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RESOLUTION NO. 2020 - 439

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF $447,638 BETWEEN THE CITY OF TAMPA AND AECOM TECHNICAL SERVICES, INC., IN CONNECTION WITH CONTRACT 20-D-00003; PARKS AND RECREATION MASTER PLAN; AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE.

WHEREAS, via the competitive selection process in accordance with Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act and consistent with Federal procurement policies, as applicable, the City of Tampa ("City") selected AECOM Technical Services, Inc. ("Consultant") to provide professional services in connection with Contract 20-D-00003; Parks and Recreation Master Plan, ("Project") as detailed in the Agreement for Consultant Services ("Agreement"); and

WHEREAS, the City desires to enter into an agreement with the Consultant to provide certain professional services; and

WHEREAS, it is in the best interest of the City of Tampa to enter into this Agreement.

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

Section 1. That the Agreement between the City of Tampa and AECOM Technical Services, Inc., in connection with Contract 20-D-00003; Parks and Recreation Master Plan as detailed in said Agreement, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in substantially similar form.

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

Section 3. This will provide $447,638 for professional services for the Parks and Recreation CIP Master Plan project for the Parks and Recreation Department within the CIT Program 5 FY17-FY21 Capital Projects and the Utilities Services Tax Capital Projects – Pay Go Funds.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON AUG 0 6 2020

ATTEST: Shirley Foxx-Knowles

CITY CLERK/~~DEPUTY CITY CLERK~~

CHAIRMAN/CHAIRMAN PRO-TEM CITY COUNCIL

PREPARED AND APPROVED AS TO
LEGAL SUFFICIENCY BY:

JUSTIN R. VASKE
ASSISTANT CITY ATTORNEY

B2020-46

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT ("Agreement") made and entered into at Tampa, Florida, as of the _____ day of _____, 2020, which is the date Resolution No. [Reso No.] was adopted authorizing execution of this Agreement, by and between the CITY OF TAMPA, a municipal corporation of the State of Florida, ("CITY"), the address of which is 315 East Kennedy Boulevard, Tampa, Florida 33602, and AECOM Technical Services, Inc., a California corporation authorized to do business in the State of Florida, ("FIRM"), the address of which is 7650 W. Courtney Campbell Causeway, Tampa, FL 33607.

WITNESSETH:

WHEREAS, the CITY desires to engage the FIRM to perform certain professional services pertinent to such work which shall be referred to as Contract 20-D-00003; Parks and Recreation Master Plan ("PROJECT") in accordance with this Agreement; and

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

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

I. GENERAL SCOPE OF THIS AGREEMENT

A. The relationship of the FIRM to the CITY will be that of an independent professional consultant for the PROJECT; and the FIRM shall provide the professional and technical services required under this Agreement in accordance with the care and skill used by members of FIRM'S profession practicing under similar circumstances at the same time and in the same locality.

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

II. DATA AND SERVICES TO BE PROVIDED BY THE CITY

The CITY shall provide available plans and specifications of existing construction, if any, applicable to the Project.

III. PERIOD OF SERVICE

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

B. The 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 are prepared without prior written consent and adaptation by the FIRM shall be at the CITY's sole risk, and the FIRM shall have no responsibility or liability therefore.

V. COMPENSATION

The CITY shall compensate the FIRM for the services performed with this Agreement a lump sum (by task) of $447,638 to be billed 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 for 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

In the event the PROJECT is suspended, cancelled or abandoned, 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 hereof, FIRM shall immediately cease work hereunder and shall be compensated for its services rendered up to the time of such cancellation or termination on a quantum meruit basis; and the CITY shall have no further financial obligation to FIRM.

In the event the PROJECT is suspended, cancelled or abandoned, 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.

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, the City may terminate this Agreement for 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 pursuant to Article X 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 disqualified from participating in the proposed Project.

XIV. COMPLIANCE WITH LAWS

A. The FIRM shall comply with the applicable requirements of State laws and all Codes and Ordinances of the City of Tampa as amended from time to time, together with keeping and maintaining in full force and effect during the term of this Agreement all licenses and certificates of authorization required pursuant to applicable law, including without limitation those required by Chapters 471, 481, and 489, Florida Statutes.

B. If the PROJECT involves E.P.A. Grant eligible work, the CITY and the 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 under said Agreement.

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. 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.

E. Any documents provided by FIRM to the CITY are public records and the CITY may authorize third parties to review and reproduce such documents pursuant to public records laws, including the provisions of Chapter 119, Florida Statutes

XV. ASSIGNABILITY

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

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

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

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

XVIII. CITY CODE OF ETHICS

In connection with this Agreement, the FIRM hereby covenants and agrees that it shall comply with all applicable governmental laws, statutes, rules and regulations including, without limitation, the City of Tampa's Code of Ethics. Pursuant to Section 2-522 of the City of Tampa Code, the 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 consultant and nothing contained herein shall in any way be construed to constitute FIRM or the assistants of FIRM to be representative, agent, subagent, or employee of CITY or any political subdivision of the State of Florida. FIRM certifies FIRM's understanding that CITY is not required to withhold any federal income tax, social security tax, state
and local tax, to secure worker's compensation insurance or employer's liability insurance of any kind or to take any other action with respect to the insurance or taxes of FIRM and assistants of FIRM.

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

XX. SEVERABILITY

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

XXI. CHOICE OF LAW

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

XXII. DESIGNATION OF FORUM

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

XXIII. AUTHORIZATION

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

XIV. ENTIRE AGREEMENT

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

XXV. INDEMNIFICATION

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

XXVI. ESTOPPEL/WAIVER

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

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

XXVII. AUDIT REQUIREMENTS.

In the event, that during the period of this Agreement, the Firm expends more than $750,000 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 non-state entity shall comply with all applicable requirements of section 215.97, F.S., and Audit Requirements. A State single audit is required if an nonstate entity expends $750,000 or more of State financial assistance in any fiscal year of such non-state entity in accordance with the requirements of the Florida Single Audit Act.

XXVIII. DEFAULT

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

XXIX. BUDGET APPROPRIATIONS

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

XXXI. PUBLIC RECORDS

A. Exempt Plans. 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.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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.

FIRM:
AECOM Technical Services, Inc.

By: _____

Print Name: _____

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

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

[SEAL]

ATTEST:

By: _____
City Clerk/Deputy City Clerk

[SEAL]

CITY:
City of Tampa, Florida

By: _____
Jane Castor, Mayor

APPROVED AS TO FORM:

_____
Justin R. Vaske, Assistant City Attorney

AECOM

Exhibit A

City of Tampa
Parks and Recreation Master Plan
Scope of Work

The following Scope of Work was developed through our discussion in the scoping meeting, review of the notes from your meeting with the Director, review of materials provided and our extensive experience. Through our experience, we have found that organizing the scope of work for a Master Plan update into four (4) parts or phases is a concise and effective way to stay on schedule and reach consensus. The following scope includes our typical approach which **meets CAPRA accreditation requirements** and allows a "feedback loop" for review, comments and revisions at the end of each phase. Each phase concludes with an interim product, which ultimately forms the updated Master Plan. These four phases are:

Part 1 – Learning: Existing Conditions Analysis
Part 2 – Exploring: Needs and Priorities Assessment
Part 3 – Envisioning: Long-Range Vision
Part 4 – Implementing: Implementation Framework

Scope of Work and Deliverables:

Part I – Learning: Existing Conditions Analysis

1.0 Project Coordination – In addition to the specific services detailed below, AECOM shall coordinate work with the City's representative and the City's Project Team with a every other week conference call. AECOM will also monitor the project schedule as it relates to this scope contained herein and provide timely invoicing and reporting of project progress.

