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RESOLUTION NO. 2017-1046

**A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$1,153,847 BETWEEN THE CITY OF TAMPA AND KIMMINS CONTRACTING CORP. IN CONNECTION WITH CONTRACT 17-C-00038; HARBOUR ISLAND FORCE MAIN REPLACEMENT – DESIGN-BUILD PROJECT; 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, as applicable, the City of Tampa (City) selected Kimmins Contracting Corp., as (Firm) to provide professional services in connection with Contract 17-C-00038; Harbour Island Force Main Replacement – Design-Build, (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 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:**

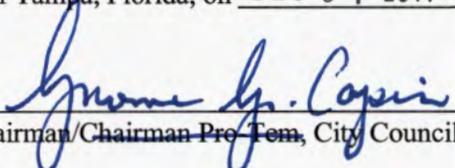
**Section 1.** That the Agreement between the City of Tampa and Kimmins Contracting Corp., in connection with Contract 17-C-00038; Harbour Island Force Main Replacement – Design-Build as detailed in said Agreement, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in substantially similar form.

**Section 2.** 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.** This will provide \$1,153,847 for the Harbour Island Force Main Replacement – Design-Build project for use by 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 DEC 07 2017

  
Chairman/Chairman Pro Tem, City Council

ATTEST:

  
City Clerk/Deputy City Clerk

Approved as to Legal Sufficiency by  
Rachel S. Peterkin, Assistant City Attorney

4/2017-30

## AGREEMENT FOR DESIGN-BUILD INITIAL SERVICES

THIS AGREEMENT, made and entered into at Tampa, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Tampa, a municipal corporation of the State of Florida, hereinafter referred to as "City", and the following entity authorized to do business in the State of Florida: **Kimmins Contracting Corp.** a/an **Florida** corporation, hereinafter referred to as "Firm", with an FIEN of **16-0810270**.

### WITNESSETH:

**WHEREAS**, the City desires to engage the Firm to perform certain services pertinent to such work which shall be referred to as Contract 17-C-00038: Harbour Island Force Main Replacement - Design-Build "Project" in accordance with this Agreement; and

**WHEREAS**, the Firm desires to provide such services in accordance with this Agreement.

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

#### **I. GENERAL SCOPE OF THIS AGREEMENT**

A. The relationship of the Firm to the City shall be that of an independent professional Design-Builder for the Project; and the Firm shall provide the pre-Design-Build services required under this Agreement in accordance with acceptable architectural/engineering/construction practices and ethical standards.

B. Any additional services to be provided by the Firm shall be set out in detail by subsequent Agreement.

C. The Guaranteed Maximum Price proposal to be prepared and provided by the Firm in accordance with this Agreement shall be used as a basis for negotiating the future Agreement for Construction Services. A Construction Fee not to exceed Seven and a half percent (7.5%) shall be used in the calculation of the Total Project Cost.

D. 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.

B. Ground topography.

#### **III. PERIOD OF SERVICE**

A. The Firm shall begin work promptly after receipt of a fully executed copy of the Agreement. All work shall be completed within twelve months after issuance of the Notice to Proceed.

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

#### **IV. GENERAL CONSIDERATIONS**

A. All original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the Firm's services under this Agreement shall become and remain the property of the City upon receipt of payment by the Firm from the City for services rendered in connection with the

preparation of said sketches, tracings, etc. Where such documents are required to be filed with governmental agencies, the Firm will furnish copies to the City upon request.

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

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

**V. COMPENSATION**

The City shall compensate the Firm for the pre-Design-Build services performed under this Agreement in the amount of \$1,153,847 in accordance with **Exhibit B**.

**VI. PAYMENT**

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

**VII. RECORDS**

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

With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection, or copying purposes 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. Firm will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The City's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state or federal. Firm shall retain all records and supporting documentation applicable to this Agreement for five (5) years from the date of submission of the annual performance report to HUD. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

**VIII. PERSONNEL**

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

**IX. SUSPENSION, CANCELLATION OR ABANDONMENT**

Suspension, cancellation or abandonment of this Agreement shall be necessitated if any of the following occur: disclosure of City confidential information, procedures or activities; failure of the Firm to aggressively,

adequately, timely and appropriately perform the services required by this Agreement to the satisfaction of the City, or other similar cause.

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

Upon suspension, cancellation or abandonment of the Project by the City, the Firm shall immediately cease work, deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the Firm's services under this Agreement, and shall be compensated for its services rendered up to the time of such suspension, cancellation or abandonment on a quantum meruit basis; and the City shall have no further financial obligation to the Firm.

## **X. TERMINATION**

### **A. Termination for Cause.**

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

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

### **B. Termination for Convenience.**

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

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

**XI. INSURANCE**

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

**XII. INTERESTS OF MEMBERS OF THE CITY**

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

**XIII. INTEREST OF THE FIRM**

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

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

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

**XIV. COMPLIANCE WITH LAWS**

A. The Firm shall comply with the applicable requirements of State laws and all 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 Firm agree that the provisions of 40 CFR, Part 35, Appendix C-1, shall become a part of this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement for work performed.

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

D. The Firm shall assist the City in complying with all applicable terms and conditions of the government grants under Title XIII, Subchapter C, Part I of the Omnibus Budget Reconciliation Act of 1993 (26 U.S.C. 1391, et seq.) and under Title I of the Housing and Community Development Act of 1974 (PL 93-383), 24 CFR Part 570 et seq.

E. The Firm agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standard insofar as those acts apply to the performance of this Agreement.

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

**XV. ASSIGNABILITY**

The Firm 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 Firm from the City under this Agreement may be assigned to a bank or other financial institution or to a Trustee in Bankruptcy. Notice of any such assignment shall be furnished promptly to the City.

**XVI. EQUAL EMPLOYMENT**

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

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

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

**XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM**

A. See **Exhibit D** for Tampa's Equal Business Opportunity Program Procedures.

B. The Firm shall demonstrate good faith effort toward the utilization of City of Tampa Certified Women/Minority Business subcontractors, subFirms or suppliers.

