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RESOLUTION NO. 2015-316

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$350,000 BETWEEN THE CITY OF TAMPA AND MCKIM & CREED, INC., IN CONNECTION WITH CONTRACT 15-D-00013; HOWARD F. CURREN AWTP MASTER PLAN; AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE.

WHEREAS, via the competitive selection process in accordance with Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act and consistent with Federal procurement policies, the City of Tampa (CITY) selected McKim & Creed, Inc. (FIRM) to provide professional engineering services in connection with Contract 15-D-00013; Howard F. Curren AWTP Master Plan, (PROJECT) as detailed in the Agreement for Consultant Services (AGREEMENT); and

WHEREAS, the CITY desires to enter into an agreement with the FIRM to provide certain professional engineering services; and

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

NOW, THEREFORE,

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

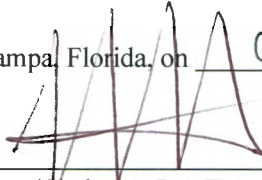
Section 1. That the Agreement between the City of Tampa and McKim & Creed, Inc., in connection with Contract 15-D-00013; Howard F. Curren AWTP Master Plan, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in substantially similar form.

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

Section 3. Award of a contract in the amount of \$350,000 for Howard F. Curren AWTP Master Plan – Design Agreement for the Wastewater Department within the Wastewater Capital Construction Fund.

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

PASSED AND ADOPTED by the City Council of the City of Tampa, Florida, on OCT 15 2015.



Chairman/~~Chairman~~ Pro-Tem, City Council

ATTEST:


City Clerk/~~Deputy City Clerk~~

Approved as to Legal Sufficiency by
Rachael Peterkin, Assistant City Attorney

4/2015-41

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into at Tampa, Florida, this ____ day of _____, 20__, 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 **McKim & Creed, Inc.**, a North Carolina corporation authorized to do business in the State of Florida, hereinafter referred to as "CONSULTANT", the address of which is 1730 Varsity Drive, Suite 500 Raleigh, NC 27606

WITNESSETH:

WHEREAS, the CITY, sometimes referred to as "OWNER" in Exhibit A, desires to engage the CONSULTANT to perform certain professional Architectural/Engineering (A/E) consulting services pertinent to such work which shall be referred to as Contract **15-D-00013 Howard F. Curren AWTP Master Plan**, "PROJECT" in accordance with this Agreement; and

WHEREAS, the CONSULTANT desires to provide such professional A/E 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 A/E consultant for the PROJECT; and the CONSULTANT shall provide the services required under this Agreement in accordance with acceptable 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 CITY's 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 prior 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 \$350,000 as indicated in as indicated in **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 completion. The CONSULTANT will submit or assist with submission of the annual performance report to HUD, if applicable. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

VIII. PERSONNEL

The 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, the City may terminate this Agreement for 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 its 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. EQUAL BUSINESS OPPORTUNITY PROGRAM

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

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

C. The 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 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

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

XXVI. ESTOPPEL/WAIVER

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

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

XXVII. AUDIT REQUIREMENTS.

In the event, that during the period of this Agreement, 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:

MCKIM & CREED, INC.

By: _____
Mitchel Chiavaroli, Corporate Secretary

By: _____
A. Street Lee, Sr., Vice President

(SEAL)

ATTEST:

CITY OF TAMPA

City Clerk/Deputy City Clerk (SEAL)

By: _____
Bob Buckhorn, Mayor

APPROVED AS TO LEGAL SUFFICIENCY

Rachel S. Peterkin, Assistant City Attorney

The execution of this document was authorized by
Resolution No. 2015-_____

CITY OF TAMPA
HOWARD F. CURREN AWTP MASTER PLAN
SCOPE OR SERVICES
(RFQ 15-D-00013)

PROJECT DESCRIPTION

The City of Tampa (City) Howard F. Curren Advanced Wastewater Treatment Plant (HFC AWTP) is permitted to treat 96-MGD with a Type I two-stage, high rate (pure oxygen and fine bubble aeration) activated sludge biological nitrification/ denitrification domestic wastewater treatment plant. This plant is operated to discharge AWT, high-level disinfected and dechlorinated effluent to Hillsborough Bay. Residuals generated by this facility can be heat dried to meet Class AA standards for distribution and marketing or can be dewatered for land application as a Class B residual. Currently, annual average daily flows are 60 MGD with peak flows of 200 MGD.

The last master plan was completed in January 1989. The emphasis of the plan was to provide improvements to increase plant capacity while meeting new upcoming regulatory treatment requirements. Several of the improvements identified in the plan have been completed increasing the capacity of the plant to the current permit limits of 96 MGD annual average daily flow (AADF) and 200 MGD peak hourly flow (PHF). Based on current flow rates and estimated future flow rates, additional improvements to increase the capacity of the plant are not needed. Since the completion of the projects to increase plant capacity, the Wastewater Department (WWD) has also completed several additional system improvement and equipment replacement projects to maintain system reliability and improve operating efficiency. The WWD has also completed studies for specific treatment processes to identify other improvements to help maintain reliability and improve operational efficiency.

The WWD is now seeking to develop an overall facility master plan for the treatment plant to incorporate these studies, completed improvements, future improvements to maintain system reliability, address current and potential regulatory requirements, and to reduce the operating cost of the treatment plant. The City would like to complete the master plan in phases to observe and evaluate the overall facility, evaluate new technologies to enhance plant performance and further reduce operational costs, develop process enhancement alternatives, and prepare a new Wastewater Master Plan for the HFC AWTP. This approach will help to focus the effort on the areas that need the most evaluation and can provide the best return for the City.