1.1 Public Engagement Plan – AECOM will develop a comprehensive draft Project Public Engagement Plan (PEP) for the City's review prior to the project kickoff to align engagement techniques with the project schedule and staffing needs. Following the kickoff meeting, AECOM will update the PEP to reflect full City staff comments for goals and techniques. The City shall provide one consolidated set of written comments on the PEP within one week of the kickoff meeting. AECOM will address the comments within one revision of the PEP to provide the Final PEP for staff approval. The PEP shall detail the following:

- Communications goals and areas of innovation;
- Communications methods;
- Measurable objectives;
- Strategies and tactics;
- Branding and project logo;
- Key messages;
- Spokespersons;

- Activities;
- Timelines; and
- Responsibilities.

1.2 **Kickoff Workshop–** AECOM will conduct a total of one (1) kick off workshop and one (1) follow-up video-conference meetings to initiate the project. AECOM will conduct a kickoff workshop with the Project Team (City Staff). The meeting/workshop will review and discuss:

- Project purpose, scope, and schedule;
- Outline Project roles and expectations;
- Discuss overview of the City's parks and recreation system attributes;
- Overview of trends in parks and recreation
- Discuss needs, priorities, obstacles, opportunities and implementation goals;
- Discuss preliminary Public Engagement goals and objectives; and
- Review branding and messaging recommendations.

AECOM will prepare meeting notes that summarize the results of the workshop and distribute to the City.

Meeting Responsibilities:

- The City will provide facility arrangements for all meetings, including venues, audio and visual equipment;.
- The City will provide AECOM with a list of all invitees for each meeting. The list shall include contact information for all invitees.
- AECOM will send out all meeting invitations included on the City's list. Invitations will include the meeting date, time and location information.
- AECOM will prepare meeting materials, such as power point presentations, image boards, written and graphic content.
- AECOM will provide bottled water and light, prepackaged snacks for up to 75-100 participants in the public meetings.

1.3 **Guiding Documents Review** – AECOM will review guiding documents and data provided by the City and compile an analysis of relevance to existing efforts. The purpose of this task is to identify the community's profile though an overview of unique qualities and trends specific to the City that may have an impact on the implementation of this Master Plan. Sources may include the following:

- Imagine 2040: Tampa Comprehensive Plan
- City of Tampa Parks and Recreation Master Plan Phase 1 (2007)
- Walk/Bike Plan for the City of Tampa (2016)
- Tampa/Hillsborough Greenways and Trails Master Plan Update (2016)
- Tampa Greenway Master Plan (2002)
- City of Tampa Urban Forest Management Plan (2013)
- City of Tampa Urban Forest Analysis (2011)

- InVision Tampa – Center City Plan (2013)
- Hillsborough River Master Plan (2016)
- It's Time Hillsborough 2045 Long Range Transportation Plan (LRTP) (2019)
- Hillsborough County Local Mitigation Strategy Plan Update (2019)
- Hillsborough County Floodplain Management Plan (2010)
- Hillsborough County Community Wildfire Protection Plan (2016)
- FY21/22 Unified Planning Work Program (Hillsborough MPO)
- Five-Year and Tentative Work Program (TIP) for Hillsborough MPO)
- MOAs with FDOT
- West Tampa Multimodal Plan (2018)
- Hillsborough and Nebraska Corridor Master Plan (2013)
- Previous CAPRA Accreditation application (2016)
- Previous NRPA Gold Medal Application (2018)
- Park Master Plans for City Parks: Vila Brothers, MacFarlane Park Greco Softball Complex, Forest Hills Park;
- Management Plans for City Parks: Keene, Blackwater Hammock, MacDill 48, Marcum, Palm River Park;
- Sports Lighting Study (2020);
- Citywide Aquatics Facility Study (2011);
- City-wide Condition Assessment of Docks Boardwalks and Foot Bridges (2017);
- Capital improvements program (historical and current);
- List of current partnerships, community special events, current recreation programs and sports leagues (both adult and youth), program levels and schedules;
- Department budgets (current, proposed and historic);
- Department Strategic Plan 2009-2014;
- Department organizational chart;
- Other relevant studies, data, and information as available from such sources as the State of Florida, Hillsborough County, and Hillsborough County Public Schools, or other;
- Information related to cemeteries, right-of-way maintenance, waterway marker maintenance and permitting, and other facilities or lands maintained by the Parks and Recreation Department.
- Information related to the Parks and Recreation Department regarding planning and design, programming, budgeting, staffing and operational related data.

1.4 Base Map Development - AECOM will prepare a digital GIS base file compatible with the City's existing GIS system, for the project study area (the study area is determined by expanding the City's boundary by one-mile in each direction). Data shall include relevant City layers and those containing information regarding adjacent complimentary facilities that are used by residents.

Data will include available vacant or undeveloped City-owned parcels in addition to the existing City owned or managed park sites and facilities. AECOM will prepare the GIS base file so that additional data can be added to the database for each location.

1.5 **Demographics Analysis** – AECOM will evaluate current US Census data and projected population trends in the City including the size, character, ages, gender, ethnicity, income level and education level. AECOM will utilize the data publicly available at the time of the analysis from the American Communities Survey and Long-Range Transportation Plan. Note: 2020 US Census data will not be included.

1.6 **Park Performance Evaluations** – AECOM will conduct a series of park evaluations over a consecutive period of time to observe all City of Tampa owned park sites, estimated to be 178 locations. AECOM will utilize criteria based upon Project for Public Spaces (PPS) methodology for evaluating the effectiveness and performance of the public spaces. The PPS criteria focuses on elements that promote placemaking and high-quality lifestyles for communities. The specific criteria used will be developed with input from City staff. This task includes using the GIS base file data as the source for developing an updated inventory of park sites.

- The City will provide AECOM with the following:
    1. Existing inventory of 178 park sites and locations.
    2. Descriptive list of park sites that require a detailed facility condition assessment (75 park sites – For Optional Task 1.
    3. Access to its Asset Management Division's detailed building condition assessment reports.
    4. Management Plans for undeveloped sites and parcels.

Evaluations will be conducted by a team of 1 (one) AECOM team member and 1 (one) Parks and Recreation Department member for 97 sites. Additional teams may be utilized in order to expedite the evaluation process, based on the availability of additional Parks and Recreation Department Staff. Based on discussions with the City, 81 of the sites are either recently acquired or may not have park amenities or improvements. Site visits are not needed at these sites. Inventory and site photos will be provided by Parks and Recreation Department Staff, and evaluations will be conducted based on the information provided. The Site evaluations will be compiled into a summary evaluation to include:

- Design and Construction: Includes observations of the quality of materials, use of standards and incorporation of current codes or requirements, and the durability of a space.
- Effectiveness: Includes the observation of users or evidence of users of a space, range of offerings, balance of activities and contextual consistency.
- Condition: Includes observations of the quality of upkeep of a space, evidence of pride of users and maintenance, and presence of deferred improvements.
- Comfort and Image: Includes observation of a space's first impression, comfort of users, extent and quality of tree canopy (based on observations from a user experience perspective), visual attractiveness, and perception of safety.
- Access and Linkages: Includes observation of universal accessibility barriers, multi-modal connectivity, dominance of the space by a transportation use other than pedestrian and bicycles and ease of access from surrounding areas.

- Sustainability: As a three-part category, observations focus on social interactions and connections to surrounding neighborhoods, environmental considerations and promotion that result in net positive contributions, and economic viability and contributions.

