CAD

RESOLUTION NO. 2011-451

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF TAMPA AND MWH AMERICAS, INC., IN THE AMOUNT OF $235,553, FOR ENGINEERING SERVICES IN CONNECTION WITH 11-D-00020; BLUE SINK AND TAMPA BYPASS CANAL MFL PUMPING STATIONS PROJECT, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR THE FUNDING THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the Consultants' Competitive Negotiations Act, the City has made selection and desires to enter into an Agreement with MWH Americas, Inc., for professional Architectural/Engineering Services in connection with the Blue Sink and Tampa Bypass Canal MFL Pumping Stations Project which requires City Council approval.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA THAT:

Section 1. The Agreement between the City of Tampa and MWH Americas, Inc. for professional Engineering services in connection with the Blue Sink and Tampa Bypass Canal MFL Pumping Stations Project, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in substantially similar form.

Section 2. The Mayor is authorized to execute and the City Clerk to attest and to affix the official seal to the Agreement for and on behalf of the City of Tampa.

Section 3. Payment of the costs of the services rendered in connection with the Agreement shall be made from funds provided in the budget of the City of Tampa for the Fiscal Year ending September 30, 2011, in Account No. WT0343BTC-06305; $103,369 and WT0343YDR-06305; $132,184.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF

TAMPA, FLORIDA, ON JUN 23 2011.

ATTEST:

Shirley Foxx-Knowles

CITY CLERK/~~DEPUTY CITY CLERK~~

CHAIRMAN/~~CHAIRMAN PRO-TEM~~, CITY COUNCIL

APPROVED AS TO LEGAL SUFFICIENCY BY:
Justin R. Vaske, Assistant City Attorney

R2011-46

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into at Tampa, Florida, this _____ day of _____, 201_, by and between the CITY OF TAMPA, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", the address of which is 315 East Kennedy Boulevard, Tampa, Florida 33602, and **MWH Americas, Inc.**, a corporation chartered and existing under the laws of the State of Florida, hereinafter referred to as "CONSULTANT", the address of which is 1000 N. Ashley Drive, Suite 1000, Tampa, FL 33602.

WITNESSETH:

WHEREAS, the CITY desires to engage the CONSULTANT to perform certain professional engineering services pertinent to such work which shall be referred to as **11-D-00020 Blue Sink and Tampa Bypass Canal MFL Pumping Stations** "PROJECT" in accordance with this Agreement; and

WHEREAS, the CONSULTANT desires to provide such professional engineering services in accordance with this Agreement.

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

I. GENERAL SCOPE OF THIS AGREEMENT

A. The relationship of the CONSULTANT to the CITY will be that of an independent professional engineering consultant for the PROJECT; and the CONSULTANT shall provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards.

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

II. DATA AND SERVICES TO BE PROVIDED BY THE CITY

The CITY shall provide:

A. Available plans and specifications of existing construction.

III. PERIOD OF SERVICE

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

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

IV. GENERAL CONSIDERATIONS

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

B. The CITY acknowledges that the materials cited in Paragraph IV. A. above, which are provided by the CONSULTANT, are not intended for use in connection with any project or purpose other than the project and purpose for which such materials were prepared without prior written consent and adaptation by the CONSULTANT shall be at the CITYs sole risk, and the CONSULTANT shall have no responsibility or liability therefor.

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

V. COMPENSATION

The CITY shall compensate the CONSULTANT for the services performed with this Agreement a lump sum (by task) of **$235,553** to be billed in accordance with **Exhibit B.**

VI. PAYMENT

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

VII. RECORDS

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

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

VIII. PERSONNEL

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

IX. SUSPENSION, CANCELLATION OR ABANDONMENT

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

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

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

X. TERMINATION

A. Termination for Cause.

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

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

B. Termination for Convenience.

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

that result from the CONSULTANT's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the CITY.

XI. INSURANCE

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

XII. INTERESTS OF MEMBERS OF THE CITY

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

XIII. INTEREST OF THE CONSULTANT

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

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

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

XIV. COMPLIANCE WITH LAWS

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

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

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

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

XV. ASSIGNABILITY

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

XVI. EQUAL EMPLOYMENT

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

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

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

XVII. SMALL LOCAL BUSINESS ENTERPRISES

A. The CONSULTANT shall demonstrate good faith effort toward the utilization of City of a Certified Small Local Business Enterprise (SLBE) subcontractors, subconsultants or suppliers.

B. The CITY shall make available a list of Certified Small Local Business Enterprises.

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

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

XVIII. CITY CODE OF ETHICS

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

XIX. NEGATION OF AGENT OR EMPLOYEE STATUS

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

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

XX. SEVERABILITY

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

XXI. CHOICE OF LAW

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

XXII. DESIGNATION OF FORUM

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

XXIII. AUTHORIZATION

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

XIV. ENTIRE AGREEMENT

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

XXV. INDEMNIFICATION

In case any action at law or suit in equity may or shall be brought against the CITY or any of its officers, agents, or employees for or on account of the failure, omission, or neglect of the CONSULTANT or its subcontractors, employees, or agents, to do or perform any of the covenants, acts, matters, or things undertaken to be done or performed by the CONSULTANT or its subcontractors, employees, or agents, or from any injuries done to property or persons and caused by the negligence or breach of contract of the CONSULTANT or its subcontractors, employees, or agents, or in any other manner arising out of the negligent performance of the Work required under the Contract Documents or this Agreement by the CONSULTANT then, to the extent such suit or action is due to the fault or neglect of the CONSULTANT or its subcontractors, employees or agents, the CONSULTANT shall defend the CITY in such action or suit as if said actions or suits have been brought directly against the CONSULTANT; and the CONSULTANT shall also indemnify and save harmless the CITY, its officers, agents, and employees from any and all loss, cost or damage whatever arising out of such actions or suits,

in like manner and to all intents and purposes as if said actions or suits have been brought directly against the CONSULTANT, but only to the extent such suit or action is due to the fault or neglect or breach of contract of the CONSULTANT or its subcontractors, employees or agents. The CONSULTANT shall not be required to defend, indemnify or hold harmless the City for any acts, omissions, or negligence of the CITY, the CITY's employees, agents or separate contractors.

