

Agmt

RESOLUTION NO. 2018- 34

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$636,322.87 BETWEEN THE CITY OF TAMPA AND KISINGER CAMPO & ASSOCIATES, CORP. IN CONNECTION WITH CONTRACT 17-D-00022; GREEN SPINE CYCLE TRACK - 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 Kisinger Campo & Associates, Corp., as (Consultant) to provide professional services in connection with Contract 17-D-00022; Green Spine Cycle Track - 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 Kisinger Campo & Associates, Corp., in connection with Contract 17-D-00022; Green Spine Cycle Track - 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 Engineering Services in the amount of \$636,322.87 for the Green Spine Cycle Track within the Local Option Gas Tax Capital Projects Fund and the Multi Modal Capital Improvement Projects Central East District for use by the Transportation and Stormwater Services Department.

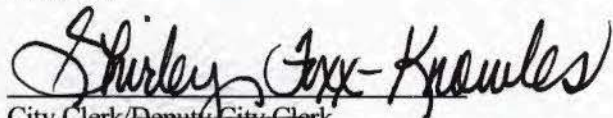
Section 4. That other proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

JAN 1 1 2018

PASSED AND ADOPTED by the City Council of the City of Tampa, Florida, on _____.


Chairman/Chairman Pro-Tem, City Council

ATTEST:


City Clerk/Deputy City Clerk

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

B2018-46

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 Kisinger Campo & Associates, Corp. a/an Florida Corporation authorized to do business in the State of Florida, ("CONSULTANT"), the address of which is 21 North Franklin Street, Suite 400, Tampa, FL 33602.

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-00022; Green Spine Cycle Track – 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 \$636,322.87 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 to in advance by the CITY. For purposes of this Agreement, an operating and/or audit year is the equivalent to the CONSULTANT's fiscal year. The determination of when Grant Funds are expended is based on when the activity related to the expenditure occurs.

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

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

XXVIII. DEFAULT

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

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 on in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the CITY) on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that records, in part or in total, that are exempt or that are confidential and exempt from disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion (or earlier termination) of the Agreement if 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:
KISINGER CAMPO & ASSOCIATES, CORP.

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

EXHIBIT A

GREEN SPINE CYCLE TRACK

CONTRACT NUMBER: 17-D-00022

SCOPE OF SERVICES

HIGHWAY AND BRIDGE/STRUCTURAL DESIGN

This Exhibit forms an integral part of the agreement between the City of Tampa (hereinafter referred to as the CITY) and Kisinger Campo & Associates, Corp. (hereinafter referred to as the FIRM) relative to the transportation facility described as follows:

Financial Project ID: 439476-1-52-01
City Contract No.: 17-D-00022
Description: Green Spine Cycle Track

1 PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the FIRM in connection with the design and preparation of a complete set of construction contract documents and engineering services for improvements to the transportation facility described herein.

The general objective is for the FIRM to prepare a set of contract documents including plans, specifications, supporting engineering analysis, calculations and other technical documents in accordance with CITY and Florida Department of Transportation (FDOT) policy, procedures and requirements. These contract documents will be used to build the federally funded Local Agency Program (LAP) project and test the project components. The FIRM will follow a systems engineering process to ensure that all required project components are included in the development of the contract documents and the project can be built as designed and to FDOT specifications.

This Scope will establish which items of work in the FDOT Plans Preparation Manual and other pertinent manuals are specifically prescribed to accomplish the work included in this contract, and also indicate which items of work will be the responsibility of the FIRM.

The FIRM will provide project management for this project. These include communication with the CITY and others as necessary, management of time and resources, and documentation. The FIRM shall set up and maintain throughout the design of the project a contract file in accordance with CITY procedures. FIRM to provide services in accordance with current regulations, codes. The FIRM shall provide qualified technical and professional personnel to perform to CITY standards and procedures.

The FIRM shall provide Quality Assurance/Quality Control and supervision of all design work, coordination amongst design disciplines, and shall be fully responsible for all work performed and work products developed within this Scope.

2 PROJECT DESCRIPTION

The FIRM shall investigate the status of the project and become familiar with concepts and commitments (typical sections, alignments, etc.) developed from prior studies and/or activities. The following represents a general description of the project:

Segregated bi-directional cycle track along the south side of Cass Street from North Howard Avenue to Rome Avenue, North Boulevard to Doyle Carlton Drive; along the east side of Nuccio Parkway from Nebraska Avenue to 13th Avenue; along the east side of 15th Street from 13th Avenue to 21st Avenue.

2.1 Project General and Roadway

Public Involvement: Two (2) Public Meetings

Other Agency Presentations/Meetings: Ten (10) meetings with local governing authorities, Metropolitan Planning Organization (MPO), special interest groups, etc.

Specification Package Preparation: Preparation of Specifications for construction documents.

Plan Type: Roadway Plans.

Typical Section: Five urban typical sections with curb and gutter and sidewalks in each direction for Cass Street, Nuccio Parkway, and 15th Street: (1) Phase 2A – 9' wide Cycle Track on south side of Cass Street with 3' raised traffic separator, 10' vehicular travel lanes, and 8' parking lane; (2) Phase 2B – 12' wide cycle track on south side of Cass Street with 3' raised traffic separator, three 11' vehicular travel lanes, and 11' center turn lane; (3) Phases 3A & 3B – 11' wide cycle track along east side of Nuccio Parkway with 3' raised traffic separator and one 10' northbound vehicular travel lane; (4) Phase 3C-1 – 9' wide cycle track on east side of 15th Street with 3' raised traffic separator, two 10' vehicular travel lanes, and 8' parking lane; (5) Phase 3C-2 – 11' wide cycle track along east side of 15th Street with 3' raised traffic separator, two 10' vehicular travel lanes, and 8' parking lane.

Pavement Design: Four pavement designs.

Transit Route Features: HART bus pads and signage.

2.2 Drainage

System Type: Closed drainage system with curb or curb & gutter with curb inlets and stormsewer system. Every effort will be made to keep the existing inlets in their current location and use slots to maintain the existing drainage patterns. Under this

scope, a maximum of twelve inlets will be relocated, added, or modified due to the proposed improvements. No stormwater treatment is required. Bio-Swales will be analyzed for use throughout the corridor. It is assumed a maximum of five (5) Bio-swales will be designed. Proposed bus bays will be analyzed to ensure no ponding of water. A working drainage map will be used; however, it will not be included in the plan set.

The project includes potential impacts to the Federal Emergency Management Agency (FEMA) 100 year floodplain at Cass Street and the Hillsborough River (Panel 12057C0354H) due to the proposed connection to the Riverwalk at the Straz Center. This project will include meeting with the Southwest Florida Water Management District (SWFWMD) for a determination of whether floodplain encroachment will occur as the result of the trail connection to the Riverwalk and if floodplain calculations of cut versus fill for the proposed improvements to show no adverse impacts will be necessary, along with any required permits. Floodplain calculations and obtaining Environmental Resource Permits is excluded from this Scope.

Any proposed pipes will be designated as Reinforced Concrete Pipe (RCP), an analysis of optional pipe materials is not included.

2.3 Utilities Coordination

The FIRM is responsible for coordinating utility work and ensuring utility work schedules will not conflict with the physical construction schedule. The FIRM will coordinate the transmittals to UAOs, as defined in Section 7.

The FIRM will manage all utility coordination activities.

The FIRM will manage all utility coordination in accordance with FDOT, Federal Highway Administration (FHWA), and American Association of State Highway and Transportation (AASHTO) standards, policies, procedures, and design criteria.

The FIRM will identify all existing and proposed utilities and resolve any utility conflicts.

The FIRM will schedule all utility coordination meetings, record meeting minutes, and track actions items.

The FIRM will distribute plans and utility conflict matrices to utility owners.

The FIRM will identify any required FDOT agreement and coordinate reimbursements for utilities.