AECOM will compile an inventory of existing parks improvements from evaluations from the AECOM team and the Parks and Recreation Department Staff Members. Documentation will include complimentary providers (CAPRA requirement) but will not include evaluations of other providers facilities or sites. Data will be collected through a combined means of aerial and street-view surveys, in-field observations, and review of data provided by the City.

NOTE: There are a total of 178 park site locations. AECOM will provide one (1) team member to be paired with one Parks and Recreation Staff member the evaluation of 97 parks. The remaining 81 parks will not require site visits. The option task of evaluations for "parks with major facilities" will include an optional condition assessment of the occupiable structures located at 75 park locations – detailed in Optional Task 1. In Task 1.6, these structures will be noted for recommendations based on order of magnitude estimates, that will be factored into the cost estimates in Task 3.3. The evaluation for all 178 parks, EXCLUDING the occupiable structures found in parks defined as "parks with major facilities", are not intended to be an architectural or engineering review of the viability, integrity, or structural condition of existing facilities. Rather, landscape architects will perform the evaluations for these types of sites. Semi-private park site locations (i.e. communities with their own parks) will be included in the inventory of park sites but will not be included in the evaluations. Evaluations will be used to generate budget-level costs for improvements and are not intended to be detailed construction cost estimates.

1.7 Recreation Programs Inventory and Evaluation – The City's recreation programs and services will be evaluated through a recreation assessment process and inventory. Programs and services evaluated include but are not limited to aquatics, athletics, special events, recreation center programs, after school, summer camp, arts and cultural programs, and any other programs and services that are the responsibility of the Parks and Recreation Department. This process offers detailed insight into the existing program and service menu and helps to identify strengths, challenges, and opportunities for future program direction. The intended outcome for the recreation assessment will be to develop a strategic vision for the recreation program delivery process, identify program gaps, and provide recommendations for strengthening program and service offerings.

The recreation assessment process will begin with a staff workshop to review and gather input on issues, challenges, strengths, and weaknesses of programs and services. Then, a series of analyses will assist in the evaluation of the City's recreation program services, including:

- Age Segment Analysis;
- Program inventory, including those for special populations;
- Core Program Identification;

- Lifecycle Analysis;
- Market Potential;
- Alignment of core programs to demographics and community needs assessment;
- Three-year review of program registration and revenues;
- Program evaluation process review;
- Outcomes Analysis: Impact, Execution, Community, Leverage, and Competition;
- Program Performance Matrix;
- Similar Provider Analysis;
- Identification of gaps in service and program offerings; and
- Applicable trends data.

1.8 **Financial Strategy Analysis** – AECOM will inventory and assess existing recreation program offerings, recreation facility usage, service fees and other income sources based on data provided by the City. Preliminary findings will be outlined to identify potential funding mechanisms for parks and recreation programs and services. Recommendations will be updated as part of an Implementation Plan development (Task 4.4).

1.9 **Operations and Maintenance Practices Assessment** – AECOM will assess the City's parks and recreation programs, including athletics, public art programs, special events, urban forestry, maintenance, planning and design, staff organization, and operations to determine strengths and weaknesses, gaps, procedures, and ability to adequately maintain parks and facilities. Additionally, the assessment will identify duplicity within existing recreation programming and services offered by the City and complimentary services providers. Specific tasks may include elements such as:

- Art Programs, special events, athletic and special use facilities;
- Staffing levels, workflow and schedules, compared to benchmark comparisons;
- Organizational structure;
- Work order system;
- Policies and procedures;
- Technology support;
- Equipment and vehicle/fleet replacement schedules;
- Orientation, training and development;
- Safety;
- Sustainable practices;
- Response to natural and human-caused disasters, and;
- Key performance indicators (KPIs).

AECOM will complete the assessment by review of plans, reports, budgets, and other information provided by the City as well as a series of interviews (individual or group). One (1) interview will be conducted for each of the seven (7) management areas within the City. One (1) interview will also be conducted with the City's Facility Management staff. One (1) interview will be conducted with the Department Director. The total number of interviews will not exceed

nine (9). Interviews or group meetings shall be coordinated with Task 1.2 – Kickoff to be completed during a consecutive two (2) day period. AECOM will provide a memorandum of key findings and draft recommendations that will be refined through the implementation development phase of this scope.

1.10 Existing Conditions Analysis Summary – AECOM will compile the findings from the tasks outlined above into a draft Existing Conditions Analysis Summary document, including:

- Project overview;
- Guiding Documents Summary;
- Base map(s) of existing system;
- Demographics Analysis;
- Park Performance Evaluations;
- Recreation Programs Inventory Summary;
- Financial Strategies Plan Review; and
- Operations and Maintenance Practices Assessment

AECOM will conduct a review meeting with City Staff to review Existing Conditions Analysis Summary key findings. The City will provide one consolidated set of written comments after the review meeting for AECOM to address during the finalization of the park system plan.

1.11 Community Pool Assessment– AECOM will complete an evaluation of the Goss and Lopez Community Pools as optional appendices to this Master Plan. These evaluations will include a review of the 2011 Aquatics Assessment, a Level of Service Analysis for community pools including walksheds, potential pool siting and equity recommendations, cost estimate for renovations and improvements, and a funding/phasing strategy for implementation.

Optional Task 1 - Facility Condition Analysis Study*)* – For the 75 park locations defined in the evaluation *as "parks with major facilities"*, AECOM will complete a facility condition assessment of the occupiable structures on this site that shall include written documentation of architectural, mechanical, electrical and structural conditions and deficiencies. A facility inventory, including a facility hierarchy (based on size) and facilities of similar structure and age, will be provided by the City to establish analysis efficiencies. These condition assessments of these occupiable structure are separate evaluations from the Park Performance Evaluations discussed in Task 1.6 and shall be performed by one (1) architect from the AECOM team, and one member of the Parks and Recreation Department Staff. These condition analyses are independent of the landscape architects' overall park evaluations for the 178 parks.

Part I – Deliverables include:

- *Preliminary and Final Public Engagement Plan (Task 1.1)*
- *Kickoff Workshop notes and Town Hall Meeting notes (Task 1.2)*
- *Guiding Documents Summary (Task 1.3)*
- *Base Map(s) (Task 1.4)*
- *Demographic Analysis (Task 1.5)*
- *Park Evaluations Summary (Task 1.6)*
- *Recreation Programs Inventory and Evaluations Summary (Task 1.7)*
- *Financial Strategies Analysis (Task 1.8)*
- *Operations and Maintenance Practices Assessment Memo (Task 1.9)*
- *Existing Conditions Analysis Summary (Task 1.10)*
- *Review meeting notes (Task 1.10)*
- *Community Pool Assessment Study (Task 1.11 – appendices to Master Plan)*
- *Facility Conditions Analysis Study (Optional Task 1)*

Part II – Exploring: Community Needs Assessment

2.1 Public Engagement – AECOM will conduct a series of public open houses, focus group meetings and stakeholder interviews to gather qualitative information regarding needs and priorities from residents. A significant goal of the public engagement task is to identify local trends in needs and priorities throughout the City and compare findings with those from quantitative techniques, such as a statistically valid survey. In coordination with the City, efforts will be made to reach diverse segments of the community including underserved populations, cultural groups, youth, elderly, and disabled park users and non-users to obtain input for the Master Plan. The City will provide AECOM with the City's "Communications Tool Kit" information. The public involvement task will include the following events:

a) **Review and Summary of Previously Conducted Public Meetings –** AECOM will review and summarize the audio / video recordings of the eight (8) community meetings previously conducted by the Department during the Fall / Winter of 2019. AECOM will also review previously completed on-line surveys and public feedback obtained from the post cards returned to the City. AECOM will prepare a summary of the salient points of each meeting, on-line surveys and post cards in a memorandum for City staff review.

