

Agmt

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$750,000 BETWEEN THE CITY OF TAMPA AND URS CORPORATION SOUTHERN IN CONNECTION WITH CONTRACT NO. 14-D-00047; HILLSBOROUGH RIVER DAM GENERAL ENGINEERING SERVICES; AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE.

WHEREAS, via the competitive selection process in accordance with Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act and consistent with Federal procurement policies, the City of Tampa (CITY) selected URS Corporation Southern as CONSULTANT to provide professional services in connection with Contract 14-D-00047; Hillsborough River Dam General Engineering Services, (PROJECT) as detailed in the Agreement for Consultant Services (AGREEMENT); and

WHEREAS, the CITY desires to enter into an agreement with the CONSULTANT to provide certain professional consultant 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, THAT:

Section 1. The Agreement for Consultant Services between the City of Tampa and URS Corporation Southern in connection with Contract 14-D-00047; Hillsborough River Dam General Engineering Services as detailed in said AGREEMENT, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in substantially similar form.

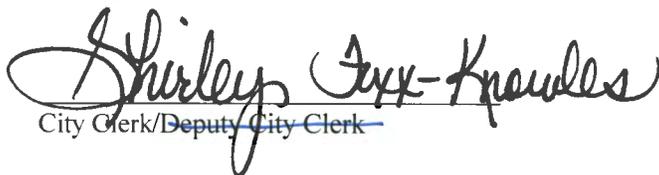
Section 2. The Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk to attest and affix the official seal of the City of Tampa to, said AGREEMENT on behalf of the City of Tampa.

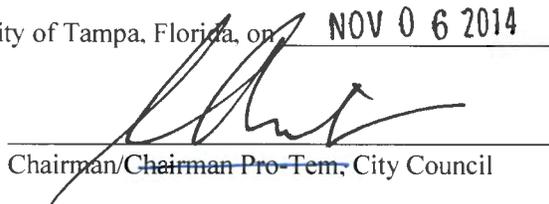
Section 3. Award of a contract for Professional Engineering services is provided in the amount of \$750,000 for the Hillsborough River Dam General Engineering Services project within various accounts within Water Operating and Water -Renewal & Replacement Fund.

Section 4. The 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 NOV 06 2014

ATTEST:


City Clerk/~~Deputy City Clerk~~


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

Approved as to Legal Sufficiency by
Justin R. Vaske, Assistant City Attorney

4/2014-45

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 URS Corporation Southern, a corporation chartered and existing under the laws of the State of California, hereinafter referred to as "CONSULTANT", the address of which is 7650 West Courtney Campbell Causeway, Tampa, FL, 33607

WITNESSETH:

WHEREAS, the CITY desires to engage the CONSULTANT to perform certain Professional Engineering consulting services pertinent to such work which shall be referred to as 14-D-00047; Hillsborough River Dam General Engineering Services "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 architectural/consultant 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 an upset limit (by task) of \$750,000 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, 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.

XXIV. 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.

XXIX. BUDGET APPROPRIATIONS

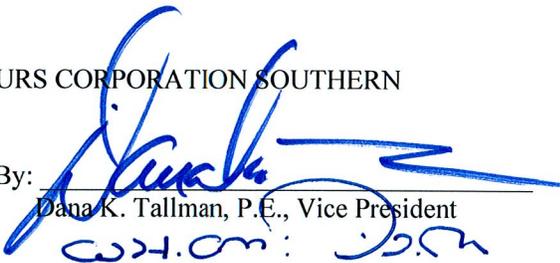
The CITY is subject to Section 166.241, Florida Statutes, and is not authorized to contract for expenditures in any fiscal year except in pursuance of budgeted appropriations. With respect to this Agreement, the CITY has budgeted and appropriated sufficient monies to fund the CITY's obligations under 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: 
Corporate Secretary (SEAL)

URS CORPORATION SOUTHERN

By: 
Dana K. Tallman, P.E., Vice President

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. 2014-____



Exhibit A

October 3, 2014

Mr. Frank E. Woodard, II
Project Coordinator
Contract Administration Department
Planning and Design Division
City of Tampa
306 East Jackson Street, 4N
Tampa, Florida 33602

RE: Hillsborough River Dam General Engineering Services, RFQ 14-D-00047

Dear Mr. Woodard:

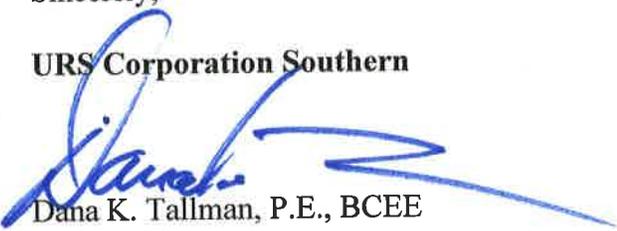
URS Corporation Southern is pleased to submit the proposed scope of services (EXHIBIT A) for the Hillsborough River Dam General Engineering Services, RFQ 14-D-00047, along with the proposed Rate Schedule (EXHIBIT B), Insurance Certificate Specimen (EXHIBIT C), the DMI-Solicited and Utilized and Official Letter of Intent forms.