C. The City shall make available a list of Certified Women/Minority Enterprises.

D. The Firm shall report to the City its subcontractors/subFirms/suppliers solicited or utilized as required by **Exhibit D**.

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

**XVIII. CODE OF ETHICS**

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

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

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

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

**XX. SEVERABILITY**

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

**XXI. CHOICE OF LAW**

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

**XXII. DESIGNATION OF FORUM**

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

**XXIII. AUTHORIZATION**

Each party represents to the other that such has authority under all applicable laws to enter into an agreement containing each covenants and provisions as are contained herein, that all of the procedural requirements imposed by law upon each part 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**

Indemnity. "To the fullest extent permitted by law, Firm shall indemnify and hold harmless City from liabilities, damages, losses and costs, including reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Firm and persons employed or utilized by Firm in its performance hereunder." The Firm shall not be required to defend, indemnify or hold harmless the City for any acts, omissions, or negligence of the City, the City's employees, agents, or separate contractors.

**XXVI. ESTOPPEL/WAIVER**

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

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

**XXVII. AUDIT REQUIREMENTS.**

In the event, that during the period of this Agreement, the Firm expends more than \$750,000.00 in federal funds in an operating year from this and other federal grants, the Firm shall, at its own cost and expense, cause to be carried out an independent audit. The audit shall be completed and a copy furnished to the City, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period, unless a longer period is agreed to in advance by the City. For purposes of this Agreement, an operating and/or audit year is the equivalent to the Firm's fiscal year. The determination of when Grant Funds are expended is based on when the activity related to the expenditure occurs.

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

If expenditure does not exceed \$750,000.00 during an operating year, the Firm shall provide the City with its annual financial statement within ninety (90) days of the end of its operating year. Said financial statement shall be prepared by an actively licensed certified public accountant.

State Single Audit: Each nonstate entity shall comply with all applicable requirements of section 215.97, F.S., and Audit Requirements. A State single audit is required if an nonstate entity expends \$500,000 or more of State financial assistance in any fiscal year of such nonstate entity in accordance with the requirements of the Florida Single Audit Act.

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

**XXIX. BUDGET APPROPRIATIONS**

The City is subject to Section 1666.241, Florida Statutes, and is not authorized to contract for expenditures in any fiscal year except in pursuance of budgeted appropriates. With respect to this Agreement, the City has budgeted and appropriated sufficient monies to fund the City's obligations under this Agreement. The obligations of the City hereunder shall not constitute a general indebtedness of the City within the meaning of the Florida Constitution.

**XXX.     SCRUTINIZED COMPANIES**

Section 287.135, Florida Statutes, prohibits agencies or local governmental entities from contracting with companies for goods or services of \$1,000,000 or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, (effective October 1, 2016), or is engaged in a boycott of Israel (effective October 1, 2016), or is engaged in business operations in Cuba or Syria. A company that is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, (effective October 1, 2016) or is engaged in a boycott of Israel (effective October 1, 2016) or is engaged in business operations in Cuba or Syria is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1,000,000 or more. FIRM certifies that it is not in violation of Section 287.135, Florida Statutes. For contracts \$1,000,000 and greater, if the City determines the FIRM submitted a false certification under Section 287.135(5) of the Florida Statutes, or has been placed on the Scrutinized Companies Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, (effective October 1, 2016), or is engaged in a boycott of Israel (effective October 1, 2016), or been engaged in business operations in Cuba or Syria, the City shall either terminate this Agreement after it has given the FIRM notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

**XXXI.    PUBLIC RECORDS**

A.       Exempt Plans. FIRM pursuant to this Agreement (and as part of the solicitation process that resulted in award of this Agreement) may hold, come into possession of, and/or generate certain building plans, blueprints, schematic drawings, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, facility, or other structure owned or operated by the City or an agency (singularly or collectively "Exempt Plans"), which pursuant to Section 119.071(3), Florida Statutes, are exempt from Section 119.07(1), Florida Statutes and Section 24(a), Art. I of the Florida State Constitution. FIRM certifies it has read and is familiar the exemptions and obligations of Section 119.071(3), Florida Statutes; further that FIRM is and shall remain in compliance with same, including without limitation maintaining the exempt status of such Exempt Plans, for so long as any Exempt Plans are held by or otherwise in its possession. This section shall survive the expiration of earlier termination of this Agreement.

B.       Data Collection. Pursuant to Section 119.071(5)(a)2a, Florida Statutes, social security numbers shall only be collected from FIRM by the CITY should such number be needed for identification, verification, and/or tax reporting purposes. To the extent FIRM collects an individual's social security number in the course of acting on behalf of the CITY pursuant to the terms and conditions this Agreement, FIRM shall follow the requirements of Florida's Public Records Law.

C.       Access. The City of Tampa is a public agency subject to Chapter 119, Florida Statutes. In accordance with Florida Statutes, 119.0701, FIRM agrees to comply with Florida's Public Records Law, including the following:

1.       FIRM shall keep and maintain public records required by the CITY to perform the services under this Agreement;
2.       Upon request by the CITY, provide the CITY with copies of the requested records, having redacted records in total on in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the CITY) on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3.       Ensure that records, in part or in total, that are exempt or that are confidential and exempt from disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion (or earlier termination) of the Agreement if FIRM does not transfer the records to the CITY;
4.       Upon completion (or earlier termination) of the Agreement, FIRM shall within 30 days after such event either transfer to the CITY, at no cost, all public records in possession of the FIRM or keep and maintain the

public records in compliance with Chapter 119, Florida Statutes. If FIRM transfers all public records to the CITY upon completion (or earlier termination) of the Agreement, FIRM shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon completion (or earlier termination) of the Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the agency.

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

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

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

**KIMMINS CONTRACTING CORP.**

CITY OF TAMPA, FLORIDA

By: \_\_\_\_\_  
John Zemina /Vice President  
Authorized Officer or Individual

By: \_\_\_\_\_  
Bob Buckhorn, Mayor (SEAL)

ATTEST:

By: \_\_\_\_\_  
Shirley Foxx-Knowles, City Clerk

Approved as to Legal Sufficiency and authorized  
by Resolution No. 201\_\_ - \_\_\_\_.