b) **Stakeholder Interviews (Up to 12):** Each interview will be approximately 45 minutes in length. Interview notes will be provided to staff upon completion of all interviews. Community stakeholder interviews will be coordinated with Focus Groups for location and date/time. Stakeholder interview may be conducted over the phone or through video conference if and when applicable.
    - **City officials:** Council members, Mayor, City Manager interviews (8);
    - **Community stakeholders:** Planning Commission Director; Hillsborough MPO Director; City Planning and Development Director, City Real Estate Division lead; City Transportation and Stormwater Director; CRA Managers ; and Tampa Sports Commission (4);

c) **Focus Group meetings (Up to 8)**: Each Focus Group will be approximately 45 minutes and are anticipated to include between 6-10 participants. Meetings will be coordinated for location and date/time to allow for single meeting space. Video conference Focus Groups may be substituted for in-person meetings if and when applicable. Focus Group topics may include:
    - **Sustainability:** Tampa Bay Regional Planning Council – Resiliency Coalition, Port Authority, SWFWMD, Environmental Protection Commission of Hillsborough County, Ecosphere Restoration Institute, Audubon Society, Sierra Club, etc.
    - **Sports:** Sports organizations (Little Leagues, Youth Football, Kickball league, etc.), Cando Sports, Inc., etc.
    - **Aquatics:** Customers/participants and staff leads for aquatic programs.
    - **Seniors/Active Adults:** Participants and staff leads for senior programs.
    - **Parents and Youth:** 12 and under representatives and parent participants in department programs.
    - **Teens:** Student government leads from area high schools.
    - **Diverse Populations:** Mayor's African American Advisory Council lead, Mayor's Hispanic Advisory Council lead; etc.
    - **Persons with Disabilities:** ADA Coordinator, Mayor's Alliance for Persons with Disabilities, Hillsborough County Social Services, etc.
    - **Public Art:** City Public Arts Program
    - **Connectivity:** Hillsborough Area Regional Transit Authority, Bicycle Pedestrian Advisory Committee Chair, Bike/Walk Regional Coalition Chair, Florida Bicycle Association, etc.
    - **Downtown:** Tampa Downtown Partnership, Friends of the Riverwalk, etc.
    - **HOAs:** Tampa Homeowners and Association of Neighborhoods, etc.
    - **Civic Groups:** Keep Tampa Bay Beautiful, Friends of Tampa Recreation, Visit Tampa Bay, etc.
    - **Business Community:** South Tampa Chamber, West Tampa Chamber, Heights Urban Core Chamber, North Hyde Park Business Alliance, Westshore Alliance, etc.
    - **Department Employees:** Division leads in Maintenance, Special Events, Programming, Athletics, and Urban Forestry.

d) AECOM will lead four (4) community meetings (1 in each City Council district) in the same locations as were conducted by the City in November and December 2019; and

All interviews, focus groups, and community meetings are to occur over a consecutive, two-week period to build public participation. For each public meeting, City staff will be responsible for the arrangement of meeting logistics such as identification of stakeholders and focus group participants, booking of meeting facilities, and provision of presentation equipment. AECOM and subconsultants will develop template outreach materials such as flyers, posters, social media draft posts, and FAQs and provide light, pre-packaged snacks and bottled water.

AECOM will engage residents via the project website through a series of leadup questions and mapping exercises for those that may not be able to attend the community meetings or focus groups in person.

2.2 Online Public Engagement Sites - AECOM and Cityzen will develop an online engagement portal that will be active for the extent of this scope of work. The goal is to provide an added level of emphasis to this project with a unique domain (yourparksyourfuture.com or tampaparksplan.com) and the ability to harness the unique toolkit Cityzen provides such as geotargeted ads, direct online surveying, and translation services. Cityzen will create a mobile-responsive website for the project in collaboration with City staff. The site will provide discussion topics, polls, and In addition, the site will offer quick and effective translation services through Google Translate to increase participation rates throughout the City's diverse neighborhoods. Cityzen utilizes geo-targeted messaging that allows for online ad buys in strategic neighborhoods or demographic groups to increase participation rates at various stages of the project. Ad buys for up to 200,000 impressions have been included in the project. Additional ad buys or additional duration of the website can be provided as an additional service.

2.3 Statistically Valid Survey– AECOM will work with the City to develop a quality-of-life-based statistically valid mail/telephone survey that will serve as the cornerstone of quantitative research techniques. The survey will focus on parks, facility needs, recreation and programming, usage and priorities of residents and visioning. AECOM and ETC will detail the methodology of the survey and work with the City in the development of the questions. A draft survey instrument of the statistically valid survey will be provided to the City for review prior to administration of the survey and will not exceed six (6) pages in length. Techniques utilized for administration of survey will include mail, telephone and the option to complete online.

The survey will be randomly stratified to represent up to twelve (12) community areas within the four (4) City Council Districts (three (3) sub-divided areas within each Council District that cumulatively encompass the entire district). The statistically valid survey will have a minimum guaranteed sample size of 1,200, approximately 100 per community area, with a level of confidence of 95% and margin of error of +/- 3.5% for the City overall and a confidence level of 95% and a margin of error of +/- 6% within each sample area. Survey results will be geocoded and will include a set of seventeen (17) important/unmet needs matrices for each of the **12** sub-divided areas, the **4** Council Districts, and **1** for the overall City. The results will also include national benchmarking tailored to the questions of the survey. ETC will manage the printing, mailing and analysis of all surveys. A final survey report will be provided in printed and digital format with key findings, cross tabulations, maps and question results.

Specific survey topics or questions may include:

- Park and program participation access/barriers;
- Preference for walkability/access standards;
- Needs/priorities for athletic programming and/or facilities;
- Preferences for non-vehicular connectivity;
- Prioritization of potential actions; and
- Willingness to pay for priorities/actions.

2.4 Community-wide Online Survey – AECOM will prepare a web-based survey (via the project engagement website) and host the survey for up to one (1) month. Though not statistically valid itself, the on-line survey results will help identify and verify trends within the City for residents and other users of services, usage of parks, importance, barriers to use or participation, communications, funding, priorities and demographics.

2.5 Benchmarking/ Comparison Analysis – AECOM will benchmark/ compare the recreation and park resources of the City with up to five (5) similar or comparative municipal departments in regard to number of parks per capita, park facilities, open spaces, recreation/sports facilities per capita, revenues to expenditures, overall budgets and staffing levels, and Level of Service standards. AECOM will compile findings into a comparative Analysis report to submittal and review by City staff.

Additionally, AECOM will coordinate with the City to identify up to five (5) aspirational/ inspirational comparison communities which will be researched based upon similar challenges, opportunities or policies.

2.6 Trends Analysis – AECOM will identify national and regional trends in park /recreational facilities, programs, capital development standards, staffing, maintenance and marketing. Relevant trends will be highlighted with implications to the City of Tampa's parks and recreation system.

2.7 Level of Service Analysis – AECOM will work with City staff to verify existing park access standards in coordination with current NRPA and general standards. Existing Level of Service (LOS) analysis will include acreage and facility level of service results. AECOM will conduct a GIS-based access service area analysis for each existing park classification (i.e. neighborhood park, community park, etc.), and/or recreation amenity such as access to basketball court, playground, etc. (based on available GIS inventory data) to identify existing gaps in service and level of equity for geographic areas. Our unique process expands upon the common TPL-focused access analysis to identify specific existing points of entry and access to each park and physical barriers such as lack of crossings or presence of a major arterial roadway or highway. A walkshed for each park will be identified to document gaps in existing access.

