

**REQUEST FOR
STATEMENTS OF QUALIFICATIONS**



**AS-NEEDED ENVIRONMENTAL
ASSESSMENT CONSULTANT
SELECTION
GUIDE**

December 30, 2010

TABLE OF CONTENTS

Section 1 – General Expertise Definition	1
Section 2 – General Submittal Requirements	2
Section 3 – Statement of Qualifications Format and Content	2

ATTACHMENTS

- A. As-Needed Environmental Assessment SOQ Submittal Form
- B. As-Needed Environmental Assessment Professional Services Contract
- C. As-Needed Environmental Assessment Scoring Criteria
- D. Web Advertisement
- E. Tampa Bay Water's standard Certificate of Insurance
- F. Tampa Bay Water's standard insurance requirements
- G. Tampa Bay Water Policy #650-15, Standardization of Consultant Fees

AS-NEEDED ENVIRONMENTAL ASSESSMENT CONSULTING SERVICES

REQUEST FOR STATEMENTS OF QUALIFICATIONS

SELECTION GUIDE

This selection guide contains information pertaining to Tampa Bay Water's Request for Statements of Qualifications (SOQ) for As-Needed Environmental Assessment Consulting Services. This guide contains:

- Page containing a generalized scope of potential services required, additional instructions, and an overview of the scoring methodology
- Required SOQ Format and Content
- Submittal survey to be included in the SOQ
- Sample contract
- Descriptions of the scoring categories
- A copy of the advertisement that ran on Demandstar
- Copy of Tampa Bay Water's standard Certificate of Insurance
- Tampa Bay Water's standard insurance requirements
- Tampa Bay Water Policy #650-15, Standardization of Consultant Fees

Although Tampa Bay Water has a standard Certificate of Insurance form, an ACORD form or equivalent is acceptable. Please note that if you are awarded a contract through this selection process, all insurance forms provided by the Consultant with the executed contract **must** be original signed forms or mailed originals with digital signatures. In addition, there are two conditions specified on both the form and the standard insurance requirements sheet that **must** appear on the insurance certificate. These conditions are: "Tampa Bay Water ... are additional "insureds", and the "waiver of subrogation" clause (please see the insurance requirements on the sample ACORD form in Attachment E for the exact wordings). Actual insurance requirements will be specified in the Section 7 of the as-needed contracts.

Billing for work assigned under this contract shall be in accordance with Part III. C. 2, Hourly Rate – All Inclusive, or Fixed Fee, of Tampa Bay Water Policy 650-15, included in Attachment G of this selection guide.

The eight top-ranked firms will be offered an As-Needed Environmental Assessment contract. Please note that Tampa Bay Water has need of a firm specializing in estuarine systems investigations and our scoring methodology has been designed to select one firm to satisfy this requirement. The remaining seven (7) contracts will go to the top-ranked firms with freshwater systems experience. Although firms may wish to be considered for both estuarine and non-estuarine work, the top ranked firm specializing in estuarine systems that is selected will not be offered a second contract for non-estuarine work.

Thank you for your interest in Tampa Bay Water.

Terrence C. Thomas, P.G.
Project Supervisor
727-796-2355
tthomas@tampabaywater.org

1. General Expertise Definition

As-Needed Environmental Assessment Consulting Services General Scope of Work and Additional Information

Thank you for your interest in Tampa Bay Water's advertisement for Statements of Qualifications for "as-needed" environmental assessment consulting services. Tampa Bay Water will be selecting several firms for three-year contracts for "as-needed" environmental assessment consulting services. Firms selected for this service will be utilized on a task order basis for a variety of projects. Past tasks assigned under these contracts have typically been related to freshwater wetlands and surface water bodies, with specific services such as: development and assessment of environmental monitoring programs, permit assistance, field evaluations, data analyses, minimum flows and levels evaluations, report preparation, remote sensing technique assessment, mitigation/restoration design and implementation, ecological and/or hydrological monitoring, statistical and geographical analysis, water use permitting assistance, source water protection, land management services, and expert witness testimony.

In addition to the above list of tasks, Tampa Bay Water has a need for environmental consulting services that include quantitative analyses of biologic, hydrologic, and physical data in support of minimum flows and levels, or other evaluations in estuarine environments. Potential projects may include: water quality modeling/regression analyses, evaluation of estuarine characteristics (e.g., salinity regimes and living resources), and relationships between flow regimes, water quality, and biological resources.

The SOQs will be scored and ranked according to the scoring criteria in Attachment C of this selection guide. The scoring categories are divided into three groups: General, Freshwater Systems, and Estuarine Systems. One of the as-needed contracts will be reserved for a firm specializing in estuarine science. The firm scoring highest in the Total Score - Estuarine Systems will be awarded this contract unless their SOQ is deemed incomplete. The remaining firms will compete for the remaining contracts based on their scores in the Total Score – Freshwater Systems.

SOQs should be complete and reflect your firm's specialties. They should include resumes of key personnel, relevant project experience, a Standard Form 330 or similar form, a written statement of potential conflicts of interest, and a summary of current contracts with Tampa Bay Water's member governments and the Southwest Florida Water Management District (SWFWMD). Submittals received without all of the items specified in Section 3 of this document will be deemed "incomplete" and will not be considered.

If you have any questions regarding "as-needed" environmental assessment consulting services, please call Terrence Thomas at (727) 796-2355.

2. General Submittal Requirements

Each copy of the Statement of Qualifications (SOQ) must follow the Format set forth in Section 3 to insure that all required information is included.

To be considered, **six copies** of Statements of Qualifications must be received at the Records Department of Tampa Bay Water, 2575 Enterprise Road, Clearwater, Florida 33763, no later than 3:00 p.m. Eastern Time, January 20, 2011. Indicate “As-Needed Environmental Assessment” on the submittals. SOQs not received by this deadline will be rejected.

Firms will be selected based on qualifications in accordance with the Consultants’ Competitive Negotiation Act (CCNA), Section 287.055, F.S. Submittals will be scored and ranked according to the As-Needed environmental assessment criteria (See Attachment C).

3. Statement of Qualifications Format and Content

Statement of Qualifications (SOQs) **MUST** include, at a minimum, the following items/areas sectioned or tabbed in this order and in the following required layout. Failure to respond to any of the following items shall result in the SOQ being deemed non-responsive and therefore being rejected. Applicants **MUST** clearly section or tab the submittal in the order listed below:

Section 1 – As-Needed Environmental Assessment SOQ Submittal Form (See Attachment A)

You must complete this questionnaire and include it in Section 1 of your SOQ submittal. You are not limited to the space available on the form. Feel free to add additional pages as necessary in order to respond thoroughly to the questions in the Submittal Form.

Section 2 – Organizational Chart

Include project manager (the primary contact for firm), key team members and sub-consultants/specialists and identify role within the organization.

Section 3 – Project Manager

Identify the following information for the project manager to establish project management ability:

- Name
- Title/Position
- Education
- Licenses, Registrations, Certifications, Professional Affiliations
- Years of Relevant Experience
- Responsibilities (Nature/title of typical project assignment)
- Example Tasks of Representative Projects

Section 4 – Team Qualifications

Identify the following information for key team members to establish ability of professional personnel:

- Name
- Title/Position
- Education
- Licenses, Registrations, Certifications, Professional Affiliations
- Years of Relevant Experience
- Responsibilities (Nature/title of typical project assignment)
- Example Tasks of Representative Projects

Section 5 – Minority Business Enterprise Certification

Include proof/certification of minority business as defined by the Florida Small and Minority Business Assistance Act of 1985. The proper certificate is issued by Florida's Office of Supplier Diversity. The date of the certificate must be valid as of the SOQ due date. Other local or regional minority certifications receive no points. If not a certified minority business, include a statement that the firm is not a minority business.

Section 6 – Relevant Project Experience

Include the following information on relevant projects your firm has worked on within the last five years:

- Client
- Project Name
- Start and Completion Dates
- Short Project Description
- Who on the team worked on the project and what was their role/services provided
- Firm's Contract Value for the project
- Answer the following questions:
 - ✓ Was the project completed on schedule? If project had an early finish, explain timeliness or if a late finish, explain delay.
 - ✓ Was the project within budget? If under, provided reason for savings, if over, explain exceedance.

Section 7 – Standard Form 330 and Workload Estimate

Include a completed Standard Form 330 showing only the past five years of recent, relevant projects. Although not mandatory, it would be helpful to include a table, pie chart, etc., of how much of the firm's total resource time is allocated to the following three areas: current workload, projected workload, resource time available for Tampa Bay Water projects. The Standard Form 330 is requested as it is a tool with a standard format that is organized and easy to follow for the reviewers. You will not be evaluated on ***completeness*** of the Standard form 330, just the relevant information included in it.

Section 8 – As-Needed Professional Services Contract

Include a statement certifying that the firm has reviewed the Contract (Attachment B) and is willing and able to sign this Contract without changes.

Section 9 – Conflicts of Interest

Identify all contracts the firm and sub-consultants have had with Tampa Bay Water, the Southwest Florida Water Management District and the Member Governments in the past 5 years. Also identify any litigation in which the firm or any sub-consultant was involved with Tampa Bay Water, the Southwest Florida Water Management District and the Member Governments in the past 10 years.

Section 10 – Licensure

Identify all licenses, certifications and registrations held by the firm, project manager, project team members and subconsultants, including State of issuance, number and date of issuance.

Attachment A

As-Needed Environmental Assessment SOQ Submittal Form

SOQ Submittal Form

- (1) Identify the project manager who will respond to work assigned under this contract and indicate how many years of experience the project manager has working in Florida.

- (2) Has your firm worked for Tampa Bay Water directly? _____
Has your firm worked for Tampa Bay Water indirectly as a subconsultant? _____
Approximate value of work completed in the last 5 years? _____

- (3) Is any member of the project team a certified minority business as defined by the Florida Small and Minority Business Assistance Act of 1985? _____

Is documentation included in this SOQ? _____

- (4) Identify any of your employees who have expert witness experience.

Provide a brief description of recent pretrial and/or trial experience.

- (5) Do you wish to be considered for estuarine systems? _____
Fresh water systems? _____
Both estuarine and fresh water systems? _____

***Please note:** Although you can elect to be considered for both estuarine and freshwater systems expertise, each firm or team will only be awarded one contract.

Attachment B

As-Needed Environmental Assessment Professional Services Contract

**AS-NEEDED
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made this ____ day of _____, 2011, by and between **TAMPA BAY WATER, A Regional Water Supply Authority**, an interlocal governmental agency of the State of Florida, created and existing pursuant to Sections 163.01, 373.1962 and 373.1963, ("TAMPA BAY WATER"), and _____ ("CONSULTANT"), a _____ in the State of _____ and authorized to do business in the State of Florida.

