

RESOLUTION NO. 2022 - 954

**A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$1,102,956 BETWEEN THE CITY OF TAMPA AND KISINGER CAMPO & ASSOCIATES, CORP., IN CONNECTION WITH CONTRACT 21-D-00048; GOLFVIEW FLOODING RELIEF - DESIGN; AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, via the competitive selection process in accordance with Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act and consistent with Federal procurement policies, as applicable, the City of Tampa ("City") selected Kisinger Campo & Associates, Corp. ("Consultant") to provide professional services in connection with Contract 21-D-00048; Golfview Flooding Relief - Design ("Project") as detailed in the Agreement for Consultant Services ("Agreement"); and

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

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

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

**Section 1.** That the Agreement between the City of Tampa and Kisinger Campo & Associates, Corp., in connection with Contract 21-D-00048; Golfview Flooding Relief - Design as detailed in said Agreement, copies of which are attached hereto and made part hereof, are authorized and approved in their entirety or in substantially similar form.

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

**Section 3.** Approval of an agreement between the City of Tampa and Kisinger Campo & Associates, Corp. for professional services in the amount of \$804,730 for use by the Mobility Department for the Golfview Estates Flooding Relief Project within the Stormwater Bond Series 2023 Fund and the Stormwater Improvement Assessment Capital Fund along with \$298,226 for use by the Water Department for the Citywide Water Main Replacements Project within the Water Bonds – Series 2022 Capital Projects Fund for a total contract amount of \$1,102,956.


**Section 4.** That the City Clerk shall file a fully executed copy of the Agreement in the official records of the City of Tampa as maintained by the Office of the City Clerk.

**Section 5.** 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.

OCT 20 2022

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON \_\_\_\_\_

ATTEST:   
CITY CLERK / DEPUTY CITY CLERK

  
CHAIRMAN / CHAIRMAN PRO-TEM CITY COUNCIL

PREPARED AND APPROVED AS TO  
FORM BY:

E/S

\_\_\_\_\_  
JUSTIN R. VASKE  
SENIOR ASSISTANT CITY ATTORNEY

## AGREEMENT FOR CONSULTANT SERVICES

**THIS AGREEMENT** (“Agreement”) made and entered into at Tampa, Florida, as of the \_\_\_\_ day of \_\_\_\_\_, 2022, 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 Kisinger Campo & Associates, Corp., a Corporation authorized to do business in the State of Florida, (“FIRM”), the address of which is 201 N. Franklin Street, Suite 400, Tampa, Florida 33602.

### 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 21-D-00048; Golfview Flooding Relief - Design (“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 therefor.

**V. COMPENSATION**

The CITY shall compensate the FIRM for the services performed with this Agreement a lump sum (by task) of \$1,102,956 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 a nonstate entity expends \$750,000 or more of State financial assistance in any fiscal year of such non-state entity in accordance with the requirements of the Florida Single Audit Act.

**XXVIII. DEFAULT**

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

## **XXXI. PUBLIC RECORDS**

A. Exempt Plans. 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. E-VERIFY**

Pursuant to §448.095, Florida Statutes, Firm certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the US employment eligibility of all of Firm's employees hired by the Firm during the term of this Agreement and/or while performing work or providing services for the City of Tampa. Firm shall require that all subcontractors performing work or providing services on behalf of Firm for the City of Tampa also comply with the requirements of §448.095, Fla. Stat and utilize the E-Verify system to verify US employment eligibility of all employees hired by subcontractor. The Firm shall require for the subcontractor to provide to Firm an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Firm shall maintain a copy of such affidavit for the duration of the 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:**

Kisinger Campo & Associates, Corp.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title:  Pres  Exec/Sr Vice Pres  CEO  Gen Partner

Mgr (Mgr-Mgd LLC)  Member (Member-Mgd LLC)

Other (must attach proof of authority): \_\_\_\_\_

License no: \_\_\_\_\_

*Use entity Ch 471 481 489 license no; use individual's only if applicable.*

[SEAL]

**ATTEST:**

**CITY:**

City of Tampa, Florida

By: \_\_\_\_\_

City Clerk/Deputy City Clerk

[SEAL]

By: \_\_\_\_\_

Jane Castor, Mayor

**APPROVED AS TO FORM:**

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

**EXHIBIT A**

**COT STORMWATER - SCOPE OF ENGINEERING SERVICES**

**Contract 21-D-00048 - Golfview Flooding Relief - 9/2022**

including

Preliminary Engineering, Engineering Design, Permitting, Bid & Construction Phase Services

**I. OBJECTIVE**

**1. Flooding Relief**

The Golfview Flooding Relief (Project) primary objective is to alleviate flooding in the Golfview neighborhood by installing a storm sewer system along Himes Avenue from McKay Avenue south to Watrous Avenue, along Jean Street from Almeria Avenue west to Himes Avenue, along Himes Avenue from Jean Street north to Watrous Avenue and along Watrous Avenue from Himes Avenue west to Dale Mabry Highway, approximately 3700 feet. The area currently experiences reoccurring flooding. This project is a continuation of the City’s Upper Peninsula project from Dale Mabry to Henderson, which was completed in 2020. The Golfview project will tie into the storm sewer system of the Upper Peninsula project at Dale Mabry Highway. Refer to map below for approximate flood relief project limits.

