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RESOLUTION NO. 2020 - 877

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$325,402 BETWEEN THE CITY OF TAMPA AND PCL CONSTRUCTION, INC. IN CONNECTION WITH CONTRACT 20-C-00015; BAYSHORE PUMPING STATION REHABILITATION DESIGN-BUILD- DESIGN AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE

WHEREAS, via the competitive selection process in accordance with Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act and consistent with Federal procurement policies, as applicable, the City of Tampa ("City") selected PCL Construction, Inc., ("Consultant") to provide professional services in connection with Contract 20-C-00015; Bayshore Pumping Station Rehabilitation Design-Build- Design, ("Project") as detailed in the Agreement for Consultant Services ("Agreement"); and

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

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

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

Section 1. That the Agreement between the City of Tampa and PCL Construction, Inc., in connection with Contract 20-C-00015; Bayshore Pumping Station Rehabilitation Design-Build- Design, as detailed in said Agreement, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in substantially similar form.

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

Section 3. This resolution provides funding in the amount of \$325,402 for a professional services contract to PLC Construction, Inc. for the Bayshore Pumping Station Rehabilitation project for use by the Wastewater Department within the Wastewater Bonds -- Series 2020 Capital Projects Fund.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON DEC 17 2020

ATTEST: 
CITY CLERK/DEPUTY CITY CLERK


CHAIRMAN/CHAIRMAN PRO-TEM CITY COUNCIL

PREPARED AND APPROVED AS TO
LEGAL SUFFICIENCY BY:

ASSISTANT CITY ATTORNEY

PLW20-65812

AGREEMENT FOR DESIGN-BUILD INITIAL SERVICES

THIS AGREEMENT, made and entered into at Tampa, Florida, this _____ day of _____, 2020, by and between the City of Tampa, a municipal corporation of the State of Florida, hereinafter referred to as "City", and the following entity authorized to do business in the State of Florida: PCL Construction, Inc, hereinafter referred to as "Firm", with an FIEN of 20-3598843.

WITNESSETH:

WHEREAS, the City desires to engage the Firm to perform certain services pertinent to such work which shall be referred to as Contract 20-C-00015; Bayshore Pumping Station Rehabilitation Design-Build- DB "Project" in accordance with this Agreement; and

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

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

I. GENERAL SCOPE OF THIS AGREEMENT

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

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

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

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

II. DATA AND SERVICES TO BE PROVIDED BY THE CITY

The City shall provide:

A. Available plans and specifications of existing construction.

B. Ground topography.

III. PERIOD OF SERVICE

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

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

IV. GENERAL CONSIDERATIONS

A. All original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that first 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 \$320,402 in accordance with **Exhibit B**.

A Lump Sum with an Allowance for Additional Services with a total compensation not to exceed \$325,402 the actual total amount of which will be equal to the lump sum of \$320,402 plus those amounts, if any, not to exceed \$5,000 properly charged against the Allowance for Additional Services.

VI. PAYMENT

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

VII. RECORDS

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

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

VIII. PERSONNEL

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

IX. SUSPENSION, CANCELLATION OR ABANDONMENT

Suspension, cancellation or abandonment of this Agreement shall be necessitated if any of the following occur: unauthorized disclosure of City confidential information, procedures or activities; failure of the Firm to 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. Firm should also be compensated for any suspension costs and/or costs to resume activities following suspension.

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 wrongfully disclosed City confidential information, procedures or activities; or the Firm fails to adequately, timely and appropriately perform the services required by this Agreement to the satisfaction of the City, or other similar cause.

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

B. Termination for Convenience.

The City may reduce the scope of work or terminate work under this Agreement or amendment to this Agreement without cause; in the event of such scope reduction or termination other than for cause, the City shall compensate the Firm for services properly performed through the date of such reduction in scope or termination, which date shall be fixed in written notice from the City and which date shall be not sooner than fifteen (15) days after notice. Notwithstanding such termination or reduction in scope, the City shall be entitled to receive from the Firm upon request any and all information related to the Project and the City shall preserve and protect all such

information and assure ready access thereto by the Firm in connection with resolution of the amount due to the Firm. The City, at its own discretion, shall be entitled to direct the Firm to terminate any or all the Firm's subcontracts or subconsulting agreements. In the event the project is terminated for convenience pursuant to this Article, the Firm shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the Firm's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the City.

