

Agmt

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF TAMPA AND KIMMINS CONTRACTING CORP., IN THE AMOUNT OF \$3,373,000 FOR PROFESSIONAL DESIGN-BUILD SERVICES IN CONNECTION WITH THE 19-C-00059; LOWER PENINSULA STORMWATER IMPROVEMENTS PROJECT – SOUTHEAST REGION DESIGN-BUILD PART 1 OF 2, AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF TAMPA; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City and the Firm desire to enter into an Agreement to provide professional Design-Build services in connection with “Contract 19-C-00059; Lower Peninsula Stormwater Improvement Project – Southeast Region Design-Build Part 1 of 2”; and

**WHEREAS**, compensation for services shall not exceed the amount of \$3,373,000 as described in Exhibit B of this Agreement and funds for payment of said services are available in the appropriate accounts in the Budget of the City of Tampa.

**NOW, THEREFORE**

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

Section 1. This Agreement between the City of Tampa and Kimmins Contracting Corp., for provision of professional Design-Build services pertaining to Contract 19-C-00059; Lower Peninsula Stormwater Improvement Project – Southeast Region Design-Build Part 1 of 2, a copy of which is attached hereto and made a part hereof, is approved and authorized in its entirety or in substantially similar form.

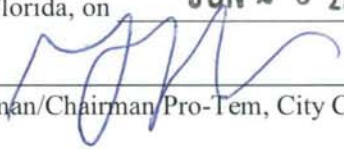
Section 2. The Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk to attest and affix the official seal of the City of Tampa to, said Agreement on behalf of the City of Tampa.

Section 3. Approval of an agreement for professional design-build services in the amount of \$3,373,000 in connection with the Lower Peninsula Stormwater Improvements Project within the Water Bonds – Series 2020 Capital Projects Fund, the Multi Modal Capital Improvement Projects Interbay District Fund, the Stormwater Improvement Assessment Capital Fund, and the Stormwater Bonds Series 2018 Capital Projects Fund for use by the Mobility Department.

Section 4. The other proper officers of the City of Tampa are hereby 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 JUN 25 2020.

ATTEST:  
  
\_\_\_\_\_  
City Clerk/Deputy City Clerk

  
\_\_\_\_\_  
Chairman/Chairman Pro-Tem, City Council

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

Y2020-16

## **AGREEMENT FOR DESIGN-BUILD INITIAL SERVICES**

THIS AGREEMENT, made and entered into at Tampa, Florida, this \_\_ day of \_\_\_\_, 2020, 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., 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 **19-C-00059**; Lower Peninsula Stormwater Improvement Project - Southeast Region - DB "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 point five 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 548 days 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 \$3,373,000 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 (if applicable), 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 applicable. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

**VIII. PERSONNEL**

The 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**

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 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 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 \$750,000 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 this 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 166.241, 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 for goods or services of any amount with companies that are on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel, and of \$1 million or more with companies 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, or are engaged in business operations in Cuba or Syria. Specifically, Section 287.135(2), Florida Statutes, states: “A company 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: (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company: 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or 2. Is engaged in business operations in Cuba or Syria.”

Upon submitting its bid or proposal, a bidder/proposer: (i) certifies the company is not in violation of Section 287.135, Florida Statutes, and shall not be in violation at the time the company enters into or renews any resulting contract; and (ii) agrees any such resulting contract shall be deemed to contain a provision that allows the City, at its option, to terminate such contract for cause if the company is found to have submitted a false certification, been placed on one or any of the foregoing Lists, been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria.

### **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.**

**XXXII. FIRM EMPLOYEES**

PURSUANT TO §558.0035, FLORIDA STATUTES, CONSULTANT'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

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.

CONTRACTOR

CITY OF TAMPA, FLORIDA

By: \_\_\_\_\_  
(Signatory, President/Vice President, etc.)  
Authorized Officer or Individual

By: \_\_\_\_\_  
Jane Castor, Mayor (SEAL)

ATTEST:

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

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

\_\_\_\_\_  
Justin R. Vaske, Assistant City Attorney

## Exhibit A

### Pre-Construction Design Build Services 19-C-00059: Lower Peninsula Stormwater Improvements Southeast Region Design Build Project

#### Scope of Services

**MAY 28, 2020**

#### Introduction/project description

The **Lower Peninsula Stormwater Improvements Design-Build Project** (Project) will be designed and constructed to meet the City's primary objective of alleviate flooding in the Southeast (SE) region of the City's Lower Peninsula, near MacDill Air Force Base (AFB). The Project is located entirely within the City of Tampa, Florida that could potentially provide roughly 11,000 linear feet of stormwater conveyance, with a primary corridor which starts at a new Hillsborough Bay, likely crossing Bayshore Blvd. Potential streets among others, that may be impacted include: West Averill Avenue, Himes Avenue, 6<sup>th</sup> Street, West Bay Avenue, South Sheridan Road.

