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ASmt

RESOLUTION NO. 2020 - 735

**A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$1,000,000 BETWEEN THE CITY OF TAMPA AND GANNETT FLEMING, INC., IN CONNECTION WITH CONTRACT 20-D-00025; HILLSBOROUGH RIVER DAM GENERAL ENGINEERING SERVICES ; 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 Gannett Fleming, Inc. ("Consultant") to provide professional services in connection with Contract 20-D-00025; Hillsborough River Dam General Engineering Services, ("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 Gannett Fleming, Inc., in connection with Contract 20-D-00025; Hillsborough River Dam General Engineering Services 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.** Funding for an Agreement for professional services is available in the amount of \$1,000,000 for use by the Hillsborough River Dam Project within the Water Bonds – Series 2021 Capital Projects Fund.

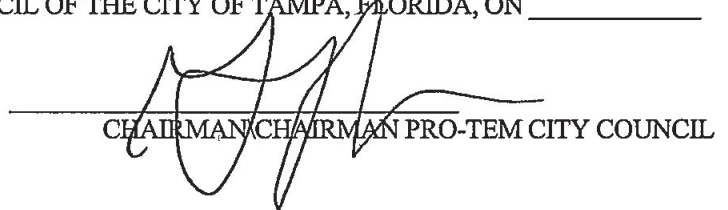
**Section 4.** That other proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

NOV 05 2020

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

ATTEST:

  
CITY CLERK/DEPUTY CITY CLERK

  
CHAIRMAN/CHAIRMAN PRO-TEM CITY COUNCIL

PREPARED AND APPROVED AS TO  
LEGAL SUFFICIENCY BY:

\_\_\_\_\_  
JAN MCCLEAN,  
SENIOR ASSISTANT CITY ATTORNEY

PW20-64945

## AGREEMENT FOR CONSULTANT SERVICES

**THIS AGREEMENT** (“Agreement”) made and entered into at Tampa, Florida, as of the \_\_\_\_ day of \_\_\_\_\_, 2020, which is the date Resolution No. [Reso No.] was adopted authorizing execution of this Agreement, by and between the CITY OF TAMPA, a municipal corporation of the State of Florida, (“CITY”), the address of which is 315 East Kennedy Boulevard, Tampa, Florida 33602, and Gannett Fleming, Inc., a Pennsylvania Consultant authorized to do business in the State of Florida, (“FIRM”), the address of which is 10161 Centurion Parkway, Suite 300, Jacksonville, FL 32256-4122.

### WITNESSETH:

**WHEREAS**, the CITY desires to engage the FIRM to perform certain professional services pertinent to such work which shall be referred to as Contract; 20-D-00025; Hillsborough River Dam General Engineering Services (“PROJECT”) in accordance with this Agreement; and

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

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

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

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

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

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

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

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

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

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

#### **IV. GENERAL CONSIDERATIONS**

A. All original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the FIRM’s services under this Agreement shall become and remain the property of the CITY upon receipt of payment by the FIRM from the CITY for services rendered in connection with the preparation of said sketches, tracings, etc. Where such documents are required to be filed with governmental agencies, the FIRM will furnish copies to the CITY upon request.

B. The CITY acknowledges that the materials cited in Paragraph IV. A. above, which are provided by the

FIRM, are not intended for use in connection with any project or purpose other than the project and purpose for which such materials were prepared without prior written consent and adaptation by the FIRM shall be at the CITY's sole risk, and the FIRM shall have no responsibility or liability therefor.

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

**V. COMPENSATION**

The CITY shall compensate the FIRM for the services performed with this Agreement a lump sum (by task) of \$1,000,000 to be billed in accordance with **Exhibit B**.

**VI. PAYMENT**

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

**VII. RECORDS**

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

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

**VIII. PERSONNEL**

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

**IX. SUSPENSION, CANCELLATION OR ABANDONMENT**

In the event the PROJECT is suspended, cancelled or abandoned, the FIRM shall be given fifteen (15) days prior written notice of such action and shall be compensated for the professional services provided and reimbursable expenses incurred up to the date of suspension, cancellation or abandonment in an amount mutually agreed to by the CITY and

FIRM and supported by back-up documentation.

Upon suspension, cancellation or abandonment hereof, FIRM shall immediately cease work hereunder and shall be compensated for its services rendered up to the time of such cancellation or termination on a quantum meruit basis; and the CITY shall have no further financial obligation to FIRM.

In the event the PROJECT is suspended, cancelled or abandoned, the FIRM shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the FIRM's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the CITY.