The City has requested McKim & Creed, Inc. (Consultant) to provide initial engineering services for Phase I of the project, which will include; review of the historical and ongoing projects, reports and studies; initial observation and familiarization of the plant; and a conceptual level

assessment of the major equipment within the facility and the current operations. The technology evaluation, process alternatives and master plan development are an integral part of this project and will be completed as part of this work assignment under future phases. This Work Assignment will include the following Scope of Work:

SCOPE OF SERVICES

The Consultant shall perform the following specific tasks under this Agreement. Tasks not specifically included herein, but identified during the process of completing the assignment, are not part of this scope of services. These items can be addressed as additional services if desired by the City with their written approval through subsequent amendments.

TASK 1 - PROJECT INITIATION, MANAGEMENT AND ADMINISTRATION

1.1 Project Administration

The Consultant will develop project documents and filing systems for the project that will include project set-up, Project Management Plan, QA/QC Plan, hard and electronic files, sub-contract agreements and will conduct an internal kick-off meeting with the engineering team to review project goals, scope of work, project schedule, project communications, available data, and administrative issues. The Consultant will prepare monthly project status reports and schedule updates to address the progress of the project, which will be submitted with monthly invoices.

1.2 Kick-Off Meeting & Initial Site Visit

The Consultant will conduct a Project Kick-Off Meeting with the key project team members and City staff to review project goals, scope of work, project schedule, project communications, and administrative issues. Following the meeting the Consultant will conduct an initial site visit of the facility, discuss current operations and systems and identify key concerns, preferences and goals. Following the meeting, the Consultant will prepare summary meeting notes, including key elements identified during the site visit, and distribute to the attendees.

1.3 Progress Meetings

The Consultant will conduct up to two (2) two (2) hour progress meetings with the primary project stakeholders to document key project decisions and to discuss the progress of the work, outstanding items, data requests, project schedule, and other project issues. Consultant will develop minutes of the meeting and distribute to all attendees and other stake holders.

1.4 Consultant Internal Coordination Meetings

In addition to the project kick-off meeting, the Consultant will conduct up to four (4) internal coordination meetings to coordinate the master planning activities for all aspects of the project. Key team members will be present as appropriate to discuss and coordinate the specific aspects of the Master Plan to ensure continuity and consistency.

Meetings will be conducted utilizing internet meeting capabilities to eliminate travel costs.

TASK 2 – DATA COLLECTION

2.1 Data Gathering

Prior to the initial project kick-off meeting, the Consultant will prepare a list of specific data requests and submit this list to City staff for collection of readily available data including, but not limited to;

- Historical Documentation
 - Master Plans
 - Comprehensive Plan
 - Record Drawings
 - As-Built Drawings
 - O&M Manuals
 - Engineering Reports
 - Ongoing Engineering Efforts
 - Studies
- Operation and Maintenance Data
 - Operational Permits
 - Influent and effluent flow data
 - Influent and effluent water quality data
 - Process data
 - Sludge production
 - Sludge Hauling records and current contract
 - Surface water discharge
 - Reclaimed water usage
 - Electrical usage and current billing structure
 - Chemical usage and current costs
 - Major equipment list
 - Equipment installation date
 - Maintenance records
 - Operations Reports (DMRs, MORs, CARs & O&M reports)
 - Permits (Wastewater, Sludge, Air)

Discussions during the kick-off meeting will include what remaining data is still needed to best meet the project goals. The City will obtain and transmit the data as discussed and agreed to during this meeting.

2.2 Initial Site Visit

Consultant will conduct an initial site visit of the HFC AWTP with all the discipline leads (Process, Mechanical, Biosolids, Electrical, and Instrumentation & Controls) to

collect system knowledge and pertinent data for up to one (1) day. The initial site visit will allow the design disciplines to become familiar with the facilities, communicate with the operations and maintenance staff, and take photos of the overall unit processes and equipment. The initial site visit will include interviewing and collaboration with City utility staff to collect additional information regarding operation and maintenance concerns, comments and anecdotal evidence. The facilities identified to have historical operating problems, are older or utilize obsolete or inefficient technology will be noted for further review.

2.3 Equipment Assessment

The Consultant will first meet with the City to develop a major unit process that will be reviewed, associated major equipment list and establish what data is available to be pulled from their DPSI iMaint Enterprise Asset Management (EAM) Software. During this meeting the Consultant and City will also discuss what form and format the information will be provided in and how the information will need to be collected and returned so it can be reverse populated into the City's system. For the purposes of this scope it was anticipated that the data could be cleanly exported to an Excel database for use on this project. Following the meeting the City will produce and provide a comprehensive spreadsheet (Excel) by unit process area for the Consultant to use in conducting the site review and equipment confirmation in conjunction with the Equipment Assessment. Based on discussions with the City, it is anticipated that the data provided for review and confirmation will be comprehensive in nature and, at a minimum, the City will be able to provide the following information for all major equipment;

- Process Area
- Equipment Tag
- Equipment Type
- Manufacturer
- Model
- Head
- Design Flow
- Horsepower
- Voltage
- RPM
- Drive
- Installation or Replacement Year
- Maintenance History

Based on a major equipment list and operating data provided by the City, the Consultant will conduct discipline specific site visits with the appropriate City staff to discuss the equipment, system operations and historical maintenance issues with each system. This will include three site visits with the consultant's project manager, lead discipline engineer and mechanical equipment assessment sub-consultant, as follows:

