

Agmt

426

CAD/mh

RESOLUTION NO. 2020-_____

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF TAMPA AND KIEWIT INFRASTRUCTURE CO., IN THE AMOUNT OF \$4,362,009 FOR PROFESSIONAL DESIGN-BUILD SERVICES IN CONNECTION WITH CONTRACT 20-C-00002; COMPREHENSIVE INFRASTRUCTURE FOR TAMPA'S NEIGHBORHOODS DESIGN BUILD PART 1 OF 2, AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF TAMPA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and the Firm desire to enter into an Agreement to provide professional Design-Build services in connection with Contract 20-C-00002; Comprehensive Infrastructure for Tampa's Neighborhoods Design Build Part 1 of 2; and

WHEREAS, compensation for services shall not exceed the amount of \$4,362,009 as described in Exhibit B of this Agreement and funds for payment of said services are available in the appropriate accounts in the Budget of the City of Tampa.

NOW, THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, THAT:

Section 1. This Agreement between the City of Tampa and Kiewit Infrastructure Co., for provision of professional Design-Build services pertaining to Contract 20-C-00002; Comprehensive Infrastructure for Tampa's Neighborhoods Design Build Part 1 of 2, a copy of which is attached hereto and made a part hereof, is approved and authorized in its entirety or in substantially similar form.

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

Section 3. This resolution provides \$392,509 for use by the Wastewater Department within the Wastewater Bonds - Series 2020A Capital Projects Fund, bond proceeds in the amount \$384,849 for use by the Water Department within the Water Bonds - Series 2020A Capital Projects Fund, \$2,272,882 Stormwater Bonds - Series 2020 Capital Projects Fund for use by the Stormwater Division, and FY16 Bank Note Fund proceeds in the amount of \$1,311,769 for use by the Transportation Division, for a grand total with allowances of \$4,362,009, for the Comprehensive Infrastructure for Tampa's Neighborhoods, Phase I project..

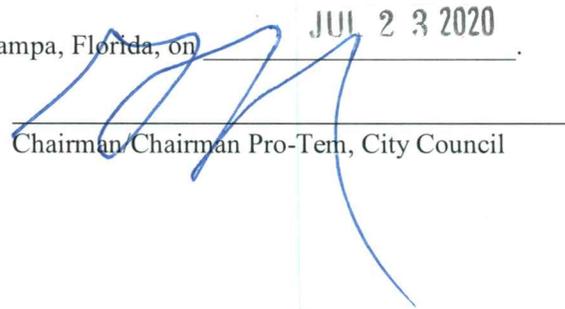
Section 4. The other proper officers of the City of Tampa are hereby authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Tampa, Florida, on JUL 23 2020.

ATTEST:



City Clerk/Deputy City Clerk



Chairman/Chairman Pro-Tem, City Council

Approved as to Legal Sufficiency by
Justin R. Vaske, Assistant City Attorney

42020-17

AGREEMENT FOR DESIGN-BUILD INITIAL SERVICES

THIS AGREEMENT, made and entered into at Tampa, Florida, this _____ day of _____, 2020, 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: Kiewit Infrastructure Co., hereinafter referred to as "Firm", with an FIEN of 47-0640263.

WITNESSETH:

WHEREAS, the City desires to engage the Firm to perform certain services pertinent to such work which shall be referred to as Contract **20-C-00002; Comprehensive Infrastructure for Tampa's Neighborhoods - Design Build "Project"** in accordance with this Agreement; and

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

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

I. GENERAL SCOPE OF THIS AGREEMENT

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

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

C. The Guaranteed Maximum Price proposal to be prepared and provided by the Firm in accordance with this Agreement shall be used as a basis for negotiating the future Agreement for Construction Services. A Construction Fee not to exceed seven 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.

B. Ground topography.

III. PERIOD OF SERVICE

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

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

IV. GENERAL CONSIDERATIONS

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

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

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

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

V. COMPENSATION

The City shall compensate the Firm for the pre-Design-Build services performed under this Agreement in the amount of \$4,362,009 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 (if applicable), 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 applicable. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

VIII. PERSONNEL

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

IX. SUSPENSION, CANCELLATION OR ABANDONMENT

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

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

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

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

X. TERMINATION

A. Termination for Cause.

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

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

B. Termination for Convenience.

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

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

XI. INSURANCE

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

XII. INTERESTS OF MEMBERS OF THE CITY

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

XIII. INTEREST OF THE FIRM

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

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

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

XIV. COMPLIANCE WITH LAWS

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

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

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

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

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

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

XV. ASSIGNABILITY

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

XVI. EQUAL EMPLOYMENT

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

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

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

XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM

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

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

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

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

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

XVIII. CODE OF ETHICS

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

XIX. NEGATION OF AGENT OR EMPLOYEE STATUS

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

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

XX. SEVERABILITY

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

XXI. CHOICE OF LAW

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

XXII. DESIGNATION OF FORUM

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

XXIII. AUTHORIZATION

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

XXIV. ENTIRE AGREEMENT

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

XXV. INDEMNIFICATION

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 an 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 this 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 166.241, 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.

XXXII. FIRM EMPLOYEES

PURSUANT TO §558.0035, FLORIDA STATUTES, CONSULTANT'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

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.

KIEWIT INFRASTRUCTURE CO.

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. _____.

Justin R. Vaske, Assistant City Attorney

Exhibit A

Comprehensive Infrastructure for Tampa's Neighborhoods

20-C-00002

SCOPE OF SERVICES

06/25/20

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1.0 – INTRODUCTION

The Comprehensive Infrastructure for Tampa’s Neighborhoods Progressive Design Build project (Project) scope of work includes, but not limited to, Project Development Services, Pre-Construction (Design & Presentation of GMP) Services and Construction Services.

This overall program includes multiple City Departments (Departments) involvement and core infrastructure improvements. Specifically, scope development, design and the construction of water, wastewater, stormwater and transportation infrastructure improvements, performed simultaneously in various neighborhoods throughout the City of Tampa (City). This phase of the program includes the following 4 neighborhoods: East Tampa, Forest Hills, Macfarlane Park and Virginia Park.

A proactive public outreach program is critical to maintain a positive response from the affected neighborhoods. The City identified preliminary infrastructure needs and improvements in RFQ 20-C-00002. These preliminary improvements will be further refined as part of this project’s scope of services.

A summary of each neighborhood is provided below, each of which requires 4 types of infrastructure improvements:

East Tampa is located East of downtown and North of Interstate 4. The area consists of portions of Jackson Heights, College Hill/Belmont Heights, and North Ybor neighborhoods. Special consideration will be required for the Green Artery Perimeter trail. East Tampa includes new and CIPP sanitary sewers, watermain replacements, stormwater works and roadway evaluation.

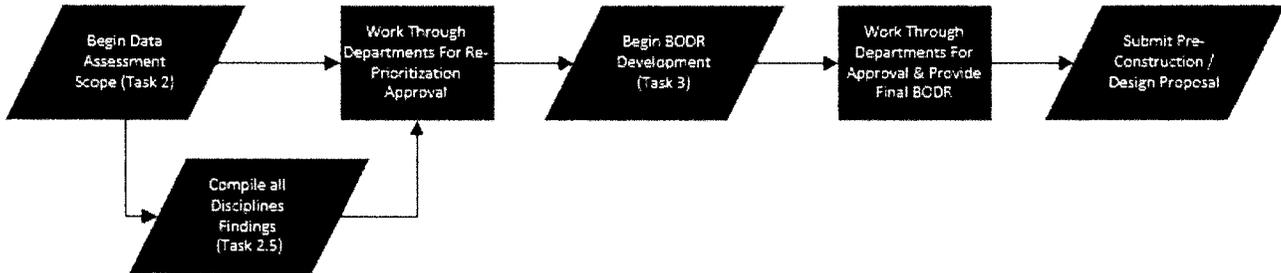
Forest Hills is located the farthest north of the neighborhoods, and parallel to Interstate 275. The area consists of the Forest Hills and Historic Forest Hills neighborhoods. Special consideration will be required for the Complete Streets program for Boulevard. Forest Hills includes CIPP of sanitary sewers, watermain replacements, stormwater works as well as roadway reconstruction and evaluation.