Due to the installation of the storm sewer system, utilities will be impacted including the City of Tampa water, wastewater, and reclaimed water systems. This project will modify these utilities as needed concurrent with the flood relief project work. The scope and schedule of Firm services for the flood relief and the water line replacement work are the same but are separately budgeted as shown in **Exhibit B**.

**2. Waterline Replacement**

The water line replacement project comprises approximately 2,400 liner feet of 24” transmission water main from the intersection of S Himes Ave and W McKay Ave to S Himes Ave and W Neptune St. In addition, existing distribution water mains from of S Himes Ave and W Morrison Ave to S Himes Ave and W Jean St (approximately 900 linear feet) and approximately 130 linear feet from S Himes Ave and W Jean St going North-West on W Jean St. as summarized in the table below:

Route	From	To	Existing Pipe		Length (ft)	Replaced Pipe	
			Size (in)	Matl		Size (in)	Matl
Himes (West Side)	McKay	Neptune	24	CI	2400	24	DIP
Himes (East Side)	Morrison	Jean	3	CI	900	6	DIP
Jean	Himes	~130 feet to the NE on Jean	3	CI	130	6	DIP

Consultant services will include coordination and scheduling of all flood relief project services as well as the permitting and design, cost estimating, construction engineering and inspection (CEI), public outreach, administering subcontracts and all related work required for a completed project.

The proposed water main replacements is depicted in the map below:



Tierra: Geotechnical borings and limited contamination review.

Ferguson Land Surveyors: Survey of geotechnical boring locations.

Dark Moss: Arborist Services

The Firm will prepare Bid/Contact Documents in accordance with city standards using City templates and boiler plate documents and provide services during construction including shop drawing review and response to requests for additional information. Limited as described herein:

## **II. ENGINEERING SERVICES**

### **TASK 1: PRELIMINARY ENGINEERING PHASE**

#### **A. Site Assessment, Data Collection, and Review**

1. Survey (Boundary, Topography, Tree, R/W Mapping): The City has provided the survey and the Firm considers it adequate for design.
2. Subsurface Utility Engineering (SUE)

The Firm will utilize City record drawings, designates, and provide SUE services to verify utility locations. The Firm shall provide SUE services as follows:

- Designation includes two-dimensional collection of existing utilities and selected three-dimensional verification as needed for designation.
- Location (maximum 48) includes non-destructive excavation to determine size, type and location of existing utility, and depth to the utility, as necessary for final three-dimensional verification.
- The Firm survey includes collection of data on points as needed for designates and locates.
- Includes analysis and processing of all field-collected data, and delivery of all appropriate electronic files.

Soil removed for obtaining locates on utility lines shall be placed back in the excavation in a way that does not disturb or damage the utility. Locates through asphalt pavement shall be finished with cold pack asphalt to at least the same thickness as the base and asphalt that was removed. Locates through concrete pavement, sidewalks, etc. shall be finished using a high strength concrete mix to the same depth as what was removed. The cuts made in asphalt and concrete for locates shall be made in a manner that provides a patch with regular sides that will be level with no protruding or jagged edges.

3. Utility Coordination

The Firm is responsible to certify that all necessary arrangements for utility work on this project have been made and will not conflict with the physical construction schedule. The Firm should coordinate with Utility Companies and meet production schedules. The Firm will utilize utility investigation and data collection to prepare a utility conflict matrix.

The Firm shall ensure City standards, policies, procedures, practices, and design criteria are followed concerning utility coordination.

Utilities anticipated on the project:

- AT&T
- Frontier Communications
- CenturyLink
- MCI
- TECO Peoples Gas
- City of Tampa Transportation
- City of Tampa-Water
- City of Tampa-Wastewater
- Tampa Electric Company (TECO)
- Charter/ Spectrum, Verizon/ MCI, Zayo Group, etc.

4. Geotechnical Investigation

- a. The Firm shall perform site reconnaissance, locate, and mark the boring locations and coordinate utility clearances with Sunshine One Call.
- b. Prepare/obtain the required right of way (ROW) Use/Lane Closure permits from the City of Tampa.
- c. Provide Maintenance of Traffic in accordance with applicable Florida Department of Transportation (FDOT) Standard Plans Indices to support field activities.
- d. Perform field explorations consisting of both hand auger borings to evaluate shallow soil conditions and Seasonal High Groundwater levels and perform Standard Penetration Test (SPT) borings to collect deeper subsurface data along the stormwater and water main pipe alignments and at the baffle box location. Grout seal all SPT borings. These borings will be surveyed for X, Y and Z. The test boring spacing shall be on the order of approximately 200 feet on center. Complete 12 hand auger borings to a depth on the order of 7 feet below existing grades and perform ten (10) Standard Penetration Test (SPT) borings to depths on the order of 20 feet below existing grades along the stormwater project limits and three (3) Standard Penetration Test (SPT) borings to depths on the order of 10 feet below existing grades along the water main project limits that are outside the stormwater project limits.
- e. Perform two (2) pavement cores to establish pavement section data so that potential Contractors understand conditions to be removed as part of the construction activities.