WITNESSETH:

WHEREAS, TAMPA BAY WATER desires to retain CONSULTANT for "as-needed" services;

WHEREAS, TAMPA BAY WATER has selected CONSULTANT in accordance with TAMPA BAY WATER's procurement policy and applicable provisions of Florida law ; and

WHEREAS, CONSULTANT agrees to provide "as-needed" services based upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises set forth above, and of the mutual promises set forth below, and other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

SECTION 1 - AS-NEEDED ASSIGNMENTS

1.1 The term "Agreement" includes "Assignments" issued hereunder. The term "Assignment" as used in this Agreement shall mean a written direction from TAMPA BAY WATER to CONSULTANT to perform specific task(s).

1.2 CONSULTANT shall perform professional services, through each Assignment, which services shall consist of providing consultation and advice in connection with various projects involving Environmental Assessment and related fields of science, studies, and investigations. The location for the performance of these services is primarily the three Florida counties of Pasco, Pinellas and Hillsborough.

1.3 TAMPA BAY WATER shall set forth and authorize each Assignment in writing and describe specifically the tasks to be performed, the duration of the Assignment, the required work product, and the fee for such services rendered. Any compensation for services negotiated between TAMPA BAY WATER and CONSULTANT, as to any particular Assignment, shall be based upon the schedule of fees set forth in Exhibit 1 which is attached hereto and made a part hereof ("Fee Schedule").

CONSULTANT acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed through the term of this Agreement. Notwithstanding anything herein to the contrary, the total amount of Assignments, including Additional Services and expenses, under this Agreement shall not exceed \$200,000.

1.4 CONSULTANT'S obligations under this Agreement are included and incorporated in each Assignment. CONSULTANT'S failure to perform under any Assignment shall constitute a failure to perform and carry out CONSULTANT'S obligations under this Agreement.

SECTION 2 - BASIC SERVICES OF CONSULTANT

2.1 With respect to each Assignment issued hereunder, unless expressly excluded in the particular Assignment, the following basic services shall be included and provided by CONSULTANT, in addition to those specified in the particular Assignment.

2.1.1 Consult with TAMPA BAY WATER to clarify and define TAMPA BAY WATER's requirements relative to each Assignment and obtain and review all available data.

2.1.2 Advise TAMPA BAY WATER if there is a need for TAMPA BAY WATER to provide or obtain special services from others, and/or additional data required in connection with each Assignment (which services and data CONSULTANT is not to provide hereunder but which CONSULTANT may utilize in performing services hereunder), and act, upon TAMPA BAY WATER's written request, as TAMPA BAY WATER's representative in connection with any such services or additional data to be provided by others.

2.1.3 Prepare and furnish five (5) copies of completed deliverables to TAMPA BAY WATER and, if requested by TAMPA BAY WATER, present them in person for review with TAMPA BAY WATER.

2.1.4 CONSULTANT agrees that to the extent any particular Assignment includes the involvement of CONSULTANT with a particular construction project identified in that Assignment, CONSULTANT shall review TAMPA BAY WATER's applicable construction contract forms, and the services required of CONSULTANT under such Assignment, unless otherwise expressly noted in the subject Assignment, shall include all services required to be performed by the CONSULTANT under the applicable TAMPA BAY WATER construction contract form, the relevant portions of which shall be made part of any such Assignment.

2.2 Additional Services related to an Assignment, but not described therein nor in paragraph 2.1 above, shall be performed by CONSULTANT upon written request of TAMPA BAY WATER. Such Additional Services shall be provided by CONSULTANT for an additional fee as the parties may agree in writing prior to performance of such Additional Services.

2.3 In the performance of an Assignment, the hours CONSULTANT is to work on any given day will be entirely within CONSULTANT's control and TAMPA BAY WATER will rely upon CONSULTANT to work such number of hours as is necessary to fulfill its duties and to perform the services required thereunder and hereunder with due diligence, to the best of its ability and in a professional and competent manner. Provided, however, TAMPA BAY WATER shall not be liable

for nor be required to pay CONSULTANT any overtime or other premium pay, unless such overtime or premium pay has been expressly approved in advance and in writing by TAMPA BAY WATER. Further, unless otherwise provided in the Assignment, each Assignment shall set forth a time schedule for the performance of the services required of CONSULTANT thereunder, which time schedule CONSULTANT hereby agrees to comply with. CONSULTANT acknowledges and agrees that time is of the essence with respect to its performance under this Agreement.

2.4 CONSULTANT is retained by TAMPA BAY WATER only for the purposes and to the extent set forth in this Agreement, and its relationship with TAMPA BAY WATER shall, during the term of this Agreement, be that of an independent contractor. CONSULTANT shall have the discretion, subject to the requirement that it perform the services required hereunder competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services. In this regard, CONSULTANT shall be fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed or retained by CONSULTANT. Neither CONSULTANT nor CONSULTANT's contractors, subcontractors, consultants, subconsultants, suppliers, experts or other persons or organizations retained or utilized by CONSULTANT for the services required hereunder ("Subconsultants") shall be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of TAMPA BAY WATER. CONSULTANT shall comply with all workers' compensation, employers' liability and other Federal, State and county and municipal laws, ordinances and regulations required of an employer performing services as herein contemplated. Furthermore, CONSULTANT is responsible for paying all income and employment taxes, and TAMPA BAY WATER shall not be responsible for collecting and/or paying withholding, FUTA, FICA or any other state or federal taxes.

2.5 In performing services hereunder, CONSULTANT shall comply with all federal, state, and local laws and regulations. CONSULTANT shall be responsible for identifying and obtaining all permits necessary to complete the services. TAMPA BAY WATER shall pay the cost of obtaining any such permits. Provided, however, CONSULTANT shall be responsible for obtaining, at its sole cost and expense, all necessary licenses and other governmental approvals required in order for CONSULTANT to provide the type of services required of it hereunder.

2.6 At all times during the performance of any of the services required hereunder, CONSULTANT shall comply with Title VII of the Civil Rights Act of 1964, as amended, and the Florida Civil Rights Act of 1992. CONSULTANT shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap or marital status. Further, CONSULTANT shall comply with all applicable rules, regulations or executive orders promulgated to give effect to the Civil Rights Act of 1964, as amended.

2.7 CONSULTANT has represented to TAMPA BAY WATER that CONSULTANT has special expertise in the type of professional services to be provided pursuant to this Agreement and CONSULTANT acknowledges that such representations were a material inducement to TAMPA BAY WATER to enter into this Agreement with CONSULTANT. CONSULTANT, in representing TAMPA BAY WATER, shall promote the best interest of TAMPA BAY WATER and assume towards TAMPA BAY WATER a relationship of trust, confidence and fair dealing.

SECTION 3 – TAMPA BAY WATER RESPONSIBILITIES

3.1 With respect to each Assignment, TAMPA BAY WATER shall provide the applicable criteria and information of TAMPA BAY WATER's requirements and designate a person to act on its behalf on all matters concerning the Assignments issued under this Agreement. Provided, however, except as otherwise expressly stated herein or in the applicable Assignment, no such representative is authorized on behalf of TAMPA BAY WATER to issue any Assignment or approve any change or amendment to this Agreement or any Assignment unless in the best interest of TAMPA BAY WATER and due to causes or circumstances beyond the control of CONSULTANT; and

3.2 With respect to each Assignment, TAMPA BAY WATER shall make available to CONSULTANT studies, reports and other data available to TAMPA BAY WATER that is pertinent to the Assignment, as requested by CONSULTANT, to the extent such items are in TAMPA BAY WATER's possession and TAMPA BAY WATER has actual knowledge of their existence and location. Notwithstanding anything herein to the contrary, TAMPA BAY WATER does not represent or warrant the accuracy or completeness of any such studies, reports and other data, unless it is expressly noted otherwise in writing on such study, report or other data.

SECTION 4 - PERIOD OF SERVICE

4.1 This Agreement shall commence on the day and year as shown above. This Agreement shall continue in full force and effect for a period of not more than three (3) years or until the completion of all Assignments made under this agreement. This Agreement may be amended or terminated as provided in paragraphs 4.2 or 4.4. No Assignments may be issued after written notice of termination by either party.

4.2 This Agreement may be terminated by TAMPA BAY WATER without cause upon written notice by certified mail or actual delivery of notice to CONSULTANT in accordance with paragraph 9.8 of this Agreement. In the event TAMPA BAY WATER exercises its rights under this paragraph 4.2, CONSULTANT shall continue to perform in accordance with all previously issued Assignments, except to the extent CONSULTANT is directed by TAMPA BAY WATER in the termination notice to cease the performance of services under any or all such previously issued Assignments. This Agreement may be terminated by CONSULTANT without cause upon sixty days written notice to TAMPA BAY WATER in accordance with paragraph 9.8 of this Agreement, unless TAMPA BAY WATER terminates this Agreement without cause prior to the expiration of this sixty (60) day period. In the event CONSULTANT exercises its rights under this paragraph 4.2, CONSULTANT shall continue to perform in accordance with all previously issued Assignments, except to the extent CONSULTANT is directed by TAMPA BAY WATER in writing to cease the performance of services under any or all such previously issued Assignments.

4.3 In the event TAMPA BAY WATER terminates this Agreement without cause, CONSULTANT's sole and exclusive recovery against TAMPA BAY WATER shall be limited to that portion of CONSULTANT's compensation earned through the date of termination, together with any costs reasonably incurred by CONSULTANT that are directly attributable to the termination, but the CONSULTANT shall not be entitled to any other or further recovery against TAMPA BAY WATER, including, but not limited to, anticipated fees or profit on services not required to be performed.

TAMPA BAY WATER shall determine that portion of the fee earned for any incomplete Assignment based on the ratio of such part of the Assignment that has been completed relative to the entire Assignment. Any such determination shall be made in TAMPA BAY WATER's sole discretion.

4.4 CONSULTANT shall be considered in material default of this Agreement and such default shall be considered cause for TAMPA BAY WATER to terminate this Agreement, in whole or in part, for any of the following reasons: (a) failure to begin services authorized under any particular Assignment within the time specified in that Assignment, or (b) failure to properly and timely perform the services required hereunder or as directed by TAMPA BAY WATER, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by CONSULTANT or by any of CONSULTANT's principals, partners, officers or directors, or (d) failure to obey and comply with any laws, ordinances, regulations or other codes of conduct, or (e) CONSULTANT fails or refuses to allow public access to all public record documents and other records made or received by CONSULTANT in conjunction with this Agreement, unless exempt under Florida law, or (f) CONSULTANT otherwise materially breaches this Agreement. In any such event, TAMPA BAY WATER may terminate this Agreement, in whole or in part, by giving CONSULTANT fourteen (14) days' written notice. In the event of any such termination, TAMPA BAY WATER shall not be obligated to make any further payments to CONSULTANT hereunder until such time as TAMPA BAY WATER has determined all costs, expenses, losses and damages which TAMPA BAY WATER may have incurred as a result of such default by CONSULTANT, whereupon TAMPA BAY WATER shall be entitled to set off all costs, expenses, losses and damages so incurred by TAMPA BAY WATER against any amounts due CONSULTANT hereunder for services properly performed.

4.5 Notwithstanding the provisions of paragraph 4.4, this Agreement will not terminate for cause if the party receiving the notice begins, within seven (7) days of receipt, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt thereof; provided, however, that if and to the extent such cause for termination cannot reasonably be cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues to diligently cure the same, then the cure period may be further extended by the party that provided said notice.