## **X. TERMINATION**

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

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

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

## **XI. INSURANCE**

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

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

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

## **XIII. INTEREST OF THE FIRM**

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

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

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

## **XIV. COMPLIANCE WITH LAWS**

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

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

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

D. Truth-In-Negotiation Certification: The FIRM certifies that the wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of the execution of the Agreement of which this Certificate is a part. The original price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the Agreement amount was increased due to inaccurate, incomplete, or non-current wage rates

and other factual unit costs and that such original Agreement adjustments shall be made within one (1) year following the end of the Agreement.

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

**XV. ASSIGNABILITY**

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

**XVI. EQUAL EMPLOYMENT**

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

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

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

**XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM**

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

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

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

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

**XVIII. CITY CODE OF ETHICS**

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

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

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

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

**XX. SEVERABILITY**

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

**XXI. CHOICE OF LAW**

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

**XXII. DESIGNATION OF FORUM**

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

**XXIII. AUTHORIZATION**

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

**XIV. ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement between the parties and there are no promises or understandings other than those stated herein. Exhibits to this Agreement shall be deemed to be incorporated by reference as though set

forth in full herein. In the event of a conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, and unless otherwise specified herein, then this Agreement will prevail.

**XXV. INDEMNIFICATION**

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

**XXVI. ESTOPPEL/WAIVER**

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

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

**XXVII. AUDIT REQUIREMENTS.**

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

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

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

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

**XXVIII. DEFAULT**

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



remedy for the Firm's breach of warranty to the extent of work performed, not for errors or omissions in the professional engineering services prior to cancellation.

#### **XXIX. BUDGET APPROPRIATIONS**

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

#### **XXX. SCRUTINIZED COMPANIES**

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

#### **XXXI. PUBLIC RECORDS**

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

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

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

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

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

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

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

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

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

**XXXII. FIRM EMPLOYEES**

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

**FIRM:**  
[Firm Name]

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

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

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

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

[SEAL]

**ATTEST:**

**CITY:**  
City of Tampa, Florida

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

[SEAL]

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Jan McClean, Senior Assistant City Attorney

# Exhibit A

## SCOPE OF SERVICES

### Hillsborough River Dam Engineering Services

20-D-00025

#### BACKGROUND

The City of Tampa (City) requires the services of Gannett Fleming, Inc. (Firm) to provide professional engineering services relating to the operation and maintenance of the Hillsborough River Dam and the Department's Dam Safety Program.

#### SCOPE OF SERVICES

This project will be managed through a series of subsequently issued task orders ("Task Order"). The Firm will perform a variety of services that may include the following:

##### **Task 1: Engineering Investigations, Evaluations, Analyses, and Designs**

- Conduct multi-disciplinary engineering designs and analyses, including related services encompassing site investigations
- Technical evaluations (proof of concept, feasibility) and design of new facilities
- Refurbishment of existing facilities
- Preparation of engineering reports and construction plans and specifications, as needed.

##### **Task 2: Risk Analyses**

- Evaluate potential failure modes of engineered structures when subjected to various loading conditions, estimated likelihood of occurrence, and corresponding estimated consequences. The analyses are intended to inform decision making by the Water Department and the team regarding the prioritization of funding, repair, remediation, and/or additions to the dam, spillway, and related structures. Activities may involve Qualitative Risk Analyses, Semi-Quantitative Risk Analyses, Potential Failure Mode Assessments, etc.

##### **Task 3: Geotechnical Engineering**

- Soil and rock investigations and laboratory testing for engineering structures
- Soil characterization, analysis, and design including embankment dam and foundation engineering, soil and rock mechanics, engineering geology, geophysics, structural behavior and instrumentation, and slurry walls
- Soil and rock instrumentation evaluation, recommendations and design
- Soil improvement and placement of geo-synthetics, evaluation, recommendations, and design

**Task 4: Hydrologic and Hydraulic Engineering**

- Hydraulic analysis and/or design of spillways, outlet works, and other hydraulic structures and/or features
- Computer modeling to assess flood risk, calculate hydrologic and hydraulic parameters and design hydraulic structures
- Water supply and reservoir yield analysis
- Flood Inundation Mapping updates
- Support to Emergency Action Planning, documentation, and exercise activities
- Hydroelectric power generation design

**Task 5: Structural Engineering**

- Structural analysis and design of dam features and related facilities
- Inspection and condition assessments

**Task 6: Electrical Engineering**

- Design of aerial and underground power distribution systems
- Design of motor controls and motor control centers, interior and exterior lighting, automated control systems using programmable logic controllers and personal computer-based platforms, and arc flash hazard analysis
- Evaluations of electrical equipment and development of operation and maintenance guidance
- Inspection and condition assessments

**Task 7: Mechanical Engineering**

- Design of gates, valves, and hydraulic system equipment, including systems to isolate gate bays using electro-mechanical devices and systems
- Design of mechanical lifting systems including motors and hoists
- Preparation of specifications and observation of installation and start-up of equipment
- Evaluations of mechanical equipment and development of operation and maintenance guidance
- Inspection and condition assessments.