- f. Visually classify the samples in the laboratory using the Unified soil classification system. Identify soil conditions at each test boring location. Perform laboratory inspection and testing on selected samples, as necessary, to develop engineering parameters required for design; (grain size analyses and Atterberg limits determinations together with moisture content tests and organic content tests where applicable.
- g. Collect groundwater level measurements. Estimate the seasonal high groundwater levels at selected boring locations.
- h. Perform up to three corrosion series tests to determine the environmental corrosion classes for representative soils encountered along the pipeline alignments.
- i. Provide geotechnical engineering recommendations for the proposed stormwater and water main systems, including excavations, dewatering, and pipe bedding.
- j. Compile the results of the field exploration program, laboratory-testing program, and engineering recommendations in a final report of findings. Report will be issued first in draft form, then in final form after receipt of comments from the Consultant and the City of Tampa. Provide a single signed and sealed hard copy and pdf of the geotechnical report to the City of Tampa. The geotechnical report will include the following items:
  - Logs of the exploratory borings.
  - Plan view depicting the relative positioning of the borings.
  - Results of laboratory tests.
  - Technical description of subsurface soil and groundwater conditions, including estimated normal seasonal high groundwater levels and corrosion testing results and recommendations.
  - Recommendations for utility construction, need for dewatering, suitable backfill material and backfill placement.
  - Recommended soil parameters.
  - Recommendations on suitability of open-cut construction techniques including the need for dewatering.
  - Recommendations for construction monitoring and testing during the construction phase.

The Firm will review the project corridor during field reviews and investigation for site-specific conditions

#### 5. Arborist Services

The Firm will provide Certified Arborist services that shall generally be provided to assist the team in making informed decisions in the planning and execution of development of the project that will best protect existing trees, avoid permitting delays, and to provide accurate data for the compilation of Tree Tables as required by the City of Tampa. Services will



generally include proper identification, condition assessment, hazard evaluation, and potential for impact or recommendation for removal. These services do not include variances, monitoring, or advanced tree risk assessment.

#### 6. Contamination Screening

- Review computerized databases of agency-maintained records for known releases or storage systems of hazardous materials, substances or wastes and petroleum-related constituents maintained by the Florida Department of Environmental Protection (FDEP).
- The Firm will document site-specific data for parcels or sites within 300 feet that currently are, or may have previously been, involved in activities where hazardous or petroleum-related materials/substances/wastes may have adversely impacted the proposed project.
- Review and analyze historical and current aerial photographs for the potential for previous practices or activities that may have involved hazardous materials or waste that could impact the proposed project.
- Assess contamination risk for identified sites and assign rating in accordance with FDOT Contamination Risk Evaluation System (Low, Medium, or High).

Prepare a brief Contamination Technical Memorandum that documents the research, analysis, and how these will influence construction of the project. Provide recommendations for further analysis, if warranted (Not included in this scope of services).

#### B. Hydrologic/Hydraulic (H&H) Analysis:

The Firm will provide:

- H&H Model, update and/or review
- Storm sewer design calculations
- Hydrologic/Hydraulic Analysis
- Site Evaluation

The Firm will provide a report with construction plans, including an analysis to support the proposed project stormwater design. This report will be included in the Preliminary Engineering Report (PER). The report will include the drainage basin areas, storm events, rainfall amounts, a comparison the of existing and proposed stages along the project and scaled hydraulic grade line (HGL) profiles along all pipe routes. The report will include information on the connection to the existing stormwater system on Dale Mabry Highway at Watrous Avenue.

Data Collection: The Firm will perform field reviews to verify existing conditions. The Firm will use the existing watershed model associated with this project (Golfview drainage area) for analysis of existing and proposed flow rates and storm drainage pipe sizes and update the model with anticipated increased pipe sizes.

H&H Modeling - Drainage Analysis: The Firm will review and modify the existing drainage analysis of the proposed improvements and update the model to determine pipe sizes based on 5-Year

Level of Service (LoS). The purpose of the drainage analysis will be to confirm that the proposed replacement storm sewers will not significantly increase the upstream or downstream stages or have any other adverse impacts to the area and to size the new conveyance system.