4.6 If, after notice of termination of this Agreement as provided for in paragraph 4.4 above, it is determined for any reason that CONSULTANT was not in default, or that its default was excusable, or that TAMPA BAY WATER otherwise was not entitled to the remedies against CONSULTANT provided for in paragraph 4.4, then any such termination for cause shall be deemed to be a termination without cause as provided for in paragraph 4.2 above, and CONSULTANT's sole and exclusive remedies against TAMPA BAY WATER shall be the same as and limited to those afforded CONSULTANT under paragraph 4.3 above.

SECTION 5 - PAYMENT

5.1 TAMPA BAY WATER shall pay CONSULTANT for services rendered hereunder according to the fee negotiated and incorporated into the applicable Assignment which shall comply with Tampa Bay Water Administrative Policy 650-15, a copy of which is attached hereto as Exhibit 2. The Fee Schedule for Assignments made under this Agreement is included as Exhibit 1.

5.2 CONSULTANT shall submit separate monthly statements in sufficient detail to allow a preaudit and postaudit thereof for services rendered and allowable expenses incurred for each Assignment. TAMPA BAY WATER shall reimburse CONSULTANT for travel expenses (subject to the "administrative limits" of Section 112.061, Florida Statutes, and Administrative Policy 650-15), provided CONSULTANT (a) maintains and submits appropriate documentation substantiating the expense, (b) discloses that such claim is true and correct as to every material matter, and (c) honors a claim for refund by TAMPA BAY WATER should such reimbursement be in excess of the administrative limits.

5.3 TAMPA BAY WATER shall pay such charges within thirty (30) days of receipt of a complete and correct statement provided (a) there has been progress satisfactory to TAMPA BAY WATER on the Assignment, and (b) CONSULTANT has not violated this Agreement or the Assignment terms.

5.4 The fee or other compensation to be paid to CONSULTANT under any particular Assignment is to be based on Hourly Rate-All Inclusive or Fixed Fee according to Tampa Bay Water Administrative Policy 650-15 (Exhibit 2), CONSULTANT hereby certifies that the wage rates and other factual unit costs supporting such compensation shall be accurate, complete and current at the time such Assignment is executed. Further, CONSULTANT acknowledges and agrees that any such compensation and any additions thereto shall be adjusted to exclude any significant sums by which TAMPA BAY WATER determines such compensation was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Any such adjustment may be made by TAMPA BAY WATER for up to one (1) year after the expiration or termination of this Agreement.

5.5 CONSULTANT's acceptance of final payment as to any particular Assignment shall constitute a full waiver of any and all claims for payment by CONSULTANT against TAMPA BAY WATER arising out of or relating to that Assignment, except those previously made in writing and identified by CONSULTANT as unsettled at the time it submits its invoice for final payment under such Assignment. Neither the acceptance of CONSULTANT's services hereunder nor any payment by TAMPA BAY WATER shall be deemed to be an acceptance of defective or incomplete services by CONSULTANT or a waiver of any of TAMPA BAY WATER's rights or remedies against CONSULTANT.

SECTION 6 – DELEGATION OF AUTHORITY

6.1 TAMPA BAY WATER hereby delegates to its General Manager or his designee authority to approve and execute on behalf of TAMPA BAY WATER any Assignments, including any amendments to any Assignments, provided such Assignments and amendments thereto are not in conflict with any provision of this Agreement.

SECTION 7 - GENERAL INSURANCE REQUIREMENTS

7.1 The types of insurance CONSULTANT shall purchase and maintain shall include the specific coverage set forth in SECTION 8 and be written for no less than the limits specified therein for each occurrence, aggregate and per occurrence combined single limit for all liability, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies, including employers liability required in the workers compensation coverage section, and the total amount of coverage required.

7.2 CONSULTANT shall not commence or continue to perform any Assignment unless CONSULTANT has in full force and effect all required insurance, and until all insurance certificates evidencing the specific insurance coverage required have been delivered to or made available to TAMPA BAY WATER for review, unless TAMPA BAY WATER approves commencement or continuation of the Assignment in writing after full disclosure of the absence of any such insurance by CONSULTANT. No payment for services performed hereunder shall become due and payable until such certificates have been delivered or made available for review. CONSULTANT shall not permit any Subconsultant to perform any portion of an Assignment, unless all insurance requirements, including workers' compensation insurance, have been complied with by such Subconsultant.

7.3 Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to TAMPA BAY WATER, licensed to do business in the State of Florida and countersigned by a resident agent. Insurers shall have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current Best's rating. CONSULTANT shall provide TAMPA BAY WATER with financial information concerning any self-insurance fund insuring CONSULTANT. At TAMPA BAY WATER's option, a Best's rating or self-insurance fund financial information may be waived.

7.4 As evidence of the insurance coverages required by this Agreement, CONSULTANT shall provide TAMPA BAY WATER certificates of insurance evidencing the specific policies issued, the limits of coverage afforded, and the specific endorsement(s) provided, all in accordance with the form attached hereto and made a part hereof as Exhibit 3, or an ACORD form as included in Exhibit 3 meeting these requirements may be substituted with the consent of TAMPA BAY WATER.

7.5 All insurance shall be maintained in full force and effect throughout the entire term of this Agreement. Required insurance shall provide that TAMPA BAY WATER be notified by certified mail at least 30 days in advance of cancellation, non-renewal or adverse change. Should any coverage approach expiration during the period in which it is to remain in full force and effect, it shall be renewed prior to its expiration, and a new certificate of insurance shall be provided to TAMPA BAY WATER at least fifteen (15) days prior to coverage renewal, or a binder shall be provided to TAMPA BAY WATER at least fifteen (15) days prior to renewal with a certificate of insurance within fifteen (15) days thereafter.

7.6 All the policies of insurance required of CONSULTANT, except professional liability and workers' compensation insurance, shall be endorsed to include as additional insureds: TAMPA BAY WATER, and each of its directors, officers, employees, representatives, agents or volunteers with respect to CONSULTANT's liabilities herein. If the additional insureds have other insurance which might be applicable to any loss, the insurance required of CONSULTANT shall be considered primary, and all other insurance shall be considered excess.

7.7 Deductible and self-insured retention amounts shall be subject to approval by TAMPA BAY WATER. CONSULTANT is responsible for payment of any deductibles or self-insured retentions.

7.8 Approval of the insurance by TAMPA BAY WATER shall not relieve or decrease the liability of CONSULTANT hereunder, nor shall it be deemed an acknowledgement by TAMPA BAY WATER that CONSULTANT has satisfied its insurance obligations hereunder. CONSULTANT agrees and understands that TAMPA BAY WATER does not in any way represent that these types or

amounts of insurance are sufficient or adequate to protect CONSULTANT's interests or liabilities, but are merely minimums.

7.9 TAMPA BAY WATER shall have the right to examine copies and relevant provisions of the insurance policies required by this Agreement, subject to reasonable notice to CONSULTANT and appropriate confidentiality provisions to safeguard the proprietary nature of CONSULTANT manuscript policies.

7.10 With respect to all matters covered by any insurance maintained by CONSULTANT, CONSULTANT hereby waives its right of recovery against TAMPA BAY WATER.

7.11 All of the policies of insurance required of CONSULTANT shall be endorsed to expand coverage as required in this Section and Section 8.

7.12 Precaution shall be exercised at all times by CONSULTANT for the protection of all persons, including employees, and their property. CONSULTANT shall comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

7.12.1 TAMPA BAY WATER may order services to be stopped if conditions exist that TAMPA BAY WATER determines present immediate danger to persons or property. CONSULTANT acknowledges that such stoppage will not shift responsibility for any damages from CONSULTANT to TAMPA BAY WATER.

7.13 Unless expressly waived in writing by TAMPA BAY WATER, CONSULTANT shall require each Subconsultant to procure and maintain, until the completion of such Subconsultant's work or services, insurance of the types and in the coverage amounts specified in Section 8. Professional liability insurance shall be required under this Agreement for Subconsultants if the Subconsultant is a licensed professional engineer, geologist, architect, surveyor, landscape architect or related professional, although this does not preclude CONSULTANT from requiring such insurance from others. It shall be the responsibility of CONSULTANT to assure that all Subconsultants comply with all of the insurance requirements contained herein relative to the Subconsultants.

SECTION 8 - INSURANCE AND COVERAGE REQUIREMENTS

8.1 CONSULTANT shall provide the following described insurance, except for coverages specifically waived in writing by TAMPA BAY WATER, on policies and with insurers acceptable to TAMPA BAY WATER. The amounts and types of insurance shall conform to the following minimum requirements with the use of current insurance service office forms and endorsements or their equivalent. Notwithstanding the foregoing, the wording of all policies and endorsements shall be subject to TAMPA BAY WATER's review and approval which shall not be unreasonably withheld.

8.2 LIABILITY INSURANCE

8.2.1 General Liability

a) CONSULTANT shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, automobile policies and other appropriate insurance for the services being performed and furnished hereunder which shall provide protection from claims set forth below which may arise out of or result from CONSULTANT's performance and furnishing of the services and CONSULTANT's other obligations under the Agreement and Assignments issued hereunder.

b) Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Worker's Compensation coverage section) and \$2,000,000 per occurrence of total coverage required. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury, Combined Single Limits:

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal Injury/Advertising Injury	\$1,000,000
Products Comp/Operations Aggregate	\$1,000,000

c) CONSULTANT liability insurance shall include contractual liability coverage sufficient to cover CONSULTANT indemnification obligations under this Agreement. CONSULTANT agrees to pay on behalf of TAMPA BAY WATER, and to provide and pay for a defense for all claims covered by CONSULTANT obligations under the indemnification provisions.

8.2.2 Excess or Umbrella Liability

a) Umbrella liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

8.2.3 Vehicle Liability

a) Coverage shall be maintained as to the business use of all its owned, non-owned, leased or hired vehicles with limits of not less than: Bodily Injury & Property Damage Liability \$1,000,000, Combined Single Limit Each Accident.

b) If CONSULTANT has no owned, non-owned, leased or hired vehicles, a letter from CONSULTANT so stating must be included with the Certificate of Insurance.

8.2.4 Watercraft/Aircraft Liability

a) If CONSULTANT's provision of services involves utilization of watercraft or aircraft, watercraft and/or aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft or aircraft, including owned, non-owned and hired.

8.3 WORKERS COMPENSATION COVERAGE

8.3.1 CONSULTANT shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employers' liability limits of at least \$100,000 each accident and \$100,000 each employee, \$500,000 policy limit for disease.

a) TAMPA BAY WATER requires CONSULTANT and the Subconsultants to purchase workers' compensation insurance for all its employees regardless of the number of employees they have and regardless of any other exemptions. Florida law permits employers who may be exempt from purchase of coverage to waive their exemptions and purchase the coverage. TAMPA BAY WATER requires CONSULTANT and all Subconsultants to purchase said coverage, unless waived in writing by TAMPA BAY WATER.

b) CONSULTANT and the Subconsultants shall also purchase any other coverages required by law for the benefit of employees.

