

RESOLUTION NO. 2011- 20

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF TAMPA AND HEIDT DESIGN, LLC, IN THE AMOUNT OF \$480,296, FOR ENGINEERING SERVICES IN CONNECTION WITH 10-D-00041; CROSS CREEK BOULEVARD – CORY LAKE DRIVE TO MORRIS BRIDGE ROAD PROJECT, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR THE FUNDING THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the Consultants' Competitive Negotiations Act, the City has made selection and desires to enter into an Agreement with Heidt Design LLC, for professional Architectural/Engineering Services in connection with the Cross Creek Boulevard – Cory Lake Drive to Morris Bridge Road Project which requires City Council approval.

NOW, THEREFORE,

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

Section 1. The Agreement between the City of Tampa and Heidt Design, LLC for professional Engineering services in connection with the Cross Creek Boulevard – Cory Lake Drive to Morris Bridge Road Project, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in substantially similar form.

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

Section 3. Payment of the costs of the services rendered in connection with the Agreement shall be made from funds provided in the budget of the City of Tampa for the Fiscal Year ending September 30, 2008, in Account No. PW0536JHL-06305; \$480,296.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON 'JAN 06 2011

ATTEST:


CITY CLERK/DEPUTY CITY CLERK
COUNCIL


CHAIRMAN/CHAIRMAN PRO TEM, CITY

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

1/2011-2

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into at Tampa, Florida, this ____ day of _____, 201_, by and between the CITY OF TAMPA, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", the address of which is 315 East Kennedy Boulevard, Tampa, Florida 33602, and **Heidt Design LLC**, a corporation chartered and existing under the laws of the State of Florida, hereinafter referred to as "CONSULTANT", the address of which is 5806-B Breckenridge Parkway, Tampa, FL 33610.

WITNESSETH:

WHEREAS, the CITY desires to engage the CONSULTANT to perform certain professional engineering services pertinent to such work which shall be referred to as **10-D-00041 Cross Creek Boulevard – Cory Lake Drive to Morris Bridge Road** "PROJECT" in accordance with this Agreement; and

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

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

I. GENERAL SCOPE OF THIS AGREEMENT

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

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

II. DATA AND SERVICES TO BE PROVIDED BY THE CITY

The CITY shall provide:

A. Available plans and specifications of existing construction.

III. PERIOD OF SERVICE

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

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

IV. GENERAL CONSIDERATIONS

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

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

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

V. COMPENSATION

The CITY shall compensate the CONSULTANT for the services performed with this Agreement a lump sum (by task) of **\$480,296** to be billed in accordance with **Exhibit B**.

VI. PAYMENT

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

VII. RECORDS

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

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

VIII. PERSONNEL

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

IX. SUSPENSION, CANCELLATION OR ABANDONMENT

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

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

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

X. TERMINATION

A. Termination for Cause.

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

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

B. Termination for Convenience.

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

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

XI. INSURANCE

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

XII. INTERESTS OF MEMBERS OF THE CITY

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

XIII. INTEREST OF THE CONSULTANT

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

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

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

XIV. COMPLIANCE WITH LAWS

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

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

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

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

XV. ASSIGNABILITY

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

XVI. EQUAL EMPLOYMENT

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

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

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

XVII. SMALL LOCAL BUSINESS ENTERPRISES

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

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

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

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

XVIII. CITY CODE OF ETHICS

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

XIX. NEGATION OF AGENT OR EMPLOYEE STATUS

CONSULTANT shall perform this Agreement as an independent consultant and nothing contained herein shall in any way be construed to constitute CONSULTANT or the assistants of CONSULTANT to be representative, agent, subagent, or employee of CITY or any political subdivision of the State of Florida. CONSULTANT certifies CONSULTANT's understanding that CITY is not required to withhold any federal income tax, social security tax, state

and local tax, to secure worker's compensation insurance or employer's liability insurance of any kind or to take any other action with respect to the insurance or taxes of CONSULTANT and assistants of CONSULTANT.

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

XX. SEVERABILITY

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

XXI. CHOICE OF LAW

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

XXII. DESIGNATION OF FORUM

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

XXIII. AUTHORIZATION

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

XIV. ENTIRE AGREEMENT

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

XXV. INDEMNIFICATION

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

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

XXVI. ESTOPPEL/WAIVER

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

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

XXVII. AUDIT REQUIREMENTS.

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

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

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

XXVIII. DEFAULT

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

XXIV. BUDGET APPROPRIATIONS

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

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

ATTEST:

Heidt Design LLC

By: _____
Corporate Secretary (SEAL)

By: _____
Timothy M. Plate, Sr. Vice President

ATTEST:

CITY OF TAMPA

City Clerk/Deputy City Clerk (SEAL)

By: _____
Pam Iorio, Mayor

APPROVED AS TO LEGAL SUFFICIENCY

Justin R. Vaske, Assistant City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

FOR

CROSS CREEK BOULEVARD – FROM CORY LAKE DRIVE TO MORRIS BRIDGE ROAD

November 10, 2010

1. **Description**

Submitted herein is a scope to perform Surveying, Transportation Engineering, Environmental and Permitting services on the above referenced project. Our work shall be in accordance with applicable governmental regulations, including, but not limited to, the City of Tampa Stormwater and Utility Standards, the Florida Department of Environmental Protection (DEP), the Southwest Florida Water Management District (SWFWMD), and the Florida Department of Transportation (FDOT) Standard Specifications, FDOT Roadway and Traffic Design Standards, FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook). Cross Creek Boulevard includes approximately 2.3 miles of improvements extending from Cory Lake Drive to Morris Bridge Road. It is expected that the improvements will generally consist of expanding the existing two-lane, undivided rural typical section to a 4-lane divided rural typical section with a 22-foot median, 12-foot travel lanes, a 6-foot stabilized inside shoulder and a 10-foot stabilized outside shoulder (5' paved) in both directions with an existing 6-foot sidewalk westbound and a 10-foot multi-use path eastbound.

