

Agmt  
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RESOLUTION NO. 2020 - 403

**A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$4,464,935 BETWEEN THE CITY OF TAMPA AND RELIABLE TAMPA PARTNERS A WHARTON-SMITH GARNEY JV, IN CONNECTION WITH CONTRACT 20-C-00001; HOWARD F. CURREN ADVANCED WASTEWATER TREATMENT PLANT MASTER PLAN IMPROVEMENTS PHASE I DESIGN-BUILD; 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 Reliable Tampa Partners, A Wharton-Smith/Garney JV, ("Firm") to provide professional services in connection with Contract 20-C-00001; Howard F. Curren Advanced Wastewater Treatment Plant Master Plan Improvements Phase I Design-Build, ("Project") as detailed in the Agreement for Professional Services ("Agreement"); and

**WHEREAS**, the City desires to enter into an agreement with the Firm 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 Reliable Tampa Partners, A Wharton-Smith/Garney JV, in connection with Contract 20-C-00001; Howard F. Curren Advanced Wastewater Treatment Plant Master Plan Improvements Phase I Design-Build as detailed in said Agreement, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in substantially similar form.


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

**Section 3.** This resolution provides \$4,464,935 within the Wastewater Bonds - Series 2020 Capital Projects Fund for the Howard F. Curren Advanced Wastewater Treatment Plant Master Plan project for use by the Wastewater Department.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON JUN 25 2020

ATTEST:   
CITY CLERK/DEPUTY CITY CLERK

  
CHAIRMAN/CHAIRMAN PRO-TEM CITY COUNCIL

PREPARED AND APPROVED AS TO  
LEGAL SUFFICIENCY BY:

E/S  
JUSTIN VASKE  
ASSISTANT CITY ATTORNEY

42020-15

## **AGREEMENT FOR DESIGN-BUILD INITIAL SERVICES**

THIS AGREEMENT, made and entered into at Tampa, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Tampa, a municipal corporation of the State of Florida, hereinafter referred to as "City", and the following entity authorized to do business in the State of Florida: Reliable Tampa Partners, A Wharton-Smith/Garney JV, a Partnership, hereinafter referred to as "Firm", with an FIEN of 84-3429419.

### **WITNESSETH:**

**WHEREAS**, the City desires to engage the Firm to perform certain services pertinent to such work which shall be referred to as Contract 20-C-00001; Howard F. Curren Advanced Wastewater Treatment Plant Master Plan Improvements - DB "Project" in accordance with this Agreement; and

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

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

### **I. GENERAL SCOPE OF THIS AGREEMENT**

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

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

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

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

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

The City shall provide:

A. Available plans and specifications of existing construction.

B. Ground topography.

### **III. PERIOD OF SERVICE**

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

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

### **IV. GENERAL CONSIDERATIONS**

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

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

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

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

**V. COMPENSATION**

The City shall compensate the Firm for the pre-Design-Build services performed under this Agreement in the amount of \$4,464,935 in accordance with **Exhibit B**.

**VI. PAYMENT**

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

**VII. RECORDS**

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

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

**VIII. PERSONNEL**

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

**IX. SUSPENSION, CANCELLATION OR ABANDONMENT**

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

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

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

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

## **X. TERMINATION**

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

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

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

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

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

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

**XI. INSURANCE**

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

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

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

**XIII. INTEREST OF THE FIRM**

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

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

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

**XIV. COMPLIANCE WITH LAWS**

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

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

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

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

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

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

**XV. ASSIGNABILITY**

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

**XVI. EQUAL EMPLOYMENT**

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

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

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

**XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM**

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

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

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

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

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

**XVIII. CODE OF ETHICS**

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

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

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

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

**XX. SEVERABILITY**

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

**XXI. CHOICE OF LAW**

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

**XXII. DESIGNATION OF FORUM**

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

**XXIII. AUTHORIZATION**

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

**XXIV. ENTIRE AGREEMENT**

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

**XXV. INDEMNIFICATION**

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

**XXVI. ESTOPPEL/WAIVER**

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

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

**XXVII. AUDIT REQUIREMENTS.**

In the event, that during the period of this Agreement, the Firm expends more than \$750,000 in federal funds in an operating year from this and other federal grants, the Firm shall, at its own cost and expense, cause to be carried out an independent audit. The audit shall be completed and a copy furnished to the City, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period, unless a longer period is agreed to in advance by the City. For purposes of this Agreement, an operating and/or audit year is the equivalent to the Firm's fiscal year. The determination of when Grant Funds are expended is based on when the activity related to the expenditure occurs.

The audit shall be conducted in compliance with the Office of Management and Budget: Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable, which are made a part of this Agreement by reference thereto. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, the Firm shall be held liable for reimbursement to the City of all funds not expended in accordance with these applicable regulations and Agreement provisions within thirty (30) calendar days after the City has notified the Firm of such non-compliance. Said reimbursement shall not preclude the City from taking any other action as provided herein.

If expenditure does not exceed \$750,000 during an operating year, the Firm shall provide the City with its annual financial statement within ninety (90) days of the end of its operating year. Said financial statement shall be prepared by an actively licensed certified public accountant.

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

**XXVIII. DEFAULT**

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

**XXIX. BUDGET APPROPRIATIONS**

The City is subject to Section 166.241, Florida Statutes, and is not authorized to contract for expenditures in any fiscal year except in pursuance of budgeted appropriates. With respect to this Agreement, the City has budgeted and appropriated sufficient monies to fund the City's obligations under this Agreement. The obligations of the City hereunder shall not constitute a general indebtedness of the City within the meaning of the Florida Constitution.



**XXX. SCRUTINIZED COMPANIES**

Section 287.135, Florida Statutes, prohibits agencies or local governmental entities from contracting for goods or services of any amount with companies that are on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel, and of \$1 million or more with companies that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. Specifically, Section 287.135(2), Florida Statutes, states: “A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of: (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company: 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or 2. Is engaged in business operations in Cuba or Syria.”

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

**XXXI. PUBLIC RECORDS**

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

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

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

1. FIRM shall keep and maintain public records required by the CITY to perform the services under this Agreement;

2. Upon request by the CITY, provide the CITY with copies of the requested records, having redacted records in total on in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the CITY) on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

3. Ensure that records, in part or in total, that are exempt or that are confidential and exempt from disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion (or earlier termination) of the Agreement if FIRM does not transfer the records to the CITY;

4. Upon completion (or earlier termination) of the Agreement, FIRM shall within 30 days after such event either transfer to the CITY, at no cost, all public records in possession of the FIRM or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If FIRM transfers all public records to the CITY upon completion (or earlier termination) of the Agreement, FIRM shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon completion (or earlier termination) of the Agreement, FIRM shall meet all applicable requirements for retaining public

records. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the agency.

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

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

**XXXII. FIRM EMPLOYEES**

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

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

RELIABLE TAMPA PARTNERS, A WHARTON-SMITH/GARNEY JV

CITY OF TAMPA, FLORIDA

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

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

ATTEST:

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

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

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

## **EXHIBIT A**

### **SCOPE OF SERVICES**

**City of Tampa**

**20-C-00001-HFC AWTP Master Plan Improvements – Phase 1**

**06/05/20**

#### **Introduction**

The Howard F. Curren Advanced Wastewater Treatment Plant (HFC AWTP) is permitted to treat 96-MGD average daily flow with a Type I two-stage, high rate (pure oxygen and fine bubble aeration) activated sludge biological nitrification / denitrification domestic wastewater treatment plant. This plant is operated to discharge AWT, high-level disinfected and dechlorinated effluent to Hillsborough Bay. Residuals generated by this facility can be dewatered for land application as a Class B residual. Currently annual average daily flows are 60 MGD and peak flows of 200 MGD. A Facility Master Plan was completed in 2018.

The City of Tampa Wastewater Department (City) has selected Reliable Tampa Partners (Firm) to provide Design-Build Services to complete the rehabilitation of the HFC AWTP. The Plant rehabilitation shall include the implementation of improvements identified in the HFC AWTP Master Plan and the Design Criteria Package (DCP) to maintain system reliability and increase operating efficiency and meet current and future regulatory requirements. These documents will be the starting point for each improvement. The services listed in this scope of services are intended to serve as Phase 1 of the DCP improvements and include the Tasks listed in the table below. Additionally, see the Schedule of Deliverables at the end of this exhibit for submission deadlines.

The Project components will be divided between 4 Project Teams as summarized below and further described in the specific tasks:

- Team 1 – Preliminary and Primary Treatment
- Team 2 – Secondary Treatment
- Team 3 – Tertiary Treatment and Large Pumping Systems
- Team 4 – Biosolids Treatment

Services provided under this scope of services will include project management, engineering investigations, preliminary design, Project Task Worksheet (PTW), cost estimates, and guaranteed maximum price development.

Improvement Name	Task Level
Junction Chamber No. 1 Improvements	TM
Screen & Grit Buildings No. 1 and 2 Improvements	TM
Primary Sedimentation Tanks	TM
High Purity Oxygen (HPO) Reactor Improvements	TM
Diffused Air Reactors (DAR) Upgrades and Blower Replacement	BODR
Denitrification Filters and Filter Buildings 1 and 2 Improvements	TM
Effluent Water System Improvements	BODR
Main Pump Station and Discharge Channel Rehabilitation	BODR
Biogas Use and Digestion System Improvements	BODR
Sludge Drying Bed Rehabilitations	TM
Stand-by Power System Improvements	GMP
Dewatering Facility Replacement	GMP

Notes: TM refers to a Technical Memorandum, BODR refers to a preliminary design concluding with a Basis of Design Report, and GMP refers to development of a guaranteed maximum price.

### **Task 100 Design Build Program Management and Overall Project Standardization**

Project administration will include overall project coordination, file organization, consulting with the City at appropriate intervals, preparation and submittal of invoices, and developing status reports on monthly intervals.

### **Task 110 Project Management**

The Firm will be responsible for overall coordination and management of the tasks identified in the scope. This task will focus on completion of tasks and submittal of deliverables according to the project schedule and budget, staffing, facilitating quality assurance and quality control (QA/QC) and attending value engineering (VE) and constructability reviews of project efforts and will identifying and communicating to the City any issues that arise, which may impact project progress. The Firm will set-up the accounting system and filing system for the project and will prepare monthly progress reports in support of invoices to describe the work completed during the previous reporting period, anticipated work for the following period, change order status, current budget and schedule status, and any project issues requiring discussion or resolution. In addition, the Firm will prepare a management and communication plan for the project. This task will include regular, once per month, meetings via phone or in person with the Firm and the City's project manager. Firm will provide a detailed schedule for Phase 1 activities with all substantial milestone dates based on the approved notice to proceed.

## **Task 120 Program Oversight**

The Firm will provide regular oversight of the project teams to ensure consistency and quality across all project teams to meet the project objectives. Each of the individual improvements will be coordinated during all project phases to maximize efficiency and avoid potential conflicts between activities.

The Firm will provide oversight of schedule and deliverables of the sub consultants; oversee and maintain project plans and logs; and facilitate quality assurance and quality control (QA/QC), value engineering (VE), and constructability reviews throughout the project. This task will enforce and monitor the management, communication and Building Information Modeling (BIM) plans as well as trend log, risk management log, permit log and project decision log. Each log will be updated every two weeks and submitted to the City for review during progress meetings.

The Firm will implement a document management system to maintain project files. The Firm will establish standardizations and formatting for Technical Memorandums (TMs), Basis of Design Reports (BODRs), Computer Aided Drafting (CAD) and drawings, and Building Information Models (BIM).

## **Task 200 Preliminary Designs**

The Firm will produce draft TMs and BODRs summarizing the findings of each subtask in Task 200. The Firm will furnish one electronic pdf copy of the draft document. In general, each TM and BODR will include the items shown below. Additional items are described within each subtask in Task 200.

### Technical Memorandums

- A summary of the items to be repaired or replaced including Architectural, Structural, Building Mechanical, Equipment, Electrical, and Instrumentation based on site visits and coordination with City operation staff
- A recommendation of modifications required for implementation of repairs and replacements, which will be further developed during detailed design
- A description of the detailed design efforts required to repair or replace each item including additional evaluations required if beyond replace in kind
- 2-dimensional figures showing the locations of the items to be repaired or replaced utilizing existing record drawings
- A preliminary maintenance of operations plan and sequence of construction
- Construction cost estimates

### Basis of Design Reports

- A summary of the objectives for each improvement
- Evaluation of design and/or equipment alternatives
- Review of other improvements identified in the master plan that could be included in each project to reduce cost and impacts to plant operations
- Civil, Architectural, Structural, Building Mechanical (HVAC, Fire Protection, and Plumbing), Equipment, Electrical, and Instrumentation inspection summaries of existing systems as applicable

- A description of the decisions identified in each Task 200 subtask
- A summary of the proposed improvements
- A listing of the proposed equipment with capacities, make, model, quantities, and key features
- Preliminary layout sketches (3-dimensional when applicable)
- Electrical one-line diagrams
- A preliminary maintenance of operations plan and sequence of construction
- Project Schedule
- Construction cost estimates based on the options presented
- A description of anticipated permitting requirements when applicable

The Firm will attend a review meeting with City staff to review each submitted draft document. City will assist the Firm in scheduling the review meeting to be held within 14 calendar days after submittal of the document. The Firm will provide a PowerPoint presentation of the draft BODR components during the meeting and will receive comments at the review meeting and document the comments and the resolution to those comments in the meeting notes produced by the Firm prior to finalizing the report. The 3-dimensional renderings will be presented as part of the presentation if relevant to the specific task to assist City staff if reviewing and providing comments.

Following the review meetings, the Firm will update the TMs and BODRs based on the City's input and will furnish one electronic pdf copy of the final documents.

Internal quality controls reviews will be performed for each submittal by the Firm and the subconsultants.

Each document will be submitted as a PDF for the draft and final version. A PDF will be submitted for the review meeting minutes, presentation, a summary of the comments and responses, and the meeting sign-in sheet.

### **Task 202 Historical Data Review**

The Firm will request updated facility data for the period between January 2017 and March 2020. It is assumed that all requested facility data will be provided in Microsoft Excel format. Facility data that will be requested includes but is not limited to the following:

- Current FDEP Wastewater operating permit
- GIS files showing the route, materials, and size of the five main force mains that convey flow to the facility from the five main upstream pumping stations.
- Record drawings for the five main upstream pumping stations.
- Monthly Operating Reports and Discharge Monitoring Reports required by the Florida Department of Environmental Protection (FDEP)
- Influent, primary effluent, HPO effluent, DAR effluent, and final effluent concentration data
- Odor data collected from Junction Chamber No. 1 and other areas of the facility.
- Collection system odor control evaluation reports

- Flow data including influent, effluent, filter backwash, primary sludge, return activated sludge (RAS), waste activated sludge (WAS), thickened WAS, digester feed, dewatering feed, dewatered cake, and dried solids
- Flow data, demand locations and characteristics for all on-site effluent water uses
- 3 years of historical flow data for the operation of main pump station pumps, blowers and spike lines
- Solids data, including volumetric or mass flow rates, total solids concentrations and volatile solids concentrations for primary sludge, WAS, thickened WAS, digester feed, dewatering feed, and dried solids
- Sludge drying bed operational data
- Aeration data including oxygen production and flow to HPO reactors, airflow to the DARs, available dissolved oxygen (DO), and DAR blower discharge pressure
- Chemical consumption data, including methanol feed to the filters and polymer demand for solids processing
- Energy consumption data
- Chemical, energy, and solids disposal costs
- Operation and maintenance manuals and cut sheets for individual pieces of equipment, as required

The Firm will review wastewater quality data, drawings, operation and maintenance manuals, and operational data as it relates to the process systems included in this scope of work. Basis of design flows and loads developed in the Master Plan will form the basis for the preliminary design of the various unit processes. A summary of the basis of design flows and loads and historical data review will be included in a Historical Data Technical Memorandum.

