

RESOLUTION NO. 2023 - 480

**A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$487,285 BETWEEN THE CITY OF TAMPA AND ENVIRO-SERVICES & CONSTRUCTORS, INC. DBA RRT DESIGN & CONSTRUCTION, IN CONNECTION WITH CONTRACT 22-D-00039; PLANNING SERVICES FOR SOLID WASTE COMMUNITY RECYCLING DROP OFF CENTER; AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE THE 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 Enviro-Services & Constructors, Inc. dba RRT Design & Construction ("Consultant") to provide professional services in connection with Contract 22-D-00039; Planning Services for Solid Waste Community Recycling Drop Off Center ("Project") as detailed in the Agreement for Consultant Services ("Agreement"); and

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

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

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

**Section 1.** That the Agreement between the City of Tampa and Enviro-Services & Constructors, Inc. dba RRT Design & Construction, in connection with Contract 22-D-00039; Planning Services for Solid Waste Community Recycling Drop Off Center as detailed in said Agreement, a copy of which is attached hereto and made part hereof, are 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 Agreements on behalf of the City of Tampa.

**Section 3.** This resolution approves a professional services agreement between the City and Enviro-Services & Constructors, Inc. dba RRT Design & Construction, for a study of waste disposal alternatives, methods, and technologies, and provides \$487,285 from the Solid Waste Disposal Alternatives Project within the Solid Waste Capital/Construction Fund.

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

**Section 5.** That other proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON MAY 18 2023

ATTEST:   
CITY CLERK/DEPUTY CITY CLERK

  
CHAIRMAN/CHAIRMAN PRO-TEM CITY COUNCIL

PREPARED AND APPROVED AS TO  
FORM BY:

E/S Justin R. Vaske  
Justin R. Vaske, Senior Assistant City Attorney

## **AGREEMENT FOR PLANNING SERVICES**

THIS AGREEMENT, made and entered into at Tampa, Florida, this 14<sup>th</sup> day of April, 2023, 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: Enviro-Services & Constructors, Inc, doing business as RRT Design & Construction, hereinafter referred to as "FIRM", with an FEIN of 11-3379726.

### **WITNESSETH:**

**WHEREAS**, the CITY desires to engage the FIRM to perform certain services pertinent to such work which shall be referred to as Contract **22-D-00039**; "Planning Services for Solid Waste Community Recycling Drop Off Center | Mixed Waste Processing Facility and Materials Recovery Facility | Yard Waste Mulching Facility – Design," "Project" in accordance with this Agreement and limited to the elements of the Planning Criteria Package ("PLANNING CRITERIA PACKAGE") attached hereto as **Exhibit A**; 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 engineering firm for the Project; and the FIRM shall provide the planning 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 and shall be limited to the elements of the PLANNING CRITERIA PACKAGE.

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

#### **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 and surveys.

C. Operational data.

D. Any additional available data reasonably needed by the FIRM to perform the scope of services.

#### **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 **twelve (12) 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 Initial Design-Build services performed under this Agreement in the amount of \$487,285 in accordance with **Exhibit C**.

#### **VI. PAYMENT**

Payment shall be made in accordance with Part VII of Chapter 218, Florida Statutes, entitled Local Government Prompt Payment Act, after receipt of the FIRM's invoice (application for payment), which shall be accompanied by sufficient supporting documentation and contain sufficient detail, to constitute a "proper invoice" as defined by Fla. Stat. §218.72, and to allow a proper pre- and post-audit of expenditures, should the CITY require one to be performed, in such form and containing such further detail, backup, and other information as the CITY may from time to time require. Invoices shall be submitted no more than once a month, shall be itemized, detailed, and accompanied by valid receipts and sent to the CITY Project Manager care of the address noted on a particular approved work order or such other address as may from time to time be communicated to FIRM in writing by the CITY Project Manager. Invoices shall be signed by an authorized employee of FIRM who has the best actual knowledge of information contained in such invoice. FIRM shall submit proper invoices for approval to the CITY Project Manager (or as otherwise designated in the applicable work order or from time to time by the Director of the CITY's Contract Administration Department). Any dispute pertaining to pay requests must be presented to the CITY

pursuant to Executive Order 2003-1, as amended, or its successor order. Subcontracted Work, if any, shall be invoiced at its actual cost without markup.

Where subcontracting exists with, FIRM shall with each invoice, submit a report on Form MBD-30 DMI Sub-(Contractors/ Consultants/Suppliers) Payments of all subcontracting entity contract amounts and payments together with completed reports or forms as the CITY may from time to time require pursuant to Chapter 26.5, City of Tampa Code.

## **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 adequately, timely and appropriately perform the services required by this Agreement 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 affect and maintain at all times during the life of this Agreement insurance, in accordance with that indicated in **Exhibit D**.

**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 E** 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 E**.

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 a nonstate entity expends \$750,000 or more of State financial assistance in any fiscal year of such nonstate entity in accordance with the requirements of the Florida Single Audit Act.

**XXVIII. DEFAULT**

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

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

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

XXXII. E-VERIFY

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

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.

{SIGNATURES ON FOLLOWING PAGE}

**FIRM:**  
**Enviro-Services & Constructors, Inc.**  
**dba RRT Design & Construction**

By: Nathiel G. Egosi

Print Name: Nathiel G. Egosi, P.E.

Title:  Pres  Exec/Sr Vice Pres  CEO  Gen Partner  Mgr (Mgr-Mgd LLC)  Member (Member-Mgd LLC)

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

License no: 8080 \_\_\_\_\_

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

[SEAL]

**ATTEST:**

**CITY:**  
City of Tampa, Florida

By: \_\_\_\_\_  
City Clerk/Deputy City Clerk

[SEAL]

By: \_\_\_\_\_  
Jane Castor, Mayor

APPROVED AS TO FORM:

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

**Exhibit A - Planning Criteria Package**



**RFQ 22-D-00039  
PLANNING SERVICES FOR  
SOLID WASTE COMMUNITY RECYCLING DROP OFF CENTER / MIXED  
WASTE PROCESSING FACILITY AND MATERIALS RECOVERY FACILITY /  
YARD WASTE MULCHING FACILITY**

**PLANNING CRITERIA PACKAGE**

**PREPARED BY:**

**SHELISIA JACKSON  
DEPARTMENT OF SOLID WASTE AND  
ENVIRONMENTAL PROJECT MANAGEMENT**

**JEFFREY WILSON, AIA NCARB  
CONTRACT ADMINISTRATION DEPARTMENT**

**CITY OF TAMPA  
AUGUST 16, 2022**



## **PLANNING CRITERIA PACKAGE FOR THE REQUEST FOR QUALIFICATIONS (RFQ 22-D-00039)**

Planning Services for Solid Waste Community Recycling Drop Off Center | Mixed Waste Processing Facility and Materials Recovery Facility | Yard Waste Mulching Facility

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### **PLANNING CRITERIA PACKAGE**

The following Planning Criteria Package was prepared by the City of Tampa, Florida (CoT or "City") for a Request for Qualifications (RFQ 22-D-00039) for the 1) site selection, 2) master planning, 3) project programming, 4) design and construction recommendations, and 5) square footages with cost estimates and budgets for a new Solid Waste Community Recycling Drop Off Center (SWCRDC), a new Mixed Waste Processing Facility and Materials Recovery Facility (MWPF|MRF), and a new Yard Waste Mulching Facility (YWMF) for the Department of Solid Waste and Environmental Program Management (DSW|EPM).