This will assist in identifying city-wide service levels for use in development of future goals and policies for LOS standards. Using demographic projections analyzed earlier, AECOM will prepare projected park acreage and facilities needs for 5, 10 and 15-year increments based on target LOS goals using population projections consistent with the City's Comprehensive Plan.

Semi-private park sites are included in the LOS analysis. Park sites will be labeled/identified based on their classification and include a justification for their specific classification.

2.8 Needs and Priorities Assessment Report – Based on the tasks outlined above, AECOM will establish recommendations from citizens based on the public survey, stakeholder interviews, inventory, and analysis of data. This information, along with the results of the survey and public input in Task 2.1, will provide the basis for determining priorities for parks, facilities and connectivity needs of the City. AECOM will prepare the summary and provide it to the City for review.

2.9 Mayor and City Council Meeting – AECOM will provide information to the City for their use in meeting with the Mayor and City Council members to review key findings of the Existing Conditions Analysis and Needs and Priorities Assessment. Submittals will include a PowerPoint presentation. AECOM will not attend the Mayor and City Council meeting. The City's Parks and Recreation Director and senior staff will be responsible for attending the meeting with Mayor and City Council.

Part II – Deliverables include:

- *Summary Memorandum of Previously Conducted Meetings (Task 2.1)*
- *Public Engagement meetings notes (Task 2.1)*
- *Stakeholder Interview notes (Task 2.1)*
- *Focus Group notes (Task 2.1)*
- *Public Engagement Website (Task 2.2)*
- *Statistically Valid Survey (Task 2.3)*
- *Online Survey results (Task 2.4)*
- *Comparative Analysis (Task 2.5)*
- *Trends Summary (Task 2.6)*
- *Level of Service Analysis Maps (Task 2.7)*
- *Needs and Priorities Assessment Report and PowerPoint (Task 2.8)*
- *City Council presentation (Task 2.9)*

Part III – Envisioning: Long-Range Vision

3.1 Visioning Workshop – AECOM will facilitate a one (1) day Visioning Workshop with City staff to develop a long-range vision for the City's parks, recreation and open space system. A preliminary agenda for the workshop includes:

- Presentation of the Existing Conditions and Needs and Priorities Assessment findings;
- Discussion of alternative "responses" to needs and priorities, including alternative roles for the City as provider, partner and/or facilitator;
- Development of 5-year and 10-year goals and objectives with long-term 15+-year goals identified;
- Recommendations of key "sub-systems" for further planning and development, including guiding principles and potential planning criteria; Examples of sub-systems include: Sports, Aquatics, Active Adults, Youth & Teens, Connectivity, Sustainability & Resilience, Natural Lands, Neighborhood Parks, Marinas, etc.

- Alignment with City's connectivity goals and projects;
- Discussion of needs and locations for expanded greenways, trails and blueways;
- Discussion of alignment of the Parks and Recreation Master Plan with City goals for sea level rise, water quality, sustainability and resiliency;
- Review and discuss LOS standards and alternatives for parks and facilities;
- Environmental sustainability policies and program recommendations;
- Potential partnership opportunities; and
- Park and facility improvement recommendations.

AECOM will prepare a summary of key principles, concepts, and ideas developed during the workshop for staff review and future refinement. City staff will be responsible for the arrangement of meeting logistics such as identification participants, advertisements and booking of meeting facilities.

3.2 Conceptual Parks and Recreation Vision Plan – AECOM will develop a conceptual parks and recreation vision plan per the outcomes of the Visioning Workshop that reinforce city-wide themes identified during the Needs Assessment and Visioning Workshop. This Vision will expand on the "sub-systems" established during the Vision Workshop and include graphic representations of the goals and objectives that align with the sub-systems. Potential graphics utilized will include system-wide maps, small area maps, diagrams of potential park improvements, example concept plans, sections and perspectives detailing ideas, and any other graphics that may assist in conveying the vision.

3.3 Order of Magnitude Estimate of Probable Costs – AECOM will prepare an "order-of-magnitude" opinion of probable construction costs to implement each improvement identified as part of Task 3.2, including:

- Land Acquisition (based on costs/acre confirmed with City Staff)
- Park/Facility Development (based on comparable facilities)
- Park/Facility Improvements (based upon park/facility evaluations)
- Programming ad staffing costs for recreation programs and services
- Operations and Maintenance estimates for deferred maintenance, current maintenance needs and future and/or proposed improvements.

AECOM will provide the cost estimates in a sortable spreadsheet and in a printed summary form. These estimates will be provided in conjunction with the conceptual vision plan graphics and the Site Improvement Diagrams and combine these elements into a single interim document for submittal and review by City Staff.

Optional/Phased Task 2: - AECOM will prepare Site Improvement Diagrams for the 178 park sites with improvements evaluated in Task 1.6 to depict existing features, park needs and the location and description of future improvements. These improvement diagrams will assist visual communication of the needs at each park, as well as in the development of the Estimate of Probable Cost in Task 3.3.

Part III – Deliverables include:

- *Visioning Workshop Meeting notes (Task 3.1)*
- *Conceptual Parks and Recreation Vision Plan (Task 3.2)*
- *Estimate of Probable Costs (Task 3.3)*
- *Site Improvement Diagrams (Optional Task 2)*

Part IV – Implementing: Implementation Framework

4.1 Implementation Strategies Workshop – AECOM will conduct a 6-hour Implementation Workshop with the City Staff and city identified stakeholders to review the order of magnitude cost estimate, and to discuss various Implementation Strategies for the Parks and Recreation Master Plan, including public and private initiatives. This meeting may virtual, in-person, or a combination of AECOM team members attending both in-person and virtually. A preliminary agenda for the workshop includes:

- Review of the vision and estimate of costs;
- Review of the needs and priorities summary;
- Review of current 5-year CIP;
- Review of funding projections;
- Vision goals and objectives;
- New park priorities and recommendations;
- Determination of top spending priorities;
- Development of funding, phasing strategies for 5, 10, and 15+ year periods for existing and proposed system;
- Previous commitments in management plans and memorandums of agreement (MOA); and
- Coordination with other long-term goals of the City.

City staff will be responsible for the arrangement of meeting logistics such as identification participants, communications of invites, booking of meeting facilities, and provision of a presentation screen. City will provide AECOM with the information identified above including management plans, commitments, priorities and current CIP.

4.2 Implementation Framework – AECOM will develop a 10+ Year Implementation Framework, a 5-Year Strategic Plan and a 1-Year Action Plan, which includes issues, strategies, and priorities for parks system, open spaces, greenways, recreation/sports facilities, programs and services. The Implementation Framework may include, but not be limited to, the following:

a) A list of **Priority Projects** criteria based upon public needs and priorities, surveys, meetings, trends, maintenance needs, staff recommendations and current facility conditions;
b) A prioritized list of new park projects based on established goals and community input for the parks and recreation **Capital Improvement Program (CIP)** including suggested timelines through the year 2035. Projects must meet recommended criteria for inclusion in the CIP;
c) Recommendations of future park land to include possible **new park site and open spaces search areas** to meet future needs and potential **acquisition strategies**;
d) General recommendations for possible locations for new trails, greenways and blueways;
e) Recommended recreation program, staff organization and management changes;
f) **Level of Service** recommendations and recommendations for changes to the park typologies/classification system or the reclassification of certain parks;
g) Budget and funding priorities and timeframes (1-5 years and 6-10+ years); and
h) **General Plan updates and policies amendments** for the Park and Recreation Element and the City of Tampa ordinances, codes, and development standards.