8.4 PROFESSIONAL LIABILITY/MALPRACTICE/ERRORS OR OMISSIONS INSURANCE

8.4.1 CONSULTANT shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence.

8.4.2 If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

8.4.3 To the extent commercially available, coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

SECTION 9 - MISCELLANEOUS

9.1 All documents prepared by or for CONSULTANT pursuant to this Agreement are instruments of service and are the property of TAMPA BAY WATER, subject to TAMPA BAY WATER's payment obligations hereunder.

9.2 CONSULTANT shall notify TAMPA BAY WATER in writing prior to undertaking any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to services for TAMPA BAY WATER under this Agreement.

9.3 TAMPA BAY WATER reserves the right to terminate this Agreement and cancel any Assignments hereunder without compensation to CONSULTANT pursuant to paragraph 4.4 if CONSULTANT fails to notify TAMPA BAY WATER in writing as prescribed in paragraph 9.2 above.

9.4 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than TAMPA BAY WATER and CONSULTANT.

9.5 INDEMNIFICATION: In consideration of One Hundred Dollars (\$100) separately allocated from the consideration paid hereunder, to the fullest extent permitted by law, the receipt and sufficiency of which is acknowledged by CONSULTANT's execution of this Agreement, CONSULTANT shall indemnify and hold harmless TAMPA BAY WATER, its officers and employees from and against any and all liabilities, damages, losses and costs (including but not limited to reasonable attorneys fees) arising out of or to the extent caused by the negligence, recklessness or intentionally wrongful conduct of CONSULTANT or any of the Subconsultants or any other person or organization employed by or utilized by CONSULTANT in the performance of the services required hereunder. This indemnification shall also include all liability, damages, losses and costs (including but not limited to reasonable attorneys fees) arising out of or to the extent caused by any infringement of patents or copyrights incident to providing the services required hereunder.

9.6 CONSULTANT shall not sublet, assign, or transfer this Agreement, any Assignment or any other work specifically set forth under this Agreement without the prior written consent of TAMPA BAY WATER, which consent may be withheld in TAMPA BAY WATER's sole discretion.

9.7 CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement or from any Assignment issued under this Agreement. CONSULTANT represents that it has complied with the provisions of Section 287.055(6), Florida Statutes.

9.8 Any notices or other writings permitted or required to be delivered under the provisions of this Agreement must be in writing and shall be delivered by sending the notice by personal delivery, U.S. regular mail, U.S. express mail or by U.S. certified mail, return receipt requested, in any event with sufficient postage affixed, and addressed as follows:

If to TAMPA BAY WATER:

Tampa Bay Water
2575 Enterprise Road
Clearwater, Florida 33763-1102
Attention: Terrence Thomas

If to CONSULTANT:

Attention: _____

Either party may change said address by notice in writing to the other party in the manner herein provided.

9.9 This written document and all attachments shall constitute the entire Agreement between the parties hereto and said Agreement shall not be amended or modified except in writing duly executed by the party against whom such an amendment or modification is sought to be enforced.

9.10 This Agreement shall be governed by and construed under the laws of the State of Florida.

9.11 Venue for any action arising under this Agreement shall lie exclusively in the State courts for Pinellas County, Florida.

9.12 CONSULTANT communications with TAMPA BAY WATER shall be limited to TAMPA BAY WATER's General Manager and designated staff. Communications with TAMPA BAY WATER Board Members are prohibited, except with the prior written permission of TAMPA BAY WATER's General Manager or at a duly noticed public Board meeting. Any failure of CONSULTANT to strictly comply with the requirements of this paragraph 9.12 shall be deemed a material breach of this Agreement by CONSULTANT. This provision does not prohibit or limit contacts by or on behalf of TAMPA BAY WATER Board Members with CONSULTANT.

9.13 All words used herein in the singular shall extend to and include the plural, and the use of any gender shall extend to and include all genders. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Agreement refer to this Agreement and Assignments as a whole and not to any particular provision of this Agreement of Assignment unless stated otherwise.

9.14 The captions and headings herein are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions. Unless otherwise indicated, references to Sections and paragraphs shall include all subparts.

9.15 CONSULTANT represents that it is in compliance with Subsections 287.133(2) and (3), Florida Statutes, which provide that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

9.16 All analyses, data, documents, models, modeling, reports and tests performed or utilized by CONSULTANT shall be made available to TAMPA BAY WATER upon request and shall be considered public records.

9.17 The parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation or drafting.

9.18 CONSULTANT shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder (collectively referred to as "Records"), for a minimum of three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. TAMPA BAY WATER, or any duly authorized agents or representatives of TAMPA BAY WATER, shall have the right to order, inspect and copy all such Records as often as they deem necessary during any such period of time. This right to audit, inspect and copy the Records shall include all of the Records of the Subconsultants.

9.19 CONSULTANT represents that it is in compliance with Subsection 287.134(2)(a), Florida Statutes, which provides that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

9.20 TAMPA BAY WATER shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services called for hereunder, or the character, quality, amount, or value thereof. The decision of TAMPA BAY WATER upon all such claims, questions or disputes shall be final and binding if not contested by CONSULTANT in a written notice delivered to TAMPA BAY WATER within seven (7) days after CONSULTANT's receipt of written notice from TAMPA BAY WATER concerning such decision.

9.21 All express representations, indemnifications, or limitations made or given in this Agreement shall survive its completion or termination for any reason.

9.22 Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon TAMPA BAY WATER and CONSULTANT, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.23 CONSULTANT has the full power and authority to execute and deliver this Agreement and to incur and perform the obligations provided for herein, all of which have been duly authorized by all proper and necessary actions of the governing entity of CONSULTANT.

9.24 This Agreement is a valid, binding and enforceable obligation of CONSULTANT, and does not violate any law, rule, regulation, contract or agreement otherwise enforceable by or against CONSULTANT, except as same may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the rights of creditors generally.

9.25 TO THE EXTENT PERMITTED BY APPLICABLE LAW, CONSULTANT AND TAMPA BAY WATER HEREBY ACKNOWLEDGE AND AGREE THAT ANY AND ALL CLAIMS ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP CREATED HEREBY ARE MATTERS

WHICH, IF ADJUDICATED, SHOULD BE ADJUDICATED BY A COURT WITHOUT A JURY. THEREFORE, THE PARTIES HEREBY WAIVE A TRIAL BY A JURY. NEITHER TAMPA BAY WATER NOR CONSULTANT OR ANY SUCCESSOR THEREOF SHALL SEEK A TRIAL BY JURY IN ANY ACTION OR PROCEEDING (WHETHER AT LAW OR IN EQUITY, WHETHER DIRECT OR COLLATERAL, WHETHER IN CONTRACT OR IN TORT) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE RELATIONSHIP CREATED HEREBY. NEITHER TAMPA BAY WATER NOR CONSULTANT SHALL SEEK TO CONSOLIDATE ANY ACTION OR PROCEEDING IN WHICH TRIAL BY JURY HAS BEEN WAIVED WITH ANY OTHER ACTION OR PROCEEDING IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH CANNOT BE AND HAVE NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE PARTIES AND THEIR RESPECTIVE ATTORNEYS AND THE PROVISIONS HEREOF SHALL BE SUBJECT TO NO EXCEPTIONS. TAMPA BAY WATER AND CONSULTANT ACKNOWLEDGE AND AGREE THAT NO ONE, INCLUDING, WITHOUT LIMITATION, TAMPA BAY WATER'S AGENTS OR CONSULTANTS, HAS REPRESENTED THAT THE PROVISIONS OF THIS PARAGRAPH OR OF ANY OTHER PARAGRAPH OF THIS AGREEMENT WILL NOT BE FULLY ENFORCED.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly qualified representatives on the date first set forth above.

WITNESSES:

(CONSULTANT)

Signature

Signature

Print Name

Title

Signature

Date

Print Name

(SEAL)

ATTEST:

**TAMPA BAY WATER, A REGIONAL
WATER SUPPLY AUTHORITY**

Secretary

By:_____

Its:_____

Date:_____

(SEAL)

APPROVED AS TO FORM:

Office of the General Counsel

[Version 7-23-09]

INDEX OF EXHIBITS

EXHIBIT 1 – Fee Schedule

EXHIBIT 2 –Tampa Bay Water Administrative Policy 650-15

EXHIBIT 3 – Tampa Bay Water Certificate of Insurance (or ACORD)

EXHIBIT 1

FEE SCHEDULE

Place your Fee Schedule Here

EXHIBIT 2

**TAMPA BAY WATER
ADMINISTRATIVE POLICY 650-15**

Tampa Bay Water

ADMINISTRATIVE POLICY AND PROCEDURE DIRECTIVE 650-15

April 1, 2006

Financial Management

Policy to Standardize Consultant Fees Charged to Tampa Bay Water

OPR: FAM (Ms. Jane Kemerer)
Certified by: FA (Ms. Koni Cassini)
Supersedes: APPD 62-32, September 1, 2004

Pages: 7

I. PURPOSE:

This policy establishes a standardized method for setting fees proposed and/or charged to Tampa Bay Water by consultants and other third parties providing personal/professional services to Tampa Bay Water. These procedures are intended to provide a simplified, efficient mechanism for administering fee structures that will be comparable among entities providing the same or like services.

II. SCOPE:

This policy is applicable to the services of consultants hired directly by Tampa Bay Water and to the services of sub-consultants who perform work for Tampa Bay Water which are charged through to Tampa Bay Water under another consultant's billing. This policy shall be utilized in the process of requesting proposals for services and in the actual billing of services to Tampa Bay Water by the consultants. Personal/professional services include, but are not limited to, companies and individuals providing the following services: engineering; surveying; architectural; auditing; accounting; computer programming and software design; public relations and design; environmental and hydrologic data collection; monitoring and analysis; construction management; land agent services; water supply sampling and testing; records management services; and other as-needed professional or personal services. This Policy does not apply to construction contractors, legal services, or to the purchase of goods and products or the provision of services relative to the maintenance and repair of those goods or products.

This policy applies to Proposals and Bid requests issued after the effective date of the policy and the resulting contracts/services. It does not apply to contracts existing on or prior to the effective date.

III. POLICY:

- A) All individuals or companies providing personal/professional services to Tampa Bay Water shall be required to utilize one of the three methods described below to determine their hourly rate(s) or total fees when proposing and billing fees for services.
- B) The specific method to be used must be established by the project manager, with Director approval, at the time Requests for Proposals/Qualifications (RFP) or Bid requests are issued. A single RFP or Bid shall not utilize both the Raw Labor Rate and the Hourly Rate method. However, contracts for both specified tasks and as-needed services may utilize a rate method and a Fixed Fee method when determined by the project manager to be necessary. Requests for Proposals/Qualifications or Bid requests must state the standard fee method required for the services being proposed. Each contract prepared must also contain a fee schedule based on the required method. Furthermore, all contracts issued as a result of a single RFP or Bid must utilize the method specified in the RFP or Bid. Staff is also encouraged to use the same standard fee method for all services of a particular type. (For example, all engineering services would use the same standard fee method, regardless of the specific nature of the tasks or the department requesting the services.)
- C) Regardless of which of the following three methods is used, the final Rate or Fixed Fee must reflect the final total rate or fee to be billed to Tampa Bay Water **inclusive of all direct, indirect and overhead costs and profit component**. No additional cost recovery or profit will be allowed in addition to the established Rate or Fixed Fee except as described under "Sub-consultant/Outside Services" and "Out-of-State Travel".
 - 1. **Raw Labor Rate with Multiplier method:**

For purposes of this policy, the Raw Labor Rate is defined as the gross wage rate per hour earned by or paid to one or more classes of employee of the consultant, without regard to or inclusion of employee benefits, administrative costs or any other costs of the consultant. The permitted billing method is the Raw Labor Rate X (times) a multiplier which shall not exceed 3.33 (multiplier includes all employee benefits, labor overhead, general and administrative overhead, direct charges and profit).

