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RESOLUTION NO. 2008- 94

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF TAMPA AND DAVID CONNER & ASSOCIATES, INC., FOR ENGINEERING SERVICES IN CONNECTION WITH 7-D-40; KENNEDY BLVD. CORRIDOR PEDESTRIAN IMPROVEMENT 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 David Conner & Associates, Inc., for professional Architectural/Engineering Services in connection with the Citywide Transportation Impact Fee Study 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 David Conner & Associates, Inc., for professional Engineering services in connection with the Kennedy Blvd. Corridor Pedestrian Improvement 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, in the amount of \$197,183.00, 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. PW0536FHN-06305; \$151,820.00 (PW4879).

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 17 2008.

ATTEST:


CITY CLERK/DEPUTY CITY CLERK
COUNCIL


CHAIRMAN/CHAIRMAN PRO-TEM, CITY

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

Y 2008-3

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into at Tampa, Florida, this _____ day of _____, 2008, 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 David Conner & 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 1509 West Swann Avenue, Suite 255, Tampa, FL 33606.

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 7-D-40 Kennedy Blvd. Corridor Pedestrian Improvement, THE 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 shall 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. Services and data as specified in **Exhibit A** of the Agreement.

III. PERIOD OF SERVICE

- A. The CONSULTANT shall begin work promptly after receipt of a fully executed copy of the Agreement. All work shall be completed WITHIN 6 (SIX) months of the Notice to Proceed of the Agreement.
- 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. 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.

V. COMPENSATION

The CITY shall compensate the CONSULTANT for the planning and engineering services performed with this Agreement a sum not to exceed \$ 151,820.00.

VI. PAYMENT

Payments for the Services as defined in Section V shall be made upon presentation of the CONSULTANT'S approved invoices.

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.

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 on work under this Agreement.

IX. SUSPENSION, CANCELLATION OR ABANDONMENT

In the event the project is suspended, cancelled or abandoned by the CITY, 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.

X. 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 B**.

XI. INDEMNIFICATION

The CONSULTANT shall indemnify, defend, save and hold harmless the CITY from claims, demands, liabilities and suits arising out of and to the extent caused by, any negligent act, error or omission of the CONSULTANT, its subcontractors, agents or employees in rendering the professional services called for herein. It is specifically understood that this indemnification provision does not cover or indemnify the CITY for its own negligence or breach of contract.

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 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 40CFR, 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 Work Order.
- 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. WOMEN/MINORITY BUSINESS

- A. The CONSULTANT shall demonstrate good faith efforts toward the utilization of City of Tampa Certified Women and Minority Business Enterprise (W/MBE) sub-contractors or suppliers.
- B. The City of Tampa shall make available a list of Certified W/MBE businesses.
- C. At the time of the submission of each invoice, the CONSULTANT shall submit to the City a report of ALL sub-contractors or suppliers (denoting W/MBE's) utilized, payments to them, their final contract amounts, and any other reports or forms as may be required by the CITY.

XVIII. 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.

XIX. 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.

XX. 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.

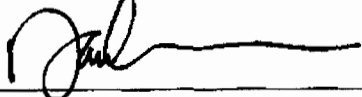
XXI. ESTOPPEL/WAIVER

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.

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.

David Conner & Associates, Inc.

By: 
David K. Conner, ASLA, President

CITY OF TAMPA, FLORIDA

By: _____
Pam Iorio, Mayor (SEAL)

ATTEST


Corporate Secretary (SEAL)

ATTEST:

By: _____
Shirley Foxx-Knowles, City Clerk

Approved as to Form and authorized
By Resolution No. _____ - _____:

Justin R. Vaske, Assistant City Attorney

Exhibit A

SCOPE OF SERVICES & FEE PROPOSAL
KENNEDY BOULEVARD (SR 60)
CORRIDOR PEDESTRIAN IMPROVEMENT PROJECT
CITY OF TAMPA, FLORIDA

Prepared for:

The City of Tampa

Transportation Department

Prepared by:

David Conner & Associates, Inc.

