



CITY OF TAMPA, FLORIDA - RFQ
c/o Contract Administration Department
306 E. Jackson Street # 280A4N
Tampa, FL 33602

18-D-00007; Two Walk-Bike FDOT LAP Projects – Design

Public Announcement In Compliance With Requirements Of Chapter 287.055, Laws Of Florida, Consultants Competitive Negotiation Act, As Amended, City of Tampa Code Chapter 2, Article V, Division 3, Section 2-282, and Applicable Federal Law. Submitters will be Notified of Intent To Award by E-mail.

RFQ - The City of Tampa desires to obtain **Professional Engineering** services for the design of two (2) Florida Department of Transportation (FDOT) Local Agency Program (LAP) funded Walk-Bike projects; 1) East Columbus Drive from North Nebraska Avenue to 14th Street, and 2) 46th Street from Busch Boulevard to Fowler Avenue. Services may include but not be limited to: public involvement, surveying, subsurface utilities exploration, traffic and safety analysis, roadway and drainage design, utilities coordination, environmental permitting, miscellaneous structures, signing and pavement markings, signalization, lighting analysis, landscaping and irrigation, geotechnical, cost estimating, specifications, and post-design services.

A pre-submittal conference will be held at 11 A.M. Monday, February 5, 2018, in the 3rd Floor City Council Chambers, Old City Hall 315 E. Kennedy Blvd., Tampa, Florida 33602. Attendance is not mandatory.

A link to additional material may be provided at demandstar.com and at: <http://www.tampagov.net/contract-administration/programs/architectural-engineering-construction-and-related-rfq.s>.

Unless otherwise posted, no further data will be available before the deadline established for the submission of Letters-Of-Interest.

Questions may be directed to Jim Greiner, P.E., Contract Administration, City of Tampa, (813) 274-8598, or E-Mail Jim.Greiner@tampagov.net. Other lobbying or communication is restricted during the selection process pursuant to Tampa Code Chapter 2, Article V, Division 3, Section 2-282.

Firms must provide evidence of any required licenses or registrations and FDOT pre-qualification 3.1, Minor Roadway Design with its submission or within ten days thereof in order to be considered. The prime firm or applicable team members are expected to be pre-qualified for 4.1.1 – Miscellaneous Structures; 6.1 – Traffic Engineering Studies; 7.1 – Signing, Pavement Marking and Channelization; 7.3 – Signalization; 8.2 – Design, Right of Way Construction Surveying; 2.0 – Project Development (PD&E) Studies.

Firms desiring to provide these services to the City must submit A Single Electronic File in Searchable PDF format, Smaller than 5MB, that includes a Letter of Interest referring to RFQ 18-D-00007, Statement of Qualifications, SF330(<https://www.gsa.gov/Forms/TrackForm/32994>), and any supplemental material allowing evaluation for further consideration(short-listing) based upon the following criteria/point system: 10yr Successful Comparable Project Experience, (40); 10yr FDOT LAP Design Experience (40); Workload and availability (15); 3 or more Past Performance Reference Surveys (5).

The City of Tampa is required to use FDOT's DBE program on contracts with FHWA funds. The FDOT DBE aspirational goal is 10.65% and is race neutral, meaning that FDOT believes the aspirational goal may be obtained through ordinary procurement methods. Despite the absence of a contract specific DBE goal on this contract, the City of Tampa encourages bidders to seek out and use DBEs and other small businesses. For assistance in identifying certified DBEs, FDOT offers the use of its supportive services program accessed via FDOT Equal Opportunity Office at <http://www.fdot.gov/equalopportunity/serviceproviders.shtml>.

The PDF file must be addressed to:
Brad L. Baird, P. E., Chairman, Consultants' Competitive Negotiation Committee, City of Tampa – c/o CAD - 4th Floor North, 306 E. Jackson Street, Tampa, Florida 33602.

The PDF must be **E-Mailed to ContractAdministration@tampagov.net BEFORE 2 P.M., Thursday, March 1, 2018.** Submissions received on the day of the deadline may not be acknowledged by return-e-mail before the deadline.
Tentative Schedule:
4-16-18; Short-Listing
5- 4-18; Presentations by Short-Listed Firms
5-11-18; Final Selection
7-13-18; Contract Submission to FDOT for Concurrence
8-23-18; City Council Approval
9-11-18; NTP

Anticipated Scope of Services (RFQ 18-D-00007)

N. Columbus Drive Complete Street (from Nebraska Ave to 14th St)

Project #1001221; FPN 436639-1

Project Description:

This project provides for the reconfiguration of the 0.4 mile segment of existing 2-lane (one travel lane in each direction) undivided arterial roadway to provide the addition of marked, on-road bicycle lanes on both sides of the roadway and on-street parking aisle to one side of the roadway.

Scope of Work:

Scope of Work consists of design and delivery a complete set of construction contract documents including plans, specifications, supporting engineering analysis, calculations and other technical documents. The consultant shall become familiar with the concepts developed from prior studies and shall use the concepts as the basis of design.

Services shall include:

- Public Involvement – prepare presentation boards/roll-plots, fact sheet, and PowerPoint presentation, and provide staff to attend one public information meeting.
- Specifications Package Preparation – prepare specifications package based on FDOT Standard Specifications and City of Tampa Special Provisions
- Establish Design Criteria for project.
- Topographic survey – provide topographic survey for following segment (vertical and horizontal control to be provided by City):
 - Within E. Columbus Drive right-of-way between Nebraska Avenue and 14th Street.
 - Identify apparent right-of-way lines within project limits.
- Traffic Analysis – evaluation of crash data within the corridor, collection of traffic volumes and turning movement counts, evaluation of pre and post corridor and intersections level of service.
- Roadway design and analysis to include new sidewalk construction, curb extensions, milling and resurfacing and ADA upgrades to existing sidewalk facilities.
- Roadway Plans to include plan drawings, pay items, quantities, computations, details, typical sections, design calculations.
- Drainage – minor drainage design incidental to roadway and sidewalk plans
- Miscellaneous Structures – incidental to roadway design
- Utility Coordination – provide all utility coordination for project including obtaining “red/green/brown” plans from utility owners and any final utility relocation/adjustment plans and utility work schedules necessary to complete construction.
- Signing and Pavement Markings – provide analysis and plans for all necessary signing and pavement markings within corridor and at crosswalks.
- Traffic Signalization – minor signalization improvements anticipated:
 - E. Columbus Dr. and N. Nebraska Ave.
 - E. Columbus Dr. and Republica De Cuba (a.k.a. 14th Street)

Anticipated Scope of Services (RFQ 18-D-00007)

- Landscape and irrigation – recommend incidental low-intensity landscaping at targeted locations where applicable
- Environmental Permits, Compliance and Clearances to include the preparation of ‘Cultural Resources Reconnaissance Survey and Effects Determination Technical Memorandum’ for coordination with the FDOT District 7, Federal Highway Administration (FHWA) and State Historic Preservation Officer (SHPO) prior to the Final plans submittal
- Post-Design Services including:
 - Attend pre-bid meeting
 - Assist with Addenda preparation
 - Review bid tabs
 - Attend pre-construction meeting
 - Respond to Contractor RFI’s
 - Shop drawing reviews

All documents shall comply with all applicable governmental laws, statutes, rules and regulations including the City, State and Federal. Governing design standards are the latest version of the Florida Department of Transportation Design Standards and the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (commonly referred to as the "Florida Greenbook").

Deliverables:

Plans are to be in 1" = 40' scale in PDF format. Final plans to also be provided in native AutoCAD format. Submittals to consist of:

- Concept Plan
- 60% Submittal including Roadway Plans, Engineer’s Estimate, and Design Documentation.
- 100% Submittal including Roadway Plans, Engineer’s Estimate and Draft Specifications.
- Final Submittal including Roadway Plans, Engineer’s Estimate and Final Specifications Submittal for Construction (approx. March 2019)
- PowerPoint presentation, and boards/roll-plots for public meetings
- SWFWMD Permit Exemption Letter

Project Schedule is estimated to be fifteen (15) months from Notice to Proceed.

Anticipated Scope of Services (RFQ 18-D-00007)

46th Street Walk-Bike Project (from Busch Blvd to Fowler Ave)

Project #1001220; FPN 437246-1

Project Description:

The project consists of addition of pedestrian and bicycle facilities on 46th Street between Busch Boulevard and Fowler Avenue. Considerations include: installation of Shared Lane Markings from Busch Boulevard to Bougainvillea Avenue; additional wide sidewalks between Bougainvillea Avenue and Fowler Avenue; additional safety improvements at the intersection of 46th Street and Linebaugh Avenue.

Scope of Work:

Scope of Work consists of design and delivery of a complete set of construction contract documents including plans, specification, supporting engineering analysis, calculations and other technical documents. The consultant shall become familiar with the concepts developed from prior studies and shall use the concepts as the basis of design. Services shall include:

- Public Involvement – prepare presentation boards/roll-plots, fact sheet, and PowerPoint presentation, and provide staff to attend one public information meeting.
- Specifications Package Preparation – prepare specifications package based on FDOT Standard Specifications and City of Tampa Special Provisions
- Establish Design Criteria for project.
- Topographic survey – provide topographic survey for following segments (vertical and horizontal control to be provided by City):
 - Within 46th Street right-of-way between Bougainvillea Avenue and Fowler Avenue.
 - Within 46th Street and Linebaugh Avenue right-of-way.
 - Identify apparent right-of-way lines within project limits
- Traffic Analysis – evaluation of crash data within the corridor and at the intersection of Linebaugh Avenue
- Roadway design and analysis to include new sidewalk construction, and ADA upgrades to existing sidewalk facilities.
- Roadway Plans to include plan drawings, pay items, quantities, computations, details, typical sections, design calculations.
- Drainage – minor drainage design incidental to roadway and sidewalk plans
- Miscellaneous Structures – incidental to roadway design
- Utility Coordination – provide all utility coordination for project including obtaining “red/green/brown” plans from utility owners and any final utility relocation/adjustment plans and utility work schedules necessary to complete construction.
- Signing and Pavement Markings –provide analysis and plans for all necessary signing and pavement markings within corridor and at crosswalks.
- Traffic Signalization – minor signalization improvements anticipated:
 - N. 46th Street and E. Busch Boulevard
 - N. 46th Street and E. Bougainvillea Ave./E. Serena Drive

Anticipated Scope of Services (RFQ 18-D-00007)

- Landscape and irrigation – recommend incidental low-intensity landscaping at targeted locations where applicable
- Environmental Permits, Compliance and Clearances
- Post-Design Services including:
 - Attend pre-bid meeting
 - Assist with Addenda preparation
 - Review bid tabs
 - Attend pre-construction meeting
 - Respond to Contractor RFI's
 - Shop drawing reviews

All documents shall comply with all applicable governmental laws, statutes, rules and regulations including the City, State and Federal. Governing design standards are the latest version of the Florida Department of Transportation Design Standards and the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (commonly referred to as the "Florida Greenbook").

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Project Schedule is estimated to be fifteen (15) months from Notice to Proceed.

East Columbus Drive (Nebraska Ave. to 14th Street)

- Fact Sheet
- InVision Center City Plan Excerpts
- MPO/Tampa Walk-Bike Plan Phase I Final Report Excerpts
- MPO/Tampa Walk-Bike Plan Appendicies Excerpts
- FDOT Project Feasibility Review

East Columbus Drive (Nebraska Avenue to 14th Street)
FACT SHEET



N. Columbus Drive Complete Street

(From Nebraska Ave to 14th St)

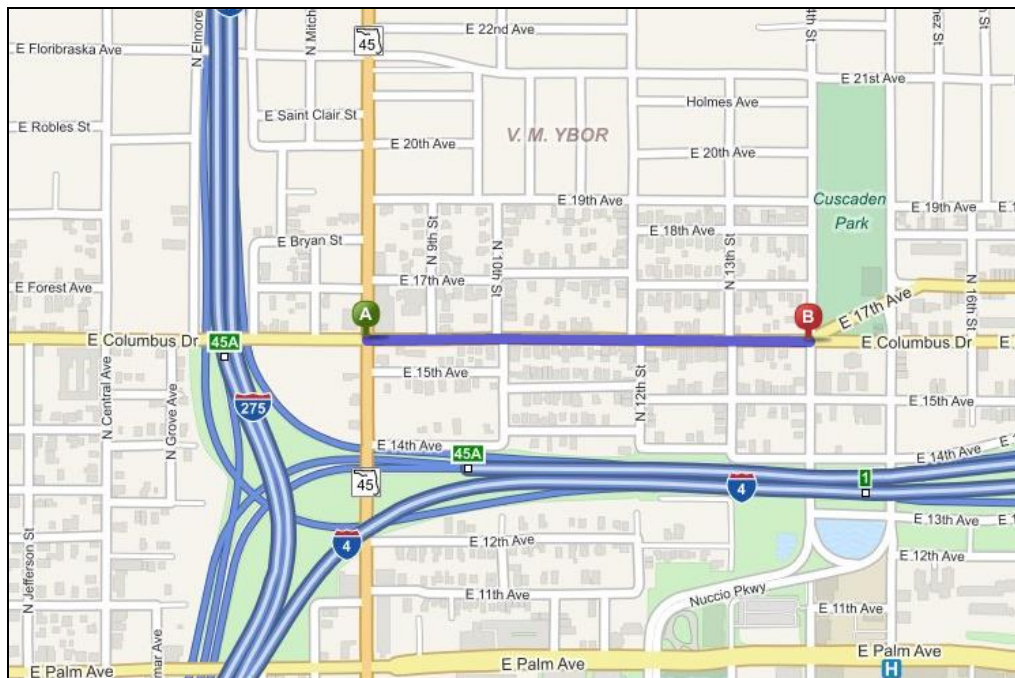
Project #1001221; FPN 436639-1

Project Description:

This project provides for the reconfiguration of the existing 2-lane undivided roadway to provide bicycle lanes on both sides of the roadway and on-street parking aisle to one side of the roadway.