Macfarlane Park is located northwest of downtown Tampa, and most notably immediately east of Tampa International Airport. The area consists of the Bowman Heights neighborhood and the northeastern quadrant of Macfarlane Park neighborhood. Macfarlane Park includes new and CIPP sanitary sewers, watermain replacements, stormwater works, roadway resurfacing, as well as the replacement of traffic signals at the intersection of North MacDill Ave and Tampa Bay Blvd.

Virginia Park is in South Tampa, north of MacDill Air Force Base, adjacent to Dale Mabry Hwy. The area consists of the southern two-thirds of the Virginia Park neighborhood. Virginia Park includes CIPP sanitary sewers, watermain replacements, stormwater improvements and roadway reconstruction and evaluation. Virginia Park also includes the replacement of traffic signals at the following three Intersections:

- South Manhattan Ave and West El Prado Blvd
- South Manhattan Ave and West Bay to Bay Blvd
- South Church Ave and West Bay to Bay Blvd

This document will outline the Firm’s Project Development Services (PDS) Scope of Work and fee proposal and clarify the responsibilities of the Firm and the City for this initial phase of the Project. The PDS is the initial phase of the three phases for this Project. The primary deliverable from this phase is a Basis of Design Report. Upon City approval, the BODR will be the guiding document for Phase 2 (Pre-Construction / Design) of this project. The steps included in this PDS scope are illustrated in the below Flow Chart:



2.0 – SCOPE OF SERVICES

Task 1 – Design Build Project Management and Project Meetings

Project administration and management will include project documentation and controls, consulting with the City, preparation and submittal of invoices, and the development and submission of monthly status reports.

Task 1.1 – Project Management

The Firm will be responsible for overall coordination and management of the tasks identified in the scope of services throughout the 6-month duration of the Project. This task will focus on completion of tasks and submittal of deliverables per the project schedule and budget. In addition, this task will identify, communicate, and resolve potential issues prior to impacting progress.

The Firm will set-up an accounting system and a filing system for the project and will prepare monthly progress reports in support of invoices to describe the work completed during the previous reporting period, the anticipated work for the following period, change order status, current budget and schedule status, and project issues requiring discussion or resolution.

Task 1.2 – Program Oversight

The Firm will provide oversight of the project team to provide consistency and quality across the collective project team to meet the project objectives according to the scope outlined in this document. This will include maintaining a PDS schedule and oversight of the sub-consultants’ deliverables. In addition, the Firm will oversee and maintain project documents and logs; and facilitate quality assurance and quality control (QA/QC) plans. This task will develop and monitor the management and communication plans of the project as well as establish and maintain the project risk matrix, spending

log, milestone log and other project control logs. This task also includes the internal coordination meetings among the Firm's team members. The Firm will also establish the protocol for prioritizing and grouping digital files and hard copy contract documents and GIS Standardization.

Task 1.3 – Project Meetings

This task summarizes the required meetings for the project during this phase of work.

Task 1.3.1 – Overall Project Management Meetings

The Firm will attend monthly meetings with the Contract Administration Department (CAD) and other City representatives to review the overall project progress, schedule, budget, resolve issues, and to discuss the upcoming tasks. Questions and updates by the City and the Firm will be addressed at these progress meetings. These meetings will be attended by the Design-Build Team Manager and Engineering Design Project Manager. The Firm will prepare and distribute meeting minutes for these management meetings.

Task 1.3.2 – Technical Coordination Meetings

The Firm will attend technical coordination meetings with each Department. These meetings will review preliminary data, clarify data received, respond to questions that arise during Task 2, verify direction, and obtain City input prior to the development of the final deliverables. These meetings will include key team members and City staff. The Firm will prepare and distribute meeting minutes for these meetings. This task assumes the following coordination meetings for each department:

- Water: one, 2-hour meeting;
- Wastewater: two, 2-hour meetings;
- Stormwater: one, 2-hour meeting (with several coordination telephone calls); and
- Transportation: four, 2-hour meetings.

Task 1.3.3 – Deliverable Review and Project Prioritization Workshops

The Firm will lead two (2) 4-hour workshops with key stakeholders from each Department to review the main deliverables identified within Task 3 and to coordinate proposed improvements and project prioritization plan. These meetings will be attended by key members from the design-build team including design leads from each discipline. PowerPoint presentations will be prepared for each of these meetings to summarize and highlight the key findings. The Firm will prepare and distribute meeting minutes for these meetings.

Task 2 – Preliminary Services / Data Assessment

This task refines the Project's infrastructure scope. The refinement process will entail data review, site investigations, and condition assessments. The tasks are grouped by Department; with general items preceding neighborhood-specific subtasks.

Task 2.1 – Water Infrastructure

The preliminary scope assumes that approximately 198,000 LF of watermain, with associated appurtenances, will be required to be replaced throughout the four neighborhoods based on the preliminary assessments performed by the City.

Data Review

This task includes the organization and limited review of the data provided by the City. General items that will be reviewed include:

- Proposed infrastructure improvements (as depicted by the RFQ and data from preliminary assessments performed by the City)
- Record drawings (cursory review to confirm availability)
- Geographic Information System (GIS) data including pipe type, material, and age
- Inoperable valve data

Site Investigation

Site investigations will supplement the desktop data review. Site investigations will be limited to one visit per neighborhood, to visually assess the streets where the City has identified water main improvements.

Condition Assessment

- No condition assessments will be performed for the water system.

Deliverables

- Identification of areas where there may be inconsistencies with the City's GIS and the City's current model for Macfarlane Park only.

The following subtasks include conducting data review, compilation and site investigations. The estimated level of effort for the site investigations and additional preliminary activities unique to the specific neighborhood are also included in the subtasks below:

Task 2.1.1 – East Tampa

The refinement for this neighborhood will entail one, eight-hour site visit by two team members. Task assumes approximately 36,000 LF of water mains within East Tampa.

Task 2.1.2 – Forest Hills

The refinement for this neighborhood will entail one, eight-hour site visit by two team members. Task assumes approximately 67,000 LF of water mains within Forest Hills.

Task 2.1.3 – Macfarlane Park

The refinement for this neighborhood will entail one, eight-hour site visit by two team members. Limited hydraulic modeling will be included as part of this task. City's calibrated InfoWater hydraulic model will be used to assess fire flow adequacy along Habana Avenue from Columbus Drive to Dewey Street and along North Tampania Avenue and North Gomez Avenue from Columbus Drive to Leroy Street and determine if segments can be abandoned as identified in the GIS data provided to the Firm. City of Tampa fire code and NFPA requirements will be reviewed and used in the limited fire flow analysis. Task assumes approximately 54,000 LF of water mains within MacFarlane Park.

Task 2.1.4 – Virginia Park

The refinement for this neighborhood will entail one, eight-hour site visit by two team members. Task assumes approximately 41,000 LF of water mains within Virginia Park.

Task 2.2 – Wastewater Infrastructure

The preliminary scope assumes that approximately 62,000 LF of Sanitary Sewer CIPP and 62,000 LF of new 8" Gravity Sanitary Sewer Lines throughout the four neighborhoods, based on the preliminary assessments performed by the City.

Data Review

This activity includes the organization and limited review of the available data provided by the City. Items that will be reviewed include:

- Record drawings (for East Tampa and Macfarlane park only)
- Geographic Information System (GIS) data including existing manhole rehabilitation data
- Proposed infrastructure improvements (as depicted by the RFQ and other data from preliminary assessments performed by the City)
- Review of available easements as it relates to lateral relocations

Site Investigation

Site investigations will supplement the desktop data review. Site investigations will be limited to one visit each to the East Tampa and Macfarlane Park neighborhoods, to visually assess the streets and back alleys where the City has identified sewer main relocations.

Condition Assessment

No condition assessments will be performed for the wastewater system. The City has performed preliminary assessments to identify sewer mains that require rehabilitation or replacement. The City's existing GIS data will be used to identify manholes to be replaced or rehabilitated.

The following subtasks include conducting data review, compilation and site investigations as defined above. The estimated level of effort for the site investigations and additional preliminary activities unique to the specific neighborhood are also included in the subtasks below.

Task 2.2.1 – East Tampa

The refinement for this neighborhood will entail one, eight-hour site visit by two team members. This task will include the inspection and documentation of the alleys to relocate sanitary sewers from rear easements to front streets. This includes confirming the number of properties that require new laterals and estimating the number of properties that require private property access. Properties will be listed by street name. Task assumes approximately 35,000 LF of new sewer lines and 41,000 LF of CIPP within East Tampa.