XXVI. ESTOPPEL/WAIVER

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

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

XXVII. AUDIT REQUIREMENTS.

In the event, that during the period of this Agreement, CONSULTANT expends more than $500,000.00 in federal funds in an operating year from this and other federal grants, CONSULTANT shall, at its own cost and expense, cause to be carried out an independent audit. The audit shall be completed and a copy furnished to the CITY, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period, unless a longer period is agreed to in advance by the CITY. For purposes of this Agreement, an operating and/or audit year is the equivalent to the CONSULTANT's fiscal year. The determination of when Grant Funds are expended is based on when the activity related to the expenditure occurs.

The audit shall be conducted in compliance with the Office of Management and Budget Circular No. A-133, as amended and 24 CFR Parts 84 and 85, as applicable, which are made a part of this Agreement by reference thereto. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, CONSULTANT shall be held liable for reimbursement to the City of all funds not expended in accordance with these applicable regulations and Agreement provisions within thirty (30) calendar days after the CITY has notified CONSULTANT of such non-compliance. Said reimbursement shall not preclude the CITY from taking any other action as provided herein.

If expenditure does not exceed $500,000.00 during an operating year, CONSULTANT shall provide the CITY with its annual financial statement within ninety (90) days of the end of its operating year. Said financial statement shall be prepared by an actively licensed certified public accountant.

XXVIII. DEFAULT

In accordance with 24 CFR 85.43, a default shall consist of any use of Grant Funds for a purpose other than as authorized by this Agreement, noncompliance with any provision in all Articles herein, any material breach of the Agreement, failure to comply with the audit requirements as provided herein, or failure to expend Grant Funds in a timely or proper manner.

XXIV. BUDGET APPROPRIATIONS

The CITY is subject to Section 166.241, Florida Statutes, and is not authorized to contract for expenditures in any fiscal year except in pursuance of budgeted appropriations. With respect to this Agreement, the CITY has budgeted and appropriated sufficient monies to fund the CITY's obligations under this Agreement; however, all funding under this Agreement for subsequent years is subject to the availability of funds. The obligations of the CITY hereunder shall not constitute a general indebtedness of the CITY within the meaning of the Florida Constitution.

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

ATTEST:

By: _____ (SEAL)
Corporate Secretary

MWH Americas, Inc.

By: _____
Richard B. Lewis, Florida Reginal Mgr., - Vice Pres.

ATTEST:

_____
City Clerk/Deputy City Clerk (SEAL)

CITY OF TAMPA

By: _____
Bob Buckhorn, Mayor

APPROVED AS TO LEGAL SUFFICIENCY

_____
Justin R. Vaske, Assistant City Attorney

The execution of this document was authorized by
Resolution No. 2011-___

Blue Sink & Tampa Bypass Canal Diversion MFL Pumping Stations

Scope of Work (SOW)

PROFESSIONAL ENGINEERING SERVICES to provide the design of Blue Sink and Tampa Bypass Canal Diversion MFL Pumping Stations.

1.0 PURPOSE

The primary purpose of these professional services is to provide the final design alternative for the Blue Sink and Tampa Bypass Canal Diversion Minimum Flow Level (MFL) Pumping Stations. Once a design alternative is selected at the conclusion of this phase of the project, MWH will negotiate with the City of Tampa (City) to amend this contract and complete the detailed design, permitting, bidding and construction engineering services necessary to support the final alternative for each of the three pumping stations. This phased approach will allow greater City input up front in the design process and provide the necessary detail to properly define and negotiate the optimum solution to suit the City's needs. The Blue Sink Diversion will include a pumping station and pipeline capable of diverting 3.1 cfs from Blue Sink to the base of the Hillsborough River Dam. The City has completed the design of the pipeline in the public right-of-way directly in front of the Curiosity Creek Stormwater Pumping Station less any required pressure sustaining valves and SCADA monitoring points. The Tampa Bypass Canal (TBC) Diversions will include upgraded permanent pumping station facilities necessary to divert flow from the TBC middle pool to the Hillsborough River Reservoir and from the Hillsborough River Reservoir to the LHR.

This Scope of Work also includes survey and limited activities that will be necessary to support permit applications regardless of the selected pumping alternatives chosen. This Scope of Work satisfies Tasks 1.1.1, 1.1.2 and portions of Task 1.1.3 as detailed in the City's Blue Sink Project Plan under Preliminary Engineering.

2.0 PROJECT BACKGROUND

Project Justification

The Southwest Florida Water Management District (SWFWMD) has established a Lower Hillsborough River (LHR) Minimum Flow as outlined in Rule 40D-8.041, F.A.C. The City is required to implement projects in order to meet the Lower Hillsborough River Recovery Strategy (Rule 40D-80.073, F.A.C.) minimum flow requirements at the base of the City's dam, The City of Tampa must construct a new water conveyance facility from one new external water source identified as Blue Sink. In addition, the City must take operational control of two existing diversion facilities related to the Tampa Bypass Canal: one facility located at the S-161 structure and the other located at the City dam.

Scope of Services

- Project Management including preparation of Project Execution Plan and project schedule;
- Data Collection and On-Site Investigation necessary to support Preliminary Design Activities;

- Preparation of Alternatives Analysis reports for new pumping stations at Blue Sink, Structure 161 and the City Dam;
- Permitting;
- Stakeholder Coordination/Public Awareness Support.

3.0 SCOPE OF SERVICES

3.1 Tasks

Task 1 – PROJECT MANAGEMENT

MWH will provide overall project management and coordination to include providing a detailed Project Execution Plan (PXP), conduct kickoff meeting, and support preliminary design efforts.

Activities:

T1.01 Prepare Project Execution Plan (PXP) and project schedule

T1.02 Organize and conduct a kick-off meeting

T1.03 Hold project manager meetings every two weeks.

T1.04 Prepare project meeting agendas and minutes.

T1.05 Prepare a monthly progress report, including monthly invoice (that will also satisfy SWFWMD co-founding reporting requirements).

T1.06 Conduct Alternatives Technical Design Memorandum Review Meeting

T1.07 Conduct one (1) planning meeting prior to the preapplication meeting with the SWFWMD technical and regulatory staff to discuss the ERP application. The purpose of this meeting will be to discuss the preliminary design of the pump station footprint and the pipeline alignment. A total of three (3) other project team meetings will be used to coordinate project design and ERP issues between the City and MWH during the ERP application package preparation.