**Task 8: Monitoring and Instrumentation**

- Design of instrument systems including installation and testing of piezometers, inclinometers, strain gauges, and settlement monuments
- Design, installation, and start-up of control systems utilizing centralized control and distributed control philosophies, including programmable logic controllers, and supervisory control and data acquisition systems
- Design, installation, and start-up of video, voice and/or data communications systems
- Inspection and condition assessments

**Task 9: Inspection Services**

- Limited scope or full-time, on-site inspection during construction, including attendance at pre-construction meetings, progress meetings, special purpose meetings, review of adequacy of shop drawing submittals, preparation of progress reports, assistance in conflict resolution, punch-list and follow-up inspections, designation of substantial completion, certification of completion, review of adequacy of warranty materials, preparation of record drawings, and other related services as may be required and identified for specific projects
- Inspection of equipment and facilities installation, including items installed by the Water Department and/or their contractors
- Inspection and assessment of existing and future dam facilities, reporting condition of same, and making recommendations for improved safety and operation

**Task 10: Operations, Operation & Maintenance (O&M) Tools and Training**

- Review dam operations and make recommendations for the improvement of same
- Review and improve existing O&M Manual
- Enhance existing procedures and tools for conducting routine and non-routine inspection of facilities
- Develop training program for the operation and maintenance of facilities
- Assess state of existing work order capabilities and make recommendations for improvement

**Task 11: Surveying and Mapping**

- Develop topographic and boundary surveys using traditional land-based methods and other methods, e.g. drones, LiDAR, etc.
- Develop bathymetric surveys
- Develop mapping using traditional methods, as well techniques incorporating Geographic Information Systems

**Task 12: Security and Emergency Action Planning**

- Conduct security assessments, make recommendations for enhancements, and design improvements, as necessary
- Update existing Emergency Action Plan
- Conduct table-top and other types of training exercises to develop a broadly based understanding among staff and cooperating first responders of procedures to follow in the event of emergencies

**Task 13: Peer Review**

- Review the work of others engaged by the Water Department for monitoring or other types of work

**Task 14: Grants**

- Identify and assist with grant and co-funding opportunities related to the implementation of dam safety program features, including but not limited to monitoring, surveillance, hydro-electric power generation, water conservation, enhancement of storage, and construction of improvements.

**Task 15: Permitting**

- Preparation of permit applications to regulatory agencies having jurisdiction for improvement or maintenance activities (and/or support to the Water Department for same) and securing the permits.

**Deliverables**

- Technical Memorandums and Reports
- Construction Documents – Plans and Specifications
- Opinions of Probable Construction Cost
- Opinions of Cost of Equipment
- Life Cycle Analyses
- Presentations
- Forms of Delivery include:
  - Technical Memorandums, Reports, Opinions, and Other Written Documents shall be provided electronically in PDF format. Hard copy requirements to be determined on a case by case basis.
  - Engineering Drawings and Plans shall be produced electronically using the latest version of AutoCAD. Other formats will be considered on a case by case basis.
  - Presentations shall be produced and provided electronically using Microsoft PowerPoint. Other formats will be considered on a case by case basis.

**COMPENSATION**

For performing the services identified within this Scope of Services, the City shall pay the Firm the upset limit amount of \$1,000,000.00 in accordance with Exhibit "B" of this contract. Fees shall be estimated for each task work order based on the attached Fee Schedule. The required DMI forms will also be submitted with each invoice.

Prior to commencement of work, the Firm and City project manager shall agree to a specific scope of work, project schedule, DMI, and fee. No work shall be performed until a task Work Order has been issued for the specific scope of services

**Exhibit B  
Fee Schedule**

**Hillsborough River Dam Engineering Services, 20-D-00025  
Gannett Fleming Labor Rates**

<b>Category</b>	<b>Base Rate</b>
Project Manager	\$215.00
Principal Quality Control Engineer	\$280.00
Senior Quality Control Engineer	\$210.00
Subject Matter Expert (SME)	\$320.00
Principal Engineer/Scientist	\$240.00
Senior Engineer/Scientist	\$195.00
Staff Engineer/Scientist	\$165.00
Engineer-in-Training (EIT)	\$120.00
Senior GIS / CADD Technician	\$155.00
GIS / CADD Technician	\$110.00
Engineering Technician	\$110.00
Construction Manager	\$195.00
Construction Inspector	\$145.00
Graphic Designer	\$130.00
Project Administrator	\$95.00