The scope of work shall also include 6) a comprehensive analysis and comparative study of the location, placement, operation, and design and construction recommendations for new Solid Waste Community Recycling Drop Off Centers, new Mixed Waste Processing Facilities and Material Recovery Facilities, and new Yard Waste Mulching Facilities against current and future requirements by the City of Tampa.

The scope of work shall also include a draft and final report summarizing all findings, recommendations, and conclusions regarding current state and future requirements for 1) new facilities, 2) waste flow streams, 3) cost-effective strategies for recycling, 5) opportunities for improvement, 6) Waste-to-Energy condition, capacities, and requirements, 7) diverting waste flow away from Waste-to-Energy (WTE) and landfills, 8) sustainability, and 9) means to increase department revenue, based on data collection, comprehensive analysis, and industry expertise. The draft and final report shall also address all DSW|EPM inquiries, including but not limited to, those noted in Section 3.

The Planning Team (PT) shall provide the following services and deliverables including, but not limited to:

- Comprehensive Project Scheduling and Project Management.
- Comprehensive Site Selections and Coordination with DSW|EPM and the CoT's Real Estate Department (RED).
- Comprehensive Master Planning, Project Programming, and Spatial Analysis.
- Comprehensive Summary Report based on Data Collection, Compilation, and Analysis.
- Comprehensive Design towards complying with LEED Silver Certification.

The PT shall provide design and construction recommendations for cost estimation, budgeting, and subsequent Requests for Qualifications (RFQ) to include the following services and deliverables including, but not limited to the following:

- Comprehensive Architectural Design and Planning Services.
- Comprehensive Design Services for Furnishings, Fixtures, and Equipment (FFE).
- Comprehensive Specialty Design Services for Solid Waste Facilities.
- Comprehensive Engineering Design Services including Civil, Structural, Mechanical, Electrical, Lighting, Plumbing, Fire Protection, Stormwater, and Security Design
- Comprehensive Analysis of Traffic and Means of Transportation at Selected Sites.

## **PLANNING CRITERIA PACKAGE FOR THE REQUEST FOR QUALIFICATIONS (RFQ 22-D-00039)**

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- Comprehensive Design Services for Energy Efficiency and Production including Solar Technology and EV Charging Stations.
- Comprehensive Landscape Architectural Services.
- Comprehensive Design Services for Green Infrastructure for Stormwater Management, Job Site Control, and Erosion Control Systems.
- Comprehensive Environmental Evaluation and Analysis, Geotechnical Services, and Utility Location.
- Comprehensive Design for Demolition, Land Clearing, Remediation Services, and Grading
- Property Surveys Services including, but not limited to, Boundary, Topographic, Existing Trees, Site Utilities, Layout, As Built, and Final Layout.
- Coordination with City of Tampa Technology and Innovation Department (T&I).
- Computer Graphics including 3D Modeling and Renderings.
- Environmental Graphic Design Services including Wayfinding, Identification, and Signage.
- Comprehensive Cost Estimation Services by a Professional Estimator.
- Final Documents as required in Latest AutoCAD Release.
- Complete Closeout Documents, Technical Specifications, Shop Drawings, and Exhibits in PDF Format.

The PT shall comply with, including but not limited to, the following:

- Compliance with all City of Tampa and Regulatory Requirements as indicated in the City of Tampa's Permitting Checklist.
- Compliance with all Applicable Governing Codes, Laws, Regulations, and Ordinances including Site, Environmental, Landscape, Building, and Regulatory Permitting.
- Compliance with Architectural Review, Historic Preservation, and Certificate of Appropriateness Regulations, if applicable.
- Coordination with Community Redevelopment Agency (CRA) and CRA Advisory Board (CAC), if applicable.
- Compliance with American with Disabilities Act (ADA) and Florida Building Codes | Accessibility.

### **SECTION 1: PLANNING CRITERIA | GENERAL**

#### **1.01 PURPOSE**

This document provides criteria for design and construction recommendations regarding the following new facilities for the DSW|EPM to include, but not limited to, the following:

- A. New Solid Waste Community Recycling Drop Off Center (SWCRDC)
- B. New Mixed Waste Processing Facility and Materials Recovery Facility (MWPF|MRF)
- C. New Yard Waste Mulching Facility (YWMF)

All remodeling, renovation, rehabilitation, and new improvements for these facilities and their selected site or sites shall be prioritized through a collaborative data gathering and

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comprehensive analysis in which master planning, project programming, and design and construction recommendations processes culminate in documents outlining the site(s), building(s), amenities, estimated costs, and budgets by a professional estimator.

Additionally, the scope of work shall include all studies including, but not limited to the the location, placement, operation, and recommended designs and construction of new facilities as well as a draft and final report regarding the current state and future requirements for 1) new facilities, 2) waste flow streams, 3) cost-effective strategies for recycling, 5) opportunities for improvement, 6) Waste-to-Energy condition, capacities, and requirements, 7) diverting waste flow away from Waste-to-Energy (WTE) and landfills, 8) sustainability, and 9) means to increase department revenue.

**A. DATA GATHERING, COMPILATION, AND ANALYSIS**

All Respondents to this Request for Qualifications (RFQ) shall upon their selection be required to gather input through a series of face to face and virtual engagements with the DSW|EPM and stakeholders of the CoT including, but not limited to meetings, workshops, and presentations to identify the needs and requirement of the department, local residents, neighborhood, and community with regard to this project.

Scope of services shall include, but not limited to, the collection of all data, information, materials, surveys, feedback, research, planning, compilation, and analysis, for the design and future construction of new buildings, structures, site amenities, and parking as initially outlined herein including the development of the property or properties to accommodate visitors, employees, city-owned vehicles, and delivery parking.

All Respondents to this RFQ shall also be required to provide evidence of prior success, including methods and strategies, in engaging the public, press, social media, and other potential community partners, to communicate the progress, objectives, and goals of this project. All Respondents shall also lead, alongside the DSW|EPM and stakeholders of the CoT, a campaign, if requested, to give the community a voice to shape the project and inform the public in a consistent, timely, clear, and positive manner of its development, progress, schedule, and target dates.

**B. MASTER PLAN, PROGRAMMING, AND SPATIAL ANALYSIS**

All Respondents to this RFQ shall upon their selection be required to prepare a comprehensive Master Plan, Project Program, and Spatial Analysis based on the Data, Compilation, and Analysis for the review and approval of the DSW|EPM and stakeholders of the CoT that sets forth, establishes, and confirms the goals and objectives for this project. The Master Planning, Project Programming, and Spatial Analysis, for the determination of Design and Construction Recommendations, Square Footages, Cost Estimates, and Budgets shall include, but not limited to, the collection of all data and materials, research, planning, analysis, and wayfinding

**PLANNING CRITERIA PACKAGE FOR THE REQUEST FOR QUALIFICATIONS (RFQ 22-D-00039)**

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for the future design and construction of new buildings, structures, and site amenities as outlined herein as well as the development of selected property or properties to accommodate visitors, employees, city-owned vehicles, and delivery parking.

**C. SITE SELECTIONS**

Site Selection(s) for a new Solid Waste Community Recycling Drop Off Center (SWCRDC), a new Mixed Waste Processing Facility and Materials Recovery Facility (MWPF|MRF), and a new Yard Waste Mulching Facility (YWMF) shall be based on the data collected, analysis, industry expertise, and review and coordination with the DSW|EPM, RED, and CoT stakeholders.

Site selections must be within the boundary limits of the CoT and shall also take into account the master plan, programming, spatial analysis, design and construction recommendations, and square footages with cost estimates and budgets. Site selection may also include one, two, or all three of these new facilities on a single or multiple sites.