T1.08 Conduct four (4) ERP preapplication meetings between the City, MWH and the following agencies (one meeting each):

- Southwest Florida Water Management District (SWFWMD)
- Florida Department of Environmental Protection (FDEP)
- Hillsborough County Environmental Protection Commission (EPC)
- U.S. Army Corps of Engineers (USACE)

The meetings will be conducted to discuss the project, confirm the regulatory agencies to be involved in the permitting process, and determine the permit application requirements. MWH will represent the City's interests and identify the permit requirements to expedite the ERP approval process for the Blue Sink augmentation of the Lower Hillsborough River and the two TBC MFL Diversion Pumping stations.

T1.09 Coordinate and conduct a planning meeting between the City and SWFWMD technical, regulatory and legal staff to discuss the Blue Sink Project permitting alternatives.

Deliverables:

D1.01 Project Execution Plan (PXP) – One Copy

D1.02 Meeting Agendas & Minutes – electronic, Word Document

D1.03 Monthly Progress Reports

Task 2 – DATA COLLECTION AND ON-SITE INVESTIGATION

The objective of this task is to perform on-site investigations at the three sites and collect the data necessary to make an informed recommendation of the proposed configuration and improvements for the pumping stations at Blue Sink, Structure 161, and the City Dam. The preliminary design will be developed in close coordination with City representatives.

Activities:

T2.01 Data Collection and Review - coordinate with the City to receive copies of the following data available for the three project sites:

- Property boundary surveys and/or topographic or special purpose surveys conducted for the City properties bounded by West Fowler Ave. and 109th Ave. that include Blue Sink and the City's stormwater facilities.
- Property boundary surveys and/or topographic or special purpose surveys conducted for the City easements and properties east of 115th Ave. and Florida Ave. that that include the stormwater pipeline from the Blue Sink area at 115th Ave. to the stormwater pond located east of Florida Ave.
- All plans that are available for the permanent and temporary stormwater facilities located on the properties.
- Any existing geotechnical investigations that have been conducted for City, Tampa Bay Water, FDOT or SWFWMD facilities on the properties.
- Any pertinent information that is available for the configuration or condition of the sink.
- All other available utility information for the properties on which the pumping stations and on-site piping will be constructed.

T2.02 On-Site Investigation - On-site investigation of the existing conditions that affect the pumping station or the on-site piping will be conducted using any information collected and reviewed under Task 2.01. On-site investigations will include verification of existing plans, or when plans are unavailable and information is needed for the preliminary design, field measurements will be taken.

T2.03 Survey - MWH shall define a scope of work following the FINAL Alternatives Analysis Report and using an owner's allowance retain a professional land surveyor to conduct appropriate surveys.

Deliverables:

D2.01 Survey Scope of Work

Task 3 – DRAFT ALTERNATIVES ANALYSIS

The objective of this task is to recommend the proposed configuration and improvements for the pumping stations at Blue Sink, Structure 161, and the City Dam. An evaluation of alternatives will be accomplished for each site consisting of the following activities:

Activities:

T3.01 Blue Sink Pumping Station

- Evaluation of alternatives for the type of intake, pumping station type, and pump type for the project.
- Evaluation of the method of flow control and metering for the pumping station under varying static and frictional head conditions (either flow control valve or adjustable frequency drives).
- Evaluation of the type of equipment enclosures (e.g., building, walk-in motor control center, control panel) required.
- Provide Cost Opinion for Alternatives considering capital and operating costs.

T3.02 Blue Sink On-Site Piping

- Evaluation of the proposed route of the on-site piping, taking into consideration the existing stormwater retention facilities and wetlands areas. A preliminary "walk-though" evaluation of wetlands areas will be conducted to aid in on-site route selection that minimizes any impacts. No detailed survey of the pipeline route shall be conducted until the City has approved the pipeline route.
- The design of the on-site piping will be based on the City's standards and therefore pipe material will be ductile iron pipe. No alternative pipe materials analysis is included in this scope of services.
- Provide Cost Opinion for Alternatives considering capital and operating costs.

T3.03 Off-Site Piping/Hydraulics

- Preliminary sizing of the pumping station discharge piping was conducted in the Feasibility Study. Preliminary steady-state hydraulics will be conducted based on the preliminary route corridors identified in the Feasibility Study. The hydraulics will be used to determine the most efficient pipe size, preliminary pump size determined and method of flow control determined. Alternatives for the control of air in the raw water transmission main will be evaluated.

T3.04 S-161 Pumping Station

- Evaluation of alternatives for the type of intake, pumping station type, and pump type for the project.
- Evaluation of the method of flow control for the pumping station under varying static and frictional head conditions (either flow control valve or adjustable frequency drives).
- Evaluation of the type of equipment enclosures (e.g., building, walk-in motor control center, control panel) required.
- Utilize an understanding of Hillsborough River water levels, the variability in water surface elevations and Hillsborough River Reservoir operations, in order to determine the final elevation of the pumping stations and related facilities;
- Determine the appropriate size motors for each pump and recommend the appropriate type of motor and starter (VFD, CS, RVSS) for each. Incorporate an understanding of the power demands and any challenges with the available service.
- Prepare Class V Opinion of Probable Construction Cost for the Alternatives, identify regulatory constraints

T3.05 City Dam Pumping Station

- Evaluation of alternatives for the type of intake, pumping station type, and pump type for the project.
- Evaluation of the method of flow control and metering for the pumping station under varying static and frictional head conditions (either flow control valve or adjustable frequency drives).
- Evaluation of the type of equipment enclosures (e.g., building, walk-in motor control center, control panel) required.
- Utilize an understanding of Hillsborough River water levels, the variability in water surface elevations and Hillsborough River Reservoir operations, in order to determine the final elevation of the pumping stations and related facilities;
- Determine the appropriate size motors for each pump and recommend the appropriate type of motor and starter (VFD, CS, RVSS) for each. Incorporate an understanding of the power demands and any challenges with the available service.
- Prepare Class V Opinion of Probable Construction Cost for the Alternatives, identify regulatory constraints

Deliverables:

D3.01 Draft Blue Sink Pumping Station Technical Memorandum with a recommended configuration for the pumping station and associated wet well, building, and flow control method.