4.3 Maintenance Management Plan – AECOM, through its subconsultant, will update draft recommendations to parks maintenance and staffing to match projected future growth of parklands, open spaces, trails, buildings and facilities, and related services. Additionally, the plan will address current maintenance and staffing needs as well as identify appropriate maintenance levels, equipment and facility life-cycle analysis, and replacement schedules.

4.4 Financial Strategy Plan – AECOM will update draft recommendations to the Department's Financial Strategy Plan. Recommendations will include projected new and long-term funding sources; funding levels; and funding for O&M demands.

4.5 Environmental Sustainability Policies and Program Recommendations – AECOM will review existing Department policies and practices used to educate staff employees regarding the integration of sustainable practices. Recommendations will be prepared regarding best practices for management of landscapes, protection and conservation of natural resources, water quality and system-wide resource implications to climate change and adaptation.

4.6 Draft Master Plan Document – AECOM will compile the interim documents prepared from Parts I – IV (outlined above) into a final Parks and Recreation Master Plan update report and will include the following:

- Existing System Analysis (Part I)
- Needs and Priorities Assessment (Part II)

- Long-Range Vision, including Site Improvement Diagrams (Part III)
- Implementation Framework (Part IV)
- Executive Summary
- Master Plan PowerPoint
- Community Pool Assessment Studies (optional appendices)

AECOM will provide a draft master plan and corresponding materials for City review and comment. Upon receipt of one (1) consolidated set of written comments, AECOM will meet with City staff to discuss comments. AECOM will then prepare a final draft version of the master plan and corresponding materials for use in public review.

4.7 **Master Plan Open Houses** – AECOM will conduct one (1) public open house in each of the City's four (4) geographical Council Districts to gain input while the master plan is available online for public review (total of four (4) open houses). Additionally, the draft master plan will be posted online for period of 30 days for public review and comment. AECOM will note written comments made by the public with recommendations for action items for City Staff review and approval.

AECOM will engage residents via the project website through a series of draft Master Plan postings with the report documents and project priorities for those that may not be able to attend the community meetings in person. AECOM will coordinate with City staff to allow hosting the Open House on the City's public television station and via Facebook Live.

Following the Open Houses, AECOM will complete one (1) round of edits to the Master Plan document and presentation and provide the City with a digital copy of final materials. City staff will be responsible for the arrangement of meeting logistics such as identification participants, communications of invites and booking of meeting facilities.

4.8 **City Council Presentation and Adoption** – AECOM will facilitate one (1) presentation to the City Council to review key elements of the Parks and Recreation Master Plan for adoption. Submittals will include a PowerPoint presentation. City staff will be responsible for meeting logistics such as facility arrangements.

4.9 **Final Report and Materials** – AECOM will prepare content in PDF format for posting to the City's website. AECOM will provide three (3) record printed copies of the final report and Executive Summary will be provided to the City along with final digital PDFs. AECOM will provide up to three (3) DVDs of project files to include MXD, InDesign, MS Word, GIS files and PDF files of the report, meeting notes, and graphic files.

Additionally, AECOM will provide three (3) DVDs of master plan content organized by CAPRA accreditation review requirements.

Part IV – Deliverables include:

- *Implementation Workshop notes (Task 4.1)*
- *Implementation Framework Priority Projects Report and CIP Projects (Task 4.2)*
- *Maintenance Management Plan (Task 4.3)*
- *Financial Strategies Plan (Task 4.4)*
- *Environmental Sustainability Recommendations (Task 4.5)*
- *Draft and Final Draft Master Plan document, Executive Summary and PowerPoint (Task 4.6)*
- *Community Pool Assessment Studies (optional appendices)*
- *Open House meeting notes (Task 4.7)*
- *Council PowerPoint Presentation (Task 4.9)*
- *Color printed and digital PDF Final Master Plan report and Executive Summary (Task 4.9)*
- *City Website content for Master Plan (Task 4.9)*
- *CAPRA accreditation DVDs (Task 4.9)*
- *Three (3) DVDs of project files (Task 4.9)*

City of Tampa, Florida
Parks and Recreation Master Plan

Insurance Clarification Document

AECOM Technical Services, Inc. ("ATS") is a global design, engineering, planning and related professional services company that executes thousands of projects annually. ATS maintains significant insurance coverage/limits in place that are consistent with insurance programs of our peer group, and liquid cash assets are adequate to handle any issues which may arise out of such contracts.

However, certain provisions in the City of Tampa Insurance Requirements are structured in a way in which we cannot agree to provide.

ATS will provide the required insurance coverage by insurance companies authorized to do business in Florida. However, ATS cannot agree to provide a copy of its insurance policies, as they are considered confidential and proprietary, but under necessary circumstances, the policies may be made available for review, in redacted form, on ATS premises with sufficient advance notice. ATS will of course provide all required insurance certificates and endorsements, relevant to this project in compliance with the provisions of the Agreement.

ATS shall procure and maintain all insurance required by applicable laws and shall provide the coverages and limits referenced herein. The insurance listed herein shall be considered a minimum requirement and is not intended to limit ATS's indemnification obligations under this Agreement. ATS's coverage is written on a per claim / aggregate basis and Contractor's Pollution Liability insurance on a per occurrence / aggregate basis.

ATS will provide the required insurance for itself and its employees and will require any subconsultants to provide their own insurance consistent with the Agreement requirements; however, ATS will not provide insurance on behalf of the subconsultants.

Additionally, ATS shall be solely responsible for its deductibles/SIRs. The City can view ATS's corporate financial statements at www.aecom.com as assurance of our ability to pay deductibles/SIRs in the event of a claim.

As with any international professional service organization the size of ATS, from time to time it is involved in litigation. ATS has substantial liability insurance to protect itself from litigation. Additionally, ATS has substantial assets, including liquid assets of several million dollars. Various legal proceedings are pending against the Company or its subsidiaries. ATS's management does not believe that any of such proceedings will have a material adverse effect on the consolidated financial position and operations of the Company.

Moreover, any future modifications to the insurance requirements must be mutually agreed by ATS.