The following UAOs to be contacted for coordination on this project include, but are not limited to: Fiberlight LLC, AT&T Transmission, Windstream Communications, Fibernet Direct, Frontier Communications, Level 3 Communications, MCI Verizon Business, TECO Peoples Gas, Tampa Water Department, Tampa Wastewater Department, Tampa Electric Company, Bright House Networks, XO

Communications, Delatacom, Hillsborough County ITS, Hillsborough County Sheriff's Office, Tampa Hillsborough Expressway Authority, Tampa Port Authority, Sprint

2.4 Environmental Permits, Compliances, and Clearances

The FIRM will apply to the Southwest Florida Water Management District (SWFWMD) for a permit exemption. No other environmental permit applications are included in this Scope. No compensatory wetland mitigation is required.

2.5 Structures

Miscellaneous: Mast arm for Rectangular Rapid Flashing Beacon (RRFB) or High Intensity Activated Crosswalk (HAWK) signal at one (1) location.

2.6 Signing and Pavement Markings

Provide signing and pavement markings for the milled and resurfaced roadway, including the two-way pavement markings for the Cycle Track. Provide green pavement markings for the Cycle Track at intersection and driveway crossings and bike boxes at signalized intersections where connectivity to adjacent bicycle networks is required.

Provide ground mounted or overhead Rectangular Rapid Flash Beacon (RRFB) signal or High-intensity Activated Cross Walk (HAWK) beacon signal at the Howard Avenue crossing and ground mounted RRFBs or HAWK signal at the existing crosswalk south of the Nuccio Pkwy/3rd Avenue intersection.

2.7 Signalization

Intersections provide bicycle signal heads at the following six signals:

- Doyle Carlton at Straz Center
- Nebraska Avenue
- 7th Avenue
- Palm Avenue
- Columbus Drive
- 17th Avenue

No bicycle detection will be provided.

Bus transit queue jump signal head to be designed at the northeast corner of Nuccio & 7th Avenue. The signal head will be mounted using one of the following options:

1) combined with the bicycle signal on a ground mounted pole, or 2) mounted to the existing span wire signal pole at the northeast corner of the intersection using mounting hardware. It is assumed that attaching the new signal head to the existing span wire will require signal replacement for the intersection, which is not included in this project scope.

2.9 Landscape Architecture

Include coordination with existing and/or proposed underground utilities including but not limited to CITY lighting, drainage and Intelligent Transportation Systems (ITS). Landscape coordination with ITS shall include both underground conflicts and above-ground impacts to existing and/or proposed ITS coverage. The FIRM shall closely coordinate with the CITY's ITS units to ensure that all conflicts are identified, addressed and mitigated.

Planting Plans: Develop conceptual plan and coordinate with the CITY. Urban landscaping with Xeriscape that compliments or matches the City's existing landscape palettes. Gateway type landscaping in select areas.

Irrigation Plans: Irrigation Design may include, but is not limited to, the locations and sizes of pumps, pump stations, mainlines, lateral lines, irrigation heads, valves, meters, backflow, and control devices.

Hardscape Plans: Includes preparation of hardscape design sketch illustrations and details at 5 locations. These sketch illustrations will link the cycle track with the local community as gateway features.

Outdoor Advertising: Includes single location along corridor.

2.10 Survey

Design Survey:

Cass St. From Howard Ave, east to N. Rome Ave:

Limits from 25' south of the south right of way line to the north edge of pavement of Cass St, 75' south of Cass St. along Howard Ave, the north 75' of the west half of Rome Ave. and 75' north and south along Albany Ave., Fremont Ave.

Cass St. From the east end of the bridge to 550 feet east.

From the south right of way of Cass St. to 25' north of the north right of way line of Cass St.

Straz Center:

Limits: 0.5 acre site located at the south end of the Straz Center, bordered by the river on the west and Cass St. along the south. Including trees along the east limits 25' x 75' area.

Nuccio Bus Bay Area 1:

Limits along Nuccio Parkway from Nebraska Ave. easterly for 250' from the east edge of pavement of the northbound lanes to 25' beyond the southerly right of way or easterly to avoid the CSX rail track.

Nuccio Bus Bay Area 2:

Limits along Nuccio Parkway from 625' south of E. Scott Drive north 180' from the east edge of pavement of the northbound lanes to 25' beyond the easterly right of way.

Nuccio Bus Bay Area 3:

Limits along Nuccio Parkway from 25' north of 4th Ave to 5th Avenue from the east edge of pavement of the southbound left turn lane to the back of existing concrete sidewalk on the east side of the northbound lanes.

Nuccio Parkway from 200 feet south of 4th Ave. to 25 feet north of 4th Ave.:

Limits on the west by the east edge of the southbound lanes of Nuccio Parkway and on the east by the west right of way line of the existing railroad track.

Nuccio Parkway from the south edge of pavement of 7th Ave. to 230 feet south:

Limits from centerline of Nuccio Parkway, east to 25' beyond east right of way line.

3 areas (25' x 75') along Nuccio Parkway/E. 12th Ave.:

Limits from the east edge of pavement to existing right of way.

Area 1: Located approximately 500 feet south of E. Palm Ave.

Area 2: Located approximately 260 feet south of E. Palm Ave.

Area 3: Located approximately 350 feet north of E. Palm Ave.

Nuccio Driveway area 1:

Limits: 30' x 30' in the northeast quadrant of E. Palm and E. 12th Ave/Nuccio Parkway.

15th Street: From Interstate 4, north to 17th Ave.:

Limits from west edge of pavement to 25' beyond East right of way line and from west edge of pavement to 25' beyond west right of way for the south 250 feet.

15th Street: From 17th Ave., north to 21st Ave.

Limits from 25' west of west right of way to 25' east of the east right of way.

Subsurface Utility Exploration (SUE): Includes SUE Level B designations at the following locations:

- 75' along Howard Avenue for possible mast arm pole
- 0.75 acre area located along Cass Street, bordered on the west by Cass Street Bridge on the east by the westbound right turn lane onto Tyler Street.
- Two (2) bus bay locations along the east side of Nuccio Parkway, each approximately 175' long.
- Approximately 0.10 acres at the southeast corner of Nuccio Parkway and 3rd Avenue
- 9 potential bulb out locations at 100' long each throughout corridor
- 20 SUE Level A test holes throughout the corridor for vertical verification of conflicting utilities.

2.16 Intelligent Transportation Systems

Traffic Data Collection: Traffic counts for pedestrian crossings shall be requested from the CITY for the following locations:

- Howard Avenue at Cass Street
- Nuccio Parkway at 3rd Avenue North

2.17 Geotechnical

The FIRM will provide geotechnical services as required to support the design of the project. Specific services will include Standard Penetration Test (SPT) boring to support a signalization mast arm at Howard Ave., pavement cores, Double Ring Infiltration Tests (DRIT), hand augers and laboratory testing with associated recommendations.

2.19 Project Schedule

Within ten (10) CITY business days after the Notice-To-Proceed (NTP), and prior to the FIRM beginning work, the FIRM shall provide a detailed project schedule, which shall be reviewed and approved by the CITY before proceeding. The schedule will reflect the entire Scope being accomplished within fourteen (14) months from NTP to final documents. The FIRM shall allow for a three week CITY review time for each phase submittal. This review time shall be concurrent with FDOT review time.

The project schedule shall indicate all required submittals.

Updated project schedule and schedule status report, along with progress and payout

curves, shall be submitted with the monthly progress report.

2.20 Submittals

The FIRM shall furnish construction documents to adequately control, coordinate, and approve the work concepts. The FIRM shall distribute submittals as directed by the CITY. The FIRM will provide all submittals in electronic (PDF) format. Three (3) hard copy signed and sealed plans sets will be provided for the final construction bid documents submittal and shall be in 11"x17" format at 1"=40' scale. The following submittals shall be required by the CITY and/or FDOT for review;

- Survey submittal
- 30% Design
- 60% Design
- 100% Design
- Final Design

The FIRM will update the plans based upon CITY and FDOT review comments and approved and accepted comment responses.

3 PROJECT GENERAL TASKS

Project Tasks

Project Tasks, as listed below, are work efforts that are applicable to many project activities, 4 (Roadway Analysis) through 35 (Geotechnical).

