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RESOLUTION NO. 2017- 1066

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$499,447.30 BETWEEN THE CITY OF TAMPA AND T. Y. LIN INTERNATIONAL IN CONNECTION WITH CONTRACT 17-D-00013; BROREIN STREET BRIDGE REHABILITATION - DESIGN PROJECT; AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE.

WHEREAS, via the competitive selection process in accordance with Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act and consistent with Federal procurement policies, as applicable, the City of Tampa (City) selected T. Y. Lin International, as (Consultant) to provide professional services in connection with Contract 17-D-00013; Brorein Street Bridge Rehabilitation - Design, (Project) as detailed in the Agreement for Consultant Services (Agreement); and

WHEREAS, the City desires to enter into an agreement with the Consultant to provide certain professional services; and

WHEREAS, it is in the best interest of the City of Tampa to enter into this Agreement.

NOW, THEREFORE,

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

Section 1. That the Agreement between the City of Tampa and T. Y. Lin International, in connection with Contract 17-D-00013; Brorein Street Bridge Rehabilitation - Design as detailed in said Agreement, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in substantially similar form.

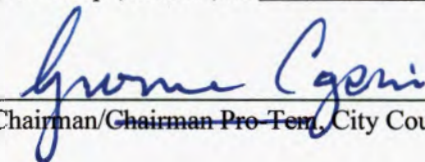
Section 2. That the Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk to attest and affix the official seal of the City of Tampa to, said Agreement on behalf of the City of Tampa.

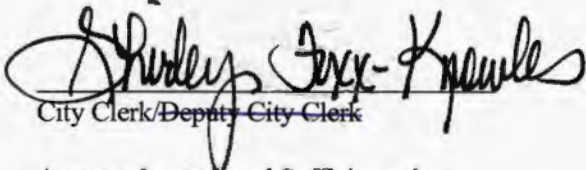
Section 3. Approval of an agreement for professional services in the amount of \$499,447.30 for the Brorein Street Bridge Rehabilitation Project within the Community Investment Tax Series 2016 Bonds Capital Projects Fund for use by the Transportation and Stormwater Services Department.

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

PASSED AND ADOPTED by the City Council of the City of Tampa, Florida, on DEC 07 2017.

ATTEST:

  
Chairman/~~Chairman Pro-Tem~~ City Council

  
City Clerk/~~Deputy City Clerk~~

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

B2017-45

## AGREEMENT FOR CONSULTANT SERVICES

**THIS AGREEMENT** ("Agreement") made and entered into at Tampa, Florida, as of the \_\_\_\_ day of \_\_\_\_\_, 2017, which is the date Resolution No. 2017-\_\_\_\_ was adopted authorizing execution of this Agreement, by and between the CITY OF TAMPA, a municipal corporation of the State of Florida, ("CITY"), the address of which is 315 East Kennedy Boulevard, Tampa, Florida 33602, and T. Y. Lin International a/an Florida Corporation authorized to do business in the State of Florida, ("CONSULTANT"), the address of which is 12802 Tampa Oaks Blvd., Suite 245, Tampa, FL 33637.

### WITNESSETH:

**WHEREAS**, the CITY desires to engage the CONSULTANT to perform certain professional services pertinent to such work which shall be referred to as Contract 17-D-00013; Brorein Street Bridge Rehabilitation – Design ("PROJECT") in accordance with this Agreement; and

**WHEREAS**, the CONSULTANT desires to provide such professional 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 consultant for the PROJECT; and the CONSULTANT shall provide the professional and technical services required under this Agreement in accordance with acceptable architectural/consultant 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 available plans and specifications of existing construction, if any, applicable to the Project.

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

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

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

### **IV. GENERAL CONSIDERATIONS**

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

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

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

**V. COMPENSATION**

The CITY shall compensate the CONSULTANT for the services performed with this Agreement a lump sum (by task) of \$499,447.30 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, the City may terminate this Agreement for 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 CONSULTANT. 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, together with keeping and maintaining in full force and effect during the term of this Agreement all licenses and certificates of authorization required pursuant to applicable law, including without limitation those required by Chapters 471, 481, and 489, Florida Statutes.

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.

E. Any documents provided by CONSULTANT to the CITY are public records and the CITY may authorize third parties to review and reproduce such documents pursuant to public records laws, including the provisions of Chapter 119, Florida Statutes

## **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. 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. 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. EQUAL BUSINESS OPPORTUNITY PROGRAM**

A. CONSULTANT shall demonstrate good faith effort toward the utilization of City certified Women/Minority Business Enterprise (W/MBE) and Small Local Business Enterprise (SLBE) subconsultants or suppliers.

B. The CITY shall make available a list of Certified W/MBEs and SLBEs.

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 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**

The CONSULTANT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

**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 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.

**XXIX. BUDGET APPROPRIATIONS**

The CITY is subject to Section 166.241, Florida Statutes, and is not authorized to contract for expenditures in any fiscal year except in pursuance of budgeted 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 and continued authorization for program activities and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice. The obligations of the CITY hereunder shall not constitute a general indebtedness of the CITY within the meaning of the Florida Constitution.

**XXX. SCRUTINIZED COMPANIES**

Section 287.135, Florida Statutes, prohibits agencies or local governmental entities from contracting with companies for goods or services of \$1,000,000 or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, (effective October 1, 2016), or is engaged in a boycott of Israel



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

### **XXXI. PUBLIC RECORDS**

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

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

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

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

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

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

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

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

**CONSULTANT:  
T. Y. LIN INTERNATIONAL**

By: \_\_\_\_\_

Print Name:

Title:  Pres  Exec/Sr Vice Pres  CEO  Gen Partner

Mgr (Mgr-Mgd LLC)  Member (Member-Mgd LLC)

Other (must attach proof of authority): \_\_\_\_\_

License no: \_\_\_\_\_

*Use entity Ch 471/481/489 license no; use individual's only if applicable.*

[SEAL]

**ATTEST:**

**CITY:  
City of Tampa, Florida**

By: \_\_\_\_\_  
City Clerk/Deputy City Clerk

[SEAL]

By: \_\_\_\_\_  
Bob Buckhorn, Mayor

APPROVED AS TO FORM:

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

November 13, 2017

**EXHIBIT A**

**SCOPE OF SERVICES**

**FOR**

**BROREIN STREET BRIDGE REHABILITATION**

**17-D-00013**

**CITY OF TAMPA**

**SCOPE OF SERVICES  
FOR CONSULTING ENGINEERING SERVICES  
FOR THE  
BROREIN STREET BRIDGE REHABILITATION**

This Exhibit forms an integral part of the agreement between the City of Tampa and T.Y. Lin International (hereinafter referred to as the FIRM) relative to the transportation facility described as follows:

Contract No: *17-D-00013*  
Description: *Brorein Street Bridge Rehabilitation*  
Bridge: *105501*

**1 PURPOSE**

The general objective of this Exhibit is to describe the scope of work and responsibilities of the FIRM in connection with the design and preparation of a complete set of construction contract plans and documents for the **Brorein Street Bridge Rehabilitation**. The scope of work consists of the following tasks:

- In-depth field inspection of the existing structure, including the mechanical and electrical systems that are associated with the operation and control of the bascule leafs. This task will identify specific elements of the structure that require corrective actions, to be further developed in the Contract Documents.
- Rehabilitation of the existing bridge, consisting of the movable steel bascule spans and the reinforced concrete approach spans, and the reinforced concrete substructure elements including the abutments.
- Rehabilitation of the existing mechanical and electrical systems that are associated with the operation and control of the bascule spans.
- Replacement of windows and door in tender house.

Elements of work for this project shall include final bridge design, structural plans, architectural plans, mechanical plans, electrical plans, roadway plans, signing and pavement marking plans, specifications package, construction quantity estimates, construction cost estimates, and public information services.

**2 PROJECT DESCRIPTION**

The project limits include the existing bridge and approach slabs; bridge railings adjacent to the bridge and approach slabs; and approach roadway as required to perform the bridge rehabilitation.

No improvements to the roadway approaches are anticipated within the project limits.

The existing Brorein Street Bridge is considered to be eligible for the National Register of Historic Places (NRHP); however no designation is expected during this project effort. Repairs planned include restoring some of the historical architectural features of the bridge, removing the existing traffic rail and replacing with crash-worthy rails in coordination with City of Tampa Architectural Review Commission (ARC).

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

**2.1 Roadway:**

Level of Traffic Control Plans: Level 2

Brorein Street will be closed at night by barricades for an approximate duration of 90 days and vehicular traffic will be detoured around the bridge while it is out of service for construction repairs. Detour plans shall be in conformance with Florida Department of Transportation Design Standards for Traffic Control Plans and approved by the City of Tampa.

**2.2 Utility Coordination:**

Anticipated Utilities: TECO, Verizon, Bright House Network, TECO Peoples Gas, City of Tampa Water, and City of Tampa Wastewater.