It is understood that each individual task will require submission of specific proposal of services, based on the rates attached, and related DMI. It is also understood that each proposal will be approved individually by the Water Department's Project Manager prior to any work beginning.

We appreciate the opportunity to offer our services and look forward to working with you. Should you have any questions in regard to this proposal, please do not hesitate to contact me.

Sincerely,

URS Corporation Southern



Dana K. Tallman, P.E., BCEE
Vice President
Water Business Line Manager

DKT:lyw

cc: Joseph Ruperto, P.E. – URS

Attachments

EXHIBIT A
Hillsborough River Dam General Engineering Services
RFQ 14-D-00047

I. BACKGROUND:

The City of Tampa (City) Water Department requires the support of URS Corporation Southern (Consultant) and its sub consultants to function as an extension of the City's resources by providing qualified technical and professional general engineering services related to improvements at the Hillsborough River Dam. All work shall be performed in accordance with City Standards and Procedures.

II. SERVICES:

This project will be managed through a series of task based work order activities. The Consultant will perform a variety of professional engineering services that may include the following:

Geotechnical Engineering Services:

- Soil and rock investigations and laboratory testing for engineering structures,
- Soil characterization, analysis, and design including embankment dam and foundation engineering, soil and rock mechanics, engineering geology, seismotectonics, geophysics, structural behavior and instrumentation, and slurry walls,
- Soil and rock instrumentation,
- Soil improvement, geosynthetics, construction over very soft soils,
- Inspection and condition assessment, and
- In situ testing.

Hydraulic Engineering Services:

- Spillway, outlet works, pipeline and pump station design,
- Computer modeling to assess flood risk, calculate hydrologic and hydraulic parameters and design hydraulic structures, and
- Water supply and reservoir yield analysis.

Structural Engineering Services:

- Structural analysis and design of the dam, spillway, outlet works and retaining walls.
- Structural operation and maintenance requirements,
- Stability analysis, and
- Inspection and condition assessment.

Electrical Engineering Services:

- Design of aerial and underground power distribution systems,

- Design of motor controls and motor control centers, interior and exterior lighting, automated control systems using programmable logic controllers (PLCs) and personal computer (PC)-based platforms, and arc flash hazard analysis,
- Electrical equipment operation and maintenance requirements,
- Installation and rehabilitation, and
- Inspection and condition assessment.

Mechanical Engineering Services:

- Design of gates, valves, and hydraulic system equipment,
- Design of mechanical lifting systems including motors and hoists,
- Specification, factory inspection, installation and start-up of major equipment,
- Mechanical equipment operation and maintenance requirements,
- Inspection and condition assessment.

Instrumentation:

- Design of instrument systems including installation and testing of piezometers, inclinometers, strain gauges, settlement monuments,
- Design, installation and start-up of control systems utilizing centralized control and distributed control philosophies, including programmable logic controllers (PLCs) and supervisory control and data acquisition (SCADA) systems,
- Design, installation and start-up of voice and data communications systems, and
- Inspection and condition assessment.

Inspections:

- Periodic structure condition inspection of civil, geotechnical, mechanical, electrical, structural and underwater elements. This includes reporting deficiencies, assessing probable cause and remediation recommendations.
- Construction inspection at all levels from review of specifications and shop drawings to full time onsite construction management.

III. PROJECTS:

The following list of possible specific project services may be provided to the City as part of this work order contract. Additional services requested by the City may also be provided to the City as part of this work order contract.

1. Update the Tampa Water Department's Dam Safety Program to improve the quality and adequacy of maintenance, surveillance, and methods of project operations. The Dam Safety Program will address all elements of the dam. Operational tasks that merit a high priority include:

- Updating the facility's O&M manual to provide advice and guidance concerning technical aspects of operation including gates and control systems, monitoring, and surveillance equipment.
- Updating the facilities Emergency Action Plan (EAP), and
- Scheduling EAP tabletop and field exercises.