1509 West Swann Avenue, Suite 255

Tampa, FL 33606

December 10, 2007

Exhibit A

TABLE OF CONTENTS

1	PURPOSE	A-2
2	PROJECT DESCRIPTION	A-3
2.1	Roadway	A-3
2.2	Drainage	A-3
2.3	Utility Coordination	A-3
2.4	Permits	A-3
2.5	Signing and Pavement Markings	A-3
2.6	Landscape Architecture	A-3
2.7	Survey	A-3
2.8	Specifications Package	A-3
2.9	Project Budget	A-4
2.10	Project Area Limits	A-4
2.11	Project Schedule	A-4
2.12	Submittals	A-4
2.13	Provisions for Work	A-4
2.14	Services to be Performed by the Client	A-6
3	PROJECT GENERAL TASKS	A-6
3.1	Public Involvement	A-7
3.2	Specifications Package Preparation	A-7
3.3	Contract Maintenance	A-7
3.4	Prime Project Manager Meetings	A-7
PROJECT DELIVERABLES		
4	SURVEY	A-7
4.1	Topography (2D)	A-7
4.2	Underground Utilities	A-7
4.3	Maintained R/W	A-7
4.4	Document Research	A-8
4.5	Field Review	A-8
5	PEDESTRIAN IMPROVEMENTS PLAN	A-8
5.1	Key Sheet	A-8
5.2	Summary of Pay Items Including Quantity Input	A-8
5.3	General Notes/Pay Item Notes	A-8
5.4	Plan Sheets	A-8
5.5	Intersection Crosswalk and Curb Modification Details	A-8
5.6	Miscellaneous ADA Detail Sheets	A-8
5.7	Miscellaneous Drainage Structure Modification Detail Sheets	A-8
5.8	Traffic Control Plan Sheets	A-8
5.9	Traffic Control Detail Sheets	A-8
5.10	Utility Adjustment Sheets	A-8
5.11	Pavement Signing and Marking Sheets	A-8
5.12	Landscape Plans	A-8
5.13	Cost Estimate	A-8
6	FEE	A-9

SCOPE OF SERVICES FOR CONSULTING DESIGN SERVICES PEDESTRIAN IMPROVEMENTS DESIGN

This Exhibit forms an integral part of the agreement between and David Conner & Associates, Inc. (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

Description: ***Kennedy Boulevard (SR 60) Corridor (Memorial Hwy to Woodlynn Ave.)
Pedestrian Improvement Project
City of Tampa, FL***

1 PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and the CITY in connection with the design and preparation of a complete set of construction contract plans and special provisions, if necessary, for:

- Pedestrian improvements to the roadway corridor as described herein.

The general objective is for the CONSULTANT to prepare a set of plans to be used by the contractor to build the project. Elements of work shall include *obstruction relocation/removal, fill sidewalk gaps, inadequate sidewalk replacement, ADA compliance/ramps, bus stop landing pads, installation of some decorative brick banding, installation of some enhanced crosswalks, limited median landscape improvements, maintenance of traffic, cost estimates, support of city's efforts to secure LAP reimbursement funding including providing appropriate letters and ROW permits*, and all necessary incidental items for a complete project.

The Scope of Services establishes which items of work described in the FDOT Plans Preparation Manual and other pertinent manuals to accomplish the work are specifically included in this contract.

All plans and design documents are to be prepared with Standard English values in accordance with all applicable manuals and guidelines.

The CONSULTANT shall be aware that as a project is developed, certain modifications and/or improvements to the original recommendation may be required. The CONSULTANT is to incorporate these refinements into the design and will consider this effort to be an anticipated and integral part of the work. This will not be a basis for any supplemental fee request(s). However if the scope of services changes significantly and the permit application process exceeds two rounds of RFI's then additional compensation is warranted.

The CONSULTANT shall demonstrate good project management practices while working on this project. These include communication with the Client and others as necessary, management of time and resources, and documentation. The CONSULTANT shall set up and maintain throughout the design of the project a contract file in accordance with professional standard procedures. It shall be the CONSULTANT'S responsibility to utilize the very best engineering judgment, practices, and principles possible during the prosecution of the work commissioned under this contract.

The Client acknowledges that the final construction documents will be based upon limited survey information. The CONSULTANT will endeavor to provide sufficient documentation of the design intent however the CITY understands and acknowledges that without complete survey some unforeseen adjustments may be required during construction that may increase the cost of construction and require additional services of the CONSULTANT.