**2.3 Permits:**

Permits Expected: Coordination with US Coast Guard and notice to mariners, SHPO, Port Authority and from COT's Historic Preservation Section, Growth Management Dept.

**2.4 Structures:**

Bridges: West Brorein Street Bridge No. 105501 over the Hillsborough River.

Type of bridge structure work: Rehabilitation of the existing bascule bridge including the mechanical and electrical systems that are associated with the operation and control of the spans, the reinforced concrete approach spans, and the reinforced concrete substructure elements.

**2.5 Signing and Pavement Markings:**

The FIRM shall prepare Signing and Pavement Marking plans within the project limits.

**2.6 Signals:**

The FIRM shall prepare plans to replace the traffic signal.

**2.7 Architecture:**

The FIRM shall prepare plans for the following improvements to the existing Tender's House:

- Replace the windows
- Replace the door
- Install enclosure around the toilet

**2.8 Project Schedule:**

Within ten (10) days after the Notice-To-Proceed and before beginning work, the FIRM will provide a detailed project activity and event schedule for CITY review relative to the activities required to meet the current letting date.

The duration of the design phase is not to exceed 18 months.

For scheduling purposes, the firm will allow for the following CITY activities and review times as applicable in the design schedule:

Allow three (3) weeks for the review of reports and technical memoranda, and Structural, Mechanical and Electrical Plan and Specifications reviews.

Approved schedule (in Primavera, MS Project or system compatible format) and status report shall be submitted with monthly progress report.

**2.09 Submittals:**

The FIRM shall furnish plans and documents as required by the CITY to review and coordinate the project as listed below and distribute phase submittal documents as directed by the CITY.

These are the anticipated printing requirements for the project. The Project Manager will determine the specific number of copies required prior to each submittal.

**Engineering Documents:**

DESCRIPTION	Copies
Bridge Development Report/30% Plans	2
60% Plans	2
100% Plans	2
Final Plans	2

**2.10 Provisions for Work:**

All maps, plans, reports, analysis and designs are to be prepared in English units according to applicable current manuals, memorandums, and guidelines as modified, amended or updated from time to time. Including, but not limited to:

- Florida Statutes
- Florida Administrative Codes
- FDOT - Plans Preparation Manual.
- FDOT - Standard Specifications for Road and Bridge Construction
- FDOT - Design Standards for Design, Construction, Maintenance, and Utility Operations on the State Highway System
- FDOT - Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways
- FDOT - Basis of Estimates Manual
- AASHTO - LRFD Bridge Design Specifications, and applicable Interim Revisions
- AASHTO - LRFD Movable Highway Bridge Design Specifications, and applicable Interim Revisions
- AASHTO - Manual for Condition Evaluation and Load and Resistance Factor Rating (LRFR) of Highway Bridges, and applicable Interim Revisions
- FDOT - Structures Design Guidelines
- FDOT - Structures Detailing Manual
- FDOT - Structures CADD Manual
- FDOT - Structures Standard and Semi-Standard Drawings
  
- Permits
  - Chapter 373, F.S.
  - Bridge Permit Application Guide, COMDT PUB P16591.3B
  - Building Permit

- Drainage
  - FDOT Drainage Manual
  - FDOT Drainage Handbooks
  - FDOT Temporary Drainage Handbook
  
- Survey
  - FDOT Location Survey Manual
  - FDOT Highway Field Survey Specifications
  - Outline Specifications for Aerial Surveys and Photogrammetry for Transportation Projects
  - Chapter 472, F.S.
  - Chapter 177, F.S.
  - FDEP Bureau of Surveying and Mapping
  
- Traffic Operation Manuals
  - American Disabilities Act
  - AASHTO – Guide for Development of Bicycle Facilities
  - Federal Highway Administration Standard Highway Signs Manual
  - Florida Department of Transportation Traffic Engineering Manual
  - Florida Department of Transportation Manual on Uniform Traffic Studies (MUTS)
  - National Electrical Code
  - National Electric Safety Code
  - Federal Highway Administration Manual on Uniform Control Devices (MUTCO)
  - Minimum Specifications for Traffic Control Signal Devices
  - Florida Department of Transportation – Florida Roundabout Guide
  - FHWA – Roundabouts: An Informational Guide
  - Florida Department of Transportation Median Handbook
  - AASHTO – An Information Guide for Highway Lighting
  - FDOT District Seven Traffic Design Manual
  
- Mapping
  - Florida Department of Transportation Right-of-Way Handbook
  - Florida Department of Transportation Right-of-Way Manual
  
- Structures
  - AASHTO LRFD Bridge Specifications and Interims
  - AASHTO LRFD Movable Highway Bridge Design Specifications and Interims
  - AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals, dated 1994
  - AASHTO/-AWS-D1. 5M/D1.5: An American National Standard Bridge Welding Code
  - Florida Department of Transportation Structures Design Guidelines
  - Florida Department of Transportation Structures Detailing Manual
  - Florida Department of Transportation Structures Standard and Semi-Standard Drawings
  - Florida Department of Transportation Structures Design Office Temporary Design Bulletins (available on Florida Department of Transportation Structures web site only)
  - Florida Department of Transportation Preferred Details (available on Florida Department of Transportation Structures web site only)
  - Florida Department of Transportation Bridge Load Rating Permitting and Posting Manual
  
- Geotechnical

- Soils and Foundation Handbook
- Manual of Florida Sampling and Testing Methods
- Architectural
  - Building Codes
    - Florida Building Code (includes the engineering design criteria contained in Section 1606; and excludes Chapter 11, Accessibility For People With Physical Disabilities and Appendix E, Energy Conservation)
- Fire Codes and Rules
  - NFPA 70-1990 National Electrical Code
  - NFPA 101-1997 Life Safety Code
  - NFPA 10-1998 Standard for Portable Fire Extinguishers
  - NFPA 11-1999 Standard for Low-Expansion Foam Systems
  - NFPA 11A-1998 Standard for High- and Medium-Expansion Foam Systems
  - NFPA 12-1998 Standard for Carbon Dioxide Extinguishing Systems
  - NFPA 13-1996 Installation of Sprinkler Systems
  - NFPA 30-1996 Flammable and Combustible Liquids Code
  - NFPA 54-1996 National Gas Fuel Code
  - NFPA 58-1998 LP -- Gas Code

Florida Fire Prevention Code as adopted by the State Fire Marshal

Consult with the Florida State Fire Marshal's office for other frequently used codes.

- Energy Conservation
  - Rule 13D-10, FAC, Rules for Construction and Leases of State-Owned Buildings to Ensure Energy Conservation
  - Section 255.251, F.S. Florida Energy Conservation Act of 1974
  - Section 255.255, F.S., Life-Cycle Costs
- Glass
  - Chapter 553, F.S., Part III, Glass
- Flood Plain Management Criteria
  - Section 255.25, F.S., Approval Required Prior to Construction or Lease of Buildings
  - Rules of the Federal Emergency Management Agency (FEMA)
- Extinguishing Systems
  - NFPA 10 Fire Extinguishers
  - NFPA 13 Sprinkler
  - NFPA 14 Standpipe and Hose System
  - NFPA 17 Dry Chemical
  - NFPA 20 Centrifugal Fire Pump
  - NFPA 24 Private Fire Service Mains
  - NFPA 200 Standard on Clean Agent Fire Extinguishing Systems



- Detection and Fire Alarm Systems
  - NFPA 70 Electrical Code
  - NFPA 72 Standard for the installation, maintenance and use of local protective signaling systems
  - NFPA 72E Automatic Fire Detectors
  - NFPA 72H Testing procedures for remote station and proprietary systems
  - NFPA 72G Installation, Maintenance and Use of Notification Appliances
  - NFPA 74 Household Fire Warning Equipment
  - NFPA 75 Protection of Electronic Computer Equipment
  
- Mechanical Systems
  - NFPA 90A Air Conditioning and Ventilating Systems
  - NFPA 92A Smoke Control Systems
  - NFPA 96 Removal of Smoke and Grease-Laden Vapors from Commercial Cooking Equipment
  - NFPA 204M Smoke and Heating Venting

These documents above are revised periodically by the responsible agencies and adopted by authorities having jurisdiction on building projects. The FIRM shall 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 – ADA/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

**2.11 Services to be Performed by the CITY:**

The FIRM will request from the CITY the following materials and/or activities as needed:

- Provide reviews of plans and engineering standards.
- Provide project data on file, as of date of execution.

- Furnish readily available traffic and planning data.
- Provide existing right of way maps.
- Coordinate contacts with environmental agencies.
- Provide access to the bridge as necessary to complete all field reviews.
- Provide Bridge Operators as needed to complete the project with prior written notice to the City.

### 3 PROJECT GENERAL TASKS

Project Common Tasks, as listed below, are work efforts that are applicable to many project activities. These tasks are to be included in the project scope in each applicable activity.