2. **Assumptions**

Our services are based on the following assumptions.

- A. The plans under this agreement shall be prepared in English units of measure.
- B. It is assumed no additional right-of-way will be required for this project. All stormwater management ponds required for this project have been previously constructed by developers of properties adjacent to the project corridor. The Consultant will verify that the City of Tampa has a drainage easement at all of these locations. No right-of-way mapping will be required.

- C. Lighting is not part of this Scope of Services. TECO will be implementing lighting on the south side on the facility similar to the existing lighting on the northern section.
- D. All stormwater management ponds required for the subject project have been designed and permitted through the Southwest Florida Water Management District (SWFWMD) by developers of properties adjacent to the project corridor. Consultant will obtain necessary permit modifications of these existing permits as part of this Scope of Services.
- E. Wetland mitigation will not be required for this project. It is assumed that all existing surface water ditches will be replaced with the proposed surface water ditch configuration in kind. An Environmental Evaluation will be completed as required by SWFWMD. A resurvey of Gopher Tortoises and Sand Hill Cranes will also be implemented on the project.
- F. A Master Drainage Plan with SWFWMD permit references and a Construction Surface Water Management Plan along with all required documentation will be completed for this project.
- G. One Public Workshop will be required for this project. Graphic Preparation of aerial displays showing access management and typical sections for two stations, as well as attendance at the workshop, is included in this scope. The workshop will be organized and lead by the City of Tampa.
- H. The consultant will provide and keep current a project schedule to the City.
- I. Adjustments to the Morris Bridge Road signal are anticipated.
- J. Design exceptions will be submitted as required by the Florida Greenbook.
- K. Utility meetings for each phase submittal will be coordinated by the City of Tampa. The consultant shall attend and provide assistance in utility conflict and resolution as required.
- L. Transit shelters and bus turn-outs are not required.

3. **Objectives**

The Consultant shall prepare complete construction plans for all phases of construction within the project limits. Elements of work shall include survey, roadway design plans, traffic control plans, drainage design, environmental permits, signing and pavement markings, signalization

plans, special provisions, utility adjustment plans, cost estimates at all submittals, and all other work necessary and incidental to the completion of this project. Consultant shall coordinate permitting through the SWFWMD and FDEP.

4. **SERVICES**

A. **SURVEY SERVICES**

Provide a 2.3 mile topographic survey along Cross Creek Blvd from Corey Lake Drive to Morris Bridge Road. The survey limits will be between the north edge of pavement to the south right-of-way line and 25 feet beyond the south right-of-way line for elevations only. The survey will also include 600 feet west of Corey Lakes Drive between the north edge of pavement to the south edge of pavement and along Morris bridge road, 100 feet north and south of the intersection of Cross Creek Blvd, from right-of-way to right-of-way and 25' beyond the right-of-way for elevations. The survey will include all visible improvements and cross-sections every 100 feet and high and low points. A profile of driveways adjacent to Cross Creek Blvd will be included. The storm and sanitary sewer structures will include rim elevation, invert elevations, pipe size and type. The survey will include a DTM.

The survey measurements will be in feet and refer to the Florida State Plane Coordinate System, Transverse Mercator, West Zone, NAD 83/90 adjustment, and vertical datum in NAVD 88. The survey will be drawn to the City of Tampa's standards.

Horizontal and Vertical Control

- 1.) Recover horizontal and vertical control and setup GPS network.
- 2.) Set 43 control points with state plane coordinates.
- 3.) Recover benchmarks and run bench loop through control points.

Property corner location

Recover and locate a sufficient number of property corners to delineate right-of-way lines and property lines.

Baseline

Establish a recoverable baseline with points set at the beginning, end changes of direction, PC and PT of curves and at points every 1000 feet. Stations will be set at 100' intervals.

Cross-sections

Provide cross sections at 100' intervals and additional cross-sections at high and low points. Driveway half sections will be included.

Location Survey

Locate all visible improvements within the limits stated including pavement, sidewalks, power poles, driveways and markers for gas and other utilities.

Utility Survey

Provide top of structure elevations, invert elevations, pipe size and type of pipe information. The client will notify the utility companies and SLS will locate and delineate them on the survey. The color of the flag will be shown.

Soil Boring Locations

Provide the location of up to 50 soil borings with a ground elevation.

Services Not Included

Wetland location or delineation, location of non-visible utilities including water lines, gas lines or fiber optic cables or other items not specified above.

B. GEOTECHNICAL SERVICES

MC Squared, Inc. (MC²) will be responsible for providing geotechnical investigations to support the design of the project. Before beginning the investigation, MC² will prepare and submit an investigation plan to the City of Tampa Project Manager for approval. The investigation plan shall include, but not be limited to proposed locations and depths of borings proposed and any existing geotechnical information in the area from available sources.

Soil borings will be performed at maximum 100 foot intervals along areas of cut and minimal fill (less than 2 feet). Based on our review of previously developed plans, these locations exist between Sta. 119+00 and 140+00 or approximately 2100 feet. We will provide the borings along alternating sides of the proposed roadway in these areas. We will also provide borings at 500 foot intervals along the remainder of the project limits Sta. 140+00 to Sta. 239+40. The borings will be of sufficient depth to support the design and the number of borings shall be sufficient to analyze and classify the soils. Standard Penetration Test (SPT) boring(s) shall be taken at the proposed mast arm location(s) for foundation design. If unsuitable material is encountered and additional borings are required over those proposed herein, such additional work will be coordinated with the City of Tampa and will require approval prior to performing the work.

Based on our understanding of the project requirements, we propose to:

1. Conduct a visual reconnaissance of the project site. Review the USDA Soil Survey for Hillsborough County and the USGS topographic maps.
2. Clear Utilities in area of proposed borings by calling One Sunshine and other applicable utility agencies in the area.