\_\_\_\_\_  
Rachel S. Peterkin, Assistant City Attorney

## EXHIBIT A

### 17-C-00038: Harbour Island Force Main Replacement Design-Build

#### Design-Build Initial Services

November 10, 2017

#### Background and Description of Project

The Harbour Island Force Main was placed in service in 1951. It is a vital part of the City of Tampa (CITY) West River Intercepting System. The pipeline is 48 and 54-inches in diameter, except for a short segment of 36-inch pipe just outside the Krause pump station. The force main is 11,135 feet long, and was constructed using reinforced concrete pressure pipe. The force main conveys wastewater from the Krause Street Pumping Station in Downtown Tampa to the Howard F. Curren Advanced Wastewater Treatment Plant (HFC AWTP) on Hookers Point. The force main includes an aerial crossing of Garrison Channel and a subaqueous crossing of Sparkman Channel. Three segments of the original force main have been relocated and replaced with newer prestressed concrete cylinder pipe (PCCP). Recently a portion of one of the relocations performed 33 years ago on the Franklin Street Bridge was replaced with stainless steel pipe and the Krause Pumping station was renovated. In addition, a small portion of the discharge end of the force main was re-routed from the screen and grit building to Junction Chamber No. 1 in 1976.

Dense development on Harbour Island has rendered much of the existing 1951 pipe inaccessible for significant maintenance activities. Erosion along Sparkman Channel has exposed some of the pipe intended to be buried. Challenges maintaining air release valves have increased concern over the condition of the crown of portions of the 67 year old pipe. The condition of the steel joint rings is unknown. Comprehensive condition assessment would require the critical pipeline be removed from service which is not feasible. The goal of this effort is to replace the existing force main with modern pipe materials in more accessible corridors; however, identification of alternatives shall not exclude rehabilitation of certain strategic portions of the existing force main.

As the design-builder under the Agreement, Kimmins Contracting Corp. (FIRM) has full responsibility for the design, construction, and delivery of the complete replacement of the Harbour Island Force Main located between the intersection of Knights Run Avenue & Harbour Place Drive and the Howard F. Curren Advanced Wastewater Treatment Plant, including without limitation route study, final design, easement acquisition, permitting, public outreach, and project management. Services shall also include, but not limited to, engineering investigations, site planning, cost estimating, advertising and administration of subcontracts, start-up, O&M manuals, training, and all related work required for a complete project, commonly known as 17-C-00038; Harbour Island Force Main Replacement Design Build (PROJECT); nothing in the Agreement or herein shall be deemed or interpreted as waiving, modifying, or amending such responsibility.

This Design-Build Initial scope of services comprises preliminary engineering services and investigations necessary to select the preferred alternative for subsequent design of the PROJECT.

The Tasks described in this Scope of Services include project coordination and management, preliminary field pipework and surveying, geotechnical engineering, public outreach, preliminary easement and/or property acquisition, pipeline replacement alternatives evaluation, and project scheduling.

## EXHIBIT A

### Subcontractors and Key Personnel

The parties acknowledge that FIRM was selected, in part, on the basis of qualifications of particular those subcontractor(s)/subconsultant(s) or team members (Key Sub) and employees (Key Personnel) of FIRM or a Key Sub as identified in FIRM's response to the City's solicitation and below. FIRM shall ensure that Key Personnel are available for services hereunder as long as such Key Personnel are in the employ of FIRM or Key Sub, as applicable. FIRM shall not add or change any Key Sub or Key Personnel without the City's prior written approval made in response to a written request from FIRM stating the reasons for any proposed substitution or addition and providing such information as the City requires to determine the suitability of the individual or entity being proposed. The City will act reasonably in evaluating same; provided, however the City's acceptance shall not constitute any responsibility or liability for such individual or entity's ability to perform.

#### Key Personnel:

- John Zemina, Project Executive
- Tom Worischek, Safety Manager
- Fred "Buz" Molennor, General Superintendent
- Joe Lazzarro, QA/QC

#### Key Subs:

- Greeley and Hansen LLC – Lead Design Consultant Key Subs (continued):
- Vistra Communications, LLC. – Public Involvement/Information
- MC Squared, Inc. – geotechnical engineering
- Suncoast Land Surveying, Inc. – survey and subsurface utility engineering
- Brierley Associates – trenchless construction specialists
- Independence Acquisitions & Appraisals, LLC – land acquisition agent
- Nichols Landscape Architecture, Inc. – landscape architecture
- MOT Plans – Maintenance of Traffic
- Earth Resources, Inc. – environmental sciences consultant
- Strategist Project Support Services, LLC – for strategies for encouraging women/minority business enterprise (W/MBE) participation in the PROJECT.

### TASK 1.0 – Project Coordination and Management

#### 1.1 Internal Coordination

The FIRM shall coordinate, manage and monitor its personnel and conduct quality control reviews of the various deliverables. In-house project team meetings shall be conducted as required for the PROJECT.

#### 1.2 Coordination of Sub-consultants

The FIRM shall coordinate, manage, monitor and review the services of its sub-consultants. Meetings with the sub-consultants shall be held as required for the PROJECT.

#### 1.3 Kickoff and Progress Meetings

Kickoff Meeting and three Progress Meetings shall be scheduled to update the CITY on PROJECT progress and solicit input on the general direction of developments. Minutes shall be prepared and distributed for the progress meetings.

Task 1 Deliverables: PROJECT progress meeting minutes (3).