The Client will provide contract administration, management services, and technical reviews of all work associated with the development and preparation of the contract plans. The Client will provide job-specific information and/or functions as outlined in this contract.

2 PROJECT DESCRIPTION

The CONSULTANT shall investigate the status of the projects and become familiar with concepts and commitments developed from prior studies. The CONSULTANT shall use the approved concepts as a basis for the design unless otherwise *noted herein or* directed by the CITY.

The CONSULTANT shall incorporate the following into the design of this facility:

2.1 Roadway: Y N.

2.2 Drainage: Y N.

No new drainage structures are anticipated. Minor adjustments to the existing structures may be required.

2.3 Utility Coordination: Y N.

Limited utility coordination is required. The CONSULTANT will meet with utility service providers to analyze conflict resolutions. The CITY will distribute all plans to utility companies for review and mark-up.

2.4 Permits: Y N.

PERMIT EFFORT WILL BE LIMITED TO THE ROW USE PERMIT ONLY. The CONSULTANT will meet with FDOT at the completion of 60% plans to review the scope of the project in accordance with the accelerated review process of 60/100/final established between the CITY and FDOT. Final construction plans will be submitted to FDOT in accordance with the strategy determined in the initial review meeting.

No permits are anticipated by SWFWMD or ERP. The consultant will prepare and submit letters of exemption for agency approval.

2.5 Signing and Pavement Markings: Y N.

Pavement markings are limited to pedestrian crosswalks. Some modification of traffic control markings, such as stop bars, may be necessary.

2.6 Landscape Architecture: Y N.

Limited to planting design within existing medians. Planting Design will be coordinated with the City of Tampa Parks Department. Some modifications or additions to the existing irrigation system, if required, will be described on the plans. Irrigation plans are not included.

2.7 Survey: Y N.

Limited Design Survey: Localized data points relative to adjacent existing topography. No control. The locations and detail of the survey work will be determined after review of the conceptual plans.

2.8 Specifications Package

The CONSULTANT shall prepare, sign and seal the project specifications package which will include bid quantity items, technical specifications, and construction plan documents.

2.9 Project Budget

Construction Budget is fixed at \$1,269,248 including contingency, not including City of Tampa overhead.

2.10 Project Area Limits

Work within FDOT right-of-way along Kennedy Boulevard beginning at Memorial and continuing east approximately 2.3 miles to Woodlynne Avenue. The project is LAP funded and therefore all work must be completed within the FDOT right-of-way. Any exceptions must be reviewed and approved by FDOT.

2.11 Project Schedule

The project will be completed in accordance with the City's requirements for LAP funding. Our current schedule is as follows:

- Authorization to Proceed
- Conceptual Plan listing proposed improvements throughout the project limits (1 month)
- 60% Plans for City Review (1 month)
- City review of 60% Plans (2 weeks)
- 100% complete plans for City approval and Construction Bidding (1 month)
- Final Plans

Total time to complete is estimated to be 6 months after authorization to proceed. This schedule is dependent upon FDOT approval of a limited scope review.

The CONSULTANT shall not proceed with the next phase until directed by the CITY'S Project Manager.

2.12 Submittals

The CONSULTANT shall provide a single 11X17" paper copy and .pdf digital files of the plans and documents at the completion of each phase of the project listed below:

- Conceptual Plan (List of needed improvements with associated costs)
- 60% Construction Plans
- 100% Construction Plans
- Final Construction Plans

2.13 Provisions for Work

All maps, plans and designs are to be prepared with English values in accordance with all applicable current design manuals, memorandums, guidelines and other documents listed below:

- General
 - Florida Statutes
 - Florida Administrative Codes
 - Florida Department of Transportation Project Development and Environmental Manual
 - Florida Department of Transportation Plans Preparation Manual
 - Florida Department of Transportation Standard Specifications for Road and Bridge Construction
 - Florida Department of Transportation Handbook for Preparation of Specifications Package

Exhibit A

- Florida Department of Transportation Design Standards for Design, Construction, Maintenance, and Utility Operations on the State Highway System
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Bicycle Facilities Planning and Design Manual, Rev. Ed. 1982
- CADD Production Criteria Handbook, CADD Manual Plans to be included in AutoCad format per City of Tampa Standards.
- CADD Manual
- Florida Department of Transportation Basis of Estimates Manual
- Quality Assurance Guidelines
- Safety Standards
- Utility Accommodations Guidelines

- Permits
 - Chapter 373, F.S.