Task 2.2.2 – Forest Hills

No site visits associated with this neighborhood. This subtask only includes data review and compilation. Coordination with improvements from other Departments and projects will be done as part of Task 2.5. CIPP lining within Forest Hills will be performed by others.

Task 2.2.3 – Macfarlane Park

The refinement for this neighborhood will entail one, eight-hour site visit by two team members. This task will include the inspection and documentation of the alleys to relocate sanitary sewers from rear easements to front streets. This includes confirming the number of properties that require new laterals and estimating the number of properties that require private property access. Properties will be listed by street name. Task assumes approximately 27,000 LF of new sewer lines and 21,000 LF of CIPP within MacFarlane Park.

Task 2.2.4 – Virginia Park

No site visits associated with this neighborhood. This subtask only includes data review and compilation. Coordination with improvements from other Departments and projects will be done as part of Task 2.5. CIPP lining within Virginia Park will be performed by others.

Task 2.3 – Stormwater Infrastructure

The preliminary scope assumes that the entire stormwater system, in the four neighborhoods, will be evaluated for proper coverage of service area, and extended or modified based on neighborhood conditions. No flood stage determination is anticipated under this task.

Data Review

This activity includes the identification, review and organization of the available data provided by the City. The data collection/deliverable protocols will be developed as part of this activity. Items that will be reviewed include:

- Record drawings of stormwater infrastructure within the right of ways for all four neighborhoods provided by the City
- Geographic Information System (GIS) data
- Previous inspection reports (identification of missing, or outdated inspection data)
- Previous evaluation studies/reports performed by the City, or other parties
- Existing hydrologic and hydraulic models for Virginia Park
- Design documents for on-going City Projects currently in design and construction
- Stormwater Atlas Sheets
- Digital Elevation Models and Roadway Profiles
- City-identified historical severe ponding locations
- City historical flooding complaint records provided by the City in GIS
- Review recent surveying data completed for other City projects such as Virginia Park to identify survey data that may not have to be repeated
- FDOT Record Drawings and Drainage Reports for I-4 and SR 580 (Busch Blvd)
- Identification of City owned versus FDOT/County owned infrastructure

Site Investigation

Site investigations will visually corroborate and supplement record data. Site visits shall include, at a minimum, visual inspections of:

- Potential constructability conflicts
- Existing utilities
- Stormwater and roadway infrastructure systems and condition assessment

- Public Right-of-Ways, drainage ways, and visual inspection of CSX and FDOT drainage connectivity
- Identify low lying areas and standing water during site visits.
- Specific site visits will be scheduled to observe and record standing water along the roadways after 2 major rainfall storm events.

Condition Assessment

The Firm will review existing condition assessment data, if available, and identify additional assessments to be performed to confirm the condition of the various assets. These assessments may include visual observations of stormwater inlets, structures, outfall/control structures and the CCTV inspection of stormwater piping and structures to confirm the assets that will require replacement or rehabilitation. These assessments will be performed, as necessary, via Allowance No. 5.7.

Deliverables

- Update of the stormwater infrastructure database per additional information obtained during the preliminary assessment phase. Data structure and attributes to be populated based on City of Tampa Geodatabase standards. Updated information is limited to City owned stormwater infrastructure.
- Summary of data gap required for system inspection and modeling shall be identified for additional surveying
- Stormwater-specific correspondence will be issued to identify limitations of the existing system and additional hydrologic and hydraulic modeling effort that needs to be conducted to assess drainage capacity, if required. Overall basin boundaries for such evaluation will be provided under this task to identify limits of modeling effort
- No summary of data review is presented under this task, relevant additional information will be incorporated into the GIS database.

The estimated level of effort for the site investigations and additional preliminary activities unique to the specific neighborhood, are included in the subtasks below:

Task 2.3.1 – East Tampa

The refinement for this neighborhood will entail:

- four, one-day site visits by two team members; two of the visits will be conducted after/during rainfall events. City's zone leader will accompany the Firm

Task 2.3.2 – Forest Hills

The refinement for this neighborhood will entail:

- five, one-day site visits by two team members; two of the visits will be conducted after/during rainfall events. City's zone leader will accompany the Firm.

Task 2.3.3 – Macfarlane Park

The refinement for this neighborhood will entail:

- three, one-day site visits by two team members; two of the visits will be conducted after/during rainfall events. City's zone leader will accompany the Firm.

Task 2.3.4 – Virginia Park

The refinement for this neighborhood will entail:

- three, one-day site visits by two team members; two of the visits will be conducted after/during rainfall events. City's zone leader will accompany the Firm.

The task will also include a review of the existing hydrologic and hydraulic model for Virginia Park, to include:

- Review existing XP SWMM Model for Lamb Ditch and evaluate additional work effort needed for basin analysis to assess proposed conditions. Additional analyses, when approved, will be conducted via Allowance 5.8.

Task 2.4 – Transportation Infrastructure

The preliminary scope assumes that approximately 150,000 LF of Roadway is to be rehabilitated, and another 282,000 LF of roadway system, throughout the four neighborhoods, to be evaluated. Also, four intersection signal improvements shall be designed and constructed.

Data Review

This activity includes the identification, review and organization of the available data provided by the City. The data collection/deliverable protocols will be developed as part of this activity. Items that will be reviewed include:

- Record drawings
- Geographic Information System (GIS) data
- Proposed infrastructure improvements (as depicted by the RFQ)
- Previous inspection reports (identification of missing, or outdated inspection data)
- Previous evaluation studies/reports performed by the City, or other parties
- Historic neighborhood/district information (Civic league/community meetings)
- Design documents for on-going City Projects currently in design and construction Pavement assessment (PCI) data
- Road classifications and brick streets data
- ADA and ramp area concerns
- S&PM conditions
- Sidewalk conditions; including sidewalk connectivity
- Signalization data
- Proposed walk-bike, complete street, pedestrian, or other proposed improvement projects
- Traffic counts and other traffic data

Site Investigation

Site investigations will visually corroborate and supplement record data for each street within each neighborhood and will include:

-
- PCI classified poor pavement assessment areas
- Brick street and asphalt overlaid brick street locations
- Historical district areas
- Citizen complaint areas
- Traffic calming concern areas
- Sidewalk conditions, including connectivity and existing ADA ramps
- Signalization
- S&PM vs. current standards

- Pedestrian crossing locations and opportunity for enhanced crosswalks
- Curbing, including logging existing Granite / Concrete Curbing
- Pedestrian routes, pedestrian attractors and bus stops
- Proposed walk-path locations including bike-ped improvement locations
- Potential complete street locations

Condition Assessment

No condition assessment of pavement will be performed.

Deliverables

- Summary of the findings from the data review and site investigations
- Summary of potential transportation issues
- Update of map data information with the proposed transportation improvements

The following subtasks include conducting the data reviews and site investigations and summarizing the data as defined above. The estimated level of effort for the site investigations and additional preliminary activities unique to the specific neighborhood are also included in the subtasks below

Task 2.4.1 – East Tampa

The refinement for this neighborhood will entail seven, one-day site visits by two team members. Task assumes approximately 126,600 LF of roadway within East Tampa.

Task 2.4.2 – Forest Hills

The refinement for this neighborhood will entail eight, one-day site visits by two team members. Task assumes approximately 141,100 LF of roadway within Forest Hills.

Task 2.4.3 – Macfarlane Park

The refinement for this neighborhood will entail five, one-day site visits by two team members. This task includes reviewing existing signalization specifically at MacDill Ave. & Tampa Bay Blvd. Task assumes approximately 75,200 LF of roadway within MacFarlane Park.

Task 2.4.4 – Virginia Park

The refinement for this neighborhood will entail six, one-day site visits by two team members. This task includes reviewing existing signalization specifically at:

- Manhattan Ave. & El Prado Blvd.
- Manhattan Ave. & Bay to Bay Blvd.
- Bay to Bay Blvd. & Church Ave.

Task assumes approximately 89,100 LF of roadway within Virginia Park.

Task 2.5 – Overall Project Coordination and Re-Prioritization

After completion of the preliminary assessment and data review within each neighborhood for each infrastructure area, this task will coordinate and re-prioritize the improvements to develop the comprehensive improvements required within each neighborhood. This task will not specifically identify the requirements and design criteria for each improvement as that will be part of the BODR in Task 3. Based on the preliminary findings from Tasks 2.1 to 2.4, the Firm will review areas where certain infrastructure priorities could impact the preliminary decisions within other infrastructure areas. For example, if a priority within the stormwater area requires replacement of a storm drain because of its

condition, it could now require replacement of a water main that was initially remaining as-is. Any water relocations that are triggered by another Department will be billed to that Department, during the construction phase. The Firm will identify areas where these situations occur and potential impacts to the other infrastructure areas.