XI. INSURANCE

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

XII. INTERESTS OF MEMBERS OF THE CITY

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

XIII. INTEREST OF THE FIRM

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

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

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

XIV. COMPLIANCE WITH LAWS

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

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

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

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

E. The Firm agrees to comply with the requirements of the Secretary of Labor in accordance with the

Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standard insofar as those acts apply to the performance of this Agreement:

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

XV. ASSIGNABILITY

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

XVI. EQUAL EMPLOYMENT

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

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

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

XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM

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

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

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

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

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

XVIII. CODE OF ETHICS

In connection with this Agreement, the Firm hereby covenants and agrees that it shall comply with all applicable government laws, statutes, rules and regulations including, without limitation, the City of Tampa's Code of Ethics. Pursuant to Section 2-522 of the City of Tampa Code, the Firm acknowledges that if it fails to comply with the

City of Tampa's Code of Ethics, such a failure shall render this Agreement voidable by the City and subject the Firm to debarment from any future City contracts or agreements.

XIX. NEGATION OF AGENT OR EMPLOYEE STATUS

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

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

XX. SEVERABILITY

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

XXI. CHOICE OF LAW

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

XXII. DESIGNATION OF FORUM

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

XXIII. AUTHORIZATION

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

XXIV. ENTIRE AGREEMENT

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

XXV. INDEMNIFICATION

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

XXVI. ESTOPPEL/WAIVER

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

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

XXVII. AUDIT REQUIREMENTS.

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

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

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

State Single Audit: Each nonstate entity shall comply with all applicable requirements of section 215.97, F.S., and Audit Requirements. A State single audit is required if 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

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

XXIX. BUDGET APPROPRIATIONS

The City is subject to Section 166.241, Florida Statutes, and is not authorized to contract for expenditures in any fiscal year except in pursuance of budgeted appropriates. With respect to this Agreement, the City has budgeted

and appropriated sufficient monies to fund the City's obligations under this Agreement. The obligations of the City hereunder shall not constitute a general indebtedness of the City within the meaning of the Florida Constitution.

XXX. SCRUTINIZED COMPANIES

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

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

XXXI. PUBLIC RECORDS

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

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

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

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

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

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

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

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

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

XXXII. FIRM EMPLOYEES

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

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

PCL, CONSTRUCTION, INC.

CITY OF TAMPA, FLORIDA

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

By: _____
Jane Castor, Mayor (SEAL)

ATTEST:

By: _____
Shirley Foxx-Knowles, City Clerk

Approved as to Legal Sufficiency and authorized
by Resolution No. _____.

Assistant City Attorney



Exhibit A

INITIAL PHASE SCOPE OF SERVICES

City of Tampa

Bayshore Pumping Station Rehabilitation Design-Build

1. PROJECT DESCRIPTION

The Bayshore Pumping Station (PS) was placed into service in 1955. Although the station has undergone rehabilitations and improvements since the original construction, several of the station's components have reached the end of their useful life. The station currently uses (2) pumps. These pumps are controlled by variable frequency drives and are both rated at 5,300 gallons per minute (GPM) and are 200 horsepower (hp) each. The station discharges through a force main consisting of 24-inch pipe that connects with the 48-inch force main that serves the San Carlos Pumping Station. This force main discharges directly to the Howard F. Curren Wastewater Treatment Plant. Most of this equipment is currently in operable condition; however, there have been several equipment failures that have required repairs to maintain the reliability of the pumping station. In addition, with the use of 2 pumps and critical service that the station provides, there is not sufficient redundancy during times when a pump is inoperable due to equipment failures.

The CITY of Tampa (CITY) has selected PCL Construction (FIRM) to provide Design-Build Services to complete the rehabilitation of the Bayshore PS. The rehabilitation of the Bayshore PS shall consist of the replacement of pumps, motors, pump discharge valves, electrical and control components, flow meter, and other equipment needed to restore station reliability and provide improved operations. The Design-Build services shall also include the installation of new equipment and improvements to increase reliability and reduce maintenance, which could include reconfiguring the station to accommodate the use of submersible pumps. Building additions and other improvements may also be needed to accommodate the selected equipment and to meet the regulatory and resiliency requirements associated with the station's location.

The initial phase of the project will include evaluation of potential alternatives for final design, which will be documented in a Preliminary engineering report (PER). At the completion of the PER, this agreement will be amended to complete the development of final design documents and a guaranteed maximum price (GMP).

2. PROJECT OBJECTIVES

The CITY has prepared the Design Criteria Package for RFQ: 20-C-00015 Design-Build Services related to Bayshore Pumping PS. It is the CITY's intent that the rehabilitation be accomplished through a design-build approach and be completed through the development and execution of a GMP proposal.

3. PROJECT TASKS

Task 100 Project Management

The FIRM shall be responsible for overall coordination and management of the tasks identified in the scope of services throughout the duration of the Project.