The Project will be located generally in the rights-of-way of the existing roadways within the SE region, and the new trunk line will likely be located within the roadway pavement area for most of the corridor. Other significant work will include upgrades to the existing Environmental Lands Acquisition and Protection Plan (ELAPP) site (otherwise known as MacDill 48 property) to become a regional water quality enhancement facility with passive park amenities. The proposed box culvert will include a new seawall and outfall at West Averill Avenue and Bayshore Boulevard along Hillsborough Bay.

The Project includes data collection, public outreach, engineering design, permitting co-funding approval assistance, and negotiation of a guaranteed maximum price (GMP) for construction of the project and related work as specifically described herein for installation of a new major stormwater trunk line that runs the length of the project corridor. The project includes replacement of the impacted roadways and utilities, maintaining existing traffic throughout the project limits, structural design, design of sustainable/green infrastructure; a formal tree survey; and a detailed update to the existing XP-SWMM hydraulic model to verify sizing of the trunk line needed to meet the required level of service (LOS). The services included in this scope are limited to the pre-construction phase.

The purpose of this document is to describe the scope of work and to clarify the responsibilities of Kimmins Contracting Corporation (Firm) and the City of Tampa (City).

The scope of services includes the following tasks:

#### **Task 1 Public Outreach for Stormwater Services**

Public outreach efforts are critical to meeting the City's goals. Stakeholders will include: neighborhood / homeowner associations, schools, businesses, individual property owners along the corridor, governmental agencies, MacDill AFB, South West Florida Water Management

District (SWFWMD), churches, and the City. Efforts to be provided by the Firm during the eighteen (18) month design period include:

- Development of a Community Awareness Plan (CAP)
- Hosting of Project web site that will complaint with Americans with Disabilities Act (ADA).
- Project related video (for public information meetings and website)
- A 24/7 telephone hotline
- Facilitation, coordination, organization, attendance, notifications, documentation and preparation of all exhibits for public outreach meetings, including:
  - One open house public information meeting (corridor wide, Firm shall conduct meeting and provide all presentation information and handouts)
  - Focus group meetings
  - Individual homeowner meetings
  - School board meetings
  - City of Tampa Council meetings
  - Compile and maintain a database of all addressed along the construction routes (shall include all interactions and on-going Q/A) with monthly submittal to the City of Tampa.
  - Meetings with other affected stakeholders that may later be identified
  - One-on-one property owner meetings.

## **Task 2 Preliminary Design Services**

The Firm will collect data (geotechnical services, subsurface utility engineering (SUE) ecological field surveys, design survey, and tree survey), to understand the site constraints, validate information collected over the course of the project, to help resolve issues that may arise during the design, and to assist in the preparation of the submittal packages.

### **a. Geotechnical Services**

The Firm will provide geotechnical investigations, analyses and recommendations to support the design of the trunk line, utilities, roadway reconstruction, sea wall, and critical temporary walls. Frequency of soil borings are limited to every 500 feet. This includes all Standard Penetration (SPT) Borings or borings required for the pond and ELAPP site and preparation of a Contamination Screening Evaluation Report (CSER) as a Phase I report. The number of permeability tests is limited to fifteen (15) for the ELAPP Site

### **b. Subsurface Utility Engineering (SUE)**

The Firm shall conduct utility explorations sufficient to designate and locate horizontal and vertical position (VVHs) of utilities within the project corridor to facilitate trunk line design, water/sewer relocates and for overall utility coordination purposes. Horizontal locations are limited to locating existing water mains, sewer (force) mains, gas mains and gravity sewer. The maximum number of test holes (Vvh's) is limited to one hundred (100).

c. Ecological Field Services and Jurisdictional Delineations

The Firm shall establish the wetland jurisdictional limits, coordination with environmental agencies having jurisdiction and preparation of an environmental memorandum to support the environmental resource and other required agency permitting for the project.

Specific ecological services that are encompassed in this scope follow:

Establishment of Wetland and Surface Water Jurisdictional Lines - The determination of wetland areas is generally based on the presence of the following three indicators: dominance of hydrophilic vegetation, underlain hydric soils, and evidence of wetland hydrology.

