

RESOLUTION NO. 2024 - 901

**A RESOLUTION AUTHORIZING AN AGREEMENT FOR CONSULTANT SERVICES IN THE AMOUNT OF \$1,543,719 BETWEEN THE CITY OF TAMPA AND JACOBS ENGINEERING GROUP INC. IN CONNECTION WITH CONTRACT 23-D-00015 FACILITY MASTER PLAN – WATER DEPARTMENT; 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 Negotiations Act, the City of Tampa ("City") selected Jacobs Engineering Group Inc. ("Consultant") to provide professional services in connection with Contract 23-D-00015 Facility Master Plan – Water Department ("Project") as detailed in the Agreement for Consultant Services ("Agreement"); and

**WHEREAS**, the City desires to enter into this Agreement with the Consultant to provide certain professional services that includes, but is not limited to, the development of a Facility Master Plan for a planning horizon of ten years (2024 – 2034). The Master Plan will consider real estate owned or leased for use by the Water Department, consisting of eight sites; 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, THAT:**

**Section 1.** The Agreement between the City of Tampa and Jacobs Engineering Group Inc., in connection with Contract 23-D-00015 Facility Master Plan – Water Department, 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.** 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 \$1,543,719 for use by the Water Department for the Facility Master Plan from within the Water Operations Fund.

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

**Section 5.** The 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 OCT 03 2024

ATTEST   
CITY CLERK/DEPUTY CITY CLERK

  
CHAIRMAN/CHAIRMAN PRO-TEM CITY COUNCIL

PREPARED AND APPROVED AS TO  
LEGAL SUFFICIENCY BY:

E/S  
Justin R. Vaske  
SENIOR ASSISTANT CITY ATTORNEY

## **AGREEMENT FOR CONSULTANT SERVICES**

**THIS AGREEMENT** ("Agreement") made and entered into at Tampa, Florida, as of the \_\_\_\_ day of \_\_\_\_\_, 2024, which is the date Resolution 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 Jacobs Engineering Group Inc., a Colorado Corporation authorized to do business in the State of Florida, ("FIRM"), the address of which is 6312 S. Fiddler's Green Circle, Suite 300N, Greenwood Village, Colorado 80111.

### **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 23-D-00015 Facility Master Plan – Water Department ("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 ("Standard of Care").

B. The scope of services to be provided is indicated in **Exhibit A** ("Services").

### **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 \$1,543,719 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 upon prior written notice 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 except that FIRM shall not be liable for such 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. 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**

Neither party shall assign or transfer any interest in this Agreement without consent from the other party; provided, however, that the claim for money due or to become due the FIRM from the CITY under this Agreement may be assigned to a bank or other financial institution or to a Trustee in Bankruptcy. Notice of any such assignment shall be furnished promptly to the CITY.

**XVI. EQUAL EMPLOYMENT**

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

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

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

**XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM**

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

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

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

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

**XVIII. CITY CODE OF ETHICS**

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

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

FIRM shall perform this Agreement as an independent consultant and nothing contained herein shall in any way be construed to constitute FIRM or the assistants of FIRM to be representative, agent,



subagent, or employee of CITY or any political subdivision of the State of Florida. FIRM certifies FIRM's understanding that CITY is not required to withhold any federal income tax, social security tax, state and local tax, to secure worker's compensation insurance or employer's liability insurance of any kind or to take any other action with respect to the insurance or taxes of FIRM and assistants of FIRM.

