

RESOLUTION NO. 2009- 87

**A RESOLUTION AUTHORIZING AN AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF TAMPA AND TINDALE-OLIVER & ASSOCIATES, INC., IN THE AMOUNT OF \$178,823.00, FOR CERTAIN PROFESSIONAL ENGINEERING SERVICES PERTAINING TO CONTRACT 08-D-00052, CITYWIDE TRUCK ROUTE STUDY, PROJECT NO. PW7034; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF TAMPA; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Tampa (CITY) has a need for certain professional civil engineering services pertaining to the Citywide Truck Route Study and desires to utilize the services of Tindale-Oliver & Associates, Inc. (CONSULTANT) to provide such professional services; and

WHEREAS, CONSULTANT desires to provide such professional engineering and technical services and is willing and able to undertake the work in accordance with this Agreement; and

WHEREAS, the selection of this firm was in compliance with the Requirements of the "Consultants Competitive Negotiations Act"; and

WHEREAS, compensation for services shall be not exceed \$178,823.00 as described in Section V 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:

Section 1. That the Agreement between the City of Tampa, Florida and Tindale-Oliver & Associates, Inc., for provision of professional engineering services pertaining to Contract 08-D-00052, Citywide Truck Route Study, PW7034, 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. That the Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk to attest and affix the official seal of the City of Tampa to, said Agreement on behalf of the City of Tampa.

Section 3. That funds for payment of services to be provided under said Agreement in the amount of \$178,823.00 shall be available in the Budget of the City of Tampa for the Fiscal Year ending September 30, 2009, Account No. PW0536GHX-06305, Project No. PW7034.

Section 4. That 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 JAN 22 2009

ATTEST:

Shirley Fox-Krawles  
City Clerk/Deputy City Clerk

Donald Scott  
Chairman/~~Chairman Pro Tem~~, City Council

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

V2009-2

## **AGREEMENT FOR CONSULTANT SERVICES**

**THIS AGREEMENT**, made and entered into at Tampa, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2009, 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 Tindale-Oliver & Associates, Inc., a corporation chartered and existing under the laws of the State of Florida, hereinafter referred to as "CONSULTANT", the address of which is 1000 North Ashley Drive, Tampa, Florida 33602.

### **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 Contract 08-D-00052, Citywide Truck Route Study, PW7034 "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 therefor.

**V. COMPENSATION**

The CITY shall compensate the CONSULTANT for the services performed with this Agreement a lump sum (by task) of \$178,823.00 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 Tampa 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:

TINDALE-OLIVER & ASSOCIATES, INC.

By: \_\_\_\_\_  
Steve Tindale, P.E (SEAL)  
Corporate Secretary

By: \_\_\_\_\_  
William E. Oliver, P.E., PTOE  
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. 2009-\_\_\_\_



## EXHIBIT "A"

### City of Tampa Truck Route Study Scope of Work

January 6, 2009

Tindale-Oliver & Associates, Inc. (the "Consultant" or "TOA") will evaluate the existing City of Tampa Truck Routes to ensure adequate coverage for truck travel throughout the City limits. This study is necessary to ensure connectivity of truck travel both through and across the City. New roadways that have been built within the City will be assessed for their potential addition to the Truck Route System as necessary. It is not the intention of this study to remove roadways from the Truck Route System and, in fact, some existing roadways may have to be designated as truck routes to ensure adequate freight movement in areas currently with insufficient coverage. The Consultant will endeavor to balance the needs of the residential areas in this update to the existing City Truck Route Map and associated, existing, applicable City of Tampa municipal code(s), ordinance(s), technical standard(s) and manual(s) and definition(s) of "truck" to include the Draft Tampa Comprehensive Plan. The Consultant will consider documented research as it may apply in the performance of this Citywide Truck Route Study.