The FIRM shall complete the following Project Management subtasks:

- o Set up and maintain Project Files and Systems
- o Provide monthly progress reports and schedules
- o Issue subcontracts to subconsultants
- o Obtain insurance certifications for all parties
- o Develop and submit monthly pay applications
- o Process monthly subconsultants payments and obtain releases

Attend Project Meetings The FIRM shall conduct project meeting workshops. It is anticipated that six (6) project review workshops will be conducted to present a summary of the Project findings. The workshops are:

- Evaluation and Pumping Capacity Review Workshop (Task 310)
- PS Alternatives Analysis Review Workshop (Task 320)
- Electrical and Control Systems Analysis Review Workshop (Task 330)
- PS Ancillary Systems and Aesthetics Review Workshop (Task 340)
- Preliminary Engineering (PER) Review Workshop (Task 420)
- Public Engagement and Outreach Review Workshop (Task 500)

The FIRM shall perform various quality management (QM) activities throughout this scope of services. Specific components of QM will include the identification of project personnel responsible for the quality reviews; schedule of milestones and review dates; project standards and design calculations management. Efforts will include the review of the applicable design criteria, conditions, and assumptions; design calculations; preliminary equipment design conditions; and updated equipment and instrumentation list.

The QM reviews will include a review of the plans, specifications, and typical details for conformity with the local, state and federal guidelines; internal coordination between the disciplines (structural, mechanical, instrumentation and control (I&C) and electrical) drawings and specifications; as well as external coordination to incorporate CITY comments accordingly.

The FIRM shall maintain a Design Trend Log, to be stored electronically at a commonly accessible location. This log will be used to identify any new/additional design tasks that are a result of the Workshops or critical design meetings and are outside the original scope. The FIRM shall be responsible for estimating the impact of the changes in the Log.

The FIRM will be responsible for overall coordination and management of the design tasks identified in the scope through its assigned Project Manager (PM). The PM's efforts will be focused on completion of

tasks and submittal of deliverables according to the project schedule and budget, staffing, facilitating Quality Assurance and Quality Control (QA/QC), Value Engineering (VE) discussions and constructability reviews and identifying and communicating to the CITY any issues that arise, which may impact project progress.

The FIRM shall prepare monthly progress reports in support of invoices, to describe the work completed during the previous reporting period, anticipated work for the following period, current budget and schedule status, input to the project risk, trend and change log and any project issues requiring discussion or resolution. The format and content of the invoice shall be in accordance with CITY requirements and be approved by the CITY.

The FIRM will perform regular internal coordination calls with the team, and communicate with the CITY, as needed, for general coordination of the project's progress, technical decisions and communication updates.

The FIRM will keep QA/QC comment logs for both internal and CITY reviews.

The FIRM's PM will manage the agreed budget and scheduling aspects of the tasks identified herein, for the duration of the Project Schedule.

DELIVERABLES:

- Monthly Progress Reports
- Monthly invoices
- Monthly Project Schedule Updates
- QA/QC Comment Logs (electronic format)

Task 200 Project Data Collection

The FIRM will obtain and review all available reference information from the CITY, about the Bayshore Pumping Station, including record drawings and hydraulic evaluations available.

Task 300 Collaborative Workshops

The FIRM will prepare for and conduct four (4) collaborative workshops with the CITY, which will cover specific elements of the design of the modifications to this existing pumping station, during which the FIRM will present the results of the initial investigations on each of the design topics covered at the specific workshop, and provide options and recommendations as to how to proceed with the final design. These options and recommendations will be evaluated by the CITY during the workshop, and discussed amongst all attendees in a collaborative manner, for the CITY to ultimately express their preferences on how to proceed with the next phase of the design.

The FIRM will capture the CITY expressed preferences and document them in meeting minutes. The draft meeting minutes will be issued to the CITY for comments, and with comments received within a week of

the date the draft minutes were issued, the FIRM will issue the final minutes, which will serve as reference information for the preparation of the Preliminary Engineering Report (PER), under Task 400.

Prior to each workshop, the FIRM will prepare a meeting agenda and a slides deck to guide the conversation through the workshop.

Task 310 Pumping Station Capacity Workshop

Modifications to the existing pumping station will take into consideration both the current operating conditions, as well as potential future growth requirements, in terms of required pumping station capacity, and the FIRM will use the existing available hydraulic study and data from the Geographic Information System (GIS), to identify additional data required to complete this capacity evaluation. Once all the data is collected, the FIRM will complete a review of this data, and suggest recommended targets for pump station capacity, which will be presented and discussed during this workshop.

It is not the intent of the initial review to prepare a revised hydraulic modelling for the collection basin of this pumping station, but rather identify the validity of the most current data, and propose specific updates based on up to three (3) growth scenarios.

MEETINGS AND SITE VISITS:

- One site visit by up to (2) people is planned in preparation for the workshop.
- One review workshop will take place to discuss the initial findings and recommendations with the CITY.

The FIRM will document the site visit findings for reference during the workshop.

DELIVERABLES:

- Slide deck (Electronic PPT file)
- Draft Workshop Meeting Minutes (Electronic PDF file)
- Final Workshop Meeting Minutes (Electronic PDF file)

Task 320 Pumping Station Alternatives Configurations Workshop

The objective of this task is to review modifications to the existing infrastructure which would improve the current operation and meet the capacity targets, within the existing physical and budgetary constraints of this project.

