b>7,525,000</b>

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<b>Total City of Tampa Allowances</b>	\$	<b>7,985,000</b>
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<sup>1</sup> Task 200 and Task 300 Allowances are budgeted for additional design services that may be necessary.

<sup>2</sup> Task 400 Allowance budgets for additional design services that may be necessary for the Ozone Contactor's rehabilitation. The extent of structural repairs is unknown until a Structure Evaluation can be completed.

<sup>3</sup> Task 500 Allowance budgets for additional design services that may be requested beyond the base design for the chemical trench improvements.

# Exhibit C

## CITY OF TAMPA INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

G. Architects & Engineers Liability/ Professional Liability (E&O)/ Contractors Professional Liability (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

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

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

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

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

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

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

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

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

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

#### **ADDITIONAL REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## EXHIBIT D

### City of Tampa's Equal Business Opportunity Program Procedures for Construction Management and Design-Build Projects

- Prior to the time goals are set, the Construction Manager (CM) or the Design-Builder (D-B) provides information on subcontract packages planned (via the Project Task Worksheet) and their sequencing.
- The CM (or D-B) participates in a meeting to establish aspirational goals for SLBE or W/MBE subcontractor participation for the project.
- For each subcontracting package to be bid, the CM (or D-B) confirms with the MBD Office, the list of available SLBE or W/MBE firms to be solicited.
- The CM (or D-B) documents notification of all potential subcontractors, including the SLBE or W/MBE firms identified above
- The CM (or D-B) receives, opens, and tabulates subcontract bid results. The City, including representatives of the managing department and the MBD Office, may be present for the bid openings or to review the bids submitted.
- The CM (or D-B) provides to the City, a tabulation of all bids received and its determination of the lowest responsive/responsible bidder. If bids received exceed contracted Guaranteed Maximum Price, CM (or D-B) advises City as to how they will proceed. If re-bidding is selected, notification at least equal to the original solicitation will occur.
- As all subcontracts are executed, final copies are provided to the City. Where participation is achieved via sub-subcontractors and/or suppliers, the CM (or D-B) provides the City with copy of executed agreement or purchase order as documentation.
- During construction, monitoring activities may including but may not be limited to, subcontractor payment reports to be submitted with pay requests, prior approval by the MBD Office and the managing departments, of any replacement of SLBE or W/MBE subcontractors, and a report of final amounts paid to all subcontractors.



**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.: 185-C-00003 Contract Name: David L. Tippin Treatment Facility Chemical System Improvements  
 Company Name: Garney Companies, Inc. Address: 370 E. Crown Point Road, Winter Garden, FL 34787  
 Federal ID: 44-0658613 Phone: 407-877-5903 Fax: 407-877-5912 Email: tbehler@garney.com

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

No Firms were contacted or solicited for this contract.

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

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

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

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

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services  NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
WMBE 26-3947444	Arehna Engineering, Inc. 5012 W. Lemon Street, Tampa, FL 33609 P: 813.944.3464, F: 813.944.4959, E: <a href="mailto:JmcRory@arehna.com">JmcRory@arehna.com</a>	CF	925	E	Y
O 86-0899222	Carollo Engineers, Inc. 10117 Princess Palm Avenue, Suite 340, Tampa, FL 33610 P: 813.888.9572, F: N/A, E: <a href="mailto:csinclair@carollo.com">csinclair@carollo.com</a>	CM	906	E	Y
O 59-1742857	Cogburn Bros., Inc. 3300 Faye Road, Jacksonville, FL 32226 P: 904.358.7344, F: 904.358.2805, E: <a href="mailto:mkistner@cogburnbros.com">mkistner@cogburnbros.com</a>	CM	914	E	Y
SLBE, WMBE 20-4556628	Dialogue Public Relations LLC 1850 Castle woods Dr., Clearwater, FL 33759 P: 727.580.9013, F: N/A, E: <a href="mailto:mrobinson@dialogue-pr.com">mrobinson@dialogue-pr.com</a>	CF	912	E	Y
WMBE 65-0868970	Electrical Design Associates, Inc. (EDA) 3001 N. Rocky Point Drive E. Suite 200, Tampa, FL 33607 P: 813.367.3536, F: 561.819.5557, E: <a href="mailto:wnelson@goeda.com">wnelson@goeda.com</a>	HF	925	E	Y
WMBE 56-2565488	Element Engineering Group 1713 E 99th Ave., Tampa, FL 33605 P: 813.386.2101, F: 813.386.2106, E: <a href="mailto:pmattson@elementeg.com">pmattson@elementeg.com</a>	HM	925	E	Y
O 16-1229774	GHD 5904 Hampton Oaks Parkway, Suite F, Tampa, FL 33610 P: 813.971.3882, F: 813.971.1862, E: <a href="mailto:matthew.munz@ghd.com">matthew.munz@ghd.com</a>	CM	925	E	Y

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

Signed:  Name/Title: Timothy M. Behler, Vice President Date: 5/24/19

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



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

**Page 1 of 4 – DMI Solicited/Utilized Schedules  
City of Tampa – Schedule of **All Solicited** Sub-(Contractors/Consultants/Suppliers)  
(FORM MBD-10)**

Contract No.: 185-C-00003 Contract Name: David L. Tippin Treatment Facility Chemical System Improvements  
 Company Name: Garney Companies, Inc. Address: 370 E. Crown Point Road, Winter Garden, FL 34787  
 Federal ID: 44-0658613 Phone: 407-877-5903 Fax: 407-877-5912 Email: tbehler@garney.com

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

**No Firms were contacted or solicited for this contract.**

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

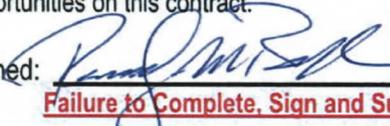
**See attached list of additional Firms solicited and all supplemental information (List must comply to this form)**