3. Drill Standard Penetration Test (SPT) borings to provide design information for the proposed improvements. Based on the information provided, we will perform the following:

- Eight (8) at locations of proposed signalization mast arms to depths of 25 feet below existing ground surface. The mast arms will be performed at the intersections of Cross Creek Blvd. and Corey Lake Dr. (4) and Cross Creek Blvd. and the Fire Station (4):

We assume that clearing will not be required and that all borings are accessible with our truck mounted drilling equipment.

4. Perform a total of 22 hand auger borings at a frequency of one (1) per 100 feet of roadway to a depth of 5 feet below existing ground surface from Sta. 119+00 to Sta. 140+00. In addition, we will perform a total 20 hand auger borings at a frequency of one (1) per 500 feet of roadway to a depth of 5 feet below existing ground surface from Sta. 141+00 to Sta. 239+00.
5. Collect seven (7) LBR samples and provide LBR results for same for use in designing the new pavement. The samples will be collected at a frequency of 1 per half mile of roadway.
6. Visually examine all recovered soil samples in the laboratory. We will perform laboratory tests on selected representative samples to develop a soil legend for the project using the AASHTO soil classification system. The laboratory testing would likely include grain size analyses, Atterberg Limit testing, organic and natural moisture content determination.
7. Measure static water level in the boreholes and determine Seasonal High Water (SHW).

The data collected will be used in performing engineering evaluations, analyses, and for developing geotechnical recommendations in the following areas:

1. General assessment of area geology based on our past experience, study of geological literature and boring information.
2. General location and description of potentially deleterious materials encountered in the borings, which may interfere with future construction or performance, including existing fills or surficial organics.
3. Discuss critical design and/or construction considerations based on the soil and groundwater conditions developed from the boring.
4. Address the groundwater level in the borings and estimate seasonal high groundwater. Provide recommendations for de-watering if required.
5. Summary of subsurface conditions encountered including pavement and recommendations and for construction considerations.
6. Based on evaluations performed on the adjacent roadway widening project, the roadside ditches adequately control groundwater levels sufficient to protect the roadway. Therefore, an underdrain analysis is not included in this scope.

The field exploration will be performed by qualified engineering technicians and/or staff geologists. The evaluations will be performed and the report prepared by a licensed professional geotechnical engineer.

C. **ROADWAY PLANS**

1) **Engineering Evaluation**

Roadway Plans shall be prepared to include, but are not limited to: plotting of all survey data required for design, establishment of profile grades, key map, drainage maps, plan sheets, profile sheets, typical section sheets, summary of quantities, drainage structure detail sheets, drainage structure cross sections, driveway half sections, curb return profiles, side street profiles, cross section sheets (100' intervals including earthwork computations), maintenance of traffic plans, and utility adjustment plans. Submittals to the City will include phase submittals of 60%, 90%, 100% and Final Plans. Submittals to FDOT District 7 will follow the requirements for LAP projects of 60%, 100% and Final Plan submittals. All submittal will include a Summary of Quantities and an Engineer's Estimate. One (1) hard copy set of plans and a CD with a pdf of the plan set will be required at each submittal except the final submittal. A signed and sealed set, with CD of pdf and Autocad files will be required for the final submittal.

2) **Plan/Profile Sheets**

The Consultant shall develop plan/profile sheets at 1"=40' scale for the entire project limits. The Consultant shall show all lane lines for the entire plan portion of the roadway plans including all intersections. Directional arrows shall precede and follow the intersection proper. In addition, directional arrows should be indicated at the beginning and end of each sheet to provide for ease of reviewing. Profiles shall include all proposed ditch profiles as well as relevant drainage elements (trunk lines, cross drains) along the project corridor

3) **Cross Sections**

The Consultant shall develop cross sections at even 100' intervals at a 1"=20' horizontal scale and a 1"=10' vertical scale for the entire project limits. The Consultant shall show existing and proposed cross sectional elements on each cross section, along with Right-of-Way limits, Baseline of Survey, and existing utilities (if within the limits of new construction).

4) **Drainage Structure Cross Sections**

The Consultant shall develop drainage structure cross sections at a 1"=20' horizontal scale and a 1"=10' vertical scale for all locations where drainage structures are added or modified. The Consultant shall show existing and proposed cross sectional elements on each cross section, along with Right-of-Way limits, Baseline of Survey, and existing utilities (if necessary for conflict resolution).

5) **Curb Return Profiles and Side Street Profiles**

The Consultant shall develop curb return and side street profiles at a 1:40 scale to ensure proper drainage and tie in conditions occur at all side streets (if required). The Consultant shall show existing and proposed elements on each profile.

6) **Driveway Connections**

The Consultant shall prepare and furnish driveway half-sections and all driveway profiles, existing and proposed, within the project limits. These profiles should be a separate component under the index of roadway plans through Final Plans. The ratio should be similar to that required of intersection profiles. These sheets should appear behind the cross sections.

All slopes and grade breaks shall be included on each section. They shall be established in accordance with the current Roadway and Traffic Design Standards as well as current Access Management Rules unless otherwise justified. These will remain for all submittals, beginning at the 60% Submittal and including Final Plans. Submittals up to Final Submittal may indicate the type of property (e.g., service station, single family residence, etc.) for analysis and development of proposed driveway attributes.

7) **Utility Adjustment Sheets**

The Consultant shall develop utility adjustment sheets at 1"=40' scale for the entire project limits. The Consultant shall show all existing utilities as obtained through the utility entities. All minor proposed adjustments to the City of Tampa facilities required for this project will also be included in these sheets.

8) **Public and Alternative Transportation Services**

The Consultant will be responsible for integrating current ADA policies into the development of the roadway plans as needed.

The Consultant will consider (as a minimum) the following:

- Incorporate pedestrian/bicycle amenities proactively in accordance with applicable standard typical sections.
- Provide curb cuts, wheelchair ramps and landing pads to comply with ADA.
- Provide appropriate signing and markings to accommodate pedestrian and bicycle provisions throughout the project.