- Mechanical equipment visit (up to 8 hrs with PM, Lead Engineers & EA sub-consultant)
- Electrical equipment visit (up to 4 hrs with PM & Lead Engineer)
- Instrumentation and Control equipment visit (up to 4 hrs with PM & Lead Engineer)

Following these site visits, the Consultant will conduct an in-field review of the installed major equipment to evaluate the following items;

- Confirmation of equipment
- Photo document equipment
- Confirm iMaint data (provided by the City)
- Review maintenance history (provided by the City)
- Conduct general visual condition assessment of major equipment
- Estimate useful life

It should be noted that this assessment does not include structural, civil, stormwater, HVAC, plumbing or other ancillary facilities and is only intended to focus on the major unit processes and associated major equipment. As part of future phases of this project the consultant will review the structural report currently being completed to determine capital expenditure needed for the final master plan. It is anticipated that this equipment assessment review will take one month to complete.

2.4 Equipment Assessment Submittal

If not already established, an identification tag will be provided for each assessed piece of major equipment. The installation date, provided by the City, will be incorporated into the spreadsheet along with the projected useful life to provide an asset inventory renewal date and major equipment maintenance list.

Once the data collection and equipment assessment are complete the database will be consolidated and submitted to the City in the format for review and confirmation. Upon approval from the City, the final inventory will be submitted to the City for incorporation into their iMaint program by the City, as appropriate. This information will be incorporated into the Capital Improvement Plan projects and phasing in a later project phase.

TASK 3 – EXISTING SYSTEMS EVALUATION

3.1 Data Review and Analysis

The Consultant will review the historical and operational documents and data provided by the City to familiarize themselves with the plant configuration and arrangement, historical plant improvements, ongoing engineering efforts, operations, maintenance and regulatory compliance. This data will be trended to determine the current operational baseline.

3.2 Population Projections

Consultant will review the City's existing reports and documents to confirm the current population trends, gallons per capita per day contribution and future potential wastewater flows. These documents may include the following;

- Previous reports,
- Comprehensive Plan,
- University of Florida's Bureau of Economic Business and Research (BEBR), and
- 2010 United States Census Bureau population projections

This data will be used to establish expansion needs, operational impacts, regulatory concerns, flow and wet weather determination, water quality analysis, process review, high flow evaluation the capital improvement plan. An independent population projection will not be completed as part of this task.

3.3 Flow and Wet Weather Determination

Consultant will review and trend up to 5 years of hourly influent flow data to determine annual average, monthly average, 3 month average, peak day and peak hourly flow data. In addition, up to 5 years of corresponding rainfall data will be evaluated to identify and estimate dry weather and wet weather flows. The base dry weather flow will be compared to the current population established in 3.2 above to determine the contribution per capita. This number will be compared to the City's Comprehensive Plan and generally accepted industry standards to help predict inflow and infiltration impacts on plant flows and water quality contributions. This flow data will be used to populate the City's existing calibrated GPS-X process model to evaluate the existing, peak, and future operating conditions and hydraulics for the existing facility and alternative options.

3.4 Water Quality Determination

Consultant will review and trend up to 5 years of influent and effluent water quality data to determine low, average and peak limits for each constituent, including;

Influent

- 5-Day Carbonaceous Biochemical Oxygen Demand (cBOD5)

- Total Suspended Solids (TSS)
- Total Kjeldahl Nitrogen (TKN)
- Phosphorous
- Hydrogen Sulfide (if available)

Effluent

- Chlorine Residual
- cBOD5
- TSS
- Total Nitrogen
- Phosphorous
- Dissolved Oxygen
- Disinfection Byproducts (Dibromochloromethane and Chlorodibromomethane)

This data will be compared to the population information in 3.2 above and generally accepted industry contribution standards to validate the data and help predict inflow and infiltration impacts on plant water quality contributions. Based on the flow evaluation in 3.3 above, this data will be extrapolated to project concentration trends. This data will also be used to validate the City's existing calibrated GPS-X process model that will be used to evaluate the existing, future and alternative scenarios.

3.5 Plant Hydraulics

Consultant will verify the plant hydraulic profile based on available record drawings to provide a baseline for hydraulic impacts of future flows and alternate configurations to establish hydraulic limitations and improvements that may be required to implement each alternative. If necessary, weir elevations will be established based on field measurements from structural elements and as-built structural drawings and elevations.

3.6 Process Model Calibration Validation

The City will provide the consultant with a copy of the City's calibrated Hydromantis GPS-X process model for review and evaluation for accuracy and completeness. The Consultant will review the model and compare it against the process operational data evaluated above to corroborate the calibration.

It is assumed that the process model has been fully calibrated by previous consulting firms and provides a strong correlation with the plant and biosolids process operations. As such, no additional analytical testing, field testing or data collection to further calibrate the model is included in this scope of work. The calibrated model will be used as the basis for evaluation of the existing process and alternative process configurations.

3.7 High Flow Operation Evaluation

Once the City's calibrated GPS-X process model is reviewed, the existing process capacity and high flow operation will be evaluated. The Consultant will first meet with the plant operations staff to review, discuss and understand the current high flow

operating protocol. Based on this meeting, the model will be used to evaluate current operations to determine the effectiveness of the existing process, the limiting unit process(s) operation, hydraulic limitations and to identify potential operational protocol adjustments or system improvements that could be implemented to improve and simplify operations to achieve regulatory compliance during high flow scenarios.