### **Task 203 Whole Plant Process Model Updates**

The Firm will update the existing plant GPS-X process model to evaluate preliminary design alternatives discussed in other subtasks under this Section. The model will also be used to evaluate overall plant process optimization including carbon management, nitrogen removal, solids projection and a solids mass balance. A brief Technical Memorandum (TM) will summarize the process model update and process optimization evaluation, which will be submitted to the City for review and approval. The TM will be updated per City comments and used as a basis for subsequent modeling activities.

The process model will also be used as a basis for an operator-training tool. The tool will allow operators to make adjustments to process operational parameters through a simplistic model interface and receive immediate feedback on plant performance. Development of the operator-training tool will be included in a future task under a separate scope.

### **Task 204 Wastewater Process Team Site Visit and Process Approach Coordination**

Following the Notice to Proceed (NTP), key wastewater process design team members for this phase of work will participate in several internal workshops as well as periodically visit the site over a 3-day period. The intent of this task is to identify process design approaches that are most appropriate, and merit continued investigation for incorporation into the final BODRs. This

coordination will improve the overall efficiency of the main liquid process designs and ensure consistency in approach across all project area and Teams. This effort will provide a key kick-off to the liquid process updates and allow a focused coordination between City staff and the liquid process technical leads early in the project. This effort will be dedicated to the following areas.

- High Purity Oxygen (HPO) Reactors
- Diffused Air Reactors (DAR) and Blowers.

The process design team will meet with the City staff on the 1<sup>st</sup> day to review the goals of the internal workshops and to obtain initial input from City staff. Following the meeting, the process team will visit the site with the key City staff for 2-3 hours. During subsequent days, the team members will meet internally to discuss potential design approaches for consideration. The action items and information gleaned from this task will be used for completion of Tasks 221 and 222. Periodic site visits will occur during this period for the process team to verify specific information. A second 2 to 3 hour meeting with City operations staff will be scheduled for the third day to discuss any questions or review preliminary findings.

### **Task 205 Whole Plant Hydraulic Model Updates**

The Firm will develop new plant hydraulic models based on the recommended improvements to each structure. The HazenPro excel based software will be used. The hydraulic models will be used to evaluate preliminary design alternatives discussed in other subtasks under this Section. These models will later be used to evaluate overall plant freeboard and identify areas of needed improvement. The model will be updated with each task and the updates will be summarized in the individual BODRs and Technical Memorandums.

### **Task 210 Team 1 Improvements**

The improvements covered by Team 1 consist primarily of the preliminary and primary treatment processes. Phase 1 includes evaluation of existing equipment, components, and structures, and recommended engineering efforts to perform rehabilitation at Junction Chamber No. 1, Screen & Grit Building 1 and 2, and Primary Sedimentation Tanks 1-8. Specific scope items for each of these areas follow.

### **Task 211 Junction Chamber No. 1 Improvements TM**

This task will include site visits, data review, evaluation, and recommendations to address the miscellaneous improvements at Junction Chamber No. 1 (JC No. 1) identified in the DCP, which generally include replacement of diffused aeration system blowers, exposed air piping, three MCCs, sluice gates and actuators, repair of stop log grooves, replacing overhead doors, wet well exhaust fans, wet well hatch covers, lighting and lighting panels, bubbler tube system, supply fans, pressure reducing valves, miscellaneous electrical systems, and miscellaneous concrete repairs.



*Task 211.1 Initial Site Visits and Equipment Inventory*

Up to 8 team members (6 Engineers) from the Firm shall visit the site for a half day to observe the site and areas of proposed improvements and identify/obtain additional data required to perform the TM effort. Prior to the site visit, the Firm shall review the record drawings of the associated work area and print files to create the mark-ups for the equipment inventory.

The City will provide staff during the site visit to guide the Firm through JC No. 1 and clarify the specific equipment and elements that are desired to be repaired or replaced that are generally identified above, as well as identify historic operating or equipment problems. The resulting drawing mark-ups showing the location of specific equipment and elements to be replaced determined during the site visit will constitute an equipment inventory.

The Firm's Structural Engineer will use this site visit to observe and visually assess the existing condition of JC No. 1, note general structural repair requirements, noticeable structural deficiencies, and identify code deficiencies that require improvement to resolve a health and safety issue, or may require improvement, based on applicable code requirements for the improvements in this task.

The Firm's Mechanical/Fire protection engineer will attend the site visit to visually inspect and gather information related to the existing conditions of the fire protection system in JC No. 1.

A summary of findings from the above data review and site visit will be included in the TM.

*Task 211.2 Fire Protection Evaluation*

The Firm's Fire Protection lead will utilize information gathered during Task 211.1 to evaluate the existing conditions of the fire protection system and assess requirements for modifications, including the installation of new systems, and the need for new fire hydrants, and sprinkler systems.

This effort will be summarized in the TM in Task 211.3.

*Task 211.3 TM*

The Firm will develop a draft TM for City review, attend a TM review meeting and finalize the TM per the scope descriptions under Task 200. The effort will include the following elements:

- Summarize the structural assessment, equipment inventory and information gathered from the data review and during the site visit from Task 211.1.
- A summary of the items to be repaired or replaced including Architectural, Structural, Building Mechanical, Equipment, Electrical, and Instrumentation.
- Summarize the fire protection evaluation from Task 211.2.

- Suggested evaluations and recommended basis of design engineering effort (process mechanical, architectural, fire protection, electrical, I&C, and structural) for equipment and components intended to be replaced/rehabilitated that are identified per Task 211.1 and 211.2.
- Suggested survey and SUE investigation for proposed work at JC No. 1.
- Suggested Geotechnical investigation for proposed work at JC No. 1
- Suggested non-destructive/destructive testing for further evaluation of the JC No. 1 structure.
- Sequence of construction and maintenance of plant operations (MOPO) recommendations
- Preliminary construction cost estimates

Task 211 Deliverables:

- Draft TM (Electronic PDF Submittal)
- Final TM (Electronic PDF Submittal)

### **Task 212 Screen & Grit Buildings 1 and 2 Improvements TM**

The TM for Screen & Grit Buildings 1 and 2 Improvements will summarize the equipment and component replacement and repairs and define a sequence of construction schedule to complete the rehabilitation, while maintaining plant operations. This effort will address the improvements identified in the DCP, which includes the following at Screen & Grit Building 1: (8) grit pumps, piping and tubing for all four grit tanks and pumps, grit tank drivers, collectors, reconditioning and painting of support beams, replacement of baffles and guides, influent and effluent gate actuators, drain gate and intermediate gate including actuators in the influent channel, sump pumps and piping, organic return flow pipe, air piping and valves, down-legs of the air process piping in the effluent channel, roof drain/ vent pipe, effluent water pipe, cranes, electrical upgrades re-establishing control interface with the recently installed upgrades for the screenings and grit removal systems, upgrading the lighting features with more energy efficient technologies, replacing electrical conduits and wiring that are corroded and/or associated with replaced pumps and gate / valve actuators, and upgrading SCADA system equipment in the buildings to meet City standards. Additional improvements include replacement of windows, overhead doors, doors, concrete and pipe penetration repairs, and ventilation improvements.

The effort includes the following at Screen & Grit Building 2: replacement of (8) grit pumps, piping and tubing for all four grit tanks and pumps, grit tank drivers, collectors, rake support beams to be sand blasted and painted, baffles and guides, influent and effluent gate actuators, drain gate and intermediate gate including actuators in the influent channel, sump pumps and piping, organic return flow pipe, air piping and valves, down-legs of the air process piping in the effluent channel, roof drain/ vent pipe, effluent water pipe, and cranes. Electrical upgrades include the replacement of Switchgear 20 and Motor Control Center-21 (common between both Screen & Grit buildings) re-establishing control interface with the recently installed upgrades for the screenings and grit removal systems, upgrading the lighting features with more energy efficient technologies, replacing electrical conduits and wiring that are corroded and/or associated with replaced pumps and gate / valve actuators, and upgrading SCADA system equipment in the buildings to meet City standards. Additional improvements include replacement of windows, overhead doors, doors, and

concrete repairs. Replacing exhaust and supply fans to increase air flow capacity and air changes to reduce corrosion and be similar to Building No.1.

*Task 212.1 Initial Site Visits and Equipment Inventory*

Up to 8 team members (6 Engineers) shall visit the site for a half day to observe the site and identify/obtain any additional data required to perform the TM effort. Prior to the site visit, the Consultant shall review the record drawings of the associated work area and print files to create the mark-ups for the equipment inventory. The City will provide staff during the site visit to guide the Firm through Screen & Grit Buildings 1 and 2 and clarify the specific equipment and elements that are desired to be repaired or replaced that were generally identified above, as well as identify historic operating or equipment problems. The resulting drawing mark-ups showing the location of specific equipment and elements to be replaced determined during the site visit will constitute an equipment inventory.

The Firm's Structural Engineer will use this site visit to observe and visually assess the existing condition of Screen & Grit Building 1 and 2. This includes noting general structural repair requirements and noticeable structural deficiencies.

The Firm's Mechanical/Fire protection engineer will attend the site visit to visually inspect and gather information related to the existing conditions of the fire protection in Screen & Grit Building 1 and 2.

A summary of findings from the above data review will be included in the TM that is to be submitted for Task 212.

*Task 212.2 Fire Protection Evaluation*

The Firm's Fire Protection lead will utilize information gathered during Task 212.1 to evaluate the existing conditions of the fire protection system and assess requirements for modifications, including the installation of new systems, and the need for new fire hydrants, and sprinkler systems.

This effort will be summarized in the TM in Task 212.3.

*Task 212.3 TM*

The Firm will develop a draft TM for City review, attend a TM review meeting and finalize the TM per the scope descriptions under Task 200. The effort will include the following elements:

- Summarize the structural assessment, equipment inventory and information gathered from the data review and during the site visit from Task 212.1.
- A summary of the items to be repaired or replaced including Architectural, Structural, Building Mechanical, Equipment, Electrical, and Instrumentation.

- Summarize the fire protection evaluation and recommendations from Task 212.2.
- Suggested evaluations and recommended basis of design engineering effort (process mechanical, architectural, fire protection, electrical, I&C, and structural) for equipment and components intended to be replaced/rehabilitated that are identified per Task 212.1 and 212.2.
- Suggested survey for proposed work at Screen & Grit Building 1 and 2.
- Suggested non-destructive/destructive testing for further evaluation of Screen & Grit Building 1 and 2 structures.
- Sequence of construction and maintenance of plant operations (MOPO) recommendations
- Construction cost estimates

Task 212 Deliverables:

- Draft TM (Electronic PDF Submittal)
- Final TM (Electronic PDF Submittal)

### **Task 213 Primary Sedimentation Tanks (PST) Improvements TM**

The TM for the PSTs will include the improvements to the existing PSTs 1-8 identified in the DCP, which includes replacement of effluent weirs, trough, chain and flights, gearboxes and motors for influent sluice gate actuators, replacement of manual backflush sluiceways with motor operated gates, replacement of sludge blanket detector, rehabilitation of scum pit, scum and gravity thickener overflow pipe and valves, removal of DAF scum and overflow pipes, coating tanks, lining decks on effluent side of tanks and other miscellaneous concrete repairs.

*Task 213.1 Initial Site Visits and Equipment Inventory*

Up to 8 team members (6 Engineers) shall visit the plant for a half day to observe the site and identify/obtain additional data required to perform the TM effort. Prior to the site visit, the Consultant shall review the record drawings of the associated work area and print files to create the mark-ups for the equipment inventory. The City will provide staff during the site visit to guide the Firm through PSTs 1-8 and clarify the specific existing equipment and elements that are desired to be repaired or replaced that were generally identified above, as well as identify historic operating or equipment problems. The resulting drawing mark-ups showing the location of specific equipment and elements to be replaced determined during the site visit will constitute an equipment inventory.

The Firm's Structural Engineer will use this site visit to observe and visually assess the existing condition of PSTs 1-8. It is assumed that one PST will be emptied and available for inspection by the structural engineer as part of the site visit.

A summary of findings from the above data review will be included in the TM that is to be submitted for Task 213.

### *Task 213.2 TM*

The Firm will develop a draft TM for City review, attend a TM review meeting and finalize the TM per the scope descriptions under Task 200. This effort will include the following elements:

- Summarize the structural assessment, equipment inventory and information gathered from the data review and during the site visit from Task 212.1.
- A summary of the items to be repaired or replaced including Architectural, Structural, Building Mechanical, Equipment, Electrical, and Instrumentation.
- Suggested evaluations and recommended basis of design engineering effort (process mechanical, electrical, I&C, and structural) for equipment and components intended to be replaced/rehabilitated that are identified per Task 213.1.
- Suggested survey and SUE investigation for existing PSTs.
- Suggested non-destructive/destructive testing for further evaluation of PSTs 1-8 and ancillary structures.
- Sequence of construction and maintenance of plant operations (MOPO) recommendations
- Preliminary construction cost estimates

### Task 213 Deliverables:

- Draft TM (Electronic PDF Submittal)
- Final TM (Electronic PDF Submittal)

## **Task 220 Team 2 Improvements**

The improvements covered by Team 2 consist primarily of the secondary treatment process, including the High Purity Oxygen (HPO) Reactors and the Diffused Air Reactors (DAR). These processes have been grouped together in part due to the interrelation they have on each other and the resultant inter-process coordination that will be necessary to ensure that recommendations for individual systems result in optimized recommendations for the overall secondary treatment system as a whole. Specific scope items for each of these areas follow.

## **Task 221 HPO Reactor Improvements TM**

The HPO Reactor Improvements will evaluate upgrades to improve reliability and efficiency of the HPO system. These will consist of potential improvements to the influent and effluent channels which include cleaning, concrete repair and channel lining, replacement of up to 12 gates and actuators (4 reactor influent, 2 swing reactor, 3 reactor NIT influent, 2 side spike line, and 1 carb inf to reactor), meters, and sampling equipment. Improvements to the reactors consist of cleaning of the existing tanks, structural rehabilitation of the tanks (repair to concrete surfaces above the normal water line), replacing the existing surface aerators with larger mechanical aerators in stages 2-4 (3 reactors), replacing existing instrumentation and electrical systems upgrades. The aerator in the first zone will be replaced with a submerged mixer to provide for an anaerobic selector to improve settling.