D3.02 Draft Blue Sink On-Site Piping Technical Memorandum with a recommended configuration for the piping material and size, on-site piping route, and method of controlling air in the piping will be presented.

D3.03 Draft Blue Sink Piping/Hydraulics Technical Memorandum recommending most efficient pipe diameter, pump size and transient analysis

D3.04 Draft S-161 Pumping Station Technical Memorandum with a recommended configuration for the pumping station and equipment selection, building, and flow control method.

D3.05 City Dam Pumping Station Technical Memorandum with a recommended configuration for the pumping station and equipment selection, building, and flow control method.

D3.06 Class V Opinion of Probable Construction Cost

Task 4 – FINAL ALTERNATIVES ANALYSIS

The objective of this task is to recommend the proposed configuration and improvements for the pump stations at Blue Sink, Structure 161, and the City Dam. City comments will be incorporated and a final report will be prepared for each pumping station.

Activities:

T4.01 Incorporate City Comments on Blue Sink Draft Pumping Station Alternatives Technical Memorandum

T4.02 Incorporate City Comments on Blue Sink Draft On-Site Piping Route Study Technical Memorandum

T4.03 Incorporate City Comments on Blue Sink Draft Piping Hydraulics Technical Memorandum

T4.04 Incorporate City Comments on S-161 Pumping Station Draft Alternatives Technical Memorandum

T4.05 Incorporate City Comments on City Dam Pumping Station Draft Alternatives Technical Memorandum

Deliverables:

D4.01 Final Blue Sink Pumping Station Technical Memorandum with a recommended configuration for the pumping station and associated wet well, building, and flow control method.

D4.02 Final Blue Sink On-Site Piping Technical Memorandum with a recommended configuration for the piping material and size, on-site piping route, and method of controlling air in the piping will be presented.

D4.03 Final Blue Sink Piping/Hydraulics Technical Memorandum recommending most efficient pipe diameter, pump size and transient analysis

D4.04 Final S-161 Pumping Station Technical Memorandum with a recommended configuration for the pumping station and equipment selection, building, and flow control method.

D4.05 Final City Dam Pumping Station Technical Memorandum with a recommended configuration for the pumping station and equipment selection, building, and flow control method.

Task 5 – PRELIMINARY ERP APPLICATION SUPPORT

MWH will begin the compilation of Environmental Resource Permit (ERP) data necessary for the application for Blue Sink pump station and pipeline and the two TBC pumping stations. The ERP activities to be performed by MWH in this preliminary design phase will consist of delineating and evaluating wetland impacts (if any) from the pump station footprint alternatives and the proposed pipeline route; interface with the regulatory agencies involved in the ERP approvals: collect data necessary to prepare the ERP application, and provide information necessary to weigh the pumping station alternatives for the three sites and pipeline alignment impacts. These requests may include field surveys and discussions of listed species, wetland mitigation requirement negotiations and similar services. Additional ERP Activities will be required in the following detailed design phase when a 60% level design is required to submit the final ERP package.

Activities:

T5.01 Assess the project piping route and pumping station site using Geographic Information System (GIS), readily available soil survey mapping data, SWFWMD land use cover mapping, and field inspections in order to establish wetland delineations. This information will be used as supporting information for the ERP application.

T5.02 Produce up to three series of GIS-based maps at a scale not finer than 1": 600' which depict: 1) the location of listed species and their habitats, if any, within the routes/site of project (including the pipeline, pumping station, and associated access roadways) to determine involvement; and 2) known soil types, land cover/wetland

information available from SWFWMD, surveyed wetland boundaries, Federal Emergency Management Agency (FEMA) 100-year flood plain map, in order to quantitatively evaluate the constraints imposed upon the on-site pipeline route (off-site route already permitted) and develop strategies for negotiating with the permitting agencies. This information will be used as supporting information for the ERP application.

T5.03 Conduct ecological assessments of the proposed pipeline route and pumping station site; identify various land use types, especially those that involve wetlands/surface waters and listed species habitats, and prepare an environmental assessment (letter) report. Data from the environmental assessment will be included in the ERP Application. A letter report will be provided to support the ERP Application.

T5.04 Provide recommendations to avoid and minimize wetland/surface water impacts based on Alternative pumping station configurations. A brief Technical Memorandum (TM) will be prepared based on the preliminary design and pipeline route. Electronic copies of this TM will be submitted to the City.

T5.05 Provide a qualitative assessment of each wetland within the project boundaries, utilizing the Uniform Mitigation Assessment Methodology (UMAM), and the Wetland Rapid Assessment Procedure (WRAP), if required, consisting of observations of general wetland conditions, vegetative species composition, hydrologic conditions, wildlife utilization, time lag and risk, and regional uniqueness. These forms will be used as supporting information for the ERP application.

T5.06 Assess and flag the wetland boundaries within the project boundaries and seasonal high water elevations in each wetland in accordance with the State of Florida Wetland Delineation Methodology outlined in Chapter 62-340, F.A.C. Complete representative USACE data sheets for each wetland system, (if required). These forms, if required, may be used as supporting information for the ERP application.

T5.07 Schedule agency inspections and accompany representatives of SWFWMD and Hillsborough County EPC on an inspection of the wetland delineations and hydroperiod elevations previously established in the field. One (1) field meeting will be conducted for all regulatory agencies. MWH will prepare meeting minutes. This information will be used as supporting information for the ERP application.

T5.08 Provide sketches of the approximate wetland boundaries and review final wetland delineation surveys from professional surveyor (CONSULTANT to subcontract with surveyor). This information will be used as supporting information for the ERP application.

T5.09 Submit certified wetland delineation surveys, solicit written verification of the wetland surveys from SWFWMD, USACE and/or Hillsborough County EPC/FDEP. This information will be used as supporting information for the ERP application.

T5.10 Provide evaluation of wetland encroachment and impact consisting of gathering qualitative baseline monitoring data on the existing wetlands to be impacted for the justification of the wetland mitigation design. This information will be used as supporting information for the ERP application.