The review will focus on the following alternatives:

1. Conversion of the existing PS into a wet well for installation of submersible pumps.
2. Modification of the existing pumping station keeping dry/wet pit configuration.

3. Relocation of pumping station to a nearby site¹.

In addition to the pumps associated with each alternative, the evaluation will also include options for screening (when required).

Specific elements that will be evaluated and discussed in the workshop for each of these alternatives are:

- a. Ability to meet capacity and redundancy requirements defined by the CITY
- b. Ability to maintain wastewater service during construction.
- c. Required major structural, architectural, electrical and control modifications
- d. Constructability
- e. Resiliency of the installation
- f. Community Impact
- g. Probable Construction Cost

In addition to the evaluation of the pumping station itself, this workshop will cover the evaluation and preliminary recommendations for the replacement of approximately 500 ft of an existing 18" Forcemain, currently out of service, which connects the Bayshore pumping station with a sewer manhole, located along the median in Bayshore Boulevard. The evaluation will address the following elements:

- a. Pipe material and size
- b. Pipe alignment
- c. Construction method

For each option, the FIRM will perform a hydraulic analysis and present the results on the workshop, on the preferred combination and preliminary selections of pumps, to meet the required capacity, along with the operational strategy for running this pumping station under minimum, average and peak flow conditions established as the design basis during the pumping station capacity workshop

For each alternative, the FIRM will present the findings and recommendations during the workshop for the CITY to identify their preferences.

MEETINGS AND SITE VISITS:

- Two site visits by up to (4) people are planned in preparation for the workshop.
- One review workshop will take place to discuss the analysis and recommendations with the CITY.

The FIRM will document the site visit findings for reference during the workshop.

¹ Efforts associated with the evaluation of this option, will be limited to obtaining enough information to provide a discussion of the construction challenges, limited available land, large costs and community impacts.

DELIVERABLES:

- Slide deck (Electronic PPT file)
- Draft Workshop Meeting Minutes (Electronic PDF file)
- Final Workshop Meeting Minutes (Electronic PDF file)

Task 330 Electrical and Control Systems Improvements Workshop

Based on the initial investigations of available record information and site visits, along with input provided by the CITY in the previous workshops, the FIRM will identify proposed improvements for the reconfiguration of the electrical and control systems, to match the CITY standards.

In preparation of the workshop, the FIRM will conduct a site visit to assess the pump station's electrical feed systems, specifically with regards to power company (TECO) feed, standby power and electrical distribution for the proposed improvements. Proposed drives, motors, and distribution raceways and duct banks will be coordinated with CITY preferences for variable frequency drives, motor protection features, and construction materials. A list of required motor horsepower, types of drives, and recommended conduit/cabling requirements will be provided for each of the recommended improvements. The ENGINEER will develop preliminary one-line diagrams to depict power distribution to the equipment, which will be presented as support for the discussions during the workshop.

From the point of view of the pump station controls, the FIRM will provide recommendations to be included in the design to incorporate the facility improvements into the new control system, select the proposed process control instruments associated with the improvements, upgrade the Remote Telemetry Unit (RTU) system to match on-going work efforts being completed by the CITY, and develop the proposed control strategies for the new and improved process systems.

Specific elements which will be reviewed during the workshop are:

- Preliminary power requirements and assessment of existing available power supply.
- Coordination needs with the local electrical company
- Backup (UPS) and emergency power (generator) requirements
- Preliminary sizing of electrical equipment for installation either in the current location or a new separate above ground structure
- Preliminary one-line diagram
- Integration of controls into the CITY's existing SCADA system
- Control hierarchy and amount of monitoring and control at the local and remote levels
- Type and redundancy need of instrumentation for operations and maintenance, and mandated by permit conditions
- Preliminary control narrative and sequence of operation of the pumping station
- Preliminary process and instrumentation diagram (P&ID) for the pumping station
- Preliminary SCADA network diagram
- Housing requirements for new and relocated electrical equipment, including space and access requirements and development of a schematic building layout, with considerations for flood

elevation and to blend in and integrate to be consistent with the aesthetics and current surroundings.

MEETINGS AND SITE VISITS:

- Two site visits by up to (3) people are planned in preparation of the workshop.
- One review workshop will take place to discuss the analysis and recommendations with the CITY.

The FIRM will document the site visit findings for reference during the workshop.