Site inspections will be conducted with City staff to identify additional components that will be evaluated for replacement and associated detailed design. Improvements that may be identified during the inspections include replacing the dewatering main drain sluice gate and actuator, upgrading manual butterfly valves to electric butterfly valves, removal of alum pipe on the reactor deck, replacing influent and effluent stop logs and actuators, replacing instrumentation including rate controllers, gas monitoring, air meters, step-feed meters, high water alarm, replacing MLSS sample pumps, and painting process air piping and spike line in the influent channel. The Firm shall produce an equipment, electrical, and instrumentation inventory based on review and mark-up of the record drawings of the associated work areas and site visits.

#### *Task 221.1 HPO Reactor Improvements Evaluation*

The process model updated under Task 203 will be used to confirm the preliminary design of the HPO reactor improvements. The updated model will incorporate operation of an anaerobic selector in Zone 1 of each HPO reactor. Process simulations will be performed for current average through future maximum load conditions to estimate solids production, oxygen demand, MLSS concentrations, and HPO reactor effluent quality. A cost benefit analysis will be performed comparing the current operation with new aerators in Zones 1-4 of Reactors 1, 2, and 4 to modifying Zone 1 to be an anaerobic zone and increasing the size of the aerators in Zones 2-4 for Reactors 1-4. It is intended that this analysis will assist the City in deciding whether to pursue an anaerobic selector with the detailed design.

#### Oxygen Dissolution Modeling for Aeration Requirements:

Oxygen Dissolution modeling will be used to size and select surface aerators for HPO Reactor Zones 2 through 4. The Firm will contract with DWG Associates, Inc., a firm that specializes in HPO wastewater technology and modeling, to apply their HPO design simulator HPODesign© to size the new aerators. The results of the HPODesign© modeling will be integrated with the updated whole process model.

#### *Task 221.2 Structural Inspection and Rehabilitation Recommendations*

The Firm (1 Engineer) will perform a non-destructive, visual structural inspection of the HPO Reactor exterior and infer the condition of the interior based on the recent repairs required for reactor no. 3. The TM will incorporate the findings of the inspection into the development of rehabilitation efforts that will be recommended to prepare the HPO structures for the proposed improvements.

#### *Task 221.3 Electrical Inspection and Rehabilitation Recommendations*

The Firm (1 Engineer) will conduct an inspection of the existing electrical systems with plant staff to verify existing capacities of key components and ascertain the impact of electrical changes on both the HPO system and the overall treatment plant. The site investigation will document historical operational and/or maintenance issues and the

elements that require replacement. This task will identify electrical improvements that will be necessary to support the requirements of the recommended process improvements.

*Task 221.4 Mechanical Equipment Inspection and Construction Sequencing Recommendations*

Some of the existing flow control gates and other mechanical equipment do not operate and thus may not be usable to provide flow diversion during construction. Therefore, the Firm (1 Engineer) will conduct an inspection of the mechanical equipment to be replaced to determine the existing functionality that may be used to facilitate construction staging. The site investigation will document historical operational and/or maintenance issues and the equipment that requires replacement. This information will be used to develop a plan for sequencing construction to allow improvements to be made to the HPO systems and equipment while minimizing impacts to plant operations.

*Task 221.5 Instrumentation and Controls Inspection and Recommendations*

The Firm (1 Engineer) will conduct an inspection of the instrumentation and control system for the HPO reactors to verify the functionality of the existing components and determine where the system requires upgrades. This task will document historical operational and/or maintenance issues and identify the recommended replacements and upgrades necessary to support and coordinate with the process changes that will be developed and recommended for the HPO system.

*Task 221.6 TM*

The Firm will develop a draft TM for City review, attend a TM review meeting and finalize the TM per the scope descriptions under Task 200. The TM effort will also include:

- Process improvements modeling for the oxygen dissolution model from Task 221.1.
- A summary of the items to be repaired or replaced including Architectural, Structural, Building Mechanical, Equipment, Electrical, and Instrumentation.
- Suggested non-destructive/destructive testing for further evaluation of the HPO reactor and ancillary structures.
- Structural design considerations for proposed improvements/rehabilitation of the HPO reactor, including improvements required due to code requirements and/or deficiencies.
- Sequence of construction and maintenance of plant operations (MOPO) recommendations
- Preliminary construction cost estimates

Task 221 Deliverables:

- HPO Reactor Model and Evaluation Results (Electronic PDF Submittal)
- Oxygen Dissolution Model and Evaluation Results (Electronic PDF Submittal)
- Draft TM (Electronic PDF Submittal)
- Final TM (Electronic PDF Submittal, model results to be included in the Appendix)

**Task 222 DAR Upgrades and Blower Replacement BODR**

The DAR Improvements BODR will investigate options for upgrading the DARs to improve nitrogen removal reliability and efficiency. Improvements will include demolition of existing equipment not required for the improved process; cleaning of the tanks and existing equipment that will remain in use; new fine bubble diffused aeration; anoxic mixers; internal mixed liquor recycle (IMLR) pumps; flow metering on the IMLR; miscellaneous concrete and handrail repair; pads and pedestals for new equipment and pipe; process pipe; and instrumentation including dissolved oxygen, ammonia, and nitrate analyzers. The newly replaced diffusers in Train 1 will be evaluated. If improvements to Train 1 are required, these improvements will be incorporated with the diffuser replacement designs in Trains 2-4 in a subsequent phase. Sixteen influent and effluent gate actuators will be replaced. The Firm shall produce an equipment, electrical, and instrumentation inventory based on review and mark-up of the record drawings of the associated work areas and site visits.

DAR blower improvements will include the replacement of the existing constant-speed multi-stage blowers with new, more efficient blowers. New blowers to be evaluated include integral-gear centrifugal blowers with dual point control and high-speed gearless (turbo) centrifugal blowers. Process modeling and Hazen's internal aeration models will be used to estimate aeration demands associated with the improved DARs. Additional improvements will include the replacement of transformers T-8A and Y-8B, required structural and HVAC improvements to accommodate the new blowers, and ancillary electrical and control improvements.

*Task 222.1 DAR Improvements Modeling*

The Firm will investigate options for process improvements to support improved nitrogen removal and aeration efficiency. The analysis will focus initially on broader improvements to identify which specific changes merit further evaluation and are recommended for more detailed development. The Firm will meet with the CITY to discuss these identified changes to get feedback and buy-in prior to finalizing the associated recommendations into the BODR. Specific improvements to be examined are listed below.

**Aeration Control Improvements**

- Optimization of ammonia-based aeration control
- Recommended upgrades to air headers and aeration control valves
- Diffuser tapering to improve oxygen distribution in the DARs



## Nitrogen Removal Improvements

- Options for IMLR and IMLR flow metering improvements
- Optimization of the spike line flow control

### *Task 222.2 Structural Inspection and Rehabilitation Recommendations*

The Firm (1 Engineer) will perform a nondestructive, visual structural inspection of the DAR interior and exterior. The BODR will incorporate the findings of the inspection into the development of rehabilitation efforts associated with concrete repairs and handrail upgrades. The Firm (1 Engineer) will develop a preliminary structural design to a Technical Memorandum level of effort as described in Task 200.

### *Task 222.3 Electrical Inspection and Rehabilitation Recommendations*

The Firm (1 Engineer) will conduct an inspection of the existing electrical systems to verify the impact on both the DAR and the overall treatment plant of the replacement of transformers T-8A and Y-8B and other electrical changes proposed changes to the DAR. The site investigation will document historical operational and/or maintenance issues and the equipment that requires replacement. This task will identify electrical improvements that will be necessary to support the requirements of the recommended process improvements.

### *Task 222.4 Mechanical Equipment Inspection and Bypass/Construction-Staging Recommendations*

Some of the existing mechanical equipment does not operate and thus may not be usable to provide flow diversion during construction. Therefore, the Firm will conduct an inspection of the existing gate actuators and other mechanical equipment to be replaced to determine the existing functionality that may be used to facilitate system staging during construction. The site investigation will document historical operational and/or maintenance issues and the equipment that requires replacement. The existing blowers and air system will also be inspected to develop options for sequencing of the blower replacement. This information will be used to develop options for bypass pumping and construction staging for the DAR, the blowers, and all associated equipment.

### *Task 222.5 Instrumentation and Controls Inspection and Recommendations*

The Firm (1 Engineer) will conduct an inspection of the instrumentation and control system for the DAR reactors to verify the functionality of the existing components and determine where the system requires upgrades. This task will document historical operational and/or maintenance issues and identify the recommended replacements and upgrades necessary to support and coordinate with the process changes that will be developed and recommended for the DAR system.

#### *Task 222.6 Fire Protection Data Collection and Recommendations*

The Firm's Fire Protection lead will perform a site visit to visually assess the existing conditions in the blower building and assess requirements for modifications, including the need for new fire hydrants, and a fire and sprinkler system.

#### *Task 222.7 BODR*

The Firm will develop a draft BODR for City review, attend a BODR review meeting and finalize the BODR per the scope descriptions under Task 200. The basis of design effort will include the following elements:

- Process improvements modeling for the aeration control and nitrogen removal improvements from Task 222.1.
- Preliminary blower sizing based upon anticipated aeration requirements produced by the modeling effort from Task 222.1
- Summary of the structural inspection of the DAR and rehabilitation recommendations from Task 222.2.
- Suggested non-destructive/destructive testing for further evaluation of the DAR and ancillary structures.
- Structural design considerations for proposed improvements/rehabilitation of the DAR, including improvements required due to code requirements and/or deficiencies.
- Summary of the electrical inspection of the DAR and rehabilitation recommendations from Task 222.3.
- Summary of the inspection of the DAR mechanical equipment and rehabilitation recommendations from Task 222.4.
- Summary of the instrumentation and controls inspection and rehabilitation recommendations from Task 222.5.
- Summary of the fire protection recommendations from Task 222.6.
- Sequence of construction and maintenance of plant operations (MOPO) recommendations
- Preliminary construction cost estimates

#### Task 222 Deliverables

- Draft BODR (Electronic PDF Submittal)
- Final BODR (Electronic PDF Submittal)

### **Task 230 Team 3 Improvements**

The improvements covered by Team 3 consist primarily of the tertiary treatment process, including the denitrification filters and the effluent water system. These processes have been grouped together in part due to the interrelation they have on each other and the resultant inter-process coordination that will be necessary to ensure that recommendations for individual systems result in optimized recommendations for the overall tertiary treatment system as a whole. The main pumping systems will also be included within Team 3 and the main pump station and discharge channel are involved in Phase 1. Specific scope items for each of these areas follow.

## **Task 231 Denitrification Filters and Filter Buildings No.1 and 2 Improvements TM**

The suspended growth biological treatment process is followed by 32 coarse sand denitrification filters, to achieve additional nitrogen removal through the addition of methanol. The filters were designed to reduce the total suspended solids (TSS) and Total Nitrogen (TN) to meet the surface water annual average permit limits of 5 milligrams per liter (mg/L) and 3 mg/L, respectively.

The filters numbered 1 through 20 were installed in 1978, filters numbered 21 through 26 and 31 through 36 were installed in 1991. Pumps and blowers associated with filters 1 through 20 are in Filter Building No.1 and pumps and blowers associated with filters 21 through 26, and 31 through 36 are in Filter Building No. 2. The control room for all the filters is located in Filter Building No.1.

The first part of this TM will confirm the equipment to be replaced, based on site visits and coordination with City operation staff, for rehabilitating Filter Building No. 1 and Filters No.1-20. These improvements include the replacement of control butterfly valves with pneumatic actuators, 20 backwash drain valves, 40 backwash water valves, 20 influent valves, 40 effluent valves, 20 influent gate actuators, 3 backwash pumps, 2 effluent water pumps, and 3 sump pumps, 2 blowers, 2 sampler stations, piping, supply and exhaust fans, 5-ton hoist, 2 flow meters, motor control centers (MCCs) 57 and 58-A., level control system and control console. Additional improvements include concrete and expansion joint repairs, backwash piping painting on outside over filters, replacement of control room ceiling, doors and windows, and removal polymer equipment from the pump room which is no longer in use. The Firm will include recommendations of modifications required for the implementation of repairs, which will be further developed during Detailed Design.

The second part of this TM will identify the equipment to be replaced, based on site visits and coordination with City operation staff, for the Denitrification Filters No.21 through 26, and No.31 through 36. These improvements will include replacement of valves and actuators. Valves include 12 backwash water valves, 12 effluent valves, 12 backwash drain valves, 12 influent valves, 2 backwash flow regulating valves, and 12 influent gate actuators. Air piping and dresser couplings need to be painted and there are miscellaneous concrete repairs. Replace pumps including 2 filter drain pumps, 2 sump pumps, and 3 backwash pumps. The Firm will include recommendations of modifications required for the implementation of repairs, which will be further developed during Detailed Design.

Filter Building No.2 will also be evaluated in the TM. The improvements will include the replacement of 3 backwash pumps, 3 blowers, an influent channel gate, piping, and motor control centers (MCC) MCC-85 and MCC-86. Additional improvements include concrete repairs, roof repairs, and skylight replacement. The Firm will include recommendations of modifications required for the implementation of repairs, which will be further developed during Detailed Design.

*Task 231.1 Process Mechanical Data Collection, Evaluations and Recommendations*

- The Firm will collect and review available record drawings to be provided by the City.
- Perform 3 site visits with up to 4 people to conduct a visual assessment of the existing facilities, including pumps, blowers, above ground piping, valves, connection points and other associated equipment.

The data collected during the site visits will be evaluated and a summary of the required replacements will be included in the TM.

*Task 231.2 Structural Data Collection, Evaluations and Recommendations*

The Firm's Structural lead will perform a site visit to visually assess the existing conditions in Denitrification Filters and Filter Buildings No. 1 and No. 2. The site visit will be performed by one structural engineer. The visual assessment will note general structural repair requirements, noticeable structural deficiencies, and observable code deficiencies that require improvement to resolve a health and safety issue or may require improvement based on applicable code requirements based on the proposed modifications recommended for this task.

The data collected during the site visits will be evaluated and recommendations made on how to best achieve the task's structural objectives, which will be described in the TM.

*Task 231.3 Fire Protection Data Collection, Evaluations and Recommendations*

The Firm's Fire Protection lead will perform a site visit to visually inspect the existing conditions in the Filter Building No.1 and Filter Building No.2 and assess requirements for modifications, including the installation of a new Halon fire extinguisher system in the control rooms, and the need for new fire hydrants, and fire and sprinkler system.

The data collected during the site visits will be evaluated and recommendations described in the TM.

*Task 231.4 Electrical Data Collection, Evaluations and Recommendations*

The Firm's Electrical lead will perform a site visit to visually inspect the existing conditions in the Filter Building No.1 and Filter Building No.2 along with filters 1-20, 21-26 and 31-36 and assess the requirements for upgrades to the electrical power distribution for pumps, blowers, actuators, level control systems, sample stations, exhaust fans, hoist, flow meters, control centers and motor control centers 57, 58-A, 85 and 86.