Per Florida Statute 316.003 (FS316.003) a "truck" is defined as a motorized vehicle primarily used for the transportation of property. The regulation of roadways by local governments is addressed in FS316.008. Truck regulation is based on paragraph FS316.003(n), "prohibiting or regulating the use of heavily traveled streets by any class or kind of traffic found to be incompatible with the normal and safe movement of traffic". For this study the Consultant will prepare a more specific "regulated truck" definition, a defensible methodology for altering the designated truck routes, an updated City of Tampa Truck Route Map, recommended changes to the various associated municipal code(s),

ordinance(s), technical standard(s), manual(s), signage guidance and a summary report of the final findings.

The Consultant will complete the scope of work through the following tasks:

- 1) Related Documents Review
- 2) Stakeholder Meetings/Interviews
- 3) City of Tampa "Regulated Truck" Definition
- 4) Data Collection on potential roads to be evaluated/impacted/changed
- 5) Analysis of specific routes as needed to determine Physical Characteristics,/Issues/Concerns/Recommendations
- 6) Updated Truck Route Map: Draft and Final
- 7) Recommend changes to Municipal Code(s), Ordinance(s) and Technical Standard(s)
- 8) Report/Findings Presentations to applicable parties
- 9) Recommendations for Positive Truck Route Guidance/Signage
- 10) Creation of Web Based Truck Routing Application Concept/Approach
- 11) Summary Report

### **Task 1 - Related Document Review**

Related Studies - The consultant will review and summarize the relevant findings of related local studies and will identify national "best practices" for local truck route studies. It is expected that this review will include but not be limited to the following studies:

- Hillsborough County MPO Truck Route Study (1994)
- Hillsborough County Truck Route Plan Updates (2003 and 2008)
- FDOT D7 Freight Mobility Study (URS 2005)
- City of Tampa Port Tampa Truck Study (URS 2005)

In addition the consultant will do a web based search for city truck route best practices both nationwide and abroad that have included positive guidance and automated routing features. As a basis for this best practice review, we will make contact with 3-5 major delivery firms such as FedEx, Yellow and others to get input and direction regarding innovative or unique approaches to truck routing.

Other municipality truck ordinances – The consultant will get ordinances from 10-12 other major cities/municipalities (FL and other) to use as benchmarks in

evaluating the current City of Tampa Truck Route ordinance(s). Using the other documents a list of typical provisions will be developed for quick reference.

## **Task 2 – Stakeholder Meetings/Interviews**

Stakeholder Meetings/Interviews – The Consultant will coordinate with the City Project Manager to develop a list of stakeholders including a trucking industry representative and local law enforcement agencies. The Consultant will request that the City modify the customer service website to have a separate category for truck traffic complaints and/or will query and geo-code customer service requests data records provided by the City to assess truck/neighborhood conflicts. The stakeholder meetings/interviews will also be used to identify routing and geometric/operational issues which will be considered in the Route Characteristics and Route Analysis tasks and will consider items such as Definition of “Truck”, CBD/Hazmat issues, and time of day restrictions.

Delivery fleet interviews: The consultant will prepare an interview guide, schedule and conduct up to eight interviews with delivery fleet managers operating in the City of Tampa. The purpose of the interviews is to hear key opinions regarding the current City route system, potential additions / exclusions, preferred truck route characteristics and opinions about positive guidance features of an updated route system.

Neighborhood association contact: The consultant will prepare a summary description of the study and identify a list of issues of potential concern for neighborhoods, then undertake up to two meetings with representatives of neighborhood associations to introduce the study and provide background to the representatives so they can report to their respective neighborhood associations and solicit specific concerns the neighborhood associations may have. Consultant will compile the responses received from the neighborhood associations and identify appropriate ways to address the concerns within the context of the study. It is not intended that the Consultant will meet with individual neighborhood associations as a part of this study.

## **Task 3 – City of Tampa “Regulated Truck” Definition**

Definition of “Truck”– Based on the preliminary research a definition for the “regulated truck” will be established. The characteristics will be coordinated with the Hillsborough County Truck definition. Conflicting definitions in the Tampa Municipal Code, Tampa Comprehensive Plan and associated Ordinance(s) will be identified and appropriate revisions recommended. Other definitions describing truck routing business rules (when may a truck travel off of the route

system) will also be defined. The consultant team will also make contact with the Tampa Police Department to learn of any issues they have experienced when enforcing the current ordinance.