Exhibit B

Project Budget

City of Tampa - Parks and Recreation Master Plan

6/29/2020

Part	Activity	Proj. Dir.		Project Mang.		Parks Planner		Parks Planner		LA		Architect, RA		Architect, RA		Architect, Support		Env. Planner		Env. Planner		Proj. Mang. Asst.		GIS/Graphics		AECOM	AECOM	Expenses			AECOM	SUB	SUB	SUB	SUB	SUB	SUB	SUB	
		Joe Webb		David Crawley		Drew Crumpton		Cheyenne Mohan		Jessica Solleys		Miguel Sanchez		Eric Rainbeau		Mindy Mercader		Kelly Samuels		Erica Harris						Labor	Labor			Printing/	Expense	Angie Brewer	BerryDunn	Citygreen	Ekistics	ETC	Valerie	WTI	Estimated
Part	Activity	hrs.	$240.00	hrs.	$225.00	hrs.	$155.00	hrs.	$80.00	hrs.	$85.00	hrs.	$125.00	hrs.	$125.00	hrs.	$85.00	hrs.	$205.00	hrs.	$135.00	hrs.	$85.00	hrs.	$65.00	Hours	FEE	Travel	Per Diem	Other	FEE	fee	fee	fee	fee	fee	fee	fee	Fee
I	Learning: Existing Conditions Analysis	28	$6,720	40	$9,000	12	$1,860	90	$7,200	32	$2,720	0	$0	0	$0	0	$0	2	$410	36	$4,860	12	$1,020	68	$4,420	320	$38,210	$2,600	$1,450	$700	$4,750	$7,204	$60,550	$0	$9,250	$0	$29,965	$14,800	$164,729
1.0	Project Coordination	12	$2,880	20	$4,500	4	$620	4	$320		$0		$0		$0		$0		$0	4	$540	12	$1,020		$0	56	$9,880				$0	$6,094			$7,300		$8,520		$31,794.00
1.1	Public Involvement Plan		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0	0	$0				$0						$19,980		$19,980.00
1.2	Kickoff Workshops	8	$1,920	8	$1,800	2	$310		$0		$0		$0		$0		$0		$0		$0		$0	4	$260	22	$4,290	$1,000	$250	$600	$1,850	$1,110			$1,950		$1,465		$10,665.00
1.3	Guiding Document Review	2	$480	4	$900	2	$310	16	$1,280		$0		$0		$0		$0		$0		$0		$0	24	$1,560	48	$4,530				$0								$4,530.00
1.4	Base Map Development		$0		$0	2	$310	8	$640	8	$680		$0		$0		$0		$0		$0		$0	16	$1,040	34	$2,670				$0								$2,670.00
1.5	Demographic Analysis		$0		$0		$0	8	$640		$0		$0		$0		$0		$0		$0		$0	8	$520	16	$1,160				$0								$1,160.00
1.6	Park Performance Evaluations	4	$960	8	$1,800		$0	32	$2,560	24	$2,040		$0		$0		$0		$0	24	$3,240		$0	8	$520	100	$11,120	$1,600	$1,200	$100	$2,900								$14,020.00
1.7	Recreation Programs Inventory and Evaluation		$0		$0		$0	2	$160		$0		$0		$0		$0		$0		$0		$0		$0	2	$160				$0		$21,700						$21,860.00
1.8	Financial Strategy Analysis		$0		$0		$0	2	$160		$0		$0		$0		$0		$0		$0		$0		$0	2	$160				$0		$10,400						$10,560.00
1.9	Operations and Maintenance Practices		$0		$0		$0	2	$160		$0		$0		$0		$0		$0	4	$540		$0		$0	6	$700				$0		$28,450						$29,150.00
1.10	Existing Conditions Analysis Summary	2	$480		$0	2	$310	16	$1,280		$0		$0		$0		$0	2	$410	4	$540		$0	8	$520	34	$3,540				$0								$3,540.00
1.11	Community Pool Assessment Study		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0	0	$0				$0							$14,800	$14,800.00
II	Exploring: Community Needs Assessment	38	$9,120	20	$4,500	22	$3,410	128	$10,240	20	$1,700	0	$0	0	$0	0	$0	0	$0	24	$3,240	0	$0	140	$9,100	392	$41,310	$3,200	$1,200	$1,165	$5,565	$0	$8,700	$9,400	$1,350	$39,000	$34,205	$0	$139,530
2.1	Public Engagement																														$0								
2.1a	Review and Summary of Previously Conducted Meetings		$0		$0		$0	4	$320		$0		$0		$0		$0		$0		$0		$0		$0	4	$320				$0								$320.00
2.1b	Stakeholder Interviews	8	$1,920	6	$1,350		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0	14	$3,270			$300	$300								$3,570.00
2.1c	Focus Group Meetings	2	$480	2	$450	10	$1,550	4	$320		$0		$0		$0		$0		$0		$0		$0		$0	18	$2,800			$300	$300				$1,350				$4,450.00
2.1d	Community Meetings	12	$2,880	10	$2,250	2	$310	24	$1,920	12	$1,020		$0		$0		$0		$0	12	$1,620		$0	24	$1,560	96	$11,560	$3,200	$1,200	$565	$4,965						$30,725		$47,250.00
2.2	Online Public Engagement Site		$0		$0	2	$310	4	$320		$0		$0		$0		$0		$0		$0		$0	8	$520	14	$1,150				$0			$9,400					$10,550.00
2.3	Statistically Valid Survey	2	$480		$0	2	$310		$0		$0		$0		$0		$0		$0		$0		$0	12	$780	16	$1,570				$0					$39,000	$3,480		$44,050.00
2.4	Community-wide Online Survey	2	$480		$0	2	$310		$0		$0		$0		$0		$0		$0		$0		$0	12	$780	16	$1,570				$0								$1,570.00
2.5	Benchmarking/ Comparison Analysis	2	$480		$0		$0	16	$1,280		$0		$0		$0		$0		$0	4	$540		$0	16	$1,040	38	$3,340				$0								$3,340.00
2.6	Trends Analysis	2	$480		$0		$0	4	$320		$0		$0		$0		$0		$0		$0		$0	4	$260	10	$1,060				$0		$8,700						$9,760.00
2.7	Level of Service Analysis	2	$480		$0	2	$310	40	$3,200		$0		$0		$0		$0		$0		$0		$0	40	$2,600	84	$6,590				$0								$6,590.00
2.8	Needs & Priorities Assessment Summary	2	$480	2	$450	2	$310	24	$1,920	8	$680		$0		$0		$0		$0	8	$1,080		$0	16	$1,040	62	$5,960				$0								$5,960.00
2.9	City Council Workshop	4	$960		$0		$0	8	$640		$0		$0		$0		$0		$0		$0		$0	8	$520	20	$2,120				$0								$2,120.00
III	Long Range Vision	24	$5,760	22	$4,950	28	$4,340	80	$6,400	16	$1,360	0	$0	0	$0	0	$0	0	$0	28	$3,780	0	$0	72	$4,680	270	$31,270	$1,400	$300	$2,200	$3,900	$1,110	$0	$0	$9,300	$0	$0	$0	$45,580
3.1	Visioning Workshop	12	$2,880	12	$2,700	12	$1,860	16	$1,280		$0		$0		$0		$0		$0	12	$1,620		$0	32	$2,080	96	$12,420	$1,400	$300	$2,200	$3,900	$1,110			$2,850				$20,280.00
3.2	Conceptual Parks and Recreation Vision Plan	8	$1,920	8	$1,800	4	$620	32	$2,560	16	$1,360		$0		$0		$0		$0	16	$2,160		$0	40	$2,600	124	$13,020				$0				$6,450				$19,470.00
3.3	Order of Magnitude Estimate of Probable Cost	4	$960	2	$450	12	$1,860	32	$2,560		$0		$0		$0		$0		$0		$0		$0		$0	50	$5,830				$0								$5,830.00
IV	Implementation Plan	34	$8,160	34	$7,650	22	$3,410	106	$8,480	36	$3,060	0	$0	0	$0	0	$0	4	$820	52	$7,020	0	$0	88	$5,720	376	$44,520	$3,550	$1,250	$1,315	$6,115	$10,394	$4,600	$0	$3,525	$0	$28,845	$0	$97,799
4.1	Implementation Strategies Workshop	6	$1,440	6	$1,350	4	$620	6	$480		$0		$0		$0		$0		$0		$0		$0		$0	22	$3,890				$0	$1,110							$5,000.00
4.2	Implementation Framework	4	$960	8	$1,800	4	$620	24	$1,920		$0		$0		$0		$0		$0	8	$1,080		$0	16	$1,040	64	$7,420				$0		$4,600						$12,020.00
4.3	Maintenance Management Plan		$0		$0		$0		$0		$0		$0		$0		$0		$0	8	$1,080		$0		$0	8	$1,080				$0				$1,725				$2,805.00
4.4	Financial Strategy Plan		$0		$0	2	$310		$0		$0		$0		$0		$0		$0		$0		$0		$0	2	$310				$0	$9,284							$9,594.00
4.5	Environmental Sustainability Policies and Program Recommendations	2	$480		$0		$0		$0		$0		$0		$0		$0	4	$820	16	$2,160		$0		$0	22	$3,460				$0				$1,800				$5,260.00
4.6	Draft Master Plan	4	$960	4	$900	8	$1,240	32	$2,560	8	$680		$0		$0		$0		$0	8	$1,080		$0	24	$1,560	88	$8,980				$0								$8,980.00
4.7	Master Plan Open Houses	12	$2,880	10	$2,250	2	$310	12	$960	12	$1,020		$0		$0		$0		$0		$0		$0	16	$1,040	64	$8,460	$3,200	$1,200	$1,065	$5,465						$25,995		$39,920.00
4.8	City Council Presentation & Adoption	2	$480	4	$900		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0	6	$1,380	$350	$50		$400								$1,780.00
4.9	Final Report and Materials	4	$960	2	$450	2	$310	32	$2,560	16	$1,360		$0		$0		$0		$0	12	$1,620		$0	32	$2,080	100	$9,340			$250	$250						$2,850		$12,440.00
I-IV	Totals:	124	$29,760	116	$26,100	84	$13,020	404	$32,320	104	$8,840	0	$0	0	$0	0	$0	6	$1,230	140	$18,900	12	$1,020	368	$23,920	1358	$155,310	$10,750	$4,200	$5,380	$20,330	$18,708	$73,850	$9,400	$28,425	$39,000	$93,015	$14,800	
VI	Optional Tasks	16	$3,840	16	$3,600	16	$2,480	120	$9,600	60	$5,100	32	$4,000	32	$4,000	32	$2,720	0	$0	40	$5,400	0	$0	120	$7,800	484	$48,540	$100	$500	$100	$700	$0	$0	$0	$0	$0	$0	$0	$49,240
1	Facility Condition Assessment		$0		$0		$0		$0		$0	32	$4,000	32	$4,000	32	$2,720		$0		$0		$0		$0	96	$10,720	$100	$500	$100	$700								$11,420.00
2	Park Improvement Diagrams	16	$3,840	16	$3,600	16	$2,480	120	$9,600	60	$5,100		$0		$0		$0		$0	40	$5,400		$0	120	$7,800	388	$37,820				$0								$37,820.00
	TOTAL BASE FEE																																						$447,638.00
	OPTIONAL / PHASED TASKS																																						$49,240.00
	TOTAL FEE + OPTIONAL / PHASED TASKS																																						$496,878.00