The 0.4 mile segment of Columbus Drive from Nebraska Avenue to 14th Street is a 2-lane (one travel lane in each direction) arterial roadway with a posted speed of 30 mph and has an average daily traffic volume of 10,210 vehicles per day. This project was prioritized as number four in the MPO-City of Tampa Walk-Bike Plan Phase I – Final Report. The City’s InVision Center City Plan also identified this segment for road dieting and rebalancing to provide safe, walkable and bikeable neighborhood connectivity.

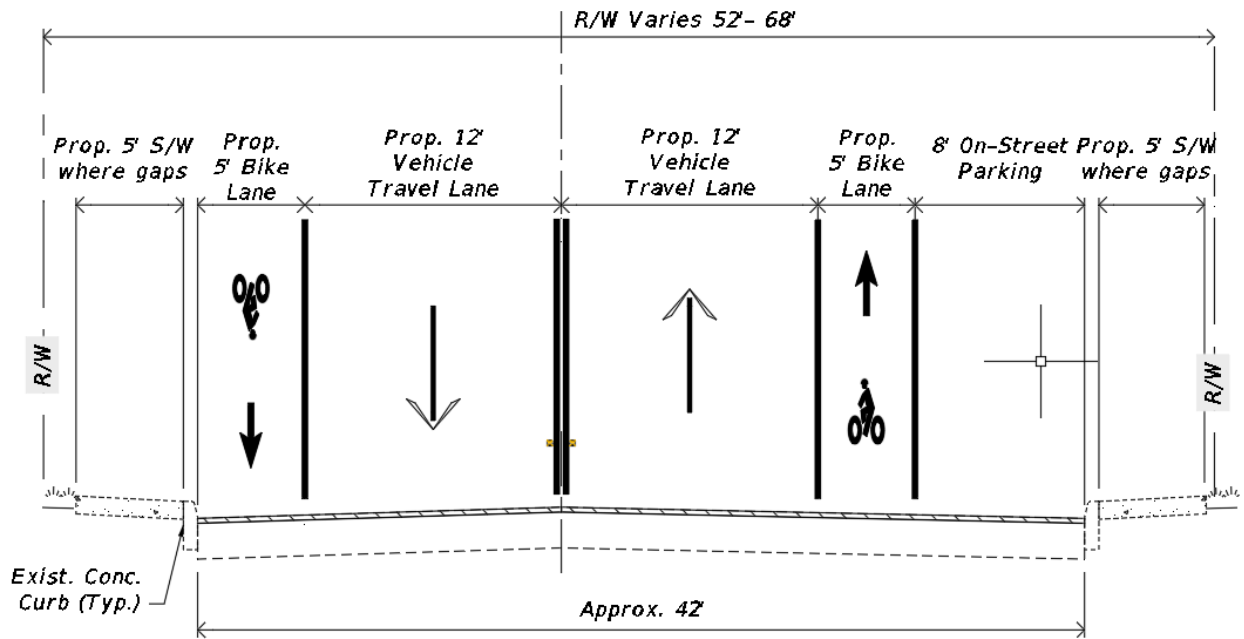
Project Location Map:



Project Budget and Schedule:

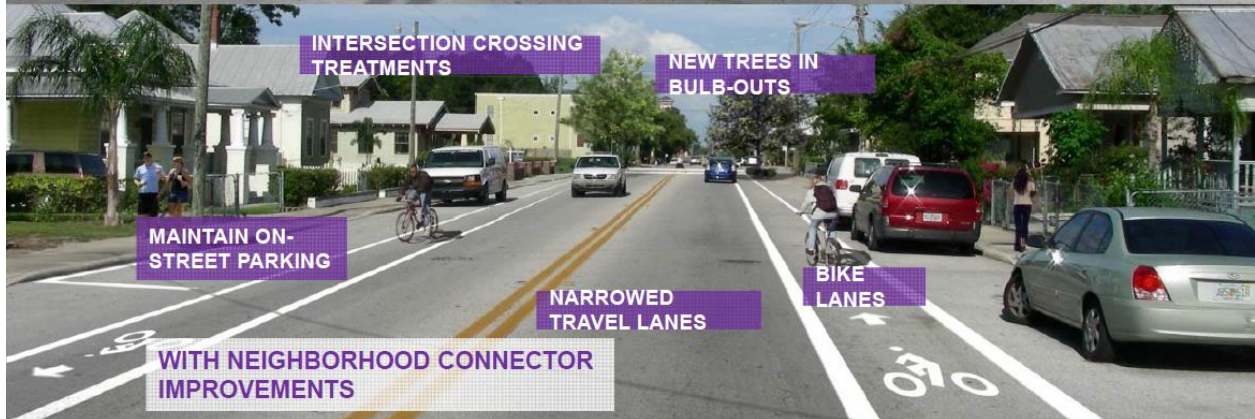
Phase	Firm	Cost	Funding	Schedule	
				Start	Finish
Design	TBD	\$99,000 + \$100,000	FDOT + City	Feb 2018	May 2019
Construction w/o CEI	TBD	\$218,986 + \$273,014	FDOT + City	Feb 2020	Nov 2020
Contingency (6.8%)		\$33,715	City		
CEI (5.6%)	City	\$27,360	FDOT		

Project Typical Section:



COLUMBUS DR. (Florida Ave. to 14th St.)

Columbus Dr Complete Street



East Columbus Drive (Nebraska Avenue to 14th Street)
InVISION CENTER CITY PLAN EXCERPTS

EXCERPTS ONLY

E. Columbus Dr. (Nebraska Ave. to 14th St.)

From <https://www.tampagov.net/sites/default/files/planning/files/InVision-Tampa/center-city-plan-2012-11-26.pdf>

The Tampa Center City Plan

Connecting Our Neighborhoods
and Our River for Our Future



INVISION TAMPA

People. Place. Progress.

CENTER CITY

Opportunities

Tampa's Center City is comprised of a pattern of neighborhoods, each with their own unique historic 'main street' commercial centers, schools and parks. The neighborhoods are linked by a very important pattern of connective streets that are significant enough to cross the Hillsborough River and in-town expressways, yet local enough that they are not identified as regional arterials. Historically, many of these streets comprised the grand estate residential boulevards and high character retail nodes of Tampa's early urban neighborhood villages. Today, these streets carry the potential to support livable transportation including walking and biking between neighborhoods, while providing an attractive address for residential and commercial investment at a scale that is context sensitive.

Balancing Centers of Community Life

Tampa should take special care to leverage the full value of its Neighborhood Connectors and Main Streets as centers of community life.

Many of these streets have been pushed out of 'balance', towards a configuration that maximizes the available space for automobile capacity and speed. This widening typically results in a reduced pedestrian / bicycle environment, prolonged disinvestment, and a less attractive urban address for quality new investment. As Tampa rediscovers the value of its urban places, this trend should be reversed. In many cases, the current size of the street is not warranted based on the number of daily traffic trips, and there is a community desire for the street to more sensitively serve the needs of the adjacent local business and residential environment.

Enhancing Beauty and Service

Tampa should pursue a program of enhancing the beauty and service of Neighborhood Connectors and 'Main Streets'. This should include several levels of incremental enhancement. Sidewalks and Crossings at key street crossings shall be improved. Wider 'two-lane' roads such as Columbus Drive or Cypress Avenue shall be restriped with marked on-street parking and bicycle lanes, to both clarify these facilities as well as visually narrow the streets.

Three-lane, one way streets shall be evaluated for conversion to two way, or possible restriping to introduce parking and bicycle lanes, as on Swann Avenue.

Road Dieting and Rebalancing the Street

Larger four and five lane roads shall be 'road-dieted' to right size and rebalance the street. This supports neighborhood objectives for livable connectivity across Center City, more attractive addresses for local investment, residential life and walkable retailing. Tampa has achieved this outcome (in part) on Nebraska Avenue, in partnership with FDOT. Other streets such as Palm Ave and Floribaska Ave are candidates for this type of adjustment.

The vision should insure walkable, bikeable neighborhood connectivity across Center City for all residents, attractive streets for residential investment, and safe access to community assets. Tampa's historic Main Street will be walkable, character environments for local jobs, retailing and civic interaction.

Key Actions

Early Actions Already Underway

- [1] Update Walk-Bike to incorporate future sidewalk and bicycle improvements

Early Next Steps

- [2] Complete a connected bike lane system for the Center City
- [3] Restripe oversized streets for articulated parking and/or bike lanes and pedestrian crossings
- [4] Prioritize additional 4 and 5 lane streets for retrofit, road diets, and pedestrian improvements

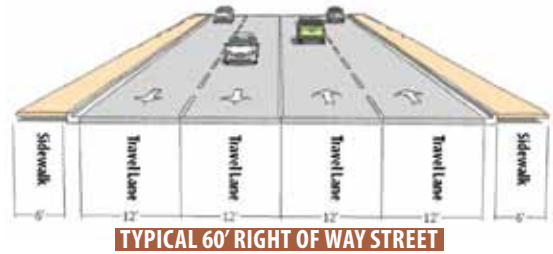
Livable Streets Right of Way Studies

Many of Tampa's Center City streets are similarly configured. Most neighborhood streets have rights of way between 50 and 54 feet wide. Some of the neighborhood streets, such as Hyde Park, enjoy more complete street tree, sidewalk, and stormwater features than others. However, nearly all the Center City neighborhood streets contain the necessary dimensional criteria to rebuild a similar walkable character, over time, in response to investment or neighborhood plans.

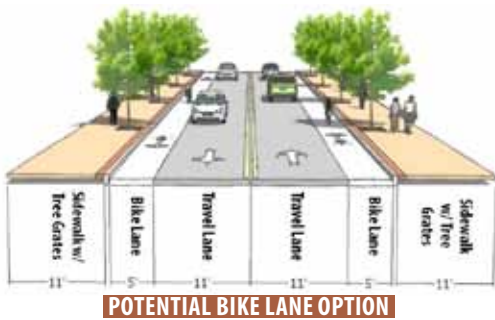
On larger connective corridors, right of way widths range from 54 to 62 feet and have typically been maximized for automobile capacity and speed, including many conversions to one-way service. These are streets such as Howard, Armenia, Willow, Boulevard, Columbus, and Floribraska. These streets have the necessary dimensions to easily reconfigure in a variety of ways to rebalance the street to be more supportive of the desired future role of the street, including pedestrian and bicycle activity, enhanced tree canopy, on street parking, and other features conducive to residential and commercial investment.

The following diagrams provide visual studies of various methods (without significantly impacting stormwater / curb lines) to reposition these key streets to meet local needs. These types of approaches would provide a more livable circulation system for the Center City while maintaining adequate regional roadway network capacity.

Center City Rights of Way | Common Sections



54' Right of Way Streets | Example Reconfigurations



Neighborhood Connectors



Neighborhood Connector Improvements

- [1] MAINTAIN ON-STREET PARKING
- [2] INTERSECTION CROSSING TREATMENTS
- [3] NARROWED TRAVEL LANES
- [4] NEW TREES IN BULB-OUTS
- [5] BIKE LANES

East Columbus Drive (Nebraska Avenue to 14th Street)
TAMPA/MPO WALK - BIKE PLAN PHASE I FINAL REPORT EXCERPTS



CITY OF TAMPA

Walk-Bike Plan

Phase I - Final Report

EXCERPTS ONLY

E. Columbus Drive (Nebraska Ave. to 14th Street)

From http://www.planhillsborough.org/wp-content/uploads/2012/10/TampaMobilityPlan_PhaseI_TechMemo_MainDoc.pdf



June 2011

Table E-3 (continued):

Segment Description		High Priority Walk Bike Projects	Shared Lane Arrows	Mark Bike Lane	Sidewalk/Sidepath	Road Diet & Complete Street	Corridor Capacity & Complete Street	Intersection Capacity and Safety Enhancement	Intersection Pedestrian Safety Enhancement
3-h	Columbus Dr	Rome Ave to North Boulevard				Study			
		North Boulevard to Florida Ave	X						
		Florida Ave to Nebraska Ave	X						X
		Nebraska Ave to 21st/22nd St		X					
3-i	Floribraska Ave	Florida Ave to Nebraska Ave				X			
3-j	46th St	Busch Blvd to Serena Dr	X						
		Serena Dr to Fowler Ave			X				
3-k	50th St	Serena Dr to Whiteway Dr	X		X				X
		Whiteway Dr to Fowler Ave	X						
3-l	40th St/McKinley Dr	Busch Blvd to Fowler Ave							X
3-m	Rome Ave	Kennedy Blvd to Main St		X	X				X
		Main St to Spruce St		X					
		Spruce St to Columbus Dr	X						
3-n	Azeele St	Westshore Blvd to Lois Ave	X		X				
		Lois Ave to Dale Mabry Hwy	X		X				X
		Dale Mabry Hwy to Himes Ave				X			
		Himes Ave to MacDill Ave				X			X
3-o	Himes Ave	Kennedy Blvd to Columbus Dr		X					
		Columbus Dr to Hillsborough Ave			X				
3-p	Habana Ave	Main St to Columbus Dr							X
		Columbus Dr to Tampa Bay Blvd	X		X				
		M L King Blvd to Hillsborough Ave							X
3-q	M L King Blvd	Cargo Rd to MacDill Ave			Study				
3-r	Tampa Bay Blvd	Westshore Blvd to Himes Ave			Study				

Downtown: Downtown offers many opportunities to provide for connectivity because of relatively frequent connections across I-275 and I-4 as well as numerous bridges across the Hillsborough River. Downtown also has numerous clearly-defined neighborhoods, Urban Villages, and mass transit corridors that help define necessary multimodal travel corridors/needs.