## EXHIBIT A

### TASK 2.0 – Preliminary Field Pipework and Surveying

#### 2.1 Data Collection and Review

The CITY will furnish to the FIRM, to the extent readily available, the following information:

1. Copies of plans for CITY-owned utilities including sanitary and storm sewers, water mains, and force mains in the roadways, rights-of-ways and easement corridors on Harbour Island and on Hooker's Point in an area bounded on the east by Maritime Boulevard, bounded on the north by an east-west line 500 feet north of the intersection of McCloskey Boulevard and Maritime Boulevard, bounded on the south by HFC AWTP and bounded on the east by Sparkman Channel.
2. Easement and Right of Way information associated with the public and private roads on Harbour Island.
3. Record drawings for HFC AWTP Junction Chamber No. 1 initial construction circa 1976.
4. Site development plans for properties on Harbor Island.
5. Information on geotechnical investigations made for City owned facilities listed in items numbers 1, 2 and 4 above
6. Record drawings for the Convention Center Pipeline Relocations project showing information related to the location of the air release assembly on the Harbour Island Force Main near the intersection of Franklin Street and the south boundary of the Selman Expressway.

The FIRM shall perform a Sunshine One-Call design ticket to identify all involved utility owners/agencies and follow up with a certified mail-out to request all other available utility information required for the PROJECT and review these data along with the CITY-furnished information with respect to their effect on the proposed alternatives design and construction.

#### 2.2 Field Pipework

The FIRM shall excavate a paved-over existing air release assembly located on the Harbour Island Force main near the intersection of Franklin Street and the south boundary of the Selmon Expressway. The existing air release valve shall be recovered, made operable and re-established with meter box(s) convenient for future access. FIRM shall also test the 54-inch PCCP wall and crown with a sonic thickness and condition assessment testing device. Consideration shall also be given to identify a suitable location for the possible addition of a surge suppression facility. Proposed site work will require maintenance of traffic and full surface restoration. FIRM shall prepare a brief specification for the site work and restoration as well as a record drawing sketch to document the assembly components and locations.

The FIRM shall review record drawings and determine a good location where the existing 54-inch diameter prestressed concrete cylinder pipe can be hot tapped near the intersection of Knights Avenue and Harbour Place Drive. FIRM shall excavate the force main to expose it and test the 54-inch PCCP wall and crown with a sonic thickness and condition assessment testing device. The intent of the test is to confirm that the pipe cylinder has not been breached by crown corrosion from accumulated gases making the location unsuitable for tapping. FIRM will also measure the outside diameter of the 54-inch PCCP so the tapping sleeve can be ordered subsequently without additional field work. Proposed site work will require maintenance of traffic and full surface restoration. FIRM shall prepare a brief specification for the site work and restoration. The findings shall be summarized in the alternatives evaluation memorandum.

## EXHIBIT A

### 2.3 Preliminary Surveying and Subsurface Utility Engineering (SUE)

The FIRM shall set project survey control, locate proposed easement boundaries, locate certain route characteristics or obstacles and perform up to 12 SUE locates to verify vertical and horizontal location of existing utilities that the proposed new force main will cross or parallel. FIRM shall also review parent parcel title searches to ascertain whether existing easements or other types of encumbrances are present that may affect the suitability of the proposed easement for the force main routing purpose.

Once the pipe route is determined and agreed upon, by the City in writing, additional survey shall be performed under Task 2.4 to support design.

### 2.4 Design Support Surveying

After pipe route selection is determined and agreed upon, the FIRM shall:

- Establish a recoverable survey baseline with reference points set every 500 feet.
- Establish temporary benchmarks every 300 feet.
- Provide a topographic route survey including location of all visible improvements and performance of elevation survey cross sections at 50-foot intervals.
- Storm and sanitary sewer structure surveys shall include a rim elevation, invert elevations, pipe sizes and pipe material types. Connecting structures shall be located and the same information collected. The survey width shall be from right-of-way boundary to right-of-way boundary on Harbour Island and 80 feet wide on proposed easements and Hookers Point. Additional elevations shall be extended 100 feet wide on a 20-foot grid for the existing retention pond on Harbour Island, including pond bathymetry.
- Provide a bathymetric profile across Sparkman Channel with elevations every 20 feet plus grade breaks.
- Provide up to 24 SUE locates with verification of vertical and horizontal location as well as opinions on pipe material and approximate size.
- Provide survey in accordance with CITY survey standards.
- Prepare a Digital Terrain Model (DTM).
- Provide up to 5 legal descriptions and acquisition sketches for proposed easements including sovereign submerged land easements. At this time 5 easements appear sufficient for the PROJECT.

Task 2 Deliverables: Copies of utility mail-out letters, brief work site specification (2), record sketch (1), SUE data list and all deliverables described in Task 2.4 above.

## TASK 3.0 – Geotechnical Engineering

### 3.1 Review of Previous Geotechnical Investigations

The FIRM shall obtain and review the soil boring reports for various other projects along the route corridors including the 1984 Harbour Island Force Main Relocation, 1984 Tampa Ship Yards Relocation, HFC AWTP Junction Chamber No. 1, East Tampa Force Main and other geotechnical data discovered to ascertain any useful information.

## EXHIBIT A

### 3.2 New Geotechnical Investigations

The FIRM shall drill two, land based 80-foot deep soil borings on each side of the Sparkman Channel near where the existing Harbour Island Force Main crosses; two water based 80-foot deep soil borings on each side of Sparkman Channel at a proposed new crossing location approximately 2,500 feet north of the existing crossing; and two 30-foot deep soil borings located in Knights Avenue and near a retention pond along Beneficial Drive. These investigations are not anticipated to be sufficient to support design.

The above described soil borings will require acquisition of permits from Port Tampa Bay as well as the FDEP and the U.S. Corps of Engineers including coordination with the Coast Guard. The FIRM shall provide preparation of permitting applications with exhibits and arrange and attend permitting coordination meetings. The FIRM shall pay permit application fees for soil boring permits.

### 3.3 Review of Potential Contaminated Materials

FIRM shall perform a desktop (internet) review of known potential contaminated materials and prepare a brief summary of discoveries along the PROJECT corridors that may affect construction. This review may not be sufficient to support design.

### 3.4 Geotechnical Engineering Report

FIRM shall summarize the above findings in a geotechnical engineering report.

Task 3 Deliverables: Geotechnical engineering report (hard copies (2) and Adobe Acrobat (pdf)), permit applications and copies of approved permits.