**Notes**

1. All labor rates include all overhead costs and profit.
2. Labor rates are for the base year only and shall be escalated using the procedure noted below.
3. Subcontractor Costs will be marked up 5% to cover administrative costs.
4. Mileage will be charged at prevailing Federal rate at the time of travel.
5. Hotel and per diem costs will be based on GSA Per Diem/Joint Travel Regulations.
6. All other travel costs will be actual costs.
7. No markup of shall be applied to travel costs.
8. Equipment, testing, and/or other miscellaneous costs will be negotiated on a work order basis.

**Labor Rate Escalation**

1. Adjustments shall be based on the Employment Cost Index (ECI) Historical Listing published by the Bureau of Labor Statistics (<https://www.bls.gov/web/eci/echistrynaics.pdf>). Specifically, the escalation rate shall be calculated from the indices presented in Table 8 (Employment Cost Index for wages and salaries, for civilian workers, by occupational group and industry, service providing industries).
2. Adjustments shall be made annually and shall be based on the percentage change in the ECI from September of the prior year to September of the current year. Prices may be adjusted from September of the prior year to September of the current year. Prices may be adjusted upward or downward.
3. In the event the Bureau of Labor Statistics significantly alters the method of calculating the index, an appropriate adjustment shall be made to restore the contract adjustment mechanism to the original intent of the parties.



**Hillsborough River Dam Engineering Services, 20-D-00025  
Subconsultant Labor Rates (AECOM)**

<b>Category</b>	<b>Base Rate</b>
Senior Vice President	\$290.00
Vice President	\$274.00
Principal	\$215.00
Project Manager	\$193.00
Senior Structural Engineer	\$220.00
Senior Geotechnical Engineer	\$220.00
Senior Engineer/Scientist	\$186.00
Staff Engineer/Scientist	\$151.00
Operations Specialist	\$146.00
Engineer/Scientist	\$133.00
Senior Designer	\$123.00
GIS Specialist	\$98.00
CADD Operator	\$97.00
Field Technician	\$93.00
Project Administrator	\$88.00
Clerical	\$72.00

**Notes**

1. All labor rates include all overhead costs and profit.
2. Labor rates are for the base year only and shall be escalated using the procedure contained herein.
3. Mileage will be charged at prevailing Federal rate at the time of travel.
4. Hotel and per diem costs will be based on GSA Per Diem/Joint Travel Regulations.
5. All other travel costs will be actual costs.
6. No markup shall be applied to travel costs.
7. Equipment, testing, and/or other miscellaneous costs will be negotiated on a work order basis.

<b>Hillsborough River Dam Engineering Services, 20-D-00025</b>	
<b>Subconsultant Labor Rates (Tierra)</b>	
<b>Category</b>	<b>Base Rate</b>
Chief Engineer	\$222.00
Senior Scientist	\$142.00
Chief Scientist	\$175.00
Senior Engineer	\$199.00
Engineer	\$145.00
Engineering Intern	\$92.00
Senior Engineering Technician	\$103.00
Engineering Technician	\$82.00
Senior Designer	\$125.00
Clerical	\$124.00

**Notes**

1. All labor rates include all overhead costs and profit.
2. Labor rates are for the base year only and shall be escalated using the procedure contained herein.
3. Mileage will be charged at prevailing Federal rate at the time of travel.
4. Hotel and per diem costs will be based on GSA Per Diem/Joint Travel Regulations.
5. All other travel costs will be actual costs.
6. No markup shall be applied to travel costs.
7. Geotechnical drilling and laboratory testing costs will be negotiated on a work order basis.

**Notes**

1. All labor rates include all overhead costs and profit.
2. Labor rates are for the base year only and shall be escalated using the procedure contained herein.
3. Mileage will be charged at prevailing Federal rate at the time of travel.
4. Hotel and per diem costs will be based on GSA Per Diem/Joint Travel Regulations.
5. All other travel costs will be actual costs.
6. No markup shall be applied to travel costs.
7. Surveying equipment costs will be negotiated on a work order basis.