The general approach to connect these neighborhoods/ activity centers to downtown and to each other is to establish a grid of bicycle and pedestrian facilities spaced no more than 0.5 miles apart. Establishing this grid also will facilitate access to Primary Transit Facilities including the Marion Transit Center, planned intermodal center, and existing, high-frequency HART corridors such as Tampa St/Florida Ave, Nebraska Ave, Kennedy Blvd, and numerous other corridors where route overlays provide superior headways into Downtown.

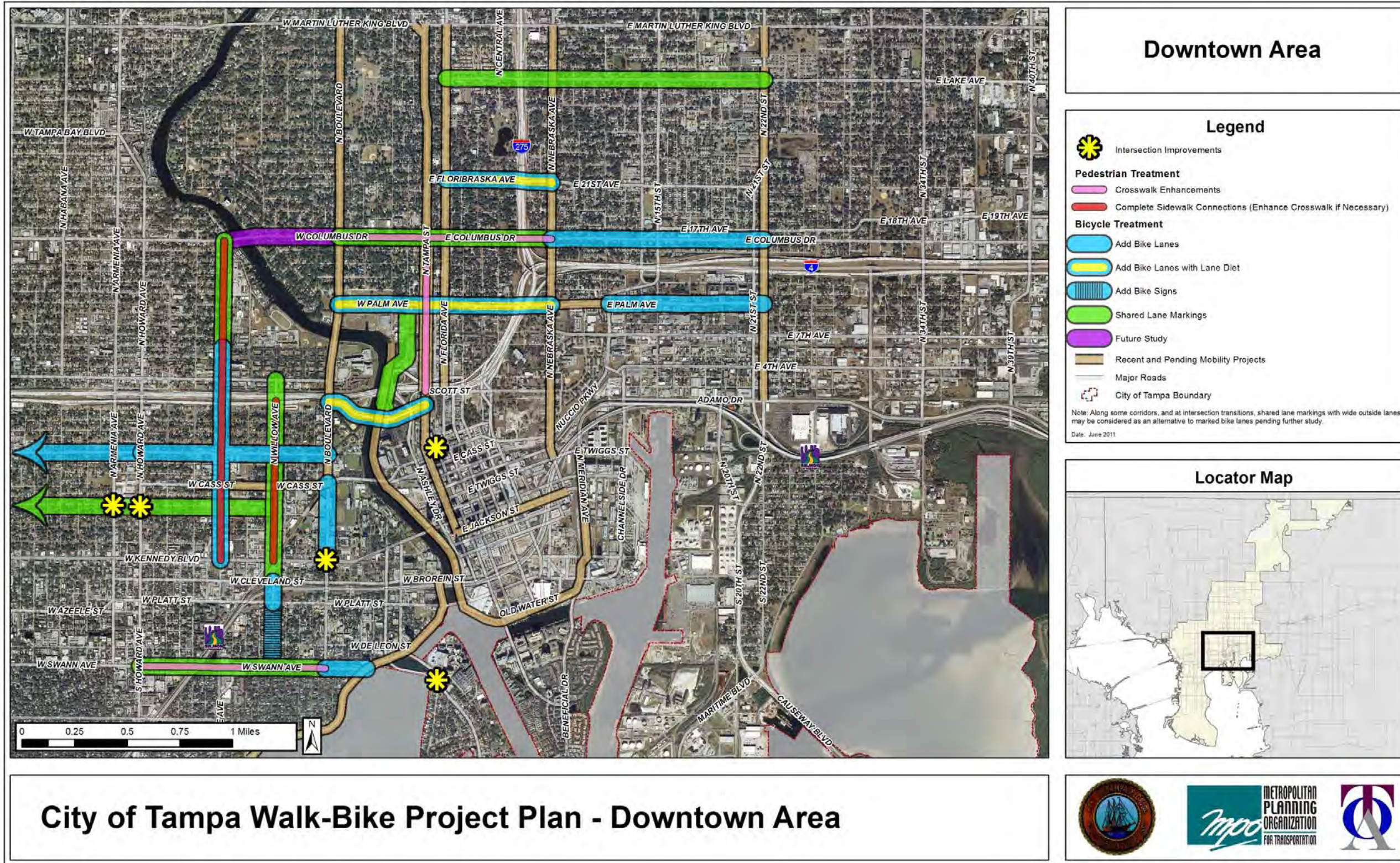
Pedestrian and bicycle connectivity within Downtown proper has been studied extensively by the MPO, City, and Downtown Partnership. Although connectivity issues are noted between the Channelside District and Downtown (especially for bicyclists), the goal of the Downtown strategy is to “get people to the Riverwalk/Meridian Ave trail” and then rely on these facilities and the existing Downtown network to distribute trips within the area. The Crosstown Greenway study and intermodal center development will help to refine mobility options within downtown.

Specific strategies to provide connectivity in the Downtown study area are shown in Table 2 and Figure 4.

Table 2: Downtown Study Area Connectivity Corridors/Concepts

Downtown				
ID Number	Description	Purpose	Challenges	Planned Project
1a	North Boulevard	Connect Riverside Heights and Tampa Heights to Downtown and West Tampa.	North Boulevard Bridge. Status of Tampa Interstate Master Plan North Boulevard Interchange.	Potential City of Tampa road diet/resurfacing project.
1b	Tampa St/Florida Ave Corridor	Connect Tampa Heights and Seminole Heights to the Heights CRA and Downtown.	Currently no north-bound bicycle lanes on Tampa St/Florida Ave. May need to consider parallel local streets.	Pending FDOT 3R project; may include bike lane on Florida Ave.
1c	Nebraska Ave	Connect Ragan Park, Seminole Heights and VM Ybor to the Encore CRA and Downtown.	Bike connections from Nebraska Ave into Downtown core and Channelide District.	
1d	14th/15th St Corridor	Connect Ragan Park and VM Ybor to Ybor City and Downtown.	No bike lanes currently. Sections will replace 21st/22nd St truck route once the Crosstown/ I-4 connector is complete.	
1e	22nd St Corridor	Connect East Tampa to Ybor City.	No bike lanes currently; sidewalk on one side only.	Pending FDOT and City of Tampa Enhancement Projects; will include bike facilities from Adamo Dr to Lake Ave.
2a	Lake Ave/Floribraska Ave/Columbus Dr Corridor	Provide for east-west distribution from Riverside Heights to East Tampa including connections to Downtown via Primary Transit corridors and planned light rail station areas. Potentially provide connections to West Tampa via Columbus Dr Bridge. Potential rail station area along Lake Ave.	No bike facilities currently; limited available cross section on Columbus Dr; high apparent volumes on Columbus Dr bridge. Lake Ave and Floribraska Ave do not cross Hillsborough River.	Columbus Dr bridge replacement.
2b	Palm Ave/7th Ave Corridor	Provide for east-west distribution from Riverside Heights to East Tampa and enable trips to enter downtown at the appropriate east-west juncture.	No bike facilities currently. Limited cross section on 7th Ave. Peak hour demand and TECOline extension plans may limit ability to "road diet" Palm Ave.	Palm Ave from Nebraska Ave to 15th St was recently resurfaced to include bike lanes.
3	Downtown/Channelside/ Ybor Connectivity	Provide supplement to the TECOline Streetcar System, especially for bike trips.	Poor connections, especially for bikes, between Meridian St and Downtown, and across Adamo Dr on Channelside Dr.	Crosstown Greenway Plan may help provide for these connectivity needs.
4	Downtown/TGH-Davis Islands/Hyde Park Connectivity	Provide connections between Tampa General Hospital (TGH) and new TGH facilities along Kennedy Blvd, provide connections from Hyde Park into Downtown via Cleveland/Platt/Swann corridor.	Davis Islands Bridge and Downtown Bridges are not designed for cyclists. No bike lanes on Cleveland/Platt/Swann currently.	Bayshore enhancement project will improve access to Davis Islands bridge.
5	Rome Ave/Willow Ave Corridor	Provide north-south corridor from Bayshore Blvd to Columbus Dr Bridge. Connect potential rail station areas at I-275 at Rome to West Tampa Urban Village.	No bike lanes currently. Brick street ordinance may limit bike lane potential. Sidewalk gaps.	
6	Cypress St/Cass St Corridor	Connect West Tampa Urban Village to Downtown.	No bike lanes currently. Cass St Bridge not designed for cyclists. Sidewalk gaps.	

Figure 10: Downtown Study Area Project Map



**APPENDIX A:
Stakeholder Involvement Log**

EXCERPTS ONLY

E Columbus Drive (Nebraska Avenue to 14th Street)

From http://www.planhillsborough.org/wp-content/uploads/2012/10/TampaMobilityPlan_Phase1TechMemo_Appendicies.pdf

Table B-4: 2035 Long Range Transportation Plan (LRTP) Planned/Programmed Projects – Cost Affordable Bicycle and Trails Projects and Unfunded Needs

Project ID	Facility	From	To	Project Description	Time Period	Section
ORB120	Florida Ave	Ice Palace Dr	Hillsborough Ave	Citywide On-Road Bike Lanes	N/A	Bicycle
ORB160	30th St	Yukon St	Fowler Ave	Citywide On-Road Bike Lanes	N/A	Bicycle
ORB250	Westshore Blvd (Alt Rte Trask)	Kennedy Blvd	Boy Scout Blvd	Citywide On-Road Bike Lanes	N/A	Bicycle
ORB30	Dale Mabry Hwy (Alt Rte Himes/Lois)	MacDill AFB	Waters Ave	Add Bicycle Lanes	N/A	Bicycle
ORB330	M L King Blvd (Alt Rte Lake)	Tampa St	Nebraska Ave	Citywide On-Road Bike Lanes	N/A	Bicycle
ORB340	M L King Blvd (Alt Rte Virginia/Orient)	Westshore Blvd	Tampa St	Marked Route	N/A	Bicycle
ORB370	SR 60/Adamo Dr	Channelside Dr	39th St	Citywide On-Road Bike Lanes	N/A	Bicycle
ORB380	Channelside Dr (Alt Rte Meridian)	Florida Ave	4th Ave	Re-Stripe for Bicycle Lane	N/A	Bicycle
ORB430	M L King Blvd	Nebraska Ave	40th St	Citywide On-Road Bike Lanes	N/A	Bicycle
ORB460	Columbus Dr (Alt Rte St Joseph)	Dale Mabry Hwy	Nebraska Ave	Marked Route	N/A	Bicycle
ORB490	Columbus Dr	Nebraska Ave	Broadway Ave	Citywide On-Road Bike Lanes	N/A	Bicycle
ORB920	50th St	Druid Hills	Fowler Ave	Paved Shoulders	N/A	Bicycle
ORT300	West Tampa Grnwy/Boy Scout Rd	M L King Blvd	Memorial Hwy	Multi-Use Trail	N/A	Bicycle

Columbus Dr from North Blvd to Florida Ave

There is continuous sidewalk from North Blvd to Florida Ave on both sides of the roadway. Many of the sidewalks pass through driveway and parking areas. Several side-street crosswalks are worn from age and weather.

There are also a number of bus stop locations, a school, a church, and other uses that would lean towards high volume of pedestrians crossing Columbus Dr, and there is an existing school crosswalk east of Massachusetts Ave. Installation of Rectangular Rapid Flashing Beacons to enhance the conspicuity of this crosswalk (especially outside of school hours) should be considered.

From North Blvd to Florida Ave, the speed limit is not posted. East of Nebraska Ave, the posted speed is 30 MPH, and relevant geometric and crash data indicate that a speed limit of 30–35 MPH is appropriate for this segment. Because the typical cross section is only 25ft, this pavement section is not adequate to accommodate dedicated bike lanes. However, the calculated speed is within the MUTCD recommended range for the use of shared lane markings.

It also is recommended that the appropriate speed limit, not greater than 35 MPH, be posted in this corridor.

Columbus Dr from Florida to Nebraska Ave

The typical section along this corridor is 28ft wide from curb to curb. Although the speed limit is not posted, the assumed speed limit for this segment is 30–35 MPH. At this speed limit, there are two options: the lanes could be reduced to 10ft lanes with a 4ft striped shoulder (undesignated bike lane), or shared lane arrows may be applied to the existing 14ft lanes through this segment of Columbus Dr.

Consideration also should be given to application of high-emphasis crosswalk markings to the side-street intersections along Columbus Dr and at any mid-block or signalized intersections.