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

**XX. SEVERABILITY**

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

**XXI. CHOICE OF LAW**

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

**XXII. DESIGNATION OF FORUM**

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

**XXIII. AUTHORIZATION**

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

**XIV. ENTIRE AGREEMENT**

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

**XXV. INDEMNIFICATION**

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

**XXVI. ESTOPPEL/WAIVER**

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

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

**XXVII. AUDIT REQUIREMENTS.**

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

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

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

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

**XXVIII. DEFAULT**

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

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

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

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

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

Section 287.135, Florida Statutes, prohibits agencies or local governmental entities from contracting with companies for (i) goods or services of any amount on either the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel and (ii) goods or services of \$1,000,000 or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria. A company that is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or is engaged in business operations in Cuba or Syria is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of any amount. A company that is on 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 or is on the Iran Terrorism Sector List 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 or in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the CITY) on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that records, in part or in total, that are exempt or that are confidential and exempt from disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion (or earlier termination) of the Agreement if FIRM does not transfer the records to the CITY;
4. Upon completion (or earlier termination) of the Agreement, FIRM shall within 30 days after such event either transfer to the CITY, at no cost, all public records in possession of the FIRM or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If FIRM transfers all public records to the CITY upon completion (or earlier termination) of the Agreement, FIRM shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon completion (or earlier termination) of the Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the agency.

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

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

**XXXII. E-VERIFY**

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

**XXXIII. LABOR**

Pursuant to Florida Statutes Section 786.06 (13) effective July 1, 2024, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term "governmental entity" has the same meaning as in s. 287.138(1).

[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:**

Jacobs Engineering Group Inc.

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

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

Title:  Pres  Exec/Sr Vice Pres  CEO  Gen Partner

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

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

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

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

[SEAL]

**ATTEST:**

**CITY:**

City of Tampa, Florida

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

City Clerk/Deputy City Clerk

[SEAL]

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

Jane Castor, Mayor

**APPROVED AS TO FORM:**

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

## COERCION FOR LABOR OR SERVICES ATTESTATION

Pursuant to Section 787.06(13), F.S., this form must be completed by an officer or representative of a nongovernmental entity when a contract is executed, renewed, or extended between the nongovernmental entity and a governmental entity.

Jacobs Engineering Group Inc. does not use coercion for labor or services as defined in this Section 787.06, F.S.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Ellen Patterson

Title: VP, Executive Director of Operations

Signature: 

Date: August 22, 2024

## EXHIBIT A – SCOPE OF SERVICES

### Scope of Services

#### 23-D-00015 Facility Master Plan – Water Department

### Project Understanding

The City of Tampa Water Department has the goal of developing a Facility Master Plan for a planning horizon of ten years (2024 – 2034). The master planning process will include:

- An assessment of the currently owned properties and their occupancy purposes.
- Evaluation of the business needs of the Department as it relates to buildings and personnel.
- Identification of limitations of the current utilization of the properties as it relates to business functions.
- Evaluation and identification of improvements and efficiencies needed to maximize business operations.
- Identification of areas where solar energy can be implemented along with the most optimal utilization of the property.
- Development of a program of improvements to include a prioritized list of projects, conceptual plans, their probable construction cost, and schedule of implementation using risk-based prioritization.
- Recommendations regarding the method (or methods) of project delivery that will best serve the Water Department for the recommended improvements.

The resulting Master Plan document will describe the rationale and technical basis for the recommended program of improvements creating a defensible plan to guide the growth of the Water Department for the next decade.

The Water Department has three primary divisions: Production, Engineering, and Distribution. The Master Plan will consider real estate owned or leased for use by the Water Department, consisting of eight sites as described herein. The plan will also evaluate betterment options including acquisition or leased property.

### Scope of Services

The scope of services for contract 23-D-00015 Facility Master Plan – Water Department is planned to consist of four phases as follows:

- Phase 1: Discovery and Scoping
- Phase 2: Project Definition
- Phase 3: Analysis
- Phase 4: Implementation Plan



## EXHIBIT A – SCOPE OF SERVICES

### **Phase 1: Discovery and Scoping**

JACOBS ENGINEERING GROUP INC. (JACOBS) will establish baseline goals and administrative processes for the project including a kickoff meeting, establishment of project management protocols, and review of existing documentation on subject sites. Current Department conditions and capacity for improvements will be assessed through review of documentation, walk-throughs of existing properties, and interviews with Department personnel.

#### **Subtask 1.1 Project Administration**

##### **1.1.1 Kickoff Workshop**

City and JACOBS personnel will participate in a Kickoff Workshop to establish goals and mobilize the master planning process. The Kickoff Workshop shall be in person unless otherwise designated by the City's Project Manager.

#### **Deliverables**

The following deliverables will be submitted to the City as part of this task:

- Meeting notes along with any supporting presentation materials and other information used or provided.