DELIVERABLES:

- Slide deck (Electronic PPT file)
- Draft Workshop Meeting Minutes (Electronic PDF file)
- Final Workshop Meeting Minutes (Electronic PDF file)

Task 340 Pumping station Ancillary Systems and Aesthetics Workshop

With input from the CITY, provided during the previous workshops, relative to their preferences to upgrade this pumping station, the FIRM will develop an analysis of the alternatives for proposed improvements on ancillary systems and aesthetics, which will present options and recommend modifications (when applicable) to the following design elements:

- Pumping station Access for Operations & Maintenance
- Discharge Pipe Valves and Meter Location
- Pumping station Heating, Ventilation and Air Conditioning (HVAC)
- Pumping station Architectural features and Aesthetics

Options that are going to be evaluated for each design element, and later presented at the workshop are:

A. Pumping station Access for Operations & Maintenance

1. Subway emergency exit style
2. Dual leaf hatch
3. Single leaf hatch

B. Discharge Pipe Valves and Meter Location

1. Above ground
2. Below ground

C. Pumping station Heating, Ventilation and Air Conditioning (HVAC)

1. Keep current system, upgrade it or build a new one.
2. Needs for HVAC on separate electrical and controls room (if selected)

D. Pumping station Architectural Features and Aesthetics

The analysis will focus on an evaluation of the architectural requirements and alternatives which best blend the selected design with the surrounding area, including the evaluations of:

1. Existing structure architectural improvement options
 - Investigate existing conditions of building materials and access
2. Landscape architectural features options
 - Coordinate landscape design elements with the CITY
 - Develop schematic landscape design 3D model to illustrate desired aesthetic
 - Identify landscape planting and irrigation requirements

Specific elements to be considered for the analysis and recommendations are:

- a. Ability to meet O&M and redundancy requirements
- b. Constructability
- c. Resiliency of the installation
- d. Community Impact

The FIRM will prepare the Probable Construction Cost estimates and Constructability evaluations.

Renderings based on a 3D model, showing the implementation of the proposed alternatives will be prepared by the FIRM, and shared with the CITY during the workshop.

MEETINGS AND SITE VISITS:

- Two site visits by up to (3) people are planned in preparation for the workshop.
- One review workshop will take place to discuss the analysis and recommendations with the CITY.

The ENGINEER will document the site visit findings for reference during the workshop.

DELIVERABLES:

- Slide deck (Electronic PPT file)
- Draft Workshop Meeting Minutes (Electronic PDF file)
- Final Workshop Meeting Minutes (Electronic PDF file)
- Up to four (4) 11"x17" Renderings (Electronic PDF file and Paper Copies)

Task 400 Preliminary Engineering Report (PER)

Task 410 Draft Preliminary Engineering Report (PER) & OPCC

Following the completion of all previous workshops, the ENGINEER will develop a Draft Preliminary Engineering Report (PER). The purpose of this PER is to identify the design criteria which will be used as the basis for subsequent final design documents.

The Draft PER will be organized by sections associated with each discipline intended to be involved in the design. As such, the proposed elements of the PER will consist of:

1. Project objectives
2. Process-Mechanical Design Criteria
 - 2.1. Pumps
 - 2.2. Screening
 - 2.3. Discharge Piping
3. Civil Design Criteria
 - 3.1. Survey and Subsurface Utility Investigation
 - 3.2. 18" Forcemain replacement
 - a. Pipe material and size
 - b. Pipe alignment
4. Structural Design Criteria
 - 4.1. Geotechnical Investigation
 - 4.2. Lead and Asbestos Survey
 - 4.3. Applicable Building Code
 - 4.4. Design Loads
 - 4.5. Structural Design Methods and Assumptions
 - 4.6. Materials of Construction
 - 4.7. Structure Descriptions
5. Electrical Design Criteria
 - 5.1. Loads Summary
 - 5.2. Power Supply Source
 - 5.3. System Voltage Needs
6. Instrumentations and Control Design Criteria
7. HVAC Design Criteria
8. Architectural Design Criteria
 - 8.1. Building Code Requirements
 - 8.2. Materials for Construction and Rehabilitation
9. Landscape Architecture Design Criteria
 - 9.1. Landscape Planting Materials
 - 9.2. Planting and Irrigation Requirements
 - 9.3. Design Aesthetic Illustration
10. Permitting
11. Opinion of Probable Construction Cost (OPCC)
12. Construction Approach and Sequence of Construction
13. Updated Project Schedule

OPCC estimates and Construction approach will be provided by the FIRM.

No construction drawings or specifications will be issued with the PER, although preliminary equipment layout drawings and a proposed list of drawings and specifications to develop during Final Design will be included for each discipline. Additionally, a copy of the 3D model developed to this preliminary level of detail will be provided to the CITY for reference in Navisworks and 3D PDF formats.

In Addition, up to 4 rendering views of the 3D model, showing from the outside of the pumping station with the alternatives previously selected by the CITY will be provided with this report.

The draft PER will be issued for review by the CITY.