The proposed drainage design must have the following features, be consistent with requirements of FDEP, Southwest Florida Water Management District (SWFWMD), City of Tampa and any other regulatory agencies which have jurisdiction over the project; connects to existing utilities where possible; prepares cost effective alternatives which improve existing drainage conditions and maintenance; does not create flooding problems upstream or downstream; and provides for safety of roadway users.

C. Preliminary Engineering Report (PER)

The Firm will prepare and submit a PER Lite to the City for review including a short discussion of the following:

- Introduction and explanation of Project
- Design methodology and level of service goals
- Site Assessment outlining unusual conditions and collected project data
- Green Infrastructure, Opportunities & Recommendations
- Alternative's analysis/discussion / Route feasibility, with route selection justification.
- Modeling Methodology, presentation, and results
- Methodology
- Hydrology
- Sub-basin Delineation & Characteristics (RCN, Tc, etc.)
- Hydraulics with Nodes & Connectivity
- Existing and Proposed Modeling results
- Hydraulic Grade Line profiles for all storm events modelled
- Presentation of Modeling results
- Sequence of Construction (SoC) as a basis for project construction.
- Recommendations

The Preliminary Engineering Report Lite will include a construction cost estimate, a constructability review, and a benefit/cost analysis. The PER will be submitted with the 30% construction plans. The Firm will provide a single signed and sealed hard copy and pdf of the PER Lite to the City of Tampa.

**TASK 2: ENGINEERING DESIGN PHASE**

- Plans Preparation and submittal at 30, 60, 90, and 100 percent completion based on the **Attachment A: Submittal Schedule** (Attachment A governs if the written scope herein conflicts with Attachment A).
- Respond to comments by updating plans for the subsequent phase and provide written explanation for any comments that require further discussion or for which the Engineer of Record (EOR) seeks an exception.
- Attend biweekly design meetings, as needed, or requested, to discuss and/or advise of proposed improvements, construction materials and methods, specific design details, complications, or unforeseen conditions.
- Technical Specifications – The Firm shall utilize City of Tampa specification and supplement these as necessary for components of the work not otherwise adequately covered. The additional specifications will be submitted to the City for review.
- Quantities and Cost Estimates – Quantities and an engineer’s cost estimate will be prepared at 30 percent and updates at 60 and 90 percent submittals.
- Roadway Design:

The Roadway Design will restore asphalt pavement and brick roadbed where each currently exists as required for the subsurface infrastructure. The existing granite curbs will be restored or replaced in kind if damaged. Concrete curb and gutter will be added where no curb is present and will replace the existing asphalt curb within the project limits. The design may require an adjusted longitudinal grade for the curb improvements. Roadway and driveway profiles and cross sections will be developed as necessary. Sidewalk improvements are limited to the curb ramps and detectable warnings impacted by the roadway design and curb installation. Only existing sidewalk impacted by the improvements will be revised to meet current ADA standards, except in the area of curb ramps and intersections. Modifications to driveways impacted by the roadway design will include a concrete apron and restoration of brick or pavers, if applicable, and is limited to the existing right of way. The existing speed humps along Himes Avenue will be re-installed. Impacted roadway signs and pavement markings will be replaced to current standards. Vehicle and pedestrian detour plans are anticipated to accommodate necessary road closures for stormwater and watermain construction. The roadway reconstruction will follow the sequence of construction (SoC), provided by the Firm, to allow for underground utility replacement and construction work. Maintenance of Traffic Plans will include vehicular traffic detours, temporary drainage, and pedestrian traffic control.

- Pipelines Design:

Pipeline design shall include design drawings and the list of specification sections and develop and lock in concepts, especially the locations of existing and proposed new pipelines and structures, pipe diameters and functions, conflict structures and manholes, meters, valves and hydrant locations before proceeding into detailed design development. The design will

include sizing facilities, structures, and major conflicts and proposed methods and sequences of construction and operations to construct the project pipelines.

- Design Document Process

The design documents will include the following:

- Summary of work
- Drawings, details, and technical specifications prepared for review.
- Technical specifications developed using City and/or FDOT standard drawings and specification sections for each project component.
- A QC review will be conducted by the Firm prior to delivering the design documents to the City.
- Upon completion of the design documents and Firm staff have reviewed the documents, a design review meeting will be scheduled with the following primary objectives:
  - Demonstrate the resolution of issues and integration of previous comments from the 30 and 60 percent design meeting.
  - Provide a forum for City staff to provide input to the construction sequencing and document requirements.
  - Reach consensus with City staff on the feedback comment responses to be integrated into the final design documents.
  - Revisit constructability, construction sequencing, critical tie ins, and City constraints that could impact the sequence of construction and adjust the construction sequencing and schedule accordingly.

- Plan Set

Plan sets shall be in 11"x17" format, with Signed & Sealed Final Plans 11"x17" in size. The plan scale shall be 1"=30', the profile scale will be 1"=3'V; 1"=30' H, or as appropriate. The Firm shall deliver final construction plans and documents in digital format. The final construction plans, and documents shall be signed and sealed files delivered to the City on acceptable electronic media, as determined by the City. The project will be developed utilizing AutoCAD Computer Aided Drafting and Design (CADD) systems. It is the responsibility of the Firm to meet the requirements in the City's CADD Standards Manual, Autocad 2021 Civil 3D. The Firm shall submit final documents and files as described therein.