Columbus Dr from Nebraska Ave to 14th St

From Nebraska Ave to 14th St, Columbus Dr is a two-lane undivided roadway with a posted speed of 30 MPH. Within the 44ft pavement section, there are two travel lanes, and on-street parking is permitted along both sides of the roadway.

With this pavement width, two 8ft parking lanes and the required 5ft bike lanes cannot be accommodated. If parking cannot be restricted along this segment of Columbus Dr, a 9/13/13/9 section with shared lane arrows and marked parking lanes is recommended.

An inspection of aerial imagery suggests that narrow lot widths along the south side of Columbus Dr necessitate the provision of on-street parking for these residences. Along the north side of the roadway, standard lot widths appear to prevail, although it has not been determined if all residences have adequate onsite parking facilities. If parking were limited to striped parking only on the south side of the roadway, a section of 10/5/12/12/5 could be provided, as shown.



Columbus Dr from 14th St to 21st/22nd St

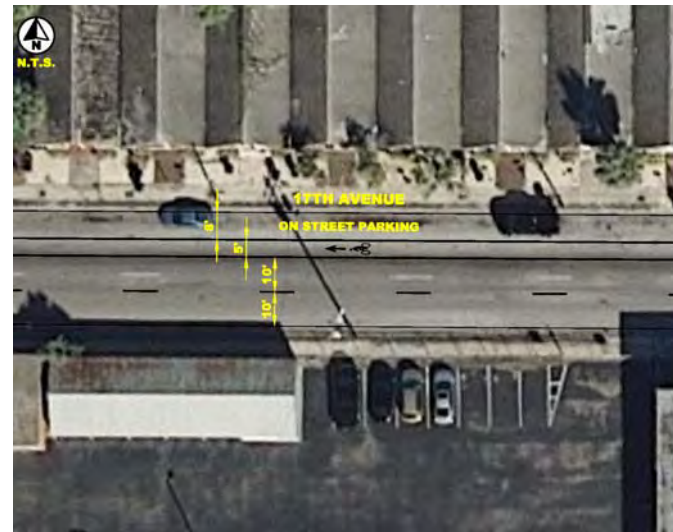
East of 14th St, Columbus Dr turns into a one-way pair with Columbus Dr carrying eastbound traffic and 17th Ave carrying westbound traffic.

Columbus Dr is a two-lane, one-way roadway with a pavement section of approximately 28ft from 14th St to 22nd St. This roadway could accommodate an eastbound bicycle lane with a section of 11/12/5. “No Parking” signs also should be installed.

Consideration should be given to extending the limits of this project beyond the current study area by providing bike lanes or shared lane arrows with on-street parking. East of the railroad tracks (30th St), the section expands to 36ft, which could accommodate two travel lanes, parking, and a bike lane in an 8/11/12/5 configuration, with the bike lane and parking lane on opposite sides, preferably parking on the north side. In this configuration, the zone of conflict between bikes, vehicles, and the parked vehicles doors (driver side) are minimized.

17th Ave is a westbound two-lane one-way roadway. 17th Ave has a pavement section of approximately 33ft from 21st St to 14th St. This width can accommodate two 12ft – 14ft travel lanes and a marked bicycle lane. Although no on-street parking was observed during a field review, aerial imagery suggests on-street parking occurs along this segment, so installation of “No Parking” signs should be considered if bike lanes are installed without substantial reduction of the travel lane width. Alternatively, thru lanes may be reduced to 10ft, and a bike lane and marked “Parking Lane” may be provided using an 8/10/10/5 section with the 8ft parking on the south side.

As with Columbus Dr, consideration should be given to extending the limits of this project beyond the current study area. The section to the east of the study limits varies from 23ft to 33ft, so it would require a combination of shared lane markings, bike lanes, and parking restrictions.



Recommendations:

- From Rome Ave to North Blvd:
 - Undertake a detailed speed study to determine if the 40 MPH posted speed is appropriate between Howard Ave and North Blvd.
 - Undertake a detailed traffic analysis to confirm the feasibility of converting Columbus Dr from a four-lane undivided section to a two-lane divided section from west of North Blvd to either Rome Ave or Howard Ave.
- Post the appropriate speed limits east of North Blvd.
- From North Blvd to Florida Ave:
 - Install 3,000ft of shared lane markings.
- From Florida Ave to Nebraska Ave:
 - Stripe shared lane markings with a 14/14 section.
- From Nebraska Ave to 14th St:
 - Stripe 2,200ft of bike lanes and a parking lane with a 10/5/12/12/5 section, OR
 - Stripe shared lane markings with a 9/13/13/9 section.
- From 14th St to 22nd St:
 - Restripe approximately 6,000ft, (3,000ft on Columbus Dr and 3,000ft on 17th Ave) of the roadway for bicycle lanes; and restrict on-street parking along the south side of the street.

East Columbus Drive (Nebraska Avenue to 14th Street)
FDOT PROJECT FEASIBILITY REVIEW

**FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION ALTERNATIVES PROGRAM
PROJECT FEASIBILITY REVIEW**

Feasible Feasible with Conditions – See Item 8 (EMO Assessment) Not Feasible

Project Name: Columbus Drive (Nebraska Ave. to 14th Street) Road Diet, Hillsborough County

FPN: 436640-1.

Project Name / Sponsor: Columbus Drive (Nebraska Ave. to 14th Street) Road Diet/ City of Tampa

Project Location / Description: Columbus Drive from Nebraska to 14th Street. The project proposes to reconfigure the existing 2-lane undivided highway to provide bicycle lanes on both sides of the roadway and on-street parking aisle to one side of the roadway (Refer to Appendix F – Proposed Typical Section).

Project Limits: The limits of the project are from Nebraska Avenue to 14th Street. The project length is approximately 0.4 miles.

This project was reviewed for consistency with the latest editions of the “FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways”, the FDOT Plans Preparation Manual, and the American Disability Act (ADA) Standards. The Department has reviewed the following elements related to feasibility for the above referenced project.

- 1. Minimum Standards** - Does the overall operation of the facility comply with minimum local street and road standards? (Florida Green Book)

The overall operation of the proposed facility complies with minimum local street and road standards.

- 2. Right-of-Way** - Will the existing right-of-way accommodate the proposed improvements, and are there any residential or commercial encroachments that may jeopardize the project?

Based on the field review conducted, it appears that the proposed improvements will generally fit within the existing right-of-way.

- 3. Maintenance** - Is the overall appearance of the facility properly maintained? Look at the following elements: roadway surface, shoulder condition, drainage (silted in pipes, evidence of flooding), and over grown vegetation.

Overall, the entire corridor within the project limits appears to be properly maintained as identified in the attached photo log (Appendix C).

- 4. Constructability** - Can the proposed improvements be constructed in compliance with minimum standards?

As proposed, the project can be constructed in compliance with minimum standards.

- 5. Cost Effective** - Will the proposed improvements require substantial design amenities such as drainage restructuring, wooden structures curb and gutter, gravity walls, etc.? Does the facility appearance show evidence and support for the type of improvement? The intention of the proposed improvements is not to create a roadway reconstruction project.

The existing facility and its surrounding area can support the construction and facility proposed.

- 6. Utilities** - Identify any outstanding utilities that may require relocation or adjustment.

**FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION ALTERNATIVES PROGRAM
PROJECT FEASIBILITY REVIEW**

Within the project limits, there are existing utilities (underground water main, gas line, and fire-hydrants) underneath the existing sidewalks as shown in the photo-log (refer to Appendix C). However, these utilities may not be impacted as improvements are only proposed between curbs.

- 7. Environmental Permit Issues** - Identify any potential jurisdictional wetlands that would be impacted by the proposed improvements.

There are no wetlands identified within the project area; therefore, no wetland impacts are anticipated with the proposed project.

- 8. EMO Assessment** - Identify any potential hazardous materials and/or endangered species. (If any of these are identified, the District's EMO should be notified for review.)

There are three potential contamination sites located adjacent to the proposed project: Goldstar Foods (Sunoco Gas Station) at the southeast corner of Columbus Drive and Nebraska Avenue, Danny's Generators at the southwest corner of Columbus Drive and 12th Street, and Columbus Food Mart on the northwest corner of Columbus Drive and 14th Street. The Goldstar Foods and Columbus Food Mart are active retail gas stations and both have been identified as Department of Environmental Protection (DEP) cleanup sites. Danny's Generator's is listed as a closed retail station and it appears another business is currently located at this site. If soil disturbance occurs within the project area, further evaluation of potential contamination may need to be conducted. If no soil disturbance is expected and project stays within existing ROW, no contamination impacts are anticipated. The proposed project is located in an area that is highly urbanized; therefore, no impacts to wildlife or suitable habitat are anticipated from the proposed project.

A cultural resources feasibility review was conducted for this project. A review of the FDOT Efficient Transportation Decision Making (ETDM) Environmental Screening Tool (EST) indicates that three previous Cultural Resource Assessment Surveys (CRAS) have been conducted in this area. Three previously identified historic resources and one resource group, the Ybor City National Historic Landmark District (8HI00313) are located within the project limits. It is known that several historic buildings have been relocated to this portion of Columbus Drive during the Tampa Interstate Study (TIS) Memorandum of Agreement (MOA) mitigation. This project includes the reconfiguration of the existing 2-lane undivided roadway to provide bicycle facilities and marked on-street parking aisle and curb extensions. The project appears to be feasible from a cultural resource perspective. A CRAS Tech Memo should be prepared for this project and sent to FDOT D7 ISD for review and coordination with the Federal Highway Administration (FHWA) and State Historic Preservation Officer (SHPO) prior to the Final plans submittal.

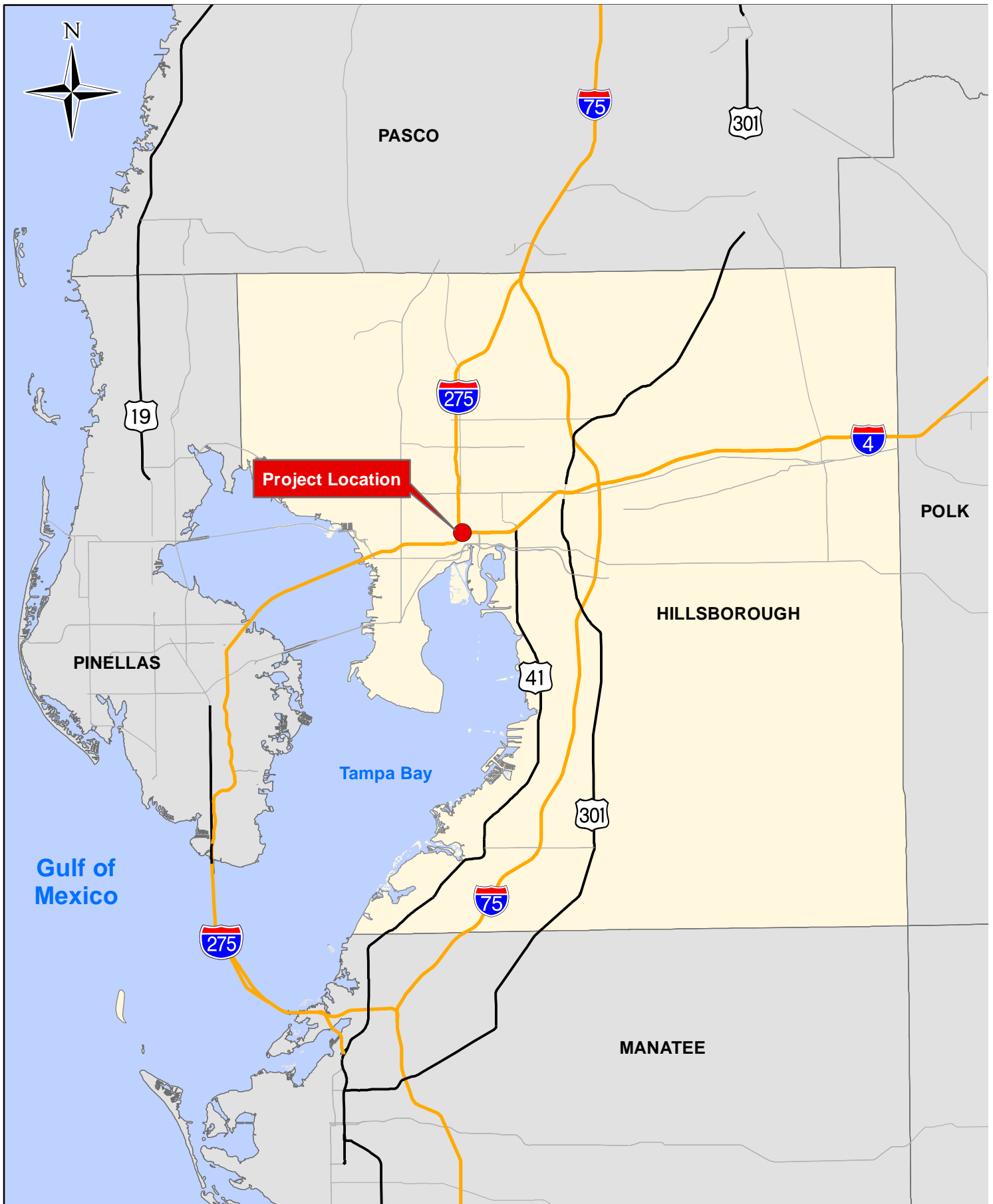
- 9. Comments and Recommendations** - List any project concerns related to the feasibility and summarize the findings.