The consultant will deliver a summary report of document review, stakeholder comments and revised Draft “truck” definition for City review.

#### **Task 4 - Data Collection On Potential Roads to be Evaluated / Impacted / Changed**

Route Analysis – The Consultant will consider all roadways within the MPO major road network (collector and arterial roads) as potential truck routes. The current route system includes all state roads (by FL Statute) and most arterial roadways, but many City collector and neighborhood collector roads are excluded from the current truck route system. Local Roads are generally excluded from the truck route unless there is no viable alternative. The Consultant will develop a truck route “Report Card” which weighs various factors to determine whether individual roadway segments should be considered for either inclusion or exclusion on the updated City Truck Route. The following elements are expected to be included in the Route Report Card:

- **Conflicting land uses**
  - land use along the roadway
  - sensitive land uses such as schools, libraries, museums, parks, cemeteries, religious, and cultural locations
- **Roadway Characteristics**
  - bridge ratings (as available from FDOT and/or the City of Tampa)
  - roadway functional class
  - number of lanes
  - speed limit
  - constrained road status
- **Traffic Operations**
  - traffic volume
  - specific existing truck traffic volumes (the Consultant will conduct a fixed number of truck classification counts for recommended changes to the system and will also request and organize classification counts available from the County,.)
  - truck crash data
  - MPO

- Route topology
  - continuity with County truck route system
  - availability of nearby parallel route
- Truck Traffic Generators
  - provision of access to existing or anticipated truck traffic generators (ie. industrial/manufacturing land uses)
  - provision of access to commercial corridors
  - Tampa Bay Regional Planning Model truck traffic generation estimates and Info USA database
  - Industrial Areas

**Task 5 – Analysis of Specific Routes as Needed to Determine Physical Characteristics / Issues / Concerns / Recommendations**

Discriminant Analysis – The Consultant will use the composite score of the existing truck route system (and sub-components of that system – ie collector roads, state roads, etc.) to develop “passing grades” for the truck route analysis report cards. The Consultant will present the findings of the Route Analysis and Discriminant Analysis to the City Project Manager and will tune the “grading” based on feedback from City staff. The resulting routes which pass the grading system will be included on the revised, DRAFT Truck Route Map.

Physical Characteristics – Based on stakeholder comments and data collected as part of the Routes Analyzed subtask (on specific routes), the consultant will identify components of the roadway network which are likely to have physical/operational issues which may limit their usefulness as a route for truck traffic. The Consultant will review aerial imagery, street view imagery, and conduct field reviews to identify physical/operational issues. Examples of physical/operational issues include:

- curb radii
- left turn swept-path geometric issues
- extreme congestion (segment and intersections)
- truck eye-level sight obstructions
- tree canopy damage
- damage to drain inlets and utility poles, etc.
- existence of left-turn lanes/left turn signal phasing.

The Consultant will consider maintaining agency work programs and will note whether a particular issue will or could be addressed as part of a

planned/pending project. Issues which affect particular, potential segments as part of the route system will be used to refine the DRAFT truck route and, upon resolution, may be used by the City to expand the route system. Limited, observed physical/operational deficiencies will be logged in a spreadsheet/database with accompanying GIS layers.

#### **Task 6 - Updated Truck Route Map: Draft and Final**

The Consultant will draft an updated Truck Route System Map incorporating the results of previous tasks. The map will be presented to the City in draft format for City review and comments. It is anticipated that the map will be in hard copy format however, a GIS based map will also be prepared to interface with the crash data management system and the web based truck routing system. Subsequent to receiving City comments a final updated truck route map will be prepared and delivered to the City.

#### **Task 7 – Recommend changes to Municipal Code(s), Ordinance(s) and Technical Standard(s)**

The Consultant will work with the City Project Manager and the City Attorney's Office to develop recommended changes to Municipal Code(s), Ordinance(s) and Technical Standard(s) that may include policies, definitions, exceptions, and other items. Please note that the Consultant will not serve as legal counsel to the City and that the recommendations that are developed should be reviewed and finalized by the City Attorney's Office and City staff.