Cost Estimates: The FIRM shall be responsible for producing a construction cost estimate and reviewing and updating the cost estimate at milestones of the project as indicated in Section 2.20 above.

Technical Special Provisions: The FIRM shall provide Technical Special Provisions, Specific Provisions, and the FDOT Standard Specifications for Road and Bridge Construction.

The Technical Special Provisions 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 to the CITY for initial review. All comments will be returned to the FIRM for correction. Final Technical Special Provisions shall be digitally signed and sealed in accordance with applicable Florida Law.

Field Reviews: The FIRM shall make trips to the project site as required to obtain necessary data for all elements of the project.

Technical Meetings: The FIRM shall attend technical meetings with CITY staff, progress review meetings (phase review), and four (4) miscellaneous meetings, including the following meetings:

- Design kickoff meeting
- Stormwater design meetings with City TS&S Dept. (2)
- Landscape design meetings with City Parks Dept. (2)
- Signalization design meeting with City Traffic Services (1)
- Phase/progress review meetings (1 prior to each submittal x 4 submittals at 30%, 60%, 100%, Final)
- Field review meeting with City Project Manager & design team at 60%.

The FIRM shall prepare and submit to the CITY the meeting minutes for all meetings attended by the FIRM. The meeting minutes are due within five (5) CITY business days of attending the meeting.

Quality Assurance/Quality Control: FIRM plan reviews will ensure that plans follow the plan preparation procedures outlined in the Plans Preparation Manual, that state and federal design criteria are followed with the CITY concept, and that the FIRM submittals are complete.

The FIRM shall provide a Quality Control Plan that describes the procedures to be utilized to verify, check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the project. The Quality Control Plan shall be one specifically designed for this project. A marked up set of prints as a result of the Quality Control Review for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, lighting, landscape, surveys, etc.) with a written resolution of comments on a point-by-point basis will be provided to the CITY.

The FIRM shall correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other products and services.

Supervision: The FIRM shall supervise all technical design activities.

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

3.1 Public Involvement

Public involvement includes communicating to all interested persons, groups, and government organizations information regarding the development of the project. The FIRM shall provide to the CITY drafts of all Public Involvement documents (i.e., newsletters, property owner letters, advertisements, etc.) associated with the

following tasks for review and approval at least ten (10) CITY business days prior to distribution of newsletters, fifteen (15) CITY business days prior to distribution of property owner letters, and thirty (30) CITY business days prior to distribution of event notifications. The CITY shall complete the actual mailing of all documents.

3.1.1 Community Awareness Plan

Prepare a Community Awareness Plan (CAP) for review and approval by the CITY within 30 City business days after receiving Notice to Proceed. The objective of the CAP is to notify local governments, affected property owners, tenants, and the public of the CITY'S proposed construction and the anticipated impact. The CAP shall address timeframes for each review and shall include tentative dates for each public involvement requirement for the project. The CAP will also document all public involvement activities conducted throughout the project's duration. In addition to the benefits of advance notification, the process should allow the CITY to resolve controversial issues during the design phase. This item shall be reviewed and updated periodically as directed by the CITY throughout the life of the project.

3.1.2 Notifications

In addition to public involvement data collection, the FIRM shall prepare notifications, flyers, and/or letters to elected officials and other public officials, private property owners, and tenants at intervals during plan production as identified by the CITY. All letters and notices shall be reviewed by the FIRM to ensure that they are addressed to the correct public officials. FIRM will provide two (2) separate public meeting notification letters to be sent (similar letter for two different meeting locations per public meeting phase).

3.1.3 Preparing Mailing Lists

The FIRM shall identify all impacted property owners and tenants (within a minimum of 300 feet of the project corridor). The FIRM shall prepare a mailing list of all such entities.

3.1.6 Newsletters

The FIRM shall prepare newsletters for distribution to elected officials, public officials, property owners along the corridor and other interested parties. The letters will be sent by the CITY. FIRM shall prepare one (1) project fact sheet to be updated at different intervals, as determined by the CITY, during plan production; public meeting information flyer(s) to accompany public meeting notification letters. All newsletters will be provided for in English and in Spanish translations.

3.1.8 PowerPoint Presentations

The FIRM shall prepare a general PowerPoint presentation for use in debriefings with local community organizations, special interest groups, agencies, and MPO.

3.1.9 Public Meeting Preparations

The FIRM shall prepare all materials for use in public meetings.

The CITY will coordinate the facility used to host public meetings.

FIRM team will be responsible for developing public meeting materials to include: Exhibits and Presentation Boards, sign-in sheets, press releases, wayfinding signage examples, name badges, project fact sheets, informational materials, and comment forms.

3.1.10 Public Meeting Attendance and Follow-up

The FIRM shall attend public meeting(s), assist with meeting setup and take down. The FIRM shall also prepare a summary of the public meeting that includes all copies of all materials shown or provided at the public meeting. The summary shall also include a listing of all written comments made during or after the meeting and responses to those written comments.

There will be a total of four (4) public meetings. The meetings will occur around the 60% design phase and the final design phase and will be duplicated at both ends of the project: North Hyde Park and the Cuscaden Park vicinity.

3.1.11 Other Agency Meetings

In addition to scheduled public meetings the FIRM may be required to participate in meetings with local governing authorities and/or MPO. The FIRM's participation may include, but not be limited to, presentations during the meeting, note taking, and summarizing the meeting in a memo to the file. The Scope includes 8-10 meetings with local governing authorities, MPO, HART, Tampa Downtown Partnership, Greater Tampa Chamber of Commerce, West Tampa Chamber of Commerce, Ybor City Development Corporation, and other interested organizations.

3.1.12 Web Site

The FIRM shall provide content in CITY compatible format for inclusion on the City's website.

3.1.13 Additional Stakeholder/Public Engagement

The FIRM will coordinate and conduct meetings with various stakeholders throughout the duration of the project, including but not limited to The University of Tampa, Tampa Preparatory, Bryan Glazer Family JCC, Hillsborough Community College, Coast Bike Share, neighborhood associations VM Ybor, North Hyde Park Neighborhood, West Riverfront Neighborhood, Channel District, and property/business owners directly impacted by project.

3.1.14 Social Media

The FIRM shall provide content and updates to the City for posting on the City's current social media platforms. In addition, the FIRM will coordinate with local "Next Door App" account managers to post project information and updates to their respective "Next Door" accounts (i.e. Downtown Tampa, VM Ybor, East Ybor, and North Hyde Park).

3.1.15 Project Team Meetings

The FIRM shall hold project team meetings as needed.

3.3 Specifications Package Preparation

The FIRM shall prepare and provide a specifications package formatted in accordance with the City's requirements. The Specifications Package shall be prepared using the City's Specifications Template and will include the FDOT's Off-System Local Agency Program (LAP) Specifications "Big 4". The specifications package will include address all items and areas of work and include any Mandatory Specifications, Modified Special Provisions, and Technical Special Provisions.

The specifications package must be submitted for review to the CITY at least 30 days prior to the contract package to the FDOT District Specifications Office. This submittal does not require signing and sealing and shall be coordinated through the City's Project Manager. The FIRM shall coordinate with the CITY on the submittal requirements, but at a minimum shall consist of (1) the complete specifications package and (2) a copy of the final project plans.

Final submittal of the specifications package to the CITY must occur at least 20 CITY business days prior to the specifications package being submitted to FDOT. This submittal shall be digitally signed, dated, and sealed in accordance with applicable Florida Law.

3.4 Contract Maintenance and Electronic Document Management System (EDMS)

Contract maintenance includes project management effort for complete setup and maintenance of files, electronic folders and documents, developing technical monthly progress reports and schedule updates.

3.9 Digital Delivery

The FIRM shall deliver final plans and documents in digital format. The final plans and documents shall be digitally signed and sealed files delivered to the CITY on acceptable electronic media, as determined by the CITY.

3.11 Transit Coordination

Coordinate with HART for sidewalk construction along Nuccio Parkway and for maintaining bus service during construction.