- Landscape Architecture
 - Florida Highway Landscape Guide
 - City of Tampa Parks Department Landscape and Irrigation Specifications

- Accessibility for Persons with Disabilities
 - Florida Accessibility Code for Building Construction
 - Chapter 13D-1.FAC
 - Section 255.21 and Chapter 553, Part V, F.S.
 - ANSIA117.1-1986
 - Titles II and III, Americans With Disabilities Act (ADA), Public Law 101-336; and the ADA Accessibility Guidelines (ADAAG)

These documents are revised periodically by the responsible agencies and adopted by authorities having jurisdiction on building projects. The design consultant and the project manager are advised to obtain applicable versions of these documents from the responsible agency prior to use.

- American Concrete Institute
- American Institute of Architects - Architect's Handbook of Professional Practice
- American Society for Testing and Materials - ASTM Standards
- Southern Building Code Congress International - Standard Building Codes
- Brick Institute of America
- DMS - Standards for Design of State Facilities
- Florida Concrete Products Association
- Florida Department of Transportation - Standard Specifications for Road and Bridge Construction
- Florida Department of Transportation - Plans Preparation Manual
- Florida Department of Transportation - Roadway and Traffic Design Standards
- Florida Department of Transportation - Structures Design Guidelines
- Florida Department of Transportation - Structures Detailing Manual
- Florida Department of Transportation - Structures Standard Drawings
- Florida Department of Transportation - AD A/Accessibility Procedure
- Florida Department of Transportation - Fixed Capital Outlay Program
- Florida Department of Transportation - Building Code Compliance Procedure
- Florida Department of Transportation - Asbestos Management Program Procedure
- Florida Department of Transportation - Design Build Procurement and Administration

- National Concrete Masonry Association
- National Electrical Code (current edition)
- National Fire Protection Association - Life Safety Code (current edition)
- Portland Cement Association - Concrete Masonry Handbook
- South Florida Building Code

2.14 Services to be Performed by the Client

When appropriate the Client will provide those services and materials as set forth below:

- Regarding Environmental Permitting Services:
 - Approve all contacts with environmental agencies.
 - Provide the appropriate signatures on application forms.
- Provide letters of authorization designating the CONSULTANT as an agent of the Client in accordance with F.S. 327.274.
- Provide phase reviews of pedestrian improvements plans.
- Furnish available traffic and planning data.
- Furnish all approved utility relocations.
- Provide project data currently on file.
- Provide all available information in the possession of the Client pertaining to utility companies whose facilities may be affected by the proposed construction.
- Provide all future information that may come to the Client pertaining to proposed project plans so that the CONSULTANT may take advantage of additional areas that can be utilized as part of the existing right-of-way.
- Provide existing right-of-way information by FDOT .tff files.

3 PROJECT GENERAL TASKS

Project General Tasks are applicable to the project as a whole and are described in Sections 3.1 through 3.6 of this Scope of Service.

PROJECT COMMON TASKS

Project Common Tasks are included in most activities of the project. The tasks described here are to be performed by the CONSULTANT when included in each Activity's section of the Scope of Services.

Cost Estimates: The CONSULTANT shall be responsible for producing a construction cost estimate as part of the conceptual plans and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project (60/100/final).

Field Reviews: Includes site visits required to notate existing conditions.

Technical Meetings: Includes meetings with Client and/or Agency staff, between disciplines and subconsultants, such as access management meetings, pavement design meetings, local governments, railroad companies, progress review meetings (phase review), and miscellaneous meetings.

Quality Assurance/Quality Control: It is the intention of the Client that design CONSULTANTS are held responsible for their work, including plans review. Detailed checking of CONSULTANT plans or assisting in designing portions of the project for the CONSULTANT is not the intent of having external design consultants. The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans follow the plan preparation procedures outlined in the FDOT Plans Preparation Manual.