## **TASK 4.0 – Public Involvement/Public Information Outreach**

FIRM shall perform public involvement/public information with the intent of gaining consensus on the PROJECT by interested parties. FIRM shall prepare a Comprehensive Public Involvement plan, known as a Community Awareness Plan (CAP) that shall encompass all the activities anticipated in the planning, design and construction phases. The CAP shall become a key part of the project approach as it outlines the public involvement/public information (PI) services from preliminary engineering through construction. There are seven (7) impacted homeowner's associations (HOAs) in the project area. FIRM shall coordinate communications through these HOAs to the affected property owners.

- 4.1 FIRM shall participate in a PROJECT kick-off and planning meeting with the PROJECT team leaders from Vistra Communications, LLC, Greeley and Hansen LLC and representatives from the CITY.
- 4.2 Develop a CAP that shall include strategies and tactics to engage and educate key stakeholders and the public on the various project components. The strategies and tactics outlined shall be used throughout the PROJECT.
- 4.3 Develop a comprehensive stakeholder database that includes the specific names and contact information for the stakeholder groups outlined above. Stakeholders include, but are not limited to HOAs, small businesses, government organizations, regulators, fire departments, and city departments. FIRM shall update this database as needed.
- 4.4 Create, periodically update and maintain a project website and social media sites linked to the project website.

## EXHIBIT A

- 4.5 Establish, operate and maintain a 24/7 project phone hotline for stakeholders and general public to express ideas and voice concerns.
- 4.6 Create, distribute to the public and display on the website a "Frequently Asked Questions" (FAQ) sheet.
- 4.7 Create, distribute to the public and display on the website a "Project Fact Sheet".
- 4.8 Create and distribute "quick fact cards" to affected properties and any interested stakeholders.
- 4.9 Develop a "Notification Letter" to all interested stakeholders and affected property owners in the project area.
- 4.10 Develop and maintain a project area map and associated database with property owner information.
- 4.11 Conduct two workshops; the first to introduce the PROJECT, disseminate alternatives and collect information as well as document concerns. Once the best alternative is identified, a second workshop shall disseminate the final route and the schedule, from design through construction.
- 4.12 Print and mail approved Notification Letters to affected property owners prior to field work commencement.
- 4.13 Attend 14 stakeholder meetings; 2 with each with the seven (7) HOAs.
- 4.14 Provide and disseminate traffic plans and detours through all established communications channels for the PROJECT as they affect current traffic patterns.
- 4.15 FIRM shall gain CITY approval of all PI information before it is distributed or posted on the website.

Task 4 Deliverables: CAP, website, phone hotline, FAQ sheet, project fact sheet, quick fact cards, notification letter, and workshop invitations.

### **TASK 5.0 – Preliminary Easement Acquisition**

- 5.1 The FIRM shall 1) identify and configure proposed easements for the developed alternative routes including acquisition of title searches on the 5 parent parcels where easement acquisition is being considered; 2) Prepare preliminary appraisals of proposed easements; 3) Meet with land owners to discuss the possibility of easement acquisition to acquire feedback; 4) Prepare sketches of the potential easements.

Once the pipe route is determined and agreed upon easement acquisition services in coordination with the CITY's Real Estate Division will be developed further through an amendment to this scope of services.

Task 5 Deliverables: Title searches (5), preliminary appraisals (5), and sketches of potential easements (5).

### **Task 6.0 – Pipeline Replacement Alternatives Evaluation**

- 6.1 Develop Alternatives

The FIRM shall identify at least 6 pipeline route alternatives and develop 3 of them for further evaluation. Prepare a memorandum exhibit showing all of the identified pipeline route alternatives and individual memorandum exhibits for each developed alternative pipeline route showing property requirements (acquisitions/easements), special crossings, major utility crossings, potential maintenance of traffic concepts, potentially impacted environmental features, critical access corridors, points of connection, interconnecting force mains, and other significant features along the routes.

## EXHIBIT A

The FIRM shall perform field reconnaissance of the developed pipeline routes and engage the sub-consultants to do the same. Team meetings shall be held to gather information on the routes. Topics discussed shall include wastewater flow management, public inconvenience, staging and room for open cut trench pipeline construction, potential location for surge suppression facilities, tree and landscape concerns and concepts, environmental assessments and regulatory concerns, staging and room for equipment for special crossings, traffic, and observed stakeholder activities.

FIRM shall review utility data collected and identify sites for the initial 12 SUE locates and direct preliminary surveying needs associated with establishing controls and locating property corner evidence related to proposed easements. Task 6.1 shall conclude after presenting the developed alternatives to the public in Workshop No. 1. The scope includes preparation of exhibits and other presentation materials for the workshops.

### 6.2 Permitting Pre-Applications

The FIRM shall meet or conference with the following agencies:

- Port Tampa Bay – Environmental, operations(traffic) and real property departments
- U.S. Army Corps of Engineers – Environmental and navigation
- U.S. Coast Guard – Navigation coordination
- FDEP – Environmental resource permitting and construction site runoff

FIRM shall prepare minutes for each agency and summarize the meeting outcomes in the alternatives evaluation memorandum.

### 6.3 Evaluate Trenchless Technologies

The FIRM shall meet or conference with at least two Horizontal Directional Drilling (HDD) contractors and at least two Micro Tunneling (MT) contractors experienced in performing projects similar to the crossing of Sparkman Channel in this pipe size range to discuss constructability concerns and suggested techniques. FIRM shall prepare minutes for each contractor meeting or conference and summarize the meeting outcomes in the alternatives evaluation memorandum.

FIRM shall review available geotechnical information and provide recommendations regarding the preliminary geotechnical investigation program. Using information from the preliminary geotechnical investigation program and relevant project alignment information assess alternatives for crossing Sparkman Channel as a means to install the new sanitary force main. These alternatives include HDD and MT. Currently, it is assumed the MT construction would necessitate the use of two 65-ft deep shafts (Launching and Receiving). A desktop geotechnical study consisting of historic construction projects proximal to the alignment and USGS data maps and similar shall be used to initiate an understanding of ground conditions and ground behavior. An understanding of the subsurface conditions at the preliminary design level shall be used to evaluate potential risks and construction methods as they relate shaft construction and tunneling methods. Similar information shall be evaluated for the HDD alternative in addition to confining pressures and associated hole stability particularly under the channel where the potential exists for soft soils. FIRM shall provide recommendations with respect to construction layout and sequencing. Additionally FIRM shall assist the CITY with meetings involving shareholders and regulatory agencies. FIRM shall prepare a Geotechnical Data Report (GDR).