- Project Management:

The Firm shall provide project management services to meet the following goals and objectives throughout the duration and delivery of the scope of services included in this agreement:

- Support of and coordination with the City to develop and maintain the project objectives, coordinate construction costs and approach, and implementation schedule.
- The Firm will prepare, implement, monitor, and update the work plan as required throughout delivery of the work. The Firm will manage, administer, coordinate, and integrate all work of the Firm team as required to deliver the work within budget and on schedule. The Firm will also communicate regularly with the City, conduct, and organize meetings described in the project tasks, and prepare and submit a summary of progress with monthly invoice(s).
- The Firm will meet approximately two times per month with the City to present and discuss project progress and issues throughout delivery of the design, permitting and preconstruction services.
- The majority of progress meetings and other meetings identified in this scope of services will be held at City offices. The other bi-weekly meetings are intended as computer-based web meetings or via phone conference calls but can occur in person as deemed necessary.
- The following deliverables will be submitted to the City as part of this task:
  - Meeting agendas and meeting minutes.
  - Monthly invoices must include Progress Reports
- Engineering Support for Public Concern and Outreach:
  - The Firm will respond to correspondence, through the City's Project Manager, to provide background on design decisions related to the public's concerns submitted to the City. The Firm will provide sketches and exhibits as needed.

**TASK 3: PERMITTING PHASE**

The Firm shall prepare permit applications and work with agencies to procure necessary permits. These will include a Southwest Florida Water Management District (SWFWMD) Permit Modification and FDOT Drainage Connection Permit. In addition, the project will be subject to Florida Department of Health (FDOH) permitting procedures and, because temporary and possible permanent sanitary sewer relocations may be required, that the project will be subject to Hillsborough County Environmental Protection Commission (HCEPC) permitting procedures. In addition, the project will be subject to permitting by the City Water and Wastewater Departments, and by the Right-of-Way Permitting Division for driveways, trees, and/or other permits. The Firm shall closely track the permit packages through the review processes and expedite procuring additional information as may be requested by the City, SWFWMD, FDOT, HCEPC, FDOH to allow them to complete their reviews.

The Firm shall prepare a Permit Tracking Schedule including a list of all permits required for construction indicating which entity is responsible for each and anticipated application submittal date.

- Schedule and attend pre-application meetings with agencies and the City.

- Submit complete application packages and forward a copy of the submittal to the City.
- Provide routine follow-up services in support of the permit application and assist the agencies with their review by reviewing Requests for Information (RFIs') with the City.
  - Attend meetings with City and agencies as required to discuss and understand agency RFI comments.
  - Attending field visits as needed.
  - Responding to RFI comments with backup information requested
- Prepare a list of project permitting fees and submit them with a schedule to the City
- All permit fees will be paid directly by the Firm and submitted as reimbursement from contingency.

**TASK 4: BIDDING PHASE**

The Firm will assist the City with the following:

- Prepare Bid/Contact Documents using City templates and boiler plate documents
- List sections including proposal, measurement and payment, and specific provisions sections.
- Attend pre-bid meeting.
- Respond to bidder's questions. Response & Addenda should be reviewed by Stormwater Engineering (SWE) before submittal to the Contract Administration Department (CAD).
- Preparation of addenda including contract document revisions.
- Review bids for recommendations
- Provide a written recommendation to the City regarding award of the construction contract.

**TASK 5: CONSTRUCTION PHASE**

The Firm will provide the following which will generally be performed as requested or as deemed necessary by the EOR:

**A. ENGINEERING:**

- EOR to attend pre-constructions and construction progress meetings,
- Construction observation sufficient to confirm compliance with the design,
- Assist with submittal and shop drawing review, when requested,
- Assist with responses to requests for clarifications/information, when requested.
- Prepare sketches or drawing revisions to address changes in the work, when requested,

- Assist with confirming testing requirements pursuant to the specifications and/or permit conditions, when requested.
- Required EOR permit clearances and certifications.
- Prepare record drawings from known changes during construction, information provided on as-built survey, and changes in the work identified in field orders or otherwise documented or known.

## B. PUBLIC OUTREACH (Construction Phase)

The Firm will provide public outreach services that includes managing the project public relations efforts through communications with all interested and/or affected community stakeholders (Stakeholders) during the construction phase of the project. Stakeholders shall include interested and/or affected residents, business owners, institutions such as schools, churches, and other organizations as well as City staff and officials. All communications are to be fully documented. All public outreach efforts will be planned and implemented in close coordination and consultation with City staff through regularly scheduled project meetings and written communications.