Task 420 PER Review Meeting

Following the review by the CITY, and 2 weeks after the Draft PER is issued, the FIRM will hold a review meeting to discuss any comments or questions from the reviewers, and collect comments to the draft PER. Meeting minutes will be prepared for the meeting.

Task 430 Final PER & Final OPCC

Following the review workshop with the CITY, the FIRM will make the necessary updates to the draft PER, and issue a final PER documenting final design criteria elements agreed on to move forward into Final Design.

DELIVERABLES:

- Draft PER (Electronic PDF Submittal).
- Final PER: Based on comments received from the CITY. The FIRM will revise and submit a Final PER (Electronic PDF Submittal).
- Meeting minutes for the review meeting listed under this task.

Task 500 Public Engagement and Community Outreach

Public Engagement and Community Outreach Plan

The FIRM with engagement of the CITY, will prepare a public engagement and community outreach plan based on the PER to inform and gain support from the surrounding communities for the design and construction of the proposed project.

The public engagement and community outreach plan shall include:

- Identification of the stakeholders potentially affected by this project
- Preparation of all materials needed for public meetings, such as handouts, comment cards, sign-in sheets, press release, graphic display boards, etc.
- Scheduling and informing stakeholders of public meetings
- Attending public meeting(s)
- Preparing project fact sheets, graphic display boards and social media information
- Coordination with CITY staff
- ADA Compliance for all meetings
- Additional items that may be necessary to provide for the public engagement and community outreach plan

Public Engagement and Community Outreach Plan Meeting

After the public engagement and community outreach plan is submitted and following the 2-week review period by the CITY, the FIRM will hold a review meeting to discuss any comments or questions from the reviewers and collect comments.

Final Public Engagement and Community Outreach Plan

Following the review workshop with the CITY, the FIRM will make the necessary updates to the public engagement and community outreach plan and issue a final public engagement and community outreach plan documenting the approach for the design and construction of the proposed project.

Public Engagement Workshop

The FIRM will host a Public Engagement Workshop. The workshop will be conducted by the FIRM to present the project and to gather data, comments and feedback from the attendees. The information will be documented in a report format and will be utilized for the continued public outreach efforts during Design and Construction of the proposed project.

The FIRM will be responsible for the following:

- Identifying an ADA compliant facility
- Preparing and distributing public engagement workshop notifications via USPS mailouts, E-mail, etc.
- Preparing handouts, fact sheet, comment cards, sign-in sheets, press release, graphic display boards, etc.
- Providing public engagement workshop notification information to the CITY for posting to their social media platforms and CITY website
- Set-up and breakdown of workshop
- Staffing sign-in table and assisting attendees
- Photographing public engagement workshop (to include in summary report)
- Compiling comments received and providing to project team and CITY (for response if needed)
- Preparing public engagement workshop summary report

Workforce Development Plan (Allowance)

Workforce Development Plan (Allowance)

The FIRM's reporting of its Workforce Development Plan elements, as described in RFQ 20-C-00015, is included in the Project Management in Task 100; however, should the CITY impose additional

requirements over and above the FIRM's existing Workforce Development Plan, this allowance may be used.

Additional requirements could include, but not be limited to, development of action plans specific to this project, development of new metrics to support the CITY's Transforming Tampa's Tomorrow (T3) Program or setting up a new training center(s) specific to the project needs. Finally, the FIRM, shall seek grant assistance such as Coronavirus Aid, Relief and Economic Security (CARES) Act funding to mitigate any additional costs to the CITY.

4. GENERAL ASSUMPTIONS AND EXCLUSIONS

1. Scope of services for this phase does not include any construction or procurement of equipment activities.
2. No construction drawings or specifications will be developed as part of the TMs or PER. Instead, preliminary drawings, mark-ups on existing drawings or depictions of the 3D model will be used to convey certain ideas which require a graphic representation in these documents.
3. Number of alternatives to be evaluated in each Workshop is limited to the specific ones listed in this scope of work.
4. The CITY will provide available drawings, as-built drawings, survey documents, underground utility investigations, and geotechnical investigations of the existing facilities. CITY will provide available background information to the FIRM in electronic, native-file or *.PDF format.
5. Equipment condition will not be assessed as part of this effort.
6. The software utilized for this project will include the following.
 - a. Document Management of Drawings – SharePoint
 - b. Computer Aided Drafting – Autodesk Revit 2019 for all disciplines
 - c. Document Reviews – Bluebeam Revu 2018
 - d. Hydraulic Model – PIPE-FLO
 - e. Other Files (Slide decks, Calculations, meeting notes, Email, etc.) – Microsoft Office 365
 - f. Conference Calls and Video Communication – Microsoft Teams

5. COMPENSATION

As described in Exhibit B

6. PROJECT SCHEDULE

All work included in this scope of services will be completed within 6 months from the Notice to Proceed.