#### **Meetings**

The following meetings are included as part of this task:

- The Kickoff Workshop will be attended by up to six (6) of the JACOBS staff (Project Manager (PM), Deputy Project Manager (DPM), senior planner, lead architect, sustainability lead, other subject matter expert. The Kickoff Workshop is expected to be a 2- 4-hour meeting.

##### **1.1.2 Project Management**

JACOBS will perform project management and controls services as identified below and to meet the following goals and objectives throughout the duration and delivery of the scope of services included in this contract:

- Support of and coordination with the City to develop and maintain the project implementation schedule and communicate project progress.
- Coordinate, align, review, and monitor project execution.

JACOBS will develop and implement an internal work plan to define and establish the following project execution related matters:

- Team organization and responsibilities.
- A list of deliverables, outlines, assignments, and budgets.
- Quality control plan for client deliverables.
- Procedures for communication and distribution of information.
- A schedule showing the expected timing of tasks, preliminary dates for deliverables, and anticipated dates for meetings between the City staff and the Firm.

JACOBS will manage, administer, coordinate, and integrate the work of the planning team as required to deliver the work within budget and on schedule. JACOBS will also communicate regularly with the City of Tampa Project Manager and project stakeholders and prepare and submit a summary of progress with monthly invoices.

#### **Deliverables**

The following deliverables will be submitted to the City as part of this task:

- Meeting notes and meeting summaries.
- Monthly invoices and summary of progress.

## EXHIBIT A – SCOPE OF SERVICES

### 1.1.3 Existing Documentation Review

JACOBS will provide the City with a list of requested documents and once received will review them in preparation for the project definition tasks in Phase 2. The City will provide available as-built drawings and related historical documentation for existing facilities and equipment. This documentation may include, but will not be limited to, recent and historical aerial photographs, geotechnical data and reports, as-builts, lead and asbestos reports, mold assessment reports, permits, specifications and design standards, operation and maintenance manuals, and surveys. If as-built documentation is not available, JACOBS may request that it be prepared in a suitable format by the City or a third-party. (not as a part of the Jacobs scope)

#### Deliverables

The following deliverables will be submitted to the City as part of this task:

- Written request for information

### Subtask 1.2 Department Interviews

JACOBS will conduct stakeholder interviews with the Water Department's Production, Engineering, and Distribution divisions to gather departmental level information on operations, space needs, identify areas of growth, and recommendations for service improvements.

#### Deliverables

The following deliverables will be submitted to the City as part of this task:

- Meeting notes along with any supporting presentation and other information used or provided.
- A narrative summary in electronic (pdf) format included as part of the Phase 1 Report.

#### Meetings

The following meetings are included as part of this task:

- One (1) meeting with each department, will be attended by up to four (4) of JACOBS staff which may include: Design Principal (DP), Deputy Project Manager (DPM), Senior Planner, and other subject matter experts (SME) as required. Each interview will be scheduled for approximately one to two hours for each of the three groups.

### Subtask 1.3 Existing Conditions Surveys

JACOBS will perform physical site visits with a team of subject matter experts to obtain a better understanding of the existing sites and facilities and their potential for reuse with the immediate and long-term goals that the City has established. The team will collect photographs, take notes related to the facilities general condition and overall ability to be reused in the future. This task does not include a detailed condition assessment, rather a high-level inspection and review of all existing facilities used by Water Department staff. The survey will follow the scope of a Walk-Through Survey as outlined in section 9 of ASTM E2018-24 Standard Guide for Property Condition Assessments. Notations shall be made of areas that may be well-suited for potential installation of solar photovoltaic arrays, building-integrated solar, site solar, or floating solar arrays.

#### Deliverables

The following deliverables will be submitted to the City as part of this task:

- A narrative summary in electronic (pdf) format along with photographs taken by the Firm included as part of the Phase 1 Report.

#### Meetings

The following meetings are included as part of this task:

- One (1) site visit per property owned by Water Department will be attended by up to six (6) members of JACOBS staff which may include: (Project Manager (PM), Senior Planner, Lead

**EXHIBIT A – SCOPE OF SERVICES**

Architect and Engineers (Civil, Structural, Life Safety/ Fire Protection, Mechanical, Electrical, and IT/ Security)).