**1.02 ADDITIONAL SITE INFORMATION**

As part of the scope of work, the PT is to review the status and possible reuse of the “Manhattan Brush Site” (Old Landfill No. 25). Refer to Section 3.

**1.03 INTENT**

The intent herein is to list the minimum basis of planning criteria necessary for achieving this effort under a single Planning Services Contract for Studies, a Draft and Final Summary Report, and Design and Construction Recommendations outlining the site(s), building(s), amenities, and all costs and budgets by a professional estimator.

**1.04 PLANNING CRITERIA**

This Planning Criteria Package presents user information, and in specific cases product data, as a basis of planning and design – it is not a specification, prescriptive checklist, nor substitute for research or site visitation(s) prior to submission.

This Planning Criteria Package is for illustrative purposes and is not intended to replace the professional judgement by competent licensed Professionals including, but not limited to, Architects, Interior Designers, Landscape Architects, Engineers, General Contractors, Subcontractors, and Fabricators, in proposing the full scope of work necessary execute 1) site selection, 2) master planning, 3) project programming, 4) design and construction recommendations, 5) square footages with cost estimates and budgets, 6) required studies, and a 7) draft and final summary report.

## **PLANNING CRITERIA PACKAGE FOR THE REQUEST FOR QUALIFICATIONS (RFQ 22-D-00039)**

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### **1.05 PROJECT TEAM REQUIREMENTS**

The PT to be utilized for this project shall have suitable personnel and equipment, resources, financial stability, and experience to accomplish the project objectives. The PT shall be responsible for every phase of work and every task and activity including, but not limited to, project management, design, development, and pre-construction administration, required to execute the scope of work complete in its entirety, as deemed by the DSW|EST. The PT shall also be required to coordinate all testing, approvals, and systems training, as necessary, for total future occupancy in accordance with the budget and schedule as deemed by the CoT.

### **1.06 SCHEDULING AND PROJECT COORDINATION**

Scheduling and coordination of the project must organize long lead times, potential delays, and funding in the most efficient and suitable manner acceptable to the CoT.

All PT shall also develop a Design and Construction Phasing Plan and Schedule as part of the scope of work. The Construction Phasing Plan and Schedule shall be developed in collaboration with DSW|EPM to minimize disturbance of programmed activities and any public uses. It is anticipated that any new facility or proposed facilities will be on an unoccupied site(s) however, in specific cases that may not be the case and accommodations to remain open (entirely or partially) during future construction phases may be necessary.

The PT shall submit design and construction recommendations and cost estimates to the DSW|EPM at each stage of project review (30%/60%/90%/100%).

### **1.07 EXHIBITS**

The exhibit(s) attached, if any, including site information, described under this RFQ have been compiled by the City of Tampa's DSW|EPM and are included herein for use as a basis of planning and design only and not intended to indicate acceptance or intent to hire.

### **1.08 ZONING OF THE SITE**

All PT shall confirm the zoning of the selected sites with the City of Tampa's DSW|EPM and RED.

### **1.09 FEMA FLOOD ZONE**

All PT shall confirm the FEMA Zone of the selected sites with the City of Tampa's DSW|EPM and RED.

### **1.10 SURVEY AND VERIFICATION OF SITE CONDITIONS**

Planning Criteria Services shall include boundary and physical surveys including, but not limit to, topography, trees, utilities, buildings, pavement, and all existing facilities necessary for cost estimating, design, and future construction of the proposed improvements. Planning Criteria Services shall also include surveying for layout and As-Built Plans, measurements of the existing

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building (exterior and interior), and the verification of all existing conditions necessary for the successful completion of the project, if applicable and deemed by DSW | EPM.

**1.11 LAND CLEARING, SITE WORK, DEMOLITION, REMOVAL, GRADING, AND LANDSCAPING**

The cost for all land clearing, site work, tree protection, demolition, removal, grading, and landscaping made necessary to achieve the final designs and construction recommendations for this project shall be included by the Respondents to this RFQ.

**1.12 COMPLIANCE WITH GOVERNING CODES AND LIFE SAFETY**

All Respondents to this RFQ shall have a complete and thorough understanding of the laws and regulations regarding public and life safety as well as demonstrated experience, including but not limited to, governing building/city codes, plan/code review process, regulatory agency reviews, and required site improvements. All Respondents to this RFQ shall also have a complete and thorough understanding of the submittal requirements and processes of the CoT as well as required approvals for design, fabrication, and construction.

**1.13 COMPLIANCE WITH CITY OF TAMPA ORDINANCES AND OBJECTIVES**

All Respondents to this RFQ shall comply with all municipal ordinances, including but not limited to, those regarding the Equal Business Opportunity (EBO) Program.

All Respondents to this RFQ shall be aware of the City of Tampa's desire to foster ongoing or developing programs for diversity and inclusion, including but not limited to Women-Owned or Minority-Owned Business Enterprises (WMBE) and Small Local Business Enterprises (SLBE). Additionally, emphasis towards fostering a strong and talented local workforce through mentoring and on-the-job training, promoting an increase in school attendance and graduation rates, defining pathways through higher education, access to technical certification programs and career readiness are also a CoT objective and important criteria in the selection process(es).

**1.14 COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA BUILDING CODE | ACCESSIBILITY**

All Respondents to this RFQ shall have a complete and thorough understanding of the regulations and requirements of the Americans with Disabilities Act (ADA) as well as the Florida Building Code (currently in effect) including Accessibility.

**1.15 COMPLIANCE WITH THE STANDARDS OF THE DEPARTMENT**

All Respondents to this Request for Qualifications (RFQ) shall have a complete and thorough understanding of the rules and regulations regarding the construction of department facilities as set forth by governing agencies, commissions, professional associations, accreditation boards, related to and/or with oversight of the User Group's operations; including but not limited to, exterior walls, interior walls, points of entry, doors, windows, openings, finishes, ceilings, roofs, lighting, HVAC, specialized ventilation, security, and fire protection, if applicable.

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**1.16 UNDERSTANDING OF THE DEPARTMENT ORGANIZATION AND WORKFLOW**

All Respondents to this Request for Qualifications (RFQ) shall have a complete and thorough understanding of the organization, workflow, and transfer of information and materials (physical and virtual) with the City of Tampa's DSW|EPM.

**1.17 CONSTRUCTION AND ENERGY SAVINGS**

All new designs and construction recommendations for this project shall be designed and built to comply with the minimum standards for LEED (Leadership in Energy and Environmental Design) Silver certification. All new designs and construction recommendations shall make the best use of all applicable and sustainable materials and methodologies to reduce operating costs, including but not limited to energy efficient windows, lighting, HVAC equipment, insulation, and appliances (savings technologies). Additionally, all new designs and construction recommendations for this project shall make the best use of smart building controls for HVAC and lighting EV Charging, and energy producing technologies, including but not limited to, solar panels.

**1.18 USE OF NEW AND EMERGING TECHNOLOGIES**

All new designs and construction recommendations shall consider the possible use of emerging and new technologies and commercially available products if they can be proven to result in the successful and satisfactory design and construction of the project for DSW|EPM.

**1.19 ENVIRONMENTAL CRITERIA**

The project sites may be in an urban, suburban, or rural setting with a mix of commercial, residential and civic uses accessed by roads and sidewalks. Vehicular and pedestrian access routes, or detours, shall be provided and maintained throughout the future design and construction phase(s) as necessary and in accordance with the CoT Standards and the FDOT (Florida Department of Transportation) Greenbook where applicable.

Additionally, dust, debris, and sediment pollution shall be controlled throughout the future construction phase(s).