#### **Task 8 – Report/Findings Presentation to Applicable Parties**

Draft Tech Report – The Consultant will prepare a draft technical report recommending updates to the truck route system, documenting the route analysis and "Report Card" methodology and documenting necessary physical/operational issues. The Draft Report will also identify routes which may be subject to time of day or hazmat restrictions. The Consultant will meet with City staff to review feedback on the Draft Tech Report and make necessary edits to the report/modifications to the Route system.

Specific areas of interest:

- Interbay Boulevard

- 21<sup>st</sup> and 22<sup>nd</sup> Streets (anticipate their removal from the city system after the I-4 connector to the Port is online)
- Swann Avenue
- East-West routes south of Kennedy Boulevard

Presentation to stakeholders: One presentation of the proposed changes to the City's Truck Route system will be made that is open to the public (trucking interests and neighborhood associations will be specifically notified). The City will furnish a meeting place and provide any needed recording support. Public response, both in written and verbal formats will be invited, and the Consultant will summarize and provide responses to these comments. If deemed appropriate by the City staff, adjustments to the proposed changes will be made based on the comments received.

Presentation to City Administration and City Council – If requested, the Consultant will undertake up to a total of five meetings to present the study methods and results to the City's senior staff, the City's Planning board, and to the City Council. The presentation will be in Power Point format with Consultant staff available for questions and answers.

### **Task 9 – Recommendations for Positive Route Guidance/Signage**

#### Develop Positive Guidance System –

- Inventory of existing truck route signs (geo-processing of asset database)
- Truck route sign needs list and GIS map

The consultant will prepare a strategy for sign placement and recommendations for appropriate locations to accomplish the City's intended goals related to truck routing. The signage will be mapped via GIS data points.

### **Task 10 – Creation of Web Based Truck Routing Application Concept / Approach**

Commercial GPS Navigation Providers – The Consultant will contact up to three commercial GPS navigation services and discuss whether the Tampa Truck Route system can be included in their navigation systems to aid truck drivers in following the correct routes. The Consultant will document these efforts and provide necessary GIS files.

Web-Site Concept - The Consultant will evaluate up to two methods for publishing a web-based truck routing tool. The first method will be to use an existing web mapping system such as Google maps or Microsoft Local Live. If a solution cannot be provided using a public-domain web-based mapping tool, the Consultant will develop an approach using ESRI web GIS platform and will coordinate with the appropriate City information and technology division. The function of the web-site will be to:

- Publish the updated Tampa Truck Route System
- Provide truck routing tools which adhere to the Tampa Truck Route Ordinance rule for off-system travel (ie. local road deliveries)
- Guide trucks along larger neighborhood streets to the extent possible when making deliveries off of the Truck Route System

#### **Task 11 – Summary Report**

Final Report - A Final Report will be prepared by combining all technical memorandums and information compiled, as well as comments received from the City and the public during the course of the study.

Truck Route System Database - The Consultant will deliver the Truck Route Evaluation Support System Microsoft Access Database to enable City staff to modify truck route metrics based on land use changes or infrastructure improvements. The database will be able to generate the truck route report card PDF files using simple automation to enable City staff to republish the route system after modifications are made.

Recommend citizen response protocol – The Consultant will recommend procedures for tracking and addressing truck complaints and will present this recommendation to City Staff as part of the overall truck route study results.

The final report will include an appendix of all tables, maps, and charts developed. The Consultant will also develop an Executive Summary of the Final Report. The Executive Summary will be approximately 4 pages in length and will be developed in color. The Consultant will provide the City with up to thirty (30) copies of the Final Report and five (5) copies of all project files in electronic format on a CD. Additional copies of the Final Report that are requested and approved by the City Project Manager will be prepared and provided to the City on a time and expenses basis.