2. North Embankment Dam Assessment - Perform a thorough assessment of the North Embankment Dam to provide this important component of the structure with the same level of scrutiny currently given to the Concrete Gravity Dam.

3. Sub-surface Conditions Assessment - Determine the need and scope for an assessment of subsurface conditions for the following components:

- North Embankment Dam,
- Concrete Dam,
- South Abutment.

4. Concrete Dam Assessment - Perform an assessment of certain features of the facilities' Concrete Dam as follows:

- Composition, to provide a better understanding of the unit weight and compressive strength characteristics of mass concrete, including Cyclopean concrete if it exists within the concrete dam,
- Stability, under normal and flood loading conditions,
- Effective reduction in uplift pressure from the half-drains beneath the structure,
- Effect of uplift on stability.

5. South Abutment Retaining Wall Assessment- Conduct an assessment of certain features of the facilities' South Abutment Retaining Wall as follows:

- Weep hole performance,
- Wall verticality

6. North Abutment Retaining Wall Assessment - Conduct an assessment to investigate possible movement detected during the field inspection performed in September, 2013.

7. Dam Safety Risk Analysis - Conduct an analysis to systematically evaluate the probabilities of failure of engineered structures when subjected to various loads, considering the consequences of the failure of the structure when subjected to those loads. This analysis is intended to provide decision makers with a means to prioritize the allocation of funds for repairs to the dam, spillways, and related structures.

8. Spillway Gate Bulkhead Exercise Program - Develop a program to test (exercise) the use of the dewatering bulkheads, which are necessary for facility maintenance. The program will be designed to conduct exercises to install and remove dewatering bulkheads under various conditions prescribed by the Department.

9. Other specific projects may be identified during the execution of the services enumerated above or as may be directed by the Water Department.

IV. SCHEDULE:

The Consultant will be prepared to commence work on each assignment upon issuance of the authorization by the City. All services will be completed as defined in the individual task work order, or as requested by the City Project Manager.

V. COMPENSATION:

For performing the services identified within this Scope of Services, the City shall pay the Consultant the upset limit amount of \$750,000 in accordance with Exhibit "B" of this contract. The required DMI forms will also be submitted with each invoice.

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



EXHIBIT B

URS CORPORATION SOUTHERN

CITY OF TAMPA
HILLSBOROUGH RIVER DAM GENERAL ENGINEERING SERVICES
14-D-00047
HOURLY BILLING RATES

Personnel Classification	Average Hourly Billing Rate (\$ / hour)
Senior Vice President	275
Vice President/Officer-in-Charge	235
Senior Project Manager/Principal	184
Project Manager/Associate Principal	165
Senior Structural Engineer	210
Senior Geotechnical Engineer	200
Senior Engineer/Scientist	159
Engineer/Scientist (III-IV)	129
Engineer/Scientist (I-III)	114
GIS Specialist	84
Field Technician	80
Senior Designer	105
CADD Operator	83
Operations Specialist	125
Project Administrator	78
Clerical	62



FEE SCHEDULE
Rates Effective through 12/31/14

FEE SCHEDULE FOR PROFESSIONAL SERVICES

	<u>Hourly</u> <u>Rate</u>
<u>Engineers, Geologists, Scientists, and Technical Specialists*</u>	
Senior Principal	\$225
Principal	\$205
Senior Associate	\$185
Associate	\$170
Senior 2/Project Manager	\$155
Senior 1/Project Manager	\$140
Engineer/Scientist/Surveyor Professional 3	\$125
Engineer/Scientist/Surveyor Professional 2	\$110
Engineer/Scientist/Surveyor Professional 1	\$95
<u>Technical Support</u>	
Technician 6	\$108
Technician 5	\$93
Technician 4	\$78
Technician 3	\$68
Technician 2	\$58
Technician 1	\$48
<u>Administrative</u>	
Administrative Staff 6	\$85
Administrative Staff 5	\$68
Administrative Staff 4	\$60
Administrative Staff 3	\$55
Administrative Staff 2	\$50
Administrative Staff 1	\$45
<u>Survey Crews</u>	
Survey Crew (4 Person)	\$200
Survey Crew (3 Person)	\$160
Survey Crew (2 Person)	\$120
<u>Expenses</u>	
Support	
Based on Professional Labor	12%
Reproduction / Plotting – Black & White	
24" X 36"	\$1.50
30" X 42"	\$2.25
Reproduction / Plotting – Color	
8 1/2" x 11"	\$1.40
11 X 17	\$10.00
24 X 36	\$12.00
30 X 42	\$15.00
Computer CADD/GIS Modeling	\$15.00
Vehicles	\$1.35 per mile \$120.00 – per day
Subcontractors and Reimbursable Expenses	15%

*** Legal Services - Mediation, Deposition, Court Appearances hourly rates plus 50%**



7930 62ND STREET NORTH • PINELLAS PARK, FL 33781 • (727)546-4198 • FAX (727)549-8131
www.boltunderwater.com

September 12, 2014

Joseph M. Ruperto, P.E.
URS Corporation
7650 West Courtney Campbell Causeway
Tampa, FL 33607-1462

Project Name:
RFQ-14-D-000047 Hillsborough River Dam General Engineering Services

As requested, the following figures reflect BOLT's rates on the above referenced project.