## EXHIBIT A

Develop Alternative Profiles and alignments pertaining to construction method:

- Assess potential construction limits,
- Evaluate site access and logistics,
- Review alternatives with the CITY and third party shareholders and regulatory agencies,
- Establish design criteria,
- Develop preliminary construction sequence,
- Develop preliminary calculations for load cases associated with temporary shaft support shaft including ground modification,
- Develop preliminary calculations for load cases associated with force main pipe installation stresses and long term loads,
- Provide pipe material matrix and recommend alternatives for HDD and Microtunneling,
- Prepare preliminary construction cost estimate.
- Prepare GDR.

### 6.4 Evaluate Developed Alternatives

FIRM shall compare alternatives based on estimated construction costs, hydraulics, construction complexities, safety, long range planning, environmental impacts, public inconvenience, results of pipeline condition assessment testing, SUE, special crossings, public input, regulatory permitting requirements, operation and maintenance accessibility, required property acquisition, potential scheduled construction duration and other pertinent factors.

### 6.5 Alternative Pipe Materials Recommendations

The FIRM shall make recommendations on pipe materials including wall thickness (pressure class), lining, corrosion protection, and appropriate joints for use on each of the proposed open cut trench piping and the proposed trenchless special crossings.

### 6.6 Alternative Evaluations Memorandum

Once the preferred alternative is identified, it will be presented to the public at Workshop No. 2. Assuming a reasonable response from the public, the FIRM shall summarize and document the alternatives evaluation in a memorandum that includes a recommendation for replacement/rehabilitation for the PROJECT including a detailed schedule in Microsoft Project® for completion of design as well as estimated construction activities.

Memorandum shall include preliminary hydraulics, proposed property requirements, maintenance of traffic concept plan, preliminary tree and landscape plan, detailed description on connections, details on special crossings including layouts, shafts, pipe stringing, estimated construction cost, schedule and other pertinent details, required permit applications and fees, recommendations for additional geotechnical investigations.

**Task 6 Deliverables:** Exhibit of all potential routes alternatives, exhibit of three routes for further evaluation, detailed alternative route exhibits, minutes and summary of meetings/conference with regulatory agencies, minutes and summary of meetings/conference with specialty contractors, Geotechnical Data Report (3 hard copies & 1 pdf file), Alternatives Evaluation Memorandum (3 hard copies & 1 pdf file) and project schedule (3 hard copies & 1 pdf file)

END OF SCOPE OF SERVICES

EXHIBIT B

17-C-0038: HARBOUR ISLAND FORCE MAIN REPLACEMENT, DESIGN-BUILD

DESIGN-BUILD INITIAL SERVICES FEE

Kimmins Contracting Corporation  
November 10, 2017

No.	Description	Estimated Labor Hours										Totals	Estimated Costs (\$)		
		Principal In Charge	Project Manager	Senior Prof. Eng.	Prof. Engineer	Engineer Intern	Senior CADD Tech.	Admin. Asst.	Fee for Labor	Other Direct	Total Fee				
<b>1.0 Project Coordination &amp; Management</b>															
1.1	Internal Coordination	12	28	18	18	18	10	6	110	18,054	1	163,543	181,597		
1.2	Coordination of Sub-Consultants	8	36	24	12	12	6	2	100	17,602	11	25,500	43,102		
1.3	Kickoff & Progress Meetings (3) & Minutes	8	8	8	8	12	4	2	42	6,019			6,019		
		20	72	50	38	42	20	10	252	41,675		189,043	230,718		
<b>2.0 Preliminary Field Pipework &amp; Surveying</b>															
2.1	Data Collection & Review	6	24	20	24	16	8	4	102	16,207		89,500	105,707		
2.2a	Field Pipework ARV Site	2	12	12	8	8	8	2	52	8,067	1	2,600	10,667		
2.2b	Field Pipework Tapping Site	2	12	8	4	4	8	1	39	6,330	1	75,000	81,330		
2.3	Preliminary Surveying and SUE	16	12	6	6	6	4	1	45	7,456	2	43,640	51,096		
2.4	Design Services Route Surveying	4	4	4	4	8	6	18	297	2,297	2	122,330	124,627		
		10	68	52	42	42	34	8	256	40,357		333,070	373,427		
<b>3.0 Geotechnical Engineering</b>															
3.1	Review of Previous Geo. Investigations	2	12	8	4	4	4	1	27	5,116	3	8,320	13,436		
3.2	New Geotechnical Investigations	4	12	8	4	4	4	1	29	5,622	3	74,550	80,172		
3.2a	Permit Application Fees								-	-	12	1,500	1,500		
3.3	Review of Potential Contaminated Materials	1	8	4	4	4	4	17	2,929	3	8,510	11,439			
		7	32	16	12	4	0	2	73	13,667		92,880	106,547		
<b>4.0 Public Involvement/Public Information</b>															
4.1	Planning Meeting	4	4	2	2	1	1	9	1,498	4	39,484	40,983			
4.2	Develop CAP	1	4	2	2	2	8	11	1,938	4	47,491	49,429			
4.3	Stakeholder Database	2	2	2	2	2	2	4	779			779			
4.4	Project Website & Social Media Sites	2	2	2	2	2	2	4	779	4	5,346	6,125			
4.6	Frequently Ask Questions	4	4	2	2	2	2	8	1,476			1,476			
4.7	Project Fact Sheet	4	4	2	2	2	2	8	1,476			1,476			
4.8	Quick Fact Cards	4	4	2	2	2	2	8	1,476			1,476			
4.9	Notification Letters	2	2	2	2	2	2	2	433			433			
4.10	Property Owners Map/Database	12	6	8	8	8	16	1	7,222	4	14,236	21,458			
4.11	Two Public Workshops	4	4	4	4	4	8	1	3,401	7	4,730	8,131			
4.12	Prepare Graphics	2	2	2	2	2	2	8	1,044			1,044			
4.13	Construction Notice Letters	14	14	16	14	14	24	2	84	11,620	4	59,394	71,014		
4.14	Stakeholder Meetings (14)	4	4	2	2	2	2	10	1,684			1,684			
	Traffic Plans & Detours 90% Submittal	1	62	40	44	31	48	4	230	34,827		170,661	205,508		
<b>5.0 Preliminary Easement Acquisition</b>															
5.1a	Assist in ID & Configuration of Proposed Easements	2	12	8	8	8	16	2	56	8,173	5	2,730	10,903		
5.1b	Titles Searches (5)	4	4	5	5	2	2	22	3,899	5	2,340	6,239			
5.1c	Preliminary Appraisals (5)	4	4	4	4	4	4	8	1,558	5	2,730	4,288			
5.1d	Meetings with Landowners (5)	15	10	2	2	2	2	1	30	5,549	5	2,730	8,279		
5.1e	Sketches of Potential Easements	4	4	4	4	4	4	20	36	4,501		4,501			
		2	45	31	19	16	36	3	152	23,680		10,530	34,210		