3.12 Landscape and Existing Vegetation Coordination

Coordinate with the City's Parks and Natural Resources Departments to ensure preservation and protection of existing vegetation. Space for proposed landscape should be preserved and conflicts with drainage, utilities, ITS, and signage should be minimized.

3.13 Local Agency Program Coordination

Design Memorandum and FDOT Coordination:

FIRM will review the design memorandum and provide comments to the CITY. FIRM will also attend a maximum of two (2) meetings with FDOT District staff to coordinate any proposed variances or exceptions.

Bid Assistance:

FIRM will attend the pre-bid meeting to assist the CITY and to document the process for use in the LAP documentation. Develop/assist with development of the LAP Checklist and provide related FDOT coordination and address FDOT comments, as appropriate, and respond to questions during bidding.

4 ROADWAY ANALYSIS

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

4.1 Typical Section Package

The FIRM shall provide an approved Typical Section Package prior to the first plans submittal. Excludes data sheet and location map.

4.3 Pavement Design Package

The FIRM shall provide an approved Pavement Design Package with the Typical Section Package. Pavement Design Package shall include a visual assessment of existing pavement conditions and pavement cores to determine appropriate milling depths. FIRM will provide four (4) separate pavement designs to establish appropriate milling depths.

4.5 Horizontal/Vertical Master Design Files

The FIRM shall design the geometrics using the design standards that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, existing vegetation to be preserved, pedestrian and bicycle concerns, Americans with Disabilities Act (ADA) requirements, Safe Mobility For Life Program, access management, conceptual design documents and scope of work. The FIRM shall also develop utility conflict

information to be provided in the format requested by the CITY, and shall review Utility Work Schedules.

4.10 Traffic Control Analysis

Level I Traffic Control Plans with General Notes, Phasing Notes, and phasing sections only. No detailed analysis. Lane closure times to be provided by City Traffic Services. Requirements for temporary drainage, due to the nature of milling & resurfacing, will be planned. No road closures or special detours will be part of the analysis.

Before proceeding with the Traffic Control Plan, the FIRM shall meet with the appropriate CITY personnel. The purpose of this meeting is to provide information to the FIRM that will better coordinate the Preliminary and Final Traffic Control Plan efforts.

4.11 Master TCP Design Files

Assume Level I TCP w/ notes & typical sections. No detailed phase drawings or cross sections.

4.15 Design Report

The FIRM shall prepare all applicable report(s) listed in the Section 2 Project Description.

4.16 Quantities

The FIRM shall develop accurate quantities and the supporting documentation, including construction days when required.

4.20 Field Reviews

Conduct necessary field reviews.

5 ROADWAY PLANS

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

5.1 Key Sheet

5.2 Summary of Pay Items Including Quantity Input

5.3 Typical Section Sheets

5.3.1 Typical Sections

5.4 General Notes/Pay Item Notes

5.5 Summary of Quantities Sheets

5.6 Project Layout

5.8 Profile Sheet

5.9 Plan Sheet

5.10 Special Profiles

For conceptual plan for Riverwalk connection only. No Driveway Profiles.

5.14 Intersection Layout Details

Anticipated at Doyle Carlton Drive & Cass and at Nuccio & 3rd Avenue.

5.17 Roadway Soil Survey Sheet(s)

5.21 Temporary Traffic Control Detail Sheets

5.22 Utility Adjustment Sheets

Assume only ½ of the total project plan sheets will require identification of utilities and adjustments.

5.24 Tree Disposition Plan Sheet(s)

Included in Landscape Plans.

5.25 Project Network Control Sheet(s)

5.27 Utility Verification Sheet(s) (SUE Data)

6a DRAINAGE ANALYSIS

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

The FIRM shall be responsible for designing a drainage and stormwater management system. All design work shall comply with the requirements of the appropriate regulatory agencies and the CITY's Stormwater Technical Manual.

The FIRM shall coordinate fully with the appropriate permitting agencies and the CITY. All activities and submittals should be coordinated through the CITY. The work will include the

engineering analyses for any or all of the following:

6a.1 Drainage Map Hydrology

Accurately delineate drainage basin boundaries to be used in defining the system hydrology. Basin delineation shall incorporate existing survey and/or LiDAR and shall be supplemented, as necessary, with other appropriate data sources (such as permitted site plans) and field observations. Basin delineations shall also include any existing collection systems in a logical manner to aid in the development of the hydraulic model. These working Drainage Maps will not be included in the plan set.

6a.5 Design of Ditches

Design roadway conveyance and outfall ditches. This task includes capacity calculations, longitudinal grade adjustments, flow changes, additional adjustments for ditch convergences, selection of suitable channel lining, design of side drain pipes, and documentation. (Design of linear stormwater management facilities in separate task.)

6a.8 Design of Floodplain Compensation

Determine preliminary floodplain encroachments at trail connection from Cass Street to the Straz Center at the Hillsborough River. Coordinate with regulatory agencies regarding permitting and floodplain compensation calculation requirements and methodologies. Document the design requirements following the meeting with the regulatory agency. All future compensation will be within City Right of Way.

6a.9 Design of Storm Drains

Develop a “working drainage map”, determine runoff, inlet locations, and spread. Calculate hydraulic losses (friction, utility conflict and, if necessary, minor losses). Determine design tailwater and, if necessary, outlet scour protection. Assumes adjustment or design at 12 inlet locations.

6a.11 French Drain Systems

Includes stormwater mounding analysis to verify storage and recovery for 5 bulb-out locations.

6a.13 Drainage Design Documentation Report

Compile drainage design documentation into report format. Include documentation for all the drainage design tasks and associated meetings and decisions, except for stand-alone reports, such as the Pond Siting Analysis Report and Bridge Hydraulics Report.

6a.18 Other Drainage Analysis

Ensure existing drainage patterns are maintained by using slots in the median separator, or bulb-outs.

6a.19 Field Reviews

Conduct necessary field reviews.

6b DRAINAGE PLANS

The FIRM shall prepare drainage 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.

6b.3 Summary of Drainage Structures

6b.5 Drainage Structure Sheet(s) (Per Structure)

Assumes 12 inlet structures only.

6b.6 Miscellaneous Drainage Detail Sheets

6b.11 Erosion Control Plan Sheet(s)

6b.12 SWPPP Sheet(s)

7 UTILITIES

The FIRM shall identify utility facilities and secure agreements, utility work schedules, and plans from the Utility Agency Owners (UAO) ensuring all conflicts that exist between utility facilities and the CITY's construction project are addressed. The FIRM shall certify all utility negotiations have been completed and that arrangements have been made for utility work to be undertaken.

7.1 Utility Kickoff Meeting

Before any contact with the UAO(s), the FIRM shall meet with the CITY to assure that all necessary coordination will be accomplished in accordance with CITY and FDOT procedures. FIRM shall bring a copy of the design project work schedule reflecting utility activities.

7.2 Identify Existing Utility Agency Owner(s)

The FIRM shall identify all utilities within and adjacent to the project limits that may be impacted by the project.

7.3 Make Utility Contacts

First Contact – Green Line Request: The FIRM shall send letters and two sets of plans to each utility, one set for the utility office, and one set to the CITY Offices as required by the FDOT. Includes contact by phone for meeting coordination. Request type, size, location, easements, and cost for relocation if reimbursement is claimed. Request the voltage level for power lines in the project area. Include the meeting schedule (if applicable) and the design schedule. Include typical meeting agenda. If scheduling a meeting, give 4 weeks advance notice.

Second Contact – Obtain Red-Green-Brown Markups (RGBs) & Draft Utility Work Schedules (UWS): At a minimum of 4 weeks prior to the meeting, the FIRM shall transmit two complete sets of Phase II plans and the utility conflict information (when applicable and in the format requested by the CITY) to each UAO having facilities located within the project limits, and one set to the CITY Offices as required by the FDOT.

Third Contact Final RGB & UWS: Identify agreements and assemble packages. The FIRM shall send agreements, letters, the utility conflict information (when applicable and in the format requested by the CITY) and two sets of plans to the UAO(s) including all component sets, one set for the utility office, one set to construction and maintenance if required. Include the design schedule.