LABOR (2014): Includes Dive Crew and Diving Equipment:

4 HOUR MINIMUM / PORTAL TO PORTAL

Standard Rates for this project: \$82.32/Hour C.B.I./Diver or Supervisor, \$45.98/Hour Diver-Inspector, \$45.98/Hour Diver-Inspector.

3-Person Crew is \$174.28/Hour – CBI/Diver, Diver, Diver

4-Person Crew is \$220.27/Hour – CBI/Diver, Diver, Diver, Diver

5-Person Crew is \$266.25/Hour – CBI/Diver, Diver, Diver, Diver, Diver

6-Person Crew is \$312.23/Hour – CBI/Diver, Diver, Diver, Diver, Diver, Diver

PENETRATION DIVES – Per OSHA requirements of a 4-Person Dive Team w/surface supplied communications and gear.

4-Person Crew is \$220.27/Hour – CBI/Diver, Diver/Tender, Diver/Tender, Diver

EQUIPMENT: Not included in Flat Rate.

In-House equipment and prices charged are the same for all governmental projects.

Dive Boats: \$260.00/Day each, includes fuel

Fathometer: \$80.00/Day

Underwater Color Video: \$200.00/Day

Underwater Digital Photography Equipment: \$75.00/Day each

Underwater Ultrasonic Testing Equipment: \$300.00/Day

Boat and Operator (Snooper Support etc./Engineer Inspection): \$260.00/Day plus Operators hourly rate (Diver/Inspector \$45.98 Hourly).

LODGING: N/A

MEALS: N/A

ADMINISTRATION: Reports will be a charge of 1 hour per, at a rate of \$82.32.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mollie Griswold", written over a horizontal line.

Mollie Griswold, C.B.I., President
Bolt Underwater Services, Inc.

September 15, 2014

Mr. Joseph M. Ruperto, PE
URS Corporation
7650 West Courtney Campbell Causeway
Tampa, Florida 33607-1462

RE: RFQ 14-D-00047
Hillsborough River Dam General Engineering Services Contract
NEI Proposal No. 140603

Dear Mr. Ruperto:

Please find below our list of employees and rates.

<u>Name</u>	<u>Labor Category</u>	<u>Bill Out Rate</u>
Gerald Silva, PLS	Project Manager	\$213.00/hour
Raymond Whitehurst, PSM	Project Surveyor	\$126.00/hour
Raymond Whitehurst	Cad Technician	\$ 85.00/hour
Patricia Cartwright	Cad Technician	\$ 84.90/hour
Kim Greenzweig	Administrative	\$ 74.25/hour
Michael Sewell	Survey Crew Chief	\$ 66.00/hour
Kwame Atum	Survey Crew Chief	\$ 54.00/hour
D. Clinton Fanelli	Survey Crew Instrument Oper.	\$ 45.00/hour
Patrick Gravette	Survey Crew Rod Person	\$ 30.00/hour
James Greenzweig	Survey Crew Rod Person	\$ 30.00/hour
Robert Shrum	Survey Crew Rod Person	\$ 30.00/hour
Daniel Ullsmith	Survey Crew Rod Person	\$ 30.00/hour

If you have any questions, comments or concerns, please do not hesitate to contact our office.

Sincerely,

NORTHWEST ENGINEERING, INC.



Gerald Silva, PLS
President

GS/kg/ltr:4568



15 September 2014

Mike Herr
Chairman, Consultants' Competitive Negotiation Committee
City of Tampa CAD - 4th Floor North
306 E. Jackson Street
Tampa, Florida 33602

RE: RFQ- 14-D-00047 Hillsborough River Dam General Engineering Services - COT Contract

Dear Mr. Herr,

In relation to the above-referenced contract, please find below the labor category and hourly rate for the only individual participating from GeoEngineering and Environment:

Name: Francisco Silva-Tulla
Labor category: Consulting Civil Engineer
Rate: \$275/hr.