Cost Estimates: The FIRM shall be responsible for producing a construction cost estimate at each phase submittal.

Technical Special Provisions: The FIRM will provide Technical Special Provisions for all items of work not covered by the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications. The Technical Special Provisions shall be technical in nature and shall provide a description of work, materials, equipment and specific requirements, method of measurement and basis of payment. Proposed Technical Special Provisions will be submitted for initial review at the time of the Phase IV (100%) plans submission. All comments will be returned to the FIRM for correction and resolution. Final Technical Special Provisions shall be signed and sealed in accordance with applicable Florida Statutes.

Field Reviews: The FIRM will provide all site visits required to obtain necessary data for all elements of the project.

Technical Meetings: The FIRM will coordinate and attend meetings with CITY and/or agency staff, between disciplines and subconsultants, such as local government meetings, design coordination meetings, progress review meetings (phase review), and miscellaneous meetings.

Quality Assurance/Quality Control: The FIRM will provide the CITY with a Quality Control Plan and be responsible for the quality, technical accuracy and coordination of all designs, drawings, specifications and other services furnished by the FIRM under this contract.

The FIRM shall without additional compensation, correct major errors or deficiencies in the designs, maps, drawings, specifications and/or other services that affect the constructability of the project.

Supervision: The FIRM will supervise all technical design activities.

Coordination: The FIRM will coordinate with all disciplines of the project to produce a final set of construction documents.

Project General Tasks: As described in Sections 3.1 through 3.7 below, represent work efforts that are applicable to the project as a whole and not to any one or more specific project activity. The work described in these tasks shall be performed by the FIRM.

#### 3.1 Public Involvement.

The FIRM shall assist the CITY in preparing a Community Awareness Plan, which consists of a Fact Sheet describing the project. The Community Awareness Plan shall be submitted to the CITY.

**3.2 Specifications Package Preparation:**

The current version of the CITY'S Specifications and FDOT Standard Specifications and Supplemental Specifications shall be used for this project.

The FIRM will prepare a complete Specifications Package according to current reference of FDOT Specifications Package preparation guidelines. The Specifications Package shall be prepared in Microsoft Word format.

The Specifications Package shall be submitted with the Phase IV (100%) and Final plans submittals. The Final submittal shall be two (2) hard copies signed and sealed by a Professional Engineer licensed to work in the State of Florida.

The package will include permits issued to the CITY, and Special Conditions requested by the CITY. If pavement milling is involved, include the pavement composition report.

**3.3 Contract Maintenance:**

The FIRM will set up and maintain complete project files, prepare monthly Progress Reports and schedule updates.

**3.4 Prime Project Manager Meetings:**

The FIRM's Prime Project Manager shall attend all technical meetings, coordinate attendance of other appropriate disciplines, prepare meeting minutes and distribute minutes to attendees.

**4 ROADWAY ANALYSIS**

**4.1 Traffic Control Analysis:**

The FIRM will prepare a safe and effective Traffic Control Plan (TCP) to move vehicular and pedestrian traffic during the various phases of construction. The TCP shall close the bridge to vehicular and pedestrian traffic only when it is absolutely necessary.

**4.2 Summary of Quantities:**

The FIRM shall prepare the summary of quantities sheets. This includes all efforts required to develop the quantities and the supporting documentation, including construction days when required. Quantity calculations shall generally conform to the FDOT Basis of Estimates Manual.

**4.3 Cost Estimate:**

The FIRM shall prepare an estimate of the construction cost for submittal with the Phase III (90%) and subsequent plans submittals.

**4.4 Technical Special Provisions:**

The FIRM shall prepare Technical Special Provisions as required.

**4.5 Field Reviews:**

The FIRM shall perform a field inspections as necessary to prepare roadway plans.

**4.6 Technical Meetings:**

The FIRM shall attend Technical Meetings as appropriate

**4.7 Quality Assurance/Quality Control:**

The FIRM shall perform quality control and quality assurance reviews of contract plans.

The FIRM shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all design drawings, specifications, and other documentation prepared as a part of the contract. The FIRM shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan may be one utilized by the FIRM as part of their normal operation or it may be one specifically designed for this project. The FIRM shall utilize the FDOT's quality control checklist for traffic design drawings. The responsible Professional Engineer that performed the Quality Control review will sign a statement certifying that the review was conducted.

**4.8 Supervision:**

The FIRM shall provide Supervision and Project Management for all work.

**4.9 Coordination:**

The FIRM shall coordinate Structures work with all other work.

**5 ROADWAY PLANS**

The FIRM shall prepare Roadway and Traffic Control 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 FIRM shall prepare a key sheet.

**5.2 Summary of Pay Items Including Quantity Input:**

The FIRM shall prepare a Summary of Pay Items.

**5.3 General Notes/Pay Item Notes:**

The FIRM shall prepare general pay item notes.

**5.4 Summary of Quantities:**

The FIRM shall prepare summary of quantities sheet.

**5.5 Plan Sheet:**

The FIRM shall prepare plan sheets for Roadway at 1"=40' Scale

**5.6 Traffic Control Plan Sheets:**

The FIRM shall prepare plan sheets for Traffic Control at 1"=40' Scale. The FIRM with the CITY Project Manager shall communicate and coordinate with the City of Tampa during prior to submitting the Phase II (60%) Traffic Control Plans.

**5.7 Traffic Control Detail Sheets:**

The FIRM shall prepare detail sheets for Traffic Control.

**5.8 Quality Assurance/Quality Control:**

The FIRM shall perform quality control and quality assurance reviews of contract plans.

The FIRM shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all design drawings, specifications, and other documentation prepared as a part of the contract. The FIRM shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan may be one utilized by the FIRM as part of their normal operation or it may be one specifically designed for this project. The FIRM shall utilize the District's quality control checklist for traffic design drawings. The responsible Professional Engineer that performed the Quality Control review will sign a statement certifying that the review was conducted.

**5.9 Supervision:**

The FIRM shall provide supervision of roadway and traffic control detailing work.

**6 UTILITIES**

The FIRM shall identify utility facilities and secure agreements, utility work schedules, and plans from the Utility Agency Owners (UAOs) ensuring no conflicts exist between utility facilities and the CITY'S construction project. The FIRM shall certify all utility negotiations have been completed with arrangements made for utility work to be undertaken.

**6.1 Kickoff Meeting:**

The FIRM shall attend one kickoff meeting with the CITY.

**6.2 Identify Existing UAO(s):**

Identify all utilities in the corridor; check with Maintenance for Permits, Sunshine State One Call, and Existing Plans.

**6.3 Make Utility Contacts:**

**First Contact (Phase I- 30%):** Send letters and one full and one partial set of plans to each utility, one set for the utility office, one set each to construction and maintenance, if required. Includes contact by phone for meeting coordination. Request type, size, location, easements, cost for compensable relocation, and justification for any utility exceptions. Include the meeting schedule (if applicable) and the design schedule. Include typical meeting agenda. The FIRM shall convey electronic documents and plans when requested from the UAO.

**Second Contact (Phase II- 60%):** At a minimum of 4 weeks prior to the meeting, the FIRM shall transmit one full and one partial set of Phase II plans to each UAO having facilities located within the project limits, and one set to the CITY Offices, as required by the CITY. The Plans shall depict the utility information in color consistent with FDOT CADD standards. The color-coded

plan sets shall be submitted to UAO(s) and the CITY. The FIRM shall also submit a Compact Disk of the plans in PDF format to each UAO. The Plans Submittal shall include the Maintenance of Traffic Phasing Plan and preliminary construction contract time. The FIRM shall discuss in detail the Maintenance of Traffic Phasing Plan and Construction Duration with all involved UAO's to determine a preliminary assumption of impact to construction contract time. The FIRM shall provide a conflict matrix to all involved UAO(s) and a List of Plan Changes since the previous submittal. The FIRM shall be prepared to discuss all findings from Designating and Locating efforts, and the possible need for additional verification. The FIRM shall transfer the reviewed and approved preliminary utility location design to the Utility Adjustment Sheets of the project plans.

**Third Contact (Phase III- 90%):** At a minimum of 4 weeks prior to the meeting, the FIRM shall transmit one full and one partial set of Phase III plans to each UAO having facilities located within the project limits, and one set to the CITY Offices. The Plans shall depict the utility information in color consistent with FDOT CADD standards. The color-coded plan sets shall be submitted to UAO(s), FDOT Construction, Drainage and Roadway Design. The FIRM shall also submit a Compact Disk of the plans in PDF format to each UAO. The Plans Submittal shall include the Maintenance of Traffic Phasing Plan and preliminary construction contract time. The FIRM shall discuss in detail the Maintenance of Traffic Phasing Plan and Construction Duration with all involved UAOs to determine a preliminary assumption of impact to construction contract time. Identify agreements and assemble packages. Send agreements and statutory letters. Not all projects will have all contacts as described above. The FIRM shall provide a conflict matrix to all involved UAO(s). The FIRM shall provide a written list to each UAO, of all changes that have occurred to the plans since the last submittal. The FIRM shall be prepared to discuss all findings from Utility Designating and Locating efforts, and the possible need for additional verification. The FIRM shall transfer the reviewed and approved final utility location design to the Utility Adjustment Sheets of the project plans.