D. **DRAINAGE SERVICES**

1) **Drainage Design**

The Consultant will perform complete drainage investigations and analyses necessary to prepare a stormwater management design that will comply with City of Tampa and SWFWMD design criteria. Services include the review of the permitted and constructed detention ponds, cross drains, side drains to ensure conformance with City of Tampa standards as best practical. It is understood that the existing stormwater management system was designed in accordance with Hillsborough County and SWFWMD standards in affect at the time of plan approval.

2) **Stormwater Management**

The drainage design shall demonstrate conformance with approved design criteria for stormwater treatment and attenuation as approved by Hillsborough County and SWFWMD. Pursuant to our previous meetings with Water Management staff, it is anticipated no adjustments to the stormwater facilities will be required and no additional facilities designed as part of this scope of work.

- Confirm the volume of stormwater to be treated and attenuated in each detention pond conforms with permitted criteria.
- Prepare sufficient documentation, plans and exhibits to facilitate permit modifications through SWFWMD.
- Floodplain mitigation will not be required for this project.

3) **Existing Facilities**

The Consultant shall assess the condition of all side drains, cross drains, and drainage under the roadway area and make recommendations concerning replacement/upgrade or removal of such facilities (if warranted). Drainage structures shall be assessed and designed to meet clear zone requirements. The Consultant shall also indicate if desilting of the existing pipes, culverts, etc. is required for those to be left in service. Culverts that warrant replacement shall be indicated in the construction plans.

4) **Agency Coordination**

The Consultant shall provide the City and FDOT with complete copies of all permit packages submitted to the environmental agencies including a copy of the cover letter (detailing contents of the submittal) prepared by the Consultant. In addition, the Consultant shall provide copies of all correspondence transmitted and received and copies of any other sketches, plans, details or other information provided to the environmental agencies during the permitting process.

E. **SIGNING AND PAVEMENT MARKING**

The Consultant shall provide signing and pavement marking design plans with advance street name signs for signalized intersections at Cory Lake Drive, Fire Station, and Morris Bridge Road. Additional ground mounted sign panels will be provided at other locations (post office).

F. **SIGNALIZATION**

1) **Intersections**

The Consultant shall provide signalization design plans with steel strain poles and provide full pedestrian features at the following intersections:

- Cory Lake Drive,
- Fire Station No 21 (excluding pedestrian features), and
- Morris Bridge Road (replace damaged loops, pull boxes, conduit and relocate signal heads).

*The Consultant shall evaluate the existing signal pole placements at Morris Bridge Road and document the poles are outside the clear zone. If the poles are determined to be within the clear zone, an additional service task will be required to design the signal. Structurally checking the existing signal system or replacing the signal system is **not** included.

2) **ITS**

The Consultant shall provide ITS design plans to include:

- Wireless communication between Cross Creek Blvd./ Cory Lakes Blvd. and Cross Creek Blvd./ Morris Bridge Rd. and between Cross Creek Blvd./ Highland Oaks Dr. and Cross Creek Blvd./ Bruce B Downs Blvd.
- Underground fiber communication to be provided between Cory Lakes Blvd and Kinnan St. along Cross Creek Blvd.
- A CCTV camera to be provided at Cross Creek Blvd. and Cory Lakes Blvd. intersection including camera, 80' pole, cabinet and grounding.

3) **Structures**

The Consultant will provide Structural Design of signalization systems at the following locations:

- Cross Creek Blvd at Cory Lake Drive: Four pole, single point, concrete strain pole system, with an estimated span length of 142'. Sign supports for miscellaneous pedestrian features and other appurtenances are not included in the design fees.

- Cross Creek Blvd. at Fire Station No. 21: Four pole, single point, concrete strain pole system, with an estimated span length of 142'. Sign supports for miscellaneous pedestrian features and other appurtenances are not included in the design fees.
- Cross Creek Blvd at Morris Bridge Road: This intersection is **not** included in the design fees. If the poles are determined to be within the clear zone, an additional service task will be required to design the strain pole system.
- CCTV Camera Pole design.
- Install LED type internally illuminated overhead street name sign with block numbers at Cory Lake Drive.

G. PERMITTING COORDINATION SERVICES

1) SWFWMD

- 1.1 Consultant shall verify all jurisdictional wetland delineations within the project corridor and shall coordinate with regulatory agencies to ensure that design efforts are properly directed toward approved and permitted conditions
- 1.2 Consultant shall notify Client of all scheduled meetings with regulatory agencies and shall copy Client on all permit-related correspondence and meetings.
- 1.3 Consultant shall be responsible to coordinate any agency field reviews.
- 1.4 All wetland impacts have already been approved, impacted and mitigation completed to the satisfaction of SWFWMD and HCEPC. No further wetland impacts are considered or planned for this project.
- 1.5 Consultant shall prepare appropriate forms and shall complete the preparation of any background documentation such as drainage modeling input and output and explanatory exhibits necessary to support an application for an ERP for this project. ERP permitting for the Project shall be in the name of the Client and signed by the City of Tampa Transportation Division. Consultant shall provide the required number of applications, with all supporting materials, for signature by the Client, with identification of the Consultant's contact person for resolving questions, along with documentation of permit fees. The package shall be submitted to the Client's designated project manger or point of contact. Client shall sign the permit application, produce the review fee check and deliver the package to SWFWMD for processing.
- 1.6 Consultant shall respond to comments from SWFWMD during processing of the ERP, and shall revise and resubmit permitting packages as necessary.
- 1.7 Consultant shall coordinate with adjacent development properties' owners to modify their respective ERPs as necessary to accommodate any drainage or

mitigation system modifications as may be required to facilitate the implementation of the Project.

2) Florida Department of Environmental Protection

2.1 Consultant shall pursue all Florida Department of Environmental Protection (FDEP) permits as necessary to facilitate the utility adjustments required for the project.

2.2 Consultant shall respond to comments from the reviewing agencies during processing of the water and sewer adjustment permits, and shall revise and resubmit permitting packages as necessary.

5. **GOVERNING PROVISIONS FOR WORK**

A. **Geotechnical Services**

All Geotechnical Services will be performed in accordance with City of Tampa and FDOT standards or as otherwise directed by the City of Tampa.