**1.20 SITE VISITS**

There are no mandatory site visits to any DSW|EPM facility or facilities in advance of the submission date and time as noted in the Request for Qualification.

**SECTION 2: PLANNING CRITERIA**

**2.01 RFQ RESPONSE**

2.01a All PT shall demonstrate experience and the ability to develop designs and cost estimates as outlined in this Planning Criteria Package. Designs and construction recommendations scopes shall include, but not be limited to, preliminary pricing at 30%, 60%, 90%, and 100% design

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documents, Equal Business Opportunity (EBO) Program and Utility submission at 60%, and any other qualifications addressing total scope.

- 2.01b All PT shall demonstrate experience and the ability to coordinate this project proposal in response to DSW|EPM scheduling criteria, coordinate long lead-times, maximize downtime efficiencies, minimize potential delays, and generally phase work under a single proposal.
- 2.01c All PT shall demonstrate previous successful experience designing and constructing comparable projects.
- 2.01d All PT shall demonstrate previous work in neighborhood context and with materials appropriate to the community and neighborhood.

**2.02 Planning Criteria Package Estimated Budget: \$300,000 to \$500,000**

The costs and budgets to execute this project shall be determined as part of the site selection, master planning, project programming, and design and construction recommendations process with the possibility of additional or future work becoming a subsequent and separate RFQ and project.

**2.03 Start Date:** To be Determined.

**2.04 Project Duration:** To be Determined.

**2.05 PLANNING CRITERIA | GENERAL**

- 2.05a The approved final designs and construction recommendations shall be complete in all respects as deemed by the DSW|EPM and shall include all elements necessary to complete the project in its entirety.
- 2.05b The approved final designs and construction recommendations shall meet the needs of the users and the larger community as determined in collaboration with the DSW|EPM. The PT shall also incorporate principles of Crime Prevention Through Environmental Design (CPTED).
- 2.05c All PT shall develop and promote a high functioning, collaborative relationship within itself, DSW|EPM, and stakeholder of the CoT, to achieve design excellence within the established costs, budgets, and approved schedule. All PT shall demonstrate exemplary service to the DSW|EPM and the stakeholders of the City of Tampa, including but not limit to project management during site selection, master planning, project programming, design and construction recommendations, and square footages with cost estimations and budgets.
- 2.05d All PT shall be required to attend meetings with the DSW|EPM and the stakeholders of the CoT during the project to present current plans and cost estimates.



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- 2.05e All PT shall have a thorough understanding of ADA and Florida Building Code regulations regarding accessibility, public safety, and all related requirements to design this project accordingly in its entirety as deemed by DSW|EPM.
- 2.05f All PT shall consider in its final design the routine maintenance by the DSW|EPM and any additional maintenance to be provided by other departments.
- 2.05g All PT shall include cost estimating and budgets as necessary to facilitate master planning, project programming, design and construction recommendations, and prioritize decisions.
- 2.05h All PT shall propose products, materials, and finishes that are durable, commercial grade, and appropriate for public facilities with heavy use. Specific furnishings and finishes, or a basis of design products, shall be included in the documents and cost estimates.
- 2.05i All PT shall provide transparent pricing that takes advantage of efficiencies through the standardization of design elements and fast tracking of future design and construction to maximize the City of Tampa's budget(s). The PT shall make all attempts to minimize the schedule and utilize materials and equipment that are easily procured and maintained from reliable suppliers with exceptional warranty services.
- 2.05j All PT shall propose designs and construction recommendations that enhance the safety of the project during construction and in the operation of the facility or facilities. The PT's designs and construction recommendations shall be required to reduce re-work as well as interference with existing and/or new operations with a goal of no recordable incidents.

**2.06 PLANNING CRITERIA | SITES**

- 2.06a The project shall include, but not be limited to, designs and construction recommendations for structures, site amenities, and parking on a single site or separate sites as determined by the PT and approved by the DSW/EPM.
- 2.06b General Site Improvements shall include, as part of the complete set of Design and Construction Recommendations, comprehensive Architecture, Landscape Architecture, and Engineering Documents.
- 2.06c Preliminary and final designs and construction recommendations are to be based on providing amenities and elements defined by the comprehensive Master Plan, Programming, and Spatial Analysis based on the findings of data collection, compilation, and analysis. The goal is to meet the needs of the DSW|EPM as well as residents, neighborhood, and community.
- 2.06d All designs, and construction recommendations shall consider existing site conditions as well as the needs of the community. It is imperative that the preparer of designs and construction

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recommendations fully understand Americans with Disabilities Act (ADA) and Florida Building Code (FBC) regulations regarding accessibility and public safety in its entirety.

- 2.06e Planning Criteria Services shall include but not be limited to providing surveys and verification of all existing conditions including evaluation of the current drainage across the sites, existing features including bathymetry, topography and utilities, development of plans for all elements necessary to complete environmental compliance, utility coordination, regulatory permitting, and all site amenities necessary to provide designs and construction recommendations, square footages, cost estimates, and budgets in their entirety as deemed by DSW|EPM.
- 2.06f Planning Criteria Services shall include, but not be limited to, providing surveys and verification of all existing conditions including, but not limited to, existing features, boundaries, topography, trees, and utilities as necessary to provide designs and construction recommendations, square footages, cost estimates, and budgets in their entirety as deemed by DSW|EPM.
- 2.06g Planning Criteria Services shall include, but not limited to, environmental compliance, tree protection, utility coordination, and regulatory permitting as necessary to provide designs and construction recommendations, square footages, cost estimates, and budgets in their entirety as deemed by DSW|EPM. No screen or temporary work shall be planned to attach or affix to existing amenities.
- 2.06h All PT shall provide designs and construction recommendations that provide positive drainage throughout the site(s) with no standing water, saturated soil, etc.
- 2.06i All PT shall provide designs and construction recommendations for site improvements as determined during the collaborative site selection, master planning, and project programming phases including, but not limited to, grading and preparation of areas that will receive future improvements and facilities.
- 2.06j The approved final designs and construction recommendations shall be complete in all respects as deemed by the DSW|EPM shall include all elements necessary to complete the project in its entirety.
- 2.06k All PT shall provide a comprehensive cost estimation and budgets for site improvements including, but not limited to, landscaping, irrigation, and site lighting compatible with the city-wide system, required controls, and technical specifications.

**2.07 PLANNING CRITERIA | BUILDINGS AND FACILITIES**

- 2.07a As part of the designs and construction recommendations process, the PT shall provide comprehensive Architecture and Engineering Documents and Specifications for a new SWCRDC, a new MWPF|MRF, and a new YWMF to be used for cost estimation and budgeting. All designs

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and construction recommendations, square footages, cost estimates, and budgets are to be used as the basis of future work under a separate Request for Qualifications.

- 2.07b All PT shall provide designs and construction recommendations that maximize the area available to meet the needs of the public end users, DSW|EPM, and the stakeholders of the CoT so that the project can effectively serve the residents, neighborhood, and community.
- 2.07c All PT designs and construction recommendations, phasing plans, and schedules that achieve completion of the project as soon as it is practical as deemed by DSW|EPM and the stakeholders of the CoT.
- 2.07d All PT shall be advised that it is critical that any and all recommendations for improvement are designed so as to be a integral part of the neighborhood and community.
- 2.07e All PT shall be advised that this project is to be integrated into existing neighborhoods and improvements should be made to respect the residential character. Improved and welcoming streetscapes are envisioned by DSW|EPM and the stakeholders of the City of Tampa as part of this project.
- 2.07f All PT shall provide comprehensive designs and construction recommendations for remodeling, renovations, rehabilitation, and improvements as determined through a collaborative master planning, project programming, and spatial analysis effort and which shall be presented in the approved final documents, studies, and summary report.