Deliverables:

D5.01 GIS-based maps with location of listed species, known soil types, FEMA 100-year flood

D5.02 Ecological Assessment Letter Report

D5.03 Wetland Minimization Technical Memorandum

D5.04 UMAM, WRAP, or USACE scored data sheet for wetland delineation if required

D5.05 Wetland delineation field inspection Meeting Minutes

Task 6 – OWNER'S ALLOWANCE

An owner's allowance will be used for tasks that can be better defined following the recommended alternatives analysis and specifically for activities that can be executed while the detailed design phase is being negotiated and approved. These activities may include

T6.01 Public Awareness Support - Following the Draft Alternatives Analysis Workshop develop scope for Public Awareness Support. This will be negotiated after the alternatives are developed using an allowance set aside to be exercised at the City's discretion.

Topographic survey to support the recommended Alternatives at the Blue Sink, S-161 and City Dam Pumping Stations.

Permitting Alternatives - If required provide support to City on Reservation requirement versus Water Use Permit (WUP).

ASSUMPTIONS

1. Due to the lack of existing information for the pump station to be designed and the pipeline route to be selected, the level of effort for the ERP is estimated based on the minimal level of environmental impacts identified in the *Blue Sink Feasibility Study Augmentation Potential for the Lower Hillsborough River* (MWH, 2009). Additional environmental impacts imposed by the City selected facilities design would require additional fees.
2. The current Total Maximum Daily Load (TMDL) rules are being considered in this scope of work. Future changes in the TDML rules that may impact the level of ERP permitting effort are not considered in this scope.
3. No permitting is included in this scope of work.
4. MWH will consider and avoid/minimize wetland or other environmental impacts during pump station design and pipeline route selection and design.
5. All fees from regulatory agencies (i.e. delineation fees, etc.) will be paid by the City of Tampa from the Owner's allowance.

EXCLUSIONS

The following specific tasks are not included in this Scope of Work:

A. Detailed Design, Formal Value Engineering and bidding services

B. Geotechnical, archaeological, property acquisition, property appraisal services

C. Legal Services;

D. Environmental field services other than those specifically identified in the scope of services.

E. Resolution of presently unidentified/undiscovered major environmental obstacles

F. Construction Management;

G. Engineering Services During Construction;

H. Operations & Maintenance Support;

I. Pre-Commissioning & Commissioning;

J. Record Drawings;

K. Project Closeout.

4.0 OBLIGATIONS OF THE OWNER

- Assign a single point of contact to serve as the City's Project Manager;
- Meet with MWH within two weeks after issuing of each design deliverable to discuss comments and preferences;
- Provide Owner's comments and input on submittals to MWH during review meetings and workshops. Meeting notes will document decisions and directions.
- Attend regular progress meetings with MWH;
- Coordinate and schedule the Owner's staff for review meetings;
- Provide MWH with all the existing data and documentation as available at no expense to MWH.
- Provide recent boundary surveys for the Blue Sink and TBC Reservoir Sites prior to start of the Alternatives Analysis to address any conflicting boundary information including any surveys performed by Suncoast Land Surveying.
- Provide Easement Documents for the areas surrounding Blue Sink.

5.0 PROJECT ESTIMATED FEE

The tasks identified are summarized in Table I and for each task the proposed time input has been included. MWH agrees to accept as full compensation, the lump sum amount of $180,553 to be invoiced monthly and paid on a percent complete basis. An additional $55,000 will be set aside as an

owner's allowance for obtaining any existing or new topographic survey, regulatory agency fees, public awareness support or other needs at the discretion of the City's PM.

6.0 PROJECT SCHEDULE

The tasks identified are attached in the proposed schedule provided. Assumptions for this schedule will be reviewed during the project kick-off meeting.