B. **Roadway Plans**

All plans shall be submitted in AutoCAD version 2007 or higher, in accordance with the latest standards adopted by ASSHTO, FDOT Standard Specifications, FDOT Roadway and Traffic Design Standards (except storm water structures which will meet City of Tampa Standards), FDOT current memorandums, FDOT Flexible Pavement Design Manual and/or the Jointed Plain Concrete Pavement Design Manual, the FDOT Basis of Estimates Manual, the Florida Greenbook and City of Tampa requirements. Plans shall be accurate, legible, complete in design, and drawn to the appropriate scale, furnished in reproducible form on material acceptable to the City. Where practical, the original approved Phase 1 plans will be adjusted, including title block, text information and other graphic information, and used in the project plan set. A project layout sheet and drainage structure sections shall be included in the plans.

C. **Signing and Pavement Marking**

All plans shall be submitted in AutoCAD version 2007 or higher, in accordance with the latest standards adopted by ASSHTO, FDOT Standard Specifications, FDOT Roadway and Traffic Design Standards, FDOT current memorandums, MUTCD, the FDOT Basis of Estimates Manual, and City of Tampa requirements. Plans shall be accurate, legible, complete in design, and drawn to the appropriate scale, furnished in reproducible form on material acceptable to the City.

D. **Signalization**

All plans shall be submitted in AutoCAD version 2007 or higher, in accordance with the latest standards adopted by ASSHTO, FDOT Standard Specifications, FDOT Roadway and Traffic Design Standards, FDOT current memorandums, MUTCD, the FDOT Basis of Estimates Manual, and City of Tampa requirements. Plans shall be accurate, legible, complete in design,

and drawn to the appropriate scale, furnished in reproducible form on material acceptable to the City.

E. **ITS**

All plans shall be submitted in AutoCAD version 2007 or higher, in accordance with the latest standards adopted by ASSHTO, FDOT Standard Specifications, FDOT Roadway and Traffic Design Standards, FDOT current memorandums, FDOT Plans Preparation Manual, MUTCD, the FDOT Basis of Estimates Manual, and City of Tampa requirements. Plans shall be accurate, legible, complete in design, and drawn to the appropriate scale, furnished in reproducible form on material acceptable to the City.

F. **Structures**

The design of structural components shall be based on the latest edition of the Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals (LTS-5), as modified by the Structures Design Guidelines (SDG) and shall be in accordance with FDOT Standards and Specifications.

G. **American with Disabilities Act (ADA)**

All pedestrian features included in this project shall be designed in full compliance to the American with Disabilities Act (ADA).

6. **ADDITIONAL ITEMS**

The following items are not expected to be required, but if necessary, will be based on an upset limit as defined on the attached fee schedule:

- A. Subsurface Utility Exploration may be required for the proposed signal strain poles at the intersections of Cory Lake Drive and Fire Station No. 21. If necessary, the following items are included:
- Conduct a search of the subject site for evidence of the existing utilities identified. Sweep the signal pole locations using standard electromagnetic and ground penetrating radar techniques.
 - Mark on the surface (paint and flag) the approximate horizontal alignment of any facilities found.
 - Perform a vacuum excavation test hole to confirm the facility, expose and provide a measured depth.
 - Mark the location, provide field report, sketch and digital field photos documenting the test hole.
 - Perform a vacuum excavation test hole to confirm the proposed CCTV camera pole location.

- B. Consultant shall prepare appropriate FDEP forms and shall complete the preparation of any background documentation necessary to support FDEP applications for water distribution systems or wastewater collection/transmission systems if necessary for utility adjustments. FDEP water and sewer permitting for the Project shall be in the name of the Client and signed by the City of Tampa Transportation Division. Consultant shall provide the required number of applications, with all supporting materials, for signature by the Client, with identification of the Consultant's contact person for resolving questions, along with documentation of permit fees. The package shall be submitted to the Client's designated project manager or point of contact. Client shall sign the permit application, produce the review fee check and deliver the package to the appropriate reviewing agency for processing. It is assumed there will be no more than 2 conflict locations used to establish an upset limit value.
- C. In the case of water distribution systems, the appropriate reviewing agency to which packages shall be addressed is the Florida Department of Health and Rehabilitative Services (Hillsborough County Health Department). In the case of sewage transmissions systems, the appropriate reviewing agency to which packages shall be addressed is the Hillsborough County Environmental Protection Commission (EPC).

7. WORK SPECIFICALLY EXCLUDED FROM THIS CONTRACT

- A. Right-of-way Mapping.
- B. Lighting Plans.
- C. Agency permit review fees shall be provided by Client.
- D. Any services not specifically addressed herein.

REIMBURSIBLE EXPENSES

Included in the scope of services are usual and customary reimbursable expenses, such as mileage and parking fees for meeting attendance, long distance telephone calls, postage, document reproduction costs and printing costs. Document reproduction costs and printing costs shall be limited to those necessary for permit packages and client copies.

Client is responsible for review/permit fees required by governmental agencies.

8. SUMMARY

The scope is limited to the task items described herein. The term "The Client" shall refer to the City of Tampa. The term Consultant refers to Heidt Design, LLC, the prime design consultant, and its sub-consultants.



**HEIDT
DESIGN**

*Civil Engineering · Planning & GIS
Transportation Engineering
Ecological Services · Landscape Architecture*

EXHIBIT B FEE SCHEDULE

December 9, 2010

Mr. Jim Burnside
City of Tampa - Transportation
City Hall Plaza
306 E. Jackson Street
Tampa, FL 33602

RE: Cross Creek Boulevard – from Cory Lake Drive to Morris Bridge Road
Fee Proposal for Completion of Construction Plans

Dear Mr. Burnside:

Below is a fee schedule summary for the complete design of Cross Creek Boulevard as detailed in Exhibit A - Scope of Services. Also attached are additional details supporting the totals below.