**2.08 PLANNING CRITERIA | SOLID WASTE COMMUNITY RECYCLING DROP OFF CENTER (SWCRDC)**

- 2.08a A new Solid Waste Community Recycling Drop Off Center (SWCRDC) shall provide a free and convenient option for underserved neighborhoods, multi-family residences, and small businesses to recycle. The type and size of a new SWCRDC is to be determined by the PT and shall be accessible to the public.
- 2.08b In general, Solid Waste Community Recycling Drop Off Centers and Stations have been strategically located by the DSW|EPM near areas of the CoT that have a higher population density and a higher concentration of multi-family housing. When feasible small community collection stations have been placed by the DSW|EPM in CoT owned parks and recreation facilities to help meet the strategic goal of providing recycling.
- 2.08c At present, the CoT has three (3) Solid Waste Community Recycling locations with one at the McKay Bay Waste Management Resource Facility and two (2) smaller collection stations at Copeland Park and Gadsden Park. These include:

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1. **McKay Bay Waste Management Resource Facility**  
114 South 34th Street, Tampa, FL 33605  
Size: 53,000 SF  
Operating Hours:  
Monday, Tuesday, Thursday, Friday: 7:00am - 5:30pm  
Wednesday and Saturday: 7:00am - 4:30pm
2. **Copeland Park**  
11001 North 15th Street, Tampa, Florida 33612  
Size: 40-yard roll-off container for commingled recycling  
40-yard roll-off container for cardboard recycling  
Operating Hours:  
Monday - Sunday 7:00am - 7:00pm  
Frequency of Collection: Once a Week
3. **Gadsden Park**  
6901 South MacDill Avenue, Tampa, Florida 33611  
Size: 40-yard roll-off container for commingled recycling  
40-yard roll-off container for cardboard recycling  
Operating Hours:  
Monday - Sunday 7:00am - 7:00pm  
Frequency of Collection: Once a Week

**2.09 PLANNING CRITERIA | MIXED WASTE PROCESSING FACILITY AND MATERIALS RECOVERY FACILITY (MWPF|MRF)**

- 2.09a A new Mixed Waste Processing Facility and a new Materials Recovery Facility (MWPF|MRF) shall provide for the sorting of recyclable waste materials from a stream of mixed trash. This specialized facility shall receive, separate, and prepare recyclable materials for sale to manufacturers as raw materials for new products. The MWPF|MRF shall sort an array of recyclable materials, including but not limited to, plastics, cardboard, paper, glass bottles and jars, metal containers, and cartons. The MWPF|MRF shall not be accessible to the public.
- 2.09b The addition of MWPF|MRF is to help reduce the general waste stream. At present, the CoT's McKay Bay Waste-to-Energy Facility (WTE) burns waste materials that cannot be recycled at high temperatures in waste-fired boilers to generate steam. The steam is then routed to a turbine generator to make electricity, which is then sold. Revenues from the sale of electricity help to offset the cost of waste disposal.
- 2.09c The PT shall bring industry expertise to the DSW|EPM demonstrating what an investment in a MWPF|MRF could do for the CoT's cost-effective recycling strategies and increase department revenue generation.

**PLANNING CRITERIA PACKAGE FOR THE REQUEST FOR QUALIFICATIONS (RFQ 22-D-00039)**

Planning Services for Solid Waste Community Recycling Drop Off Center | Mixed Waste Processing Facility and Materials Recovery Facility | Yard Waste Mulching Facility

August 16, 2022

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**2.10 PLANNING CRITERIA | YARD WASTE MULCHING FACILITY (YWMF)**

- 2.10a A new Yard Waste Mulching Facility (YWMF) shall provide a center to process green waste and to separate it from regular trash so that it can be composted, recycled, and reused. The YWMF shall be accessible to the public.
- 2.10b Materials to be generated at the YWMF may serve as a fertilizer and soil amendment after undergoing decomposition at composting facilities or through anaerobic digestion. Landfills might also be able to use YWMF generated materials as an alternative daily cover to reduce the usage of virgin soil cover. Finally, generated materials from the YWMF may also be processed into wood chips and green waste mulch for landscaping, dust control, erosion prevention, and weed suppression as well as other farming and agricultural applications including the creation of biofuels and other renewable energy.
- 2.10c At present, the CoT does not have a YWMF, however the DSW|EPM considers a YWMF as a possible waste stream reducing option.
- 2.10d The PT shall bring industry expertise to the DSW|EPM demonstrating what an investment in a YWMF could do for the CoT's cost-effective recycling strategies and increase department revenue generation.

**2.11 PLANNING CRITERIA | OWNER PROVIDED MATERIALS**

- 2.11a The DSW|EPM will provide to the selected PT a copy of all exhibits and reference materials for this project, including but not limited to as-builts and surveys that may exist.
- 2.11b The DSW|EPM shall provide to the selected PT a copy of any existing reports or site conditions for this project, if available.
- 2.11c All items and/or materials required to provide designs and construction recommendations for this project, and not indicated herein as provided by the DSW|EPM and the City of Tampa, shall be provided without additional cost by the PT.

**SECTION 3: EXHIBITS**

- 3.01 The following DSW|EPM inquiries are to be addressed in the draft and final summary report for this project and shall include, but not limited to, the following:
  - *What is the capacity and condition of the McKay Bay Waste to Energy Facility (WTE)?*

**PLANNING CRITERIA PACKAGE FOR THE REQUEST FOR QUALIFICATIONS (RFQ 22-D-00039)**

Planning Services for Solid Waste Community Recycling Drop Off Center | Mixed Waste Processing Facility and Materials Recovery Facility | Yard Waste Mulching Facility

August 16, 2022

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- *What is the current state of CoT's waste stream?*
- *What is necessary for a new Solid Waste Community Recycling Drop Off Center (SWCRDC), a new Mixed Waste Processing Facility and Materials Recovery Facility (MWPF|MRF), and a new Yard Waste Mulching Facility (YWMF) to meet the demands of an increasing population and their future requirements for disposal?*
- *How can expanding the Scope of Community Recycling Drop off Centers (SWCRDC) and Stations increase recycling efforts city-wide?*
- *What can an investment Mixed Waste Processing Facility and Materials Recovery Facility (MWPF|MRF) could do for the CoT's recycling strategies and increase revenue generation capabilities?*
- *How can investing in a Yard Waste Mulching Facility (YWMF) create a cost-effective strategy for recycling and increase the DSW|EPM revenue generation capabilities?*
- *What are the recycling facility options available to DSW|EPM and how and where can these options could be implemented to assist in diverting less materials through the regular disposal methods like Waste-To-Energy (WTE) or landfills?*
- *What are the options available to DSW|EPM regarding the "Manhattan Brush Site" (Old Landfill No. 25). Refer to Section 1.02.*

## Exhibit B

### Exhibit B – Scope of Work

April 14, 2023

22-D-00039 | Planning Services for Solid Waste Community Recycling Drop Off Center | Mixed Waste Processing Facility and Materials Recovery Facility | Yard Waste Mulching Facility  
Initial Agreement Draft

The Tampa Department of Solid Waste and Environmental Program Management (DSW|EPM) has retained the Design Team, composed of RRT Design & Construction (RRT), Madrid CPWG, and Fleischman|Garcia|Maslowski Architects (FGM), to accomplish the following, hereafter referred to as the “Project”:

- Analyze the current waste recycling, diversion, and resource recovery system;
- Identify infrastructure and programs that can reduce the amount of material being processed by the McKay Bay Waste-to-Energy and/or transferred to landfill;
- Devise strategies—i.e., progressive courses of action—to accomplish the desired outcomes;
- Conduct conceptual comprehensive engineering study with conceptual schematics and financial modeling to estimate the costs associated with the strategies; and,
- Present a roadmap for implementing the strategies over time.