TABLE 1
CITY OF TAMPA WATER DEPARTMENT
BLUE SINK AND TBC MFL DIVERSION PUMPING STATIONS
MWH FEE PROPOSAL

Task	Principal In Charge (Waller)	Project Manager (Joyce)	Lead Estimator (Cabero)	Principal Mech Engr (Gribbins)	Lead Civil Engineer (Broome)	Professional Engineer (Mittal)	Admin (Filali)	Lead CADD Designer (Glatt)	Senior Civil Engineer	Associate Engineer (Shapiro)	Total Labor Hours	Total Labor Cost	APC (2.5%)	NSA	G&H	Owner's Allowance	[illegible]
	$ 270.00	$ 205.00	$ 170.00	$ 180.00	$ 155.00	$ 120.00	$ 75.00	$ 120.00	$ 135.00	$ 110.00				$ -	$ -	$ -	
Task 1 - Project Management & External Meetings	14	65	0	16	24	0	29	0	0	12	160	$ 27,200	$ 680	$ 5,225	$ 2,951		$ 36,055
[illegible]																	
Subtask 1.1A - Prepare PXP and Schedule for Blue Sink	1	8					2			6		$ 2,720					
Subtask 1.2A -Organize and Conduct kickoff meeting for Blue Sink	1	4		2	2		2					$ 1,910			$ 984		
Subtask 1.3A -Hold PM meetings every 2 weeks for Blue Sink	2	4		4	4							$ 2,700					
Subtask 1.4A -Prepare Project Meeting Minutes for Blue Sink		2					2					$ 560					
Subtask 1.5A -Monthly Progress Report for Blue Sink	1	4			2		8					$ 2,000					
Subtask 1.6A -Alternatives Analysis Design Agenda for Blue Sink		1					1					$ 280					
Subtask 1.7A -Conduct Alt Analysis Design TM Meeting for Blue Sink	2	4		2	4							$ 2,340					
Subtask 1.8A -ERP Planning Meetings for Blue Sink		1										$ 205		$ 2,322	$ 984		
Subtask 1.9A -4 ERP Preapplication meeting with Agencies for Blue Sink		5										$ 1,025		$ 1,161	$ 984		
[illegible]												$ -	[illegible]				[illegible]
Subtask 1.1B - Prepare PXP and Schedule for TBC	1	8					2			6		$ 2,720					
Subtask 1.2B -Organize and Conduct kickoff meeting for TBC	1	4		2	2		2					$ 1,910					
Subtask 1.3B -Hold PM meetings every 2 weeks for TBC	2	4		4	4							$ 2,700					
Subtask 1.4B -Prepare Project Meeting Minutes for TBC		2					2					$ 560					
Subtask 1.5B -Monthly Progress Report for TBC	1	4			2		8					$ 2,000					
Subtask 1.6B -Alternatives Analysis Design Agenda for TBC		1										$ 205					
Subtask 1.7B -Conduct Alt Analysis Design TM Meeting for TBC	2	4		2	4							$ 2,340					
Subtask 1.8B -ERP Planning Meetings for TBC		1										$ 205		$ 1,161			
Subtask 1.9B -4 ERP Preapplication meeting with Agencies for TBC		4										$ 820		$ 581			
Task 2 - Data Collection and On-Site Investigation	0	12	0	0	24	0	0	0	0	13	49	$ 7,610	$ 190	$ -	$ 4,967		$ 12,767
Subtask 2.1A - Data Collection and Review for Blue Sink												$ -			$ 1,499.63		$ 4,967
Subtask 2.2A - On-Site Investigation for Blue Sink												$ -			$ 2,541.30		
Subtask 2.3A - Survey for Blue Sink												$ -			$ 925.58		
Subtask 2.1B - Data Collection and Review for TBC		2			12					7		$ 3,040					$ 7,800
Subtask 2.2B - On-Site Investigation for TBC		6			12					6		$ 3,750					
Subtask 2.3B - On-Site Investigation for TBC		4										$ 820					
Task 3 - DRAFT	0	44	16	48	72	80	12	32	0	48	352	$ 51,160	$ 1,279	$ -	$ 33,327		$ 85,766
[illegible]																	
Subtask 3.1 - Blue Sink Pumping Station		4										$ 820			$ 16,470		
Subtask 3.2 - Blue Sink On-Site Piping		4										$ 820			$ 7,653		
Subtask 3.3 - Blue Sink Off-Site Piping/Hydraulics		4		40		80	4					$ 17,920			$ 2,756		
[illegible]												[illegible]					
Subtask 3.4 - S-161 Pumping Station		16	8	4	32		4	16		24		$ 15,180			$ 3,224		
Subtask 3.5 - City Dam Pumping Station		16	8	4	40		4	16		24		$ 16,420			$ 3,224		
Task 4 - FINAL	2	20	0	0	16	0	8	0	0	24	70	$ 10,360	$ 259	$ -	$ 7,456		$ 18,075
[illegible]																	
Subtask 4.1 - Incorporate City Comments on Blue Sink Draft Pumping Station Alternatives TM		4										$ 820			$ 2,607		
Subtask 4.2 - Incorporate City Comments on Blue Sink Draft On-Site Piping Route Study TM		4										$ 820			$ 1,399		
Subtask 4.3 - Incorporate City Comments on Blue Sink Draft Piping Hydraulics TM		4										$ 820			$ 1,032		
[illegible]																	
Subtask 4.4 - Incorporate City Comments on S-161 Pumping Station Draft Alternatives TM	1	4			8		4			12		$ 3,950			$ 1,209		
Subtask 4.5 - Incorporate City Comments on City Dam Pumping Station Draft Alternatives TM	1	4			8		4			12		$ 3,950			$ 1,209		
TASK 5 - ERP	0	11	0	0	74	0	8	0	0	0	93	$ 14,325	$ 358	$ 13,206	$ -		$ 27,890
[illegible]																	
Subtask 5.1A - Assess Site and Route for Blue Sink		1			12		2					$ 2,215		$ 581			
Subtask 5.2A - Produce GIS Maps for Blue Sink		1			8		2					$ 1,595		$ 435			
Subtask 5.3A - Conduct ecological assessments for Blue Sink					3							$ 465		$ 2,612			
Subtask 5.4A - Wetland avoidance/minimization/mitigation for Blue Sink					2							$ 310		$ 1,161			
Subtask 5.5A - UMAM/WRAP Scoring for Blue Sink					2							$ 310		$ 581			
Subtask 5.6A - Assess and flag wetland boundaries for Blue Sink					2							$ 310		$ 1,451			
Subtask 5.7A - Agency inspections for Blue Sink		4										$ 820		$ 871			
Subtask 5.8A - Wetland Boundary Sketches for Blue Sink					2							$ 310		$ 435			
Subtask 5.9A - certified wetland delineation survey for Blue Sink					2							$ 310		$ 581			
Subtask 5.10A - Wetland encroachment evaluation for Blue Sink		1			40		4					$ 6,705		$ 2,322			
[illegible]												$ -	[illegible]				[illegible]
Subtask 5.1B - Assess Site and Route for TBC												$ -					
Subtask 5.2B - Produce GIS Maps for TBC												$ -					
Subtask 5.3B - Conduct ecological assessments for TBC					1							$ 155		$ 581			
Subtask 5.4B - Wetland avoidance/minimization/mitigation for TBC		1										$ 205		$ 290			
Subtask 5.5B - UMAM/WRAP Scoring for TBC												$ -		$ 290			
Subtask 5.6B - Assess and flag wetland boundaries for TBC												$ -		$ 290			
Subtask 5.7B - Agency inspections for TBC		2										$ 410		$ 290			
Subtask 5.8B - Wetland Boundary Sketches for TBC		1										$ 205		$ 145			
Subtask 5.9B - certified wetland delineation survey for TBC												$ -		$ 145			
Subtask 5.10B - Wetland encroachment evaluation for TBC												$ -		$ 145			
Task 6 - Owner's Allowance, Public Info Support, Survey, WUP Support	0	9	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	$ -	$ 55,000	
Subtask 6.1 - Owner's Allowance																$ 55,000	
[illegible]	16	152	16	64	210	80	57	32	0	97	724	$ 110,655	$ 2,766	$ 18,431	$ 48,701	$ 55,000	
[illegible]	$ 4,320	$ 31,160	$ 2,720	$ 11,520	$ 32,550	$ 9,600	$ 4,275	$ 3,840	$ -	$ 10,670				$ -	$ -	$ -	
[illegible]													$ 1,228				$ 104,684
													$ 1,539				$ 75,869
TOTAL BUDGET																	**$ 180,553**

CITY OF TAMPA INSURANCE REQUIREMENTS

During the life of the award/contract the Awardee/Contractor shall provide, pay for, and maintain insurance with companies authorized to do business in Florida, with an A.M. Best rating of B+ (or better) Class VII (or higher), or otherwise be acceptable to the City if not rated by A.M. Best. All insurance shall be from responsible companies duly authorized to do business in the State of Florida.