3.8 Regulatory Review

Based on the review of the existing operational permits, and the regulatory climate, the Consultant will identify potential future regulatory changes that may impact the existing treatment facility, as well as, the proposed biological process and biosolids improvements. As appropriate to gain an understanding of these potential requirements, the Consultant will review current regulatory trends and contact the regulatory agencies to discuss potential future regulations that may affect the HFC AWTP. Regulations to be evaluated include;

- FDEP operating limits
- Tampa Bay Estuary Program (TBEP)
- Tampa Bay Nitrogen Management Consortium
- Total Maximum Daily Loads (TMDL)
- Water Quality Based Effluent Limits (WQBELs)
- Disinfection Byproducts (DBPs)
- Mixing Zone
- Title V Air Permit
- Rail Car
- EPA Part 503 Biosolids Rule
- Future Regulations

3.9 Existing Unit Process Evaluations

The Consultant will review and evaluate each unit process to determine the effectiveness of the equipment and the potential for improved technology to enhance plant operations, improve treatment effectiveness, restore reliability and reduce operating and maintenance costs. For the basis of these evaluations each unit process criteria will be based on the existing operational data, record information and the calibrated GPS-X model, unless otherwise noted. If sampling, testing and/or pilot testing is required to provide a comparison to alternate technology, this can be provided as additional services.

This task will include comparison of the existing systems to standard industry practices, and accepted system operations to achieve improved results. Unit process inefficiencies will be identified and potential system and operation improvements will be noted. These recommendations will be included in the Existing Systems Summary discussed in Task 3.10 below.

The unit processes to be evaluated include;

A. Preliminary Treatment

1. Screening

The City has recently replaced their existing screens with center flow band screens. As such historical engineering and design documents will be reviewed, but no further evaluation of this unit process is anticipated.

2. Grit

Grit can be a significant source of process inhibition, equipment wear and increased maintenance costs. Deposition in downstream tankage can cause reduced operational volumes and oxygen transfer efficiency. In addition, downstream capture in the primary clarifiers, process tankage or final clarifiers can result in premature equipment failure and operational challenges. The City currently has clarifier style grit removal equipment. As such, Consultant will evaluate existing grit removal equipment, settling velocity, grit capture, and general operation and efficiency to assess the potential for impact on downstream processes and equipment.

As the awareness of the importance of this unit process has grown, the benefit of conducting a grit characterization study has as well. This type of study will document grit particle distribution, sand equivalent size (SES), grit volume, FOG content, and grit removal efficiency to establish the current operation and removal efficiency and provide data for the selection and recommendation for new equipment. For the purpose of this high level Master Plan, a grit characterization study will not be performed and industry accepted values will be utilized. If it is determined during the course of the work that a grit characterization study would be beneficial, this can be done as additional services.

3. Odor Control

With the expansion of the Cruise industry, the Channel District and the construction of high density dwellings in the Port of Tampa, the City would like to evaluate the current odor control and treatment systems at the HFC AWTP. In addition, high levels of hydrogen sulfide can be very corrosive posing a costly impact and early degradation to pretreatment structures and equipment if not properly protected. This facility is known to have significant odor and corrosion potential (700-1,000 ppm at the headworks) associated with the extended detention time within the collection system.

To address this concern, the Consultant will conduct a high level odor evaluation at the headworks, primary clarifiers, junction chambers and biosolids facilities to

evaluate the existing systems, identify odor and corrosion potential and provide restoration and abatement (configuration, treatment and coatings) recommendations for further evaluation in a later phase of the project.

If it is determined during the course of the work that an Odor Characterization Study would be beneficial, it can be completed as additional services for the selected areas of concern. The study would include sampling (liquid stream and/or air space), odor logging and an odor evaluation.

B. Secondary Treatment

1. Primary Clarification

Currently the HFC AWTP has conventional rectangular primary clarifiers. These tanks are instrumental in division of carbon source between the biological process and the biosolids process. This unit process will be evaluated to understand the current operation, BOD and TSS removal efficiencies and process flexibility.

2. Biological Process

The HFC AWTP currently operates a two stage BNR process with high purity oxygen for carbon reduction and conventional aeration for nitrification. The high purity oxygen system is currently being rehabilitated, which will improve the dissolved oxygen operation. The City has conducted two studies to review the calibration of the process model and evaluate the biological process at the plant. As such, it is understood that the City's GPS-X model is complete, comprehensive and fully calibrated and no additional water quality testing model calibration and/or modifications will be necessary. If during the model review omissions or inaccuracies are noted, these will be brought to the attention of the City and can be addressed as additional services if needed.

The Consultant will review the findings of these studies. Based on these studies, available operational data and the calibrated GPS-X model, the Consultant will review the existing operations to look for opportunities to improve process operations, efficiency, cost effectiveness, sustainability and flexibility and its ability to meet future regulatory requirements. Process parameters and operations will be reviewed to evaluate food to mass ratios, mixed liquor suspended solids, dissolved oxygen concentrations, oxygen transfer efficiency, BOD reduction, denitrification efficiency and process controls.

3. Final Clarification

Final clarifiers play an integral role in the biological process and their performance is imperative to treatment success. The existing final clarifiers at the HFC AWTP are rectangular and provide final solids settling. This operation will

be evaluated to determine influent flow splitting, tank velocity, hydraulic loading, solids loading, alum or polymer usage (if applicable), solids settling performance, sludge volume index (SVI), sludge blanket control, return concentrations and wasting operations.