**Final Contact (Phase IV- 100%):** Send one copy of the Phase IV (100%) Plans to each of the involved UAO(s), and one copy for the District Utility Office.

**6.4 Individual/Field Meetings:**

The FIRM shall meet with each UAO separately throughout the project design duration to provide guidance in the interpretation of plans, review changes to the plans and schedules, optional clearing and grubbing work, and assist in the development of the UAO(s) plans and work schedules. The FIRM is responsible for motivating the UAO to complete and return the necessary documents after each Utility Contact or Meeting.

**6.5 Collect and Review Plans and Data from UAO(s):**

Make Determinations (Compensable Interest, Easements, Coordinate, Analyze). Ensure information (utility type, material and size) is sent to the designer for inclusion in the plans. Coordinate programming of funds.

**6.6 Utility Coordination/Follow-up:**

This includes follow-up, interpreting plans, and assisting and the completion of the UAO(s) work schedule and agreements. Includes phone calls, face-to-face meetings, etc., to motivate and ensure the UAO(s) complete and return the required documents in accordance with the project schedule. Ensure the resolution of all known conflicts. This task can be applied to all phases of the project.

**6.7 Contract Plans to UAO(s):**

This includes transmittal of the contract plans as processed for letting. Transmittals to UAO(s) are by certified mail, return receipt requested.

**6.8 Certification/Close-out:**

This includes hours for transmitting utility files to the CITY, bound in an 8½" x 11" format and preparation of the Utility Certification Letter. The FIRM shall certify to the appropriate CITY representative the following:

All utility negotiations (Full execution of each agreement, approved Utility Work Schedules, Technical Special Provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule.

An on-site inspection was made and no utility work will be involved.

The FIRM shall maintain a monthly status of utility coordination by updating the Utility Coordination Tracking System. Copies of all correspondence shall accompany the monthly status update. Upon request from the District Utility Engineer, the FIRM shall make available for inspection, all utility files.

**7 ENVIRONMENTAL PERMITS:**

The FIRM shall notify the CITY Project Manager and other appropriate personnel in advance of all meetings with the regulatory agencies and copy the CITY Project Manager on all permit related correspondence and meetings. The CITY Project Manager and/or designee will also attend the meetings.

**7.1 Preliminary Project Research:**

The FIRM shall perform preliminary project research and shall be responsible for early identification of and coordination with the appropriate regulatory agencies to assure that design efforts are properly directed toward permit requirements.

**7.2 Complete and Submit All Required Permit Applications:**

Collect data and information necessary to obtain the environmental permits required to construct the project.

Prepare permit applications for CITY approval according to the rules and/or regulations of the environmental agency responsible for issuing a specific permit and/or authorization to perform work.

The FIRM shall check to verify if the CITY has a Nationwide Army Corps of Engineers (ACOE) Permit.

The FIRM shall verify if permits from ACOE, United States Coast Guard (USCG), South West Florida Water Management District (SWFWMD), and Environmental Protection Commission of Hillsborough City (EPC) are needed.

**7.3 Environmental Clearances:**

No ponds or mitigation sites are anticipated for this project.

**Wildlife and Habitat Impact Analysis:** Collect data necessary to provide coordination with United States Fish and Wildlife Service (USFWS) and/or National Marine Fisheries Service (NMFS) to document the impacts to wildlife and habitat by the proposed construction activities and secure their authorization for the work.

**Contamination Impact Analysis:** No additional ROW is being acquired for this project and therefore no contamination assessment is required.

Prepare and submit applicable Florida Department of Environmental Protection (FDEP) and/or Environmental Protection Agency (EPA) Notice of Intent (NOI) forms for the construction permits.

Prepare a site specific Storm Water Pollution Prevention Plan (SWPPP).

Provide the appropriate number of copies of the NOI forms and SWPPP for CITY signature.

The construction contractor will be responsible for filing the FDEP and/or EPA NOI and Notice of Termination (NOT) forms.

CITY to Pay Permit Application Fees.

**7.4 Technical Meetings:**

The FIRM shall attend Technical Meetings as appropriate

**7.5 Quality Assurance/Quality Control:**

The FIRM shall perform quality control and quality assurance reviews of contract plans.

The FIRM shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all design drawings, specifications, and other documentation prepared as a part of the contract. The FIRM shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan may be one utilized by the FIRM as part of their normal operation or it may be one specifically designed for this project. The FIRM shall utilize the District's quality control checklist for traffic design drawings. The responsible Professional Engineer that performed the Quality Control review will sign a statement certifying that the review was conducted.

**7.6 Supervision:**

The FIRM shall provide Supervision and Project Management for all work.

**7.7 Coordination:**

The FIRM shall coordinate with all other disciplines.

**8 STRUCTURES – SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS**

The FIRM shall analyze and design all structures in accordance with applicable provisions as defined in Section 2.10, Provisions for Work. Individual tasks identified in Sections 9 through 12 are defined in the



reference FDOT Staff Hour Estimation Handbook and within the provision defined in Section 2.10, Provisions for Work. Contract documents shall display economical solutions for the given conditions.

The FIRM shall provide design documentation to the CITY with each submittal consisting of design calculations and other supporting documentation created during the development of the plans. The design calculations submitted shall address the complete design of all elements. These calculations shall be neatly and logically presented on 8½"x11" paper (where possible) and all sheets shall be numbered. The final design calculations shall be signed and sealed by a Florida-registered professional engineer licensed in the appropriate discipline. A cover sheet indexing the contents of the calculations shall be included and the engineer(s) shall sign and seal that sheet. All computer programs and parameters used in the design calculations shall include sufficient backup information to facilitate the review task.

#### Design Variations and /or Design Exceptions

The FIRM shall prepare the documentation necessary to gain CITY and FDOT approval, in their sole discretion of appropriate Design Variations and/or Exceptions. The following design variations are anticipated:

- A variance from FDOT criteria for lane width to retain the current deck of four, 10-ft wide lanes
- An exception for shoulder width, to retain the current roadway configuration that has no shoulders

#### **8.1 Index of Drawings:**

The FIRM shall prepare an index of Bridge Sheets

#### **8.2 Project Layout:**

The FIRM shall prepare a Project Layout.

#### **8.3 General Notes and Pay Item Notes:**

The FIRM shall prepare general pay item notes

#### **8.4 Incorporate Florida Department of Transportation Standards:**

The FIRM shall modify sheet titles and include FDOT standards for applicable items including reinforcing steel bar bending details, navigation lights, movable bridge signals, and bearing pads.

#### **8.5 Existing Bridge Plans:**

The FIRM shall copy or scan and label existing bridge plans provided by the CITY for inclusion in contract documents.

#### **8.6 Cost Estimate:**

The FIRM shall prepare an estimate of the construction cost for submittal with the Phase III and subsequent plans submittals.

#### **8.7 Technical Special Provisions:**

The FIRM shall prepare Technical Special Provisions to supplement the CITY'S Department of Public Works Transportation Technical Manual 2009 Edition and FDOT'S 2017 Standard Specifications, for specialty work including movable bridge structural, mechanical, electrical and architectural systems, steel painting, and removal of hazardous materials.

**8.8 Field Reviews:**

The FIRM shall perform a detailed inspection of existing bridge as support to the CITY inspector.

**8.9 Technical Meetings:**

The FIRM shall attend up to six Technical Meetings.

**8.10 Quality Assurance/Quality Control:**

The FIRM shall perform quality control and quality assurance reviews of contract plans.

The FIRM shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all design drawings, specifications, and other documentation prepared as a part of the contract. The FIRM shall describe how the checking and review processes are to be documented to verify that the required procedures were followed.

**8.11 Supervision:**

The FIRM shall provide Supervision and Project Management for all work.

**8.12 Coordination:**

The FIRM shall coordinate Structures work with all other work.

**9 STRUCTURES – BRIDGE DEVELOPMENT REPORT:**

**General Requirements**

The FIRM shall perform the following tasks to support the preparation of a Bridge Rehabilitation Report conforming to the format further outlined. The purpose of this report is to identify a scope of work for the specific elements of the structure, including the mechanical and electrical systems associated with operation and control of the bascules, which require corrective actions that will be developed in the Contract Documents. These corrective actions are anticipated to chiefly consist of in-kind repairs to and replacements of existing members or components. The report shall be submitted as a stand-alone document upon completion of the Bridge Development Report. The FIRM will review available information provided by the CITY including the original design drawings and shop drawings, prior rehabilitation plans, live load capacity rating calculations and bridge inspection reports.