The approach and findings for developing the final priority list will be documented in the BODR developed as part of Task 3. The BODR will clearly summarize the improvements within each neighborhood for each infrastructure area. The BODR will identify “undisturbed” roadway that is above any water, wastewater and stormwater pipes, including a map.

Task 3 – Basis of Design Report (BODR)

The Firm will produce one BODR for all four neighborhoods, which will include the infrastructure improvements in each neighborhood as separate sections. The BODR will define the main technical and physical considerations used in Project design development, which will serve as the basis for the Project’s design documents. No design drawings will be produced for this BODR. Improvement requirements and recommendations will be presented as sketches on 100 scale GIS drawings, aerials or other format, to convey locations and general requirements of the work. The Firm will attend a separate BODR review meeting with City staff to review each submitted draft report, which is included in Task 1.3.

Following the review meetings, the Firm will update the BODR based on the City’s input and will furnish one electronic pdf copy of the final BODR. The BODR will be submitted as a PDF for the draft and final versions. All native files that created the PDF will also be provided (MS Word, MS Excel, ArcMap, etc.).

The following subtasks include the major components of the BODR.

Task 3.1 – Summary of Overall Design Criteria

This task will summarize the general design requirements for the common infrastructure improvements within each neighborhood. The intent of this section is to serve as a guide for the improvements in the Project across the various infrastructures. Therefore, the information contained this section will not be repeated in each neighborhood subsection. The general design requirements that will be covered in this section include the following:

- General Design Criteria (pipe and appurtenance materials, valve and hydrant spacing, etc.)
- Civil Design Criteria
- General Roadway and Stormwater Design Requirements
- Typical City Standard details
- Compiled City Standards and Specifications General

Task 3.2 – East Tampa Neighborhood

This task will finalize the following major elements within the East Tampa Neighborhood:

Task 3.2.1 – Water Infrastructure

This task will evaluate and summarize the water main improvements within the East Tampa neighborhood to include:

- Preliminary GIS-based maps (100 scale) of proposed water main improvements including recommended installation methods (open cut vs trenchless)
- Summary of water infrastructure relocations dictated by improvements from other Departments
- Summary of assumptions made to determine installation methods and recommended horizontal pipe alignment
- Preliminary Water Cost Estimate to support trenchless vs. open cut construction method will accompany BODR

Task 3.2.2 – Wastewater Infrastructure

This task will evaluate and summarize the wastewater improvements within the East Tampa neighborhood to include:

- Preliminary GIS-based maps (100 scale) of proposed sanitary sewer improvements. Maps will identify gravity sewers and manholes to be replaced, rehabilitated and abandoned
- Identification of properties affected by sanitary sewer relocation
- Summary of sewer infrastructure relocations dictated by improvements from other Departments
- Preliminary Wastewater Cost Estimate will accompany BODR

Task 3.2.3 – Stormwater Infrastructure

This task will evaluate and summarize the stormwater main pipe replacement improvements within the East Tampa neighborhood to include:

- Summary of the drainage and stormwater improvements, to include replacement pipes, proposed pipes, pipes to be inspected and basin areas to be studied. Detailed basin analyses, if required, will be conducted under Allowance 5.8.
- Recommendations, summaries and maps (100 scale) for the storm sewer improvements
- Summary of installation recommendations and rehabilitation processes
- Preliminary maps of existing low-lying areas with nuisance flooding that are to be addressed
- Preliminary maps of the evaluated stormwater projects including storm sewers improvements, structures, and controls.

Task 3.2.4 – Transportation Infrastructure

This task will evaluate and summarize the transportation improvements within the East Tampa neighborhood to include:

- Identify any areas that need to have the existing right-of-way line verified.
- Determine method of rehabilitation or replacement for roadway pavement
- Determine roadway drainage improvement needs (ties in with stormwater improvements)
- Determine and prioritize new sidewalk locations
- Determine where there is a need for Complete Streets and bike-ped improvements
- Determine traffic calming areas.
- Determine S&PM upgrade needs
- Determine pedestrian crossing needs; enhanced crosswalk opportunities and locations

- Evaluate Green Artery Perimeter Trail
- Road segments to be restored due to underground impacts
- Road segments requiring road resurfacing due to ponding issues
- Proposed traffic calming elements

Task 3.2.5 – Summary of Improvements

This task summarizes the improvements for each infrastructure area within this neighborhood and will include the following key elements:

- A summary of the proposed improvements and objectives
- Preliminary sketches of the combined improvements
- Preliminary Maintenance of Operation Plans
- Permitting Requirements
- Initial Constructability Reviews
- Potential property/easement issues or acquisitions requirements

Task 3.3 – Forest Hills Neighborhood

This task will finalize the following major elements within the Forest Hills Neighborhood:

Task 3.3.1 – Water Infrastructure

This task will evaluate and summarize the water main improvements within the Forest Hills neighborhood to include:

- Preliminary GIS-based maps (100 scale) of proposed water main improvements including recommended installation methods (open cut vs trenchless)
- Summary of water infrastructure relocations dictated by improvements from other Departments
- Summary of assumptions made to determine installation methods and recommended horizontal pipe alignment
- Preliminary Water Cost Estimate to support trenchless vs. open cut construction method will accompany BODR

Task 3.3.2 – Wastewater Infrastructure

This task will evaluate and summarize the wastewater improvements within the Forest Hills neighborhood to include:

- Preliminary GIS-based maps (100 scale) of proposed sanitary sewer improvements. Maps will identify gravity sewers and manholes to be replaced, rehabilitated (by others) and abandoned
- Summary of sewer infrastructure relocations dictated by improvements from other Departments
- Preliminary Wastewater Cost Estimate of relocations dictated by other departmental impacts will accompany BODR.

Task 3.3.3 – Stormwater Infrastructure

This task will evaluate and summarize the stormwater improvements within the Forest Hills neighborhood to include:

- Recommendations, summaries and maps (100-scale) for the storm sewer improvements to include replacement pipes, proposed pipes, pipes to be inspected and basin areas to be studied. Detailed basin analyses, if required, is to be conducted under Allowance 5.8.
- Summary of installation recommendations and rehabilitation processes
- Identification of properties affected by storm sewer and easement needs
- Preliminary maps of existing low-lying areas with nuisance flooding that are to be addressed
- Preliminary maps of evaluated stormwater projects including storm sewers improvements, structures, and controls.

Task 3.3.4 – Transportation Infrastructure

This task will evaluate and summarize the transportation improvements within the Forest Hills neighborhood to include:

- Identify any areas that need to have the existing right-of-way line verified.
- Determine method of rehabilitation or replacement for roadway pavement
- Determine roadway drainage improvement needs (ties in with stormwater improvements)
- Determine and prioritize new sidewalk locations
- Determine where there is a need for Complete Streets and bike-ped improvements
- Determine traffic calming areas.
- Determine S&PM upgrade needs
- Determine pedestrian crossing needs; enhanced crosswalk opportunities and locations
- Road segments to be restored due to underground impacts
- Road segments requiring road resurfacing due to ponding issues
- Proposed traffic calming elements
- North Boulevard Complete Streets, safety and roundabout Improvements

Task 3.3.5 – Summary of Improvements

This task summarizes the improvements for each infrastructure area within this neighborhood and will include the following key elements:

- A summary of the proposed improvements and objectives
- Preliminary sketches of the combined improvements
- Preliminary Maintenance of Operation Plans
- Permitting Requirements
- Initial Constructability Reviews
- Potential property/easement issues or acquisitions requirements

Task 3.4 – Macfarlane Park Neighborhood

This task will finalize the following major elements within the Macfarlane Park Neighborhood:

Task 3.4.1 – Water Infrastructure

This task will evaluate and summarize the water main improvements within the Macfarlane Park neighborhood to include:

- Preliminary GIS-based maps (100-scale) of proposed water main improvements including recommended installation methods (open cut vs trenchless)
- Summary of water infrastructure relocations dictated by improvements from other Departments

- Summary of assumptions made to determine installation methods and recommended horizontal pipe alignment
- Summary of recommendations and results from the limited modeling efforts from Task 2.2.3
- Preliminary Water Cost Estimate to support trenchless vs. open cut construction method will accompany BODR