7.6 Individual/Field Meetings

The FIRM shall meet with each UAO throughout the project design duration to provide guidance in the interpretation of plans, review changes to the plans and schedules, standard or selective 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.

7.7 Collect and Review Plans and Data from UAO(s)

The FIRM shall review utility marked plans and data individually as they are received for content. Ensure information from the UAO (utility type, material and size) is sent to the designer for inclusion in the plans.

7.9 Utility Design Meeting – 60% & prior to 100%

The FIRM shall schedule (time and place), notify participants, and conduct a Utility meeting with all affected UAO(s). The FIRM shall be prepared to discuss impacts to existing trees/vegetation and proposed landscape, drainage, traffic signalization, maintenance of traffic (construction phasing), review the current design schedule and letting date, evaluate the utility information collected, discuss with each UAO the utility work by highway contractor option, discuss any future design issues that may impact utilities, etc., to the extent that they may have an effect on existing or proposed utility facilities with particular emphasis on drainage and maintenance of traffic with each UAO. The intent of this meeting shall be to assist the UAOs in identifying and resolving conflicts between utilities and proposed construction before completion of the plans, including utility adjustment details. Also to work

with the UAOs to recommend potential resolution between known utility conflicts with proposed construction plans as may be deemed practical by the UAO. The FIRM shall keep accurate minutes of all meetings and distribute a copy to all attendees within 3 days. See Task 4.5 (Horizontal/Vertical Master Design File) and Task 4.9 (Cross Section Design Files) for utility conflict location identification and adjustments.

7.10 Review Utility Markups & Work Schedules and Processing of Schedules & Agreements

The FIRM shall review utility marked up plans and work schedules as they are received for content and coordinate review with the designer. Send color markups and schedules to the CITY such as survey, geotechnical, drainage, structures, lighting, roadway, signals, utilities, landscape architecture, municipalities, maintaining agency, and FDOT for review and comment. FIRM will distribute final documents for execution with FDOT.

7.11 Utility Coordination/Follow-up

The FIRM shall provide utility coordination and follow up. This includes follow-up, interpreting plans, and assisting the UAOs with completion of their work schedules 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. The FIRM shall keep accurate minutes of all meetings and distribute a copy to all attendees. This task can be applied to all phases of the project.

7.12 Utility Constructability Review

The FIRM shall review utility schedules against construction contract time, and phasing for compatibility. Coordinate with and obtain written concurrence from the construction office. See Task 4.9 (Cross Section Design Files) for utility conflict identification and adjustments. Develop conflict matrix for each design conference.

7.15 Contract Plans to UAO(s)

The FIRM shall transmit the contract plans as processed for letting to the UAO(s). Transmittals to UAO(s) may be by certified mail with return receipt requested or by email with delivery and read receipt notifications with response requests.

7.16 Certification/Close-Out

This includes hours for transmitting utility files to the CITY and preparation of the Utility Certification Letter. The FIRM shall certify to the appropriate CITY representative that one of the following activities has taken place:

- 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.
- Plans were sent to the Utility Companies/Agencies and no utility work is required.

8 ENVIRONMENTAL PERMITS, COMPLIANCE AND CLEARANCES

The FIRM shall notify the CITY in advance of all scheduled meetings with the regulatory agencies to allow a CITY representative to attend. The FIRM shall copy in the Project Manager on all permit related correspondence and meetings.

8.4 Complete and Submit All Required Permit Applications

The FIRM shall prepare a SWFWMD Environmental Resource Permit (ERP) exemption determination request as identified in the Project Description section. The FIRM shall collect all of the data and information necessary to obtain the ERP exemption and package the data for complete exemption request submittal. The permit exemption determination package must be approved by the CITY prior to submittal to the regulatory agency.

Should determination by the SWFWMD be made that the project will not qualify for an exemption, the FIRM shall notify the CITY of the efforts required to obtain an ERP for the project.

Upon approval of supplemental services by the CITY to obtain the ERP, the FIRM will submit all permit applications, as directed by the CITY.

The firm shall be responsible for payment of all permit fees.

8.13 Environmental Clearances and Re-evaluations

8.13.2 Archaeological and Historical Features: The FIRM shall incorporate the Cultural Resource Assessment Survey (CRAS) from the FDOT into the project documents.

8.14 Preparation of Environmental Clearances and Reevaluations

8.14.2 Archaeological and Historical Features: It is anticipated the FDOT will complete a CRAS for the project. The FIRM shall review the CRAS provided by FDOT and the State Historic Preservation Officer's (SHPO) determination whether adverse effects will occur as a result of this project. If determined that adverse effects will occur as a result of this project, a Section 106 Case Study will be required to be prepared to document the adverse impacts to historic resources. The Section 106 Case Study is not included in this Scope.

9 STRUCTURES TASKS AND DRAWINGS

The FIRM shall analyze, design, and develop contract documents for all proposed structures requiring structural designs. Individual tasks identified in Sections 9 through 18 are defined in the FDOT Staff Hour Estimation Handbook. Contract documents shall display economical solutions for the given conditions.

The FIRM shall provide design documentation to the CITY with each submittal consisting of structural design calculations and other supporting documentation developed during the development of the plans. The design calculations submitted shall adequately address the complete design of all structural elements. These calculations shall be neatly and logically presented on digital media or, at the CITY's request, on 8 ½"x11" paper and all sheets shall be numbered. The final design calculations shall be signed and sealed by a Florida-licensed professional engineer. A cover sheet indexing the contents of the calculations shall be included and the engineer 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.

9.1 Key Sheet and Index of Drawings

All structures design sheets shall be included as a component of the Roadway plans set. No separate structures Key Sheet is included in this Scope.

9.3 General Notes and Bid Item Notes

Shall be included in the structural design plans as a component of the Roadway Plans set.

18 STRUCTURES - MISCELLANEOUS

The FIRM shall prepare plans for Miscellaneous Structure(s) as specified in Section 2.5 Structures.

Mast Arms

18.9 Mast Arms

Structural analysis of one mast arm structure and foundation.

18.10 Mast Arms Data Table Plan Sheets

Standard mast arm assemblies data table.

19 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.

19.1 Traffic Data Analysis

The FIRM shall review the approved concept plans, typical section package, traffic data provided by the CITY, and proposed geometric design alignment to identify proposed sign placements and roadway markings.

19.3 Reference and Master Design File

The FIRM shall prepare the Signing & Marking Design file to include all necessary design elements and all associated reference files.

19.7 Quantities

Develop quantities estimates for the project.

19.10 Other Signing and Pavement Marking Analysis

The FIRM shall prepare "Wayfinding" signage at locations where bicycle network connectivity is required. The following intersections are anticipated for wayfinding signage:

- West River trail at UT University Drive
- Connection to the Riverwalk at the Straz Center
- Nebraska Avenue
- Future THEA Selmon Greenway Extension at 3rd Avenue
- Palm Avenue
- 17th Avenue

19.11 Field Reviews

Conduct necessary field reviews.

20 SIGNING AND PAVEMENT MARKING PLANS

The FIRM shall prepare a set of Signing and Pavement Marking Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums that includes the following.

20.1 Key Sheet

20.2 Summary of Pay Items Including Quantity Input

20.3 Tabulation of Quantities

20.4 General Notes/Pay Item Notes

20.5 Project Layout

20.6 Plan Sheet

20.7 Typical Details

20.8 Guide Sign Work Sheet(s)

21 SIGNALIZATION ANALYSIS

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

21.1 Traffic Data Collection

The FIRM shall make all necessary requests to the CITY to perform traffic data collection and to provide crash reports, 24 hr. machine counts, 8 hr. turning movement counts, 7 day machine counts, and speed & delay studies, as needed to properly design the required signal improvements.

21.2 Traffic Data Analysis

The FIRM shall make all necessary requests to the CITY for all signal operation plans, local signal timings, pre-emption phasing & timings, and forecasting traffic to enable intersection analysis runs.

21.4 Systems Timings

The FIRM shall make all necessary requests to the CITY for proper coordination timing plans including splits, force offs, offsets, for preparation of Time Space Diagram.