- A hands-on inspection performed by the FIRM.
- Review of current FDOT design criteria.
- Presentation of the findings of the preceding efforts will be provided by the FIRM in the West Brorein Street over the Hillsborough River: Report of Needs for Bridge Rehabilitation.

**In-Depth Inspection**

**9.1 Field Inspection - General:**

The purpose of the in-depth inspection is to verify and update existing conditions which will need corrective actions that will be developed in the Contract Documents. The inspection will focus on supporting the development of the Contract Documents for the required work. The inspection

shall provide detailed comments, photographs and/or measurements of conditions as necessary to develop plans and specifications for the required work.

Prior to beginning the fieldwork, previous inspection reports and the notes and photos taken by the FIRM during their cursory inspection subsequent site visits shall be thoroughly reviewed. This will inform the FIRM of recent conditions to be considered during the preparation of field forms/sketches, which will facilitate note taking and dimensioning of deficiencies when encountered. The entire structure including the mechanical and electrical systems that are associated with the operation and control of the bascules shall be accessed to allow visual inspection from close "hands-on" proximity. Access will be accomplished similarly to prior inspections as follows:

- In general, the topside elements of the structure will be accessed and viewed from the sidewalks, without the need for maintenance of traffic. The time required to be spent on the decks is closely associated with the inspection of the steel curbline members and the tops of the stringers that directly support the open steel grid deck.
- The substructure, where it can not be accessed from land, and the majority of the underside areas of the superstructure will be accessed by the CITY'S Harcon and/or ladders.
- Other areas of the bridge will be accessed from land, the fender system or the bridge itself, all without the need for special access equipment or maintenance of traffic.

The in-depth visual inspection will evaluate deficiencies identified in previous inspection reports, and any new deterioration or damage to the structure. When repairs and other non-original conditions are encountered they will be evaluated in consideration of the project objective to extend the service life of the structure for another 50 years. If prior work is deemed to be incapable of meeting the extended service life objective, then the conditions will be sufficiently documented so corrective actions may be developed. When new repairs are required, on-site evaluation of the repair concepts will be performed by the inspection personnel. Measurement of adjacent elements affected by the repairs or affecting the repairs will be performed. Issues influencing on-site/off-site repairs and access-egress requirements for equipment replacement will be evaluated. For the inspection to be most effective, the concepts for repair/rehabilitation/replacement will be developed to a preliminary level by the FIRM prior to the inspection. In consideration of the preceding, the FIRM will be present and actively involved in the in-depth inspection.

## 9.2 Structural Inspection:

The in-depth structural inspection will include the following specific efforts.

- **Concrete Elements:** The visual inspection will provide general information regarding the overall characteristics and quality of the concrete, and conditions that do not require repair. More importantly, all cracks and spalls of significance in the concrete surfaces will be recorded. The areas surrounding spalls, and those exhibiting poorly consolidated concrete or honey-combed concrete, and other suspect areas will be hammer-sounded to identify any subsurface delaminations. These areas occur where the reinforcement is corrosive and the bond with the concrete has been broken, but the expansion of the steel has yet to create a surface spall. This action is necessary to accurately determine the extent of the deterioration and the limits of the repair that is required. Sufficiently dimensioned, detailed sketches will be prepared for all deficiencies requiring repair.

- **Structural Steel:** The superstructure of the bascules will require a thorough cleaning and painting. This action will eliminate corrosion from the steel surfaces and provide future protection. Where the corrosion is severe it is often accompanied by a pitted steel surface or a much greater loss in the thickness of the original steel section. Therefore, the visual inspection will concentrate on the steel locations which exhibit pitting or loss of section. In general, the vicinities of the connections between members or their components, especially those lying in a horizontal plane or those which do not drain well, have been found to be most vulnerable to corrosion. Existing members, components and their fasteners will be evaluated for replacement with regard to meeting the rehabilitation objective of providing another 50 years of service life upon completion of the work.

The inspection will focus on identifying the limits and dimensions of required repairs, including the sizes and locations of new steel sections and their connections. In general, the repairs will involve in-kind replacements of the existing deteriorated elements, and these elements will be measured as required for detailing in the plans. Therefore, the field work for those elements requiring replacement will largely be an effort to verify the dimensions shown in the shop drawings. If shop drawings are not available for some members, then accurate detailed measurements will be made and recorded to prevent the design and fabrication of repairs which do not fit properly.

Existing details that are witnessed to be vulnerable to corrosion will be evaluated for modification to reduce the potential for future corrosion. Where modification of the detail appears feasible, the surrounding elements to remain will be evaluated for any impact associated with the possible modification.

- **Fatigue Sensitive Details:** The steel members of the bascule trusses and the steel floorbeams are fracture critical members. These members were fabricated as built-up sections consisting of rolled shapes and plates that are fastened with rivets. The internal redundancy provided by the riveted built-up construction produces details that have a high resistance to fatigue cracking, and a low likelihood of crack propagation across the individual components of the member section. Historical evidence suggests that fatigue cracking should not be needed unless it is associated with conditions that significantly differ from the original as-built conditions. Therefore, the inspection of these elements will focus on the member connections for fatigue cracking associated with stress raisers, such as those resulting from corrosion, pitting or loss of section, nicks or gouges, impact damage, or any field welds made over the years. Fatigue cracking associated with out-of-plane bending will also be evaluated.

Prior to beginning the field work, the shop drawings will be reviewed to identify all fatigue sensitive details. These will be visually scrutinized from extremely close proximity in the field. Steel surfaces will be wire brushed or scraped of all paint and corrosion as necessary to expose the bare metal. Suspect areas will be further observed with a magnifying lens. Dye penetrant will be applied to the steel surface to confirm any cracks that are found through the visual observations. Should a crack be confirmed, its field documentation will include an assessment as to its cause and a recommend repair. Similar details will then be more closely scrutinized for conditions that may be repetitive.

### 9.3 Underwater Inspection:

A thorough in-depth underwater inspection is proposed. The primary objective is to produce a detailed plan and additional views as necessary for each of the 33 column bases (and the Pivot Pier) to clearly identify the limits of any undermining. Correct measurements will require extensive probing by hand or tool along each column base. Bottom sediment may preclude inspection of the rock/column base interface, and these locations shall be so noted. Proposed repairs are to first involve hydraulic concrete grouting of any localized undermined areas. Depending on the extent of undermining found by the underwater inspection, additional localized installation of rubble riprap will be installed in lieu of the permanent scour countermeasures that were recommended by the Phase III (90%) Scour Report.

#### 9.4 Mechanical Inspection:

The in-depth mechanical inspection will include the following specific efforts.

The FIRM shall perform mechanical inspections of the existing bridge. The inspections will be of sufficient detail to evaluate the existing condition of the mechanical components and determine which components require maintenance, repair, modification, rehabilitation, or replacement. Components, or systems of components, will be investigated to the point that a determination can be made regarding the suitability of equipment for continued use. The inspection will provide sufficient detail to support development of the contract documents for the required work. The inspections will be performed in conformance with AASHTO Movable Bridge Inspection guidelines.

The mechanical systems to be inspected include the following:

- Main drive machinery
- Emergency drive
- Span locks
- Counterweight link

In general, the bridge mechanical systems will be visually inspected in detail for wear, corrosion, lubrication, alignment, cracking and other signs of distress or damage. The recent repair and rehabilitation work will be evaluated for adequacy. Test openings will be made to check for noise, vibration, movement and other adverse operating conditions.

The FIRM shall perform a detailed inspection on the following elements:

- Open spur gearing
- Gear boxes
- Bearings
- Brakes
- Couplings
- Shafts and keys
- Fasteners
- Steel supports
- Grout pads and concrete pedestals
- Hopkins frame and rack bolts

#### 9.5 Electrical Inspection:

The in-depth electrical inspection will include the following specific efforts

The bridge power and control system will be inspected to determine its condition and identify components that are in need of replacement. Bridge lighting and control house ancillary systems will be inspected. All electrical components will be inspected including power supply, controllers, switches, cables, connections, interlocks, traffic and navigation controls. Special instruments such as volt/amp meters, and megohm (megger) testers will be used. Color photographs illustrating general and specific conditions will be taken during the inspection. Electrical service will not be disturbed during the inspection.

The FIRM shall perform a detailed inspection on the following elements:

- Main power distribution and electrical service entrance.
- Movable span controller and contactors.
- Limit switches, interlocks, position indicator devices, span lock actuators, cam switches, and resistor banks.

- Motor control centers, motor starters, and local disconnect devices.
- Drive motor brushes and rings.
- Brake lead wires to solenoids and electric interlocks.
- Perform insulation resistance tests (megger) on drive power and emergency drive cables, power wiring from control contactor to local disconnect, and from local disconnect through motor windings by testing with a megohm tester.
- Bridge lights, roadway lighting, small power outlets, conduit systems, and controls
- Span drive motor currents
- Panel boards, control house lighting and any other associated electrical systems
- Emergency power supply
- Emergency generator
- General house keeping in and around electrical cabinets and equipment
- Terminal blocks
- Conductor terminations
- Electrical systems to determine if they can be brought into compliance with the present National Electric Code (NFPA-70).
- Existing electrical spaces to determine the space available for replacement equipment.