Overall, the project appears to be feasible and constructible as proposed in the updated application. However, Appendix G is not consistent with the proposed typical section as Appendix F. Also, please see Item 8 above for preparation of a CRAS Tech Memo for coordination with FHWA and SHPO prior to final plans submittal.

**FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION ALTERNATIVES PROGRAM
PROJECT FEASIBILITY REVIEW**

APPENDICES:

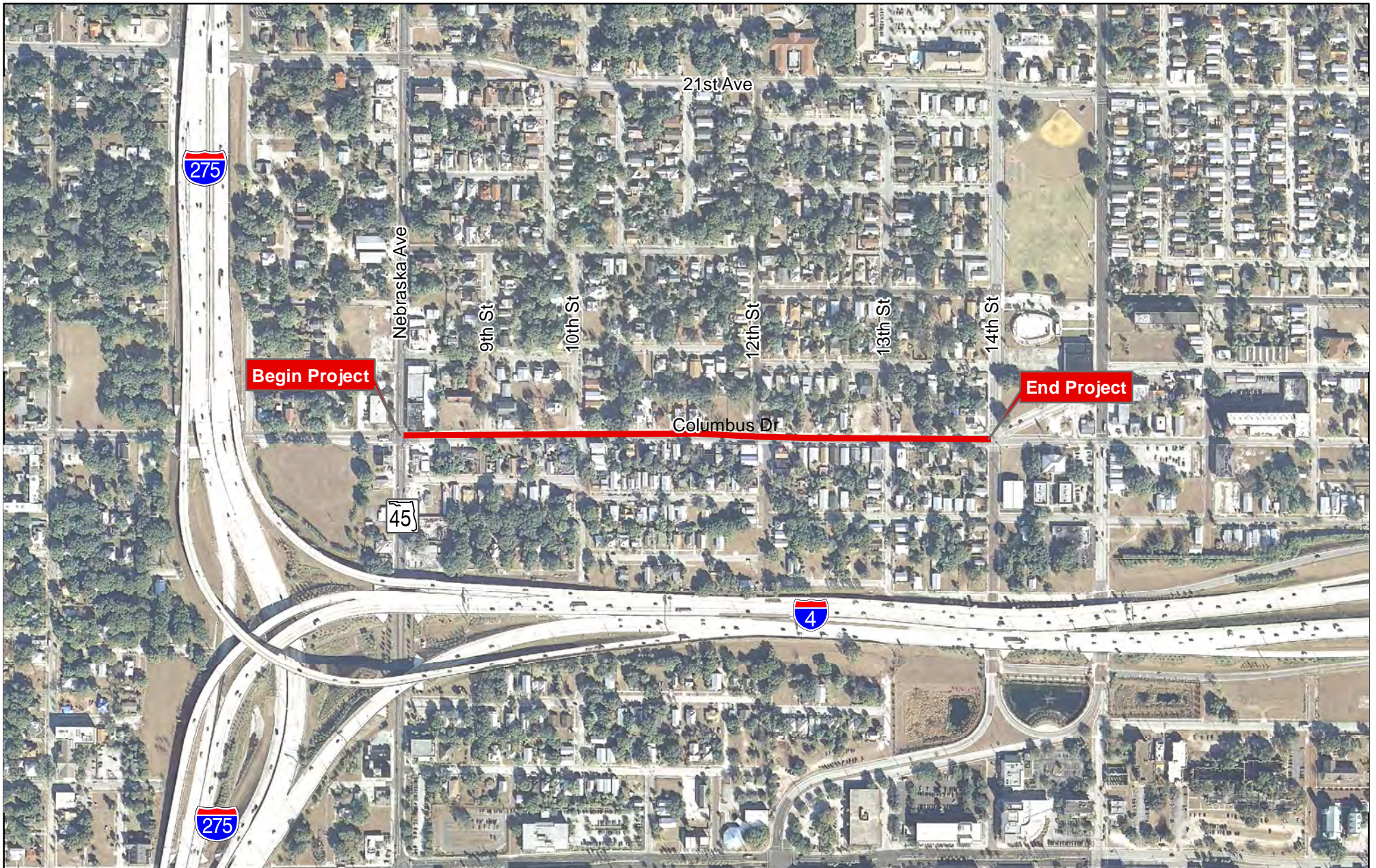
- APPENDIX A: Project Location Map
- APPENDIX B: Aerial Location Map
- APPENDIX C: Photo Log
- APPENDIX D: Photo Location Map
- APPENDIX E: Potential Contamination Sites Map
- APPENDIX F: Typical Sections
- APPENDIX G: Application Exhibits



Columbus Drive Road Diet
Nabraska Ave (SR 45) to 14th St

Project Location Map

APPENDIX A



Begin Project

End Project



Columbus Drive Road Diet
Nebraska Ave (SR 45) to 14th St

Aerial Location Map

APPENDIX B

APPENDIX C Photo Log of Field Review
Columbus Avenue (Nebraska Avenue to 14th Street)
All pictures taken on October 11, 2014

1



Columbus Ave: From Nebraska looking eastwards
On the north side.

2



Columbus Ave: From 10th Street looking eastwards

3



Columbus Ave: From 12th Street looking
eastwards

4



Columbus Ave: From 14th Street westwards

APPENDIX C Photo Log of Field Review
Columbus Avenue (Nebraska Avenue to 14th Street)
All pictures taken on October 11, 2014

5



Columbus Avenue: From 13th Street looking Westwards.

6



Columbus Avenue: Looking at the Florida Avenue

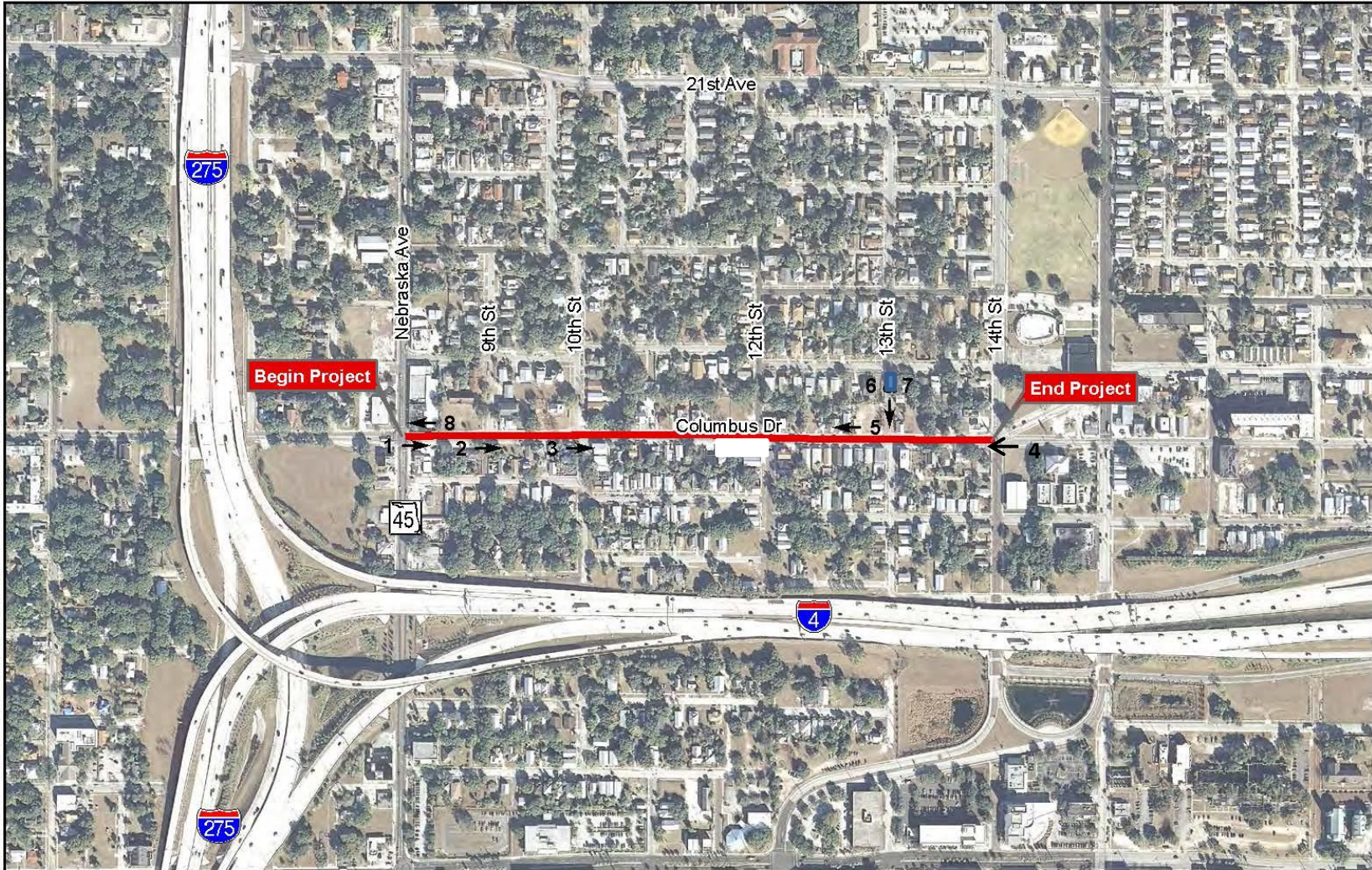
7



Underground gas line on Columbus Avenue near 13th Street.