21.5 Reference and Master Signalization Design File

The FIRM shall prepare the Signalization Design file to include all necessary design elements and all associated reference files.

21.10 Quantities

Develop quantities estimates for the project.

21.14 Field Reviews

The FIRM shall collect information from the maintaining agencies and conduct a field review. The review should include, but is not limited to, the following:

- Existing Signal and Pedestrian Phasing
- Controller Make, Model, Capabilities and Condition/Age
- Condition of Signal Structure(s)
- Type of Detection as Compared With Current CITY Standards
- Controller Timing Data

22 SIGNALIZATION PLANS

The FIRM shall prepare a set of Signalization Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums, which includes the following:

22.1 Key Sheet

22.2 Summary of Pay Items Including Designer Interface Quantity Input

22.3 Tabulation of Quantities

22.4 General Notes/Pay Item Notes

22.5 Plan Sheet

22.9 Special Details

Includes design for bus transit queue jump signal at Nuecio & 7th Avenue.

22.13 TCP Signal (Temporary)

Identify configuration of existing signals during construction to determine necessary adjustments required for Maintenance of Traffic.

25 LANDSCAPE ARCHITECTURE ANALYSIS

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

25.1 Data Collection

Research required to collect data necessary to complete the initial design analysis, including identifying local ordinances, making the necessary requests to the City for adjacent public and private projects that may influence the landscape design, and coordination with other disciplines to obtain project data that will also influence the landscape design, such as utility conflicts and stormwater designs.

25.2 Site Inventory and Analysis for Proposed Landscape

Includes identification of opportunities and constraints for the proposed landscape project based on existing site conditions. Identify available planting areas for nursery landscape material. Summary of analysis, if required, is included in conceptual design.

Site inventory and analysis is limited to areas of the project identified as appropriate for landscape improvements within the conceptual planting design effort. This Scope of services assumes a maximum of 10 areas along the project site where planting design will be required.

25.3 Planting Design

Conceptual Design: Includes delineation of potential locations along the project site where landscape and site improvements provide community enhancement potential.

Final Design: Once Planting enhancement locations have been determined, this effort will include the design and recommended placement of proposed hardscape improvements (as identified below) and associated plant materials. Proposed plantings will be identified by species/type, size, location, spacing, and quality of all plants.

25.4 Irrigation Design

Conceptual Design: Typically not done in master design file. Includes determination of water and power sources. Phase I design level.

Final Design: Includes all work in master design files. Irrigation Design includes the locations and sizes of pumps, pump stations, mainlines, lateral lines, irrigation heads, valves, backflow and control devices.

25.5 Hardscape Design

Conceptual design - Includes preparation of hardscape design sketch illustrations at 5 locations. These sketch illustrations will link the cycle track with the local community as gateway features.

Final Design: Includes updated design sketches at the five site locations included as part of the conceptual design.

25.6 Plan Summary Boxes

Develop quantities for placement in the plan summary boxes.

25.9 Other Landscape Architecture

Provide master landscape concept, identifying options for Gateway opportunities and high intensity landscape areas.

25.10 Outdoor Advertising

Includes all work required to determine locations of all outdoor advertising permitted within the roadway project limits. Includes all work required to determine the proposed view zones and the supporting documentation.

One outdoor advertising location has been identified within the project limits.

25.11 Field Reviews

Includes onsite review of proposed landscape improvement areas with representatives of the City of Tampa Parks and Recreation Department.

25.12 Technical Meetings / Public Meetings

Includes participation in one meeting with FDOT, two meetings with the City of Tampa to review proposed tree removals or planting, one meeting with public utility owners, one public meeting with the local community, and one additional meeting to be determined.

25.17 Interdisciplinary Coordination

Includes early Planning/Design Coordination with other disciplines such as Roadway, Lighting, Utilities, ITS, Signage/Pavement Markings, and Drainage.

26 LANDSCAPE ARCHITECTURE PLANS

The FIRM shall prepare a set of Landscape Architecture Plans consistent with the final planting plans identified above which includes the following:

26.1 Key Sheet

26.2 Tabulation of Quantities

26.3 General Notes

26.4 Tree and Vegetation Inventory, Protection and Relocation Plans

26.5 Planting Plans for Linear Roadway Projects

26.7 Planting Details and Notes

26.8 Irrigation Plans for Linear Roadway Project

Irrigation design will be included for portions of the project east of Nebraska Avenue. Irrigation sleeving plans shall be provided for portions of the project west of Ashley Street.

26.10 Irrigation Details and Notes

26.11 Hardscape Plans

Includes minor hardscape work (sidewalk extensions, curbing or gutters) at no more than five locations along the project. It is anticipated this work will be constructed by the Parks Department.

26.12 Hardscape Details and Notes

26.13 Landscape Maintenance Plan

The FIRM shall include a single sheet of written instructions for care and maintenance of the plants and beds, after the warranty period. The landscape maintenance plan will be developed in performance based language and will be in coordination with the local government entity who assumes the maintenance obligation.

27 SURVEY

The FIRM shall perform survey tasks in accordance with all applicable statutes, manuals, guidelines, standards, handbooks, procedures, and current design memoranda.

The FIRM shall submit all survey notes and computations to document the surveys. All field survey work shall be recorded in approved media and submitted to the CITY. Field books submitted to the CITY in an approved format. The field books shall be certified by the FIRM's surveyor of record for work being performed before the final product is submitted.

The survey notes shall include documentation of decisions reached from meetings, telephone conversations or site visits. All like work (such as bench lines, reference points, etc.) shall be recorded contiguously. The CITY shall not accept field survey radial locations of section corners, platted subdivision lot and block corners, alignment control points, alignment control reference points and certified section corner references. The CITY may instead require that these points be surveyed by true line, traverse and/or parallel offset.

27.3 Alignment and/or Existing Right of Way (R/W) Lines

Establish, recover or re-establish project alignment. Also includes analysis and processing of all field collected data, existing maps, and/or reports for identifying mainline, ramp, offset, or secondary alignments. FIRM will show alignment and/or approximate location of existing R/W lines (in required format) per CITY R/W

Maps, platted or dedicated rights of way.

27.6 Topography/Digital Terrain Model (DTM) (3D)

Locate all above ground features and improvements for the limits of the project by collecting the required data for the purpose of creating a DTM with sufficient density. Shoot all break lines, high and low points. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

27.10 Underground Utilities

Designation includes 2-dimensional collection of existing utilities and selected 3-dimensional verification as needed for designation. Location includes non-destructive excavation to determine size, type and location of existing utility, as necessary for final 3-dimensional verification. Survey includes collection of data on points as needed for designates and locates. Includes analysis and processing of all field collected data, and delivery of all appropriate electronic files.

27.12 Drainage Survey

Locate underground data (XYZ, pipe size, type, condition and flow line) that relates to above ground data. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

27.27 Work Zone Safety

Provide work zone as required by FDOT standards.

27.30 Document Research

Perform research of documentation to support field and office efforts involving surveying and mapping.

27.31 Field Review

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

35 GEOTECHNICAL

The FIRM shall, for each project, be responsible for a complete geotechnical investigation. All work performed by the FIRM shall be in accordance with CITY standards, or as otherwise directed by the CITY Engineer. The CITY Engineer will make interpretations and changes regarding geotechnical standards, policies and procedures and provide guidance to the FIRM.

The FIRM shall submit an investigation plan for approval and meet with the CITY's Engineer or representative to review the project scope and CITY requirements. The

investigation plan shall include, but not be limited to, the proposed boring locations and depths, and all existing geotechnical information from available sources to generally describe the surface and subsurface conditions of the project site. Additional meetings may be required to plan any additional field efforts, review plans, resolve plans/report comments, resolve responses to comments, and/or any other meetings necessary to facilitate the project.

The FIRM shall notify the CITY within five (5) CITY business days to schedule a representative to attend all related meetings and field activities.

35.1 Document Collection and Review

FIRM will review printed literature including topographic maps, county agricultural maps, aerial photography (including historic photos), ground water resources, geology bulletins, potentiometric maps, pile driving records, historic construction records and other geotechnical related resources. Prior to field reconnaissance, FIRM shall review United States Geological Survey (USGS), Soil Conservation Service (SCS) and potentiometric maps, and identify areas with problematic soil and groundwater conditions.