Base scope assumes that there will be a maximum of eight (8) existing individual properties for site visits.

Site	Address	Property Appraiser Folio No.	Status
David L. Tippin Water Treatment Facility (DLT)	7125 N. 30th Street	148856.0000	Owned. <i>(It is anticipated that the review at this site may include evaluation of potential PFAS Testing Facility and a potential Pilot Testing Facility.)</i>
Dam Property (Site 1)	8006 N. 30 <sup>th</sup> Street	148856.0000	Owned
Lakeshore (site across the Hillsborough river from DLT) *	7801 N. 30 <sup>th</sup> Street	148856.0000	Owned
Morris Bridge	17101 Dona Michelle Drive	033970.0100	Owned
GTE	711 E. Henderson Ave		Portion of building leased through GTE Financial
Call Center (N. Boulevard)	3402 W. Columbus Drive		Portion of building leased through the City of Tampa Facilities Department
Distribution	3901 E 26 <sup>th</sup> Ave.	175095-0000	Owned
Thonotosassa		081403.0000 081648.5000 081648.5020 081637.5000	Owned (property is leased to 2 different public entities and utilized by the Tampa Police Department's Mounted Patrol Unit.

*\*For this site, it is assumed that gathering of existing site information will be prepared by a third-party consultant for review by Jacobs and City staff.*

**Subtask 1.4 Hydroelectric Concept Review**

JACOBS will present conceptual ideas for hydroelectric power generation at the Hillsborough River Dam. This concept review is limited to a total of 40 hours unless services are extended by written amendment to this scope.

**Deliverables**

The following deliverables will be submitted to the City as part of this task:

- Meeting notes along with any supporting presentation and other information used or provided.

**Meetings**

The following meetings are included as part of this task:

- One (1) presentation will be attended by up to two (2) members of JACOBS staff which may include: (Project Manager (PM) and Hydroelectric Management Lead). The presentation is expected be 1-hour in duration.

## EXHIBIT A – SCOPE OF SERVICES

### **Phase 2: Project Definition**

JACOBS will gather overall data and macro-level information regarding the existing organization's operations, planning, current challenges, standards, and projected growth and change from key decision makers. Information on operational objectives, personnel forecast, operational relationships, workflow, support space needs, external adjacencies, and related information will be collected during a series of interviews and work sessions with key departmental representatives. Discussions may also capture the Department's goals including items such as: public education, Florida Friendly Landscape demonstration, etc. The results will be analyzed and compiled into a summary presentation which will serve as the basis for Phase 3 tasks.

#### **Subtask 2.1 Visioning Workshop with Leadership**

City and JACOBS personnel will participate in a Visioning Session to envision the future of the Water Department facilities. This will include an exchange focused on forward thinking ideas and goals from the City prior to starting subtasks 2.2 and 3.1.

#### **Deliverables**

The following deliverables will be submitted to the City as part of this task:

- Meeting notes along with any supporting presentation and other information used or provided.

#### **Meetings**

The following meetings are included as part of this task:

- The Visioning Workshop will be attended by up to six (6) JACOBS staff (Design Principal (DP), Project Manager (PM), Senior Planner, lead architect, and other subject matter experts (SME) as required. The workshop is expected be 2-hours in duration. Meeting to be in-person, location to be provided by the City.

#### **Subtask 2.2 Space Needs Assessment**

JACOBS will conduct a space needs assessment including establishing standards and benchmarks used in the analysis, development of a preliminary space program, and review of existing site opportunities and limitations.

#### **Deliverables**

The following deliverables will be submitted to the City as part of this task:

- Meeting notes along with supporting presentation and other information.

#### **Meetings**

The following meetings are included as part of this task:

- One (1) workshop and one (1) follow-up meeting will be attended by up to six (6) of JACOBS staff (Design Principal (DP), Project Manager (PM), Senior Planner, lead architect, and other subject matter experts (SME) as required. The meetings are expected be 1-2-hours.
- Phase 2 presentation meeting to summarize results will be attended by up to six (6) of JACOBS staff (Design Principal (DP), Project Manager (PM), Senior Planner, lead architect, and other subject matter experts (SME) as required. The meeting is expected be 1-hour.