#### 9.6 Steel Bridge Painting Assessment:

The FIRM shall perform Coating Condition Assessment Services; the findings will be incorporated as Technical Special Provisions or Plan Notes based upon the CITY's current requirements.

- Coatings Condition Assessment
 

The coating condition assessment will establish the current condition and nature of the existing coating system on the steel girders and other structural steel components. This will be accomplished through a field examination, sample collection and analysis and documentation in writing and photographically. The Assessment will include:

  - Digital photographic documentation
  - Sample existing coating system(s) in accordance with FM 5-564. Test samples for Lead, Cadmium, Chromium and Arsenic in accordance with AOAC 974.02. Results must be reported in mg/Kg. If feasible, the finish coat will be tested for generic type by Infrared Spectroscopy.
  - Coatings condition assessment of the structure, which includes the following:
    - Evaluation of corrosion utilizing Society for Protective Coatings (SSPC) Visual Standard No. 2. Also, report percent surface area and location of rust on the structure.
    - Evaluation of adhesion of existing coating system(s) in accordance with ASTM D3359, "Standard Test Methods for Measuring Adhesion by Tape Test", Method A. Test enough locations to characterize the overall adhesion characteristics on each surface type (e.g. fascia, expansions, stringers/floor beams, etc.).
    - Determine the dry film thickness of existing coating system by non-destructive means using a representative number of samples. Determine the number of coats by destructive testing (i.e. Tooke gage).

- Notation of any other pertinent information, which facilitates determination of maintenance options and development of Technical Special Provision or Plan Notes for Cleaning and Painting, e.g. service environment, access, etc.
  - Recommend maintenance options for the existing coating system(s), including recommended containment and environmental protection measures.
  - A minimum of seven original reports documenting tasks and including digital photographs, shall be submitted to the CITY.
- Technical Special Provisions or Plan Notes for Cleaning and Painting
- The FIRM shall provide Technical Special Provisions for Cleaning and Painting, in the form of Technical Special Provisions or Plan Notes signed and sealed by a Registered Professional Engineer as required for this project. The Technical Special Provisions or Plan Notes will integrate knowledge obtained from the coating condition assessment and laboratory testing. At a minimum, the following items will be included:
  - Reference to applicable Florida Department of Transportation Standards Specifications 2007 Edition.
  - Cleaning and Painting Requirements
    - Contractor Qualifications
    - Degree of containment per SSPC Guide 6.
    - Coating materials
      - Recommend FDOT Qualified Products List materials when possible
      - Number of coats
      - Generic type of each coating
      - Coordinate color selections with the CITY
  - Coating application.
    - Per manufactures Product Data Sheet instructions.
    - Cure time between coats.
  - Coating conditions
  - Inspection criteria

**9.7 Live Load Ratings:**

**As-Built Sections**

- The Structures Design Guidelines (FDOT, 2017) requires new load ratings to be calculated prior to preparation of rehabilitation plans. The FIRM shall perform live load ratings for all of the members of the superstructure that are identified to remain. This effort shall be done concurrently or in advance of the in-depth structural inspection.

**As-Inspected Sections**

- The FIRM shall calculate live load ratings for any member whose load bearing section(s) has been determined by review of the in-depth inspection findings to have been reduced by deterioration or otherwise modified from its original as-built section. Analysis of the reduced/modified section(s) shall be the basis for member strengthening or replacement.

**Preliminary Plans**

**9.8 General Notes Sheets:**

The FIRM shall prepare general notes sheet.

**9.9 Plan and Elevation Sheets:**

The FIRM shall prepare Plan and Elevation Sheets.

**9.10 Superstructure Section Sheets:**

The FIRM shall prepare superstructure repair sheets.

**9.11 Substructure Section Sheets:**

The FIRM shall prepare substructure repair sheets.

**9.12 Movable Span General Notes:**

The FIRM shall prepare general notes for the movable span.

**9.13 Movable Span Plan and Elevation Sheets:**

The FIRM shall prepare Plan and Elevation Sheets for the movable span.

**10 STRUCTURES – MEDIUM SPAN CONCRETE BRIDGE (APPROACH STRUCTURES):**

The FIRM shall prepare plans for Medium Span Concrete Bridge(s) at the location(s) specified in Section 2.5. Incorporate design concepts “5 Strategies for Improved Post-Tensioned Bridges in Florida” in accordance with provisions as defined in Section 2.17, Provisions for Work.

**General Layout Design and Plans**

**10.1 Overall Bridge Final Geometry:**

The FIRM shall prepare plans for the overall bridge final geometry

**10.2 Expansion/Contraction Analysis:**

The FIRM shall compute bridge movements for joint and bearing design.



**10.3 General Plan and Elevation:**

The FIRM shall prepare a general plan and elevation sheet of the bridge identifying the scope of work.

**10.4 Miscellaneous Details:**

The FIRM shall provide miscellaneous details as needed for concrete repairs.

**Abutment Design and Plans**

**10.5 Abutment Details:**

FIRM shall prepare repairs details as for delimitations in the abutments

**Intermediate Bent Design and Plans**

**10.6 Bent Details:**

The FIRM shall prepare concrete abutment repair details.

**Pier Design and Plans**

**10.7 Pier Details:**

The FIRM shall prepare concrete pier repair details.

**Superstructure Deck Design and Plans**

**10.8 Diaphragm Design/Jacking Loads:**

The FIRM shall calculate loads and determine jacking positions.

**10.9 Superstructure Section:**

The FIRM shall prepare plan section of bridge showing repairs.

**10.10 Miscellaneous Superstructure Details:**

The FIRM shall prepare repair details for expansion joints, bearings, and rails.

**Reinforcing Bar Lists**

**10.11 Reinforcing Bar List:**

The FIRM shall prepare reinforcing bar lists.

**Load Rating**

**10.12 Load Ratings:**

The FIRM shall perform a Load Resistance and Factor Rating (LRFR) load rating for the entire bridge and include in Phase III plans submittal.

11      **STRUCTURES – MOVABLE SPAN:**

The FIRM shall prepare plans for Movable Span of the Bridge at the location specified in Section 2.4

**Bascule Design**

**11.1      Stringer Design:**

The FIRM shall prepare plans to replace deteriorated steel stringers from the long arm

**11.2      Typical Floorbeam Design:**

The FIRM shall prepare plans to replace deteriorated steel members.

**11.3      End Floorbeam Design:**

The FIRM shall prepare plans to replace deteriorated steel members.

**11.4      Deep Floorbeam Design:**

The FIRM shall prepare plans to replace deteriorated steel members.

**11.5      Sidewalk Bracket Design:**

**11.6      Main Girder Design:**

The FIRM shall prepare plans to replace deteriorated steel members on the main girders.

**11.7      Leaf Lateral Bracing Design:**

The FIRM shall prepare plans to replace deteriorated steel members.

**11.8      Live Load Shoe:**

The FIRM shall prepare plans to replace the live load shoe.

**11.9      Balance Calculations:**

The FIRM shall prepare balance calculations and balancing plan, including construction contract span balancing details.

**11.10     Deck Design:**

The FIRM shall prepare plans to:

- Replace concrete-filled grid deck on the long arm.
- Replace open steel grid deck.

**11.11     Sidewalk Design:**

The FIRM shall prepare plans to replace steel grating sidewalk

**11.12     Sidewalk Bracket Design:**

The FIRM shall prepare plans to replace deteriorated steel members.

**11.13 Barrier Design:**

The FIRM shall design and prepare details to replace non-crashworthy rail traffic barriers along bascule to improve safety.

**11.14 Flooring Plan and Details:**

The FIRM shall prepare plans for bascule grid deck replacement.

**11.15 Traffic Barrier Details:**

The FIRM shall prepare details to install steel post and tubular rail traffic barriers along bascule curblines to improve safety.

**11.16 Pedestrian Rail and Support Details:**

The FIRM shall prepare repair/rehabilitation details.

**11.17 Curb and Sidewalk Details:**

The FIRM shall prepare details to replace vertical curb plates.

**11.18 Barrier and Sidewalk Bracket Details:**

The FIRM shall prepare repair/rehabilitation details.

**Basculer Leaf Detailing**

**11.19 Bascule General Plane & Elevation:**

The FIRM shall prepare balance calculations and balancing plan, including construction contract span balancing details.

**11.20 Bascule Lead Notes:** The FIRM shall prepare Bascule Lead Notes.

**11.21 Framing Plan:**

The FIRM shall identify structural steel repair/rehabilitation work.