## Deliverables

- Meeting Minutes
- Interview Notes
- Truck Route Definition
- Issues / Concerns / Recommendations
- Revised DRAFT Truck Route Map
- Revised FINAL Truck Route Map
- Recommended changes to Municipal Code(s), Ordinance(s) and Technical Standard(s)
- Recommendations for Positive Truck Route Guidance/Signage
- Web Based Truck Routing Application Concept
- Summary of public comments, with responses
- Summary Report
- Data Collected (Appendix)

## **Task 12 – Project Progress/Management Meetings**

Up to eight meetings with City staff will be undertaken over the course of the study to report on interim findings and issues, and to solicit the direction of the City project manager. These meetings will be followed by correspondence summarizing the items discussed. The meetings will be scheduled to coordinate with the approximate initial completion of the tasks described above, and be held approximately every six weeks. (Since there are eleven production tasks in the scope above, obviously multiple tasks will be undertaken concurrently and more than one task will be discussed in each meeting.)



EXHIBIT "B"

CITY OF TAMPA TRUCK ROUTE STUDY - CONSULTANT MAN HOUR BUDGET												
	Principal	Project Manager	Sr Trans Eng	Sr Trans Pln	Sr DB Analyst	Trans Eng	Planner/ GIS Analyst	Eng/GIS Tech	Clerical/ Admin	HOURS		BUDGET
Tindale Oliver & Associates												
Task 1 - Related Document Review	6	6	0	0	0	0	0	0	0	0	12	\$ 2,106.00
Task 2 - Stakeholder Meetings/Interviews	8	4	0	0	0	0	0	0	0	0	12	\$ 2,192.00
Task 3 - City of Tampa "Regulated Truck" Definition	6	4	0	0	8	0	0	0	0	0	18	\$ 2,606.00
Task 4 - Data Collection On Potential Roads to be Evaluated / Impacted / Changed	0	6	0	30	26	0	94	16	0	0	172	\$ 16,322.00
Task 6 - Analysis of Specific Routes as Needed to Determine Physical Characteristics / Issues / Concerns / Recommendations	8	14	8	14	32	0	54	100	0	0	230	\$ 19,876.00
Task 6 - Updated Truck Route Map: Draft and Final	10	16	20	30	24	0	0	0	0	0	100	\$ 13,266.00
Task 7 - Recommend changes to Municipal Code(s), Ordinance(s) and Technical Standard(s)	30	16	20	10	0	0	0	0	0	0	76	\$ 12,214.00
Task 8 - Report/Findings Presentation to Applicable Parties	4	12	4	28	8	0	12	0	0	0	68	\$ 8,426.00
Task 9 - Recommendations for Positive Route Guidance/Signage	0	0	2	14	36	0	75	80	0	0	207	\$ 16,114.00
Task 10 - Creation of Web Based Truck Routing Application Concept / Approach	0	16	0	12	112	0	0	0	0	0	140	\$ 16,312.00
Task 11 - Summary Report	3	14	16	32	12	0	0	0	12	0	89	\$ 10,636.00
Task 12 - Project Progress/Management Meetings	0	32	0	32	0	0	0	0	16	0	80	\$ 10,000.00
<b>TOTAL TOA</b>	<b>75</b>	<b>140</b>	<b>70</b>	<b>202</b>	<b>268</b>	<b>0</b>	<b>235</b>	<b>196</b>	<b>28</b>	<b>1204</b>	<b>\$ 128,263.00</b>	
Subconsultants												
												\$ 38,760.00
												\$ 11,800.00
<b>GRAND TOTAL BUDGET</b>												<b>\$ 178,823.00</b>

## INSURANCE

EXHIBIT: C

During the life of the Agreement, the CONSULTANT shall provide, pay for, and maintain with insurance companies satisfactory to the City, the types of insurance described below:

COMMERCIAL GENERAL LIABILITY INSURANCE – Must be written on ISO Occurrence Form CG 00 01 or equivalent substitute form to cover liability arising from premises and operations, independent contractors, products and completed operations, personal and advertising injury, contractual liability, and XCU exposures, if XCU perils exist. Completed operations liability coverage shall be maintained for a minimum of one year following completion of the work. The minimum combined single limit shall be \$2,000,000 each occurrence.