### 1. GENERAL GOALS:

Address the following questions to explain what the Stakeholders should expect from project initiation through construction:

Why: Project context (why are we doing this? What is this a part of?)

- a. City of Tampa initiatives and programs include
  - i. Transforming Tampa's Tomorrow (T3), [www.tampa.gov/t3](http://www.tampa.gov/t3)
  - ii. PIPES [www.tampa.gov/initiatives/pipes](http://www.tampa.gov/initiatives/pipes),
  - iii. Resilient Tampa, [www.tampa.gov/resilience](http://www.tampa.gov/resilience)
  - iv. Tampa MOVES, [www.tpamoves.org/](http://www.tpamoves.org/)
  - v. Vision Zero, [www.tampa.gov/visionzero](http://www.tampa.gov/visionzero)
  - vi. Capital Projects, [www.tampa.gov/projects](http://www.tampa.gov/projects)
- b. Take photos before, during, and after to help tell the story

Where: Project area with affected streets highlighted

- a. Always include a simple project map with City of Tampa logo and any other applicable program logo(s)

When: Project schedule and expected timeframe

What's next: How Stakeholders can get involved, stay involved, and/or how they can obtain additional information

Other items to consider: Such as, will this project go to City Council? If so, why? What project aspects are unique or perhaps sensitive?

## 2. GENERAL REQUIREMENTS:

Throughout the duration of the construction phase of the project, the Firm shall assist the City with public outreach by developing and updating project information, disseminating that information, and soliciting input from Stakeholders regarding project developments and activities. All publications will be ADA compliant. The Firm will coordinate the public outreach with City input and approval as required, and document communications with project Stakeholders. The Firm's public outreach program will address goals and benefits of the project and manage expectations by providing key project information, including common questions and answers, construction routes/locations, and general expectations during construction (restoration, protection of trees, schedule, etc.). The following components shall be included:

- **COMMUNITY AWARENESS ACTIVITIES**

Develop a project-specific Community Outreach Plan that will be implemented throughout the duration of the construction phase of the project. The plan will outline the tools, techniques, tactics and technology to engage the public.

- **PRE-CONSTRUCTION OPEN HOUSE**

The Firm will coordinate a Pre-Construction Open House and will include the following:

- Project fact sheet with talking points and questions and answers pertinent to the project (FAQs).
- Reserve ADA compliant meeting space as required for noticed Pre-Construction Open House. Set up, attend, and break down of the Pre-Construction Open House.
- Produce postcards, business cards, and/or door hangers to promote the Pre-Construction Open House and to introduce Stakeholders to the project.
- Prepare exhibits and produce color graphic display foam boards or digital slideshow presentation, as appropriate.
- Create and provide presentation information and handouts.
- Compile and develop meeting summary for Pre-Construction Open House.

- **SMALL GROUP MEETINGS**

During the construction phase the Firm shall participate in small group meeting updates with neighborhood associations, schools, or other affected organizations or public services (Fire, Police, Trash collection, etc.), as needed or requested by any owner or entity.

- **ONE-ON-ONE MEETINGS**

During the construction phase the Firm shall conduct one-on-one meetings with homeowners and businesses who are being directly impacted by the construction (i.e., on the project route), as needed or requested by any owner.



- COLLATERAL DEVELOPMENT

The Firm will prepare and distribute mailers, door hangers, and/or other electronic notifications to Stakeholders, including:

- o Notice of construction activities, etc.
- o Notice of project website address.
- o Pre-Construction Open House notice.
- o Scheduling instructions for one-on-one meetings, as needed.
- o Notifications are to be sent on City of Tampa letterhead/envelopes.

- OTHER COMMUNITY ENGAGEMENT ACTIVITIES

The Firm will also be responsible for the following:

- o Provide public outreach contact information and respond to any concerns.
- o Compile and maintain a stakeholder database including stakeholder contact information and documenting all communications.

- TRAFFIC ADVISORIES

The Firm will prepare Traffic Advisories related to road and sidewalk closures. The Firm will coordinate with the City's communications staff and the Right-of-Way permitting team, to prepare road closure and detour information in accordance with permitted/approved project MOT and schedule.

C. EXCLUSIONS:

The scope does not include the following services:

- Scheduling and leading progress meetings
- Utility Coordination or SUE Services (Post Design)
- Inspecting the construction work (CEI Services), except as required to confirm work is being built according to contract documents & permit requirements.
- Witnessing system testing and test report preparation,
- Confirming materials testing,
- Reviewing and approving pay requests, and
- Preparing and processing work change directives and change orders.

SCHEDULE

Firm proposes 24 months from the Notice to Proceed (NTP) to perform the services as described herein.