 - a) The multiplier to be used for a specific contract or group of contracts shall be established by Tampa Bay Water and stated in the Request for Proposals/Qualifications or Bid request that is published by Tampa Bay Water. Such multiplier will be established by Tampa Bay Water based on

industry trends, vendor history or such other market indicators as may be available, but in no case shall it exceed the maximum multiplier of 3.33.

- b) By revision of this policy, Tampa Bay Water may, but has no obligation to, change its maximum allowable multiplier based on the Consumer Price Index, industry trends or such other market indicators as are determined to be appropriate. Such change shall be made no more frequently than semi-annually and will be effective only for Requests for Proposals/Qualifications/Bids published and contracts executed or amended after the effective date of the policy revision.

2. Hourly Rate – all inclusive method:

Total hourly rate all inclusive of labor, employee benefits, labor overhead, general and administrative overhead, direct charges and profit.

3. Fixed Fee method:

In those instances where Tampa Bay Water is contracting for a fixed, specified task or tasks and the department director determines it to be in the best interest of Tampa Bay Water, the Request for Proposals/Qualifications/Bids may specify that the vendor shall propose a single all-inclusive Fee for the defined task(s). The Request for Proposals/Qualifications/Bids must state the task(s) to be performed to which the all-inclusive fee applies and must state that no other fees, direct charges or other charges will be paid by Tampa Bay Water to the vendor relative to the defined tasks.

- D) Fee Schedules submitted by consultants and other third parties under methods C)1. and C)2. shall be itemized by labor position or function as appropriate for the particular contract.
- E) All invoices submitted to Tampa Bay Water for payment for contracts awarded under methods C)1. and C)2. shall show, at a minimum, number of hours worked, dates worked, rate, name and position of personnel performing the work and amount due for the services. Invoices submitted under method C)3. shall show, at a minimum, the dates of service, description of service and amount due for the service. Project Managers may specify inclusion of additional information when needed.
- F) **Sub-consultant/Outside Services:**
Sub-consultant or Outside Services in excess of \$300 may be submitted to Tampa Bay Water by the lead consultant for reimbursement at actual cost plus an administrative markup not to exceed 5%. Copies of the Sub-consultant/Outside service invoice approved by the consultant must accompany the consultant invoice submitted to Tampa Bay Water. If the executed contract requires that a consultant pay a sub-consultant prior to requesting reimbursement for those costs, the sub-consultant invoice submitted must include the date paid by the consultant. The Sub-consultant/Outside Services invoice shall also adhere to the fee and cost standards

established by this policy. Reimbursement shall not be made for services or costs that do not comply with this policy or which do not have proper documentation including, but not limited to, invoices, time sheets, travel reports, paid receipts and so forth. Sub-consultant/Outside services include, but are not limited to, services such as rental of highly-specialized equipment which is not used routinely by the consultant, bulk printing of reports, bulk mailings, photography, placement of advertisements and laboratory fees. It does not include rental of vehicles, computers, purchase of software, travel or other expenses which are considered to be direct costs or general and administrative overhead and should be included in the established Rate or Fixed Fee. Reimbursement of lesser amounts or other exceptions is discouraged and requires written project manager approval prior to incurring the cost. The written approval must be itemized for each activity and occurrence. A copy of this prior written approval must be submitted to the Finance Department with the invoice requesting reimbursement.

G) Direct Charges:

Direct Charges, as referred to in C), are to be included in the established Rate or Fixed Fee and shall not be considered for additional reimbursement. These costs include, but are not limited to, the following:

- Computer time
- Use of any equipment owned by the consultant. (e.g. vehicles, monitoring equipment, cameras, etc.)
- In-house printing
- Research materials
- Telecommunications (e.g. phones, long distance, facsimiles, networking)
- Postage (including overnight, regular mail and courier services)
- Tolls
- Parking
- Gas
- Vehicle Mileage
- Meals (including business meetings)
- In-State Travel (including, but not limited to, airfare, car rental, hotel and taxi.

H) Out-of-State Travel:

For purposes of this policy, Out-of-State Travel is defined as travel between the State of Florida and another point outside the State of Florida by a consultant/sub-consultant or their employee (traveler) which occurs in the performance of tasks authorized by Tampa Bay Water. When an RFP/Bid covers services that require Out-of-State Travel, a provision may be included in the fee arrangement to reimburse the consultant for the Out-of-State Travel subject to the following limitations:

a) Airfare/Mileage:

Tampa Bay Water will reimburse the actual cost of round-trip airfare between the Out-of-State Metropolitan Area where traveler's assigned

office or residence is located and the Tampa Metropolitan Area or between the Florida Metropolitan Area where traveler's assigned office or residence is located and the temporary Out-of-State work location for each task assigned. If an assigned task requires a stay greater than one week, Tampa Bay Water shall reimburse (1) one additional round-trip airfare between traveler's assigned office area/residence and temporary work location for each included weekend or (2) the actual cost of hotel/lodging for the included weekend(s). Tampa Bay Water reserves the right to specify on a task by task basis whether it will reimburse weekend airfare or lodging depending on the length of time of the tasks and the expected cost. The Tampa Bay Water Project Manager shall make this determination when tasks are assigned. All airfare must be Coach Fare or lower and the lowest available fares and advance booking shall be utilized to minimize cost whenever possible when selecting airlines and schedules. Tampa Bay Water reserves the right to deny reimbursement of airfares that are excessive due to the failure of the traveler to either advance book or to use the most cost effective airlines when they had sufficient notification from Tampa Bay Water to do so.

If a traveler travels by private vehicle rather than air, they will be reimbursed the lesser of (1) the actual vehicle mileage traveled at the mileage rate currently in effect for Tampa Bay Water travelers or (2) the airfare that would have been charged had they elected to fly as determined by Tampa Bay Water.

b) Hotel/Lodging:

For work assignments of one week or less, Tampa Bay Water shall reimburse the actual cost of hotel room or comparable accommodations for the period beginning with the night before the first day of service to Tampa Bay Water and ending on the night of the last day of service to Tampa Bay Water. Nights before and after this period including holiday nights and weekend nights will not be reimbursed unless the consultant is actually working for Tampa Bay Water on the holiday or week-end days. If an assigned task requires a stay greater than one week, Tampa Bay Water shall reimburse for (1) one additional round-trip airfare between traveler's assigned office area/residence and temporary work location for each included weekend or (2) the actual cost of hotel/lodging for the included weekend(s) as described in a) above. If the assignment is to last for an extended period of time beyond one month and the traveler obtains lodging on a monthly basis which is clearly less costly than other lodging alternatives, Tampa Bay Water shall reimburse that lodging cost as well as the cost of one round-trip airfare per month for the traveler to return to their home. Reimbursement of actual hotel/lodging costs shall be limited to 115% of the GSA published per diem rate for the specific city or Metropolitan area plus applicable taxes. (See <http://policyworks.gov/org/main/mt/homepage/mtt/perdiem/perd03d.html> or www.gsa.gov "per diem rates".)

c) Shuttle/Taxi:

Tampa Bay Water will reimburse the cost of shuttle service/taxi from airport to hotel and between the hotel and temporary work location(s). Transportation to meal locations is included in the M&IE per diem and will not be reimbursed under this part. There will be no reimbursement for transportation from traveler's home or assigned office to airport, including the cost of airport parking.

d) Rental Car:

The cost of a rental car at the location of temporary assignment will be reimbursed when use of a vehicle is necessary or when it is the most cost-effective transportation available for commuting between hotel and work location(s). Reimbursement will be limited to economy or compact class of vehicles, except that another class may be used if the cost for the period of use is lower than or equal to the cost of the economy or compact class for the same period. Consultant must provide evidence of this cost savings. If another type of vehicle is required for the tasks assigned, this must be approved in writing by the project manager prior to reimbursement.

e) Meal and incidental expense (M&IE):

Meals will be reimbursed at the MI&E rate currently in effect as published by the General Services Administration (GSA) for overnight travel only. There will be no meal per diem for travel which does not include an overnight stay. A meal per diem will not be paid for weekends and holidays unless the traveler is actually working for Tampa Bay Water on those days and such hours of work are documented by an approved time sheet.

The M&IE allowance is established periodically by the GSA and varies by area of the country traveled to. Effective April 1, 2006 (for contracts resulting from requests for proposals or bids issued on or after that date) Tampa Bay Water will utilize the GSA rates in effect on that date, as approved by the Board of Directors. Subsequently, such rates will be adjusted to the GSA rates whenever the GSA publishes revised rates. The GSA normally changes its rates on October 1 of each year and may also make interim changes to the rate schedules. It shall be the responsibility of every traveler to check the current rates for their travel destination and dates of travel on the GSA website. www.gsa.gov. [Click on "e-tools", then on "Per Diem Rates".]

The full GSA M&IE rate will be paid for a full day (midnight to midnight) of travel. The traveler will be compensated at 75% of the full rate for the day of departure and the day of return. (E.g. if the full rate is \$39, the traveler will receive \$29.25 for the day of departure and \$29.25 for the day of return and \$39 for any intervening days.) If the cost of one or more meals is included in the registration fee for an activity, the per diem

payable to the traveler will be reduced for each meal so included based on the GSA's Meals and Incidental Expense Breakdown at www.gsa.gov.

The M&IE allowance includes the cost of meals and incidental expenses (tips at restaurants and hotels, tips for baggage handling and transportation between the business location and places where meals are taken). No further amounts shall be reimbursed for those items.

f) Supporting Documentation:

The following supporting documentation must be included with any request for reimbursement of Out-of-State Travel costs:

- (1) Tampa Bay Water Travel Reimbursement Form for Consultants, completed with dates and times of travel, days worked for Tampa Bay Water, detail of expenses incurred and business purpose.
- (2) Copy of airline ticket and boarding pass as proof of travel.
- (3) Copy of paid hotel/lodging bill.
- (4) Copy of receipt for taxi/shuttle if greater than \$10.00 individually or \$25.00 in the aggregate.
- (5) Copy of paid rental car invoice/agreement.

g) Travel Costs not listed in a) through e) or not documented in accordance with f) shall not be reimbursed.

h) Tampa Bay Water shall not reimburse the travel costs of any individual if the work assignment for that individual is expected to last longer than one year. (Such assignments are deemed indefinite in accordance with the Internal Revenue Service regulations and, as such, do not constitute deductible travel expenses to the traveler.)