Hillsborough River Dam Engineering Services, 20-D-00025 Subconsultant Labor Rates (Northwest Surveying)	
Category	Base Rate
2-person Survey Crew (per day)	\$1,000.00
3-person Survey Crew (per day)	\$1,240.00
Senior Professional Land Surveyor	\$170.00
Surveyor	\$135.00
CAD Technician	\$90.00
Clerical	\$85.00

<b>Hillsborough River Dam Engineering Services, 20-D-00025</b>	
<b>Subconsultant Labor Rates (Dive-Tech International)</b>	
<b>Category</b>	<b>Base Rate</b>
Diver / Foreman	\$65.00
Diver	\$65.00
Tender	\$65.00
3-person Dive Team	\$195.00

**Notes**

1. STRAIGHT TIME: Labor rates shown are for normal working hours (7:00 AM - 3:30 PM), Monday - Friday (excluding holidays).
2. OVERTIME: For work performed after normal working hours, holidays, weekends, or mobilization with less than 24-hours notice, the labor rate will be billed at 1.5 times the Straight Time labor rate
3. All labor rates include all overhead costs and profit.
4. Labor rates are for the base year only and shall be escalated using the procedure contained herein.
5. Mileage will be charged at prevailing Federal rate at the time of travel.
6. Hotel and per diem costs will be based on GSA Per Diem/Joint Travel Regulations.
7. All travel costs will be actual costs.
8. No markup shall be applied to travel costs.
9. Equipment and consumable material costs will be negotiated on a work order basis.



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

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

Contract No.: 20-D-00025 Contract Name: Hillsborough River Dam Engineering Services  
 Company Name: Gannett Fleming, Inc. Address: 9119 Corporate Lake Drive, Westlake Corporate Center, Suite 150, Tampa, FL 33634-6323  
 Federal ID: 25-1613591 Phone: 813-882-4366 Fax: N/A Email: sburch@gfnet.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
O	AECOM Technical Services, Inc. 7650 West Courtney Campbell Causeway, Tampa, FL 33607 Ph: 407-284-4764, Fax: 813-287-8591, scott.lee@aecom.com	N/A	925	E	Y
S, W	Northwest Surveying, Inc. 8409 Sunstate St., Tampa, FL 33634 Ph: 813-889-9236, Fax: 813-886-3315, silva@nswtampa.com	HM	925	E, P	Y
O	Dive-Tech International, Inc. 6200 80th Avenue North, Pinellas Park, FL 33781 Ph: 727-541-1102, Fax: N/A, dive-tech@att.net	DM	914	E	Y
W	Tierra, Inc. 7351 Temple Terrace Highway, Tampa, FL 33637 Ph: 813-989-1354, Fax: 813-989-1355, lmoore@tierraeng.com	HM	925	E	Y

**Failure to Complete, Sign and Submit  
Forms 10 & 20 with your Bid or Proposal  
Shall render the Bid Non-Responsive  
(Do Not Modify This Form)**

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: Scott Burch, PE, Vice President Date: 04/08/2020

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



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

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

Contract No.: 20-D-00025 Contract Name: Hillsborough River Dam Engineering Services  
 Company Name: Gannett Fleming, Inc. Address: 9119 Corporate Lake Drive, Westlake Corporate Center, Suite 150, Tampa, FL 33634-6323  
 Federal ID: 25-1613591 Phone: 813-882-4366 Fax: N/A Email: sburch@gfnet.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 %
O	AECOM Technical Services, Inc. 7650 West Courtney Campbell Causeway, Tampa, FL 33607 Ph: 407-284-4764, Fax: 813-287-8591, scott.lee@aecom.com	N/A	925	N/A LOI Attached	30%
95-2661922					
S, W	Northwest Surveying, Inc. 8409 Sunstate St, Tampa, FL 33634 Ph: 813-889-9236, Fax: 813-886-3815, jsilva@nswtampa.com	HM	925	N/A LOI Attached	4%
59-2899240					
O	Dive-Tech International, Inc. 6200 80th Avenue North, Pinellas Park, FL 33781 Ph: 727-541-1402, Fax: N/A, dive-tech@att.net	OM	914	N/A LOI Attached	3%
59-3499327					
W	Tierra, Inc. 7351 Temple Terrace Highway, Tampa, FL 33637 Ph: 813-989-1354, Fax: 813-989-1355, lmoore@tierraeng.com	HM	925	N/A LOI Attached	4%
59-3154723					

**(Do Not Modify This Form)**

Total ALL Subcontract / Supplier Utilization \$ N/A  
 Total SLBE Utilization \$ N/A  
 Total WMBE Utilization \$ N/A  
 Percent SLBE Utilization of Total Bid/Proposal Amt. 4% Percent WMBE Utilization of Total Bid/Proposal Amt. 4%

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: Scott Burch, PE Vice President Date: 04/08/2020

**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**