The FIRM shall be responsible for coordination of all geotechnical related field work activities. The FIRM shall retain all samples until acceptance of construction plans by the CITY.

Obtain a total of ten (10) pavement cores.

All laboratory testing and classification will be performed in accordance with applicable CITY standards, ASTM Standards or AASHTO Standards.

35.2 Develop Detailed Boring Location Plan

Develop a detailed boring location plan. FIRM shall meet with the CITY for boring plan approval prior to start of work effort.

35.3 Stake Borings/Utility Clearance

Stake borings and obtain utility clearance. We anticipate a total of ten (10) hand augers required to support the design of roadway and stormwater improvements in select locations.

35.5 Coordinate and Develop MOT Plans for Field Investigation

Coordinate and develop Maintenance of Traffic (MOT) plan. All work zone traffic control will be performed in accordance with the CITY's Roadway and Traffic Design Standards Index 600 series.

35.6 Drilling Access Permits

Obtain all State, County, City, and Water Management District permits for performing geotechnical borings, as needed.

35.10 Coordination of Field Work

Coordinate all field work required to provide geotechnical data for the project.

35.11 Soil and Rock Classification - Roadway

Refine soil profiles recorded in the field, based on results of laboratory testing.

35.13 Laboratory Data

Tabulate laboratory test results for inclusion in the geotechnical report, the report of tests sheet (Roadway Soil Survey Sheet), and for any necessary calculations and analyses.

35.14 Seasonal High Water Table

Review the encountered ground water levels and estimate seasonal high ground water levels at locations where hand augers are performed. Estimate seasonal low ground water levels, if requested.

35.17 Electronic Files for Cross-Sections

Create electronic files of boring data for cross-sections.

35.20 Stormwater Volume Recovery and/or Background Seepage Analysis

Perform a total for five (5) Double Ring Infiltration Tests (DRIT) in areas as requested by the designers to support the design of stormwater treatment for the project.

35.21 Geotechnical Recommendations

Provide geotechnical recommendations regarding the proposed roadway construction project including the following: Summary of pavement cores, hand augers and DRIT's performed for the project.

35.24 Final Report

The Final Roadway Report shall include the following:

- A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to Standard Indices 500 and 505.
- The results of all tasks discussed in all previous sections regarding data interpretation and analysis.
- An appendix that contains stratified soil boring profiles, laboratory test data sheets and other pertinent calculations.

- The FIRM will respond in writing to any changes and/or comments from the CITY and submit any responses and revised reports.

35.25 Auger Boring Drafting

FIRM will perform soil profile sheets, maps, and plan view of auger borings.

The FIRM shall be responsible for coordination of all geotechnical related fieldwork activities. The FIRM shall retain all samples until acceptance of construction plans by the CITY.

FIRM shall perform specialized field-testing as required by needs of project and as directed in writing by the CITY Engineer.

All laboratory testing and classification will be performed in accordance with applicable CITY standards, ASTM Standards or AASHTO Standards, unless otherwise specified in the Contract Documents.

The staff hour tasks for mast arm signals include the following:

35.27 Develop Detailed Boring Location Plan

Develop a detailed boring location plan. Meet with CITY Project Manager for boring plan approval. If the drilling program expects to encounter artesian conditions, the FIRM shall submit a methodology(s) for plugging the borehole to the CITY for approval prior to commencing with the boring program.

35.28 Stake Borings/Utility Clearance

Stake borings and obtain utility clearance.

35.29 Coordinate and Develop MOT Plans for Field Investigation

Coordinate and develop MOT plan. All work zone traffic control will be performed in accordance with the FDOT Roadway and Traffic Design Standards Index 600 series.

35.30 Drilling Access Permits

Obtain all State, County, City, and SWFWMD permits for performing geotechnical borings, as needed.

35.33 Coordination of Field Work

Coordinate all field work required to provide geotechnical data for the project.

35.34 Soil and Rock Classification – Structures

Soil profiles recorded in the field should be refined based on the results of laboratory testing.

35.35 Tabulation of Laboratory Data

Laboratory test results should be tabulated for inclusion in the geotechnical report and for the necessary calculations and analyses.

35.43 Soil Parameters for Signs/Signals

Design soil parameters for RRFB at Howard Avenue.

35.47 Final Reports - Signs, Signals, Box Culvert, Walls, and High Mast Lights

The final reports shall include the following:

- Copies of U.S.G.S. and S.C.S. maps with project limits shown.
- Summary of structure background data, S.C.S., U.S.G.S., geologic and potentiometric data.
- The results of all tasks discussed in all previous sections regarding data interpretation and analysis).
- Recommendations for foundation installation, or other site preparation soils-related construction considerations with plan sheets as necessary.
- Any special provisions required for construction that are not addressed in the FDOT Standard specification.
- An Appendix which includes Standard Penetration Test (SPT) and Cone Penetration Test (CPT) boring/sounding profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing capacity curves versus elevation for piles and drilled shafts, a complete Federal Highway Administration (FHWA) check list, pile driving records (if available), and any other pertinent information.

Final reports will incorporate comments from the FDOT and the CITY and contain any additional field or laboratory test results, recommended foundation alternatives along with design parameters and special provisions for the contract plans. These reports will be submitted to the CITY Engineer for review prior to project completion. After review by the CITY Engineer, the reports will be submitted to the CITY Engineer in final form and will include the following:

- All original plan sheets (11" x 17")
- One set of all plan and specification documents, in electronic format, according to CITY requirements
- Two sets of record prints
- One set of any special provisions
- All reference and support documentation used in preparation of contract plans package

Additional final reports (up to four), aside from stated above, may be needed and requested for the CITY's Project Manager and other disciplines.

The final reports, special provisions, as well as record prints, will be signed and sealed by a Professional Engineer licensed in the State of Florida.

Draft the detailed boring/sounding standard sheet, including environmental classification, results of laboratory testing, and specialized construction requirements, for inclusion in final plans.

35.48 SPT Boring Drafting

Prepare a Report of Core Borings Sheet to include SPT boring to support the mast arm design at Howard Ave. Include this drawing in the Final Geotechnical Report. Draft borings, location map, S.C.S. map and U.S.D.A. map as directed by the CITY. Soil symbols must be consistent with those presented in the latest Florida Department of Transportation Soils and Foundations Handbook.

35.51 Field Reviews

Identify and note surface soil and rock conditions, surface water conditions and locations, and preliminary utility conflicts. Observe and note nearby structures and foundation types.

37 PROJECT REQUIREMENTS

37.2 Key Personnel

The parties acknowledge that FIRM was selected, in part, on the basis of qualifications of particular subcontractor(s)/subconsultant(s) or team members (Key Subs) and employees (Key Personnel) of FIRM or a Key Sub as identified in FIRM's response to the CITY's solicitation and below. FIRM shall ensure that Key Personnel are available for services hereunder as long as such Key Personnel are in the employ of FIRM or Key Sub, as applicable. FIRM shall not add or change any Key Sub or Key Personnel without the CITY's prior written approval made in response to a written request from FIRM stating the reasons for any proposed substitution or addition and providing such information as the CITY requires to determine the suitability of the individual or entity being proposed. The CITY will act reasonably in evaluating same; provided, however the CITY's acceptance shall not constitute any responsibility or liability for such individual or entity's ability to perform. Following is a list of Key Personnel and their role for the contract.