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

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

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services  NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
O	Odyssey Manufacturing Co. 1484 Massaro Blvd., Tampa, FL 33619 P: 813.635.0339, F: 813.630.2589, E: <a href="mailto:PAAllman@odysseymanufacturing.com">PAAllman@odysseymanufacturing.com</a>	CM	912	E	Y
65-0846345					
SLBE	Wilder Architecture, Inc. 1315 Seventh Avenue, Suite 106, Tampa, FL 33605 P: 813.242.6677, F: 813.242.6683, E: <a href="mailto:er@wilderarchitecture.com">er@wilderarchitecture.com</a>	CM	906	E	Y
65-1177841					
SLBE, WMBE	Masters Consulting Engineers, Inc. 5523 West Cypress St., Suite 200, Tampa, FL 33607 P: 813-287-3600, F: 813-287-3622, E: <a href="mailto:Jim.Mehlretter@mcengineers.com">Jim.Mehlretter@mcengineers.com</a>	HF	925	E	Y
59-3614371					

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

Signed:  Name/Title: Timothy M. Behler, Vice President Date: 5/24/19

**Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive  
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**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.: 185-C-00003 Contract Name: David L. Tippin Treatment Facility Chemical System Improvements  
 Company Name: Garney Companies, Inc. Address: 370 E. Crown Point Road, Winter Garden, FL 34787  
 Federal ID: 44-0658613 Phone: 407-877-5903 Fax: 407-877-5912 Email: behler@garney.com

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

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

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

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

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

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

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

S = SLBE W=WMBE O=Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials  NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
WMBE 26-3947444	Arehna Engineering, Inc. 5012 W. Lemon Street, Tampa, FL 33609 P: 813.944.3464, F: 813.944.4959, E: <a href="mailto:JMcRory@arehna.com">JMcRory@arehna.com</a>	CF	925	\$20,977.00	0.20
O 86-0899222	Carollo Engineers, Inc. 10117 Princess Palm Avenue, Suite 340, Tampa, FL 33610 P: 813.888.9572, F: N/A, E: <a href="mailto:csinclair@carollo.com">csinclair@carollo.com</a>	CM	906	\$846,265.00	8.13
O 59-1742857	Cogburn Bros., Inc. 3300 Faye Road, Jacksonville, FL 32226 P: 904.358.7344, F: 904.358.2805, E: <a href="mailto:mkistner@coqburnbros.com">mkistner@coqburnbros.com</a>	CM	914	\$45,840.00	0.44
SLBE, WMBE 20-4556628	Dialogue Public Relations LLC 1850 Castle woods Dr., Clearwater, FL 33759 P: 727.580.9013, F: N/A, E: <a href="mailto:mrobinson@dialogue-pr.com">mrobinson@dialogue-pr.com</a>	CF	912	\$0	0.00
WMBE 65-0868970	Electrical Design Associates, Inc. (EDA) 3001 N. Rocky Point Drive E. Suite 200, Tampa, FL 33607 P: 813.367.3536, F: 561.819.5557, E: <a href="mailto:wnelson@goeda.com">wnelson@goeda.com</a>	HF	925	\$229,517.00	2.20
WMBE 56-2565488	Element Engineering Group 1713 E 99th Ave., Tampa, FL 33605 P: 813.386.2101, F: 813.386.2106, E: <a href="mailto:pmattson@elementeg.com">pmattson@elementeg.com</a>	HM	925	\$18,700.00	0.18
O 16-1229774	GHD 5904 Hampton Oaks Parkway, Suite F, Tampa, FL 33610 P: 813.971.3882, F: 813.971.1862, E: <a href="mailto:matthew.munz@ghd.com">matthew.munz@ghd.com</a>	CM	925	\$14,901.00	0.14

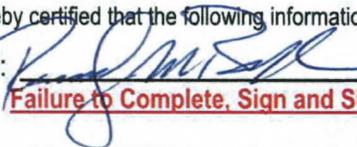
**Total ALL Subcontract / Supplier Utilization \$1,263,530.00**

**Total SLBE Utilization \$ 81,230.00**

**Total WMBE Utilization \$ 283,534.00**

**Percent SLBE Utilization of Total Bid/Proposal Amt. 0.78% Percent WMBE Utilization of Total Bid/Proposal Amt. 2.72%**

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

Signed:  Name/Title: Timothy M. Behler, Vice President Date: 5/24/19

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O	Odyssey Manufacturing Co. 1484 Massaro Blvd., Tampa, FL 33619 P: 813.635.0339, F: 813.630.2589, E: <a href="mailto:PAllman@odysseymanufacturing.com">PAllman@odysseymanufacturing.com</a>	CM	912	\$24,800.00	0.24
65-0846345					
SLBE	Wilder Architecture, Inc. 1315 Seventh Avenue, Suite 106, Tampa, FL 33605 P: 813.242.6677, F: 813.242.6683, E: <a href="mailto:er@wilderarchitecture.com">er@wilderarchitecture.com</a>	CM	906	\$29,490.00	0.28
65-1177841					
SLBE, WMBE	Masters Consulting Engineers, Inc. 5523 West Cypress St., Suite 200, Tampa, FL 33607 P: 813-287-3600, F: 813-287-3622, E: <a href="mailto:Jim.Mehlretter@mcengineers.com">Jim.Mehlretter@mcengineers.com</a>	HF	925	\$33,040.00	0.32
59-3614371					

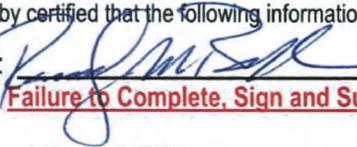
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