**ATTACHMENT A**  
**Submittal Schedule**  
**for Golfview Flooding Relief**

Deliverables	Submittals				
	Prel. Design	30% Design	60% Design	90% Design	100% Design
<b>PRELIMINARY DESIGN</b>					
Initial Survey (R/W, Topo, Tree, Wetland)	(By City)				
Add'l. Survey (R/W, Topo, Tree, Wetland)	F				
Tree Audit/Survey & Arborist Report	F				
Geotechnical Engineering Report	F				
Route Analysis and Recommendation	F				
H&H Model Review/Update	F				
Green Infrastructure Recommendations	F				
Preliminary Design Report	C	F			
SUE & Exist. Utilities Assessment			F		
Storm Sewer Design Calculations			F		
Construction Cost Estimate		P	U	F	
<b>ROADWAY AND STORMWATER DESIGN</b>					
Title Page		P-0	P-0	C	F
Index		P-0	P-0	C	F
Key Plan		P-0	P-0	C	F
Legend, Summary of Quantities and General Notes		P	P	C	F
Drainage Map		P-11	P-11	C	F
Typical Roadway Sections		P-1	C	C	F
Existing Conditions, Erosion Control, Demo Limits and Tree protection/removal Plans		P	P-3	C	F
Plan/Profile Sheets		P-2	U	C	F
Intersection Plan Sheets			P-4	C	F
Stormwater Pollution Prevention Plan			P-4	C	F
Stormwater Pipe Profiles		P-2	U	C	F
Civil Details		S	U	C	F
Cross Sections			P-5	C	F
Driveway Profiles			P-5	C	F
Structural Drawings - Junction Boxes			P-6	C	F
Signing and Pavement Marking Plans			P-7	C	F
MOT & Phasing plans			P-8	C	F
Bid/Contract Documents (9)				C	F
Technical Specifications (10)	P-OUTLINE			C	F
<b>CITY UTILITY (W/WW) RELOCATION &amp; UPGRADES</b>					
Title Page (if separate)		P-0	P-0	C	F
Index (if separate)		P-0	P-0	C	F
Key Plan (if separate)		P-0	P-0	C	F
Legend and General Notes (if separate)		P	P	C	F
Plan/Profile Sheets		P-2	P-2	C	F
Details		S	S	C	F
<b>PERMITTING &amp; PUBLIC/PRIVATE UTILITY COORDINATION</b>					
Permitting schedule (anticipated: City, SWFWMD, FDOT, HCEPC, FDOH)			L	U	U
Permit applications			C	C	
Permit RFI's, resubmittals & Approvals					F
Public/Private Utility Notification Matrix		P	U	U	U

P - Preliminary

0 Sufficient for Preliminary Cost Estimate and Attaining Project Feasibility

1 Slopes, dimensions & pavement sections

2 Existing profile with utilities and proposed profile with pipe size/type labeling and structures

3 Indicate trees to be removed/trimmed/preserved with tree tables, erosion control, demo limits

4 Existing and Proposed linework

5 Existing section/profile and proposed template linework

6 Dimensioned and general steel layout

7 Sign size/location, markings linework and general callouts

8 Phases and detours identified

9 As appropriate for procurement method, including City standard contract language, proposal form, special provisions, etc.

10 Utilizing City standard specifications, modified or supplemented as deemed appropriate by the EOR and approved by the City

11 Basin IDs

U - Updated

C - Complete

F - Final

S - Standards

L - Lists

**EXHIBIT B**  
**FEE SCHEDULE**

**Contract 21-D-00048 - Golfview Flooding Relief**

Compensation for the services described in **EXHIBIT A** is as follows:

**Stormwater Department: Flooding Relief**

	<b>Description</b>	<b>Method of Payment</b>	<b>Fee</b>
Task 1	PRELIMINARY ENGINEERING PHASE	Lump Sum	\$ 33,265.00
Task 2	ENGINEERING DESIGN PHASE	Lump Sum	\$ 586,355.00
Task 3	PERMITTING PHASE	Lump Sum	\$ 30,000.00
Task 4	BIDDING PHASE	Lump Sum	\$ 2,900.00
Task 5	CONSTRUCTION PHASE	Lump Sum	\$ 112,210.00
Total			\$ 764,730.00
Contingency			\$ 40,000.00
<b>Stormwater Department Sub-Total</b>			<b>\$ 804,730.00</b>

**Water Department: Waterline Replacement**

Task 1	PRELIMINARY ENGINEERING PHASE	Lump Sum	\$ 34,615.00
Task 2	ENGINEERING DESIGN PHASE	Lump Sum	\$ 202,152.00
Task 3	PERMITTING PHASE	Lump Sum	\$ 22,563.00
Task 4	BIDDING PHASE	Lump Sum	\$ 3,500.00
Task 5	CONSTRUCTION PHASE	Lump Sum	\$ 21,196.00
Total			\$ 284,026.00
Contingency			\$ 14,200.00
<b>Water Department Sub-Total</b>			<b>\$ 298,226.00</b>

**Contract 21-D-00048 TOTAL**

Fee Total		\$ 1,048,756.00
Total Contingency		\$ 54,200.00
<b>Grand Total</b>		<b>\$ 1,102,956.00</b>

## Exhibit C

### CITY OF TAMPA INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### ADDITIONAL REQUIREMENTS

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

ADDITIONAL INSURED- City, its elected officials, departments, officers, officials, employees, and volunteers together with, as applicable, any associated lender of the City shall be covered as additional insureds on all liability coverage (e.g. CGL, AL, and Excess (Umbrella) Liability) as to liability arising out of work or operations performed by or on behalf of Firm including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Firm. Coverage can be provided in the form of an endorsement to Firm's insurance (at least as broad as ISO Form CG 20 10 1185 or both CG 10 20, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 if later revisions used).