**11.22 Flooring Plan and Details:** The FIRM shall prepare Flooring Plan and Details.

**11.23 Typical Section and Finish Grade Elevations:**

The FIRM shall prepare Typical Section and Finish Grade Elevations.

**11.24 Floor Beams:**

The FIRM shall prepare repair/rehabilitation details.

**11.25 Lateral Bracing Details:**

The FIRM shall prepare repair/rehabilitation details.

**11.26 Span Locks:** The FIRM shall prepare repair/rehabilitation details.

**11.27 Drive Shafts, Couplings, Keys, Bearings and Supports:** The FIRM shall prepare repair/rehabilitation details.

- 11.28 Recondition Drive Machinery - Rack and Pinion, Bearings and Supports:** The FIRM shall prepare repair/rehabilitation details.
- 11.29 Drive Train:** The FIRM shall prepare repair/rehabilitation details.
- 11.30 Hydraulic Drive:**  
Emergency Drive Only
- 11.31 Drive Details:** The FIRM shall prepare repair/rehabilitation details.

#### **Electrical Design**

**11.32 Load Analysis:**

The FIRM shall prepare calculations for analysis of electrical loads.

**11.33 Power Distribution:**

The FIRM shall inspect and if necessary prepare plans for the replacement of electrical power system, including service and associated transformers. Also replace the generator.

**11.34 Drive Equipment:**

The FIRM shall inspect and if necessary prepare plans for the replacement of drive equipment.

**11.35 Bridge Controls:**

The FIRM shall investigate and design replacement of the existing control system with the most feasible type of system, such as a Programmable Logic Controller (PLC) based control, Relay or other system that fits within the confines of the existing structures.

**11.36 Grounding:**

The FIRM shall prepare electrical system grounding design.

**11.37 Lightning and Surge Suppression:**

The FIRM shall prepare plans for the installation of surge suppression, grounding and bonding systems.

**11.38 Pier Lighting:**

The FIRM shall prepare plans for pier fender navigation lighting.

#### **Electrical Detailing**

**11.39 Electrical Plan and Elevation:**

The FIRM shall prepare plans for electrical system layout.

**11.40 Electrical Symbols and Abbreviations:**

The FIRM shall prepare plan defining electrical symbology.

**11.41 Single/Three Line Diagram:**

The FIRM shall prepare plan of single/three line diagram.

**11.42 Panel Board and Light Fixture Schedules:**

The FIRM shall prepare plans of lighting panels.

**11.43 Wire and Conduit Schedules and Diagrams:**

The FIRM shall prepare plans for the replacement of wiring, conduit, junction boxes, receptacles and maintenance lighting.

**11.44 Control Desk/Panel Layout:**

The FIRM shall prepare plans of control desk.

**11.45 Control Schematics:**

The FIRM shall prepare plans of control schematics.

**11.46 PLC Logic:**

The FIRM shall analyze if the best option is to replace the system with a new PLC or relay based system and report to the CITY. Based upon CITY direction the FIRM will proceed with the selected design.

**11.47 Communication System:**

The FIRM shall prepare plans to install intercom and public address systems.

**11.48 Navigation Lighting Details:**

The FIRM shall inspect and prepare plans to replace navigation channel lights if required.

**11.49 Pedestrian Gate, Traffic Gate, and Barrier Details:**

The FIRM shall investigate current conditions of the Pedestrian Gate, Traffic Gate, and Barrier to determine if they meet the Manual on Uniform Traffic Control Devices (MUTCD) standards; and if not, prepare details to revise.

**11.50 Submarine Cable:**

The FIRM shall prepare plans to replace submarine cables.

**11.51 Miscellaneous Details:**

The FIRM shall design details for locks and full closed limit switch details.

**Control House**

**11.52 Architectural Design:**

The FIRM shall prepare plans to Replace Windows, Replace Door and Design enclosure around toilet

**11.53 Architectural Details:**

The FIRM shall prepare architectural details for replacement of windows, door and toilet enclosure.

**11.54 Structural Design:** The FIRM shall prepare Structural Design plans for the new elements in the tender's house.

**11.55 Structural Details:**

The FIRM shall prepare structural details for the new elements in the tender's house.

**11.56 HVAC/Plumbing Design:** The FIRM shall prepare plans and details for plumbing designs.

**11.57 HVAC/Plumbing/Electrical Cables:** The FIRM shall prepare plans and details for plumbing design.

**Reinforcing Bar Lists**

**11.58 Preparation of Reinforcing Bar List:** The FIRM shall prepare plans and details for plumbing designs.

**Miscellaneous Tasks**

**11.59 Load Ratings:**

The FIRM shall perform LRFR bridge load ratings for the design.

**12 STRUCTURES – MISCELLANEOUS**

The FIRM shall prepare plans for Miscellaneous Structure(s) as specified in Section 9.1.

**12.01 Bridge Mounted Signs (Attached to Superstructure):**

The FIRM shall prepare plans for replacement of bridge mounted traffic (movable bridge) signs.

**13 SIGNING AND PAVEMENT MARKING ANALYSIS**

The FIRM shall analyze and document Signing and Pavement Markings Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

**13.1 Traffic Data Analysis:**

The FIRM shall review existing CITY approved preliminary engineering report, typical section package, traffic technical memorandum and proposed geometric design alignment to identify proposed sign placements and roadway markings. The FIRM will perform traffic analysis to determine detour.

**13.2 Reference and Master Design File:**

The FIRM shall provide the design details for the entire project using master design file.

**13.3 Quantities:**

The FIRM shall provide quantity take off for the project at phases III and IV for the signing and pavement-marking component of the entire project.

**13.4 Computation Book:**

The FIRM shall prepare computation book for the project at phases III and IV for the signing and pavement-marking component of the entire project.

**13.5 Cost Estimates:**

The FIRM shall produce an accurate engineer's construction cost estimate for the signing and pavement marking component at Phases III (90%) and IV (100%)

**13.6 Technical Special Provisions:**

**13.7 Field Reviews:**

The FIRM shall conduct field reviews of the project with a representative from the CITY for the required phases. This includes all trips required to obtain necessary data for all elements of the project.

**13.8 Quality Assurance/Quality Control:**

The FIRM shall be responsible for the professional quality, technical accuracy and coordination of traffic design drawings, specifications and other services furnished by by FIRM under the contract.

The FIRM shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all design drawings, specifications, and other documentation prepared as a part of the contract. The FIRM shall describe how the checking and review processes are to be documented to verify that the required procedures were followed.

**13.9 Supervision:**

The FIRM shall provide all efforts required to supervise all technical design activities.

**13.10 Coordination:**

The FIRM shall provide all efforts to coordinate with all disciplines of the project to produce a final set of construction documents and to ensure high degree of accuracy for the design plans is achieved.

**14 SIGNING AND PAVEMENT MARKING PLANS**

The FIRM shall prepare a set of Signing and Pavement Marking Plans in accordance with the Plans Preparation Manual that includes the following:

**14.1 Key Sheet:**

The FIRM shall prepare the key sheet in accordance with the latest format depicted in the Plans Preparation Manual.

- 14.2 Summary of Pay Items Including TRNS\*PORT Input:** The FIRM shall prepare Summary of Pay Items.
- 14.3 Tabulation of Quantities:** The FIRM shall prepare Tabulation of Quantities.
- 14.4 General Notes/Pay Item Notes:**  
The FIRM shall include all pertinent general notes and pay item notes as deemed fit.
- 14.5 Project Layout:** The FIRM shall prepare Project Layout.
- 14.6 Plan Sheet:**  
The FIRM shall prepare the Signing & Marking plan sheets utilizing the Design file to include all necessary information related to the project design elements and all associated reference files.
- 14.7 Typical Details:**  
The FIRM shall prepare details for the Signing & Marking plan sheets.
- 14.8 Compensation:**  
See Exhibit B



**EXHIBIT B**

**CONTRACT NUMBER: TBD  
BROREIN BRIDGE REHABILITATION  
COMPENSATION SCHEDULE**

<b>TASK DESCRIPTION</b>	<b>T. Y. Lin</b>	<b>Hardesty &amp; Hanover</b>	<b>KTA Tator</b>	<b>AMEC</b>	<b>Element Engineering</b>	<b>HCI</b>	<b>Bolt Underwater</b>	<b>TOTAL</b>
Basic Design Services (LUMP SUM)	\$ 241,448	\$ 180,923	\$ 10,653	\$ 4,086	\$ 23,140	\$ 11,391	\$ 2,806	\$ 474,447.30
Owner's Allowance	\$ 25,000							\$ 25,000
<b>TOTAL</b>	<b>\$ 266,448</b>	<b>\$ 180,923</b>	<b>\$ 10,653</b>	<b>\$ 4,086</b>	<b>\$ 23,140</b>	<b>\$ 11,391</b>	<b>\$ 2,806</b>	<b>\$ 499,447.30</b>

**COMPENSATION**

Firm's total compensation under the Agreement for all services identified in Exhibit A is established as a lump sum amount of \$499,447.30. The Owner's Allowance is available for the City's exclusive use and is available for scope changes as instructed and approved, in advance and in writing, by the City. Unused portions of the Owner's Allowance 100% returns to the City.