8

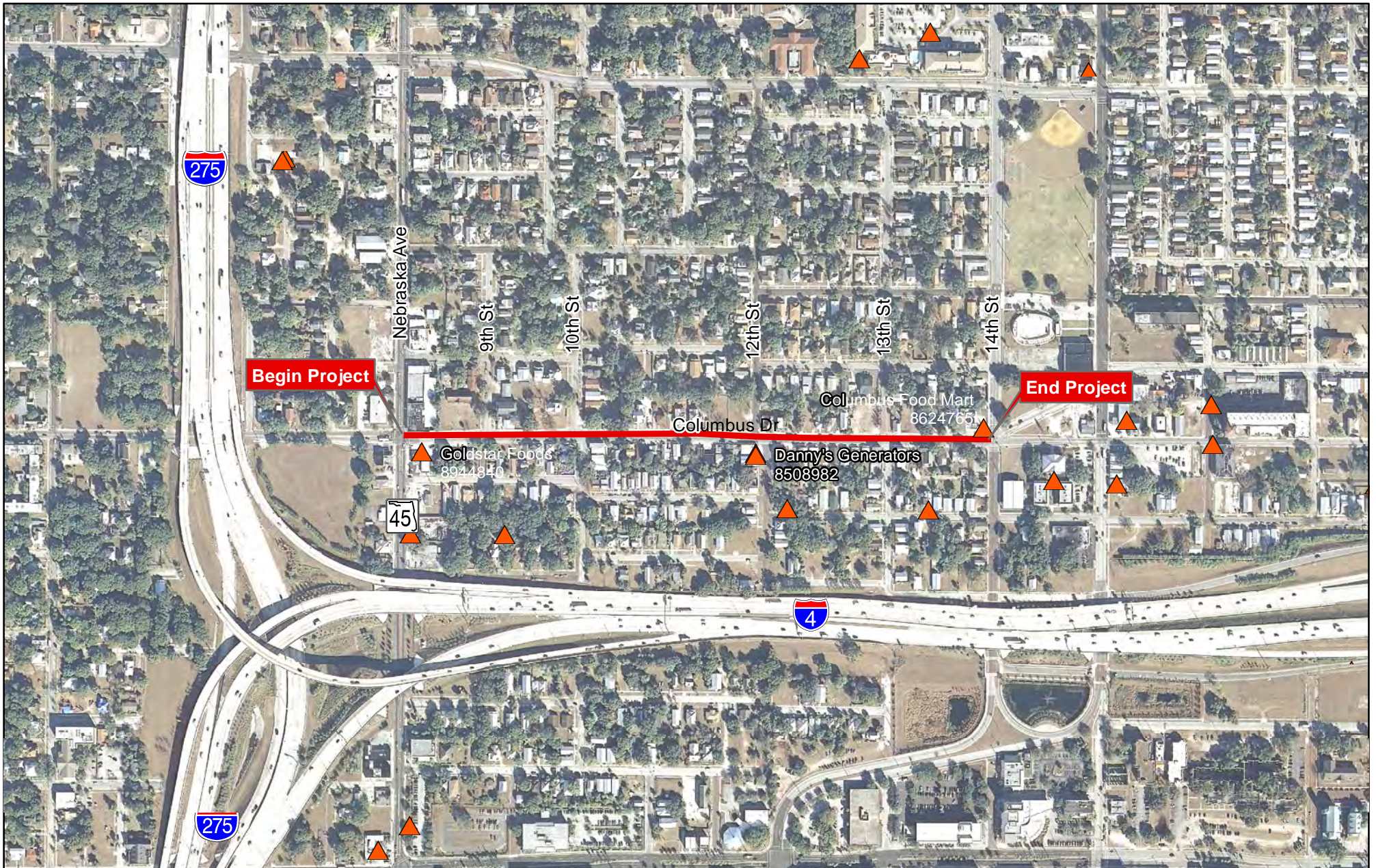




Columbus Drive Road Diet
Nebraska Ave (SR 45) to 14th St

Photo Location Map

APPENDIX D

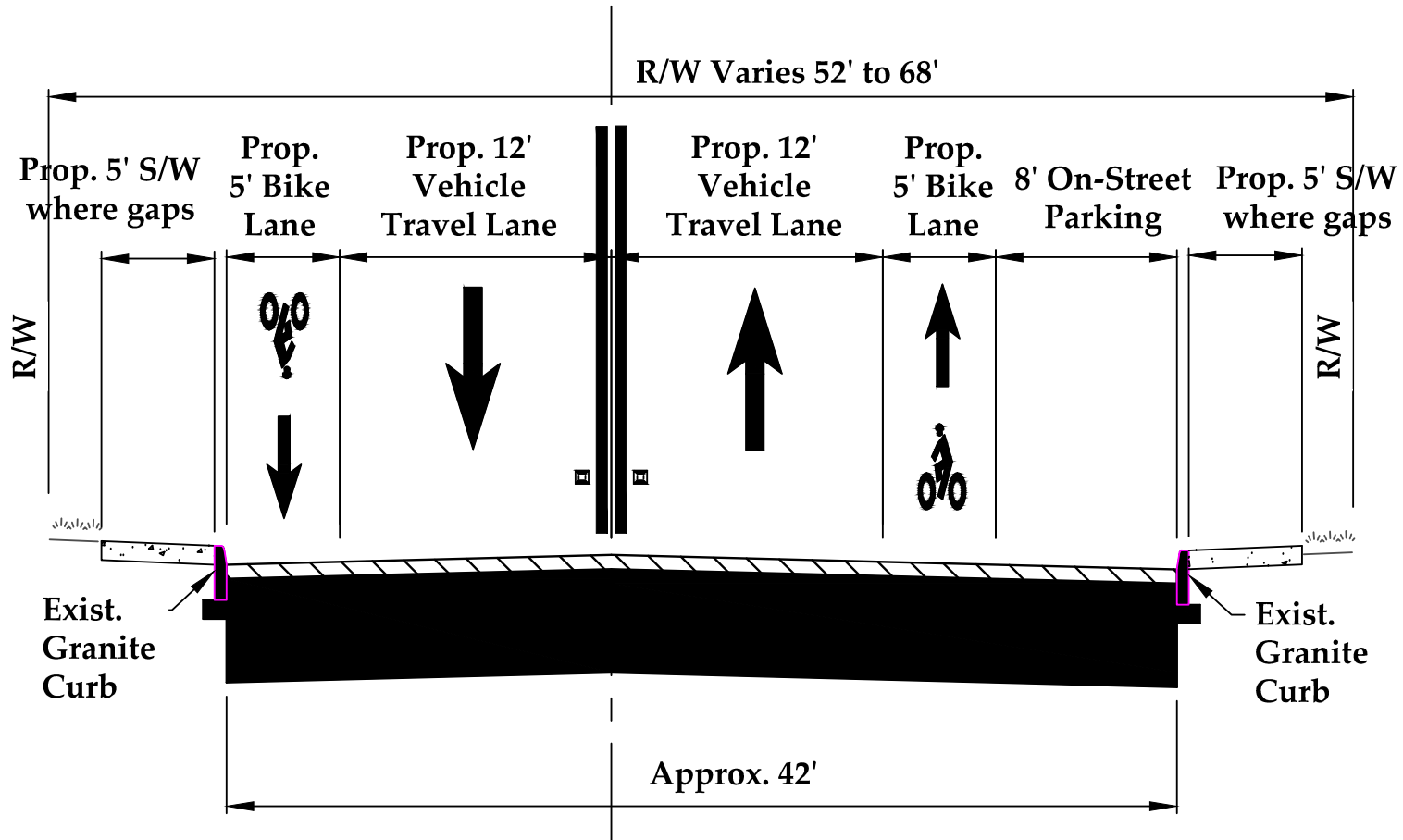


Columbus Drive Road Diet
 Nebraska Ave (SR 45) to 14th St

**Potential Contamination
 Sites Map**

APPENDIX E

APPENDIX - F



COLUMBUS DR. (Florida Ave. to 14th St.)

pw97 : C:\Users\pw97\appdata\local\temp\AcPublish_4212\Columbus Dr Typical Sections.dwg
 Layout- 1-275 to Spruce Plotted- Jun. 5, 2014 01:41 PM sheet size ANSI expand A (8.50 x 11.00 inches)

DES:	DRN: CR	CKD:	DATE: 6/5/14
CITY OF TAMPA TRANSPORTATION DIVISION TRAFFIC ENGINEERING			
Transportation Civil Drafting			
COLUMBUS DR.- Florida Ave, to 14th Street			
			w.o. 9513
			Sh. 1
			of 1

Neighborhood Connectors

COLUMBUS DRIVE EXISTING |
55' ROW / 45' CURB TO CURB

INTERSECTION CROSSING
TREATMENTS

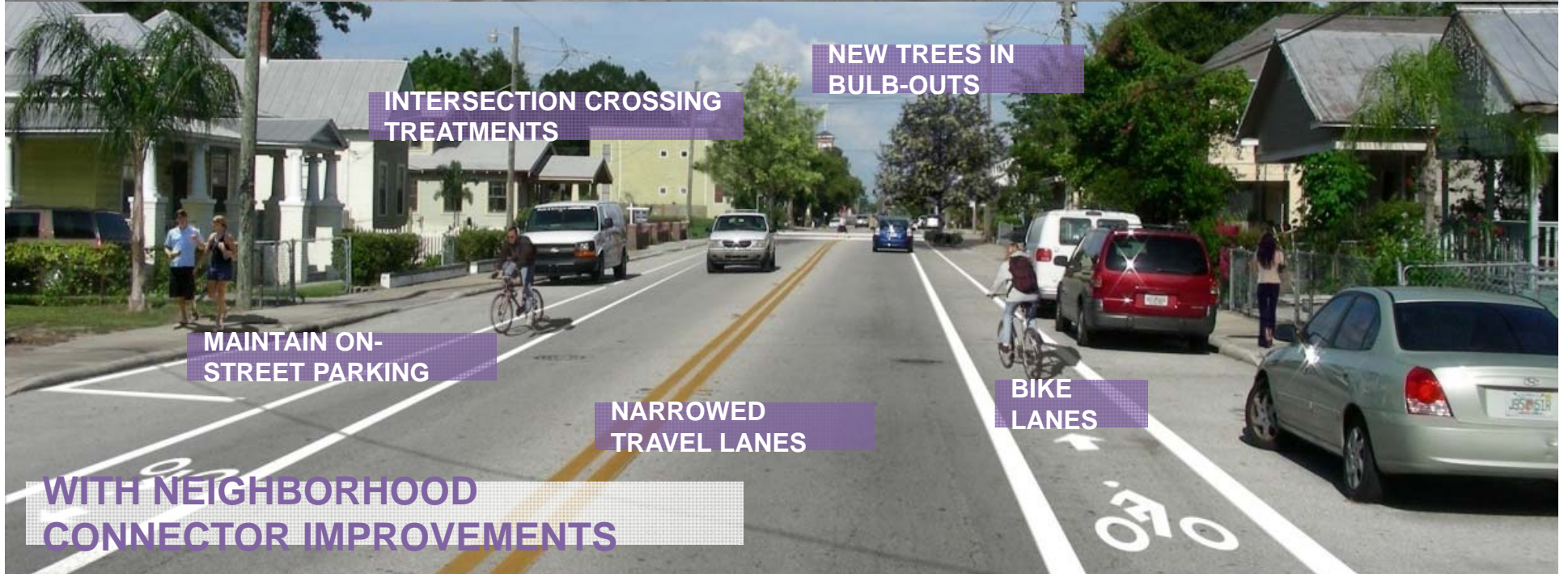
NEW TREES IN
BULB-OUTS

MAINTAIN ON-
STREET PARKING

NARROWED
TRAVEL LANES

BIKE
LANES

WITH NEIGHBORHOOD
CONNECTOR IMPROVEMENTS



46th Street (Busch Boulevard to Fowler Avenue)

- Fact Sheet
- MPO / Tampa Walk-Bike Plan Phase I Final Report Excerpts
- MPO / Tampa Walk-Bike Plan Phase I Appendices Excerpts
- FDOT Project Feasibility Review

46th Street (Busch Boulevard to Fowler Avenue)
FACT SHEET



46th Street Walk-Bike Project (from Busch Blvd to Fowler Ave) Project #1001220; FPN 437246-1

Project Description:

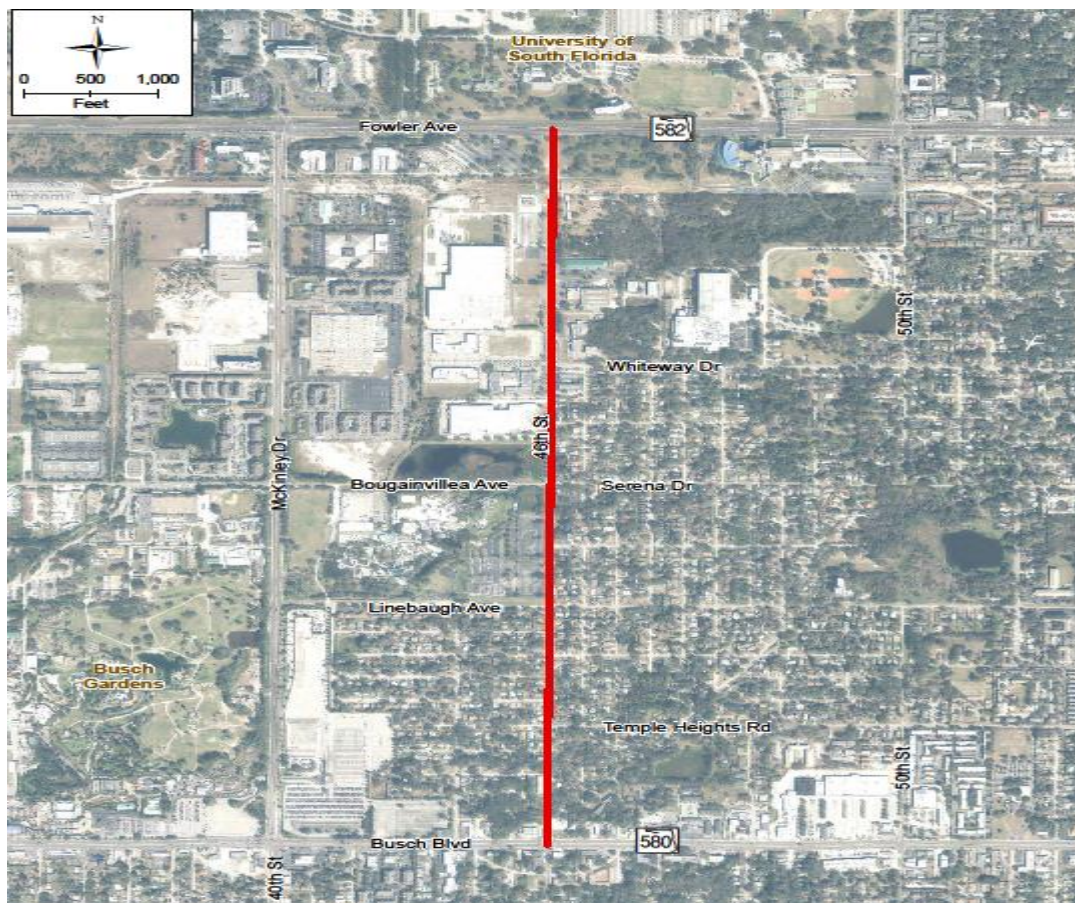
The 1.5 mile segment of 46th St from Busch Blvd to Fowler Ave is a 2-lane (one travel lane in each direction) Collector roadway with a posted speed of 35 mph and has an average daily traffic volume of 3,880 vehicles per day. 46th St is a north/south roadway running parallel to McKinley Dr. This project is supported as documented and prioritized in the MPO-City of Tampa Walk-Bike Plan Phase I – Final Report.