JERRY L. MAXWELL
General Manager

EXHIBIT 3

**TAMPA BAY WATER CERTIFICATE OF INSURANCE
OR
APPROVED ACORD FORM**



2575 Enterprise Road
Clearwater, Florida 33763-1102
Phone: 727.796.2355
Fax: 727.791.2388
Suncom: 513.7010
www.tampabaywater.org

Issue Date:

Contract Number:

CANCELLATION: Should any of the below described policies be cancelled, non-renewed or adversely changed before the expiration date thereof, the issuing company will provide 30 days written notice to **TAMPA BAY WATER** by certified mail.

Producer:

Insured:

Companies Affording Coverage:

Best Rating/Class:

A.		
B.		
C.		
D.		
E.		

COVERAGES: This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated.

Co. Letter	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPIR. DATE	LIMITS ALL LIMITS IN THOUSANDS		
						EACH OCCURRENCE	AGGREGATE
	General Liability ☐ Commercial Form ☐ Occurrence ☐ Claims Made ☐ Comprehensive Form ☐ Premises Operations ☐ Explosion, Collapse, Underground Hazard ☐ Products/Completed Operations Hazard ☐ Contractual Insurance ☐ Broad Form Property Damage ☐ Independent Contractor ☐ Personal Injury				BI & PD Combined	\$	\$
					Bodily Injury	\$	\$
					Property Damage	\$	\$
					Products Comp/OP	\$	\$
					Personal & Adv. Injury	\$	\$
					* Separate Project Agg. For Tampa Bay Water		\$
	Automobile Liability ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos				Combined Single Limit		
					Bodily Injury (Per Person)		
					Property Damage		
	Umbrella/Excess Liability ☐ Umbrella Form ☐ Excess Form ☐ Following Form Coverage				Each Occurrence		\$
					Aggregate		\$
	Workers' Compensation and Employers' Liability				☐ Statutory Coverage Limit		\$
					EL Each Accident		\$
					EL Disease Policy Limit		\$
					EL Disease Each Employee		\$
	Professional Liability ☐ Claims Made ☐ Occurrence Retro Date:					\$	\$
	Builder's Risk ☐ All Risk Permission to Occupy ☐ All Owner's Contractors, Subcontractors' Interests Covered ☐ Installation Floater					\$	\$
	Fidelity ☐ Employee Dishonesty ☐ Covers Loss to Tampa Bay Water					\$	
	Other						

Description of Operations/Locations/Vehicle/Special Items:

* Specific Project or Location:

CERTIFICATE HOLDER and ADDITIONAL INSURED

Tampa Bay Water, its Consultants, Subsidiaries or Affiliates and each of Tampa Bay Water's Directors, Officers, Employees, Representatives, Agents or Volunteers.

Authorized Representative: _____

(Signature required)

Address: _____

Telephone: _____

Fax: _____

SEE REVERSE SIDE OF FORM

THIS IS TO FURTHER CERTIFY THAT:

1. The company issuing the General Liability Coverage hereby agrees to waive any right of subrogation it may acquire against Tampa Bay Water, its engineers, its consultants, and all other parties named as insured by reason of any payment made on account of personal injury, bodily injury, including death resulting therefrom, sustained by any employee of the insured or property damage arising out of the performance or furnishing of work under the above referenced Agreement.
2. Each of the above described policies contains a provision or endorsement that the coverage afforded will not be canceled, adversely changed or non-renewed until at least thirty (30) days prior written notice has been given to Tampa Bay Water by certified mail.
3. Each of the above listed companies hereby agrees to deliver to Tampa Bay Water new Certificate(s) of Insurance at least fifteen (15) days prior to coverage renewals or binder within such period and a certificate within fifteen (15) days thereafter.
4. If requested, each of the above listed companies hereby agrees to deliver two (2) copies of the policies purchased by the Agent to Tampa Bay Water.
5. Each of the above listed companies is authorized to do business and has an agent for service of process in Florida and has an "A" policy holders rating and a financial rating of at least Class VIII in accordance with the most current Best's rating. For self-insurance funds, financial statements are to be provided if requested by Tampa Bay Water. (AT Tampa Bay Water's option, a Best's rating or financial information regarding any self-insurance funds may be waived.)

ACORD 114 CERTIFICATE OF LIABILITY INSURANCE		Clear	Save	DATE (MM/DD/YYYY)
PRODUCER Your Insurance Agent		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED Company Name Street City, State, Zip Code		INSURERS AFFORDING COVERAGE INSURER A: Company Name INSURER B: INSURER C: INSURER D: INSURER E:		NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PROJECT ☐ LOC	Policy Number	effective	expires	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	X	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	Policy Number	effective	expires	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	X	EXCESS/UMBRELLA LIABILITY X OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$	Policy Number	effective	expires	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below NO	Policy Number	effective	expires	X WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 DISEASE - POLICY LIMIT \$ 500,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Job Name/Number
Tampa Bay Water, Its Engineers, Architects, Consultants, Subsidiaries or Affiliates and each of the Tampa Bay Water Directors, Officers, Employees, Representatives, Agents or Volunteers shall be named as additional insured under the GL Policy per CG 20 10 (07/04) AND CG 20 37 (07/04) or equivalent, and the Automobile Liability policy. Waiver of Subrogation is provided in favor of Tampa Bay Water on all policies. The insurance evidenced by this Certificate is primary and non-contributory to any insurance maintained by Tampa Bay Water.

CERTIFICATE HOLDER

Tampa Bay Water 2575 Enterprise Road Clearwater, FL 33763-1102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	--

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Attachment C

As-Needed Environmental Assessment Scoring Criteria

“AS-NEEDED” ENVIRONMENTAL CONSULTING SERVICES

Ranking as indicated on the scale below each category.

<u>Ranking 1-5</u>	<u>Ranking 1-10</u>	<u>Ranking 1-15</u>
1 Poor	1-2 Poor	1-3 Poor
2 Average	3-4 Average	4-6 Average
3 Good	5-6 Good	7-9 Good
4 Very Good	7-8 Very good	10-12 Very good
5 Outstanding	9-10 Outstanding	13-15 Outstanding

Items 1 through 6 are General categories that apply to all SOQ scores

1. **“Project Management Experience”** (15)

means the overall project management experience (years of experience as a project manager as well as responsiveness to scope, fee, and timeliness of work done) of the individual(s) listed in the SOQ who would be designated as the project manager for projects assigned under this contract.

2. **"Volume of Work Previously Awarded"** (5)

means points will be given to qualified firms that have **NOT** previously provided work for Tampa Bay Water. Five points will be awarded to a qualified team where the prime and subs have never worked for Tampa Bay Water previously, zero points to a qualified team where the prime and subs have previously performed a substantial volume of work for Tampa Bay Water and a range of points to other qualified teams between four (little previous work) and one (high volume of previous work, but less than substantial).

3. **"Previous Project Experience"** (10)

means breadth of experience of the project team, as well as quality and timeliness of performance on the types of past or current projects expected to be assigned under this as-needed contract. Those with known deficiencies in quality of work or timeliness should be ranked lower. No penalty or bonus should be assessed if the consultant has not previously worked for Tampa Bay Water.

4. **“Regional Ecologic and Hydrologic Knowledge”** (10)

means the experience and expertise of the project team in performing environmental and ecological projects either within the Tampa Bay Region or ecologically similar regions.

5. **“Expert Witness Experience”** (5)

means the amount of previous experience the listed individuals have in legal proceedings as qualified experts. Higher points should be assigned for those individuals who have provided actual expert witness testimony in court proceedings.

6. **“Minority Status”** (5)

documentation of certification as a minority business as defined by the Florida Small and Minority Business Assistance Act of 1985. Documentation must be included in SOQ and must be current as of the date of SOQ submittal. Five points to be awarded for confirmed minority status/proper documentation/certification, zero points for none.

Items 7 through 12 are Freshwater Systems categories

7. “Environmental Permitting” (15)

means the experience and expertise that the individuals listed in the SOQ have in environmental permitting.

8. “Environmental Mitigation and Restoration” (15)

means the experience and expertise that the consultant has in environmental mitigation and restoration.

9. “Environmental Monitoring” (15)

means experience and expertise in environmental (ecological and hydrological) monitoring.

10. “Statistical Analysis” (10)

means the experience and expertise the consultant has in statistical analysis and interpretation of ecologic and hydrologic data.

11. “Geographical Analysis (GIS/CAD) and Remote Sensing” (10)

means the experience and expertise the consultant has in geographical analysis (GIS/CAD) and remote sensing technologies.

12. “Land Management Services” (10)

means the experience and expertise the consultant has in tasks such as exotic species treatment and removal, control burns, fence and gate maintenance, mowing, planting, erosion repair and other land management related tasks.

Item 13 is the only Estuarine Systems category

13. “Estuarine Systems” (15)

means the experience and expertise that the consultant has in estuarine systems, including quantitative analyses of biologic, hydrologic, and physical data. More specifically: water quality modeling/regression analyses, evaluation of estuarine characteristics (e.g., salinity regimes and living resources), and relationships between flow regimes, water quality, and biological resources.

Items 14 and 15 are the Totals categories

14. “Total Score – Freshwater Systems”

will represent the total of the General categories and the Freshwater Systems categories for a total of between 10 (poor) and 125 (outstanding).

15. “Total Score – Estuarine Systems”

will represent the total of the General categories and the Estuarine Systems category for a total of between 5 (poor) and 65 (outstanding).

Note: For the consultant ranking and selection, the highest-ranked firm for Total Score – Estuarine Systems (Item 15) will be selected for the single As-Needed contract set aside for that purpose. The remaining seven (7) As-Needed contracts will go to the top seven firms ranked by Total Score – Freshwater Systems (Item 14). Although firms can be scored for both estuarine systems and freshwater systems, no firm will be awarded both an estuarine systems and freshwater systems contract.

Attachment D

December 30, 2010 Demandstar Advertisement



Date: December 22, 2010

Tampa Bay Water is accepting statements of qualifications (SOQs) for "as-needed" environmental assessment consulting services. Examples of potential project assignments include: wetland permitting and mitigation/restoration; environmental monitoring; wetland, lake, and estuary investigations; land management services; and statistical and geographical analysis of environmental data. Under a three-year contract, services will be assigned on a task order basis. A total of eight (8) contracts will be recommended to the Board of Directors for approval. Each SOQ (unless deemed incomplete or late) will receive two scores: one with an emphasis on estuarine systems experience; and one with an emphasis on freshwater systems experience. One contract will be reserved for the firm scoring highest in estuarine systems experience and qualifications. Seven firms will be selected based on their scores in freshwater systems experience and qualifications. All services shall be performed within Hillsborough, Pasco, and Pinellas Counties. Professional liability insurance will be required.

An "As-Needed Environmental Assessment Consultant Selection Guide" (Guide) containing a detailed list of required services, insurance requirements, and a sample contract may be obtained at this Demandstar posting or by calling Tampa Bay Water's Records Department at (727) 796-2355.