Company	Contract Role	Name
FIRM	Principal in Charge	Paul Foley, P.E.
FIRM	Quality Assurance	Richard Harrison, P.E.
FIRM	Project Manager	Chris Meares, P.E.
FIRM	Deputy Project Manager	Alfredo Cely, P.E.
FIRM	Roadway Design	Deborah Hernandez, P.E.
FIRM	Structures Design	David Thompson, P.E.
FIRM	Traffic Analysis	Fathy Abdalla, Ph.D, P.E.
FIRM	Drainage Design	Ali Tayebnejad, P.E.
FIRM	Environmental	Mark Easley
MC Squared, Inc.	Geotechnical	Joe DiStefano, P.E.
Archaeological		

Consultants, Inc.	Cultural Resources	Marion Almy
The Valerin Group, Inc.	Public Involvement	Valerie Ciudad-Real
Pedal Power Promoters, LLC	Public Involvement	Christine Acosta
Omni Communications, LLC	Surveying	James Godfrey, PLS
Omni Communications, LLC	Utility Coordination	Brent Postma
Omni Communications, LLC	Subsurface Utility	
David Conner and Associates, Inc.	Exploration	Shannon Wright
	Landscape Architecture	David Conner, PLA

37.3 Progress Reporting

The FIRM shall meet with the CITY as required and shall provide a written monthly progress report with approved schedule and schedule status.

37.6 Computer Automation

The project will be developed utilizing AutoCAD Computer Aided Drafting and Design (CADD) systems. It is the responsibility of the FIRM to meet the requirements in the CITY's CADD Manual. The FIRM shall submit final documents and files as described therein.

EXHIBIT B
CONTRACT NUMBER: 17-D-00022
GREEN SPINE CYCLE TRACK
FEE SCHEDULE

Task #	Task Description	KCA	Valerin	Pedal Power Promoters	Omni	MC Squared	ACI	David Conner & Associates	Local Public Agency Solutions	Total
3	Project Common and General Tasks	\$54,656.00	\$30,288.00	\$12,650.00					\$3,229.20	\$100,823.20
4	Roadway Analysis	\$101,030.00								\$101,030.00
5	Roadway Plans	\$40,117.00								\$40,117.00
6a	Drainage Analysis	\$44,663.00								\$44,663.00
6b	Drainage Plans	\$17,030.00								\$17,030.00
7	Utilities				\$26,760.50					\$26,760.50
8	Env. Permits, Compliance & Clearances	\$3,593.00					\$3,033.28			\$6,626.28
9	Structures - Summary, Misc. Tasks, Drgs.	\$502.00								\$502.00
18	Miscellaneous Structures	\$2,330.00								\$2,330.00
19	Signing & Pavement Marking Analysis	\$47,194.00								\$47,194.00
20	Signing & Pavement Marking Plans	\$19,230.00								\$19,230.00
21	Signalization Analysis	\$43,785.00								\$43,785.00
22	Signalization Plans	\$12,900.00								\$12,900.00
25	Landscape Architecture Analysis							\$27,598.00		\$27,598.00
26	Landscape Architecture Plans							\$26,939.00		\$26,939.00
27	Survey & Subsurface Utility Engineering				\$69,707.39					\$69,707.39
35	Geotechnical					\$24,087.50				\$24,087.50
Subtotal		\$387,030.00	\$30,288.00	\$12,650.00	\$96,467.89	\$24,087.50	\$3,033.28	\$54,537.00	\$3,229.20	\$611,322.87
Contingency Allowance										\$25,000.00
GRAND TOTAL		\$387,030.00	\$30,288.00	\$12,650.00	\$96,467.89	\$24,087.50	\$3,033.28	\$54,537.00	\$3,229.20	\$636,322.87

COMPENSATION:

For performing the services identified within Exhibit A, a lump sum by task amount of \$636,322.87, has been established as the fee for the work described. Invoices will be submitted monthly. FIRM acknowledges and agrees it will not proceed with any portion of the work FIRM intends to charge against allowance or contingency amounts without first obtaining the CITY's prior written approval and authorization to proceed; otherwise, such costs are deemed FIRM's sole responsibility. FIRM has no entitlement to any portion of allowance or contingency amounts, which belong 100% to the CITY until an expense is approved.

"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 ¹

- 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

¹ "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-00022 Contract Name: Green Spine Cycle Track - Design
Company Name: Kisinger Campo & Associates, Corp. Address: 201 N. Franklin Street, Suite 400, Tampa, FL 33602
Federal ID: 59-1677145 Phone: 813.871.5331 Fax: 813.871.5135 Email: chris.meares@kisingercampo.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
W	Archaeological Consultants, Inc. 8110 Blaikie Court, Suite A, Sarasota, FL 34240 941.379.6206 877.351.2501 ACIFlorida@comcast.net	CF	912	E	Y
59-1712538					
S	David Conner + Associates, Inc. 100 E. Madison Street, Suite 200, Tampa, FL 33602 813.258.1997 dconner@dconnerassociates.com	CM	906	E	Y
59-3421586					
O	Local Public Agency Solutions, LLC 8340 Riverboat Drive, Tampa, FL 33637 813.220.4513 larry.taylor@localpublicagencysolutions.com	BM	912, 925, 912-77	E	Y
45-3670325					
S and W	MC Squared, Inc. 5808-A Breckenridge Parkway, Tampa, FL 33610 813.623.3399 813.623.6636 distefano@mc2engineers.com	CF	925	E	Y
90-0033880					
S and W	Omni Communications, LLC 8509 Benjamin Road, Suite E, Tampa, FL 33634 813.852.1888 866.485.3356 jstafford@omni-communications.com	CF - CM	925	E	Y
02-0572109					
O	Pedal Power Promoters, LLC 3011 Bayshore Blvd., #1210, Tampa, FL, 33629 813.263.4785 3301christineacosta@gmail.com	N/A	912	E	Y
47-2952190					
S and W	The Valerin Group, Inc. 13014 N. Dale Mabry Highway, #820, Tampa, FL 33618 813.404.1572 valeriec@valerin-group.com	CF	912	E	Y
33-1142500					

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: Paul G. Foley, PE, President Date: 10/18/2017

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-00022 Contract Name: Green Spine Cycle Track - Design
Company Name: Kisinger Campo & Associates, Corp. Address: 201 N. Franklin Street, Suite 400, Tampa, FL 33602
Federal ID: 59-1677145 Phone: 813.871.5331 Fax: 813.871.5135 Email: chris.meares@kisingercampo.com

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

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

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

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

No Firms are listed to be utilized because: _____

NIGP Code General Categories:

Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier

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 %
W	Archaeological Consultants, Inc. 8110 Blaikie Court, Suite A, Sarasota, FL 34240 59-1712538 941.379.6206 877.351.2501 ACIFlorida@comcast.net	CF	912	\$3,033.28	1%
S	David Conner + Associates, Inc. 100 E. Madison Street, Suite 200, Tampa, FL 33602 59-3421586 813.258.1997 dconner@dconnerassociates.com	CM	906	\$54,537.00	2%
O	Local Public Agency Solutions, LLC 8340 Riverboat Drive, Tampa, FL 33637 45-3670325 813.220.4513 larry.taylor@localpublicagencysolutions.com	BM	912, 925, 912-77	\$3,229.20	1%
S and W	MC Squared, Inc. 5808-A Breckenridge Parkway, Tampa, FL 33610 90-0033880 813.623.3399 813.623.6636 distefano@mc2engineers.com	CF	925	\$24,087.50	3%
S and W	Omni Communications, LLC 8509 Benjamin Road, Suite E, Tampa, FL 33634 02-0572109 813.852.1888 866.485.3356 jstafford@omni-communications.com	CF - CM	925	\$96,467.89	12%
O	Pedal Power Promoters, LLC 3011 Bayshore Blvd., #1210, Tampa, FL, 33629 47-2952190 813.263.4785 3301christineacosta@gmail.com	N/A	912	\$12,650.00	1%
S and W	The Valerin Group, Inc. 13014 N. Dale Mabry Highway, #820, Tampa, FL 33618 33-1142500 813.404.1572 valeriec@valerin-group.com	CF	912	\$30,288.00	1%

Total ALL Subcontract / Supplier Utilization \$ 224,292.87

Total SLBE Utilization \$ 205,380.39

Total WMBE Utilization \$ 153,876.67

Percent SLBE Utilization of Total Bid/Proposal Amt. 34 % Percent WMBE Utilization of Total Bid/Proposal Amt. 25 %

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

Signed: Paul G. Foley Name/Title: Paul G. Foley, PE, President Date: October 18, 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