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract.

Supervision: Includes all efforts required to supervise all technical design activities.

Coordination: Includes all efforts to coordinate with all disciplines of the project to produce a final set of construction documents.

3.1 Public Involvement

There are no plans for public involvement as part of the project. The CONSULTANT shall attend one public meeting with the City Council/Administration to provide technical back-up to the Client.

3.2 Specifications Package Preparation

The CONSULTANT shall prepare and provide a complete specifications package, including applicable Technical Special Provisions, for all items and areas of work.

3.3 Contract Maintenance

The CONSULTANT shall submit monthly invoices and project schedule with each phase of plan review.

3.4 Prime Project Manager Meetings

These meetings include Prime CONSULTANT Project Manager staff hours for phase review, progress review, all technical meetings, and other coordination activities, including any travel time. Meetings required for each activity are included in the meetings section for that specific activity.

PROJECT DELIVERABLES

The following is a list of the deliverables to be provided as a part of this effort.

4 SURVEY

The survey detail will be determined after the conceptual plans are reviewed. The CONSULTANT shall perform survey tasks on a limited basis to supplement the base plan by documenting existing conditions at specific locations to be determined. This work is assumed to be required at a maximum of 4 intersection locations within the scope of the project. The survey will document isolated field surroundings necessary to resolve conflicts with existing field/utility conditions.

4.1 Topography (2D)

Locate critical above ground features and improvements localized to individual areas of survey work.

4.2 Underground Utilities

Underground Utilities that are not visible will NOT be located.

4.3 Maintained RAV

Perform field reviews to note the location (two-dimensional) of the maintained RAV limits to the best of our ability through visual inspection. RAV limits will NOT be certified as part of this effort.

4.4 Document Research

ROW limits will be shown on the plans as defined by the FDOT .tff files supplied by the City of Tampa. The FDOT will certify the ROW relative to the proposed work. NO Document Research is included to verify underground utilities, easements, or right-of-way limits.

4.5 Field Review

Perform verification of the field conditions as related to the collected survey data.

5 PEDESTRIAN IMPROVEMENTS PLAN

The CONSULTANT shall prepare Sidewalk, Drainage, Traffic Control, Utility Adjustment Sheets, plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

5.1 Key Sheet

The CONSULTANT shall prepare the key sheet in accordance with the latest format depicted in the plans preparation manual.

5.2 Summary of Pay Items Including Quantity Input

5.3 General Notes/Pay Item Notes

5.4 Plan Sheets

The CONSULTANT shall depict all sidewalks and crosswalks for the entire plan portion of the corridor to include all intersections.

5.5 Intersection Crosswalk and Curb modification Details

5.6 Miscellaneous ADA Detail Sheets

5.7 Miscellaneous Drainage Structure Modification Detail Sheets

5.8 Traffic Control Plan Sheets

The CONSULTANT shall design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction.

5.9 Traffic Control Detail Sheets

5.10 Utility Adjustment Sheets

5.11 Pavement Signing and Marking Sheets

5.12 Landscape Plans.

Prepare landscape plans for existing median areas in accordance with the current update of Chapter 9 of the Plans Preparation Manual, Volume I; and Chapter 26 of the Plans Preparation Manual, Volume II and in accordance with the City of Tampa Parks Department Standards and Specifications.

5.13 Cost Estimate.

Prepare a cost estimate to accompany all plans submittals in accordance with the current update of Chapter 9, Section 3 of the Plans Preparation Manual, Volume I.

Exhibit A

6.0 FEE

David Conner and Associates proposes to perform items identified above for a lump sum price of \$151,820.00. This fee is based upon a detail man-hours worksheet which is attached. A summary breakdown of the fee is as follows:

General Services	\$13,542
Prepare Base Maps	\$5,926
Survey	\$3,000
Permitting	\$6,720
Utility Coordination	\$11,718
Cost Estimate	\$5,456
Specifications	\$5,832
Pedestrian Consulting & Quality Assurance by LSI	\$5,000
Plans Preparation	\$71,732
Design Review incl. LAP	\$13,652
Post Construction Services	\$5,492
Expenses	\$3,750

Invoicing will be submitted monthly based on the percent complete.