Six copies of SOQs from interested firms (including required items as listed in the Guide) must be delivered on or before 3:00 p.m., January 20, 2011, addressed to Mr. Terrence Thomas, P.G., Tampa Bay Water, 2575 Enterprise Road, Clearwater, Florida 33763. Submittals that do not include all of the required information shall be considered incomplete and will be rejected.

Attachment E

Tampa Bay Water's standard Certificate of Insurance



2575 Enterprise Road
Clearwater, Florida 33763-1102
Phone: 727.796.2355
Fax: 727.791.2388
Suncom: 513.7010
www.tampabaywater.org

Issue Date:

Contract Number:

CANCELLATION: Should any of the below described policies be cancelled, non-renewed or adversely changed before the expiration date thereof, the issuing company will provide 30 days written notice to **TAMPA BAY WATER** by certified mail.

Producer:

Insured:

Companies Affording Coverage:

Best Rating/Class:

A.

B.

C.

D.

E.

COVERAGES: This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated.

Co. Letter	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPIR. DATE	LIMITS ALL LIMITS IN THOUSANDS		
						EACH OCCURRENCE	AGGREGATE
	General Liability ☐ Commercial Form ☐ Occurrence ☐ Claims Made ☐ Comprehensive Form ☐ Premises Operations ☐ Explosion, Collapse, Underground Hazard ☐ Products/Completed Operations Hazard ☐ Contractual Insurance ☐ Broad Form Property Damage ☐ Independent Contractor ☐ Personal Injury				BI & PD Combined	\$	\$
					Bodily Injury	\$	\$
					Property Damage	\$	\$
					Products Comp/OP	\$	\$
					Personal & Adv. Injury	\$	\$
					* Separate Project Agg. For Tampa Bay Water		\$
	Automobile Liability ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos				Combined Single Limit		
					Bodily Injury (Per Person)		
					Property Damage		
	Umbrella/Excess Liability ☐ Umbrella Form ☐ Excess Form ☐ Following Form Coverage				Each Occurrence		\$
					Aggregate		\$
	Workers' Compensation and Employers' Liability				☐ Statutory Coverage Limit		\$
					EL Each Accident		\$
					EL Disease Policy Limit		\$
					EL Disease Each Employee		\$
	Professional Liability ☐ Claims Made ☐ Occurrence Retro Date:					\$	\$
	Builder's Risk ☐ All Risk Permission to Occupy ☐ All Owner's Contractors, Subcontractors' Interests Covered ☐ Installation Floater					\$	\$
	Fidelity ☐ Employee Dishonesty ☐ Covers Loss to Tampa Bay Water					\$	
	Other						

Description of Operations/Locations/Vehicle/Special Items:

* Specific Project or Location:

CERTIFICATE HOLDER and ADDITIONAL INSURED

Tampa Bay Water, its Consultants, Subsidiaries or Affiliates and each of Tampa Bay Water's Directors, Officers, Employees, Representatives, Agents or Volunteers.

Authorized Representative: _____

(Signature required)

Address: _____

Telephone: _____

Fax: _____

SEE REVERSE SIDE OF FORM

THIS IS TO FURTHER CERTIFY THAT:

1. The company issuing the General Liability Coverage hereby agrees to waive any right of subrogation it may acquire against Tampa Bay Water, its engineers, its consultants, and all other parties named as insured by reason of any payment made on account of personal injury, bodily injury, including death resulting therefrom, sustained by any employee of the insured or property damage arising out of the performance or furnishing of work under the above referenced Agreement.
2. Each of the above described policies contains a provision or endorsement that the coverage afforded will not be canceled, adversely changed or non-renewed until at least thirty (30) days prior written notice has been given to Tampa Bay Water by certified mail.
3. Each of the above listed companies hereby agrees to deliver to Tampa Bay Water new Certificate(s) of Insurance at least fifteen (15) days prior to coverage renewals or binder within such period and a certificate within fifteen (15) days thereafter.
4. If requested, each of the above listed companies hereby agrees to deliver two (2) copies of the policies purchased by the Agent to Tampa Bay Water.
5. Each of the above listed companies is authorized to do business and has an agent for service of process in Florida and has an "A" policy holders rating and a financial rating of at least Class VIII in accordance with the most current Best's rating. For self-insurance funds, financial statements are to be provided if requested by Tampa Bay Water. (AT Tampa Bay Water's option, a Best's rating or financial information regarding any self-insurance funds may be waived.)

ACORD_{TM} CERTIFICATE OF LIABILITY INSURANCE Clear Save 						DATE (MM/DD/YYYY)		
PRODUCER Your Insurance Agent				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
INSURED Company Name Street City, State, Zip Code				INSURERS AFFORDING COVERAGE INSURER A: Company Name INSURER B: INSURER C: INSURER D: INSURER E:		NAIC # 		
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR	ADD'L	LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
				☒ GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC	Policy Number	effective	expires	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000
				☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	Policy Number	effective	expires	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
				☐ GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EAACC \$ AGG \$
				☒ EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$	Policy Number	effective	expires	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$
				☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below NO OTHER	Policy Number	effective	expires	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 DISEASE - POLICY LIMIT \$ 500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Re: Job Name/Number Tampa Bay Water, Its Engineers, Architects, Consultants, Subsidiaries or Affiliates and each of the Tampa Bay Water Directors, Officers, Employees, Representatives, Agents or Volunteers shall be named as additional insured under the GL Policy per CG 20 10 (07/04) AND CG 20 37 (07/04) or equivalent, and the Automobile Liability policy. Waiver of Subrogation is provided in favor of Tampa Bay Water on all policies. The insurance evidenced by this Certificate is primary and non-contributory to any insurance maintained by Tampa Bay Water.								
CERTIFICATE HOLDER Tampa Bay Water 2575 Enterprise Road Clearwater, FL 33763-1102						CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Attachment F

Tampa Bay Water's standard insurance requirements

ADMINISTRATIVE POLICY	
TITLE: Insurance Requirements	NUMBER: 10-01
DIVISION/DEPARTMENT: Administration	EFFECTIVE DATE: March 7, 1997
APPROVED: (Signature of GM or Chairman) 	SUPERSEDES: August 30, 1995

I. POLICY STATEMENT

All contracts issued by the Authority require the minimum insurance coverage amounts listed below. Some contracts will require more than the minimum amounts shown below. The Project Manager and/or the General Manager and General Counsel will decide the required amount on an individual contract basis. Not all contracts will require Professional Liability, but when they do the minimum will be as shown.

<u>General Liability</u>	<u>Amount</u>
Aggregate	\$1,000,000
Products-Comp/OPS Aggregate	\$ 500,000
Personal/Advertising Injury	\$ 500,000
Each Occurrence	\$ 500,000
Automobile (Combined)	\$ 500,000
<u>Worker's Compensation</u>	
Each Accident	\$ 100,000
Each Disease	\$ 500,000
Disease/Each Employee	\$ 100,000
Professional Liability (when required)	\$1,000,000
<u>Excess Liability</u>	
Each Occurrence	\$ 500,000

II. PROCEDURE

A. All contracts must contain information indicating the amount of insurance required.

B. WCRWSA CERTIFICATE OF INSURANCE or "ACORD" forms (as attached) are to be included in each contract.

C. The form returned to us from the insurance company must be the WCRWSA CERTIFICATE OF INSURANCE form or the standard "Acord" form used by the industry. The WCRWSA form may be copied and returned with original signatures, but must be an exact copy of WCRWSA form on both sides.

D. Whenever the contract requires more or less than our standard minimum amount of insurance in any category, the attached CONTRACT INSURANCE REQUIREMENT (CIR) form must be completed and forwarded to the Risk Management Department at the time the solicitation package is completed and let for bids.

E. Also, if any contract requires Professional Liability coverage, this must be indicated, along with the amount, on the CIR form and returned to Risk Management.

F. Any questions regarding amounts of insurance other than shown here should be discussed with the Finance Manager.

Attachment G

Tampa Bay Water Policy #650-15, Standardization of Consultant Fees

Tampa Bay Water

ADMINISTRATIVE POLICY AND PROCEDURE DIRECTIVE 650-15

April 1, 2006

Financial Management

Policy to Standardize Consultant Fees Charged to Tampa Bay Water

OPR: FAM (Ms. Jane Kemerer)
Certified by: FA (Ms. Koni Cassini)
Supersedes: APPD 62-32, September 1, 2004

Pages: 7

I. PURPOSE:

This policy establishes a standardized method for setting fees proposed and/or charged to Tampa Bay Water by consultants and other third parties providing personal/professional services to Tampa Bay Water. These procedures are intended to provide a simplified, efficient mechanism for administering fee structures that will be comparable among entities providing the same or like services.

II. SCOPE:

This policy is applicable to the services of consultants hired directly by Tampa Bay Water and to the services of sub-consultants who perform work for Tampa Bay Water which are charged through to Tampa Bay Water under another consultant's billing. This policy shall be utilized in the process of requesting proposals for services and in the actual billing of services to Tampa Bay Water by the consultants. Personal/professional services include, but are not limited to, companies and individuals providing the following services: engineering; surveying; architectural; auditing; accounting; computer programming and software design; public relations and design; environmental and hydrologic data collection; monitoring and analysis; construction management; land agent services; water supply sampling and testing; records management services; and other as-needed professional or personal services. This Policy does not apply to construction contractors, legal services, or to the purchase of goods and products or the provision of services relative to the maintenance and repair of those goods or products.

This policy applies to Proposals and Bid requests issued after the effective date of the policy and the resulting contracts/services. It does not apply to contracts existing on or prior to the effective date.

III. POLICY:

- A) All individuals or companies providing personal/professional services to Tampa Bay Water shall be required to utilize one of the three methods described below to determine their hourly rate(s) or total fees when proposing and billing fees for services.
- B) The specific method to be used must be established by the project manager, with Director approval, at the time Requests for Proposals/Qualifications (RFP) or Bid requests are issued. A single RFP or Bid shall not utilize both the Raw Labor Rate and the Hourly Rate method. However, contracts for both specified tasks and as-needed services may utilize a rate method and a Fixed Fee method when determined by the project manager to be necessary. Requests for Proposals/Qualifications or Bid requests must state the standard fee method required for the services being proposed. Each contract prepared must also contain a fee schedule based on the required method. Furthermore, all contracts issued as a result of a single RFP or Bid must utilize the method specified in the RFP or Bid. Staff is also encouraged to use the same standard fee method for all services of a particular type. (For example, all engineering services would use the same standard fee method, regardless of the specific nature of the tasks or the department requesting the services.)
- C) Regardless of which of the following three methods is used, the final Rate or Fixed Fee must reflect the final total rate or fee to be billed to Tampa Bay Water **inclusive of all direct, indirect and overhead costs and profit component**. No additional cost recovery or profit will be allowed in addition to the established Rate or Fixed Fee except as described under "Sub-consultant/Outside Services" and "Out-of-State Travel".