Protected Species Survey – A survey for gopher tortoise burrows and an informal investigation for other protected plant and animal species at the MacDill 48 ELAPP site will be conducted concurrent with the wetland delineation. The Firm will provide other surveys of the remaining project area if deemed necessary by the permitting agencies.

Preliminary Contamination Review – The environmental inspection at the MacDill 48 site will also include a site visit for evidence of illegal dumping that may require further contamination assessment and cleanup.

Seasonal High-Water Level – Wetland and surface water seasonal highwater levels will be identified along the project corridors. Wetland and surface water seasonal highwater levels at the MacDill 48 ELAPP site will be determined by environmental scientists, via analysis of hydrobiological indicators.

Environmental Memorandum - This memorandum will be a stand-alone document to identify the current ecological conditions and any wetland and/or protected species involvement.

Agency Coordination - Coordination with wetland regulatory and wildlife agencies will be conducted throughout the design phase as necessary to assist with securing permits and gaining regulatory acceptance. The following wetland regulatory agencies: U.S. Army Corps of Engineers (COE) Environmental Protection Commission (EPC), Southwest Florida Water Management District (SWFWMD) will be contacted to review the delineated wetlands as part of the permitting or exemption process. At the Preliminary Design Phase, per-application meetings with all permitting entities will be conducted.

d. Design Surveys Services

The Firm shall perform a complete topographic survey, right-of-way, tree and wetland delineation surveys (per the City of Tampa standard, NAVD 88 vertical control, NAD 83 horizontal control) necessary to support the project corridor (plus 25-foot margin) and MacDill 48 property; Includes bathymetric survey for the outfall at West Averill Avenue.

e. Tree Survey and Arborist report

Firm to perform a tree survey along and adjacent to the described project corridor. The tree survey will be completed by a Professional Scrum Master (PSM), working with a Certified Arborist and will extend the length of the project corridor and include all trees five (5) inches in diameter or greater. The width of the area that will be surveyed along the project corridor for this purpose will be the right-of-way width plus 25-feet on each side of the right-of-way. The tree survey will follow what will be needed for regulatory permitting in accordance with the City standards and existing City tree-protection ordinance and for City of Tampa Natural Resource review.

- Grand Tree Survey – A review will be conducted by a Certified Arborist to identify the location and characteristics of any Grand Trees (as defined in the City of Tampa Tree, Landscape and Natural Resources Code) – within the boundaries of the project.

f. Feasibility Study/Corridor

During this preliminary design phase, as the Firm performs data collection activities and examines the alternative routes, the Firm shall pay particular attention to potential pitfalls in the scope of the project and focus initial efforts on resolving any such factors that could cause the project to become unfeasible. The Firm shall report all such identified potential issues and their efforts to resolve or overcome each issue at regularly scheduled design meetings. An issue log shall be maintained that tracks each issue and efforts to resolve each.

The Firm shall prepare a feasibility study analyzing alternative routes to solve the flooding in the southeast region of the Lower Peninsula watershed. One of the alternatives to be analyzed is the route identified in the Lower Peninsula Watershed Management Plan (September 2019). Additional, routes will be analyzed that may reduce the impact to the community, result in greater benefit or reduced cost while striving to produce similar reduction of flooding in order to optimize the project.

A conceptual plan will be developed to describe the proposed alternative including a conceptual plan for the ELAPP site (MacDill 48). The Plan shall be sufficient to provide an update to the management plan currently approved for the property.

MacDill 48 Property Regional Pond and Park improvements:

The Firm will manage the ELAPP approval process with various agencies including:

- Aerial/GIS desktop reviews for basic information
- Florida Communities Trust (FCT), ELAPP and Hillsborough Parks & Recreation coordination
- Site inspection with the various agencies mention above
- Coordination on the development of 30% concept plan

The Firm's role for this task will be to provide the conceptual drawings and required science and engineering included the listed activities below, reflective of the anticipated level of effort:

- Draft conceptual site layout options to minimize impacts to natural resources while providing the City's flood relief level of service (LOS)
- Assist in formulating the final design layout of the water quality enhancements and associated public amenities
- Meet with the City- Parks and Recreation Department, Hillsborough County Parks Department, inclusive of ELAPP and coordination with FCT on the amendment of the agreement #04-CT-A7-03-F3-A1-083 – South MacDill 48 with the City
- The design of the ELLAP site shall include passive park improvements

Firm will perform a detailed update to the existing XP-SWMM hydrologic and hydraulic (H&H) model. Activities associated with this modeling effort include an update to the existing conditions model, a proposed condition model update and a summary report. Model will include the Tyson canal and impacted streets of Tyson Avenue and Sherwood Avenue.