The City wants to know what opportunities it has to divert more waste from disposal in the McKay Bay waste-to-energy facility or a landfill. One way to do that is to expand infrastructure by improving current facilities or building new ones to increase the processing activities for recovery of materials or energy. Anything that is being disposed of now but could be recycled or otherwise diverted in the future will require new or modified infrastructure with greater capacity and/or capability. This goes hand-in-hand with programming impacts to collection and education.

The Design Team (DT) will perform the following scope of work, containing nine tasks of planning services. The DT will work collaboratively and efficiently with DSW|EPM to complete these tasks. The planning process for the Project will involve a series of workshops to engage the DT and the City’s project team to come together in real-time as a cohesive team. This approach will combine available and projected data, solid waste national industry experience, local Tampa insight and understanding, and industry best practices to identify the best opportunities for the City to accomplish its goals and objectives.

As a reflection of the collaborative approach, the DT will use the title “Project Team” to mean the combined resources of RRT, Madrid CPWG, FGM, and DSW|EPM.

### Task 1 – Data Gathering, initial project meeting, and site visits

Commencement of the Project by the DT will include data gathering followed by a three-day period in Tampa, during which DT members will visit and study all the DSW|EPM facilities and any relevant nearby or regional sites, along with observing selected City solid waste collection operations. The DT will pursue engaging discussions and information sharing throughout this intensive three-day period.

#### 1A Data Gathering

At the start of the Project, the DT will submit a Request for Information (RFI) to the City. This would ask for both the basic and the detailed information needed to establish a clear picture of what data is available, what the program history is, what rules or policies are in place, the organizational structure, the infrastructure and assets used and available, services provided, and more. Establishing a baseline of what is known and what needs to be further investigated by the DT will organize the agenda during the initial visit in Task 1B.

#### 1B Initial Project meeting

Allowing 2 to 3 weeks after receiving the information from Task 1A for the DT to review and analyze the information, the initial Project meeting will then take place in Tampa in person and will be of sufficient

duration for in-depth observations and discussions. The critical meeting will require attendance of all DT members to review all the data and information provided to the DT in Task 1C and to discuss in detail the Project goals and objectives with the analysis needed for the Project. It is envisioned this meeting will have a duration of at least four (4) hours and the DT will provide a detailed agenda for the discussion as well as the role to facilitate and moderate all the discussions and provide summary notes of the meeting to the DT. DSW|EPM will provide a meeting location.

#### 1C Site visits and field observations

The DT will tour the facilities, observing all areas and aspects of the operations, taking notes and photographs to supplement the data received from DSW|EPM the RFI. DTDSW|EPM assist the DT to tour typical collection routes that illustrate and exemplify both the residential and commercial programs, again taking notes and photographs of relevant observations.

#### Outcomes

- During the initial meeting, the Project Team will agree to a schedule for the project, including as many of the planned meetings as possible and setting milestones based on real-world calendar information (holidays, scheduled closures, etc.).
- The DT will process and absorb the data from the RFI, the initial meeting, and the field observations to build a holistic understanding of the current waste diversion and recycling program.

### Task 2 – Identification of Goals and Objectives

The DT will provide the City information regarding the potential development of one or more new facilities to amplify the solid waste infrastructure in Tampa as well as improvements. The types of facilities of interest are:

- Solid Waste Community Recycling Drop Off Center (SWCRDC);
- Mixed Waste Processing Facility (MWPF) and Materials Recovery Facility (MWPF/MRF); and/or,
- Yard Waste Mulching Facility.

To discuss the DSW|EPM drivers, goals, and objectives for the new facilities and related program changes, the DT will conduct a half-day workshop with the DSW|EPM team and representatives from other relevant agencies as may be appropriate. Inherently, this will include discussions regarding the methodology to be used by the Project Team to evaluate the facilities and programs abilities to fulfill the goals and objectives. Metrics that are measurable and achievable will be the focus. This will be the best opportunity for interested parties beyond the solid waste management staff to participate in framing the Project.

Examples of the types of questions the Project Team and other workshop attendees might consider include:

- Are there priorities for particular materials (ash, leaves, plastics, organic-rich fraction) and streams (MFDU, hospitality, institutions, etc.)?
- What level of diversion does DSW|EPM aspire or expect to achieve?
- Is there an expectation that operating costs need to stay the same or decrease? If not, how much is a reasonable increase?
- What are the preferred or prioritizing criteria for sites?
- Over what periods of time are diversion improvements desired?



The DT will plan and conduct the workshop with a City team comprised of DSW|EPM staff and other stakeholders or interested parties as appropriate. The City will identify and arrange for a conference room or other meeting space in which to conduct the workshop in a way that all participants can be comfortable and productive. The DT will together produce the work product, to be documented and shared as part of the notes and any project updates.

#### Outcomes

- The Project Team will refine the goals and objectives, and highlight specific tactics or strategies which the DT will use for its analysis and planning of possible programs, facilities, and management practices for Tampa.
- Stakeholders and interested parties will have the opportunity to provide input so that the proceeding work can benefit from perspectives outside the solid waste management staff.

### Task 3 – Discussion of Opportunities for Diversion of Waste

The City has identified several types of facilities it is interested in developing. Each facility type brings challenges and opportunities, with corresponding programmatic impacts or needs. Using the goals and objectives identified in Task 2, and based on the City's priorities of increasing diversion and increasing convenience to residents, the Project Team will develop three to six strategies for achieving the goals and objectives, each with the intent of being measurable and achievable.

#### What is a strategy?

A strategy includes both facilities and programs for achieving the goals and objectives. They progress over time, and include discussion of how they can be implemented, who is required to take action, and what the potential benefits or impacts are.

Below are two examples of strategies.

- Increase the capacity of and participation in the current source separated recycling program. This could include development of a state-of-the-art MRF capture the most commodities from source-separated recyclables, one or more new drop-off centers, concentrated effort to increase recycling at the curb or commercial container, and targeted education programming.
- Increase recovery of recyclables from commercial and multi-family customers by processing their refuse through a MWPF. This could include development of a MWPF and possible changes to collection routes or methods.

The strategies will be developed by the Project Team at a full-day in-person workshop. The DT will plan and conduct the workshop, contributing industry knowledge, facility expertise, experience with customer-facing aspects of solid waste management, and familiarity with programs across North America. The DSW|EPM staff will make choices based on the discussion, applying the goals and objectives from Task 2 to frame the strategies. The DSW|EPM staff will also rank the strategies in order to prioritize them. Working together, the Project Team will look at how the strategies integrate with other and with the existing infrastructure.

When discussing possible facilities, the DT will be prepared to answer technical questions, such as:

- What impact can a particular program change or infrastructure investment have on the City's recycling efforts?

- What are the siting considerations (e.g., footprint, infrastructure requirements, buffer, environmental impacts etc.) for the technology?
- How can expanding a program or investing in infrastructure improve the City's revenue generation capabilities or reduce its operating costs?
- What effort/resources are needed for management of the diverted materials or outputs from the facility (e.g., mulch, compost, wood chips, commodities, residue)?