C. Tertiary Treatment

1. Filtration

The existing facility currently has dual use deep bed filters for final filtration. The filters provide denitrification with methanol addition and final solids polishing. Currently, the filters are the City's primary denitrification process. This system will be evaluated to assess, system configuration, efficiency, effluent quality backwashing operations and methanol effectiveness on meeting permitted final effluent quality.

2. Disinfection/Dechlorination

Currently the HFC AWTP meets high level disinfection utilizing chlorine gas injection and dechlorination prior to surface water discharge into Hillsborough Bay or for reclaimed water use. These systems will be evaluated for efficiency of contact time and mixing, safety concerns, and equipment conditions.

3. Effluent Disposal

Currently the City discharges the HFC AWTP treated effluent to Hillsborough Bay or to the City's reclaimed water system. The City is currently evaluating beneficial reuse alternatives for effluent disposal to reduce the flow to the Bay. As such, further evaluation of the reclaimed water and/or alternate water disposal is not included in this scope of services. This task will be limited to evaluation of current effluent disposal methods, mixing zone and effluent monitoring.

D. Biosolids Treatment

1. Sludge Conditioning/Thickening

The two existing WAS gravity thickeners and thickened sludge pumps have recently been replaced. It is assumed that no additional capital improvements to these components will be needed within the planning period for this Master Plan. This task will review recent historical polymer usage, influent and effluent solids concentrations, pump run times, and pump flow rates and make recommendations for improvements to operating procedures, if necessary.

2. Digestion

Blended primary sludge and WAS is sent to seven anaerobic digestion tanks with a total capacity of 9.8 million gallons. The digestion tanks include floating covers for gas storage. Gas produced from digestion is sent to a cogeneration facility for energy and heat production.

Digestion – This task will review historical solids loading rates, biogas production, and other operating parameters as available and provided by the City. The operation of the anaerobic digestion system will be evaluated with respect to opportunities for improving volatile solids reduction and biogas production. It is assumed that opportunities for improvements will be limited to the heat recovery and mixing systems. An overall condition assessment of the tanks, covers, and ancillary components will not be performed.

Biogas and Combined Heat & Power (CHP) - The operation of the cogeneration system and existing gas storage will be evaluated with respect to optimizing biogas utilization. This task will include an evaluation of the current energy billing rates, the plant demand profile, the cogeneration system operating strategies, power monitoring capabilities and the previously prepared Biogas Use Study to develop a cost benefit analysis and recommended approach for biogas utilization. Options for biogas utilization may include a combination of the following uses.

- Cogeneration
- Digester heating
- Biosolids heat drying
- Biomethane for vehicle fueling or pipeline injection
- Flaring

It is assumed that continued use of the cogeneration system will require new engines that meet new regulations for air emissions, and a new biogas conditioning system. Gas sampling and an assessment of the existing gas treatment system will not be performed. An overall condition assessment of the equipment will not be performed. This task does not include an evaluation of the City's vehicle fleet to determine how to convert the existing fleet to RNG/CNG.

3. Sludge Dewatering/Drying

The recent Biosolids Processing Assessment Report and Biosolids Dewatering Pilot Testing Summary and Comparison of Performance Report are evaluations of the dewatering and drying processes. These systems will not be reevaluated as part of this task, but a summary of the previous reports will be provided during the existing system evaluation workshop.

E. Electrical Systems

The HFC AWTP has a diverse and complex electrical system that has been expanded over the years. Consultant will review major equipment inventory, previously prepared arc flash and plant electrical coordination studies, as-built single line diagrams and plant operations to understand and evaluate the following electrical systems;

- plant power service(s)
- power distribution
- motor ratings and efficiencies
- plant lighting, lightning protection
- Class I Reliability
- demand reduction
- motor starting operations
- system reliability
- cogeneration
- standby power
- power rate schedule
- power monitoring, and
- peak shaving

Observed variances between the actual system and single line diagrams will be noted on the as-built drawings.

F. Instrumentation and Controls

The HFC AWTP currently has a plant-wide SCADA system. This system will be reviewed and evaluated to assess the SCADA Communications Architecture, existing system configurations, and programmable logic controller (PLC) and Human-Machine Interface (HMI) application programs with regard to current system objectives and long term sustainability.

Consultant will review major equipment inventory, as-built P&ID's and plant operations to understand and evaluate the following:

- Communications methods and protocols.
- Programmable controller hardware platforms, communications and options
- Interconnection to other equipment including equipment specific control panels and Variable Frequency Drives (VFDs)
- HMI platforms, communications protocols and options.
- SCADA control cabinets location and connectivity
- Equipment alarm capabilities

Observed variances between the actual system and P&ID's will be noted on the as-built drawings.

G. Structures

The City has retained the services of another consultant to conduct a structural evaluation of the entire facility. As such, on-site structural observation, non-destructive and/or destructive testing will not be conducted. Rather the Consultant will incorporate the findings of the structural evaluation and recommended improvements into the master plan.

3.10 Existing Systems Draft Technical Memorandum of Findings

At the conclusion of the initial investigation, the Consultant will develop a Draft Technical Memorandum(TM) of the initial findings for the existing facilities. This TM will discuss the Consultants initial field observations, equipment assessment, and existing systems evaluations and provide recommendations for further investigation in subsequent phases. The TM will be organized by unit process area.