Model update shall incorporate surveyed detail of the existing conditions where obtained. Model shall be used to appropriately size the new trunkline and pond system for a 25-year critical duration event while maintaining the HGL below the finished ground surface along the route. An assessment of nearby flooding areas shall be performed to anticipate future feasible extensions of the system to alleviate those conditions and added additional capacity in the trunkline system shall be provided to accommodate that future capacities.

The Firm shall prepare a preliminary design report (PDR) that addresses all modeling modifications, agency pre-application meetings and findings. The PDR shall include the above feasibility analysis, route study recommendations, and the preliminary design of all major component. The PDR will also include the preparation and submittal of 30% Plans for the entire project.

Task 2.0 Deliverables: Geotechnical Report, Subsurface Utility Engineering data collection, Ecological Field Services, Design Survey, Tree Survey and Arborist Report, Feasibility Study/Corridor Analysis, and H&H model update. The findings/recommendations will be summarized into the PDR that will additionally include 30% plans.

### **Task 3 Project Management, Construction Documents and Utility Coordination for Stormwater Services**

#### **a. Project Management**

The Firm will provide project management services throughout the anticipated eighteen (18)-month design stage, including attending and documenting necessary meetings, schedule updates, coordination, communication and quality control.

Plans will be submitted by the Firm at the following stages: 60%, 90%, 100% and Release for Construction (RFC.) Submittals are required for all document identified in Submittal Schedule for Design/Build Stormwater Projects, located at the end of this document.

The 60% plans will be used for the SWFWMD cooperative funding activities. Anticipated submittal components for the third (3<sup>rd</sup>) party review include: A cost/benefit analysis, the updated XP-SWMM hydrologic and hydraulic (H&H) model, and draft 60% Plans. Electronic and hard copy submittals will be made. Anticipated construction packages may be prepared to facilitate early work zones. For example, separate construction packages could potentially be prepared for: Zone 1; West Averill Avenue Outfall / ELAPP site, Zone 2; Himes Avenue, and Zone 3; South Sheridan Road / East 6<sup>th</sup> Avenue.

b. Utility Coordination

The Firm will handle utility communication and coordination efforts with all affected utilities during the design phase including: preparation of utility conflict matrix; scheduling, performing and documenting utility coordination meetings at each phase of design; field meetings; distribution of plans; preparation and certification of utility work schedule and utility certification letters. At the 60% design plan submittal, a meeting shall be held with all private and City departments to discuss the utility conflict and plan for adjustments. The City will provide a list of utilities with contacts of known utilities in the area.

c. Roadway, Stormwater and Structural Design and Construction Plans

i. Roadway Design Plans

This stormwater improvement plan will necessitate reconstruction the existing roadways within the project limits. The overall intent is that the roadway will be replaced to current City Standards or with certain enhancements as desired by the City. There are no planned capacity analyses or adjustments and no plans for any transit within the corridor (i.e. no added pavement to accommodate added or widened travel lanes). It is intended that the corridor upgrades may include elements such as traffic calming measures, median dividers at isolated locations, and connectivity of sidewalks if they can be facilitated within existing rights of way. Design of these contingency upgrades are included in a separate task, and the core services will be to design the roadway back to current City Standards.

ii. Roadway Drainage Analysis and Construction Plans

The Firm shall prepare design and plan for roadway drainage improvements to improve the collection system within the selected roadway corridor. For adjacent flooding areas identified in the H&H modeling outside of the corridor, stub-outs for future connections shall be provided. The results of this effort will be incorporated into the construction drawings. Improvements will address documented and known flooding along the Tyson canal and impacted streets of Tyson Avenue and Sherwood Avenue and known flooding along Ellis Drive. These improvements include the addition of curb and gutter along Ellis Drive as appropriate.

iii. Structural Design and Construction Plans

There are two primary elements to the structural services: those associated with the trunk line (including conflict avoidance) and those associated with the remainder of the project



Structural Services Associated with the Trunk Line: The overall concept is that the stormwater trunk line will consist of either a single or dual chamber precast box culvert sized throughout the corridor to meet the required level of service to meet City objectives. The sizing determination will be made during the H&H modeling update analysis completed in the previous task and included in the PDR submittal.