Task 3.4.2 – Wastewater Infrastructure

This task will evaluate and summarize the wastewater improvements within the Macfarlane Park neighborhood to include:

- Preliminary GIS-based maps (100 scale) of proposed sanitary sewer improvements. Maps will identify gravity sewers and manholes to be replaced, rehabilitated and abandoned
- Identification of properties affected by sanitary sewer relocation
- Summary of sewer infrastructure relocations dictated by improvements from other Departments
- Preliminary Wastewater Cost Estimate will accompany BODR

Task 3.4.3 – Stormwater Infrastructure

This task will evaluate and summarize the stormwater improvements within the MacFarlane Park neighborhood to include:

- Summary of the drainage and stormwater improvements to include replacement pipes, proposed pipes, pipes to be inspected and basin areas to be studied. Detailed basin analyses, if required, is to be conducted under Allowance 5.8.
- Recommendations, summaries and maps (100 scale) for the storm sewer improvements
- Summary of installation recommendations and rehabilitation processes
- Identification of properties affected by storm sewer and easement needs
- Preliminary maps of existing low-lying areas with nuisance flooding that are to be addressed
- Preliminary maps of evaluated stormwater projects including storm sewers improvements, structures, and controls.
- Preliminary location map of proposed water quality improvements and associated design criteria

Task 3.4.4 – Transportation Infrastructure

This task will evaluate and summarize the transportation improvements within the MacFarlane Park neighborhood to include:

- Identify any areas that need to have the existing right-of-way line verified.
- Determine method of rehabilitation or replacement for roadway pavement
- Evaluate and compare locations where paved brick streets that are being impacted by water, wastewater, or stormwater utility work, could be restored using the original bricks vs. removing and salvaging the bricks and restoring the road with asphalt pavement design.
- Determine roadway drainage improvement needs (ties in with stormwater improvements)
- Determine and prioritize new sidewalk locations
- Determine where there is a need for Complete Streets and bike-ped improvements
- Determine traffic calming areas.
- Determine S&PM upgrade needs
- Determine pedestrian crossing needs; enhanced crosswalk opportunities and locations

- Road segments to be restored due to underground impacts
- Road segments requiring road resurfacing due to ponding issues
- Proposed traffic calming elements

Task 3.4.5 – Summary of Improvements

This task summarizes the improvements for each infrastructure area within this neighborhood and will include the following key elements:

- A summary of the proposed improvements and objectives
- Preliminary sketches of the combined improvements
- Preliminary Maintenance of Operation requirements
- Permitting Requirements
- Initial Constructability Reviews
- Potential property/easement issues or acquisitions requirements

Task 3.5 – Virginia Park Neighborhood

This task will finalize the following major elements within the Virginia Park Neighborhood:

Task 3.5.1 – Water Infrastructure

This task will evaluate and summarize the water main improvements within the Virginia Park neighborhood to include:

- Preliminary GIS-based maps (100 scale) of proposed water main improvements including recommended installation methods (open cut vs trenchless)
- Summary of water infrastructure relocations dictated by improvements from other Departments
- Summary of assumptions made to determine installation methods and recommended horizontal pipe alignment
- Preliminary Water Cost Estimate to support trenchless vs. open cut construction method will accompany BODR

Task 3.5.2 – Wastewater Infrastructure

This task will evaluate and summarize the wastewater improvements within the Virginia Park neighborhood to include:

- Preliminary GIS-based maps (100 scale) of proposed sanitary sewer improvements. Maps will identify gravity sewers and manholes to be replaced, rehabilitated (by others) and abandoned
- Summary of sewer infrastructure relocations dictated by improvements from other Departments
- Preliminary Wastewater Cost Estimate will accompany BODR

Task 3.5.3 – Stormwater Infrastructure

This task will evaluate and summarize the stormwater improvements within the Virginia Park neighborhood to include:

- Recommendations, summaries and maps (100 scale) for the storm sewer improvements to include replacement pipes, proposed pipes, pipes to be inspected and basin areas to be studied. Detailed basin analyses, if required, will be conducted under Allowance 5.8.

- Summary of installation recommendations and rehabilitation processes
- If required, based on basin analyses conducted under Allowance Task 5.8, provide drainage conditions improvement and pipe capacity upgrades within the project area. Identification of properties affected by storm sewer and easement needs
- Preliminary maps of existing low-lying areas with nuisance flooding that are to be addressed
- Preliminary maps of evaluated stormwater projects including storm sewers improvements, structures, and controls.

Task 3.5.4 – Transportation Infrastructure

This task will evaluate and summarize the transportation improvements within the Virginia Park neighborhood to include:

- Identify any areas that need to have the existing right-of-way line verified.
- Determine method of rehabilitation or replacement for roadway pavement
- Determine roadway drainage improvement needs (ties in with stormwater improvements)
- Determine and prioritize new sidewalk locations
- Determine where there is a need for Complete Streets and bike-ped improvements
- Determine traffic calming areas.
- Determine S&PM upgrade needs
- Determine pedestrian crossing needs; enhanced crosswalk opportunities and locations
- Road segments to be restored due to underground impacts
- Road segments requiring road resurfacing due to ponding issues
- Proposed traffic calming elements

Task 3.5.5 – Summary of Improvements

This task summarizes the improvements for each infrastructure area within this neighborhood and will include the following key elements:

- A summary of the proposed improvements and objectives
- Preliminary sketches of the combined improvements
- Preliminary Maintenance of Operation Plans
- Permitting Requirements
- Initial Constructability Reviews
- Potential property/easement issues or acquisitions requirements

Task 4 – Public Outreach Program Development

The main point of contact for city inquiries regarding public outreach efforts will be:

Darren Alfonso
DarrenA@ConsultVistra.com
 813-957-3208

Task 4.1 – Public Outreach Planning

Task 4.1.1 - Development of a Stakeholder Database

The stakeholder database will identify the target audience so that relevant project information can be disseminated to the affected communities. Building a stakeholder database for each of the 4 neighborhoods which will include:

- Residents
- Homeowners' associations
- Business owners
- Social service and community organizations
- Civic organizations
- Churches
- Schools
- Law enforcement
- Emergency services

Task 4.1.2 – Creation of a Basic Project Website

The initial project's basic website will contain information about the work being performed in each of the 4 neighborhoods. The firm will build a website that will include the ability to update in the future. The Basis website will include the following elements:

- An overview of each neighborhood's projects
 - Projects' objectives
 - Public Meeting Feedback Page (Wiki)
- Graphics
- Contact information
- Mobile device compatibility
- 508 compliance

Task 4.1.3 – Development of a Community Awareness Plan (CAP)

The firm will develop a comprehensive Community Awareness Plan (CAP) specifically tailored to the unique needs of each of the 4 neighborhoods. The CAP will serve as a blueprint for the team's outreach efforts as well as internal communication protocols providing a continuity of service that will ensure an efficient and streamlined product. The following elements will be included within the project's CAP:

- Establish outreach goals and objectives
- Establish internal/external communication protocols and procedures

Clear communication protocols will ensure the timely turnaround for reviewing deliverables and for addressing stakeholder inquiries and concerns. Examples include:

- Points of contact
- Chain of communication
- Timelines for review of deliverables
- Response times internally
- Response times with stakeholders
- Escalation matrix
- Working with media
- Documentation of stakeholder communications

The CAP will also identify unique aspects of each neighborhood which will help define the outreach activities to be performed. These would include:

- Communication strategies specific to each neighborhood
 - Messaging
 - Collateral materials to be utilized
 - Fact sheets
 - Project business cards
 - Project Information magnets
 - Newsletters
 - Frequently Asked Questions
- Platforms and methods to disseminate project information
 - Email blasts
 - Direct mail-outs
 - Door hangers
 - Social media
 - Meetings with stakeholders
- Demographics of each neighborhood
- Strength of neighborhood associations
- Leadership within the community
- Community organizations
- Current level of community engagement
- Dedicated Firm Point of Contact
- ADA compliant facilities for in-person public meetings (if applicable)

Task 4.2 - Public Outreach Activities

Task 4.2.1 - Assist with Four (4) Virtual Public Workshops

The project workshops will serve as the Firm's initial introduction of each project to the 4 affected neighborhoods. This will entail the creation of 4 virtual presentations providing overviews of the work to be performed as well as timelines.