After the workshop is completed and the strategies are framed by the Project Team, the DT will prepare an analysis of economic and non-economic factors for each strategy. The considerations of the analysis will include factors such as:

- The role of commodity markets and pricing for the diverted materials;
- Land use considerations which lead to the iterative siting and development of the infrastructure strategy;
- Discussion of how the infrastructure strategy will fit into the local solid waste management paradigm.

The DT will add its analysis to the strategies work product of the Project Team, to be documented and shared as part of the notes and any project updates.

#### Outcomes

- The Project Team will frame three to six strategies for increasing recycling and waste diversion.
- The DT will provide economic and non-economic context for the strategies to be used in the proceeding tasks.

### Task 4 – Site Evaluation

The Project Team will work together to identify sites in Tampa where the infrastructure elements of the strategies from Task 3 could be located. The City has indicated that DSW|EPM has property that they maintain and control and can provide information on sites and locations that are available to the solid waste department. In addition to consideration of the McKay Bay peninsula, the DT will review the status and possible reuse of the “Manhattan Brush Site” (Old Landfill No 25) and other such sites as the Real Estate Department might identify.

The DT will develop a siting evaluation methodology and evaluation criteria. The criteria are used both to exclude and build preference for sites. Examples of such criteria include:

- Size requirements of the strategy(ies);
- Meets minimum buffer area requirements to sensitive receptors;
- Owned or could be acquired by the City;
- Availability to connect to utilities and services;
- Traffic impacts;
- Transportation infrastructure; and,
- Land use compatibility (zoning, impact to designated areas, FEMA flood zone).

In a 2-hour collaboration meeting, the Project Team will use these evaluations to “short-list” up to six sites where infrastructure could be developed to support one or more of the strategies.

Those six short-list sites would undergo an additional screening process by the DT to confirm suitability.

Examples of suitability criteria include:

- Source water protection;
- Wetlands and floodplains;
- Soils classification;
- Locations of sensitive receptors/residential areas with respect to nuisance impacts such as air quality, odor and noise;
- Environmental constraints (species at risk, wildlife habitat) etc.;
- Neighborhood suitability; and,
- Cost considerations (e.g., distance from utilities, road infrastructure upgrades, remediation, waste transfer distance).

The evaluation of these sites inherently includes members of the DT visiting them to make observations, expected to take place over a combined period of two days.

The DT will develop descriptions of each short-list site, including the initial criteria and the additional siting criteria. The outcome of this process would be the selection of the preferred site where the preferred strategy would be located. The assembled information will be documented and shared as part of the notes and any project updates.

#### Outcomes

- The Project Team will review available information and databases to identify potential sites to accommodate infrastructure requirements of the strategies framed in Task 3;
- The Project Team will develop a short list of up to six sites for further evaluation; and,
- The DT will apply further criteria to exclude or include sites from the short list for further evaluation in the proceeding tasks.

### Task 5 – Conceptual Comprehensive Engineering

For each potential infrastructure development (i.e., technology + site), the DT will develop a business case, including a cost/benefit analysis, with financial modeling for that strategy. The purpose is to provide a level of engineering sufficient to demonstrate that the infrastructure needed for the strategy to work is feasible and executable at a given site from the short list, along with being practically operable.

Depending on the outcomes from Task 2 and Task 3, the work of the conceptual comprehensive engineering might include the following actions as applicable:

- Conduct comprehensive master planning, project programming, and spatial analysis;
- Develop an outline of environmental justice impacts;
- Estimate capital and procurement costs;
- Outline a comprehensive schedule; and,
- Develop a summary of the costs and regional impacts of the strategy.

Congruent with an engineering study, the work output will include costs estimates for the future work needed to further develop the site:

- Conceptual architectural design and planning services;
- Engineering Design Services including Civil, Structural, Mechanical, and Electrical engineering; Fire protection; Stormwater management, and other relevant details.
- Conceptual Design Services for required furnishings, fixtures, and equipment;
- Traffic analysis and means of transportation to and from selected sites;
- Design services for green infrastructure for stormwater management; and,
- Environmental evaluation and analysis, geotechnical services.

It is also at this point that the DT will confer with the City of Tampa's agencies regarding Risk Management, Public Art, Utility Review, Equal Business Opportunities, Regulatory Agencies, the Building Department, the Urban Forester, and the ADA Coordinator.

The Development cost estimates will be presented on a Rough Order of Magnitude (ROM) basis, which will provide estimates for each the programs, and infrastructure improvements in the range of +/-50%, of the actual eventual cost. Development costs will include procurement and implementation strategies. Discussion of how the strategy would integrate into the existing waste management infrastructure will be included; for example, how the strategy might impact revenues at existing processing and disposal facilities.

The DT will produce such documents and details as to allow for detailed cost estimating, including the financial modeling in Task 8. This could include architectural renderings, CAD drawings, surveys, Determination of Design and Construction Recommendations, square footages, cost estimates, and budgets for new buildings, structures, and site amenities as outlined in the infrastructure strategy, as well as the development of selected property or properties to accommodate visitors, employees, city-owned vehicles, and delivery parking.

The Project Team will hold a half-day in-person workshop to review the outputs of the conceptual comprehensive engineering work. The DT will plan and conduct the workshop, presenting its work and receiving any additional feedback from the DSW|EPM staff, who will confirm the findings and make final decisions to include or exclude any given strategy from further discussion. The Project Team will together produce the work product, to be documented and shared as part of the notes and any project updates.

#### Outcomes

- With the conceptual comprehensive engineering studies completed, the Project Team will be able to clearly identify the potential for implementing any given strategy from Task 3, connect the projected costs and effort to the goals and objectives from Task 2, and begin the process of looking to how the strategies might be implemented.

#### Task 6 – Develop a Roadmap

The Project Team will hold a half-day workshop to collaboratively review and develop a descriptive roadmap with metrics for the development of each strategy and its waste management infrastructure and related programs. The roadmap will be based on approaches and methods to implement the infrastructure strategy, and include timing and milestones for accomplishing it, such as:

- Procurement (owners engineers, request for qualifications (RFQ) for various services, design, construction, operation (depending on project delivery method);
- Permitting;
- Design;
- Construction;
- Operation; and,
- Commissioning.

The Roadmap will include defined milestones with the estimated length of time required and steps involved in developing each strategy. The Design Team will produce the Project Team's work product, documentation and other communication tools to make the results straightforward and useful for public consumption. The output will be shared as part of the notes and any project updates.

#### Outcomes

- The Project Team will have assembled program, facility, site, and time information which can be used for detailed financial modeling.

### Task 7 – Financial Modeling

The DT will model cost information for the progressive implementation of the strategies from Task 3, as laid out on the Roadmap in Task 7. The model will include capital costs, operating costs, potential revenues and avoided costs, etc. The DT will share and discuss the modeling with the Project Team in an update meeting. The results will be documented and shared as part of the notes and any project updates.

#### Outcomes

- The City will have a complete picture of the costs to implement the strategies to increase recycling and waste diversion in achievement of the goals and objectives.

### Task 8 – Draft and Final Report

The DT will assemble a report summarizing all the effort and findings of the project. It will communicate in a straightforward and concise manner any new facilities, waste flow streams affected, the potential for diverting waste flow away from the WTE facility and landfills, impacts on the City's sustainability intentions, and impact on the WTE facility's capacity and life.

The Project Team will together review and finalize the work product. The DT will transmit a draft report to DSW|EPM for review and comment, and DSW|EPM will return one consolidated set of comments. The Project Team will have a collaborative meeting to review such comments as may require discussion. The DT will produce a final report document transmitted to the City in high-quality PDF format and one set of full-sized printed exhibits such as drawings, schematics, and a poster presentation of the Roadmap from Task 8. The final report will be presented at a two-hour final meeting, which stakeholders from Task 1 may want to attend.