1. Raw Labor Rate with Multiplier method:

For purposes of this policy, the Raw Labor Rate is defined as the gross wage rate per hour earned by or paid to one or more classes of employee of the consultant, without regard to or inclusion of employee benefits, administrative costs or any other costs of the consultant. The permitted billing method is the Raw Labor Rate X (times) a multiplier which shall not exceed 3.33 (multiplier includes all employee benefits, labor overhead, general and administrative overhead, direct charges and profit).

- a) The multiplier to be used for a specific contract or group of contracts shall be established by Tampa Bay Water and stated in the Request for Proposals/Qualifications or Bid request that is published by Tampa Bay Water. Such multiplier will be established by Tampa Bay Water based on

industry trends, vendor history or such other market indicators as may be available, but in no case shall it exceed the maximum multiplier of 3.33.

- b) By revision of this policy, Tampa Bay Water may, but has no obligation to, change its maximum allowable multiplier based on the Consumer Price Index, industry trends or such other market indicators as are determined to be appropriate. Such change shall be made no more frequently than semi-annually and will be effective only for Requests for Proposals/Qualifications/Bids published and contracts executed or amended after the effective date of the policy revision.

2. Hourly Rate – all inclusive method:

Total hourly rate all inclusive of labor, employee benefits, labor overhead, general and administrative overhead, direct charges and profit.

3. Fixed Fee method:

In those instances where Tampa Bay Water is contracting for a fixed, specified task or tasks and the department director determines it to be in the best interest of Tampa Bay Water, the Request for Proposals/Qualifications/Bids may specify that the vendor shall propose a single all-inclusive Fee for the defined task(s). The Request for Proposals/Qualifications/Bids must state the task(s) to be performed to which the all-inclusive fee applies and must state that no other fees, direct charges or other charges will be paid by Tampa Bay Water to the vendor relative to the defined tasks.

- D) Fee Schedules submitted by consultants and other third parties under methods C)1. and C)2. shall be itemized by labor position or function as appropriate for the particular contract.
- E) All invoices submitted to Tampa Bay Water for payment for contracts awarded under methods C)1. and C)2. shall show, at a minimum, number of hours worked, dates worked, rate, name and position of personnel performing the work and amount due for the services. Invoices submitted under method C)3. shall show, at a minimum, the dates of service, description of service and amount due for the service. Project Managers may specify inclusion of additional information when needed.
- F) **Sub-consultant/Outside Services:**
Sub-consultant or Outside Services in excess of \$300 may be submitted to Tampa Bay Water by the lead consultant for reimbursement at actual cost plus an administrative markup not to exceed 5%. Copies of the Sub-consultant/Outside service invoice approved by the consultant must accompany the consultant invoice submitted to Tampa Bay Water. If the executed contract requires that a consultant pay a sub-consultant prior to requesting reimbursement for those costs, the sub-consultant invoice submitted must include the date paid by the consultant. The Sub-consultant/Outside Services invoice shall also adhere to the fee and cost standards

established by this policy. Reimbursement shall not be made for services or costs that do not comply with this policy or which do not have proper documentation including, but not limited to, invoices, time sheets, travel reports, paid receipts and so forth. Sub-consultant/Outside services include, but are not limited to, services such as rental of highly-specialized equipment which is not used routinely by the consultant, bulk printing of reports, bulk mailings, photography, placement of advertisements and laboratory fees. It does not include rental of vehicles, computers, purchase of software, travel or other expenses which are considered to be direct costs or general and administrative overhead and should be included in the established Rate or Fixed Fee. Reimbursement of lesser amounts or other exceptions is discouraged and requires written project manager approval prior to incurring the cost. The written approval must be itemized for each activity and occurrence. A copy of this prior written approval must be submitted to the Finance Department with the invoice requesting reimbursement.

G) Direct Charges:

Direct Charges, as referred to in C), are to be included in the established Rate or Fixed Fee and shall not be considered for additional reimbursement. These costs include, but are not limited to, the following:

- Computer time
- Use of any equipment owned by the consultant. (e.g. vehicles, monitoring equipment, cameras, etc.)
- In-house printing
- Research materials
- Telecommunications (e.g. phones, long distance, facsimiles, networking)
- Postage (including overnight, regular mail and courier services)
- Tolls
- Parking
- Gas
- Vehicle Mileage
- Meals (including business meetings)
- In-State Travel (including, but not limited to, airfare, car rental, hotel and taxi.

H) Out-of-State Travel:

For purposes of this policy, Out-of-State Travel is defined as travel between the State of Florida and another point outside the State of Florida by a consultant/sub-consultant or their employee (traveler) which occurs in the performance of tasks authorized by Tampa Bay Water. When an RFP/Bid covers services that require Out-of-State Travel, a provision may be included in the fee arrangement to reimburse the consultant for the Out-of-State Travel subject to the following limitations:

a) Airfare/Mileage:

Tampa Bay Water will reimburse the actual cost of round-trip airfare between the Out-of-State Metropolitan Area where traveler's assigned

office or residence is located and the Tampa Metropolitan Area or between the Florida Metropolitan Area where traveler's assigned office or residence is located and the temporary Out-of-State work location for each task assigned. If an assigned task requires a stay greater than one week, Tampa Bay Water shall reimburse (1) one additional round-trip airfare between traveler's assigned office area/residence and temporary work location for each included weekend or (2) the actual cost of hotel/lodging for the included weekend(s). Tampa Bay Water reserves the right to specify on a task by task basis whether it will reimburse weekend airfare or lodging depending on the length of time of the tasks and the expected cost. The Tampa Bay Water Project Manager shall make this determination when tasks are assigned. All airfare must be Coach Fare or lower and the lowest available fares and advance booking shall be utilized to minimize cost whenever possible when selecting airlines and schedules. Tampa Bay Water reserves the right to deny reimbursement of airfares that are excessive due to the failure of the traveler to either advance book or to use the most cost effective airlines when they had sufficient notification from Tampa Bay Water to do so.

If a traveler travels by private vehicle rather than air, they will be reimbursed the lesser of (1) the actual vehicle mileage traveled at the mileage rate currently in effect for Tampa Bay Water travelers or (2) the airfare that would have been charged had they elected to fly as determined by Tampa Bay Water.

b) Hotel/Lodging:

For work assignments of one week or less, Tampa Bay Water shall reimburse the actual cost of hotel room or comparable accommodations for the period beginning with the night before the first day of service to Tampa Bay Water and ending on the night of the last day of service to Tampa Bay Water. Nights before and after this period including holiday nights and weekend nights will not be reimbursed unless the consultant is actually working for Tampa Bay Water on the holiday or week-end days. If an assigned task requires a stay greater than one week, Tampa Bay Water shall reimburse for (1) one additional round-trip airfare between traveler's assigned office area/residence and temporary work location for each included weekend or (2) the actual cost of hotel/lodging for the included weekend(s) as described in a) above. If the assignment is to last for an extended period of time beyond one month and the traveler obtains lodging on a monthly basis which is clearly less costly than other lodging alternatives, Tampa Bay Water shall reimburse that lodging cost as well as the cost of one round-trip airfare per month for the traveler to return to their home. Reimbursement of actual hotel/lodging costs shall be limited to 115% of the GSA published per diem rate for the specific city or Metropolitan area plus applicable taxes. (See <http://policyworks.gov/org/main/mt/homepage/mtt/perdiem/perd03d.html> or www.gsa.gov "per diem rates".)

c) Shuttle/Taxi:

Tampa Bay Water will reimburse the cost of shuttle service/taxi from airport to hotel and between the hotel and temporary work location(s). Transportation to meal locations is included in the M&IE per diem and will not be reimbursed under this part. There will be no reimbursement for transportation from traveler's home or assigned office to airport, including the cost of airport parking.

d) Rental Car:

The cost of a rental car at the location of temporary assignment will be reimbursed when use of a vehicle is necessary or when it is the most cost-effective transportation available for commuting between hotel and work location(s). Reimbursement will be limited to economy or compact class of vehicles, except that another class may be used if the cost for the period of use is lower than or equal to the cost of the economy or compact class for the same period. Consultant must provide evidence of this cost savings. If another type of vehicle is required for the tasks assigned, this must be approved in writing by the project manager prior to reimbursement.

e) Meal and incidental expense (M&IE):

Meals will be reimbursed at the M&IE rate currently in effect as published by the General Services Administration (GSA) for overnight travel only. There will be no meal per diem for travel which does not include an overnight stay. A meal per diem will not be paid for weekends and holidays unless the traveler is actually working for Tampa Bay Water on those days and such hours of work are documented by an approved time sheet.

The M&IE allowance is established periodically by the GSA and varies by area of the country traveled to. Effective April 1, 2006 (for contracts resulting from requests for proposals or bids issued on or after that date) Tampa Bay Water will utilize the GSA rates in effect on that date, as approved by the Board of Directors. Subsequently, such rates will be adjusted to the GSA rates whenever the GSA publishes revised rates. The GSA normally changes its rates on October 1 of each year and may also make interim changes to the rate schedules. It shall be the responsibility of every traveler to check the current rates for their travel destination and dates of travel on the GSA website. www.gsa.gov. [Click on "e-tools", then on "Per Diem Rates".]

The full GSA M&IE rate will be paid for a full day (midnight to midnight) of travel. The traveler will be compensated at 75% of the full rate for the day of departure and the day of return. (E.g. if the full rate is \$39, the traveler will receive \$29.25 for the day of departure and \$29.25 for the day of return and \$39 for any intervening days.) If the cost of one or more meals is included in the registration fee for an activity, the per diem

payable to the traveler will be reduced for each meal so included based on the GSA's Meals and Incidental Expense Breakdown at www.gsa.gov.

The M&IE allowance includes the cost of meals and incidental expenses (tips at restaurants and hotels, tips for baggage handling and transportation between the business location and places where meals are taken). No further amounts shall be reimbursed for those items.

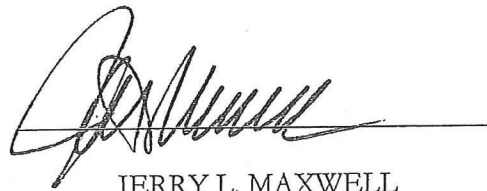
f) Supporting Documentation:

The following supporting documentation must be included with any request for reimbursement of Out-of-State Travel costs:

- (1) Tampa Bay Water Travel Reimbursement Form for Consultants, completed with dates and times of travel, days worked for Tampa Bay Water, detail of expenses incurred and business purpose.
- (2) Copy of airline ticket and boarding pass as proof of travel.
- (3) Copy of paid hotel/lodging bill.
- (4) Copy of receipt for taxi/shuttle if greater than \$10.00 individually or \$25.00 in the aggregate.
- (5) Copy of paid rental car invoice/agreement.

g) Travel Costs not listed in a) through e) or not documented in accordance with f) shall not be reimbursed.

h) Tampa Bay Water shall not reimburse the travel costs of any individual if the work assignment for that individual is expected to last longer than one year. (Such assignments are deemed indefinite in accordance with the Internal Revenue Service regulations and, as such, do not constitute deductible travel expenses to the traveler.)



JERRY L. MAXWELL
General Manager