Task	Calendar Days from NTP
Task 100 Project Management	185
Task 200 Project Data Collection	5
Task 300 Collaborative Workshops	110
Task 400 Preliminary Engineering Report (PER)	185
Task 500 Public Engagement Workshop	212

Below is the schedule of major deliverables:

Project Deliverables	Calendar Days from NTP
Task 310 Pumping Station Capacity Workshop	23
Task 310 Pumping Station Capacity Draft Meeting Minutes	26
Task 310 Pumping Station Capacity Final Meeting Minutes	38
Task 320 Pumping Station Alternative Configuration Workshop	52
Task 320 Pumping Station Alternative Configuration Draft Meeting Minutes	57
Task 320 Pump Pumping Station Alternative Configuration Final Meeting Minutes	67
Task 330 Electrical & Control Systems Improvement Workshop	81
Task 330 Electrical & Control Systems Improvements Draft Meeting Minutes	86
Task 330 Electrical & Control System Improvement Final Meeting Minutes	96
Task 340 Pumping Station Ancillary& Aesthetics Workshop	95
Task 340 Pumping Station Ancillary& Aesthetics Draft Meeting Minutes	100
Task 340 Pumping Station Ancillary& Aesthetics Final Meeting Minutes	110
Task 410 Draft PER	162
Task 420 PER Workshop	177
Task 430 Final PER	185
Task 500 Draft Public Engagement and Community Outreach Plan	183
Task 500 Final Public Engagement and Community Outreach Plan	204
Task 500 Public Engagement Workshop	212

Exhibit B – Fee Summary

City of Tampa

Bayshore Pumping Station Rehabilitation Design-Build

Contract 20-C-00015

For performing the services identified within Exhibit A, a Lump Sum with an Allowance for Additional Services with a total compensation not to exceed \$ 325,402.00, the actual total amount of which will be equal to the lump sum of \$ 320,402.00 plus those amounts, if any, not to exceed \$ 5,000.00 properly charged against the Allowance for Additional Services, has been established for the work described. Invoices will be submitted monthly, based on progress with the tasks described in the Scope of Services and summarized below.

A. Scope of Services Summary:

Task 100	Project Management	\$	43,142	LS
Task 200	Project Data Collection	\$	4,544	LS
Task 300	Technical Memoranda	\$	114,960	LS
Task 400	Basis of Design Report	\$	131,654	LS
Task 500	Public Engagement and Community Outreach	\$	26,102	LS

Allowances for Additional Services:

Workforce Development	\$	5,000	NTE
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TOTAL FEE **\$ 325,402**

EXHIBIT D

City of Tampa's Equal Business Opportunity Program Procedures for Construction Management and Design-Build Projects

- Prior to the time goals are set, the Construction Manager (CM) or the Design-Builder (D-B) provides information on subcontract packages planned (via the Project Task Worksheet) and their sequencing.
- The CM (or D-B) participates in a meeting to establish aspirational goals for SLBE or W/MBE subcontractor participation for the project.
- For each subcontracting package to be bid, the CM (or D-B) confirms with the MBD Office, the list of available SLBE or W/MBE firms to be solicited.
- The CM (or D-B) documents notification of all potential subcontractors, including the SLBE or W/MBE firms identified above
- 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.
- 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.
- 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 with copy of executed agreement or purchase order as documentation.
- 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.



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

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

Contract No.: 20-C-00015 Contract Name: Bayshore Pumping Station Rehabilitation Design-Build
 Company Name: PCL Construction, Inc. Address: 1 N. Dale Mabry Highway, Suite 300, Tampa, FL 33609
 Federal ID: 20- 3598843 Phone: 813-425-1440 Fax: 813-961-1575 Email: mramos@pcl.com

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

- No Firms were contacted or solicited for this contract.
- No Firms were contacted because: _____
- See attached list of additional Firms solicited and all supplemental information (List must comply to this form)

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

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

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
S, W 33-1142500	Valerin Group, 3903 Northdale Blvd. #100E, Tampa, FL 33624 P: 813.751.0478 valeriec@valerin-group.com	HF	912	E	Y
W 81-4903226	ECHO UES, 16514 N. Dale Mabry Hwy. Tampa, FL 33618 P: 888.778.ECHO info@echoues.com	HM	925	P	Y
W 59-3425954	Rocha Controls, 5025 W. Rio Vista Ave. Tampa, FL 33634 P: 813.628.5584 F: 813.664.6713 rocha@rochacontrols.com	BM	925	E	Y
W 59-3154723	Tierra, Inc., 7851 Temple Terrace Hwy. Tampa, FL 33634 P: 813.989.1354 F: 813.989.1355 jdistefano@tierraeng.com	HM	925	E	Y
W 83-1509290	Juturna Consulting, LLC, 115711 Mapledale Boulevard, Suite B Tampa, FL 33624 P: 813.968.6659 sfolsom@juturnaconsulting.com	CF	925	E	Y
S, W 59-3359574	Ariel Business Group, Inc., 3706 W. McKay Ave., Suite B Tampa, FL 33609 P: 813.207.0003 F: 813.286.7037 thomas@arielbusinessgroup.com	BM	912	E	Y
O 59-3294430	Secord Contracting Corporation, 4812 N Coolidge Ave. Tampa, FL 33614 P: 727.433.5363 rmcole.eng@gmail.com	N/A	914	E	Y