- Utilize a videoconferencing platform to host meetings
- Develop PowerPoint slides with materials provided by Kiewit for all 4 neighborhoods
- Participate in practice presentation(s) and adjust/modify slides accordingly
- Mail one round of workshop notifications to project area stakeholders and residents
- Send email blasts to stakeholder's when emails are available

Task 4.3 - Public Outreach Design Coordination

This task includes the Firm Staff Support for the Public Outreach Coordination. The following are specific activities to be included as part of this task:

- Producing graphics / deliverables for Public Outreach efforts
- Attend 4 Public Outreach meetings (one per neighborhood), to determine requested transportation improvements, required to develop the BODR
- Coordination with City representatives, public outreach, Firm Staff, and property owners

Task 5 – Allowances

At the request of the City, the Firm will perform additional services not listed in the above scope. Additional services may include the following:

5.1	<p><u>Additional Design Build Program Management</u> This includes management efforts, above and beyond Task 1, which will support the Project after 24 weeks of the Project Development Services, until an NTP is issued on Phase 2.</p>
5.2	<p><u>Additional Engineering and Analysis Efforts</u> This includes additional engineering, modeling, or analysis efforts of additional requested work, above and beyond previous tasks listed above, up to the allowance amount. This task also includes any engineering, planning and management efforts to identify scope and develop a GMP for early works packages of Water, Sewer and Stormwater Infrastructure Operations, up to the allowance amount. Cost will be distributed among the four Departments.</p>
5.3	<p><u>Field Survey</u> This includes planning, management and providing limited field survey to obtain key items which will be used in developing the neighborhood area BODRs based on Task 2.6. An allowance has been included for these services.</p>
5.4	<p><u>Regulatory Meetings</u> This includes attending preliminary review meetings with regulatory agencies to identify permitting and coordination requirements for the proposed improvements.</p>
5.5	<p><u>Additional Public Outreach Efforts</u> This includes efforts for additional engineering support, planning, or management for Public Outreach efforts, beyond the 24 weeks assumed in Task 4, or for additional requests.</p>
5.6	<p><u>Workforce Development Program</u> Reporting on the Firm's Workforce Development Program elements as described in RFQ 20C-00002 is included in Project Management in Task 1; however, should the City impose additional requirements over and above the Firm's existing Workforce Development Program, this allowance may be used. Additional requirements could include, but not limited to, development of action plans specific to this project, development of new metrics to support the City's Transforming Tampa's Tomorrow (T3) Program or setting up a new training center(s) specific to one of the four neighborhoods. Finally, the Firm, shall seek grant assistance such as Coronavirus Aid, Relief, and Economic Security (CARES) Act funding to mitigate any additional costs to the City.</p>
5.7	<p><u>CCTV Allowances for Stormwater</u> This includes any planning, management, and field work for cleaning, visual observations and CCTV inspections of storm pipelines or structures and collection of data. Structure inspections will be completed in a manner that identifies deficiencies that require repair and to document levels of debris in the connecting piping.</p>
5.8	<p><u>Stormwater Basin Analysis</u> This includes limited efforts for hydrodynamic basin analysis that may be required for the project, up to the allowance amount. Efforts associated with H&H modeling will be limited</p>

	to evaluation of 5 year/24-Hour, 25year/24-hour, and 100year-24-hour storm events for permitting purposes.
5.9	<u>Stormwater Additional Site Visits and Technology</u> This allowance includes additional in person site visits above what was assumed in Task 2.3, as well as Utilizing technology to determine/document low points for standing water conditions.

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 allowance allowed are those clearly identified in the Agreement (including this Exhibit A, and other incorporated Exhibits.) Any remaining allowance amounts shall belong 100% to the City.

3.0 – PROJECT DELIVERABLES

See the below summary of deliverables for the Project Development Services portion of this Project:

Task	Deliverable
3.0	BODR
4.1	Community Awareness Plan

4.0 – CLARIFICATIONS & EXCLUSIONS

1. City of Tampa to provide Survey Control, as well as the control data required to perform Survey.
2. The City will provide available right of way information (Public right of way, easements, and utility encumbrances) within the Project Areas.
3. The City will provide existing Utility Franchise Agreements within the Project areas.
4. The City will provide GIS geodatabase(s) and legacy piping/structure inspection reports and video as applicable.
5. The extents of water main replacements will be provided by the City.
6. No sewer CCTV data will be reviewed. The extent of sewer main and manhole relocations, replacement and rehabilitation will be provided by the City. The Firm will provide back-to-front lateral relocation recommendations and identify adjustments that result from the actions of other Departments.
7. Any condition assessment efforts, if required, will be performed after the completion of preliminary evaluations via the use of the allowances with approval from the City. The base schedule does not include the time associated with receiving City approval, performing CCTV inspections, reviewing data and providing recommendations.
8. City to provide the requested data within 10 business days.
9. The Firm will reasonably rely upon the accuracy and completeness of the information provided by the City through the development of documents.

10. Submittal reviews of plans, reports, and other documents will be performed by the City within 10 business days.
11. Permitting support including contacts with permitting agencies, and the facilitation of appropriate City signatures on application forms.
12. Contaminated soils and contaminated groundwater will not be encountered within the confines of the Project Limits.
13. Models provided by the City are already be calibrated.
14. No wastewater modeling is assumed within this project scope. Additional modeling efforts can be performed under the identified Allowances if necessary.
15. The software utilized for this Project will include the following:
 - i. Document Management and file transfer - Team Binder
 - ii. All other file storage – SharePoint
 - iii. Project Schedule – MS Project
 - iv. Document Reviews – Bluebeam (Studio) Revu 2019
 - v. Other Files (Specifications, BODRs, Calculations, Email, etc.) – Microsoft Office 365
 - vi. Conference Calls and Video Communication – Microsoft Teams / WebEx
 - vii. Water System Hydraulic Model - InfoWater
 - viii. Computer Aided Drafting:
 - Site Improvements and piping and profiles – Autodesk Civil 3D 2020
 - Non-3D drawings – Autodesk AutoCAD 2020

Revisions to Exhibit C

The following changes are hereby incorporated and take precedence over Exhibit C of THIS AGREEMENT.

1. Exhibit C, Article A is revised to state:

*“..... personal injury liability, death, employees-as-insureds. **However, the City will accept exclusions that apply under ISO Form CG 00 01 generally and coverages contemplated by this Agreement that are commercially available.** Products and completed operations.....”*
2. Exhibit C, Articles E (Builders Risk Insurance) & F (Installation Floater) are removed in their entirety.
3. Exhibit C, Article G is hereby clarified that all subcontractors and subconsultants are not required to meet the limits of professional Liability of \$4 M per claim and \$4M per aggregate. Professional subcontractors and subconsultants will provide limits in accordance with industry standards. The Firm will provide the required limits.
4. Exhibit C, Article N (Property Insurance and Interruption of Business CIOB Insurance) is removed in its entirety.
5. Exhibit C Additional Requirements ACCEPTABILITY OF INSURERS is revised to state:

*“ACCEPTABILITY OF INSURERS – Insurance is to be placed with insurers admitted **or authorized** 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.”*
6. Exhibit C Additional Requirements ADDITIONAL INSURED is revised to state:

“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 coverages except Professional Liability, **Cyber Liability, Workers' Compensation and Railroad Protective Liability** . . ."*

7. Exhibit C Additional Requirements PERFORMANCE is removed in its entirety.
8. Exhibit C Additional Requirements PRIMARY POLICIES is revised to state:

*"PRIMARY POLICIES – Firm's insurance coverage except Worker's Compensation and Employer's Liability Insurance, **Cyber Liability** and Professional Liability shall be primary insurance coverage . . ."*

9. Exhibit C Additional Requirements SUBCONTRACTORS/INDEPENDENT ASSOCIATES/CONSULTANTS/SUBTENANTS/SUBLICENSEE is revised to state:

*"Subcontractors/Independent Associates/Consultants/Subtenants/Sublicensee – Firm shall **require Subcontractors to provide insurance per Firm's usual business practices and ensure Subcontractor includes** the City as an additional insured by endorsement (ISO Form CG 20 38 **in regard to the Commercial General Liability insurance**, or broader.)"*

10. Exhibit C Additional Requirements WAIVER/RELEASE AGREEMENT is revised to state:

*"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 **arising out of or in connection with the performance of the Agreement**, shall include the City, its elected officials, departments, officers, officials, employees, and volunteers to the same extent as Firm, when this ."*

11. Exhibit C Additional Requirements DEDUCTIBLES / SELF-INSURED RETENTIONS (SIR) is hereby disclosed and approved by the City below:

The Firm's insurance program has the following deductibles / SIRs:

Commercial General Liability - \$5 million deductible

Commercial Automobile Liability - \$5 million deductible

Workers' Compensation / Employers' Liability – \$5 million State qualified self-insured*

Contractor's Professional Liability – \$5 million

**Florida Self-Insurers Guarantee Association Inc. (FSIGA) Employer Number 169048.*

5.0 – SCHEDULE

Project Development Services is anticipated to be completed in 24 weeks.