#### Outcomes

- The City have a Roadmap for the programs, facilities, sites, time, effort, and costs for strategies to accomplish its goals and objectives.

### Task 9 – Project Management, Meetings, etc.

The DT understands that DSW|EPM and other City agencies prefer to conduct meetings in-person to the greatest extent possible. The DT proposes to set a day each month (for example, the first Friday) as a standing meeting for the project team, with a minimum of one member of the DT in attendance, in-person, at each meeting.

As described in the tasks above, four of the monthly meetings would be 4-hour working meetings referred to as workshops. The Project Manager and at least one other member of the DT will be in attendance, in-person, at the workshops. Other members of the DT may participate virtually as appropriate. There are also two 2-hour meetings—one in Task 4 and one in Task 8. Other meetings include the kickoff in Task 1, and project updates given during the field visits in Task 4. Finally, the DT proposes three brief project update meetings during Task 5, Task 7, and Task 8 to keep the City apprised of progress but not requiring collaboration or work product from the Project Team. The DT proposes that they might be conducted virtually in the interest of budget efficiency, but could be changed to in-person if the workflow calls for it. An estimated schedule of monthly meetings is illustrated in the figure below.

**Month Task and Meeting Type**

- 1 Task 1 Three-day visit for initial meeting, facility tours, and collection observations
- 2 Task 2 Half-day Workshop (Goals and objectives development)
- 3 Task 3 Full-day Workshop (Strategies development)
- 4 Task 4 Two-hour collaboration and project update meeting (research on sites)
- 5 Task 4 Field observations and project update meeting (Site evaluation )
- 6 Task 5 Brief project update meeting (Conceptual comprehensive engineering)
- 7 Task 5 Half-day Workshop (Conceptual comprehensive engineering)
- 8 Task 6 Half-day Workshop (Roadmap development)
- 9 Task 7 Brief project update meeting (Financial modeling)
- 10 Task 8 Brief project update meeting (Draft report)
- 11 Task 8 Two-hour final meeting (Final report)

Beyond meetings, other activities in Task 9 include project scheduling, invoicing in E-Builder, generating progress update reports for invoicing purposes, ad hoc communications and correspondence in the Project Team, and milestone reporting on the project at the 30%, 60%, and 90% completion phases.

**Outcomes**

- Regular updates on the project from the DT to DSW|EPM;
- Regular collaboration and teamwork by the Project Team;
- Accurate, on-time, and meaningful invoicing;
- Compliant project reporting; and,
- Notes and documentation as required.

## Exhibit C

### Exhibit C – Compensation

April 14, 2023

22-D-00039 | Planning Services for Solid Waste Community Recycling Drop Off Center | Mixed Waste Processing Facility and Materials Recovery Facility | Yard Waste Mulching Facility  
Initial Agreement Draft

Cost Proposal \$487,285

The Design Team (DT) will perform the scope of work detailed in Exhibit A and summarized below, containing nine tasks of planning services.

Task 1 – Data Gathering, initial meeting, and site visits \$16,710

- Request for Information and Data Gathering activity.
- Initial Project Meeting and three days of field observations.

Task 2 – Identification of Goals and Objectives \$15,211

- Half-day workshop meeting of the Project Team to define the City's goals and objectives.

Task 3 – Discussion of Opportunities for Diversion of Waste \$42,835

- Full-day workshop where the Project Team will frame three to six strategies for increasing recycling and waste diversion.
- The DT will provide economic and non-economic context for the strategies to be used in the proceeding tasks.

Task 4 – Site Evaluation \$65,888

- Review available information and databases to identify potential sites for the strategies framed in Task 3.
- Development of a short list of up to six sites for further evaluation.
- Apply further criteria to exclude or include sites from the short list for further evaluation in the proceeding tasks.

Task 5 – Conceptual Comprehensive Engineering \$219,400

- Half-day in-person workshop to review the outputs of the conceptual comprehensive engineering work.
- For each potential infrastructure development, develop a business case, including a cost/benefit analysis, with financial modeling for that strategy.

Task 6 – Develop a Roadmap \$16,858

- Half-day workshop to develop a descriptive roadmap with metrics for the development of each strategy.

Task 7 – Financial Modeling \$18,970

Activity

- Model cost information for the progressive implementation of the strategies from Task 3, as laid out on the Roadmap in Task 7.

Task 8 – Draft and Final Report \$49,610

- The DT will assemble a report summarizing all the effort and findings of the project.

## Task 9 – Project Management, Meetings, etc. \$41,803

- Monthly meetings held as workshops, collaboration meetings, and project updates.
- Quality assurance and customer service.
- Invoicing, update reports, and routine communications.
- Notes and documentation as required.



## 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)**

**Exhibit D**



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

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

Solid Waste Community Recycling Drop off Center, Mixed Waste Processing

Contract No.: RFQ 22-D-00039 Contract Name: Facility and Materials Recovery Facility and Yard Waste Mulching Facility Design  
 Company Name: Enviro-Services & Constructors, Inc. dba BRT Design & Construction Address: 1 Huntington Quadrangle, Suite 3501, Melville, NY 11747  
 FEDERAL ID: 11-3379726 Phone: 631-756-1060 Fax: 631-756-1064 Email: negosi@rttenviro.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
W 030381059	ASI, American Surveying, Inc. 4847 North Florida Avenue Tampa, Florida 33603	No Response	925	P & E	Declined to join
W 203349395	Klar and Klar Architects, Inc 28473 U.S. Hwy 19 N., Suite 602, Clearwater, FL 33761	No Response	906	P & E	Declined to join

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

Signed:  Name/Title: Nathiel G. Egosi, P.E., President April 14, 2023  
Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive



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.: RFQ 22-D-00039 Contract Name: Solid Waste Community Recycling Drop off Center, Mixed Waste Processing Facility and Materials Recovery Facility and Yard Waste Mulching Facility Design  
 Company Name: Enviro-Services & Constructors, Inc. dba RRT Design & Construction Address: 1 Huntington Quadrangle, Suite 3501, Melville, NY 11747  
 Federal ID: 11-3535979 Phone: 631-756-1060 Fax: 631-756-1064 Email: negosi@rrtenviro.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 %
Federal ID					
W	Madrid Engineering Group, Inc. d/b/a Madrid CPWG 3918 N. Highland Avenue, Tampa, FL 33603 p. 813-361-2644   f. 813-223-2469   mike.smith@madridcpwg.com	CF	925	Not Applicable	20% of labor
59-3156722					
O	FleischmanGarciaMaslowski Architecture 324 Hyde Park Avenue, Suite 300, Tampa, FL 33606 p. 813-251-4400   marcel@fgmfla.com	CM	906	Not Applicable	12% of labor
59-1400667					

**Total ALL Subcontract / Supplier Utilization \$** 135,710  
**Total SLBE Utilization \$** N/A  
**Total WMBE Utilization \$** 84,310  
**Percent SLBE Utilization of Total Bid/Proposal Amt.** N/A % **Percent WMBE Utilization of Total Bid/Proposal Amt.** 17%

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: Nathiel G. Egosi, P.E., President Date: April 14, 2023

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

## Exhibit E - 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 valued at \$2M or less; if valued over \$2M, a general aggregate limit that equals or exceeds the Agreement's value. If a general aggregate limit applies, it shall apply separately to the project/location (ISO CG 25 03 or 25 04 or equivalent). (ALWAYS APPLICABLE)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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