The data collected during the site visits will be evaluated and recommendations described in the TM.

*Task 231.5 Instrumentation and Controls Data Collection, Evaluations and Recommendations*

The Firm's lead Instrumentation and Control engineer will perform a site visit with City staff to visually inspect the existing conditions in the Filter Building No.1 and Filter Building No.2 instrumentation and discuss proposed instrumentation improvements to be made in support of the proposed process changes and/or equipment replacement efforts. This task will document historical operational and/or maintenance issues and identify the recommended replacements and upgrades necessary to support and coordinate with the process changes that will be developed and recommended for the filter system.

*Task 231.6 Architectural Data Collection, Evaluations and Recommendations*

The Firm's lead architect will perform a site visit to visually assess the existing conditions in the Filter Building No.1 and Filter Building No.2 and establish the requirements for the installation of replacement windows, doors, overhead doors.

The data collected during the site visits will be evaluated and recommendations made on how to best achieve the task's architectural objectives, which will be described in the TM.

*Task 231.7 HVAC Data Collection, Evaluations and Recommendations*

The Firm's HVAC lead will perform a site visit to visually assess the existing conditions in the Filter Building No.1 and Filter Building No.2 and establish the requirements for the replacement of exhaust fans, and any other HVAC equipment identified as inadequate for the future operation of these Filter Buildings

The data collected during the site visits will be evaluated and recommendations made on how to best achieve the task's HVAC objectives, which will be described in the TM.

*Task 231.8 TM*

The Firm will develop a TM to identify equipment to be replaced and provide recommendations for modifications to be evaluated during detailed design. The TM content will be in accordance with the definition in Task 200 and 231. No drawings are expected to be produced for this TM. Improvement requirements and recommendations will be presented as sketches on record drawings to convey locations and general requirements of the work. The TM will include the following elements:

- A summary of the items to be repaired or replaced including Architectural, Structural, Building Mechanical, Equipment, Electrical, and Instrumentation.
- Summary of the structural assessment, equipment inventory and information gathered from the data review and during the site visits.
- Suggested non-destructive/destructive testing for further evaluation of Filter Buildings No.1 and No.2.
- Sequence of construction and maintenance of plant operations (MOPO) recommendations
- Preliminary construction cost estimates

Following the review meeting with the City, the Firm will update the TM based on the City's and input and will furnish one electronic (PDF) copy of the final TM

231 Task Deliverable:

- Draft TM (Electronic PDF Submittal).
- Final TM (Electronic PDF Submittal).

**Task 232 Effluent Water System Improvements BODR**

Approximately 10% of the final effluent water from HFC AWTP is sent to an effluent water system (5 MGD) for internal use in the facility, while most of the flow is sent to a surface water discharge system following dechlorination. Due to the age of the existing effluent water system and additional demands from the proposed improvements at the plant, a new effluent water system is required at the plant.

The BODR will evaluate options for upgrading the effluent water system. These improvements will include the replacement of deteriorated effluent water system piping and construction of a new effluent water pipe loop to improve the effluent water system.

The new effluent water system will include additional capacity for a new odor control unit at Junction Chamber No. 1 and will improve the pressure at the Screen and Grit Buildings.

*Task 232.1 Process Mechanical Data Collection, Evaluations and Recommendations*

The Firm will collect and review available record drawings to be provided by the City. The Firm will also obtain existing equipment cutsheets, flow, pressure and water characteristics. Specific activities expected to be performed during the execution of this part of the study are:

- Collect and review operational data for the effluent water system, including as-builts, design data and demand requirements for the facility.
- Conduct a site visit for a visual assessment and evaluation of the existing facilities including pumps, above ground piping, electrical & control components, valves, and connection points.
- Develop preliminary 2-dimensional piping routing from the effluent water system facility to external building connection points located around the plant site.
- Develop a preliminary steady-state hydraulic model of the proposed effluent water system using the City's preferred Pipe-Flo® software, anticipated connection points, pipe sizes, and existing and potential future City demand loads.
- Conduct a meeting to discuss the findings of the data collection effort, established demand data (flow and pressure).
- Evaluation of existing effluent water system, including pumps, valves, above ground pipe routing at the effluent system and inside the existing buildings and proposed facilities.
- Establish preliminary design criteria for the new pumps, piping, valves and accessories.

City staff will be available for each of the five (5) site visits for up to two hours on each site visit.

*Task 232.2 Electrical Data Collection, Evaluations and Recommendations*

The Firm's lead Electrical engineer will perform a site visit to visually assess the existing condition of the electrical components of the effluent water system pumps, which are located in the Denitrification Filter Building No 1. The Firm will establish the requirements for the installation of variable frequency drives (VFDs), electrical upgrades, replacement of Motor Control Panels, circuit breakers, and lighting panels.

*Task 232.3 Instrumentation and Controls Data Collection, Evaluations and Recommendations*

The Firm's lead Instrumentation and Control engineer will perform a site visit with City staff to visually assess the existing condition of instrumentation and controls elements associated with the operation of the effluent water system pumps, located at the Filter Building No. 1. This task will document historical operational and/or maintenance issues and identify the recommended replacements and upgrades necessary to support and coordinate with the process changes that will be developed and recommended for the effluent water system.

*Task 232.4 BODR*

The Firm will develop a BODR which will define the technical, engineering and operational considerations used in project development, which will serve as the basis for subsequent detailed design documents. The BODR content will be in accordance with the definition in Task 200. No drawings are expected to be produced for this BODR. Improvement requirements and recommendations will be presented as sketches on record drawings or aerial photos, to convey locations and general requirements of the work. The basis of design effort will include the following elements:

- Preliminary 2-dimensional piping routing from the effluent water system facility to external building connection points located around the plant site with pipe sizes.
- Results of hydraulic modeling including list of flow demands
- List of equipment improvements needed for new system (ie. pumps, electrical, etc.)
- Summarize the equipment inventory and information gathered from the data review and during the site visits
- Confirmation of sizing/fit in existing space for proposed replacement elements/equipment
- Electrical and I&C design considerations for proposed improvements/rehabilitation
- Sequence of construction and maintenance of plant operations (MOPO) recommendations
- Preliminary construction cost estimates

Following the review meeting with the City, the Firm will update the BODR based on the City's and input and will furnish one electronic (PDF) copy of the final BODR.

#### Task 232 Deliverables:

- Steady-State hydraulic Pipe-Flo® model and evaluation results (Model Files (.pipe) and Electronic PDF Submittal)
- Draft BODR (Electronic PDF Submittal).
- Final BODR (Electronic PDF Submittal, model evaluation results to be included in the Appendix).

#### **Task 233 Main Pump Station and Discharge Channel Rehabilitation BODR**

The Main Pump Station is used to convey the screened wastewater to the HPO reactors, and needs a major rehabilitation, due to aging of the existing equipment and infrastructure. The improvements to the Main Pump Station will consist of replacement of (7) pumps, valves, piping, spent cooling water pumps, chilled water pump motors, dewatering pumps, sump pumps, blowers, sluice gates and operators for the influent channel, sluice gates for the main drain, condensation unit, backflow preventer, deep bed scrubber, electric heat coils, water break tank, water pressure tank, fuel oil storage tank, containment area waste dumping pit, Halon fire extinguisher system in computer room, fire hydrants, fire and sprinkler system, life line motor wet well, sampler stations, water cooler and heater equipment, 11-ton hoist, and installation of variable frequency drives (VFDs) and an additional sluice gate on the main pump station deck. Additional improvements include cleaning and inspection of main drain, demolition of existing scum pumps and all equipment associated with the Alum pumps, which are no longer in use, replacement of roof exhaust fans, windows, doors, overhead doors, and concrete repairs.

The BODR will also evaluate options for improving the Main Pump Station discharge channel. Improvements to the Main Pump Station discharge channel include the replacement of air process piping with 316 stainless steel pipe, air diffusers, gate and actuator for the 66-inch spike line, inspection and rehabilitation of the 20-inch and 66-inch spike lines, discharge channel cleaning, concrete rehabilitation, and concrete lining. Improvements will require a bypass pumping system during construction work in the channel and inspection/rehab of spike line.

##### *Task 233.1 Process Mechanical Data Collection, Evaluation, and Recommendations*

The Firm will collect and review available record drawings to be provided by the City. The Firm will also obtain existing equipment cutsheets, flow, pressure and water characteristics for the spike lines and aeration system at the Main Pump Station, and Discharge Channel.

Specific activities will include in this task are:

- Evaluate options for improving the Main Pump Station pumps configurations for better flexibility and overall efficiency.
- Preliminary selection of pumps and operating strategies to plant flow demands and provide redundancy.
- Evaluate alternatives to perform rehabilitation of the discharge channel while keeping the pump station in operation, identifying general temporary construction needs.



- Identify existing ancillary equipment that needs replaced, such as spent cooling water pumps, dewatering pumps, sump pumps, blowers, , condensation unit, water break tank, water pressure tank, deep bed scrubber, 11-ton hoist, and fuel oil storage tank.
- Identification of the number and general characteristics for new sluice gates operators for the influent channel, sluice gates for the main drain and backflow preventer.
- Inspection and identification of replacement equipment for life line motor wet well, sampler stations, water cooler and heater equipment.
- Identification of repairs and modifications for containment area waste dumping pit.
- Identification of required maintenance activities during construction, such as cleaning and inspection of main drain, and others identified during the pump station site visits.
- Identification of demolition requirements of existing equipment, such as scum pumps and equipment related to Alum pumps which are no longer in use, and others identified during site visits and previous planning activities.
- Planning, sizing and general characterization of other improvements to the main pump station discharge channel, including the replacement of air process piping with 316 stainless steel pipe, air diffusers, gate and actuator for the 66-inch spike line.
- Develop hydraulic model for the Spike line.
- Defining the inspection requirements for the 20" and 66" spike lines.
- The Firm will define a preliminary sequence of construction and temporary construction for Maintenance of Plant Operations (MOPO), for activities associated with the 20" and 66" spike lines, as well as the discharge channel cleaning, concrete rehabilitation, concrete lining, and the pumps and controls replacement.
- Thickness testing of pump suction piping will be handled under the Owner's allowance task.

*Task 233.2 Structural Data Collection, Evaluations and Recommendations*

The Firm's Structural lead will perform a site visit to visually assess the existing conditions of the Main Pump Station and the Discharge Channel. The visual assessment will note general structural repair requirements, noticeable structural deficiencies, and observable code deficiencies that require improvement, to resolve a health and safety issue or may require improvement based on applicable code requirements based on the improvements for this task. In particular, the visual assessment will be focused on the structure housing the main pump station, and discharge channel.

The reviews will establish recommendations for concrete repair/ rehabilitation requirements as well as general requirements for new equipment pads.

*Task 233.3 Civil Data Collection, Evaluations and Recommendations*

The Firm's Civil lead will perform a site visit to visually assess the existing conditions of the Spike lines, and evaluate the data collected to recommend inspection requirements

for the portion of the pipe that's installed below ground. Modelling the spike lines will be evaluated to identify preliminary spike system improvements.

*Task 233.4 Fire Protection Data Collection, Evaluations and Recommendations*

The Firm's Fire Protection lead will perform a site visit to visually assess the existing conditions in the Main Pump Station and assess requirements for modifications, including the installation of a new Halon fire extinguisher system in computer room, and the need for new fire hydrants, and fire and sprinkler system.

The data collected during the site visits will be evaluated and recommendations made on how to best achieve the task's fire protection objectives, which will be described in the BODR.

*Task 233.5 Electrical Data Collection, Evaluations and Recommendations*

The Firm's Electrical lead will perform a site visit to Conduct a site visit to assess the condition of the existing electrical systems that are currently installed within the facility. This includes but is not limited to the service entrance within the building, the main electrical equipment that is located within the facility including all transformers, panels, conduit, lighting and all other associated electrical gear within the facilities. The existing electrical services will be monitored to verify that the existing service will be capable of supporting upgrades to the facility as the design moves forward. Verify that the existing electrical distribution is capable of supporting the new equipment that is being installed.

*Task 233.6 Instrumentation and Controls Data Collection, Evaluations and Recommendations*

The Firm's lead Instrumentation and Control engineer will perform a site visit with City staff to visually assess the existing conditions in the Main Pump Station and discuss proposed instrumentation improvements to be made in support of the proposed process changes and/or equipment replacement efforts. This task will document historical operational and/or maintenance issues and identify the recommended replacements and upgrades necessary to support and coordinate with the process changes that will be developed and recommended for the Main Pump Station.

*Task 233.7 Architectural Data Collection, Evaluations and Recommendations*

The Firm's lead architect will perform a site visit to visually assess the existing conditions in the Main Pump Station and establish the requirements for the installation of replacement windows, doors, overhead doors.

*Task 233.8 HVAC Data Collection, Evaluations and Recommendations*

The Firm's Building-Mechanical lead will perform a site visit to visually assess the existing conditions in the Main Pump Station and establish the requirements for the replacement of ductwork, roof exhaust fans, and any other HVAC equipment identified as inadequate for the future operation of this Pump Station, considering the new VFDs and equipment to be removed and installed.

*Task 233.9 Plumbing Data Collection, Evaluations and Recommendations*

The Firm's Plumbing lead will perform a site visit to visually assess the existing conditions in the Main Pump Station and establish the requirements for the replacement of plumbing systems identified as inadequate for the future operation of this Pump Station, considering the equipment to be removed and installed

*Task 233.10 BODR*

The Firm will develop a BODR which will define the technical, engineering and operational considerations used in project development, which will serve as the basis for subsequent detailed design documents. The BODR content will be in accordance with the definition in Task 200. No drawings are expected to be produced for this BODR. Improvement requirements and recommendations will be presented as sketches on record drawings to convey locations and general requirements of the work. The basis of design effort will include the following elements:

- Summarize the structural assessment, equipment inventory and information gathered from the data review and during the site visits.
- Confirmation of sizing/fit in existing space for proposed replacement elements/equipment
- Suggested non-destructive/destructive testing for further evaluation of the main pump station and discharge channel.
- Architectural design considerations for proposed improvements/rehabilitation
- Structural design considerations for proposed improvements/rehabilitation, including improvements required due to code requirements and/or deficiencies.
- Electrical and I&C design considerations for proposed improvements/rehabilitation
- Mechanical design considerations for proposed improvements/rehabilitation
- Sequence of construction and maintenance of plant operations (MOPO) recommendations
- Preliminary construction cost estimates

Following the review meeting with the City, the Firm will update the BODR based on the City's and input and will furnish one electronic (PDF) copy of the final BODR.

#### Task 233 Deliverables:

- Hydraulic model and evaluation results for spike line from Main Pump Station to Junction Chamber No. 5 (Model files, Electronic PDF Submittal).
- Hydraulic model and evaluation results for Main Pump Station (Model files, Electronic PDF Submittal).
- Draft BODR (Electronic PDF Submittal)
- Final BODR (Electronic PDF Submittal). This report will include the hydraulic model results as an appendix.