## Exhibit C

### CITY OF TAMPA INSURANCE REQUIREMENTS

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

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

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

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

- A. Commercial General Liability (CGL) Insurance on the most current Insurance Services Office (ISO) Form CG 00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily, personal and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and completed operations liability coverage maintained for at least 3 years after completion of work. Limits shall not be less than \$1M per occurrence and \$2M general aggregate for Agreements valued at \$2M or less; if valued over \$2M, a general aggregate limit that equals or exceeds the Agreement's value. If a general aggregate limit applies, it shall apply separately to the project/location (ISO CG 25 03 or 25 04 or equivalent). **(ALWAYS APPLICABLE)**
- B. Automobile Liability (AL) Insurance in accordance with Florida law, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. AL insurance shall not be less than: (a) \$500,000 combined single limit each occurrence bodily injury and property damage for Agreements valued at \$100,000 or less or (b) \$1M combined single limit each occurrence bodily injury and property damage for Agreements valued over \$100,000. If transportation of hazardous material involved, the MCS-90 endorsement (or equivalent). **(ALWAYS APPLICABLE)**
- C. Worker's Compensation (WC) & Employer's Liability Insurance for all employees engaged under the Agreement, Worker's Compensation as required by Florida law. Employer's Liability with minimum limits of (a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for Agreements valued at \$100,000 and under or (b) \$1M bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each for all other Agreements. **(ALWAYS APPLICABLE)**
- D. Excess (Umbrella) Liability Insurance for Agreements valued at \$2M or more, at least \$4M per occurrence in excess of underlying limits and no more restrictive than underlying coverage for all work performed by Firm. May also compensate for a deficiency in CGL, AL, or WC. **(ALWAYS APPLICABLE)**
- E. Builder's Risk Insurance for property loss exposure associated with construction/renovation/additions to buildings or structures, including materials or fixtures to be incorporated. Must be "All Risk" form with limits of no less than the project's completed value, have no coinsurance penalties, eliminate the "occupancy clause", cover Firm (together with its contractors, subcontractors of every tier, and suppliers), and name City as a Loss Payee. **(IF APPLICABLE)**
- F. Installation Floater coverage for property (usually highly valued equipment or materials such as compressors, generators, etc.) during its installation. Coverage must be "All Risk" including installation and transit for no less than 100% of the installed replacement cost value. **(IF APPLICABLE)**
- G. Architects & Engineers Liability/ Professional Liability (E&O)/ Contractors Professional Liability (CPrL)/ Medical Malpractice Insurance where Agreement involves Florida-regulated professional services (e.g. architect, engineer, design-builder, CM, accountant, appraiser, investment banker medical professional) at any tier, whether employed or independent, vicarious design liability exposure (e.g. construction means & methods, design supervision), value engineering, constructability assessments/reviews, BIM process, and/or performance specifications. Limits of at least \$1M per occurrence and \$2M aggregate; deletion of design/ build liability exclusions, as applicable, and maintained for at least 3 years after completion of work/services and City's acceptance of same. **(IF APPLICABLE)**
- H. Railroad Protective Liability (RPL) Insurance for construction within 50ft of operated railroad track(s) or where affects any railroad bridge, trestle, tunnel, track(s) roadbed, or over/under pass. Subject to involved rail road's approval prior to commencement of work. **(IF APPLICABLE)**.
- I. Pollution and/or Asbestos Legal Liability Insurance where Agreement involves asbestos and/or environmental hazards/contamination risks (defined broadly, e.g. lead, mold, bacteria, fuel storage, underground work, cleanup (owned or non-owned sites), pollutant generation/transportation, marine/natural resource damage, contamination claim, restitution, business interruption, mold, fungus, lead-based paint, 3rd party claims/removal, etc.), with limits of at least \$1M per occurrence and \$2M aggregate, maintained for at least 3 years after Agreement completion. **(IF APPLICABLE)**
- J. Cyber Liability Insurance where Agreement involves portals allowing access to obtain, use, or store data; managed dedicated servers; cloud hosting services; software/hardware; programming; and/or other IT services

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

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

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

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

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

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

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

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

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

#### ADDITIONAL REQUIREMENTS

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

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

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

- Contract Administration Department, 306 E Jackson St, Tampa, FL 33602     Purchasing Department, 306 E Jackson Street, Tampa, FL 33602  
 Other: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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



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

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

Contract No.: 17-D-0013 Contract Name: Brorein Street Bridge Rehabilitation - Design  
 Company Name: T.Y. Lin International Address: 12802 Tampa Oaks Blvd, Suite 245, Tampa, FL 33637  
 Federal ID: 94-1598707 Phone: 813-972-9444 Fax: \_\_\_\_\_ Email: atiq.alvi@tylin.com

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

No Firms were contacted or solicited for this contract.

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

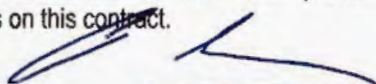
See attached list of additional Firms solicited and all supplemental information (List must comply to this form)

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

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

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services  NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
59-3403-106  O	<b>Bolt Underwater Services, Inc.</b> 7930 62nd Street North, Pinellas Park, FL 33781 Phone 727-546-4198 Fax 727-549-81331 mag@boltunderwater.com	CF	912	Email	Y
45-3031954  O	<b>Hardesty &amp; Hanover, Inc.</b> 5461 W. Waters Avenue, Suite 910, Tampa, FL 33634 Phone 813-514-4507 Fax 813-749-0826 jphillips@hardesty-hanover.com	N/A	925	Email	Y
25-1342759  O	<b>KTA-Tator, Inc.</b> 115 Technology Drive, Pittsburgh, PA 15275 Phone 412-788-1300 pcorbett@kta.com	N/A	925	Email	Y
91-1641772  O	<b>AMEC Foster Wheeler</b> 1101 Channelside Drive, Suite 200, Tampa, FL 33602 Phone 863-667-2345 stehanie.kitzerow@amecfw.com	N/A	925	Email	Y
56-2565488  WMBE	<b>Element Engineering Group</b> 1713 E 9th Avenue, Tampa, FL 33605 Phone 813-386-2101 Fax 813-386-2106 dgil@elementeg.com	HM	925	Email	Y

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

Signed:  Name/Title: Atiq Alvi, PE - Vice President Date: 2/15/2017

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



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

**Page 3 of 4 – DMI Solicited/Utilized Schedules**

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

Contract No.: 17-D-0013 Contract Name: Brorein Street Bridge Rehabilitation - Design  
 Company Name: T.Y. Lin International Address: 12802 Tampa Oaks Blvd, Suite 245, Tampa, FL 33637  
 Federal ID: 94-1598707 Phone: 813-972-9444 Fax: \_\_\_\_\_ Email: atiq.alvi@tylin.com

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

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

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

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

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

NIGP Code General Categories: Buildings = 909, General = 912, Heavy = 913, Tr

ades = 914, Architects =

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

S = SLBE W=WMBE O =Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials  NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
59-3403-106 O	<b>Bolt Underwater Services, Inc.</b> 7930 62nd Street North, Pinellas Park, FL 33781 Phone 727-546-4198 Fax 727-549-81331 mag@boltunderwater.com	F, CM	912	\$3k	1%
45-3031954 O	<b>Hardesty &amp; Hanover, Inc.</b> 5461 W. Waters Avenue, Suite 910, Tampa, FL 33634 Phone 813-514-4507 Fax 813-749-0826 jphillips@hardesty-hanover.com	N/A	925	\$181k	38%
25-1342759 O	<b>KTA-Tator, Inc.</b> 115 Technology Drive, Pittsburgh, PA 15275 Phone 412-788-1300 ncorbett@kta.com	N/A	925	\$11k	1%
91-1641772 O	<b>AMEC Foster Wheeler</b> 1101 Channelside Drive, Suite 200, Tampa, FL 33602 Phone 863-667-2345 stehanie.kitzerow@amecfw.com	N/A	925	\$4k	1%
56-2565488 WMBE	<b>Element Engineering Group</b> 1713 E 9th Avenue, Tampa, FL 33605 Phone 813-386-2101 Fax 813-386-2106 dgil@elementeg.com	HM	925	\$23k	5%

Total ALL Subcontract / Supplier Utilization \$ 230,000

Total SLBE Utilization \$ 0

Total WMBE Utilization \$ 55,000

Percent SLBE Utilization of Total Bid/Proposal Amt. 0 % Percent WMBE Utilization of Total Bid/Proposal Amt. 12.5 %

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

Signed: \_\_\_\_\_ Name/Title: Atiq Alvi, PE - Vice President Date: 2/15/2017

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