COMPENSATION BREAKDOWN

Task Number	Description	Fee Type	Fee Amount
HEIDT DESIGN FEES			
1	Phase 2 (60%) Design Plan Submittal	Lump Sum	\$124,936
2	Phase 3 (90%) Design Plan Submittal	Lump Sum	\$74,961
3	Phase 4 (100%) Design Plan Submittal	Lump Sum	\$24,987
4	Final Design Plan Submittal	Lump Sum	\$24,987
HEIDT DESIGN SUB-TOTAL		Lump Sum	\$249,871



HEIDT DESIGN

*Civil Engineering · Planning & GIS
Transportation Engineering
Ecological Services · Landscape Architecture*

SUB-CONSULTANT FEES

5	ICON Consultant Group, Inc.	Lump Sum	\$110,822
6	Suncoast Land Surveying, Inc.	Lump Sum	\$68,500
7	MC Squared, Inc.	Upset Limit	\$19,633
8	Scheda Ecological Associates	Lump Sum	\$6,070

SUB-CONSULTANT SUB-TOTAL		Lump Sum	\$205,025
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LUMP SUM FEE TOTAL		Lump Sum	\$454,896
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POTENTIAL ADDITIONAL ITEMS (UPSET LIMIT)

9	SUE	Upset Limit	\$10,400
10	FDEP Utility Adjustments (2 Conflict Locations)	Upset Limit	\$15,000

UPSET LIMIT SUBTOTAL		Upset Limit	\$25,400
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FEE TOTAL			\$480,296
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We greatly appreciate the opportunity to work with you and the City of Tampa. Should you have any questions, please call (813)-253-5311.

Sincerely,

Tim Plate, P.E.
Senior Vice President
Heidt Design

HIGHWAY PLANS NEGOTIATED WORK EFFORT

Financial Project Number: N/A WPI Number: N/A Date: 11/24/2010 Project Name: Cross Creek Manhour Estimate.xls
 Name of Consultant: Heidt Design, LLC FAP Number: N/A Cross Creek Boulevard

WORK ACTIVITY	EMPLOYEE JOB CLASSIFICATION										TOTAL FEES																			
	PROJECT MANAGER	SENIOR ENGINEER	ENGINEER	ADMINISTRATIVE ASSISTANT	SENIOR CADD TECH	CADD TECH.																								
	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS		HOURS																		
ROADWAY PLANS	\$9,750	\$26,940.00	\$18,858.00	\$3,300.00	\$4,350.00	\$3,600.00						\$66,798																		
TRAFFIC CONTROL PLANS	\$1,495	\$4,140.00	\$2,898.00	\$506.00	\$667.00	\$552.00						\$10,258																		
DRAINAGE SERVICES	\$1,170	\$3,240.00	\$2,268.00	\$396.00	\$522.00	\$432.00						\$8,028																		
UTILITIES	\$455	\$1,260.00	\$882.00	\$154.00	\$203.00	\$168.00						\$3,122																		
COMMUNITY AWARENESS	\$455	\$1,320.00	\$924.00	\$154.00	\$203.00	\$168.00						\$3,224																		
PROJECT MANAGEMENT	\$780	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						\$780																		
TOTALS	\$14,105.00	\$36,900.00	\$25,830.00	\$4,510.00	\$5,945.00	4920						\$92,210																		
Field Survey Estimate: <table style="margin-left: 20px; border-collapse: collapse;"> <tr> <td colspan="2">Range</td> <td></td> </tr> <tr> <td>From</td> <td>To</td> <td></td> </tr> <tr> <td>0</td> <td>0</td> <td>3-man crew days</td> </tr> <tr> <td>0</td> <td>0</td> <td>4-man crew days</td> </tr> <tr> <td>0</td> <td>0</td> <td>5-man crew days</td> </tr> <tr> <td>0</td> <td>0</td> <td>TOTAL CREW DAYS</td> </tr> </table>											Range			From	To		0	0	3-man crew days	0	0	4-man crew days	0	0	5-man crew days	0	0	TOTAL CREW DAYS		0
Range																														
From	To																													
0	0	3-man crew days																												
0	0	4-man crew days																												
0	0	5-man crew days																												
0	0	TOTAL CREW DAYS																												
(Prime or Subconsultants) Survey Office/Supervision Manhours											0																			
Subconsultant Manhours											0																			
Total Manhours Estimate											\$92,210																			
OVERHEAD											118619																			
OPERATING MARGIN											27663																			
FCCM(Facilities Capital Cost Money)											894																			
EXPENSES											10484																			
TOTAL ESTIMATED FEE											\$249,871																			

- (1) Excludes All Alternate Bridge Designs, if any
- (2) Does not include work to be performed which utilizes billing rates such as Geotechnical or direct expenses (e.g. aerial photography)
- (3) On CADD percentage total is weighted

ESTIMATE OF WORK EFFORT AND COST - ICON CONSULTANT

Name of Project: Cross Creek Blvd from Coy Lake Drive to Morris Bridge Rd
 County: City of Tampa
 FPN: 0
 FAP No.: 10/1000

Consultant Name: ICON
 Consultant No.: ICON
 Date: 12/5/2010
 Estimator: M. Scholmer

Staff Classification	Hours From Summary - Firm	Chief Engineer	Project Manager	Senior Engineer	Project Engineer	Engineer	Designer	Senior Technician	Technician	Chemical	Non-Std Class.	Non-Std Class.	Non-Std Class.	Salary Cost By Activity	Average Rate Per Task
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
6. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
8. Environmental Permits, Compliance & Clearance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
9. Structures - Misc. Tents, Dugs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
19. Signing & Pavement Marking Analysis	297	24	0	45	0	104	58	0	58	6	0	0	0	297	\$10,750
20. Signing & Pavement Marking Plans	110	9	17	17	0	39	22	0	22	2	0	0	0	111	\$4,025
21. Signalization Analysis	215	17	0	54	0	75	43	0	215	4	0	0	0	215	\$4,438
22. Signalization Plans	48	4	0	12	0	17	10	0	5	1	0	0	0	48	\$1,925
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
30. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
33. Intelligent Transportation Systems Analysis	48	7	0	26	0	31	18	0	6	0	0	0	0	48	\$40,74
34. Intelligent Transportation Systems Plans	107	8	0	32	0	37	21	0	7	0	0	0	0	106	\$4,355
Total Staff Hours	865	70	0	184	0	295	173	0	121	13	0	0	0	864	\$33,079.33
Total Staff Cost	\$5,553.10	\$0.00	\$8,210.72	\$4,804.43	\$2,108.53	\$21.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,079.33	\$38.28