Exhibit C

CITY OF TAMPA INSURANCE REQUIREMENTS

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

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

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

The following coverages are required:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CLAIMS MADE POLICIES - If any liability insurance is issued on a claims made form, Contractor agrees to maintain uninterrupted coverage for a minimum of one year following completion and acceptance of the work either through purchase of an extended reporting provision, or through purchase of successive renewals with a retroactive date not later than the beginning of performance of work for the City. The retroactive date must be provided for all claims made policies.

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

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

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

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

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

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

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

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

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

Exhibit D

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

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

Contract No.: 20-D-00003 Contract Name: 20-D-00003; Parks and Recreation Master Plan
Company Name: AECOM Technical Services, Inc. Address: 7650 W. Courtney Campbell Causeway, Tampa, FL 33607
Federal ID: 95-2661922 Phone: 407.284.4784 Fax: 407.839.1789 Email: randy.mejeur@aecom.com

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

[ ] No Firms were contacted or solicited for this contract.

[ ] No Firms were contacted because:_____

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

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

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

S = SLBE W=WMBE O = Neither Federal ID	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
59-2881024 S	Ekistics Design Studio, Inc. 1202 W. Linebaugh Ave Tampa, FL 33612 T 813.931.8040 F 813.932.3762 tom@edsfl.com	CF	906	E	Y
33-1142500 S, W	The Valerin Group, Inc. 3903 Northdale Blvd, Suite 100-E Tampa, FL 33624 T 813.751.0478 F N/A valeriec@valerin-group.com	CF	912	E	Y
65-1073934 O	Angie Brewer & Associates, LC 9080 58th Drive East, Suite 200 Bradenton, FL 34202 T 941.756.5800 F N/A president@angiebrewer.com	CF	912	E	Y
01-0523282 O	BerryDunn 100 Middle Street Portland, ME 04104 T 224.456.6934 F N/A bheller@berrydunn.com	CM	912	E	Y
47-1533738 O	Cityzen Solutions, Inc 16 W. Martin Street, Suite 810 Raleigh, NC 27601 T 919.295.9051 F N/A support@publicinput.com	CM	912	E	Y
48-0945023 O	ETC Institute 725 W. Frontier Lane Olathe, KS 66061 T 913.829.1215 F 913.829.1591 info@etcinstitute.com	CF	912	E	Y
39-1466848 O	Water Technology, Inc. (WTI) 100 Park Avenue Beaver Dam, WI 53916 T 920.887.7375 F 866.240.7328 jgerber@wtiworld.com	CM	906	E	Y

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

Signed: Randy Mej Name/Title: Randy Mejeur/Associate Vice President Date: July 10, 2020

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

Forms must be included with Bid / Proposal

Exhibit D

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

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

Contract No.: 20-D-00003 Contract Name: 20-D-00003; Parks and Recreation Master Plan
Company Name: AECOM Technical Services, Inc. Address: 7650 W. Courtney Campbell Causeway, Tampa, FL 33607
Federal ID: 95-2661922 Phone: 407.284.4784 Fax: 407.839.1789 Email: randy.mejeur@aecom.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 Federal ID	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 %
59-2881024 S	Ekistics Design Studio, Inc. 1202 W. Linebaugh Ave Tampa, FL 33612 T 813.931.8040 F 813.932.3762 tom@edsfl.com	CF	906	$23,425	5.2%
33-1142500 S, W	The Valerin Group, Inc. 3903 Northdale Blvd Suite 100-E Tampa, FL 33624 T 813.751.0478 F N/A valeriec@valerin-group.com	CF	912	$93,015	21%
65-1073934 O	Angie Brewer & Associates, LC 9080 58th Drive East Suite 200 Bradenton, FL 34202 T 941.756.5800 F N/A president@angiebrewer.com	CF	912	$18,708	4.2%
01-0523282 O	BerryDunn 100 Middle Street Portland, ME 04104 T 224.456.6934 F N/A bheller@berrydunn.com	CM	912	$73,850	16.5%
47-1533738 O	Cityzen Solutions, Inc. 16 W. Martin Street Suite 810 Raleigh, NC 27601 T 919.295.9051 F N/A support@publicinput.com	CM	912	$9,400	2.1%
48-0945023 O	ETC Institute 725 W. Frontier Lane Olathe, KS 66061 T 913.829.1215 F 913.829.1591 info@etcinstitute.com	CF	912	$39,000	8.7%
39-1466848 O	Water Technology, Inc. (WTI) 100 Park Avenue Beaver Dam, WI 53916 T 920.887.7375 F 866.240.7328 jgerber@wtiworld.com	CM	906	$14,800	3.3%

Total ALL Subcontract / Supplier Utilization $ $272,198
Total SLBE Utilization $ $116,440
Total WMBE Utilization $ $93,015
Percent SLBE Utilization of Total Bid/Proposal Amt. 26 **% Percent WMBE Utilization of Total Bid/Proposal Amt.** 21 **%**

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

Signed: Name/Title: Randy Mejeur/Associate Vice President Date: July 10, 2020

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

MBD 20 rev./effective 02/2016