All commercial general liability insurance policies (and Excess or Umbrella Liability Insurance policies, if applicable) shall provide that the City is an additional insured as to the operations of the Awardee/Contractor under the award/contract including the additional insured endorsement, the subrogation wavier endorsement, and the Severability of Interest Provision. In lieu of the additional named insured requirement, if the Awardee/Contractor's company has a declared existing policy which precludes it from including additional insureds, the City may permit the Contractor to purchase an Owners and Contractors Protective Liability policy. Such policy shall be written in the name of the City at the same limit as is required for General Liability coverage. The policy shall be evidenced on an insurance binder which must be effective from the date of issue until such time as a policy is in existence and shall be submitted to the City in the manner described below as applicable to certificates of insurance.

The insurance coverages and limits required must be evidenced by a properly executed Acord 25 Certificate of Insurance form or its equivalent. Each Certificate must be personally manually signed by the Authorized Representative of the insurance company shown in the Certificate with proof that he/she is an authorized representative thereof. Thirty days' written notice must be given to the City of any cancellation, intent not to renew, or reduction in the policy coverages, except in the application of the aggregate liability limits provisions. Should any aggregate limit of liability coverage be reduced, it shall be immediately increased back to the limit required by the contract. The insurance coverages required herein are to be primary to any insurance carried by the City or any self-insurance program thereof.

The following coverages are required:

A. Commercial General Liability Insurance shall be provided on the most current Insurance Services Office (ISO) form or its equivalent. This coverage must be provided to cover liability arising from premises and operations, independent contractors, products and completed operations, personal and advertising injury, contractual liability, and XCU exposures (if applicable). Completed operations liability coverage shall be maintained for a minimum of one-year following completion of work. The amount of Commercial General Liability insurance shall not be less than the amount specified.

(a) $1,000,000 per occurrence and a $2,000,000 general aggregate for projects valued at $2,000,000 or less. General aggregate limit for projects over that price shall equal or exceed the price of the project. An Excess or Umbrella Liability insurance policy can be provided to meet the required limit. Risk Management may be contacted for additional information regarding projects of this nature.

B. Automobile Liability Insurance shall be maintained in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. The amount of Automobile Liability Insurance shall not be less than the amount specified.

(a) $500,000 combined single limit each occurrence bodily injury & property damage- for projects valued at $100,000 and under

(b) $1,000,000 combined single limit each occurrence bodily injury & property damage – for projects valued over $100,000

C. Worker's Compensation and Employer's Liability Insurance shall be provided for all employees engaged in the work under the contract, in accordance with the Florida Statutory Requirements. The amount of the Employer's Liability Insurance shall not be less than:

(a) $500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee – for projects valued at $100,00 and under
(b) $1,000,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each –for projects valued over $100,000

D. Excess Liability Insurance or Umbrella Liability Insurance may compensate for a deficiency in general liability, automobile, or worker's compensation insurance coverage limits. If the Excess or Umbrella policy is being provided as proof of coverage, it must name the City of Tampa as an additional insured **(IF APPLICABLE).**

E. Builder's Risk Insurance, specialized policy designed to cover the property loss exposures that are associated with construction of buildings. The amount of coverage should not be less than the amount of the project. **(IF APPLICABLE).**

F. Installation Floater- a builder's risk type policy that covers specific type of property during its installation, is coverage required for highly valued equipment or materials such as compressors, generators, or other machinery that are not covered by the builder's risk policy **(IF APPLICABLE).**

G. Longshoreman's & Harbor Worker's Compensation Act/Jones Act coverage shall be maintained for work being conducted upon navigable water of the United States. The limit required shall be the same limit as the worker's compensation/employer's liability insurance limit **(IF APPLICABLE).**

H. Professional Liability shall be maintained against claims of negligence, errors, mistakes, or omissions in the performance of the services to be performed and furnished by the Awardee/Contractor or any of its subcontractors when it acts as a DESIGN PROFESSIONAL. The amount of coverage shall be no less than amount specified **(IF APPLICABLE).**

(a) $1,000,000 per incident and general aggregate. Note all claims made policies must provide the date of retroactive coverage.

The City may waive any or all of the above referenced insurance requirements based on the specific nature of goods or services to be provided under the award/contract.

ADDITIONAL INSURED - The City must be included as an additional insured by on the general and (Excess or Umbrella liability policies) if applicable. Alternatively, the Contractor may purchase a separate owners protective liability policy in the name of the City in the specified amount as indicated in the insurance requirements.

CLAIMS MADE POLICIES - If any liability insurance is issued on a claims made form, Contractor agrees to maintain uninterrupted coverage for a minimum of one year following completion and acceptance of the work either through purchase of an extended reporting provision, or through purchase of successive renewals with a retroactive date not later than the beginning of performance of work for the City. The retroactive date must be provided for all claims made policies.

CANCELLATION/NON-RENEWAL - Thirty (30) days written notice must be given to the City of any cancellation, intent to non-renew or material reduction in coverages (except aggregate liability limits). However, ten (10) days notice may be given for non-payment of premium. Notice shall be sent to the City of Tampa Department of Public Works, 306 E. Jackson Street, Tampa, FL 33602.

NUMBER OF POLICIES - General and other liability insurance may be arranged under single policies for the full amounts required or by a combination of underlying policies with the balance provided by an excess or umbrella liability insurance policy.

WAIVER OF SUBROGATION - Contractor waives all rights against City, its agents, officers, directors and employees for recovery of damages to the extent such damage is covered under the automobile or excess liability policies.

SUBCONTRACTORS - It is the Contractor's responsibility to require all subcontractors to maintain adequate insurance coverage.

PRIMARY POLICIES - The Contractor's insurance is primary to the City's insurance or any self insurance program thereof.

RATING - All insurers shall be authorized to do business in Florida, and shall have an A.M. Best rating of B+ (or better), Class VII (or higher), or otherwise be acceptable to the City if not rated by A.M. Best.

DEDUCTIBLES - The Contractor is responsible for all deductibles. In the event of loss which would have been covered but for the presence of a deductible, the City may withhold from payment to Contractor an amount equal to the deductible to cover such loss should full recovery not be obtained under the insurance policy.