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

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

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

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

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

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

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

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

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

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

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

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



**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.: 21-D-00048 Contract Name: Golfview Flooding Relief  
Company Name: Kisinger Campo & Associates, Corp. Address: 201 N. Franklin Street, Suite 400, Tampa FL 33602  
Federal ID: 59-1677145 Phone: 813.871.5331 Fax: 813.871.5135 Email: cnewcomb@kcaeng.com

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

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

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

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

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

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

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services  NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
S/W 33-1142500	The Valerin Group, Inc. 13014 N. Dale Mabry Highway, #820, Tampa, FL 33618 p.813.404.1572   f.   valeriec@valerin-group.com	CF	912	E	Y
S 20-3212557	Applied Sciences Consulting, Inc. 1000 N. Ashley Drive, Suite 500, Tampa, FL 33602 813.228.0900   f.813.434.2454   earaj@appliedfl.com	CM	925	E	Y
S/M 83-1239282	Dark Moss 308 E 7th Ave Tampa, Florida 33602 813-532-3440   rick@darkmoss.com	AM	906/925	E	Y
M 81-4903226	ECHO UES, Inc. 4803 George Road, Suite 350, Tampa FL 33634 727-423-2518   f.888.778.3246   jerry.comellas@echoues.com	HM	925	E	Y
S 47-5661955	Ferguson Land Surveyors, PLLC 806 Franklin Street, Clearwater FL 33756 727.230.9606   f.727.230.9234   scott@flsurveyors.com	CM	925	E	Y
M 59-3154723	Tierra Incl. 7351 Temple Terrace Highway, Tampa, FL 33637 813 989-1354   f. 813 989-1355   lmoore@tierraeng.com	HM	925	E	Y

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

Signed:  Name/Title: Guillermo Madriz, P.E. /V.P. Date: 10/04/2022

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

**Forms must be included with Bid / Proposal**



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

**Page 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.: 21-D-00048 Contract Name: Golfview Flooding Relief  
Company Name: Kisinger Campo & Associates, Corp. Address: 201 N. Franklin St, Suite 400, Tampa, FL 33602  
Federal ID: 59-1677145 Phone: 813-871-5331 Fax: 813-871-5135 Email: cnewcomb@kcaeng.com

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

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

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

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

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

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

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

S = SLBE W=WMBE O =Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials  NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
S/W 33-1142500	The Valerin Group, Inc. 113014 N. Dale Mabry Highway, #820, Tampa, FL 336 18 813.404.1572 / valeriec@valerin-group.com	CF	912	\$57,510.00	5.48%
S 20-321-2557	Applied Sciences Consulting, Inc. 1000 N. Ashley Drive, Suite 500, Tampa, FL 33602 813.228.0900 / f. 813.434.2454 / earaj@appliedfl.com	CM	925	\$527,860.00	50.33%
S/M 83-1239282	Dark Moss 308 E 7th Ave, Tampa, FL 33602 8113-532-3440 / rick@darkmoss.com	AM	906/925	\$4,127.00	0.39%
M 81-4903226	ECHO UES, Inc. 4803 George Road, Suite 350, Tampa, FL 33634 727-423-2518 / f 888-778-3246 / jerry.comellas@echoues.com	HM	925	\$105,092.00	10.02%
S 47-5661955	Ferguson Land Surveyors, PLLC 806 Franklin Street, Clearwater, FL 33756 727.230.9606 / f. 727.230.9234 / scott@flsurveyors.com	CM	925	\$3,375.00	0.32%
M 59-3154723	Tierra, Inc. 7351 Temple Terrace Highway, Tampa, FL 33637 813-989-1354 / f. 813-989-1355 / lmoore@tierraeng.com	HM	925	\$48,939.00	4.67%

Total ALL Subcontract / Supplier Utilization \$ 746,903.00  
Total SLBE Utilization \$ 535,362.00  
Total WMBE Utilization \$ 57,510.00  
Percent SLBE Utilization of Total Bid/Proposal Amt. 51 % Percent WMBE Utilization of Total Bid/Proposal Amt. 5.48 %

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

Signed: [Signature] Name/Title: Guillermo Madriz, P.E. / V.P. Date: 10/04/2022

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Forms must be included with Bid / Proposal**