Structural Services Associated with New Seawalls: A new seawall design and new outfall into Hillsborough Bay will be designed with details.

iv. Signing and Pavement Marking Plans

The planned work will necessitate replacement of signing and pavement markings after the trunk line and roadway reconstruction is completed. The Firm shall prepare plan sheets for all project impacted areas, showing pavement markings and signage to be installed on the project. Pavement markings and signs shall conform to the Manual on Uniform Traffic Control Devices. Signing and Marking Plans shall include, but not be limited to, the following: General Notes Sheet(s), Plan Sheet(s), and Special Marking Detail sheet(s), as needed.

v. Technical Specifications

The standard project construction specifications shall be those provided by the City. For construction activities where a standard does not exist, or where the Consultant believes that the City's specifications are insufficient to address specific project conditions, the Consultant will prepare specifications and technical special provisions. At the 60% and 100% construction plan submittal, the Firm shall submit a complete specification package for review and comment to the City.

d. Maintenance of Traffic Construction Plans

The Firm shall prepare plan sheets, notes and details to move vehicular and pedestrian traffic during all phases of construction. This may include details for ingress and egress to existing properties, temporary signing and pavement markings, dynamic message signs, and detour routes. Typical details may be used for repetitive segments of the project. For this scope of work, the assumption for development of Maintenance of Traffic (MOT) plans is predicated on the packaging identified within the scope (i.e. three linear packages). It is anticipated that traffic counts or detailed traffic analysis will not be required.

e. Tree Removal and Protection Plans

The tree removal and protection plans will be developed as necessary for regulatory permitting in accordance with the City standards and existing City tree-protection ordinance. This includes documentation and grading of all identified trees along with recommendations for pruning, protection and removal if necessary.

f. Design of Sustainable Concepts

The Firm shall identify practical green-solutions and sustainable concepts that can be incorporated into the project both as part of the proposed stormwater infrastructure, within the project area that align with the goals of the City's "Green Tampa" Initiatives and the individual focus areas that are part of that program. This shall include Best Management Practices (BMP) and two alternate options for green infrastructure to be used, where appropriate, throughout the project.

g. Passive Park Amenities – MacDill 48 Property

The design of the ELAPP site shall include passive park improvements, including but not limited to the following amenities

- An off-road bike trail (Trail work effort is covered under Task 7)
- Benches
- Trash receptacles

The Firm shall develop a new management plan to replace the existing ELAPP plan. This effort included the coordination and approval, consistent with the services outlined above in Task 2-f Feasibility and Route Study.

Task 3.0 Deliverables: 60%, 90% and final plans and technical specifications shall be provided in pdf, Word and AutoCAD Civil3D. Submittals shall be provided in accordance with the Submittal Schedule for Design/Build Stormwater Projects. Final Plans shall be submitted bearing seal and signature of professional engineer.

#### **Task 4 Stormwater Design**

The new stormwater trunk line is anticipated to impact several City utilities. These impacted facilities will be redesigned in new alignments as a part of this Project to accommodate the construction of the stormwater conveyances. Services for Utility Design are limited to City-owned facilities, and no improvements to utilities owned by others (apart from reestablishing connections and accommodating for conflicts) are anticipated or included in this scope.

This scope does not include any hydraulic modeling relative to the sizing of the utilities and/or verification of the adequacy or the utilities to meet existing and/or future needs. Final sizes shall be provided by the City at the Notice to Proceed (NTP). Sizes, type, lengths and along identified roadways will be determined once the routes have been selected and approved. Relocations of existing water and sanitary sewer lines may potentially occur along West Averill Avenue, Himes Avenue, 6<sup>th</sup> Street, West Bay Avenue, South Sheridan Road or other roadways in the Southeast (SE) region of the City's Lower Peninsula.

The Firm will prepare and provide design plans for each of the phases of construction listed above in accordance with City requirements, as applicable to each utility. Capacity analyses for new or relocated lines is not anticipated. The design of the water distribution system relocations shall be in accordance with the Tampa Water Department standards. The design of the sanitary sewer relocations and modifications shall be in accordance with the Tampa Wastewater Department standards.

Task 4 Deliverables: 60%, 90% and final plans and technical specifications shall be provided in pdf, Word and AutoCAD Civil3D. Utility Submittals shall be provided in accordance with the Submittal Schedule for Design/Build Stormwater Projects. Final Plans shall be submitted bearing seal and signature of professional engineer.

### **Task 5 Water Design**

This task includes those proposed improvements to the water distribution system that are not collocated along the proposed storm conveyance infrastructure but are in the same neighborhoods or specific upgrades proposed that are collocated along the proposed storm conveyance infrastructure. All proposed additional fire hydrants are included in this task. The design of the water distribution system improvements shall be in accordance with the Tampa Water Department standards.