#### **Task 240 Team 4 Improvements**

The improvements covered by Team 4 consist of the solids treatment train process. These efforts are inclusive of the anaerobic digestion system, which includes all sludge pumping, mixing, tank improvements and heating system. Efforts also include the biogas collection system from the anaerobically digested sludge which is inclusive of the biogas production, collection and biogas treatment. This task also includes the combine heat power (CHP) system, which is inclusive of generator equipment, generator power interconnections, and heat production for sludge supplemental heating. Work by the Team will include modifications and erection of new structures to accommodate the improvements. Specific scope items for each of these areas follow.

#### **Task 241 Biogas Use and Digestion System Improvements BODR**

The BODR for the Biogas Use Improvements will investigate the options for renewing the CHP system. This will include removing the existing Waukesha engines and heat recovery equipment and installing new engines and heat recovery equipment in the existing building. A new building and reusing one of the existing buildings (where the CHP Engines are currently located) for the new CHP system engines will be a consideration. Ancillary equipment associated with the existing engine system, including gas treatment and conditioning system, heat recovery loop (pumps, heat exchangers, piping), digester gas trains, electrical generators, generator paralleling switchgear and instrumentation and controls will all require replacement.

For the purposes of this evaluation, (3) 1000kW engines are assumed. Digester gas and natural gas will be utilized, and heat recovery will be from engine jacket water and exhaust heat.

The biogas production and digester heating demand evaluations will be based on recent historical data from gas meters. Biogas production will be based on the digester loadings and volatile solids destruction. The seasonal digester heating demands will be calculated based on the projected digester flows, capacity, design and ambient conditions and recommendations of the evaluation of digester and control building options. These evaluations will be performed over a 20-year planning period to account for future plant flows and loadings growth. The results of these evaluations will be summarized in the BODR and will be used as the basis of the CHP system sizing and configuration evaluations.

The BODR will also evaluate options for the rehabilitation of the existing digesters and control buildings. The options will focus on improving reliability and efficiency while maintaining operations and safety and minimizing construction costs. Two overall options will be considered:

- Option 1 will rehabilitate Digesters No.1-7 and convert digester No.1 and No.2 to an acid phase digestion.
- Option 2 will rehabilitation Digesters No.5-7 and build two new digesters No.8 and 9 with the goal of providing enough treatment capacity to remove digesters No.1 – 4.

A cost / benefit analysis with consideration to construction logistics and maintenance of plant operations will be provided for both options.

#### *Task 241.1 CHP System Sizing and Configuration Evaluations*

This task will evaluate the following items to identify the optimal CHP system size and configuration:

- CHP system engine size and quantity
- Cost benefit analysis of natural gas blending systems
- CHP system heat recovery configuration and capacity (i.e. exhaust heat recovery and/or engine heat recovery).
- Digester heating boiler (boilers/heating system needs to be able to operate on both biogas and natural gas as well heat recovery from engines)

The Firm will provide preliminary CHP system layout sketches, heat balance heat recovery diagrams, CHP system size, ratings and capacities and cost estimates will be developed under this task.

This task will use the master plan calculation for potential revenue generated by the CHP system. The revenue projections account for the offset of purchased power, O&M costs and parasitic loads. The revenue projections were performed over a 20-year planning period to account for escalations in purchased energy as well as the project plant growth.

#### *Task 241.2 Biogas Pre-Treatment*

The new CHP system will be furnished with biogas pre-treatment systems to minimize fuel supply contaminants that have the potential to reduce the engine life span and reliability. Systems to remove hydrogen sulfides (H<sub>2</sub>S), moisture, particulate matter and siloxanes are anticipated. A cost benefit analysis for multiple pre-treatment technologies will be performed. Preliminary biogas pre-treatment system layout sketches, ore-treatment system size, ratings and capacities and cost estimates will be developed under this task.

#### *Task 241.3 Site Assessment and Site Visits*

The plant site will be evaluated to identify the optimal CHP system location. Consideration will be given to the proximity to the digester heating water loops and the biogas supply. The existing CHP engine buildings will be evaluated as an alternative for the new CHP engines. Noise abatement will be evaluated to determine the appropriate sound attenuation measures that should be included. Preliminary site drawings showing the locations of all CHP system components will be developed under this task. Preliminary site drawings will include preliminary site and/or building modifications required to facilitate the CHP system installation.

The Firm anticipates 6 team members to attend one 8-hour day site visits to validate as-built information and verify coordination efforts of proposed improvements.

*Task 241.4 Electrical Interconnections*

New generator paralleling switchgear will be provided to control and manage the new CHP engine/generators. The switchgear design and protective relaying scheme will be coordinated with the electric utility to comply with the electric utility interconnection requirements for parallel operations. Preliminary electrical equipment layout sketches, single line diagrams and cost estimates will be developed under this task. The single line diagrams will show the protective relays needed to comply with the electric utility's interconnection requirements for parallel operations.

*Task 241.5 Maintenance of Plant Operations during Construction*

CHP system implementation strategies will be evaluated to identify any required plant downtime needed to install the CHP mechanical and electrical equipment. This task will also evaluate alternatives to minimize plant down time and any risks to plant operations and reliability. A description of the strategies to maintain plant operations during construction will be developed under this task.

*Task 241.6 Biogas Utilization Workshop*

The Firm will coordinate with the City to plan and conduct a workshop to discuss the results from tasks 241.1 thru 241.5. It is anticipated that the Firm will have up to 5 team members attend the meeting. The Firm will prepare a meeting summary which contains discussion items, key decisions, and action items. Meeting minutes will be distributed to the project team by the Firm for review, the finalized and saved in the project records.

*Task 241.7 Digestion System Improvements Option Evaluation*

This task is to evaluate two options for the rehabilitation of the existing digesters. Each option will be evaluated for: life cycle operating costs, capital costs, ease of operation, maintenance and future flexibility.

### Option 1 Strategy

- Rehabilitate existing Digesters No.1 – 7,
- Rehabilitate Digestion Process Buildings A, B and C
- Construct a new heating building with centralized heating systems (hot water boilers, primary hot water loops; heat exchangers to remain in Process Buildings)
- Provide ability for either of Digesters No.1 & 2 to operate as an acid-phase reactor, with other digesters operating as gas-phase reactors in phased acid-gas mesophilic digestion
- Maintain ability to operate all digesters in conventional (non-phased) mesophilic digestion
- New heat exchangers sized specifically for increased flows to Digester No. 1&2 during acid-gas phased operation, and with flexibility for either acid-gas phased operation or conventional (non-phased) mesophilic operation

### Option 2 Strategy

- Rehabilitate Digesters No.5 – 7
- Rehabilitate Digester Process Buildings B and C
- Construct a new heating building with centralized heating system (hot water boilers, primary hot water loops; heat exchangers to remain in Process Buildings)
- Construct new digesters No.8 and 9
- Provide ability for Digesters 5 to operate as an acid-phase reactor, with other digesters operating as gas-phase reactors in phased acid-gas mesophilic digestion
- Maintain ability to operate all digesters in conventional (non-phased) mesophilic digestion
- New heat exchanger sized specifically for increase flows to digester No.5, during acid-gas phased operation, and with flexibility for either acid-gas phased operation or conventional (non-phased) mesophilic operation

#### *Task 241.8 Digestion System Improvements Option Workshop*

The Firm will coordinate with the City to conduct a workshop to discuss the two options developed in section 241.7. It is anticipated that the Firm will have up to 6 team members attend the workshop. The Firm shall develop a presentation with the information on both strategies summarizing the work for the City.

The Firm will prepare a meeting summary which contains discussion items, key decisions, and action items. Meeting minutes will be distributed to the project team by the Firm for review, the finalized and saved in the project records.

#### *Task 241.9 Digestion Facility Sizing and Predicted Performance*

The Firm will complete process calculations to establish sizing and the predicted performance of the selected digestion improvements option, including heating systems, mixing systems, gas storage and handling systems and sludge pumping systems.

#### *Task 241.10 BODR*

The BODR will summarize the facility repairs for the selected option and define a sequence of construction schedule to complete the rehabilitation while maintaining plant operations. Below is a list of anticipated improvements. Building and concrete repairs will also be evaluated.

- New packaged engine/generator with gas blending sizing and layouts.
- Gas pre- treatment skid (Includes H<sub>2</sub>S, Moisture, and Siloxane treatment) sizing and layouts
- Generator control switchgear single line diagram and layout.
- Preliminary emissions data
- Digester seasonal heat demands and biogas production
- Heat recovery system process diagram
- Existing electrical distribution modifications
- Revenue projections
- Existing piping modifications
- Site work/modifications
- Building rehabilitation/modifications
- Preliminary process diagram
- Preliminary instrumentation and controls
- Rehabilitation/demolition of existing infrastructure
- Sequence of construction and maintenance of plant operations (MOPO) recommendations
- Digestion System Improvements Option Workshop City Option Selection
- Digestion Tank Recoating – All tanks
- Basis of design for digester heating systems, including hot water boilers, sludge heat exchangers, primary and secondary hot water systems, and integration with heating supplied from Combined Heat and Power System.
- Basis of design for new gas holding covers with associated gas safety equipment and appurtenances – Tanks No. 1, 2, 4, 5, 6, and 7
- Basis of design for new digester mixing system – All tanks
- Basis of design for new digester pumps and piping – All buildings
- New electrical components for Buildings A, B and C, power supply and preliminary one-line diagram
- New instrumentation and control systems to be provided
- Permitting requirements
- Preliminary construction cost estimates
- Recommendations/requirements for replacement of gas flares

#### Task 241 Deliverables

- Draft BODR (Electronic PDF Submittal)
- Final BODR (Electronic PDF Submittal)

#### **Task 242 Sludge Drying Bed Rehabilitation TM**

The TM will evaluate the required quantity of sludge drying beds required for future biosolids processing. The TM will consider the extent of sludge drying bed improvements needed and the



anticipated volume of biosolids that will be applied to them each year. Relocation of the existing grit beds to this location with a separate entrance will be evaluated.

#### *Task 242.1 Data Review*

The Firm shall review the existing operating data and logs to determine the current, and future use of the existing sludge drying beds. Efforts will include miscellaneous improvements which will be needed to prolong the service life of these facilities.

#### *Task 242.2 Site Assessment and Evaluation*

The Firm shall visit the site to document current conditions of the drying beds and determine best course of action to upgrade and maintain the facility to run efficiently and effectively based on the anticipated future uses of the beds and the anticipated new dewatering facility. The firm will identify and obtain additional information or data needed to perform the TM efforts.

The Firm anticipates 4 team members to attend one 8-hour day site visit to validate as-built information and verify coordination efforts of proposed improvements.

#### *Task 242.3 TM*

The Firm will develop a draft TM for City review, attend a TM review meeting and finalize the TM per the scope descriptions under Task 242. The TM will include the following elements:

- Summarize the site assessment, equipment inventory, and other information gathered from the data review and site visit from task 242.1 and 242.2.
- Document current operating procedures to meet current drying demands and limitations.
- Provide recommendations of improvements for future loading demand and potential emergency needs.
- Provide recommendations for demolition of any existing drying beds determined not needed.
- Sequence of construction and maintenance of plant operations (MOPO) recommendations
- Preliminary construction cost estimates

#### Task 242 Deliverables

- Draft TM (Electronic PDF Submittal)
- Final TM (Electronic PDF Submittal)

### **Task 400 Guaranteed Maximum Price Development**

The Firm will provide preconstruction services for the design documents received. Prior to 90% design deliverables these services will include cost estimates, preliminary construction schedules, constructability review. At the 90% deliverables the Firm will develop a GMP and coordinate EBO program compliance.

### **Task 420 Team 2 Improvements**

For the Stand-by Power System Improvements, the Firm will perform preconstruction services and develop a GMP. Upon receiving 60% Design Documents from the City, the Firm will perform the following services:

- Review the documents for constructability
- Assess opportunities for value engineering
- Identify the major purchases and long lead items
- Prepare a preliminary cost estimate

Once the City provides 90% Design Documents, the Firm will develop and submit a GMP proposal. During the development of the GMP, the Firm will perform the following services:

- Identify bid packages that will be used to solicit proposals
- Produce a list of bidders per bid package for review with the City
- Provide SLBE and WMBE recommendations and work with the City to establish goals
- Solicit bid proposals and generate a formal GMP proposal
- Generate a draft construction schedule
- Prepare final documents for board approval upon the City's acceptance of the GMP

The Firm, with assistance by the City, will prepare a project task worksheet (PTW) for each GMP and will meet with the Minority and Small Business Development Office to establish minority and small business subcontracting goals.

### **Task 440 Team 4 Improvements**

For the Dewatering Facility Replacement, the Firm will perform preconstruction services and develop a GMP. Upon receiving 60% Design Documents from the City, the Firm will perform the following services:

- Review the documents for constructability
- Assess opportunities for value engineering
- Identify the major purchases and long lead items
- Prepare a preliminary cost estimate

Once the City provides 90% Design Documents, the Firm will develop and submit a GMP proposal. During the development of the GMP, the Firm will perform the following services:

- Identify bid packages that will be used to solicit proposals
- Produce a list of bidders per bid package for review with the City
- Provide SLBE and WMBE recommendations and work with the City to establish goals

- Solicit bid proposals and generate a formal GMP proposal
- Generate a draft construction schedule
- Prepare final documents for board approval upon the City's acceptance of the GMP

The Firm, with assistance by the City, will prepare a project task worksheet (PTW) for each GMP and will meet with the Minority and Small Business Development Office to establish minority and small business subcontracting goals.

### **Task 500 Owner's Allowance**

At the request of the City, the Firm shall perform additional services, not listed in the above scope. Allowance items will include materials and services for investigatory work and GMP development. Additional Engineering Service may include, but not be limited to the following items:

- Command Complex Phase I – Allowance for initial mobilization and setup of onsite construction offices, including temporary facilities, rental, utilities, furniture, office supplies, and other costs.
- Permitting and fees – Allowance for any permit costs encountered during the initial design services.
- Progress meetings – Allowance for progress meetings between the Firm and Owner to review project status and deliverables. To utilize for hours spend preparing for and participating in such meetings.
- Workforce Development – Allowance for efforts to hold workshops with the City and development plans for implementing Workforce Development program.
- Survey, SUE services, and site investigations – Allowance for site investigations such as survey, utility locations, exploratory excavations, electrical panel review, or instrumentation and control review.
- Concrete testing beyond visual inspection – Allowance for performing testing on structural concrete to identify additional repairs efforts that may be required.
- Pipe thickness measurement – Allowance for testing the thickness of existing pipe to estimate life expectancy.
- Lead and asbestos reporting – Allowance for initial lead and asbestos testing of existing facilities to determine demolition efforts.
- Design allowance – Allowance for additional design efforts not currently part of this scope.