### **Phase 3: Analysis**

JACOBS will create and test up to three master plan scenarios. For each scenario, JACOBS will present proposed scope of improvements, pros and cons, Rough Order of Magnitude (ROM) costs, and schedule implications as well as their professional opinions and recommendations. For the preferred scenario JACOBS will work with the City to review funding opportunities and alignments.

#### **Subtask 3.1 Development of Scenarios**

Based on the analysis of existing facilities and the space needs and goals assessment completed in phases 1 and 2, the JACOBS team will develop comprehensive development scenarios to house the City

## EXHIBIT A – SCOPE OF SERVICES

of Tampa Water Department (TWD) over the next 10 years. This scenario may include the reuse of and modifications to existing facilities, new construction, new site acquisition, land sale, land developed for lease use, land swap with other City departments or the public, leased space or a combination of these options. Scenarios will include identification of general areas, with anticipated capacity, where solar photovoltaic panels can be implemented. JACOBS will also prepare for, lead and facilitate a discussion with TWD senior staff to discuss feasibility of alternative development scenarios in a workshop setting.

### **Deliverables**

The following deliverables will be submitted to the City as part of this task:

- Workshop agenda and meeting minutes summarizing discussions, direction and decisions along with any supporting presentation and other information used or provided.

### **Meetings**

The following meetings are included as part of this task:

- The Visioning Workshop will be attended by up six (6) of JACOBS staff (Design Principal (DP), Project Manager (PM), Senior Planner, lead architect, and other subject matter experts (SME) as required. The meeting is expected be two to four hours.

### **Subtask 3.2 Funding & Financial Review**

City and JACOBS personnel will participate in a Funding & Financial Review Meeting to discuss and consider potential funding strategies for elements of the preferred alternative.

### **Deliverables**

The following deliverables will be submitted to the City as part of this task:

- Meeting agenda and meeting minutes along with any supporting presentation and other information used or provided.

### **Meetings**

The following meetings are included as part of this task:

- Funding & Financial Review Meeting will be attended by up to six (6) members of JACOBS staff and/or consultants, which may include: (Design Principal (DP), Project Manager (PM), cost estimator, grants & funding SME, and Real Estate Strategies SME). The meeting is expected be a 2-hour meeting.

## **Phase 4: Implementation Plan**

JACOBS will prepare an implementation plan that will include a prioritized list of capital projects<sup>1</sup> within the recommended scenario and identification of potential funding strategies, outlining a clear business case to support the proposed master plan.

### **Subtask 4.1 Prioritized List of Projects**

JACOBS will create a prioritized list of projects within the recommended master plan scenario, identifying the associated cost and schedule for each project, to inform the City's Capital Improvement Program over the next decade.

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<sup>1</sup> Capital Projects may include built improvements such as: buildings, site improvements, renovations, permanent furniture and fixtures, required related infrastructure, solar installations, etc.

## EXHIBIT A – SCOPE OF SERVICES

### **Subtask 4.2 Align Projects with Funding Strategies**

JACOBS will align the prioritized list of projects identified in task 4.1 with funding strategies identified in task 3.2 to inform the City's Capital Improvement Program over the next decade.

### **Subtask 4.3 Develop Business Case**

JACOBS will document the master plan development process outlined in Phases 1-4 to support the recommended scenario. The recommended scenario will be developed in narrative and graphic format to fully define the scope, cost, and schedule, identify the prioritized list of projects within the plan, and outline the recommended alignment with the City's Capital Improvement Plan. JACOBS will issue a Draft Report for review by the City. Upon receipt of City comments on the Draft Report, the FIRM will revise the report to address the comments and issue a Final Report.

### **Deliverables**

The following deliverables will be submitted to the City as part of this task:

- Draft Report electronic (PDF) format
- Final Report electronic (PDF) format and Microsoft Word (when available)
- Project Prioritization List in Microsoft Excel format

## EXHIBIT A – SCOPE OF SERVICES

### Key Staff Members

The Firm will staff the project with highly experienced team members qualified to perform the master planning work outlined in this scope of services. Key staff members (as defined below) will have significant interaction with the City during the course of the contract and all revisions or changes to the identified key project staff members will be formally submitted to the City for confirmation of equivalent experience and approval.