EXHIBIT B

17-C-0038: HARBOUR ISLAND FORCE MAIN REPLACEMENT, DESIGN-BUILD

DESIGN-BUILD INITIAL SERVICES FEE

Kimmins Contracting Corporation  
November 10, 2017

No.	Description	Principal In Charge	Project Manager	Estimated Labor Hours					Totals	Admin. Asst.	Fee for Labor	Estimated Costs (\$)	
				Senior Prof. Eng.	Engineer	Intern	Senior CADD Tech.	Other Direct Ref.				Fee	Total Fee
6.0	Pipeline Replacement Alternatives Evaluation												
6.1a	Identification of 6 Alternatives & Exhibit	4	8	8	8	8	8	2	46	7,015		7,015	
6.1b	Development of 3 Alternatives & Exhibits	2	30	18	24	24	40	2	140	19,977		19,977	
6.1c	Field Reconnaissance & Meetings		12	12	12				36	6,263	8	13,410	
											7	14,180	
6.1d	Identify Surveying & SUE needs		8	8	6	6	4	1	33	5,032		5,032	
6.2	Permitting Pre-applications (4) & Minutes		12	12	12			2	38	6,459		6,459	
6.3a	Evaluate Trenchless Technologies		12	8	8			1	29	5,139		5,139	
6.3b	Develop Trenchless Crossing Plans/Concepts		8	8	8			24	4	4,175	6	57,750	
6.4	Evaluate Developed Alternatives		20	24	24	40	36	2	150	20,824	9	8,400	
6.5	Alternative Peak Minutes Recommendations		4	4	4				12	2,088		2,088	
6.6a	Alternative Evaluations Memorandum		40	20	20	40	40	4	184	23,313		23,313	
6.6b	Project Schedule for Design and Construction		18	18	12			52	9,612			9,612	
		14	172	140	136	118	128	14	724	109,697		93,740	
		54	451	329	293	253	266	41	1,687	263,903		889,944	
	<b>Totals</b>												<b>1,153,847</b>

References:

1. Kimmins
2. Suncoast Land Surveying, Inc.
3. MC Squared, Inc. - Geotechnical Engineering
4. Vista Communications - Public Involvement/Information
5. Independent Acquisitions & Appraisals LLC
6. Brierley & Associates - Trenchless Specialists
7. Nichols Landscape Architecture
8. Earth Resources, Environmental Sciences
9. MOT Plans - Maintenance of Traffic
10. Testing Equipment
11. W/MBE Strategist: Project Support Services, LLC
12. Permit Application Fees
13. Greeley and Hansen

LEAD DESIGN ENGINEER BILLING RATES (\$/hr.)

Billing Rates (maximum)	253	216	173	132	104	100	98
Hourly Rates	80.32	68.68	55.00	42.00	33.02	31.70	31.20
Multiplier	3.15						

COMPENSATION

Firm's total compensation under this Agreement is established as the lump sum amount of \$1,153,847.00.

## CITY OF TAMPA INSURANCE REQUIREMENTS

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

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

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

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

A. Commercial General Liability (CGL) Insurance on the most current Insurance Services Office (ISO) Form CG 00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily, personal and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and completed operations liability coverage maintained for at least 3 years after completion of work. Limits shall not be less than \$1M per occurrence and \$2M general aggregate for Agreements valued at \$2M or less; if valued over \$2M, a general aggregate limit that equals or exceeds the Agreement's value. If a general aggregate limit applies, it shall apply separately to the project/location (ISO CG 25 03 or 25 04 or equivalent). **(ALWAYS APPLICABLE)**

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

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

D. Excess (Umbrella) Liability Insurance for Agreements valued at \$2M or more, at least \$4M per occurrence in excess of underlying limits and no more restrictive than underlying coverage for all work performed by Firm. May also compensate for a deficiency in CGL, AL, or WC. **(ALWAYS APPLICABLE)**

E. Builder's Risk Insurance for property loss exposure associated with construction/renovation/additions to buildings or structures, including materials or fixtures to be incorporated. Must be "All Risk" form with limits of no less than the project's completed value, have no coinsurance penalties, eliminate the "occupancy clause", cover Firm (together with its contractors, subcontractors of every tier, and suppliers), and name City as a Loss Payee. **(IF APPLICABLE)**

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

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

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

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

J. Cyber Liability Insurance where Agreement involves portals allowing access to obtain, use, or store data; managed dedicated servers; cloud hosting services; software/hardware; programming; and/or other IT services