Based on the geometrics of this roadway, the crash patterns, and field reviews, the proposed improvements are summarized as follows:

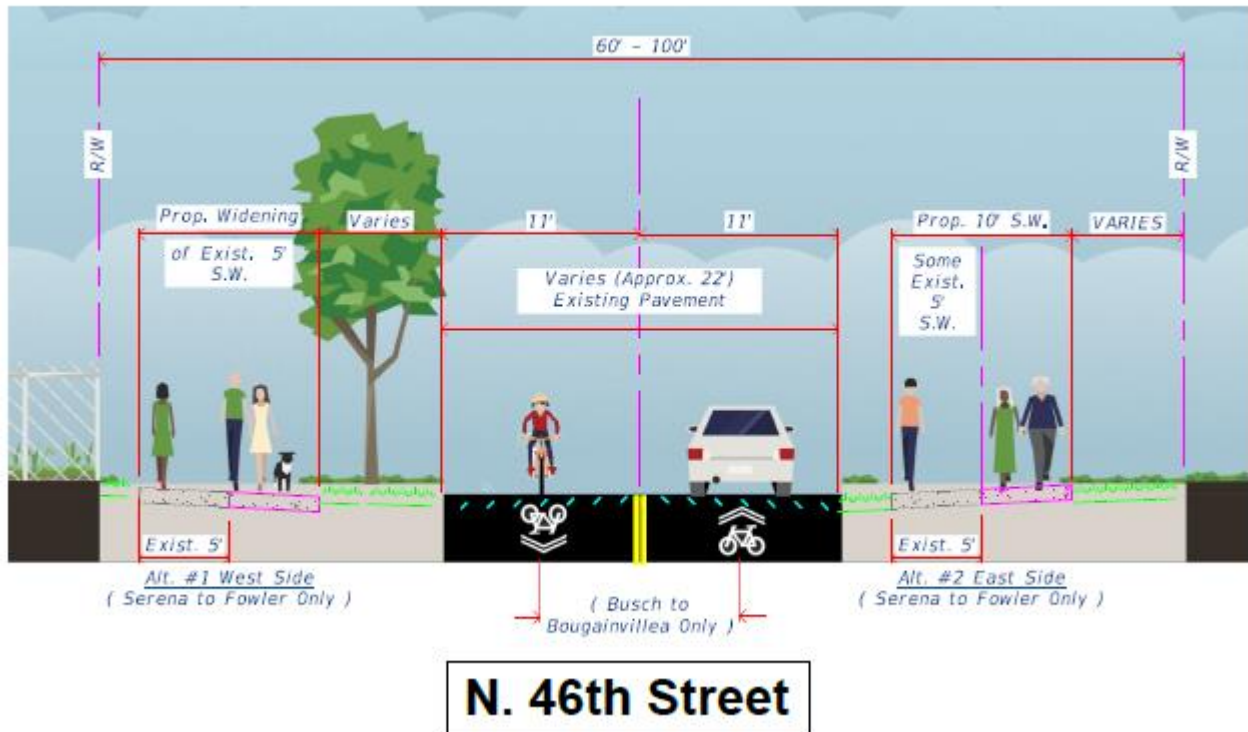
- Install shared lane markings from Busch Blvd to Bougainvillea Ave;
- Widen the sidewalk to construct a shared use path from Bougainvillea Ave to Fowler Ave.

The Ultimate goal is to widen 46th St to a 3-lane typical section with bicycle lanes.

Project Location Map:



Project Typical Section:



Project Budget and Schedule:

Phase	Firm	Amount	Funding Source	Schedule	
				Start	Finish
Engineering	TBD	\$78,000 + \$82,000	FDOT + City	Feb 2018	May 2019
Construction w/o CEI	TBD	\$232,805 + \$151,195	FDOT + City	Feb 2020	Nov 2020
Contingency (5.3%)		\$20,671	City		
CEI	City	\$28,395	FDOT		

46th Street (Busch Boulevard to Fowler Avenue)
MPO / TAMPA WALK-BIKE PHASE I FINAL REPORT EXCERPTS



CITY OF TAMPA

Walk-Bike Plan

Phase I - Final Report

EXCERPTS ONLY

46th Street (Busch Blvd. to Fowler Ave.)

From http://www.planhillsborough.org/wp-content/uploads/2012/10/TampaMobilityPlan_PhaseITechMemo_MainDoc.pdf



June 2011

Table E-3 (continued):

Segment Description		High Priority Walk Bike Projects	Shared Lane Arrows	Mark Bike Lane	Sidewalk/Sidepath	Road Diet & Complete Street	Corridor Capacity & Complete Street	Intersection Capacity and Safety Enhancement	Intersection Pedestrian Safety Enhancement
3-h	Columbus Dr	Rome Ave to North Boulevard				Study			
		North Boulevard to Florida Ave	X						
		Florida Ave to Nebraska Ave	X						X
		Nebraska Ave to 21st/22nd St		X					
3-i	Floribraska Ave	Florida Ave to Nebraska Ave				X			
3-j	46th St	Busch Blvd to Serena Dr	X						
		Serena Dr to Fowler Ave			X				
3-k	50th St	Serena Dr to Whiteway Dr	X		X				X
		Whiteway Dr to Fowler Ave	X						
3-l	40th St/McKinley Dr	Busch Blvd to Fowler Ave							X
3-m	Rome Ave	Kennedy Blvd to Main St		X	X				X
		Main St to Spruce St		X					
		Spruce St to Columbus Dr	X						
3-n	Azeele St	Westshore Blvd to Lois Ave	X		X				
		Lois Ave to Dale Mabry Hwy	X		X				X
		Dale Mabry Hwy to Himes Ave				X			
		Himes Ave to MacDill Ave				X			X
3-o	Himes Ave	Kennedy Blvd to Columbus Dr		X					
		Columbus Dr to Hillsborough Ave			X				
3-p	Habana Ave	Main St to Columbus Dr							X
		Columbus Dr to Tampa Bay Blvd	X		X				
		M L King Blvd to Hillsborough Ave							X
3-q	M L King Blvd	Cargo Rd to MacDill Ave			Study				
3-r	Tampa Bay Blvd	Westshore Blvd to Himes Ave			Study				

Table 6: USF Study Area Facility Inventory

ID No.	Description	Segments	CIP	TIP	L RTP	AADT	AADT Date	Auto LOS	Bike LOS	Ped LOS	Lanes/ Type	Approx. ROW	Median	Pave ment Width	Curb Type	Sidewalk (N/E)	Sidewalk (S/W)	Bike Lane	Transit Routes	Truck Route	
1	Temple Terrace to USF Connections	1.1 (46th St) Busch Blvd to Fowler Ave				4,113	7/20/08	A	D	D	2U	80	NONE	22	Rural	Gaps	Gaps	NO	-	NO	
		1.2 (50th St) Serena Dr to Fowler Ave				NA	NA	NA	NA	NA	2U	NA	NONE	21	Rural	NO	Gaps	NO	-	NO	
		1.3 (Serena Dr) 46th St to 50th St				5,855	1/22/08	A	C	D	2U	70	NONE	23	Rural	YES	NO	NO	-	NO	
		1.4 (Serena Dr) 50th St to 52nd St (City Limits)				2,868	1/22/08	A	C	D	2U	70	NONE	22	Rural	YES	NO	NO	-	NO	
		1.5 (Whiteway Dr) 52nd St (City Limits) to 50th St				NA	NA	NA	NA	NA	2U	NA	NONE	21	Rural	NO	YES	NO	-	NO	
		1.6 (Whiteway Dr) 50th St to 46th St				NA	NA	NA	NA	NA	2U	NA	NONE	20	Rural	NO	YES	NO	-	NO	
2	Connections to Bull Runner Extension	2.1 (Bougainvillea Ave) 22nd St to 30th St				3,615	8/7/08	A	D	D	2U	60	NONE	22	Rural	YES	YES	NO	-	NO	
		2.2 (Bougainvillea Ave) 30th St to McKinley Dr				6,333	8/7/08	B	D	E	2U	70	NONE	27	Rural	Gaps	NO	NO	-	YES	
		2.3 (Bougainvillea Ave) McKinley Dr to 46th St				7,875	8/7/08	C	C	D	2U	70	NONE	26	Rural	NO	YES	NO	-	NO	
3	Connection to 40th Street/McKinley Dr Corridor	3.1 (McKinley Dr) Busch Blvd to Busch Gardens Entrance				14,806	1/20/08	A	D	D	4D	150	RAISED	77	Urban	YES	YES	Marked	5	YES	
		3.2 (McKinley Dr) Busch Gardens Ent to Bougainvillea Ave				12,646	1/28/08	A	D	D	4D	150	RAISED	77	Urban	YES	YES	Marked	5	YES	
		3.3 (McKinley Dr) Bougainvillea Ave to Fowler Ave				11,842	1/20/08	A	D	D	4D	150	RAISED	77	Urban	YES	YES	Marked	5	YES	
		3.4 (30th St) Busch Blvd to Linebaugh Ave				24,722	1/27/08	B	D	E	4D	100	PAINTED	67	Urban	YES	YES	NO	18	YES	
		3.5 (30th St) Linebaugh Ave to Bougainvillea Ave				25,189	1/27/08	A	D	E	4D	100	PAINTED	67	Urban	YES	YES	NO	18	YES	
		3.6 (30th St) Bougainvillea Ave to 109th Ave				28,161	1/27/08	B	D	E	4D	100	PAINTED	67	Urban	YES	YES	NO	18	YES	
		3.7 (30th St) 109th Ave to Fowler Ave				28,290	1/27/08	C	D	E	4D	100	PAINTED	67	Urban	YES	YES	NO	18	YES	
		3.8 (Linebaugh Ave) 22nd to to 30th St				2,488	11/5/06	A	C	D	2U	50	NONE	24	Rural	YES	NO	NO	-	NO	
		3.9 (109th Ave) 22nd to to 30th St				1,877	1/27/08	A	C	D	2U	60	NONE	22	Urban	YES	YES	NO	-	NO	
4	Fowler Avenue Intersection Improvements	4.5 Fowler Ave at 30th St/Bruce B Downs Blvd																	18		
		4.6 Fowler Ave at McKinley Dr/Spectrum Blvd				NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	5	YES	
		4.7 Fowler Ave at LeRoy Collins Blvd																	5		
		4.8 Fowler Ave at 50th St	TR-11-012																6		
5	Areawide Mobility and Safety Improvements	5.1 15th St at 109th Ave																		9	NO
		5.2 15th St at Bougainvillea Ave																		9	NO
		5.3 22nd St at 109th Ave																		12	NO
		5.4 22nd St at Bougainvillea Ave																		12	NO
		5.5 22nd St at Linebaugh Ave				NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	12	NO
		5.6 30th St at Bougainvillea Ave																		18	YES
		5.7 30th St at Annie St																		18	YES
		5.8 46th St at Bougainvillea Ave/Serena Dr																		-	NO
		5.9 50th St at Whiteway Dr (4-way Stop)																		-	NO
6a	Neighborhood/ Commercial Access Fowler Ave. Intersection Improvements	6a.1 Fowler Ave at Nebraska Ave																		2, 45	
		6a.2 Fowler Ave at 15th St				NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA		9, 45	YES
		6a.3 Fowler Ave at 22nd St																		12	
		6a.4 Fowler Ave at University Collection Shopping Center																		-	
6b	Connect across Bruce B. Downs Boulevard	6b.1 Bruce B Downs Blvd at Skipper Rd				NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA		57	YES
		6b.2 Bruce B Downs Blvd at 42nd St																		-	YES
6c	Fletcher Avenue Corridor	6c.1 Bruce B Downs Blvd to Magnolia Dr				40,196	9/1/08	F	D	E	4D	NA	RAISED	81	Rural	YES	NO	Marked	6, 18	YES	
		6c.2 Magnolia Dr to 46th St				40,196	9/1/08	F	D	E	4D	NA	RAISED	80	Rural	YES	NO	Marked	6, 57	YES	
		6c.3 46th St to 50th St				33,408	7/20/08	B	D	E	4D	132	RAISED	74	Rural	NO	NO	Marked	57	YES	
6d	Bruce B. Downs to USF Connection	6d.1 Fowler to Pine Dr/University Square Dr				42,791	9/1/08	D	D	C	6D	NA	RAISED	113	Rural	NO	YES	Marked	18	YES	
		6d.2 Pine Dr/University Square Dr to 131st Ave				42,791	9/1/08	D	D	C	6D	NA	RAISED	102	Rural	NO	YES	Marked	18	YES	
		6d.3 131st Ave to Fletcher Ave				42,791	9/1/08	D	D	E	6D	NA	RAISED	120	Mixed	NO	YES	Marked	57	YES	
		6d.4 Fletcher Ave to 138th Ave				47,050	9/1/08	F	D	E	6D	NA	RAISED	112	Rural	YES	YES	Unmarked	18, 57	YES	