<b>Key Staff Member</b>	<b>Role</b>
Dan Kirby, FAIA, FAICP, LEED AP BD+C	Design Principal/Sr. Project Manager
Rebecca Talbert, AIA, LEED BD+C, GGP	Deputy Project Manager
Kevin Kuehn, AIA, AICP	Senior Planner
Ralph Myers, CGC	Cost Estimator
Sonya Reiser, PE	Hydroelectric Management Consultant
Ramon Murray, ASLA	Landscape Architecture Consultant
Jerel McCants, AIA	Architecture Consultant
Brian Cook, PLA, ASLA	Sustainability Consultant

### General Assumptions and Clarifications

The following assumptions apply to all tasks identified under this scope of services:

- The scope and deliverables outlined herein are the basis of the schedule, fee, and level of effort provided by the Firm.
- Delays beyond the control of the Firm may require an extension and corresponding fee adjustment.
- City will designate a specific Project Manager who shall be the representative of the CLIENT for the Project. The direction provided to FIRM may be considered as the final direction on all matters related to the project.
- The City will provide available information that is needed to understand existing site conditions in a timely manner (no more than 2 weeks after the request is made).
- JACOBS will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City. It is understood that City records provided are representations of historical events only and are not intended to be absolute documentation of existing conditions at the site.
- Unless otherwise noted, all deliverables will be provided in electronic .pdf format. Printed copies can be provided at CLIENT request and will be billed as a reimbursable expense.
- Prior to commencing this Task, the FIRM will have access to an updated list of all real estate owned or leased by the Water Department.
- Hazardous materials assessments, construction documents, and permit documents are specifically excluded from this scope of services.
- The City will provide available documentation of current building plans. It is preferred that this information be provided electronically in suitable BIM or CAD software, however, JACOBS recognized that this may not be available for all properties. Preparation of as-built drawings is excluded from JACOBS scope.
- The proposed schedule is based on proposed durations for working time and will be adjusted to add in time for holidays once the start time is known.
- JACOBS will respond to and incorporate a single round of timely comments on deliverables during scheduled review periods which are assumed to be no more than the greater of two calendar weeks or ten (10) business days of submittals to the City.
- In addition to workshops listed above, JACOBS will participate in up to six (6) one hour project coordination meetings with the City project manager and key staff to discuss progress for this task.
- With the exception of site surveys and workshops, any other required meetings may be conducted via Microsoft Teams or a similar online platform.
- Engineering and design of water pumping, processing, and storage facilities is excluded from this scope of work.

**EXHIBIT A – SCOPE OF SERVICES**

- Jacobs may include plans, graphics, or diagrams as deemed necessary to illustrate proposed concepts. Base scope includes a budget of \$18,000 for photo-realistic renderings. Any additional detailed animations, visualizations, or flythroughs of proposed scenarios and buildings are outside of this scope but can be provided as a separate task.
- Invoices for Professional Design Services will be submitted using e-Builder.
- The City will provide assistance in arranging for access to and make provisions for Jacobs to reasonably enter upon public and private property as required by the Jacobs to perform its services.
- The City will provide consolidated review comments with unified direction to the Firm on how to proceed.
- Asbestos, lead paint, geotechnical and other material testing as well as soft dig, GPR or surveying services are not included in this scope of services and if needed would be requested by the Firm and funded from the City Allowance after their review and approval of the proposed scope and fee.
- The City will provide all criteria and full information regarding the City's requirements for the project, including planning and design objectives and constraints, performance requirements, environmental concerns, scheduling constraints, and any budgetary limitations.
- The City will provide timely reviews and responses to questions from the Firm that could impede the project delivery schedule.
- No federal funds are being used to provide funding for this project and thus all related requirements outlined in the agreement do not apply.
- In providing opinions of cost, financial analyses, economic feasibility projections, for the project, Jacobs has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Jacobs makes no warranty that Client's actual project costs, financial aspects, economic feasibility, will not vary from Jacobs' opinions, analyses, projections, or estimates and Jacobs' shall have no liability for such variances.