As part of the Technical Memorandum, Consultant will prepare a brief summary table identifying each unit process, evaluation findings, potential concerns, and recommended improvements. The Draft TM will be provided to the City in electronic form (Word or PDF) two (2) weeks prior to the workshop in Task 3.11.

3.11 Existing Systems Evaluation Workshop

The Consultant will conduct one (1), 8-hour workshop with the lead project team members and key City staff to discuss the findings of the existing system evaluations. Consultant will prepare minutes of the meeting to document the key decisions and outcomes of the workshop and distribute the meeting notes to all participants. The key decisions and outcomes of this workshop will be the basis for comparison of the existing process with selected process alternatives.

3.12 Existing Systems Final Technical Memorandum of Findings

Based on the discussions and comments in the workshop, the Consultant will revise the Draft TM to produce a Final TM. The Final TM will document the final findings and provide a guide to move the Master Planning process forward. The Consultant will provide the City with 5 hardbound copies of the Final TM. In addition, the Consultant will be provided to the City in electronic form (Word or PDF), if additional copies are needed.

KEY PROJECT TEAM MEMBERS

Principal / QC Review	Robert Garland, PE
Client Manager	Craig Wells, PE
Regional Manager/Senior Project Manager	Jeff Lowe, PE
Senior Engineer (Biological Process)	Jeff Lowe, PE
Project Engineer (Biological Process Model)	Zack Trammel, EI
Project Engineers (Mechanical)	Mike Nixon, EI & Nicole Smith, EI
Senior Engineer (Biosolids Process)	Rosalyn Mathews, PhD, PE
Project Engineer (Biosolids Process Model)	Joseph Rohrbacher, PE
Senior Engineer (Biosolids Evaluation)	Jacob Porter, PE
Senior Engineer (Electrical)	Aubrey Haudricourt, PE
Senior Engineer (I&C)	Mike Tweedel, PE
Equipment Assessment	Joe Kierzek

BUDGET

See Exhibit B.

SCHEDULE

This schedule is based on several tasks being performed concurrently. This Agreement will remain in effect through the completion of the project. A detailed Microsoft Project Schedule will be submitted within 10 business days of the written notice to proceed for the Work Assignment.

<u>Description</u>	<u>Completion Weeks Following Authorization</u>
Kick-Off Meeting	1
Data Collection/Field Investigations	6
Equipment Assessment Submittal	8
Draft Technical Memorandum of Findings	13
Review Meeting	15
Existing System Evaluation	17

This schedule is based on a two week review for each submittal by the City.