- a) Removal and relocation of approximately 3,200 linear feet of sixteen (16) inch water main along Himes Avenue
- b) Removal and relocation of approximately 860 linear feet of two (2) inch water main along West Thorpe Street/Himes

Task 5 Deliverables: 60%, 90% and final plans and technical specifications shall be provided in pdf, Word and AutoCAD Civil3D. Utility Submittals shall be provided in accordance with the Submittal Schedule for Design/Build Stormwater Projects, located at the end of this document. Final Plans shall be submitted bearing seal and signature of professional engineer.

### **Task 6 Transportation Design**

This task includes transportation upgrades that are not a direct result of new stormwater trunk line and beyond the transportation features that are routinely replaced to accommodate the construction of the trunk line. Traffic design enhancements include the addition of bike lanes as described in the South Tampa Trails map, including:

- Marked sharrow bike lanes on Himes Avenue and
- Marked sharrow bike lanes on Averill Avenue
- Sidewalks on local streets as right-of-way (R/W) allows: including Averill Avenue and West Thorpe Street
- Rapid Rectangular Flashing Beacons at school crossings associated with Chiaramonte Elementary School.

The Firm will provide community outreach for all transportation upgrades including public stakeholder involvement. Transportation upgrades will be included in the public information meetings and applications identified in Task 1 above.

Task 6 Deliverables: 60%, 90% and final plans and technical specifications shall be provided in pdf, Word and AutoCAD Civil3D. Utility Submittals shall be provided in accordance with the

Submittal Schedule for Design/Build Stormwater Projects. Final Plans shall be submitted bearing seal and signature of professional engineer.

### **Task 7 Permitting Services**

The Firm will conduct up to two (2) pre-application meetings for each permit application, submit permit application packages and provide all necessary responses to agency questions to obtain permit approvals.

Meetings with regulatory agencies will occur prior to permit submittals on an as-needed basis. If additional meetings are required after permit submittals, meetings will be limited to no more than one meeting per agency to respond to requests for additional information.

Permits are anticipated to be required from the following agencies. The Firm shall be responsible for the preparation of application packages and responses to request for information (RFI) for issuance of the anticipated permits listed below:

- Southwest Florida Water Management District (SWFWMD)
- Florida Department of Environmental Protection (FDEP)
- Notification/Application for Construction a Domestic Wastewater Collection/Transmission System.
- Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs
- United States Corps of Engineers (USACOE / COE)
  - Nationwide Permit
- City of Tampa – These permits are Guarantee Maximum Price (GMP) and construction phase services
  - Tree Removal/Relocation Permit
  - Right of Way Utilization Permit
- Environmental Protection Commission of Hillsborough County on behalf of Port Tampa Bay – Dredging Permit minor marine permit (less than 1000 CY dredge) at the point of outfall. The Firm will provide construction services for dredging activities. The Firm shall provide necessary permitting services limited to preparation of permit forms, attending meetings and responding to comments based upon input from the City's 3<sup>rd</sup> party. This includes the preparation of dredge and fill sketches, and revisions to drawings or plans based upon agency input for this permit.
- Environmental Protection Commission Hillsborough County
  - Impacts to existing onsite (MacDill 48 parcel) wetlands areas and potential seagrass impacts related to the proposed dredging at the W. Averill St. outfall location. Impacts to other jurisdictional areas within the project site, including upland cut ditches.

## **Schedule**

- Firm shall provide Preliminary Design Report within 120 calendar days of notice to proceed.
- Firm shall provide SWFWMD co-funding submittal and draft GMP within 200 calendar days of notice to proceed.
- Firm shall provide 60% design submittal (Task 4) within 221 calendar days of notice to proceed.
- Firm shall provide final GMP based upon 60% design within 245 days of notice to proceed.
- Firm shall provide 90% design submittal (Task 4) within 80 calendar days of receipt of City comments on the 60% submittal. Assumed City review time is two weeks.
- Firm shall submit applications (Task 7) on a schedule intended to secure permit approvals for the Project. Within 45 calendar days of submitting the 90% design submittal.

**Exhibit B**  
**Pre-Construction Design Build Services**  
**19-C-00059: Lower Peninsula Stormwater Improvements**  
**Southeast Region Design Build Project**