INSURANCE ADJUSTMENTS - These insurance requirements may be increased, reduced, or waived at the City's sole option with an appropriate adjustment to the Contract price.

Document updated on 12/22/2009 by RLD (Risk Management)

E. Builder's Risk Insurance, specialized policy designed to cover the property loss exposures that are associated with construction of buildings. The amount of coverage should not be less than the amount of the project. **(IF APPLICABLE).**

F. Installation Floater- a builder's risk type policy that covers specific type of property during its installation, is coverage required for highly valued equipment or materials such as compressors, generators, or other machinery that are not covered by the builder's risk policy **(IF APPLICABLE).**

G. Longshoreman's & Harbor Worker's Compensation Act/Jones Act coverage shall be maintained for work being conducted upon navigable water of the United States. The limit required shall be the same limit as the worker's compensation/employer's liability insurance limit **(IF APPLICABLE).**

H. Professional Liability shall be maintained against claims of negligence, errors, mistakes, or omissions in the performance of the services to be performed and furnished by the Awardee/Contractor or any of its subcontractors when it acts as a DESIGN PROFESSIONAL. The amount of coverage shall be no less than amount specified **(IF APPLICABLE).**

(a) $1,000,000 per incident and general aggregate. Note all claims made policies must provide the date of retroactive coverage.

The City may waive any or all of the above referenced insurance requirements based on the specific nature of goods or services to be provided under the award/contract.

ADDITIONAL INSURED - The City must be included as an additional insured by on the general and (Excess or Umbrella liability policies) if applicable. Alternatively, the Contractor may purchase a separate owners protective liability policy in the name of the City in the specified amount as indicated in the insurance requirements.

CLAIMS MADE POLICIES - If any liability insurance is issued on a claims made form, Contractor agrees to maintain uninterrupted coverage for a minimum of one year following completion and acceptance of the work either through purchase of an extended reporting provision, or through purchase of successive renewals with a retroactive date not later than the beginning of performance of work for the City. The retroactive date must be provided for all claims made policies.

CANCELLATION/NON-RENEWAL - Thirty (30) days written notice must be given to the City of any cancellation, intent to non-renew or material reduction in coverages (except aggregate liability limits). However, ten (10) days notice may be given for non-payment of premium. Notice shall be sent to the City of Tampa Department of Public Works, 306 E. Jackson Street, Tampa, FL 33602.

NUMBER OF POLICIES - General and other liability insurance may be arranged under single policies for the full amounts required or by a combination of underlying policies with the balance provided by an excess or umbrella liability insurance policy.

WAIVER OF SUBROGATION - Contractor waives all rights against City, its agents, officers, directors and employees for recovery of damages to the extent such damage is covered under the automobile or excess liability policies.

SUBCONTRACTORS - It is the Contractor's responsibility to require all subcontractors to maintain adequate insurance coverage.

PRIMARY POLICIES - The Contractor's insurance is primary to the City's insurance or any self insurance program thereof.

RATING - All insurers shall be authorized to do business in Florida, and shall have an A.M. Best rating of B+ (or better), Class VII (or higher), or otherwise be acceptable to the City if not rated by A.M. Best.

DEDUCTIBLES - The Contractor is responsible for all deductibles. In the event of loss which would have been covered but for the presence of a deductible, the City may withhold from payment to Contractor an amount equal to the deductible to cover such loss should full recovery not be obtained under the insurance policy.

INSURANCE ADJUSTMENTS - These insurance requirements may be increased, reduced, or waived at the City's sole option with an appropriate adjustment to the Contract price.

Document updated on 12/22/2009 by RLD (Risk Management)

City of Tampa – DMI -Schedule of All Sub-(Contractors/Consultants/Suppliers) Solicited

This must be signed and submitted with the Bid or Proposal to comply with the City's Equal Business Opportunity Program.

Contract No.: _____ Contract Name: Blue Sink & Tampa Bypass Canal Diversion MFL Pumping Stations
Contractor Name: _MWH Americas, Inc._____Address 1000 N. Ashley Dr., Ste 1000 Tampa, FL 33602
Federal ID 95-1878805 Phone (813)221-1981 Fax (813)226-2406 Email George.joyce@mwhglobal.com

[ ] No Sub-Contracting Opportunities existed for this contract.

[ ] No Firms were contacted because _____

[ ] See attached documents.

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

S = SLBE Federal ID	Company Name Address Phone & Fax	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Resp. Rec'd Y/N
36-1164980	Greeley and Hansen LLC 1715 N. Westshore Blvd., Suite 464 Tampa, FL 33606 813-873-3666/813-873-3637 fax	CM	925	P	Y
S 9-2535413	Natural Systems Analysis, Inc. Box 1598 Winter Park, FL 32790 (407)718-3880 PeterGottfried@GIS1.com	HM	925	P	Y

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

Signed _____ Name/Title _Vice President_____ Date: 18 May 2011

City of Tampa - Schedule of Sub-(Contractors/Consultants/Suppliers) to be Utilized

Contract No.: _____ Contract Name: Blue Sink & Tampa Bypass Canal Diversion MFL Pumping Stations
Contractor Name: MWH Americas, Inc Address 1000 N. Ashley Dr., Ste 1000 Tampa, FL 33602
Federal ID 95-1878805 Phone (813)221-1981 Fax (813)226-2406 Email George.joyce@mwhglobal.com

[ ] See attached documents.

Enter "S" for firms Certified as Small Local Business Enterprises

S = SLBE Federal ID	Company Name Address Phone & Fax	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code if known	Amount of Quote. Letter of Intent if available.	Percent of Contract %
36-1164980	Greeley and Hansen LLC 1715 N. Westshore Blvd., Suite 464 Tampa, FL 33606 813-873-3666/813-873-3637 fax	CM	925	$45,303	25%
S 59-2535413	Natural Systems Analysts, Inc. Box 1598 Winter Park, FL 32790 (407)718-3880 PeterGottfried@GIS1.com	HM	925	$17,145	10%

Total Subcontracting $ 62,448 Total SLBE Subcontracting $ 17,145 Total SLBE 10 %

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

Signed _____ Name/Title Vice President Date: 18 May 2011

DMI-Utilized rev. 07/03/08 Pg 1 of 1