Exhibit B

Totals				\$ 350,000		\$ 196,050		\$ 153,950		1,402		\$ 139.84		Labor Category													Other Direct Costs - detail				
				Total	Total	Total	Total	Labor Ave		Principle	Eng Mgr	Eng III	Eng III	Eng III	Eng III	Eng II	Eng Int	Eng Int	Eng Int	Sr. CAD	Sr. Admin	Travel	Printing	Total ODC	Subconsultant #1		Subconsultant #2				
				Cost	Labor Cost	ODC	Hourly Rate			\$260.00	\$240.00	\$175.00	\$175.00	\$175.00	\$130.00	\$110.00	\$110.00	\$110.00	\$110.00	\$100.00	\$ 85.00	\$	\$	(excl subs)	Hazen & Sawye	The Ash Grou					
Cost Code	Task Description	\$	\$	\$	\$					Enter hours (not \$) below													\$	\$	\$	\$	\$				
										Robert	Jeff (PM/Proc)	Mitch (QC)	Aubrey (Elec)	Mike (I&C)	Sam (Str)	Blake (Mech)	Mike (Mech)	Zach (Process)	Varies (Elec/I&C)	Brian	Diane										
Task 1 - Project Initiation, Management and Administration																															
	1.1 Project Administration	\$ 7,734	\$ 4,570	\$ 3,164	31	\$ 147.42			1	8	1	1	1	1	1	1	1	1	2	1	12										
	1.2 Kick-off Meeting & Initial Site Visit	\$ 7,295	\$ 3,650	\$ 3,645	22	\$ 165.91				8						12					2	\$ 100	\$ 25	\$ 125.00	\$3,014						
	1.3 Progress Meetings (2)	\$ 4,555	\$ 3,560	\$ 995	22	\$ 161.82				8						10					4	\$ 150	\$ 75	\$ 225.00	\$770						
	1.4 Consultant Internal Coordination Meetings	\$ 8,300	\$ 4,630	\$ 3,670	30	\$ 154.33				4	4	4	4			4	4	4			2	\$ 150		\$ 150.00	\$3,520						
Task 2 - Data Collection																															
	2.1 Data Gathering	\$ 5,133	\$ 3,175	\$ 1,958	25	\$ 127.00				2			1	1	1	2	4	4	6	2	2					\$1,958					
	2.2 Initial Field Investigation	\$ 14,582	\$ 7,520	\$ 7,062	48	\$ 156.67				8			8	8		8	8	8								\$7,062					
	2.3 Equipment Inventory																														
	Mechanical Inventory	\$ 42,130	\$ 5,680	\$ 36,450	28	\$ 202.86					12	16										\$ 150		\$ 150.00		\$36,300					
	Electrical Inventory	\$ 13,760	\$ 13,260	\$ 500	104	\$ 127.50					4			20					80			\$ 500		\$ 500.00							
	Instrumentation & Control Inventory	\$ 13,760	\$ 13,260	\$ 500	104	\$ 127.50					4		20						80			\$ 500		\$ 500.00							
	2.4 Equipment Inventory Submittal	\$ 2,525	\$ 2,400	\$ 125	18	\$ 133.33				2	4								8		4		\$ 125	\$ 125.00							
Task 3 - Existing System Evaluation																															
	3.1 Data Review & Analysis	\$ 15,130	\$ 12,010	\$ 3,120	88	\$ 136.48				8			8	8	2	6	16	16	24							\$2,970					
	3.2 Population Projections	\$ 4,990	\$ 4,990		38	\$ 131.32				4	2					8	24														
	3.3 Flow and Wet Weather Determination	\$ 4,990	\$ 4,990		38	\$ 131.32				4	2					8	24														
	3.4 Water Quality Evaluation	\$ 4,910	\$ 4,910		34	\$ 144.41				8	2								24												
	3.5 Plant Hydraulics	\$ 7,230	\$ 7,230		56	\$ 129.11				6	2					8	40														
	3.6 Process Model Review	\$ 12,420	\$ 10,440	\$ 1,980	76	\$ 137.37				16									60							\$1,980					
	3.7 High Flow Operation Evaluation	\$ 4,080	\$ 4,080		30	\$ 136.00				6									24												
	3.8 Regulatory Review	\$ 6,720	\$ 4,960	\$ 1,760	38	\$ 130.53				6																\$1,760					
	3.9 Existing Unit Process Evaluations																														
	A. Preliminary Treatment																														
	1. Screening	\$ 920	\$ 920		6	\$ 153.33					2																				
	2. Grit Removal	\$ 2,720	\$ 2,720		20	\$ 136.00					4																				
	3. Odor Control	\$ 2,720	\$ 2,720		20	\$ 136.00					4																				
	B. Secondary Treatment																														
	1. Primary Clarification	\$ 4,080	\$ 4,080		30	\$ 136.00					6								24												
	2. Biological Process	\$ 12,640	\$ 12,640		96	\$ 131.67					16								80												
	3. Final Clarification	\$ 2,720	\$ 2,720		20	\$ 136.00					4								16												
	C. Tertiary Treatment																														
	1. Filtration	\$ 4,080	\$ 4,080		30	\$ 136.00					6								24												
	2. Disinfection/Dechlorination	\$ 2,720	\$ 2,720		20	\$ 136.00					4								16												
	3. Effluent Disposal	\$ 2,720	\$ 2,720		20	\$ 136.00					4								16												
	D. Biosolids Treatment																														
	1. Sludge Thickening/Conditioning	\$ 10,068	\$ 960	\$ 9,108	4	\$ 240.00					4															\$9,108					
	2. Digestion/CHP	\$ 58,540	\$ 2,880	\$ 55,660	12	\$ 240.00					12															\$55,660					
	3. Sludge Dewatering/Drying	\$ 3,032	\$ 480	\$ 2,552	2	\$ 240.00					2															\$2,552					
	E. Electrical Systems	\$ 8,160	\$ 8,160		60	\$ 136.00					4		16						40												
	F. Instrumentation & Controls	\$ 8,160	\$ 8,160		60	\$ 136.00					4			16					40												
	G. Structures	\$ 590	\$ 590		3	\$ 196.67					1				2																
	3.10 Existing System Draft Technical Memorandum	\$ 22,631	\$ 12,115	\$ 10,516	87	\$ 139.25				12	4	6	6	1	6	12	12	16	4	8						\$10,516					
	3.11 Existing Systems Evaluation Workshop	\$ 12,600	\$ 6,450	\$ 6,150	38	\$ 169.74				8		8	8			12					2	\$ 100		\$ 100.00		\$6,050					
	3.12 Existing System Final Technical Memorandum	\$ 10,655	\$ 5,620	\$ 5,035	44	\$ 127.73				4	2	2	2			2	6	6	12	2	6		\$ 272	\$ 272.00		\$4,763					
Total		\$ 350,000	\$ 196,050	\$ 153,950	1,402	\$ 139.84				1	219	39	74	74	7	87	239	303	308	9	42	\$ 1,650	\$ 797	\$ 2,447	\$115,203	\$ 36,300					

The work will be billed on a "LUMP SUM" basis in accordance with the Agreement for Consulting Services. The Lump Sum fees for the various tasks are outlined below.

Task 1 - Project Initiation, Management and Administration	\$ 27,884.00
Task 2 - Data Collection	\$ 91,890.00
Task 3 - Existing Systems Evaluation	\$ 230,226.00
Total	\$ 350,000.00

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 waiver 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 on 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 projects. 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 Awaradee/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 POLICES - 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)



**Page 3 of 4DMI – Solicited/Utilized
City of Tampa –DMI Schedule of Sub-(Contractors/Consultants/Suppliers) to be Utilized
(FORM MBD-20)**

Contract No.: RFQ 15-D-00013 Contract Name: Howard F. Curren AWTP Master Plan Design
 Contractor Name: McKim & Creed, Inc. Address: 3903 Northdale Boulevard, Suite 140W, Tampa, FL 33624
 Federal ID: 56-2136769 Phone: (813) 549-3740 Fax: (813) 549-3744 Email: cwells@mckimcreed.com

See attached documents.
 No Subcontracting (of any kind) will be performed on this contract.