Task	Anticipated Duration
Task 1 – Design Build Project Management	Ongoing for up to 24 weeks, from receipt of NTP
Task 2 – Preliminary Services / Data Assessment	Approximately 12 weeks from receipt of NTP
Task 3 – Basis of Design Report	Approximately 12 weeks after the completion of Task 2
Task 4 – Public Outreach Coordination	As needed, based on Task 4 Scope
Task 5 – Allowances	Ongoing, as approved by the City

End of Exhibit A

Exhibit B
Comprehensive Infrastructure for Tampa's Neighborhoods 20-C-0002

Task #	Task	Unit of Measure	Total Cost
Task 1.1	Project Management	LS \$	396,360
Task 1.2	Program Oversight	LS \$	205,789
Task 1.3	Project Meetings	LS \$	70,861
	Task 1 Subtotal	LS Subtotal	\$ 673,010
Task 2.1	Water Infrastructure	LS \$	83,666
Task 2.2	Wastewater Infrastructure	LS \$	90,961
Task 2.3	Stormwater Infrastructure	LS \$	168,521
Task 2.4	Transportation Infrastructure	LS \$	235,829
Task 2.5	Overall Project Coordination and Re Prioritization	LS \$	100,628
	Task 2 Subtotal	LS Subtotal	\$ 679,605
Task 3.1	Summary of Overall Design Criteria	LS \$	60,324
Task 3.2	East Tampa BODR	LS \$	263,230
Task 3.3	Forest Hills BODR	LS \$	296,575
Task 3.4	Macfarlane Park BODR	LS \$	256,372
Task 3.5	Virginia Park BODR	LS \$	230,052
	Task 3 Subtotal	LS Subtotal	\$ 1,106,553
Task 4.1	Public Outreach Planning	NTE \$	48,414
Task 4.2	Public Outreach Activities	NTE \$	14,512
Task 4.3	Public Outreach Design Coordination	NTE \$	36,962
	Task 4 Subtotal	NTE Subtotal	\$ 99,888
	Task Subtotal		\$ 2,559,056
	Project Development Services Fee (5%)		\$ 127,953
	Grand Total		\$ 2,687,009

Task #	Allowances		
Task 5	Allowances	NTE Subtotal	\$ 1,675,000

Grand Total
With Allowances \$ 4,362,009

*LS Items to be paid on a percent complete basis each pay period

** NTE (Not to Exceed) items will only be used with City approval, approved rates and fee billed each pay period

Comprehensive Infrastructure for Tampa's Neighborhood 20-C-0002

Task #	Task	Wastewater				Stormwater				Transportation			
		Water Portion		Portion		Portion		Portion		Portion		Portion	
Task 1.1	Project Management	\$	51,527	\$	51,527	\$	134,762	\$	158,544				
Task 1.2	Program Oversight	\$	26,753	\$	26,753	\$	69,968	\$	82,316				
Task 1.3	Project Meetings	\$	9,212	\$	9,212	\$	24,093	\$	28,344				
	Task 1 Subtotal	\$	87,491	\$	87,491	\$	228,823	\$	269,204				
Task 2.1	Water Infrastructure	\$	83,666										
Task 2.2	Wastewater Infrastructure			\$	90,961								
Task 2.3	Stormwater Infrastructure					\$	168,521						
Task 2.4	Transportation Infrastructure									\$	235,829		
Task 2.5	Overall Project Coordination and Re Prioritization	\$	13,082	\$	13,082	\$	34,214	\$	40,251				
	Task 2 Subtotal	\$	96,748	\$	104,043	\$	202,735	\$	276,080				
Task 3.1	Summary of Overall Design Criteria	\$	7,842	\$	7,842	\$	20,510	\$	24,130				
Task 3.2	East Tampa BODR	\$	30,520	\$	30,520	\$	92,898	\$	109,292				
Task 3.3	Forest Hills BODR	\$	34,855	\$	34,855	\$	104,236	\$	122,630				
Task 3.4	Macfarlane Park BODR	\$	29,628	\$	29,628	\$	90,566	\$	106,549				
Task 3.5	Virginia Park BODR	\$	26,207	\$	26,207	\$	81,618	\$	96,021				
	Task 3 Subtotal	\$	129,052	\$	129,052	\$	389,828	\$	458,621				
Task 4.1	Public Outreach Planning	\$	2,421	\$	2,421	\$	9,683	\$	33,890				
Task 4.2	Public Outreach Activities	\$	726	\$	726	\$	2,902	\$	10,158				
Task 4.3	Public Outreach Design Coordination	\$	1,848	\$	1,848	\$	7,392	\$	25,873				
	Task 4 Subtotal	\$	4,994	\$	4,994	\$	19,978	\$	69,922				
	Task Subtotal	\$	318,285	\$	325,580	\$	841,364	\$	1,073,827				
	Project Development Services Fee (5%)	\$	15,914	\$	16,279	\$	42,068	\$	53,692				
	Grand Total	\$	334,199	\$	341,859	\$	883,432	\$	1,127,519				

Task #	Allowances	Wastewater				Stormwater				Transportation			
		Water Portion		Portion		Portion		Portion		Portion		Portion	
Task 5.1	Additional Design Build Program Management	\$	22,750	\$	22,750	\$	59,500	\$	70,000				
Task 5.2	Additional Engineering and Analysis Efforts	\$	18,200	\$	18,200	\$	47,600	\$	56,000				
Task 5.3	Field Survey					\$	12,000	\$	28,000				
Task 5.4	Regulatory Meetings	\$	5,200	\$	5,200	\$	13,600	\$	16,000				
Task 5.5	Additional Public Outreach Efforts	\$	750	\$	750	\$	3,000	\$	10,500				
Task 5.6	Workforce Development Program	\$	3,750	\$	3,750	\$	3,750	\$	3,750				
Task 5.7	CCTV Allowances for Storm water					\$	1,100,000						
Task 5.8	Stormwater Basin Analysis					\$	95,000						
Task 5.9	Stormwater Additional Site Visits and Technology					\$	55,000						
Task 5	Allowances	\$	50,650	\$	50,650	\$	1,389,450	\$	184,250				

Grand Total
With Allowances \$ 384,849 \$ 392,509 \$ 2,272,882 \$ 1,311,769

Exhibit C

CITY OF TAMPA INSURANCE REQUIREMENTS

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

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

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

MINIMUM SCOPE AND LIMIT OF INSURANCE ¹

A. Commercial General Liability (CGL) Insurance on the most current Insurance Services Office (ISO) Form CG 00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily, personal and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and completed operations liability coverage maintained for at least 3 years after completion of work. Limits shall not be less than \$1M per occurrence and \$2M general aggregate for Agreements. If a general aggregate limit applies; it shall apply separately to the project/location (ISO CG 2S 03 or 2S 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, Firm will provide an increasing amount of liability coverage as the amount of work increases. A \$50M excess liability tower will be provided for the first three years. Limits will be reviewed at the renewal for appropriateness, with an eventual maximum limit of \$100M in excess coverage. 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 value under construction and not accepted by the City, 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. Firm to provide an increasing limit of coverage to coincide with the issuance of GMP's. Wind/named storm and flood sub-limits not to exceed \$50M. **(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 (CRPL) 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 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.; cover- age 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 with 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 licensed and authorized to conduct business 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