<sup>1</sup> "M" indicates million(s), for example \$1M is \$1,000,000

and products are involved. Limits of not less than \$2M per occurrence and \$2M aggregate. Coverage sufficiently broad to respond to duties and obligations undertaken by Firm, and shall include, but not be limited to, claims involving infringement of intellectual property/copyright, trademark, trade dress, invasion of privacy violations, damage to or destruction of electronic information, information theft, release of confidential and/or private information, alteration of electronic information, extortion, virus transmission, and network security. Coverage, as applicable and with sufficient limits to respond, for breach response costs, regulatory fines and penalties, credit monitoring expenses. **(IF APPLICABLE)**

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

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

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

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

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

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

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

#### **ADDITIONAL REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WAIVER/RELEASE AGREEMENT - Where Firm has a defined group of persons who might be exposed to harm (e.g. participants in an athletic event/program, volunteers) any waiver or release agreement used by Firm whereby such persons (and their parent/guardian as applicable) discharge Firm from claims and liabilities, shall include the City, its elected officials, departments, officers, officials, employees, and volunteers to the same extent as Firm.

## **EXHIBIT D**

### City of Tampa's Equal Business Opportunity Program Procedures for Construction Management and Design-Build Projects

- Prior to the time goals are set, the Construction Manager (CM) or the Design-Builder (D-B) provides information on subcontract packages planned (via the Project Task Worksheet) and their sequencing.
- The CM (or D-B) participates in a meeting to establish aspirational goals for SLBE or W/MBE subcontractor participation for the project.
- For each subcontracting package to be bid, the CM (or D-B) confirms with the MBD Office, the list of available SLBE or W/MBE firms to be solicited.
- The CM (or D-B) documents notification of all potential subcontractors, including the SLBE or W/MBE firms identified above
- The CM (or D-B) receives, opens, and tabulates subcontract bid results. The City, including representatives of the managing department and the MBD Office, may be present for the bid openings or to review the bids submitted.
- The CM (or D-B) provides to the City, a tabulation of all bids received and its determination of the lowest responsive/responsible bidder. If bids received exceed contracted Guaranteed Maximum Price, CM (or D-B) advises City as to how they will proceed. If re-bidding is selected, notification at least equal to the original solicitation will occur.
- As all subcontracts are executed, final copies are provided to the City. Where participation is achieved via sub-subcontractors and/or suppliers, the CM (or D-B) provides the City with copy of executed agreement or purchase order as documentation.
- During construction, monitoring activities may including but may not be limited to, subcontractor payment reports to be submitted with pay requests, prior approval by the MBD Office and the managing departments, of any replacement of SLBE or W/MBE subcontractors, and a report of final amounts paid to all subcontractors.



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

**Page 3 of 4 – DMI Solicited/Utilized Schedules**  
**City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers)**  
**(FORM MBD-20)**

Contract No.: 17-C-00038 Contract Name: Harbour Island Force Main Replacement, Design-Build  
Company Name: Kimmins Contracting Corp. Address: 1501 E. 2<sup>nd</sup> Avenue, Tampa, FL 33605  
Federal ID: 16-0810270 Phone: (813) 248-3878 Fax: (813) 579-1081 Email: jzemina@kimmins.com

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

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

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

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

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

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

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

S = SLBE W=WMBE O=Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials  NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
O 36-1164980	Greeley and Hensen LLC 1715 N. Westshore Boulevard, Suite 464 Tampa, Florida 33607 (813) 873-3666 / (813) 873-3637 / arichardson@greeley-hansen.com	Corporation	925	\$279,845	24.25%
S 14-1993874	MC Squared, Inc. 5808 Breckenridge Parkway, #A Tampa, Florida 33610 (813) 623-3399 / Distefano@mc2engineers.com	AM	925	\$88,023	7.963%
W 59-2733609	Suncoast Land Survey, Inc. 111 Forest Lake Boulevard Oldsmar, Florida 34677 (813) 854-1342 / slsurvey@tampabay.rr.com	CF	925	\$158,055	13.70%
S, W 27-2195097	Nichols Landscape Architecture, Inc. P.O. Box 155 Lutz, Florida 33548 (813) 948-8810 / celia@nichols-la.com	CF	906	\$18,000	1.60%
W 20-3422039	Earth Resources, Inc. 3411 W. Dorchester Street Tampa Florida 33611 (813) 333-2971 / nscott@earthresources.us	CF	925	\$12,770	1.11%
W 76-0742303	MOTPlans, Inc. 1019 S. 82 <sup>nd</sup> Street Tampa, Florida 33619 (813) 600-7884 / tampa@motplans.com	AM	925	\$8,000	\$.69%
O 46-4148969	Brierley Associates Corporation 990 S. Broadway, Suite 222 Denver, Colorado 80209 (651) 925-0000 / tpullen@brierleyassociates.com	CM	925	\$55,500	4.81%

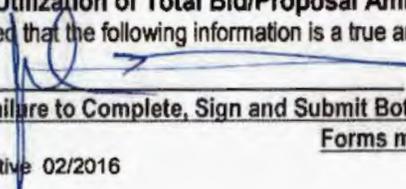
**Total ALL Subcontract / Supplier Utilization \$821,704.00**

**Total SLBE Utilization \$ 135,790.00**

**Total WMBE Utilization \$ 354,836.00**

**Percent SLBE Utilization of Total Bid/Proposal Amt. 11.77 % Percent WMBE Utilization of Total Bid/Proposal Amt. 30.75%**

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

Signed:  Name/Title: John Zemina, Vice President Date: 11/13/2017

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

**Forms must be included with Bid / Proposal**



Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive

Page 3 of 4 – DMI Solicited/Utilized Schedules

City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers) (FORM MBD-20)

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

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

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

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[ ] No Firms are listed to be utilized because:

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

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

Table with 6 columns: Federal ID, Company Name Address Phone, Fax, Email, Type of Ownership, Trade, Services, or Materials, NIGP Code Listed above, \$ Amount of Quote, Letter of Intent (LOI) if available, Percent of Scope or Contract %

Total ALL Subcontract / Supplier Utilization \$821,704.00

Total SLBE Utilization \$ 135,790.00

Total WMBE Utilization \$ 354,836.00

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