**Schedule**

Jacobs will commence work within 1 week of receiving a written notice to proceed (NTP) for this scope of services. The table below shows task duration, anticipated task completion dates starting from project contract NTP date, task predecessor, and comments related to included City review durations. Weeks shown are calendar weeks and days are shown in calendar days (7 calendar days per calendar week).

<b>Task Description</b>	<b>Task Duration</b>	<b>Weeks from NTP</b>	<b>Task Predecessor</b>	<b>Comments</b>
Subtask 1.1.1: Kickoff Meeting	1 Day	2 Weeks	NTP	
Subtask 1.1.2: Project Management	Continuous	1 Week	NTP	
Subtask 1.1.3: Existing Documentation Review	2 Weeks	1 Week	NTP	
Subtask 1.2: Department Interviews	3 Days	2 Weeks	Task 1.1.1	
Subtask 1.3: Existing Conditions Surveys	4 Weeks	2 Weeks	Tasks 1.1.1 and 1.1.3	Assumes 8 sites. 2 sites per week
Subtask 1.4: Hydroelectric Concept Review	1 Day	2 Weeks	NTP	
Subtask 2.1: Visioning Session	1 Day	10 Weeks	Task 1.3	Begins after 2 weeks of City review of Phase 1 Report
Subtask 2.2: Space Needs Assessment	16 Weeks	10 Weeks	Task 2.1	Includes 2 weeks for City review
Subtask 3.1: Development of Scenarios	12 Weeks	26 Weeks	Tasks 2.2	



EXHIBIT A – SCOPE OF SERVICES

Subtask 3.2: Funding & Financial Review	1 Day	38 Weeks	Task 3.1	
Subtask 4.1: Prioritize List of Projects	2 Weeks	44 Weeks	Task 3.3	Begins after 2 weeks of City review
Subtask 4.2: Align Projects with Funding Strategies	2 Weeks	46 Weeks	Task 4.1	
Subtask 4.3: Develop Business Case	14 Weeks	44 Weeks	Task 3.3	Includes 4 weeks for City review

EXHIBIT B – COMPENSATION

**Compensation**

Compensation for professional services and expenses under this scope of services (Exhibit A) shall be on a Lump Sum basis plus expenses for the amounts as indicated on the table below. Due to the nature of planning work, conclusions reached during work within a phase may impact the exact scope in a subsequent phase. Sub-consultant fees are estimated based on current understanding of the scope and may be adjusted.

Billing will be on a monthly basis.

**Base Scope of Work Estimated Fee Summary**

	Jacobs	Jerel McCants Architecture	Murray Design Group	Applied Sciences	Tampa Bay Solar	Cornerstone Strategic Partners	% by Phase	Totals by Phase	Estimated Reimbursable Expenses
		WMBE (BBE)	WMBE (BBE)	SLBE	WMBE (BBE)	WMBE (BBE)			
Phase 1: Discovery and Scoping	\$ 297,503	\$ 37,659	\$ 11,298	\$ 18,829	\$ 3,766	\$ 7,532	25%	\$ 376,586	\$ 8,500
Phase 2: Project Definition	\$ 309,403	\$ 39,165	\$ 11,749	\$ 19,582	\$ 3,916	\$ 7,833	26%	\$ 391,649	\$ 6,750
Phase 3: Analysis	\$ 404,604	\$ 51,216	\$ 15,365	\$ 25,608	\$ 5,122	\$ 10,243	34%	\$ 512,157	\$ 20,000
Phase 4: Implementation Plan	\$ 178,502	\$ 22,595	\$ 6,779	\$ 11,298	\$ 2,260	\$ 4,519	15%	\$ 225,952	\$ 2,125
<b>Totals by Company</b>	<b>\$ 1,190,012</b>	<b>\$150,634</b>	<b>\$45,190</b>	<b>\$75,317</b>	<b>\$15,063</b>	<b>\$30,127</b>	<b>100%</b>	<b>\$ 1,506,344</b>	
% by company	79%	10%	3%	5%	1%	2%			
								<b>Professional Services Fees</b>	<b>\$ 1,506,344</b>
								<b>Reimbursable Expense Budget</b>	<b>\$ 37,375</b>
								<b>Grand Total</b>	<b>\$1,543,719</b>