Check = \$33,079.33

157.84%
 30%
 0.988%
 4.39%
 4-person crew / day

Subcontract: WGI for SLE
 Subcontract: HNTB Structures
 Subcontract: Sub 3
 Subcontract: Video

SUBTOTAL ESTIMATED FEE:
 Geotechnical Field and Lab Testing
 SUBTOTAL ESTIMATED FEE:
 Other Services

GRAND TOTAL ESTIMATED FEE:

SALARY RELATED COSTS:
 OVERHEAD:
 OPERATING MARGIN:
 FCM (Facilities Capital Cost Money):
 EXPENSES:
 Survey (Field - If by Prime)
 SUBTOTAL ESTIMATED FEE:
 Subcontract: HNTB Structures
 Subcontract: Sub 3
 Subcontract: Video

Notes:
 1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
 2. Manually enter fee from each subcontractor. Unused subcontractor rates may be hidden.

Attachment A
Schedule of Services and Fees
Cross Creek Blvd.; Cory Lakes Dr. to Morris Bridge Rd.
City of Tampa, Florida
MC² Proposal No. T061001.102
11/22/2010

	Quantity	Unit	Unit Rate	Total Cost
<u>I. FIELD INVESTIGATION</u>				
1. Mobilization of Men & Equipment (roadway & signals)	2	Trip	\$ 425.00	\$ 850.00
2. Support Vehicle	2	Trip	\$ 55.00	\$ 110.00
3. Standard Penetration Test (SPT) borings 0 to 50 Feet Deep				
Roadway (assume none required)	0	L. F.	\$ 11.75	\$ 0.00
Drainage Structures - assume none required	0	L. F.	\$ 11.75	\$ 0.00
Stormwater Ponds/Ditches - assume none required	0	L. F.	\$ 11.75	\$ 0.00
Signal Mast Arms (7 @ 25 ft = 175 ft)	175	L. F.	\$ 11.75	\$ 2,056.25
Total	175			
4. Seal Boreholes with Cement/Bentonite 0 to 50 Feet Deep	175	L. F.	\$ 5.25	\$ 918.75
5. Casing 0 to 50 Feet Deep	0	L. F.	\$ 6.50	\$ 0.00
6. Hand/Power Auger Borings	0	Each	\$ 9.00	\$ 0.00
Roadway (42 @ 5 ft. = 210 ft.)	210	L. F.	\$ 9.50	\$ 1,995.00
Ditches (none required)	0	L. F.	\$ 9.50	\$ 0.00
7. Double Ring Infiltrometer (DRI) test (none required)	0	Each	\$ 475.00	\$ 0.00
8. Muck Probes (assume none required)	0	Day	\$ 900.00	\$ 0.00
9. Pavement Cores	0	Each	\$ 200.00	\$ 0.00
(assume none required)	0	Each	\$ 150.00	\$ 0.00
10. TCP for Borings	0.5	Day	\$ 1,000.00	\$ 500.00
11. Miscellaneous/Reproductions, etc.	1	LS	\$ 300.00	\$ 300.00
SUBTOTAL FIELD EXPLORATION				\$ 6,730.00
<u>II. LABORATORY TESTING</u>				
1. Visual Classification/stratify 1 set = 5 feet	77	Per Set	\$ 4.00	\$ 308.00
2. Natural Moisture Content	20	Test	\$ 8.00	\$ 160.00
3. Grain Size Analysis - Full gradation	10	Test	\$ 60.00	\$ 600.00
4. Grain Size Analysis - Single Sieve	20	Test	\$ 35.00	\$ 700.00
5. Organic Content Tests	10	Test	\$ 40.00	\$ 400.00
6. Atterberg Limit Tests	10	Test	\$ 95.00	\$ 950.00
7. Environmental tests (pH, sulfates, chlorides, resistivity)	0	Test	\$ 175.00	\$ 0.00
8. LBR Tests (assume 3/mile of project)	7	Test	\$ 325.00	\$ 2,275.00
SUBTOTAL LABORATORY TESTING				\$ 5,393.00
<u>III. ENGINEERING SERVICES</u>				
1. Senior Project Engineer	8	Hour	\$ 130.00	\$ 1,040.00
2. Project Manager	16	Hour	\$ 110.00	\$ 1,760.00
3. Staff Engineer	28	Hour	\$ 90.00	\$ 2,520.00
4. CAD Technician	15	Hour	\$ 65.00	\$ 975.00
5. Engineering Technician	18	Hour	\$ 50.00	\$ 900.00
6. Clerical	7	Hour	\$ 45.00	\$ 315.00
Total Hours	92			
SUBTOTAL ENGINEERING SERVICES				\$ 7,510.00
TOTAL FIELD AND LABORATORY SERVICES				\$ 12,123.00
TOTAL BASIC SERVICES				\$ 19,633.00



Suncoast Land Surveying, Inc.