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

Signed: [Signature] Name/Title: Mauricio Ramos, Area Manager Date: 10/30/2020

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



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

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

Contract No.: 20 -C-00015 Contract Name: Bayshore Pumping Station Rehabilitation Design-Build
 Company Name: PCL Construction, Inc. Address: 1 N. Dale Mabry Highway, Suite 300, Tampa, FL 33609
 Federal ID: 20-3598843 Phone: 813-425-1440 Fax: 813-961-1575 Email: mramos@pcl.com

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

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

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

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

No Firms are listed to be utilized because: _____

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

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

S = SLBE W=WMBE O =Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
S,W 33-1142500	Valerin Group, 3903 Northdale Blvd. #100E Tampa, FL 33624 P: 813.751.0478 valeriec@valerin-group.com	HF	912	\$22,240	6.8%
W 81-4903226	ECHO UES, 16514 N. Dale Mabry Hwy. Tampa, FL 33618 P: 888.778.ECHO info@echoues.com	HM	925	\$7,207	2.2%
W 59-3425954	Rocha Controls, 5025 W. Rio Vista Ave. Tampa, FL 33634 P: 813-628-5584 F: 813-664-6713 rrocha@rochacontrols.com	HM	925	\$3,000	0.9%
W 59-3154723	Tierra, Inc., 7351 Temple Terrace Hwy Tampa, FL 33637 P: 813.989.1654 F: 813.989.1655 jdistefano@tierraeng.com	HM	925	\$16,700	5%
W 83-1509290	Juturna Consulting, LLC, 15701 Mapledale Boulevard, Suite B Tampa, FL 33624 P: 813.968.6659 sfolsom@juturnaconsulting.com	CF	925	\$6,000	1.8%
S,W 59-3359574	Ariel Business Group, Inc., 3706 W. McKay Ave., Suite B Tampa, FL 33609 P: 813.207.0003 F: 813.286.7037 thomas@arielbusinessgroup.com	BM	912	\$5,000	1.5%
O 11-2167170	Stantec Consulting Services, Inc. 777 Harbour Island Blvd., Suite 600, Tampa, FL 33602. 813.223.9500, kenneth.broome@stantec.com	N/A	925	\$158,530	65%

Total ALL Subcontract / Supplier Utilization \$ 242,677

Total SLBE Utilization \$ 27,240

Total WMBE Utilization \$ 60,147

Percent SLBE Utilization of Total Bid/Proposal Amt. 8.37 % Percent WMBE Utilization of Total Bid/Proposal Amt. 18.5%

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: Mauricio Ramos, Area Manager Date: 10/30/2020

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

Forms must be included with Bid / Proposal



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

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

Contract No.: 20 -C-00015 Contract Name: Bayshore Pumping Station Rehabilitation Design-Build
 Company Name: PCL Construction, Inc. Address: 1 N. Dale Mabry Highway, Suite 300, Tampa, FL 33609
 Federal ID: 20-3598843 Phone: 813-425-1440 Fax: 813-961-1575 Email: mramos@pcl.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 %
0 59-3294430	Secord Contracting Corporation, 4812 N Coolidge Ave. Tampa, FL 33614 P: 727.433.5363 rmcole.eng@gmail.com	N/A	914	TBU*	N/A
0 59-2363768	BL Smith Electric, 29252 US Hwy 27 Dundee, FL 33838 P: 863.439.7401 F: 863.439.2045 BLS@blsmithelectric.com	N/A	914	TBU*	N/A
O 57-0373224	Arcadis U.S., Inc. 630 Plaza Drive, Suite 200 Highlands Ranch, CO 80129 727.639.5567 david.oconnor@arcadis.com	N/A	925	\$24,000	9.9%
Failure to Complete, Sign and Submit this form with your Bid or Proposal Shall render the Bid on -Responsive. (Do Not Modify This Form)					

Total ALL Subcontract / Supplier Utilization \$ 242,677
 Total SLBE Utilization \$ 27,240
 Total WMBE Utilization \$ 60,147
 Percent SLBE Utilization of Total Bid/Proposal Amt. 8.37 % Percent WMBE Utilization of Total Bid/Proposal Amt. 18.5 %

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: Mauricio Ramos, Area Manager Date: 10/30/2020

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

Forms must be included with Bid / Proposal