AUTOMOBILE LIABILITY INSURANCE – Not required if use of vehicles is limited to driving to and from the job site. When required, such policy must be maintained in accordance with the laws of the State of Florida as to the ownership, maintenance, and use of all owned, non-owned, leased and hired vehicles. The minimum combined single limit shall be \$1,000,000 each accident.

WORKERS' COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – Workers' compensation insurance shall cover all employees engaged in work for the CONSULTANT in accordance with the laws of the State of Florida. The employer's liability insurance limit shall not be less than \$500,000 disease each employee, \$500,000 disease aggregate and \$500,000 each accident.

PROFESSIONAL LIABILITY INSURANCE – Must protect the CONSULTANT against claims of negligence, errors, mistakes, or omissions in the performance of the services to be performed and furnished by the CONSULTANT or any of its subcontractors. The limit shall not be less than \$500,000.

ADDITIONAL INSURED – The City must be included as an insured by way of ISO endorsement CG 20 10 or its equivalent on the general and excess liability policies. Alternatively, the CONSULTANT may purchase a separate owners protective liability policy in the name of the City in the amounts specified above for general liability which shall be excess over any insurance of the CONSULTANT.

CLAIMS MADE POLICIES – If any liability insurance is issued on a claims made form, CONSULTANT agrees to maintain uninterrupted coverage for a minimum of one year following completion and acceptance of the work either through purchase of an extended reporting provision, or through purchase of successive renewals with a retroactive date not later than the beginning of performance of work for the City.

CANCELLATION/NON-RENEWAL – Thirty (30) days written notice by registered or certified mail must be given to the City of any cancellation, intent to non-renew, or material reduction in coverages. However, then (10) days notice may be given for non-payment of premium. Notice shall be sent to the City of Tampa Department of Public Works, 306 East Jackson St. 4N, Tampa, Florida 33602.

NUMBER OF POLICIES – General and other liability insurance may be arranged under single policies for the full amounts required or by a combination of underlying policies with the balance provided by an umbrella liability policy.

EVIDENCE OF INSURANCE – Prior to beginning any work under this agreement, CONSULTANT must furnish a certificate of insurance acceptable to the City. Certified copies of the policies evidencing the coverages required herein are also acceptable, and if requested, shall be furnished to the City. Renewal certificates shall be provided to the City at least ten (10) days prior to expiration of the current coverages.

WAIVER OF SUBROGATION – CONSULTANT waives all rights against City, its agents, officers, directors and employees for recovery of damages to the extent such damage is covered under the policies required herein, except as to workers compensation and professional liability.

SUBCONTRACTORS – It is the CONSULTANT'S responsibility to require all subcontractors to maintain adequate insurance coverage.

PRIMARY POLICIES – The CONSULTANT'S insurance is primary to the City's insurance or any self insurance program thereof.

RATING – All insurers shall be authorized to do business in Florida, and shall have an A.M. Best rating of B+ (or better), class VI (or higher), or otherwise be acceptable to the City if not rated by A.M. Best.

DEDUCTIBLES – The CONSULTANT is responsible for all deductibles. In the event of loss which would have been covered but for the presence of a deductible, the City may withhold from payment to CONSULTANT an amount equal to the deductible to cover such loss should full recovery not be obtained under the insurance policy.

INSURANCE ADJUSTMENTS – These insurance requirements may be increased, reduced, or waived at the City's sole option with an appropriate adjustment to the contract price.



**Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) to be Utilized Form**

This form must be submitted with all bids or proposals if subcontracting will be performed. All subcontractors projected to be utilized must be included on this form.

**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.

**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.

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

**SLBE.** Enter "S" for firms Certified by the City as Small Local Business Enterprises.

**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 (NIGP code if Known)** Indicate the trade, service, or material provided by the subcontractor. NIGP codes are available at <http://www.tampagov.net/mbd>.

**Amount of Quote, Letters of Intent** (required for Women/Minority Business Enterprises)

Percent of Contract. Indicate the percent of the total contract price the subcontract(s) represent.

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