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

## Assumptions

1. All work under this scope will be completed in 8 months from the Notice to Proceed. This also does not include any construction activities or procurement of equipment.
2. Equipment condition will not be assessed as part of this effort.
3. It is assumed that any structural modifications will not exceed a Level 2 Alteration in accordance with the Florida Building Code, with increase in gravity load limited to less than 5% and reduction in lateral force resisting system of less than 10%.
4. City will provide existing drawings, as-built drawings, survey documents, underground utility investigations, and geotechnical investigations of the existing facilities. City will provide existing background information to the Firm in electronic, native-file or \*.PDF format.
5. The software utilized for this project will include the following.
  - Document Management
    - Drawings – Autodesk BIM360
    - All other files – SharePoint
  - Computer Aided Drafting
    - Structures – Autodesk Revit 2018 for all disciplines
    - Site Improvements and yard piping – Autodesk Civil 3D 2018
    - Non-3D drawings – Autodesk AutoCAD 2018
    - P&IDs – Autodesk Plant Smart P&IDs
  - Process Modeling – HazenPro
  - Document Reviews – Bluebeam Revu 2017
  - Other Files (Specifications, BODRs, Calculations, Email, etc.) – Microsoft Office 365
  - Conference Calls and Video Communication – Microsoft Teams

### Schedule of Deliverables

Task & Location	Description	Deliverable	Submission Deadline
<b>Technical Memorandums</b>			
Task 211 Bldg. No. 2	Junction Chamber No. 1	Draft TM	95 Calendar Days from NTP
		Final TM	30 Calendar Days from City Acceptance of Draft
Task 212 Bldg. No. 5, 59	Screen & Grit Buildings 1 & 2 Improvements	Draft TM	110 Calendar Days from NTP
		Final TM	30 Calendar Days from City Acceptance of Draft
Task 213 Bldg. No. 9, 82	Primary Sedimentation Tanks (PST)	Draft TM	90 Calendar Days from NTP
		Final TM	30 Calendar Days from City Acceptance of Draft
Task 221 Bldg No. 11	HPO Reactors Improvements	Draft TM	145 Calendar Days from NTP
		Final TM	30 Calendar Days from City Acceptance of Draft
Task 231 Bldg No. 14, 15, 47	Denite Filters and Filter Buildings 1 & 2	Draft TM	130 Calendar Days from NTP
		Final TM	30 Calendar Days from City Acceptance of Draft
Task 242 Bldg. No. 55	Sludge Drying Bed Rehabilitation	Draft TM	80 Calendar Days from NTP
		Final TM	30 Calendar Days from City Acceptance of Draft
<b>Basis of Design Reports</b>			
Task 222 Bldg. No. 25, 28	DAR Upgrades and Blower Replacement	Draft BODR	180 Calendar Days from NTP
		Final BODR	30 Calendar Days from City Acceptance of Draft
Task 232 Plant Wide	Effluent Water System Improvements	Draft BODR	100 Calendar Days from NTP
		Final BODR	30 Calendar Days from City Acceptance of Draft
Task 233 Bldg No. 10	Main Pump Station and Discharge Channel Rehabilitation	Draft BODR	190 Calendar Days from NTP
		Final BODR	30 Calendar Days from City Acceptance of Draft
Task 241 Bldg No. 21, 28, 29, 72, 74, 80, 81	Biogas Use and Digestion System Improvements	Draft BODR	220 Calendar Days from NTP
		Final BODR	30 Calendar Days from City Acceptance of Draft
<b>Guaranteed Max Price Proposal</b>			
Task 420	Standby-by Power Improvements	GMP Proposal	60 Calendar Days from City Acceptance of 90% Designs
Task 440	Dewatering Facility Replacement	GMP Proposal	60 Calendar Days from City Acceptance of 90% Designs



**EXHIBIT B-1**  
**Initial Services Agreement**  
**FEE SUMMARY**  
**20-C-00001**  
**HFC AWTP Master Plan Improvements, Phase I Design-Build**  
**Design and GMP Development**

For performing the services identified within Exhibit A, Firm's total compensation will not exceed \$4,464,935.00, which actual amount shall equal the not to exceed sum (by task) amount of \$3,999,935.00 plus all amounts properly charged against the owner's allowance created in Exhibit A, which owner's allowance shall not exceed \$465,000.00. Invoices will be submitted monthly based on progress with the tasks described in the Scope of Services and summarized below.

Task 100	Design Build Program Management	\$	723,693
Task 200	Preliminary Design	\$	3,071,490
Task 300	Final Design*	\$	-
Task 400	Guaranteed Maximum Price Development & Preconstruction Services	\$	204,752
Task 500	Owner's Allowance	\$	465,000

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<b>TOTAL NOT TO EXCEED PRICING</b>			<b>\$ 4,464,935</b>
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\*Final design efforts to be added by ammendment



**RELIABLE**  
TAMPA PARTNERS  
THE HOMETOWN TEAM

City of Tampa  
20-C-00001 HFC AWTP Master Plan Improvements, Phase I Design-Build  
Exhibit B Compensation - Initial Services Agreement

Task Number	Task (Hourly Rates)	Project Management						Estimating				Field			Totals			Total RTP, MTRL & SUB
		PIC	Regional Mgr	Sr. PM	PM	Proj. Coord.	Safety Manager	Chief Estimator	Sr. Estimator	Estimator	General Super	Sr. Super	Labor Hours	RTP Hourly Subtotal	Hazen & Sawyer	RTP Fee	Allowance	
110	Project Management	\$265	\$167	\$157	\$130	\$72	\$131	\$106	\$64	\$160	\$155							
120	Program Oversight																	
	Bonds & Insurance (2.5%)																	
	<b>Subtotal - Task 100</b>	<b>60</b>	<b>120</b>	<b>840</b>	<b>440</b>	<b>280</b>	<b>80</b>	<b>0</b>	<b>0</b>	<b>200</b>	<b>200</b>	<b>2,420</b>	<b>\$ 342,500</b>	<b>\$ 266,406</b>	<b>\$ 121,887</b>	<b>\$ -</b>	<b>\$ 733,883</b>	
202	Historical Data Review																	
203	Whole Plant Process Model Updates																	
204	Waste Water Process Team Site Visit and Process Approach Coordinator																	
205	Whole Plant Hydraulic Model Updates																	
210	<b>Team 1 Improvements</b>																	
211	Building 2 - Junction Chamber Number 1 Improvements TM																	
212	Building 5, 59 - Screen and Grit Buildings 1 and 2 Improvements TM																	
213	Building 9, 82 - Primary Sedimentation Tank (PST) TM																	
220	<b>Team 2 Improvements</b>																	
221	Building 11 - HFO Reactor Improvements TM																	
222	Building 25, 58 - DAR Upgrades and Blower Replacement BODR																	
230	<b>Team 3 Improvements</b>																	
231	Building 14, 15, 47 - Denite Filters and Filter Buildings No. 1 and 2 TM																	
232	Plant Wide - Effluent Water System Improvements BODR																	
233	Building 10 - Main Pump Station and Discharge Channel Rehabilitation BODR																	
240	<b>Team 4 Improvements</b>																	
241	Building 21, 28, 29, 72, 74, 80, 81 - Biogas and Digestion System Improv. BODR																	
242	Building 55 - Sludge Drying Bed Rehabilitation TM																	
	<b>Subtotal - Task 200</b>	<b>96</b>	<b>192</b>	<b>1,080</b>	<b>800</b>	<b>280</b>	<b>0</b>	<b>56</b>	<b>112</b>	<b>760</b>	<b>0</b>	<b>3,376</b>	<b>\$ 424,496</b>	<b>\$ 2,611,422</b>	<b>\$ 129,572</b>	<b>\$ -</b>	<b>\$ 3,071,490</b>	
420	<b>Team 2 Improvements</b>																	
440	<b>Team 4 Improvements</b>																	
	<b>Subtotal - Task 400</b>	<b>12</b>	<b>12</b>	<b>120</b>	<b>120</b>	<b>740</b>	<b>16</b>	<b>32</b>	<b>360</b>	<b>40</b>	<b>40</b>	<b>740</b>	<b>\$ 86,012</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 86,012</b>	
	<b>Command Complex Phase 1</b>																	
	Permitting and Fees																	
	Progress Meetings																	
	Workforce Development																	
	Survey, SUE Services, and Site Investigation																	
	Concrete Testing - Beyond Visual Inspection																	
	Pipe Thickness Measurement																	
	Lead and Asbestos Reporting																	
	Design Allowance																	
	<b>Subtotal - Task 500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 465,000</b>	
	<b>Design and GMP Development Phase Services Total</b>	<b>180</b>	<b>312</b>	<b>2,200</b>	<b>1,920</b>	<b>560</b>	<b>80</b>	<b>184</b>	<b>1,560</b>	<b>320</b>	<b>320</b>	<b>7,532</b>	<b>\$ 981,748</b>	<b>\$ 2,771,828</b>	<b>\$ 247,439</b>	<b>\$ -</b>	<b>\$ 4,464,935</b>	

## CITY OF TAMPA INSURANCE REQUIREMENTS

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

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

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

### MINIMUM SCOPE AND LIMIT OF INSURANCE <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. If a general aggregate limit applies; it shall apply separately to the project/location (ISO CG 2S 03 or 2S 04 or equivalent). **(ALWAYS APPLICABLE)**

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

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

D. Excess (Umbrella) Liability Insurance for Agreements valued at \$2M or more. Firm will provide an increasing amount of liability coverage as the amount of work increases. A \$50M excess liability tower will be provided for the first three years. Limits will be reviewed at the renewal for appropriateness, with an eventual maximum limit of \$100M in excess coverage. May also compensate for a deficiency in CGL, AL, or WC. **(ALWAYS APPLICABLE)**

E. Builder's Risk Insurance for property loss exposure associated with construction/renovation/additions to buildings or structures, including materials or fixtures to be incorporated. Must be "All Risk" form with limits of no less than the project's value under construction and not accepted by the City, have no coinsurance penalties, eliminate the "occupancy clause", cover Firm (together with its contractors, subcontractors of every tier, and suppliers), and name City as a Loss Payee. Firm to provide an increasing limit of coverage to coincide with the issuance of GMP's. Wind/named storm and flood sub-limits not to exceed \$50M. **(IF APPLICABLE)**

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

G. Architects & Engineers Liability/ Professional Liability (E&O)/ Contractors Professional Liability (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 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, after school program, recreational activities, etc. limits per G above. (IF APPLICABLE)

#### ADDITIONAL REQUIREMENTS

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

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

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

Contract Administration Department, 306 E Jackson St, Tampa, FL 33602     Purchasing Department, 306 E Jackson Street, Tampa, FL 33602

Other: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

WAIVER/RELEASE AGREEMENT – Where Firm has a defined group of persons who might be exposed to harm (e.g. participants in an athletic

event/program, volunteers) any waiver or release agreement used by Firm whereby such persons (and their parent/guardian as applicable) discharge Firm from claims and liabilities, shall include the City, its elected officials, departments, officers, officials, employees, and volunteers to the same extent as Firm.

## Exhibit D

### Tampa's Equal Business Opportunity Program Procedures for GMP Contracts

- The City of Tampa's Equal Business Opportunity Program (EBO) requires setting a construction subcontract goal on each GMP under the CM /or D-Build delivery system.
- Prior to the time construction subcontract goals are set, the Construction Manager (CM) or the Design-Builder (D-B) provides information on subcontract packages planned for the construction phase(s) and their sequencing.  
**(Ref: use Detailed GMP Estimate and MBD Form-80 PTW)**
- The CM (or D-B) participates in a meeting wherein the City will establish narrowly-tailored project goals for SLBE and/or W/MBE subcontractor participation on the project.  
**(Ref: use MBD Form-70)**
- For each subcontracting package to be bid, the CM (or D-B) confirms with the MBD Office, the City's minimum contact list of available SLBE and/or W/MBE firms to be solicited. Note: strategic, extensive outreach is the CM/DB's responsibility (i.e. GFCEP)  
**(Ref: use Minimum Contact List provided w/final Project EBO Determination Goal)**
- The CM (or D-B) documents the notification of **all** potential subcontractors, including the SLBE or W/MBE firms identified above, i.e. minimum contact list of certified firms.  
**(Ref: use DMI 10-20 for construction phase Solicitation/Utilization outcomes)**
- The CM (or D-B) receives, opens, and tabulates subcontract bid results. The City, including representatives of the managing department and the MBD Office, may be present for the bid openings or to review the bids submitted.  
**(Ref: use MBD Form-50 GFCEP outreach w/documentation)**
- The CM (or D-B) provides to the City, a tabulation of all bids received and its determination of the lowest responsive/responsible bidder. If bids received exceed contracted Guaranteed Maximum Price, CM (or D-B) advises City as to how they will proceed. If re-bidding is selected, notification at least equal to the original solicitation will occur. **(Ref: Reaffirm EBO Outreach)**
- As all subcontracts are executed, final copies are provided to the City. Where participation is achieved via sub-subcontractors and/or suppliers, the CM (or D-B) provides the City and MBD with copy of executed agreement or purchase order as documentation. **(Ref: use MBD Form-40 LOIs execute "Letters-of-Intent")**
- During construction, monitoring activities may including but may not be limited to, subcontractor payment reports to be submitted with pay requests, prior approval by the MBD Office and the managing departments, of any replacement of SLBE or W/MBE subcontractors, and a report of final amounts paid to all subcontractors.  
**(Ref: use #1-DMI 30 Form w/Pay Applications; #2-Prime & Subs must log into Diversity Mgt. Compliance System to report payment activity)**

**TAB 7 PLANNED WMBE/SLBE SOLICITATION AND UTILIZATION**

**FORM MBD-10**



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

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 Federal ID: 59-2392802; 44-0658613 Phone: 407.321.8410 Fax: 407.330.1092 Email: phewitt@whartonsmith.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

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S 30-0967293	Allegedly Design 5128b N Florida Ave, Tampa, FL 33603 813.938.0112, patrick@allegedlydesign.com	CM	906	P	N
S 20-3212557	Applied Sciences Consulting, Inc. 1000 N. Ashley Drive, Suite 500, Tampa, FL 33602 813.228.0900, 813.454.2454, daraj@appliedff.com	CM	925	P	Y
W 46-2981858	Arconial Architecture, LLC 3902 Henderson Blvd, Suite 208 #267, Tampa, FL 33629 813.291.2916, 813.283.0056, info@arconialarchitecture.com	BF	906	P	N
W 59-3359574	Ariel Business Group, Inc. (The) 3706 W. McKay Avenue, Suite B, Tampa, FL 33609 813.207.0003, 813.286.7037, contactus@arielbusinessgroup.com	BM	912	P	N
W 04-3653057	Aspire Engineering Inc. 1023 Professional Park Drive, Brandon, FL 33511 813.571.2850, 813.571.1753, aspireeng@yahoo.com	AM	925	P	N
W 59-2981471	Award Engineering, Inc. 7804 N. Florida Ave., Tampa, FL 33604 813.238.4393, 813.237.3909, awardengineering@yahoo.com	AF	925	P	N
W 59-3425954	Benro Enterprises, Inc 5025 W. Rio Vista Ave., Tampa, FL 33634 813.628.5584, cienna@rochacontrols.com	HM	914	P	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: *Patrick J. Hewitt* Name/Title Patrick J. Hewitt, Executive V.P. Date: 11/11/2019