**Fee Schedule**

<b>Design Fees for 19-C-00059: Lower Peninsula Watershed Drainage Improvements Stormwater Trunk Line Design-Build Project</b>		
<b>Task #</b>	<b>ELEMENT &amp; TASK DESCRIPTIONS</b>	<b>FEE</b>
<b>1.0</b>	<b>Public Outreach for Stormwater Services</b>	<b>\$229,000</b>
<b>2.0</b>	<b>Preliminary Design Services</b>	<b>\$658,634</b>
<b>3.0</b>	<b>Project Management, Construction Documents and Utility Coord for Stormwater Services</b>	<b>\$1,432,073</b>
<b>4.0</b>	<b>Stormwater Design</b>	<b>\$395,440</b>
<b>5.0</b>	<b>Water Design</b>	<b>\$151,000</b>
<b>6.0</b>	<b>Transportation Design</b>	<b>\$22,000</b>
<b>7.0</b>	<b>Permitting Services</b>	<b>\$34,853</b>
	<b>Allowances/Incidentals</b>	<b>\$100,000</b>
	<b>Kimmins GMP Preparation and Administrative Fee</b>	<b>\$350,000</b>
<b>Total</b>		<b>\$3,373,000</b>

**COMPENSATION:** For performing the services identified within Exhibit A, a not-to-exceed fee of \$3,373,000.00 has been established for the work described in Exhibit A. Invoices will be submitted monthly based upon percent complete for the tasks described. The Owner's Contingency is available for the City's exclusive use and is available for scope changes instructed by the City.

**Submittal Schedule  
for  
Design-Build Stormwater Projects**

Deliverables	Submittals					
	Pre-Design	Feasibility Submittal	SWFWMD Submittal Package	60%	90%	100%
<b>Design</b>						
Tree Audit/Survey & Arborist Report						
Route Analysis and Recommendation						
Feasibility Assessment						
H&M Model						
Green Infrastructure Recommendations						
Preliminary Design Report						
Survey (R/W, Topo, Trees, Wetland)						
SLIE & Exst. Utilities Assessment						
Geotechnical Report						
Storm Sewer Design Calculations						
Benefit/Cost Analysis (BCA)						
SWFWMD 30% Design Package w/ BCA						
<b>GMP</b>						
Preliminary Construction Cost Estimate						
Draft GMP						
Final GMP						
<b>Plans and Submittal Design</b>						
Title Page						
Index						
Key Plan						
Legend, Summary of Quantities and General Notes						
Drainage Map						
Typical Roadway Sections						
Existing Conditions, Erosion Control, Demo Limits and Tree protection/removal Plans						
Plan/Profile Sheets						
Intersection Plan Sheets						
Stormwater Pipe Profiles						
Civil Details						
Structural Drawings - Junction Boxes						
Cross Sections						
Driveway Cross Sections						
Signing and Pavement Marking Plans						
MOT plans - Segment 1						
<b>City Utility</b>						
Title Page						
Index						
Key Plan						
Legend and General Notes						
Plan/Profile Sheets						
Details						
<b>Permits &amp; Private Utility Coordination</b>						
Permit applications						
Permit RFP's, resubmittals & Approvals						
Private Utility Notification Matrix						

At a minimum, the following items should be included:

- 1 Slopes, dimensions & pavement sections
- 2 Existing profile with utilities and proposed profile with pipe/structures size/type labeling
- 3 Existing and Proposed linework
- 4 Existing sections and template linework
- 5 Dimensioned and general steel layout
- 6 Sign size/location, markings linework and general callouts
- 7 Indicate trees to be removed/preserved, erosion control, demo limits

## 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), fuelling, 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

### Tampa's Equal Business Opportunity Program Procedures for GMP Contracts

- The City of Tampa's Equal Business Opportunity Program (EBO) requires setting a construction subcontract goal on each GMP under the CM /or D-Build delivery system.
- Prior to the time construction subcontract goals are set, the Construction Manager (CM) or the Design-Builder (D-B) provides information on subcontract packages planned for the construction phase(s) and their sequencing.  
**(Ref: use Detailed GMP Estimate and MBD Form-80 PTW)**
- The CM (or D-B) participates in a meeting wherein the City will establish narrowly-tailored project goals for SLBE and/or W/MBE subcontractor participation on the project.  
**(Ref: use MBD Form-70)**
- For each subcontracting package to be bid, the CM (or D-B) confirms with the MBD Office, the City's minimum contact list of available SLBE and/or W/MBE firms to be solicited. Note: strategic, extensive outreach is the CM/DB's responsibility (i.e. GFECF)  
**(Ref: use Minimum Contact List provided w/final Project EBO Determination Goal)**
- The CM (or D-B) documents the notification of all potential subcontractors, including the SLBE or W/MBE firms identified above, i.e. minimum contact list of certified firms.  
**(Ref: use DMI 10-20 for construction phase Solicitation/Utilization outcomes)**
- 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.  
**(Ref: use MBD Form-50 GFECF outreach w/documentation)**
- 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. **(Ref: Reaffirm EBO Outreach)**
- 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 and MBD with copy of executed agreement or purchase order as documentation. **(Ref: use MBD Form-40 LOIs execute "Letters-of-Intent")**
- 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.  
**(Ref: use #1-DMI 30 Form w/Pay Applications; #2-Prime & Subs must log into Diversity Mgt. Compliance System to report payment activity)**