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

This DMI Schedule Must Be Submitted with the Bid or Proposal (Do Not Modify This Form)

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

S = SLBE W=WMBE	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 Listed above	Amount of Quote. Letter of Intent if available.	Percent of Scope/Contract %
Federal ID					
S/W	The Ash Group, Inc. 5802 Benjamin Center Drive, Suite 10 Tampa, FL 33634 Ph: 813.290.8899 x230 Fax: 813.290.8891	F CF CM	925	Y	10
59-317-9134					
n/a	Hazen and Sawyer 10002 Princess Palm Avenue, Suite 200 Tampa, FL 33619 Ph: 813-630-4498 Fax: 813-630-1967	M CF CM	925	N (verbal confirmation)	20
13-290-4652					
n/a	Burton and Associates, Inc. 1000 North Ashley Drive Tampa, FL 33602 Ph: (813) 443-5138 Fax: (813) 443-8289	M CF CM	925	N (email confirmation)	6
65-015-2871					
S/W	MC Squared, Inc. 5808-A Breckenridge Parkway Tampa, FL 33610 Ph: (813) 443-5138 Fax: (813) 443-8289	F CF BM	925	Y	4
90-003-3880					

Total Subcontract/Supplier Utilization \$ unknown

Total SLBE Utilization \$ unknown

Total WMBE Utilization \$ unknown

Percent SLBE Utilization of Total Bid/Proposal Amt. % Percent WMBE Utilization of Total Bid/Proposal Amt. 14 %

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this contract. **This form must be completed and submitted with the bid or proposal.** Modifying or failing to sign DMI forms may result in Non-Compliance and/or deemed non-responsive.

Signed: _____ Name/Title: Craig Wells, PE, Regional Manager Date: 1/22/2015



Page 1 of 2 –DMI Payment
City of Tampa – DMI Sub-(Contractors/Consultants/Suppliers) Payments
(FORM MBD-30)

[] Partial [] Final

Contract No.: _____ WO#,(if any): _____ Contract Name: _____

Contractor Name: _____ Address: _____

Federal ID: _____ Phone: _____ Fax: _____ Email: _____

GC Pay Period: _____ Payment Request/Invoice Number: _____ City Department: _____

Total Amount Requested for pay period: \$ _____ Total Contract Amount(including change orders):\$ _____

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 S = SLBE

Type	Trade/Work Activity	Federal ID	Total Sub Contract Or PO Amount	Amount Paid To Date	Amount To Be Paid For This Period
[]Sub []Supplier				Amount Pending Previously Reported	Sub Pay Period Ending Date
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

(Modifying This Form or Failure to Complete and Sign May Result in Non-Compliance)

Certification: I hereby certify that the above information is a true and accurate account of payments to sub – contractors/consultants on this contract.

Signed: _____ Name/Title: _____ Date: _____



Page 2 of 2 – DMI Payment

Instructions for completing The DMI Sub-(Contractors/Consultants/ Suppliers) Payment Form (Form MBD-30)

This form must be submitted with all invoicing or payment requests where there has been subcontracting rendered for the pay period. If applicable, after payment has been made to the subcontractor, “Waiver and Release of Lien upon Progress Payment”, “Affidavit of Contractor in Connection with Final Payment”, or an affidavit of payment must be submitted with the amount paid for the pay period. The following will detail what data is required for this form. The instructions that follow correspond to the headings on the form required to be completed. **(Modifying or omitted information from this form may result in non-compliance).**

- **Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.
- **W.O.#** If the report covers a work order number (W.O.#) for the contract, please indicate it in that space.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business.
- **Address.** The physical address of your business.
- **Federal ID.** A number assigned to a business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **Pay Period.** Provide start and finish dates for pay period. (e.g. 05/01/13 – 05/31/13)
- **Payment Request/Invoice Number.** Provide sequence number for payment requests. (ex. Payment one, write 1 in space, payment three, write 3 in space provided.)
- **City Department.** The City of Tampa department to which the contract pertains.
- **Total Amount Requested for pay period.** Provide all dollars you are expecting to receive for the pay period.
- **Total Contract Amount (including change orders).** Provide expected total contract amount. This includes any change orders that may increase or decrease the original contract amount.
- **Signed/Name/Title/Date.** This is your certification that the information provided on the form is accurate.
- **See attached documents.** Check if you have provided any additional documentation relating to the payment data. Located at the bottom middle of the form.
- **Partial Payment.** Check if the payment period is a partial payment, not a final payment. Located at the top right of the form.
- **Final Payment.** Check if this period is the final payment period. Located at the top right of the form.

The following instructions are for information of any and all subcontractors used for the pay period.

- **(Type) of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business or SLBE.
- **Trade/Work Activity.** Indicate the trade, service, or material provided by the subcontractor.
- **SubContractor/SubConsultant/Supplier.** Please indicate status of firm on this contract.
- **Federal ID.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Total Subcontract Amount.** Provide total amount of subcontract for subcontractor including change orders.
- **Amount Paid To Date.** Indicate all dollars paid to date for the subcontractor.
- **Amount Pending, Previously Reported.** Indicate any amount previously reported that payments are pending.
- **Amount To Be Paid for this Period.** Provide dollar amount of dollars requested for the pay period.
- **Sub Pay Period Ending Date.** Provide date for which subcontractor invoiced performed work.

Forms must be signed and dated or will be considered incomplete. The company authorized representative must sign and certify the information is true and accurate. Failure to sign this document or return the document unsigned can be cause for determining a company is in non-compliance of Ordinance 2008-89.

If any additional information is required or you have any questions, you may call the Minority Business Development Office at (813) 274-5522.