111 For

Tel: (813) 854-1342 Fax: (813) 855-6890

Email: slsurvey@tampabay.fl.com

PROPOSAL

Mr. Tom Sullivan, P.E.
Heidt Design
5806-B Breckenridge Parkway
Tampa, FL 33610

November 23, 2010

RE: Cross Creek Blvd. City of Tampa

Dear Mr. Sullivan:

We are pleased to provide the following proposal for the above referenced project:

SCOPE OF SERVICE:

Provide a 2.3 mile topographic survey along Cross Creek Blvd from Corey Lake Drive to Morris Bridge Road. The survey limits will be between the north edge of pavement to the south right-of-way line and 25 feet beyond the south right-of-way line for elevations only. The survey will also include 600 feet west of Corey Lakes Drive between the north edge of pavement to the south edge of pavement and along Morris bridge road, 100 feet north and south of the intersection of Cross Creek Blvd, from right-of-way to right-of-way and 25' beyond the right-of-way for elevations. The survey will include all visible improvements and cross-sections every 100 feet and high and low points. A profile of driveways adjacent to Cross Creek Blvd will be included. The storm and sanitary sewer structures will include rim elevation, invert elevations, pipe size and type. The survey will include a DTM and contours.

The survey measurements will be in feet and refer to the Florida State Plane Coordinate System, Transverse Mercator, West Zone, NAD 83/90 adjustment, and vertical datum in NAVD 88. The survey will be drawn to the City of Tampa's standards.

Hourly not to exceed \$68,500

Professional Land Surveyor (PLS):	\$75/hour
Survey crew:	\$125/hour
Cad Tech:	\$55/hour
Reproduction fees:	\$500

All surveys will include an electronic copy on disk along with 12 signed and sealed surveys.

Please call me if you have any questions. We look forward to working with you in the near future.

Sincerely,

Kelly O. McClung, PLS
Vice-President

Detailed Scope Of Service

Horizontal and Vertical Control

- 1.) Recover horizontal and vertical control and setup GPS network.
- 2.) Set 43 control points with state plane coordinates.
- 3.) Recover benchmarks and run bench loop through control points.

Property corner location

Recover and locate a sufficient number of property corners to delineate right-of-way lines and property lines.

Baseline

Establish a recoverable baseline with points set at the beginning, end changes of direction, PC and PT of curves and at points every 1000 feet. Stations will be set at 100' intervals.

Cross-sections

Provide cross sections at 100' intervals. Provide ½ cross-sections on drive ways.

Location Survey

Locate all visible improvements within the limits stated including pavement, sidewalks, power poles, driveways and markers for gas and other utilities.

Utility Survey

Provide top of structure elevations, invert elevations, pipe size and type of pipe information. The client will notify the utility companies and SLS will locate and delineate them on the survey. The color of the flag will be shown.

Soil Boring Locations

Provide the location of up to 50 soil borings with a ground elevation.

Services Not Included

Wetland location or delineation, location of non-visible utilities including water lines, gas lines or fiber optic cables or other items not specified above.

Exhibit "C"

Client#: 12964

HEIDDES3

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/20/2010


PRODUCER ISU Suncoast Insurance Assoc P.O. Box 22668 Tampa, FL 33622-2668 813 289-5200		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Heidt Design, LLC 5806-B Breckenridge Parkway Tampa, FL 33610		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Travelers Indemnity Company of	25682
		INSURER B: Travelers Indemnity Company	25658
		INSURER C: Travelers Casualty and Surety C	1903R
		INSURER D: XL Specialty Insurance Company	37885
		INSURER E: Phoenix Insurance Company	25623

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRG	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	6800338P856	09/24/10	09/24/11	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (EA occurrence)	\$300,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMPOP AGG	\$2,000,000
E		AUTOMOBILE LIABILITY <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA0340P170	09/24/10	09/24/11	COMBINED SINGLE LIMIT (EA accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
B	X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	CUP3318T031	09/24/10	09/24/11	EACH OCCURRENCE	\$3,000,000
						AGGREGATE	\$3,000,000
							\$
							\$
							\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB3317T962	09/24/10	09/24/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
D		OTHER Professional Liability	DPR9686740	09/24/10	09/24/11	\$1,000,000 per claim \$1,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The City of Tampa is listed as additional insured as respects the Commercial General Liability and Excess Liability policies. Professional Liability is written on a claims made and reported basis.

CERTIFICATE HOLDER The City of Tampa Attn: Michael Dyer, Public Works/ Contract Administration 306 East Jackson Street Tampa, FL 33602	CANCELLATION 10 Days for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

injury" or "property damage" occurs, or the "personal injury" offense is committed.

- D. The following definition is added to **DEFINITIONS (Section V)**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage"

COMMERCIAL GENERAL LIABILITY occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) Solicited Form

This form must be submitted with all bids or proposals. All subcontractors solicited and subcontractors from whom unsolicited quotations were received must be included on this form. The instructions that directly follow are for the form heading information pertaining to the project and prime.

Contract No. This is the number assigned by the City of Tampa for the bid or proposal

Contract Name. This is the name of the contract assigned by the City of Tampa for the bid or proposal.

Contractor Name. The name of your business.

Address. The physical address of your business.

Federal ID. FIN. A number assigned to your business for tax reporting purposes.

Phone. Telephone number to contact business.

Fax. Fax number for business.

Email. Provide email address for electronic correspondence.

No Subcontracting Opportunities existed for this Contract. Checking the box indicates that your business will not use subcontractors and will self-perform all work. If during the administration of the contract you use subcontractors, the "Sub-(Contractors/Consultants/Suppliers) Payments" form must be submitted with your invoices.

No Firms were contracted because. Provide brief explanation as to why no subcontractor were used.

See attached documents. Check if you have provided any additional documentation relating to the payment data.

The following instructions are for information of any and all subcontractors solicited.

SLBE. Enter "S" for firms Certified by the City of Tampa as Small Local Business Enterprises. Change order.

Federal ID. FIN. A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.

Company Name, Address, Phone & Fax. Provide company information for verification of payments.

Type of Ownership. Indicate the Ethnicity and Gender of the owner of the subcontracting business.

Trade, Services, or Materials Indicate the trade, service, or material provided by the subcontractor.

NIGP codes are listed at top section of document.

Contract Method L=letter, F=fax, E=Email, P=Phone. Indicate with letter the method of soliciting for bid.

Quote or Resp. (response) Rec'd (received) Y/N. Indicate "Y" Yes if you received a quotation or if you received a response to your solicitation. Indicate "N" No if you received no response to your solicitation from the subcontractor.

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