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

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

Contract No.: 19-C-00059 Contract Name: Lower Peninsula Stormwater Improvements Project Southeast Region D-B  
 Company Name: Kimmins Contracting Corp.  
 Address: 1501 E. 2<sup>nd</sup> Avenue, Tampa, FL 33605 Federal ID: 16-0810270  
 Phone: 813.924.5010 Fax: 813.579.1081 Email: jzemina@kimmins.com

Check applicable box(es). Detailed Instructions for completing this form are on page 2 of 4.

**No Firms were contacted or solicited for this contract.**

**No Firms were contacted because:** \_\_\_\_\_

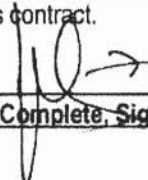
**See attached list of additional Firms solicited and all supplemental information (List must comply to this form)**

**Note: Form MBD-10 must list ALL subcontractors solicited including Non-minority/small businesses**

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

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 AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services  NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
O	Atkins North America, Inc. 4030 W. Boy Scout Blvd., Ste. 700, Tampa, FL 33607 813.282.7275/813.282.8155/inwin.prescott@atkinsglobal.com	N/A	925	P	Y
59-0896138					
W	AREHNA Engineering, Inc. 5012 W. Lemon St., Tampa, FL 33609 813.944.3464/813.944.4959/jmcroxy@arehna.com	CF	925	E	Y
23-3947444					
W	ECHO UES, Inc. 16514 N. Dale Mabry Hwy., Tampa, FL 33618 888.788.3426/jerry.comellas@echoues.com	HM	925	E	Y
81-4903226					
W	Element Engineering Group, LLC 1713 E. 9th Avenue, Tampa, FL 33605 813.386.2101/813.386.2106/dgil@elementeg.com	HM	925	E	Y
59-25465488					
S - W	The Valerin Group 3903 Northdale Blvd., Ste. 100E, Tampa, FL 33624 813.404.1572/valeric@valerin-group.com	CF	912	E - P	Y
33-1142500					
O	Environmental Science Associates 4200 W. Cypress St., Ste. 450, Tampa, FL 33607 813.207.7200/813.207.7201/TRies@esassoc.com	N/A	925	E	Y
94-1698350					

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

Signed:  Name/Title: John Zemina, Vice President Date: 6/2/2020

**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)**

Contract No.: 19-C-00059 Contract Name: Lower Peninsula Stormwater Improvements Project Southeast Region D-B  
 Company Name: Kimmins Contracting Corp.  
 Address: 1501 E. 2<sup>nd</sup> Avenue, Tampa, FL 33605 Federal ID: 16-0810270  
 Phone: 813.924.5010 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	Atkins North America, Inc. 4030 W. Boy Scout Blvd., Suite 700, Tampa, FL 33607 813.282.7275/813.282.8155/irwin.prescott@atkinsglobal.com	N/A	925	2,671,163	79.19%
59-0896138					
W	AREHNA Engineering, Inc. 5012 W. Lemon St., Tampa, FL 33609 813.944.3464/813.944.4959/jmcroory@arehna.com	CF	925	49,921	1.48%
23-3947444					
W	ECHO UES, Inc. 16514 N. Dale Mabry Hwy., Tampa, FL 33618 888.788.3426/jerry.comellas@echoues.com	HM	925	68,921	2.04%
81-4903226					
W	Element Engineering Group, LLC 1713 E. 9th Avenue, Tampa, FL 33605 813.386.2101/813.386.2016/dgil@elementeg.com	HM	925	8,000	.24%
59-25465488					
S-W	The Valerin Group 3903 Northdale Blvd., Ste. 100E, Tampa, FL 33624 813.404.1572/valeriec@valerin-group.com	CF	912	176,520	5.23%
33-1142500					
O	Environmental Science Associates 4200 W. Cypress St., Ste. 450, Tampa, FL 33607 813.207.7200/813.207.7201/TRies@esassoc.com	N/A	925	48,440	1.44%
94-1698350					

**Total ALL Subcontract / Supplier Utilization \$** 3,022,965

**Total SLBE Utilization \$** 176,520

**Total WMBE Utilization \$** 126,842

**Percent SLBE Utilization of Total Bid/Proposal Amt.** 5.23 % **Percent WMBE Utilization of Total Bid/Proposal Amt.** 3.76 %

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: 6/2/2020

**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**