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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)  
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S	Broadway Engineering PA 1335 W. Cass St., Tampa, FL 33606 813.938.0112, patrick@allegedlydesign.com	CF	925	P	N
59-2892568					
S	Campo Engineering, Inc. 1725 E 5th Avenue, Tampa, FL 33605 813.215.7372, 813.902.8782, lauren@campoengineering.com	CF	925	P	N
20-3666833					
W	ChappellRoberts, Inc. 1600 E. 8th Ave. Suite A-133, Tampa, FL 33605 813.281.0088, 813.281.0271, kberry@chappellroberts.com	CF	912	P	N
59-2294034					
S	Consulting Engineering Associates, Inc. 8365 Gunn Highway, Tampa, FL 33626 813.448.0225, kfarb@cea-engineers.com	CM	925	P	N
59-3555152					
W	Curtoom Companies Inc 1228 East 7th Avenue, Suite 200, Tampa, FL 33605 855.862.5362, 888.431.0028, support@curtoom.com	BM	925	P	N
59-3693467					
S	Dialogue Public Relations, LLC 1850 Castle Woods Dr., Clearwater, FL 33759 727.580.9013, mrobinson@dialogue-pr.com	CF	912	P	N
20-4556628					
W	Francisco Semsch Architect, Inc. 6912 W, Linebaugh Ave., Ste. 102, Tampa, FL 33625 813.749.8610, 813.749.8614, fsemsch@fsaarchitect.com	HM	906	P	N
20-3531553					

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

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W 59-3160934	H.T. MAI, INC. 14031 N. Dale Mabry Highway, Tampa, FL 33618 813.962.6230, 813.962.6420, tkmai@aol.com	AM	925	P	N
S 59-3097810	Hahn Engineering Inc. 3060 S Dale Mabry Hwy., Tampa, FL 33629 813.831.8599, 813.835.7046, mjhahn@hahneng.com	CM	925	P	N
W 59-3099636	Howard & Associates, Architects, P.A. 3300 Henderson Blvd. Ste 206b, Tampa, FL 33609 813.872.8881, harry.howard@haa-architects.com	BM	906	P	N
W 03-0476653	Hyatt Survey Services Inc 2012 Lena Rd., Bradenton, FL 34211 941.748.4693, 941.744.1643, pam@hyatt-survey.com	CF	925	P	Y
W 59-3576100	ICON Consultant Group Inc 10006 N. Dale Mabry Highway #201, Tampa 33618 813.962.8689, mmills@iconconsultantgroup.com	AM	925	P	N
W 27-1558886	Jerel McCants Architecture, Inc. 1726 East 7th Avenue, Suite 11, Tampa, FL 33605 813.812.9120, jerel@jmccants.com	BM	906	P	N
W 59-3750544	JML Advertising, Inc. 550 Birdsong Court, Longwood, FL 32779 407.353.6782, 407-788-2136	CF	914	P	N

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W 20-2501623	Keystone Civil, Inc 2635 Windguard Circle, Suite 102, Wesley Chapel, FL 33544 813.600.5857, 813.434.2286, joy.christiano@keystoncivil.com	CF	925	P	N
S 20-2572223	KPI Engineering, Inc. 3203 Queen Palm Dr. Tampa, FL 33619 813.241.6488, 813.241.6498, diane.trout@kenyonandpartners.com	CM	925	P	N
S 72-1606013	Land & Water Engineering Science, Inc. 8950 Dr. MLK Jr. St. N., Suite 205, St. Petersburg, FL 33702 727.202.8958, 727.202.8959, dikran@lwes.net	CM	925	P	N
S 45-4022937	MacSurvey, Inc. 22091 US Highway 19 North, Clearwater, FL 33765 727.725.3269, info@macsurvey.com	CM	925	P	N
W 59-3156722	Madrid Engineering Group Inc 2030 State Road 60 East, Bartow, FL 33830 863.533.9007, 863.533.8997, marketing@madridengineering.com	HM	925	P	N
W 59-2899240	Northwest Surveying, Inc. 8409 Sunstate Street, Tampa, FL 33634 813.889.9236, 813.886.3315, jsilva@nsitampa.com	HM	925	P	N
S None	O'Hara Communications 310 W. Crest Avenue, Tampa, FL 33603 813.428.3182, oharacomm@gmail.com	CF	912	P	N

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W 59-2314222	OHC Environmental Engineering, Inc. 310 W. Crest Avenue, Tampa, FL 33609 813.626.8156, 813.435.2389, jrzk@ohcnet.com	BM	925	P	Y
W 02-0572109	Omni Communications LLC 8509 Benjamin Rd, Suite E, Tampa, FL 33634 813.852.1888, 866.485.3356, jstafford@omni-communications.com	CF	925	P	Y
S 59-3113831	Rowe Architects, Incorporated 100 East Madison Street Suite 200, Tampa, FL 33602 813.221.8771, 813.221.9154, r.rowe@rowearchitects.com	CM	906	P	N
S 46-1168748	Sally Dee, LLC 3105 W Granada St, Tampa, FL 33629 813.789.7122, sdee@playbookpublicrelations.com	CF	912	P	N
W 22-3016182	Stokes Creative Group, Inc. 1800 Pembroke Drive, Suite 300, Orlando, FL 32810 407.667.3419, diane@stokescg.com	CF	912	P	N
S 59-2733609	Suncoast Land Surveying, Inc. 111 Forest Lakes Blvd. S., Oldsmar, FL 34677 813.854.1342, 813.354.3435, mariesls@tampabay.rr.com	CF	925	P	N
S 33-1142500	Valerin Group, Inc. (The) 3903 Northdale Boulevard, Suite 100E, Tampa, FL 33624 813.751.0478, 813.925.4205, valeriec@valerin-group.com	CF	912	P	N

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W 14-1993874	Vistra Communications LLC 18315 N US Hwy 41, Lutz, FL 33549 813.961.4700, 813.961.4702, brian@consultvistra.com	BM	912	P	Y
W 20-4452969	VoltAir Consulting Engineers, INC 220 West 7th Avenue, Suite 210, Tampa, FL 33602 813.867.4899, 813.867.4566, jdavis@voltairinc.com	BM	925	P	Y
W 20-1109830	Watermark Engineering Group, Inc. 3868 Sun City Cnty, Sun City Center, FL 33573 813.641.1200, mflint@watermarkengineers.com	HM	925	P	N
S 65-1177841	Wilder Architecture, Inc. 1315 E. 7th Avenue, Suite 106, Tampa, FL 33605 813.242.6677, 813.242.6683, jt@wilderarchitecture.com	CM	906	P	Y
W 42-1698832	5M CIVIL LLC 12506 Bronco Drive, Tampa, FL 33626 813.728.3050, sylvia.merly@5mcivil.com	HM	925	p	N
S 59-3695629	Advantage Engineering, Inc. 3914 Flatiron Loop #102, Wesley Chapel, FL 33544 813.975.9638, 813.994.5265, aeiba@verizon.net	CM	925	p	N
S 59-2802602	Aerial Innovations, Inc. 3703 W. Azeele Street, Tampa, FL 33609 813.254.7339, 813.254.7239, admin@aerialinnovations.com	CF	914	p	N

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W 47-4659688	Alfonso Communications, Inc. 3959 Van Dyke Road, Suite 65, Lutz, FL 33558 813.957.3208, 813.957.3208, darren@alfonsocommunications.com	HM	914	P	N
W 59-2639733	Ambient Technologies, Inc. 4610 Central Avenue, St. Petersburg, FL 33711 727.328.0268, 727.328.2477, carlos@ambienttech.com	HM	925	P	Y
S 59-3080248	Anston-Greenlees, Inc. 1315 W Fletcher Ave., Tampa, FL 33612 813.963.1919, 813.963.2815, anston@agi-engineers.com	CM	925	P	N
S 47-1525844	Anticus Engineering LLC 11940 Lark Song Loop, Riverview, FL 3579 813.642.3965, 813.642.3965, jberg@anticuseng.com	CF	925	P	N
W 47-1525844	Arehna Engineering, Inc. 5012 W. Lemon Street, Tampa, FL 33609 813.944.3464, 813.944.4959, jmcrory@arehna.com	CF	925	P	Y
W 59-3362663	BUN Construction Co., Inc. 4135 E. Hillsborough Avenue, Tampa, FL 33610 813.931.8270, 813.931.9185, bunconstruction@tampabay.rr.com	BM	914	P	N
W 81-4903226	ECHO UES, INC. 16514 North Dale Mabry Highway, Tampa, FL 33618 888.778.3246, 888.778.3246, info@echoues.com	HM	925	P	N

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Contract No.: 20-C-00001 Contract Name: HFC AWTP Master Plan Improvements Phase 1 Design Build  
 Company Name: Reliable Tampa Partners, a Wharton-Smith and Garney Joint Venture Address: 4912 W La Salle St., Tampa, FL 33607  
 Federal ID: 59-2392802; 44-0658613 Phone: 407.321.8410 Fax: 407.330.1092 Email: phewitt@whartonsmith.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 65-0373535	Florida Contractors Video Service, Inc 4412 Hollway Meadow Lane, Plant City, FL 33567 813.737.1774, 813.737.6151, fcvsinc@aol.com	CF	914	P	N
W 59-3185746	Geotech Consultants International, Inc. 2290 North Ronald Reagan Blvd., Suite 100 Longwood, FL 407.331.6332, 407.331.9066, oamaning@gciintl.com	BM	925	P	N
W 59-3111216	J. J. Sosa & Associates, Inc. 10905 Bridle Place, Tampa, FL 33626 813.846.3676, 813.814.0116, jjsosa@jjsosa.com	HM	925	P	N
S 59-3031174	Johnson's Excavation & Services, Inc. 1706 East Trapnell Road, Plant City, FL 33566 813.752.7097, 813.719.9052, sales@jescontracting.com	CM	914	P	N
W 27-2468473	Kerrick Williams Photography, LLC 811 Hickory Glen Drive, Seffner, FL 33584 813.571.3768, 866.571.7149, kerrick@kerrickwilliams.com	BM	914	P	Y
W 59-1677145	Kisinger Campo & Assoc., Corp./KCCS, Inc 201 N Franklin St., Suite 400, Tampa, FL 33602 813.871.5331, 813.871.5135, operations@kisingercampo.com	HM	925	P	N
W 59-3556752	LP Video Productions, Inc. 181 Elsa Street, Orlando, FL 32806 407.896.9727, 866.702.5438, laurie@lp-video.com	CF	914	P	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: *Patrick J. Hewitt* Name/Title: Patrick J. Hewitt, Executive V.P. Date: 11/11/2019

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive  
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**TAB 7 PLANNED WMBE/SLBE SOLICITATION AND UTILIZATION**



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**Page 1 of 4 – DMI Solicited/Utilized Schedules  
 City of Tampa – Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers)  
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 Company Name: Reliable Tampa Partners, a Wharton-Smith and Garney Joint Venture Address: 4912 W La Salle St., Tampa, FL 33607  
 Federal ID: 59-2392802; 44-0658613 Phone: 407.321.8410 Fax: 407.330.1092 Email: phewitt@whartonsmith.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**

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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 None	Stephanie Ferrell, FAIA 633 N. Franklin St, #711, Tampa, FL 33602 813.319.9100, 813.677.8986, debra@ferrellredevelopment.com	CF	906	P	N
W 46-2610291	Strategist Project Support Services, LLC 100 South Ashley Drive, 6th Floor, St Petersburg, FL 33602 813.781.1417, 813.702.9127, admin@strategistsupport.com	BM	925	P	N
W 65-0868970	Electrical Design Associates, Inc. 6965 Piazza Grande Avenue, Suite 412, Orlando, FL 32835 561.819.5556, 561.819.5557, lreyes@goeda.com	HF	925	P	Y
W 59-3072248	Commercial Interiors Inc. 669 1st Avenue N., St. Petersburg, FL 33701 813.872.6100, 813.879.2905, commintinc@aol.com	CF	925	P	N
S 46-3665283	Carja Construction, Inc. 18803 Cherrybirch Cir., Lutz, FL 33558 813.304.7158, carly@puleosconcrete.com	CF	914	P	N
W 59-3119582	E/S Concrete Service, Inc. 726 E. Harbor Drive, St. Petersburg, FL 33705 727.560.0957, 727.821.5029, enorisslysr@yahoo.com	BM	914	P	N
S 59-2836073	Engineering Design Technologies Corp. 1411 North Westshore Boulevard, Suite 202, Tampa, FL 33607 813.289.8080, bhall@edt1.com	CM	925	P	N

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Signed:  Name/Title: Patrick J. Hewitt, Executive V.P. Date: 11/11/2019  
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**Page 1 of 4 – DMI Solicited/Utilized Schedules**  
**City of Tampa – Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers)**  
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Contract No.: 20-C-00001 Contract Name: HFC AWTP Master Plan Improvements Phase 1 Design Build  
 Company Name: Reliable Tampa Partners, a Wharton-Smith and Garney Joint Venture Address: 4912 W La Salle St., Tampa, FL 33607  
 Federal ID: 59-2392802-44-0658613 Phone: 407.321.8410 Fax: 407.330.1092 Email: phewitt@whartonsmith.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

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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
W 90-0033880	MC SQUARED, INC. 5808-A Breckenridge Pkwy, Tampa, FL 33610 813.623.3399, 813.623.6636, rsadler@mc2engineers.com	CF	925	P	N
W 59-3274522	Mend It Asphalt & Concrete Services, Inc. 4915 15th Avenue South, Gulfport, FL 33707 727.327.7784, 727.327.4504, mendit2015@gmail.com	HM	914	P	N
S 26-2014749	Meskel & Associates Engineering, PLLC 3110 Cherry Palm Drive, Suite 370, Tampa, FL 33619 904.519.6990, 904.519.6992, tina@meskelengineering.com	CF	925	P	N
S 59-1907168	Metzger + Willard, Inc. 8600 Hidden River Parkway, Suite 550, Tampa, FL 33637 813.977.6005, 813.977.0593, nmetzger@metzgerwillard.com	CF	925	P	N
W 82-4538175	Rich & Company Florida, LLC 14245 Alistar Manor Drive, Wimauma, FL 33598 727.351.2243, richandcoff@gmail.com	BM	914	P	N
W 59-3009648	Spectra Engineering & Research, Inc. 1060 Maitland Center Commons, Suite 340, Maitland, FL 32751 407.951.8844, 850.942.2717, spectra@spectraenr.com	BM	925	P	N
W 59-1427227	Test Lab Inc 4112 Osborne Avenue, Tampa FL 33614 813.872.7821, 813.872.1876, ccornwell@testlabinc.net	CF	925	P	N