## EXHIBIT C

### CITY OF TAMPA INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

J. Cyber Liability Insurance where Agreement involves portals allowing access to obtain, use, or store data; managed dedicated servers; cloud hosting services; software/hardware; programming; and/or other IT services and products are involved. Limits of not less than \$2M per occurrence and \$2M aggregate. Coverage sufficiently broad to respond to duties and obligations undertaken by Firm, and shall include, but not be limited to, claims involving infringement of intellectual property/copyright, trademark, trade dress, invasion of privacy violations, damage to or destruction of electronic information, information theft, release of confidential and/or private information, alteration of electronic information, extortion, virus transmission, and network security. Coverage, as applicable and with sufficient limits to respond, for breach response costs, regulatory fines and penalties, credit monitoring expenses. (IF APPLICABLE)

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

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

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

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

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

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

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

#### ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT D**



**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.: 23-D-00015 Contract Name: Facility Master Plan - Water Department  
 Company Name: Jacobs Engineering Group, Inc. Address: 5401 W. Kennedy Blvd. Suite 300 Tampa, FL.  
 Federal ID: 95-4081636 Phone: 813.676.2300 Fax: 407.903.5150 Email: dan.kirby@jacobs.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
Federal ID					
S	Applied Science 1000 N. Ashley Drive, Suite 500 Tampa, FL. 33607 813-228-0900	HM	925	P	Y
20-3212557					
O (BBE)	Jerel McCants Architecture 1210 E. Columbus Drive, Ste. 11 Tampa, FL. 33605	BM	906	P	Y
27-1558886					
O (BBE)	Cornerstone Strategic Partners 3206 Alamar St. Lutz, FL 33558	BM	912	P	Y
O (BBE)	Tampa Bay Solar Tampa, FL. 813-398-3687; steve@tampabaysolar.com	BM	925	P	Y
45-1275375					
O (BBE)	Murray Design Group 246 N. Westmont Ave. Altamonte Springs, FL. 407-340-1196; ramon.murray@mdgplan.com	BM	912	P	Y
90-0497639					

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 David Ashman, VP – Director of Operations Date: 11/1/2023

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



**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.: 23-D-00015 Contract Name: Facility Master Plan - Water Department  
 Company Name: Jacobs Engineering Group, Inc. Address: 5401 W Kennedy Blvd Suite 300 Tampa, FL  
 Federal ID: 95-4081636 Phone: 813.676.2300 Fax: 407.903.5150 Email: dan.kirby@jacobs.com

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

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

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

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

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

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

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

S = SLBE W=WMBE O =Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials  NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
S	Applied Science 1000 N. Ashley Drive, Suite 500 Tampa, FL. 33607 813-228-0900	HM	925	\$75,317	5%
20-3212557					
O (BBE)	Murray Design Group 246 N. Westmont Ave. Altamonte Springs, FL.407-340-1196	BM	914	\$45,190	3%
90-0497639					
O (BBE)	Tampa Bay Solar 6002 E. Adamo Drive, Tampa, FL. 33619	BM	912	\$15,063	1%
45-1275375					
O (BBE)	Cornerstone Strategic Partners 3206 Alamar St Lutz, FL 33558	BM	912	\$30,127	2%
O (BBE)	Jerel McCants Architecture 1210 E. Columbus Drive, Ste. 11 Tampa, FL. 33605	BM	906	\$150,634	10%
27-1558886					

**Total ALL Subcontract / Supplier Utilization \$ \$316,331.00**

**Total SLBE Utilization \$ \$75,317.00**

**Total WMBE Utilization \$ \$241,014**

**Percent SLBE Utilization of Total Bid/Proposal Amt. 5 % Percent WMBE Utilization of Total Bid/Proposal Amt. 16 %**

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

Signed:  Name/Title: David Ashman, VP – Director of Operations Date: 7/18//24

**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**