Tampa's Equal Business Opportunity Program Procedures for GMP Contracts

- The City of Tampa's Equal Business Opportunity Program (EBO) requires setting a construction subcontract goal on each GMP under the CM /or D-Build delivery system.
- Prior to the time construction subcontract goals are set, the Construction Manager (CM) or the Design-Builder (D-B) provides information on subcontract packages planned for the construction phase(s) and their sequencing.
(Ref: use Detailed GMP Estimate and MBD Form-80 PTW)
- The CM (or D-B) participates in a meeting wherein the City will establish narrowly-tailored project goals for SLBE and/or W/MBE subcontractor participation on the project.
(Ref: use MBD Form-70)
- For each subcontracting package to be bid, the CM (or D-B) confirms with the MBD Office, the City's minimum contact list of available SLBE and/or W/MBE firms to be solicited. Note: strategic, extensive outreach is the CM/DB's responsibility (i.e. GFCEP)
(Ref: use Minimum Contact List provided w/final Project EBO Determination Goal)
- The CM (or D-B) documents the notification of **all** potential subcontractors, including the SLBE or W/MBE firms identified above, i.e. minimum contact list of certified firms.
(Ref: use DMI 10-20 for construction phase Solicitation/Utilization outcomes)
- 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.
(Ref: use MBD Form-50 GFCEP outreach w/documentation)
- 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. **(Ref: Reaffirm EBO Outreach)**
- 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 and MBD with copy of executed agreement or purchase order as documentation. **(Ref: use MBD Form-40 LOIs execute "Letters-of-Intent")**
- 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.
(Ref: use #1-DMI 30 Form w/Pay Applications; #2-Prime & Subs must log into Diversity Mgt. Compliance System to report payment activity)

MBD-10 All Solicited Form
(DESIGN / PRECONSTRUCTON PHASE)

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 or Services NIGP Code (listed above)	Contact Method L = Letter F = Fax E = Email P = Phone	Quote or Response Received Y/N
Federal ID					
O 13-2904652	Hazen & Sawyer 10002 Princess Palm Ave, Registry One Building, Ste 200, Tampa, FL 33619 PH: 813-682-1223, cwells@hazenandsawyer.com	CM	925	E, P	Y
O 56-2136769	McKim & Creed, Inc. 3903 Northdale Blvd, Tampa, FL 33624 PH: 813-549-3740, Email: dwehner@mckimcreed.com	CM	925	E, P	Y
O 23-1683429	Pennoni Associates, Inc. 2555 Nursery Rd, Suite 104, Clearwater, FL 33764 PH: 727-451-9563, Email: Pnikolov@Pennoni.com	CM	925	E, P	Y
W 59-1677145	Kisinger Campo & Assoc., Corp./KCCS, Inc. 201 N Franklin St. STE 400, Tampa, FL 33602 PH: 813-871-5331, Fax: 813-871-5135, Email: operations@kisingercampo.co	HM	925	E, P	Y
W, S 59-1677145	Grissom Smith, LLC 12406 Pony Court, Tampa, FL 33626 PH: 813-230-3632, Email: grissomjl@grissomsmith.com	CF	925	E, P	Y
S 72-1606013	Land & Water Engineering Science, Inc. 8950 Dr Martin Luther King Jr St N, Suite 205, St Petersburg, FL 33702 PH: 727-202-8958	CM	925	E, P	Y
O 52-1604386	KCI Technologies, Inc. 4041 Crescent Park Dr, Tampa, FL 33578 PH: 813-740-2300, Email: Thomas.Capell@kci.com	N/A	925	E, P	Y
W, S 27-2195097	Nichols Landscape Architecture Inc. 154 Whitaker Rd., Suite B, Lutz, FL 33549 PH: 813-948-8810, Fax: 877-246-3714, Email: celia@nichols-la.com	CF	925	E, P	Y
W, S 59-2733609	Suncoast Land Surveying, Inc. 111 Forest Lakes Blvd. S., Oldsmar, FL 34677 PH: 813-854-1342, Fax: 813-354-3435, Email: mariesls@tampabay.rr.com	CF	925	P, E	Y
W 27-2336599	L & S Diversified 405 Lake Howell Rd, Suite 1001, Maitland, FL 32751 PH: 407-681-3836, Email: sherry.manor@lssurveyor.co	AF	925	E, P	Y
W 26-0663075	DJ Public Relations, Inc. 1771 Cameron Ct., Trinity, FL 34655 PH: 727-992-6928, Email: diane@DJPublicRelations.com	CF	918	E, P	Y
W 14-1993874	Vistra Communications LLC, DBA Vistra 18315 N US Hwy 41, Lutz, FL 33549 PH: 813-961-4700, Fax: 813-961-4702, Email: BRIAN@CONSULTVISTRA.com	BM	912	E, P	Y
W 59-3154723	Tierra, Inc. 7351 Temple Terrace Hwy, Tampa, FL 33637 PH: 813-989-1354, Fax: 813-989-1355, Email: lmahiquez@tierraeng.com	HM	925	E, P	Y
W, S 20-3422039	Earth Resources Inc. 3411 Dorchester St., Tampa, FL 33611 PH: 813-333-2971, Fax: 813-333-2984, Email: nscott@earthresources.us	CF	925	E, P	Y
W, S 33-1142500	Paynes Environmental Services, LLC 5617 Causeway Blvd, Tampa, FL 33619 PH: 813-677-6822, Fax: 866-467-9029, Email: paynestree@cs.com	HF	909	E, P	Y



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.: 20-C-00002 Contract Name: Comprehensive Infrastructure for Tampa's Neighborhoods- Design-Build – Project Development Services (1st Phase)

Company Name: Kiewit Infrastructure South Co. Address: 5405 Cypress Center Drive, Suite 210 Tampa FL 33609
 Federal ID: 47-0530367 Phone: 813-337-5222 Fax: N/A Email: Brad.Williamson@kiewit.com

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

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

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

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

No Firms are listed to be utilized because: _____

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

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

S = SLBE W=WMBE O =Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
O	Hazen & Sawyer (Subcontractor to Kiewit) 1000 N. Ashley Drive Suite 1000 Tampa, FL 33602 PH: 813-682-1223, cwells@hazenandsawyer.com	CM	925	N/A	50%
13-2904652					
W	Vistra Communications LLC (Subcontractor to Kiewit) 18315 N US Hwy 41, Lutz, FL 33549 PH: 813-961-4700, Fax: 813-961-4702, Email: Brian@ConsultVistra.com	BM	925	\$62,926	1%
14-1993874					

Total ALL Subcontract / Supplier Utilization \$ 2,228,855
 Total SLBE Utilization \$ 0
 Total WMBE Utilization \$ 62,926
 Percent SLBE Utilization of Total Bid/Proposal Amt. 0 % Percent WMBE Utilization of Total Bid/Proposal Amt. 1 %

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

Signed: Benjamin J. Carnazzo Name/Title: Benjamin J. Carnazzo, Sr. VP Date: 6-30-2020



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.: 20-C-00002 Contract Name: Comprehensive Infrastructure for Tampa's Neighborhoods- Design-Build – Project Development Services (1st Phase)

Company Name: Kiewit Infrastructure South Co. Address: 5405 Cypress Center Drive, Suite 210 Tampa FL 33609
 Federal ID: 47-0530367 Phone: 813-337-5222 Fax: N/A Email: Brad.Williamson@kiewit.com

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

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

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

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

No Firms are listed to be utilized because: _____

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

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

S = SLBE W=WMBE O=Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
O	McKim & Creed, Inc. (Second Tier Subcontractor under Hazen & Sawyer) 3903 Northdale Blvd, Tampa, FL 33624 PH: 813-549-3740, Email: dwehner@mckimcreed.com	CM	925	TBD	7%
56-2136769					
O	Pennoni Associates, Inc. (Second Tier Subcontractor under Hazen & Sawyer) 2555 Nursery Rd, Suite 104, Clearwater, FL 33764 PH: 727-451-9563, Email: Pnikolov@Pennoni.com	CM	925	\$660,0000	15%
23-1683429					
S	Land & Water Engineering Science, Inc. (Second Tier Subcontractor under Hazen & Sawyer) 8950 Dr Martin Luther King Jr St N, Suite 205, St Petersburg, FL 33702 PH: 727-202-8958, Email: dikran@lwes.net	CM	925	\$506,751	11%
72-1606013					

Total ALL Subcontract / Supplier Utilization \$ N/A

Total SLBE Utilization \$ 506,751 (Second Tier)

Total WMBE Utilization \$ 0

Percent SLBE Utilization of Total Bid/Proposal Amt. 11 % Percent WMBE Utilization of Total Bid/Proposal Amt. 0 %

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

Signed: Benjamin J. Carnazzo Name/Title: Benjamin J. Carnazzo, Sr. VP Date: 6-30-2020