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 Company Name: Reliable Tampa Partners, a Wharton-Smith and Garney Joint Venture Address: 4912 W La Salle St., Tampa, FL 33607  
 Federal ID: 59-2392802, 44-0658613 Phone: 407.321.8410 Fax: 407.330.1092 Email: phewitt@whartonsmith.com

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

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W 59-3154723	Tierra, Inc. 7351 Temple Terrace Highway, Tampa, FL 33637 813.989.1354, 813.989.1355, lmahiquez@tierraeng.com	HM	925	P	Y
S 26-3864129	TNT Environmental, LLC 17852 Pine Knoll Drive, Dade City, FL 33523 352.567.1822, 352.567.6374, tntenvironmental@gmail.com	CM	914	P	N
W 81-4106123	Vivid Consulting Group LLC 2902 W. Lutz Lake Fern Rd., Lutz, FL 33558 813.988.8100, 813.616.8039, mercedes@vividpros.com	HF	925	P	N
W 20-0272743	Champion Controls Inc 811 NW 57th Place, Fort Lauderdale, FL 33309 954.318.3090, 954.318.3091, chantal@championcontrols.com	BF	914	P	N
W 46-1766533	Lago Consulting & Services 4237 Henderson Blvd, Suite 201, Tampa, FL 33629 813.774.5559, 813.774.5559, maria@lago-consulting.com	HF	925	P	N
S 59-3603547	Land Assessment Services, Inc. 6408 W. Linebaugh Ave. #111, Tampa, FL 33625 813.335.5811, 813.908.3588, las@landassessmentservices.com	CM	925	P	N
S 59-3088679	Land Precision Corporation 2683 Sunset Point Road, Clearwater FL 33759 727.796.2737, 727.796.3326, vcorbitt@landprecision.com	CF	925	P	N

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: *Patrick J. Hewitt* Name/Title: Patrick J. Hewitt, Executive V.P. Date: 11/11/2019  
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Contract No.: 20-C-00001 Contract Name: HFC AWTP Master Plan Improvements Phase 1 Design Build  
 Company Name: Reliable Tampa Partners, a Wharton-Smith and Garney Joint Venture Address: 4912 W La Salle St., Tampa, FL 33607  
 Federal ID: 59-2392807, 44-0658613 Phone: 407.321.8410 Fax: 407.330.1092 Email: phewitt@whartonsmith.com

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

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

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S 59-3655470	Leftcoast Surveyors, Inc. 2363 1st Avenue North, St. Petersburg, FL 33713 727.576.2877, 727.576.6602, leftcoast@tampabay.rr.com	CM	925	P	N
S 59-3183375	Pepe & Associates Inc 4517 W. Dale Avenue, Tampa, FL 33609 813.282.1996, wendy@springboardpc.com	CF	912	P	N
S 82-3112870	Quantum Drone Solutions 552 19th St NW, Tampa, FL 33605 813.730.3352, info@quantumdronesolutions.com	CF	914	P	N
M 90-0972890	Quick Construction Solutions, LLC 4501 N. Saint Vincent St., Tampa, FL 33614 813.377.9997, 813.374.5849, quickcs@outlook.com	HM	914	P	N
S 59-3741769	Sign Solutions of Tampa Bay, Inc. 3921 W MLK Blvd., Tampa, FL 33614 813.269.5990, 813.269.5991, gneave@signsolutionstb.com	CF	914	P	N
S 59-3011930	Sign-Age of Tampa Bay, Inc. 4400 140th Ave N Suite 250, Clearwater, FL 33762 727.536.9400, 727.531.2576, llevitan@sign-age.com	CF	914	P	N
W 66-0539987	Specco Environmental, Inc. 1720 N. Goldenrod Rd., Orlando, FL 32807 321.418.8994, 321.401.5660, specco@caribe.net	HM	925	P	N

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**Page 1 of 4 – DMI Solicited/Utilized Schedules**  
**City of Tampa – Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers)**  
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Contract No.: 20-C-00001 Contract Name: HFC AWTP Master Plan Improvements Phase 1 Design Build  
 Company Name: Reliable Tampa Partners, a Wharton-Smith and Garney Joint Venture Address: 4912 W La Salle St., Tampa, FL 33607  
 Federal ID: 59-2392802; 44-0658613 Phone: 407.321.8410 Fax: 407.330.1092 Email: phewitt@whartonsmith.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)**

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S 59-1961870	Environmental Engineering Consultants, Inc. 5119 North Florida Avenue, Tampa, FL 33607 813.237.3781, 813.238.0036, awallace@eec-tampabay.com	CF	925	P	N
S 47-4643797	Tricon Engineers, Inc. 777 S. Harbour Island Blvd., Suite 250, Tampa, FL 33602 813.227.9190, dvann@tricon-eng.com	CM	925	P	Y
S 81-1279730	Grissom Smith, LLC 12406 Pony Court, Tampa, FL 33626 813.230.3632, grissomjl@grissomsmith.com	CF	925	P	N
W 59-3490070	Erwin Electric Inc. 13817 Monroes Business Park, Tampa, FL 813.855.0048, 813.855.5404, brian@erwinelectric.com	CF	914	P	Y
W 82-0824395	Foundation Mechanical, LLC 1717 E Busch Blvd, Suite 718, Tampa, FL 33612 813.613.1723, wesley.patterson@foundation-mech.com	CM	925	P	N
S 82-1974646	Modern Cleaning Solutions, LLC 10415 Oakbrook Dr., Tampa, FL 33618 813.900.0226, gogreen@moderncleaningsolutions.com	CF	914	P	N
W 59-3046707	RHC and Associates Inc 2338 W. Palmetto St., Tampa, FL 33607 813.254.0907, 813.254.0744, jrobin19@tampabay.rr.com	BM	925	P	Y

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**City of Tampa – Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers)**  
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 Federal ID: 59-2392802, 44-0658613 Phone: 407.321.8410 Fax: 407.330.1092 Email: phewitt@whartonsmith.com

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W 03-0411631	Matcon Construction Services, Inc. 1717 E Busch Blvd, Ste 601, Tampa, FL 33612 813.600.5555, 813.600.5678, derek@matconconstruction.com	HM	909	P	N
S 82-2772828	Waller Consulting Engineering LLC 2309 West Watrous Avenue, Tampa, FL 33629 813.220.4413, wallerconsultingengineering@gmail.com	CM	925	P	N
W 65-0868970	Electrical Design Associates, Inc. 6965 Piazza Grande Avenue, Suite 412, Orlando, FL 32835 561.819.5556, 561.819.5557, lreyes@goeda.com	HF	925	P	Y
S, W 59-2499571	Suca Pipe Supply, Inc. 4910 Lowell Rd., Lowell, FL 33624 813.249.7902, 813.249.7384, slmau44@yahoo.com	BM	912-77	P	N
O 13-2904652	Hazen and Sawyer 10002 Princess Palm Ave., Ste 200, Tampa, FL 33619 813.630.4498, 813.630.1967, adieffenthall@hazensandsawyer.com	N/A	925	P	Y
O 11-2167170	Stantec 777 S Harbour Island, Blvd., Ste 600, Tampa, FL 33602 813.223.9500, kenneth.broome@stantec.com	N/A	925	E	Y
O 59-1742857	Cogburn Bros, Inc. 3300 Faye Road, Jacksonville, FL 32226 904.358.7344, 904.358.2805, mkistner@cogburnbros.com	CF	914	P	Y

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

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- No Firms were contacted because: \_\_\_\_\_
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O	Electrical Engineering Enterprises 5316 E Henry Ave, Tampa, FL 33610 813.740.9601, 813.740.9360, wilson@electeng.com	N/A	914	P	Y
59-3554532					
O	DWG Associates, Inc 1380 Rogers Mills Lane, Cumming, GA 30041 770.592.5619	N/A	925	P	Y
0320438					

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

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 Company Name: Reliable Tampa Partners, a Wharton-Smith and Garney Joint Venture Address: 4912 W La Salle St., Tampa, FL 33607  
 Federal ID: 59-2392802; 44-0658613 Phone: 407.321.8410 Fax: 407.330.1092 Email: phewitt@whartonsmith.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	Applied Sciences Consulting, Inc. 1000 N. Ashley Drive, Suite 500, Tampa, FL 33602 813.228.0900, 813.454.2454, daraj@appliedfl.com	CM	925	\$45,880	1.03%
20-3212557					
S	Tricon Engineers, Inc. 777 S. Harbour Island Blvd., Suite 250, Tampa, FL 33602 813.227.9190, dvann@tricon-eng.com	CM	925	\$80,160	1.80%
47-4643797					
W	Electrical Design Associates, Inc. 6965 Piazza Grande Avenue, Suite 412, Orlando, FL 32835 561.819.5556, 561.819.5557, lreyes@goeda.com	HF	925	\$102,780	2.30%
65-0868970					
S	Wilder Architecture, Inc. 1315 E. 7th Avenue, Suite 106, Tampa, FL 33605 813.242.6677, 813.242.6683, jt@wilderarchitecture.com	CM	906	\$105,710	2.37%
65-1177841					
W	VoltAir Consulting Engineers, Inc. 220 West 7th Avenue, Suite 210, Tampa, FL 33602 813.867.4899, 813.867.4566, jdavis@voltairinc.com	BM	925	\$78,300	1.75%
20-4452969					
O	Hazen and Sawyer 10002 Princess Palm Ave., Ste 200, Tampa, FL 33619 813.630.4498, 813.630.1967, adieffenthaler@hazenandsawyer.com	N/A	925	\$1,607,287	36%
13-2904652					

**Total ALL Subcontract / Supplier Utilization \$ 2,771,827**

**Total SLBE Utilization \$ 231,750**

**Total WMBE Utilization \$ 181,080**

**Percent SLBE Utilization of Total Bid/Proposal Amt. 5.2% Percent WMBE Utilization of Total Bid/Proposal Amt. 4.1%**

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

Signed:  Name/Title: Todd O'Donnell / Director of DB - Water Date: 06/04/2020

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

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



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

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

Contract No.: 20-C-00001 Contract Name: HFCAWTP Master Plan Improvements Phase 1 Design Build  
Company Name: Reliable Tampa Partners, a Wharton-Smith and Garney Joint Venture Address: 4912 W La Salle St., Tampa, FL 33607  
Federal ID: 59-2392802; 44-0658613 Phone: 407.321.8410 Fax: 407.330.1092 Email: phewitt@whartonsmith.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=WMB O=Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
O	Stantec 777 S Harbour Island, Blvd., Ste 600, Tampa, FL 33602 813.223.9500, kenneth.broome@stantec.com	N/A	925	\$734,710	16.46%
O	DWG Associates, Inc. 1380 Rogers Mills Lane, Cumming, GA 30041 770.592.5619	N/A	925	\$17,000	0.38%

Total ALL Subcontract / Supplier Utilization \$ 2,771,827

Total SLBE Utilization \$ 231,790

Total WMBE Utilization \$ 181,080

Percent SLBE Utilization of Total Bid/Proposal Amt. 5.2% Percent WMBE Utilization of Total Bid/Proposal Amt. 4.1%

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

Signed: [Signature] Name/Title: Todd O'Donnell / Director of DB - Water Date: 06/04/2020

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

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



# City of Tampa

Jane Castor, Mayor

Brad L. Baird, P.E.  
Deputy Administrator of Infrastructure  
107 North Franklin Street  
Tampa, Florida 33602

Email: Brad.Baird@tampagov.net

Office (813) 274-7883

Y2020-15  
JUN 25 2020

**Date:** June 19, 2020

**To:** The Honorable Guido Maniscalco, Chairman, and Members of Tampa City Council

**Through:** John Bennett, Chief of Staff *JB*

**Through:** Jean W. Duncan, P.E., Administrator, Infrastructure and Mobility *Jean W. Duncan*

**From:** Brad L. Baird, P.E., Deputy Administrator of Infrastructure *BIB*

**Subject:** City Council Session for June 25, 2020, File No. Y2020-10, under Staff Reports  
Agenda Item 69, Item ID 62707 (Part 1 of 2 – See Item 70)

A Resolution approving an Agreement for professional services in the amount of \$4,464,935 between the City of Tampa and Reliable Tampa Partners A Wharton-Smith Garney JV, in connection with Contract 20-C-00001; Howard F. Curren Advanced Wastewater Treatment Plant Master Plan Improvements Phase I Design-Build; authorizing the Mayor of the City of Tampa to execute same; providing an effective date.

**Agenda Item 70, Item ID 62722 – (Part 2 of 2 – See Item 69)**

A resolution making certain changes in the budget of the City of Tampa for the fiscal year ending September 30, 2020; approving the transfer, reallocation, and/or appropriation of \$4,464,935 within the Wastewater Bonds - Series 2020 Capital Projects Fund and defunding \$1,788,353 for the Howard F. Curren Advanced Wastewater Treatment Plant Digester No. 4 Rehabilitation project and \$1,051,879 for the Howard F. Curren Advanced Wastewater Treatment Plant Digester Heating System Replacement project within the Wastewater Capital Construction Fund for use by the Wastewater Department for the Howard F. Curren Advanced Wastewater Treatment Plant Master Plan project; providing an effective date.

Please see below the primary information for Agenda Item 69 pertaining to the above referenced subject.

1. Contract Title: 20-C-00001 Howard F. Curren Advanced Wastewater Treatment Plant Master Plan Improvements Phase I Design-Build - Agreement
2. Contractor: Reliable Tampa Partners – A Wharton-Smith Garney JV
3. Contract Amount: \$4,464,935

4. Purpose: The Howard F. Curren Advanced Wastewater Treatment Plant rehabilitation shall include the implementation of improvements identified in the Master Plan and the Design Criteria Package (DCP) to maintain system reliability and increase operating efficiency and meet current and future regulatory requirements. These documents will be the starting point for each improvement. This scope of service is intended to serve as the initial pre-construction phase of the DCP improvements and include the following tasks: project management, engineering investigations, site planning, preliminary and final design, permitting, Project Task Worksheet (PTW), cost estimates, and guaranteed maximum price development.
5. Equal Business Opportunity Statement: Firm plans SLBE utilization of 5.2% and WMBE utilization of 4.05%.
6. Fiscal Impact: This resolution provides \$4,464,935 within the Wastewater Bonds - Series 2020 Capital Projects Fund for the Howard F. Curren Advanced Wastewater Treatment Plant Master Plan project for use by the Wastewater Department.

The accompanying financial resolution for Agenda Item 70 appropriates \$4,464,935 from the Series 2020 Water and Wastewater Bonds plus anticipated interest earnings from the bonds proceeds to fund the project.

Thank you.

cc: Dennis Rogero, Chief Financial Officer, Revenue and Finance Department  
Mike Perry, Budget Officer, Revenue and Finance Department  
Gina Grimes, City Attorney, Legal Department  
Jan McLean, Senior Assistant City Attorney II, Legal Department  
Eric Weiss, P.E., Director, Wastewater Department  
Michael Chucran, P.E., Director, Contract Administration Department  
Gregory Hart, Manager, Equal Business Opportunity Division  
Martin Shelby, City Council Attorney  
Shirley Foxx-Knowles, City Clerk