Sincerely,

A handwritten signature in blue ink that reads "Francisco Silva-Tulla". The signature is written in a cursive style and is set against a light yellow rectangular background.

Francisco Silva-Tulla

Client: City of Tampa

Consultant: Test Lab, Inc.
4112 W. Osborne Ave.
Tampa, Florida 33614
813-872-7821

Contact / Project Manager: Joseph M. Ruperto, P.E. / URS
Phone: 813-636-2165

Project Name: RFQ- 14-D-00047 Hillsborough River Dam General Engineering Services

Personnel	Classification	Minimum	Maximum
Shelley Gisclar, PE	Geotechnical Engineer		\$ 149.93
Igon Kratser, PE	Geotechnical Engineer	\$123.01	
Ausma Mackus	Geologist	\$90.63	\$90.63
Larry Colson	GIS / CAD Specialist	\$90.63	\$90.63
Wesley Parker, EI	Senior Geotechnical Technician	\$88.75	\$88.75
Randy Kelly	Senior Materials Technician	\$19.23	\$19.23
Larry Reed	Inspector	\$47.49	
Joseph Watson	Inspector		
Joshua Wheatley	Inspector		\$51.03



Mark S. Cornwell
Senior Vice President

9/16/2014
Date



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

Contract No.: 14-D-00047 Contract Name: Hillsborough River Dam General Engineering Services
 Contractor Name: URS Corporation Southern Address: 7650 W. Courtney Campbell Cswy, Tampa, FL 33607
 Federal ID: 59-2087895 Phone: 813-286-1711 Fax: 813-287-6587 Email: dana.tallman@urs.com

No Firms were contacted/solicited for this contract.

No Firms were contacted because: _____

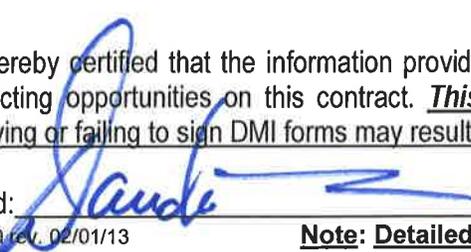
See attached documents with supplemental information.

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)

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 or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Resp. Rec'd Y/N
Federal ID					
S (MBE) 59-2899240	Northwest Engineering, Inc. 8409 Sunstate Street Tampa, FL 33634-1309	HM	925	E	Y
S, W (DBE) 59-1427227	Test Lab, Inc. 4112 West Osborne Avenue Tampa, FL 33614	CF	925	E	Y
W 59-3403106	Bolt Underwater Services, Inc. 7930 62nd Street North Pinellas Park, FL 33781	CF	912	E	Y
584-34-0433	GeoEngineering and Environment 12 Baskin Road Lexington, MA 02421-6929	HM	925	E	Y
91-1641772	AMEC Environment & Infrastructure, Inc. 2000 E. Edgewood Drive, Suite 215 Lakeland, FL 33803	CF CM	925	E	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. **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: Dana K. Tallman, PE, BCEE
Vice President Date: October 3, 2014
 MBD 10 rev. 02/01/13 **Note: Detailed Instructions for completing this form are on the next page**



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

Contract No.: 14-D-00047 Contract Name: Hillsborough River Dam General Engineering Services
 Contractor Name: URS Corporation Southern Address: 7650 W. Courtney Campbell Cswy, Tampa, FL 33607
 Federal ID: 59-2087895 Phone: 813-286-1711 Fax: 813-287-6587 Email: dana.tallman@urs.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 (MBE)	Northwest Engineering, Inc. 8409 Sunstate Street Tampa, FL 33634-1309	HM	925	NA	
59-2899240					
S, W (DBE)	Test Lab, Inc. 4112 West Osborne Avenue Tampa, FL 33614	CF	925	NA	
59-1427227					
W	Bolt Underwater Services, Inc. 7930 62nd Street North Pinellas Park, FL 33781	CF	912	NA	
59-3403106					
	GeoEngineering and Environment 12 Baskin Road Lexington, MA 02421-6929	HM	925	NA	
584-34-0433					
	AMEC Environment & Infrastructure, Inc. 2000 E. Edgewood Drive, Suite 215 Lakeland, FL 33803	CF CM	925	NA	
91-1641772					

Total Subcontract/Supplier Utilization \$ _____

Total SLBE Utilization \$ _____

Total WMBE Utilization \$ _____

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

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: Dana Tallman, PE, BCEE Vice President Date: October 3, 2014

MBD 20 rev. 02/01/13

Note: Detailed Instructions for completing this form are on the next page.