Figure 11: USF Study Area Project Map

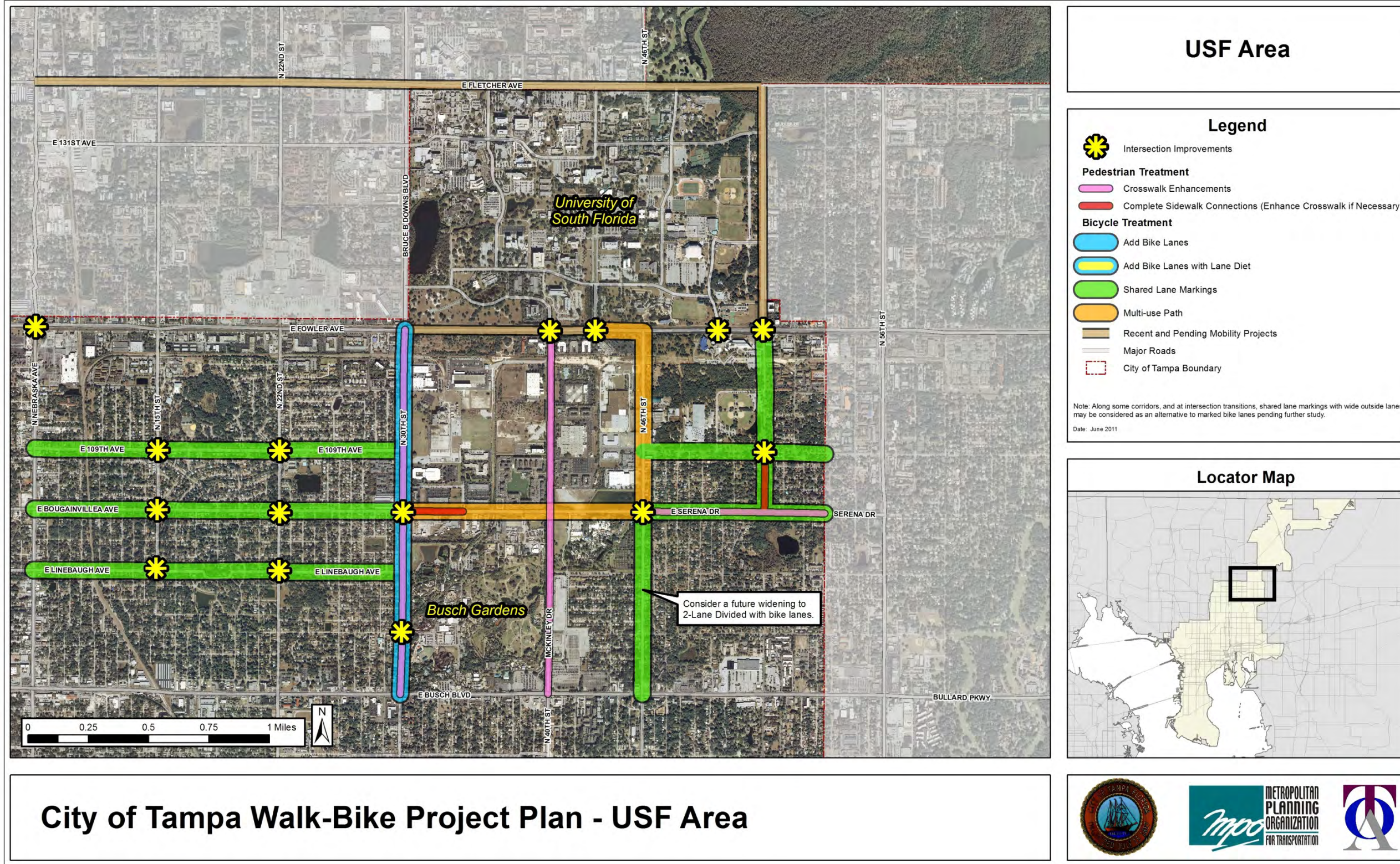


Table 9: USF Study Area Study Area Assessment/Strategies

New Project		Segment Description	Final Recommendation	Technical Support Document
Y	46th Street	Busch Blvd to Serena Drive	Install shared lane markings.	Walk-Bike Tech Memo
Y		Serena Drive to Fowler Avenue	Widen the sidewalk on the west to a shared use path to Fowler Avenue. Ultimately widen 46th Street to a 3-lane section with bike lanes.	
N		Fowler Avenue	46th Street to Lee Roy Collins	
Y	50th Street	Serena Dr to Whiteway	Install shared lane arrows. Install sidewalk on the east side of 50th Street from Serena Drive to Whiteway Drive. Upgrade the pedestrian features at Whiteway Drive and at 50th Street to high emphasis crossings with signage.	Walk-Bike Tech Memo
Y		Whiteway to Fowler Avenue	Install shared lane arrows.	
Y	Serena Drive	46th St to 52nd St (City Limits)	Install shared lane markings and unsignalized crossings at major intersections. Provide wayfinding to Whiteway Drive to cross 56th Street at a signalized intersection.	Walk-Bike Tech Memo
Y	Whiteway Drive	52nd St (City Limits) to 46th St	Install shared lane markings. Midblock crossing at Connechussett Road. At Whiteway Drive and 50th Street, upgrade the crossings to high emphasis	Walk-Bike Tech Memo
Y	Linebaugh Avenue	52nd St (City Limits) to 40th St	Install shared lane markings. Provide unsignalized crossing at 46th Street. Upgrade/install other crosswalks	Walk-Bike Tech Memo
Y	Bougainvillea Ave	Nebraska to 30th St	Install shared lane arrows.	Walk-Bike Tech Memo
Y		30th St to McKinley Dr	Provide sidepath along south side of the roadway.	
Y		McKinley Dr to 46th St	Provide sidepath along south side of the roadway.	
Y	30th Street	Busch Boulevard to Fowler Avenue	Reallocate the section for 11' travel lanes and 5' bike lanes. Consider mid-block crossing treatments	Walk-Bike Tech Memo
Y	40th Street/McKinley Drive	Busch Boulevard to Fowler Avenue	Consider for Bus Stop Mid-Block Safety Improvements.	Walk-Bike Tech Memo
Y	22nd Street	Busch Boulevard to Fowler Avenue	Consider installation of shared lane arrows.	General Recommendation

Table 9: USF Study Area Study Area Assessment/Strategies (continued)

New Project		Segment Description	Final Recommendation	Technical Support Document
Y	Linebaugh Avenue	Nebraska Ave to to 30th St	Install shared lane markings.	General Recommendation
Y	109th Avenue	Nebraska Ave to to 30th St	Install shared lane markings.	General Recommendation
N	Fowler Avenue	at 30th St/Bruce B Downs Blvd	Request FDOT consider installation of raised islands and other pedestrian safety enancements.	Concept Drawings and Memorandum for FDOT Consideration
N		at Nebraska Ave		
N		at McKinley Dr/Spectrum Blvd		
N		at LeRoy Collins Blvd		
N		at Bull Run		
N		at 50th St		
Y	15th St at 109th Ave	Provide crosswalk and intersection lighting enhancements and pedestrian signal features as necessary.	Walk-Bike Tech Memo	
Y	22nd St at 109th Ave			
Y	22nd St at Linrbaugh Ave			
Y	22nd St at Bougainvillea Ave			
Y	15th St at Bougainvillea Ave			
Y	30th St at Bougainvillea Ave			
Y	30th St at Annie St			
Y	46th St at Bougainvillea Ave/Serena Dr			
Y	50th St at Whiteway Dr (4-way Stop)			
N	Bruce B Downs Blvd at Skipper Rd	Cross Reference USF MMTD Study		
N	Bruce B Downs Blvd at 42nd St			
N	Bruce B Downs Blvd to Magnolia Dr			
N	Magnolia Dr to 46th St			
N	46th St to 50th St			
N	Fowler to Pine Dr/University Square Dr			
N	Pine Dr/University Square Dr to 131st Ave			
N	131st Ave to Fletcher Ave			
N	Fletcher Ave to 138th Ave			

**APPENDIX A:
Stakeholder Involvement Log**

EXCERPTS ONLY

46th Street (Busch Blvd. to Fowler Ave.)

From http://www.planhillsborough.org/wp-content/uploads/2012/10/TampaMobilityPlan_PhaseITechMemo_Appendicies.pdf

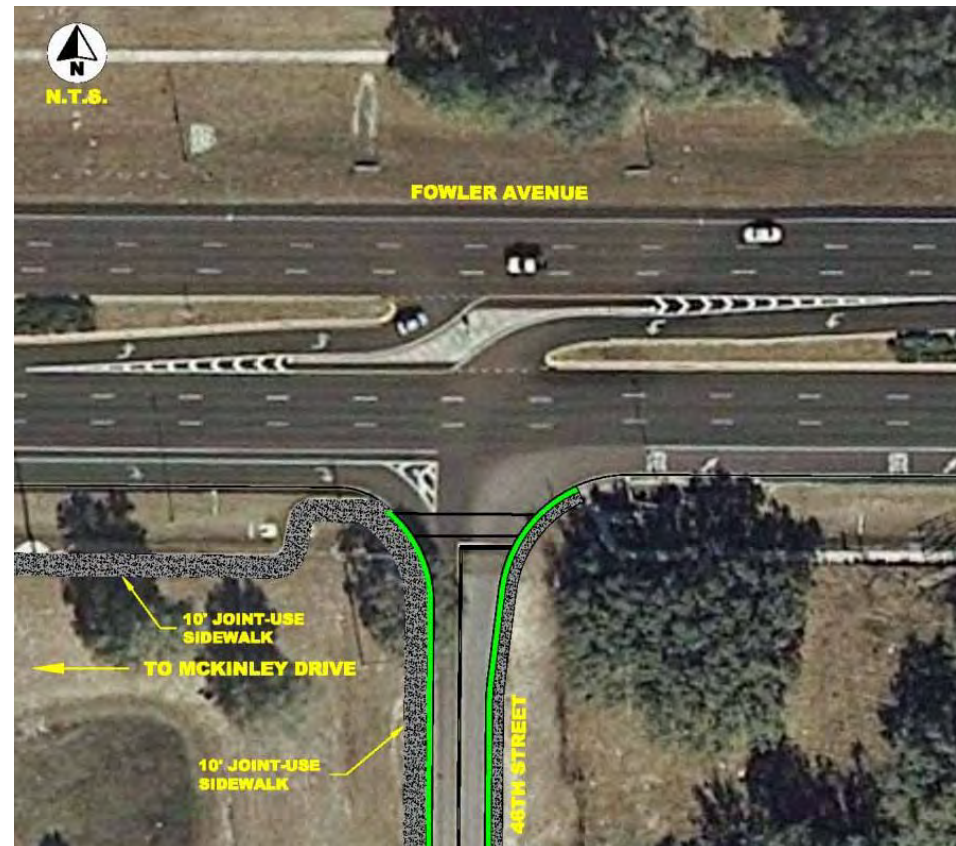
Project Candidate – Temple Terrace to USF Connections

46th St from Busch Blvd to Fowler Ave

A detailed field review was undertaken for 46th Ave. Based on this review, there is not adequate pavement width to accommodate marked bicycle lanes. Additionally, there is a swale at varying points along 46th St and at varying locations from the edge of pavement. To install bicycle lanes, roadway widening would be required, which would require modifications to the open drainage system. Because 46th St is fronted by commercial/industrial uses to the north of Serena Dr, widening to a three-lane section with marked bike lanes may ultimately be desirable. This roadway section would need to be between 38ft and 46ft to accommodate these uses and provide for truck access to the commercial/industrial uses. In the interim, the use of shared lane markings south of Serena Dr and a shared-use path north of Serena Dr is recommended.

South of Serena Drive, the posted speed limit is 35 MPH, which is consistent with MUTCD guidance for the installation of shared lane arrows. North of Serena Drive, the posted speed limit increases to 40 MPH. This falls outside of the MUTCD guidance for shared lane arrows. From Serena Dr to north of Whitway drive, there is an existing sidewalk on the west side. This sidewalk is offset from 46th St by approximately 20ft, and there appears to be adequate space to widen the sidewalk to provide for a shared-use path without significantly impacting the drainage system. From the current sidewalk termini north of Whitway Dr, approximately 2,000ft of shared-use path should be constructed to Fowler Ave.

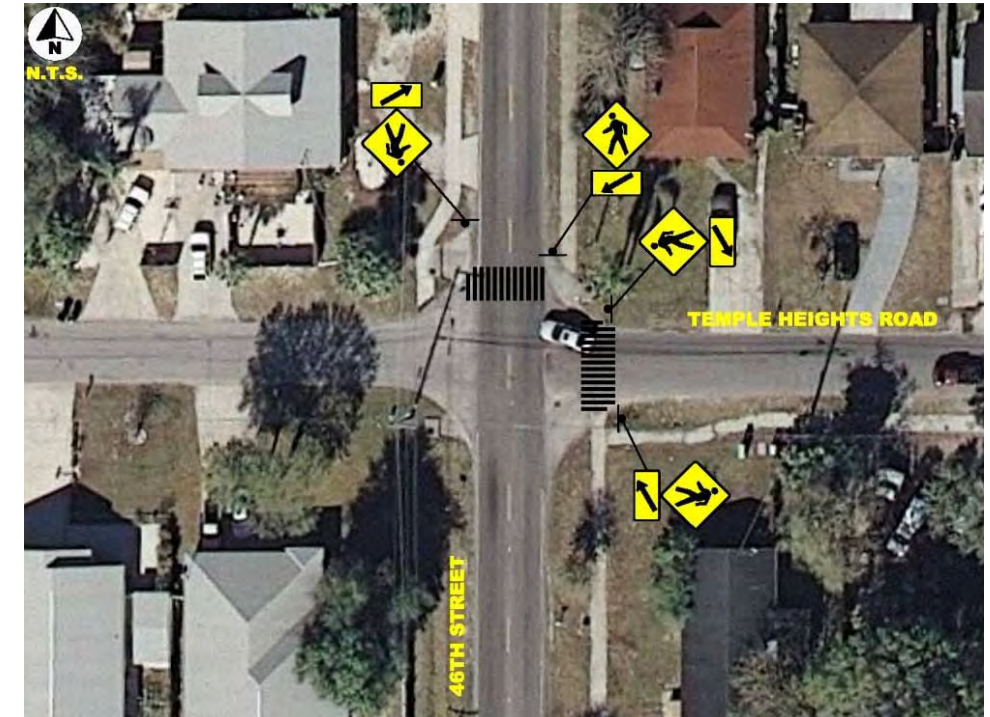
To promote bicycle mobility to USF, it is also recommended that the existing sidewalk on the south side of Fowler Ave, which connects to the main entrance of USF, be widened to a 10ft (minimum) shared-use path, as shown. This project would promote proper bicycle behavior and facilitate a major connection between USF to the Temple Terrace area via Whitway Dr and Serena Dr.



To facilitate pedestrian cross-access along 46th St, high-emphasis crosswalks with appropriate signage/beacon devices should be installed at the following unsignalized intersections as illustrated:

- Temple Heights Road (north and east sides)
- Linebaugh Ave (all four approaches)
- Whitway Dr (all four approaches)

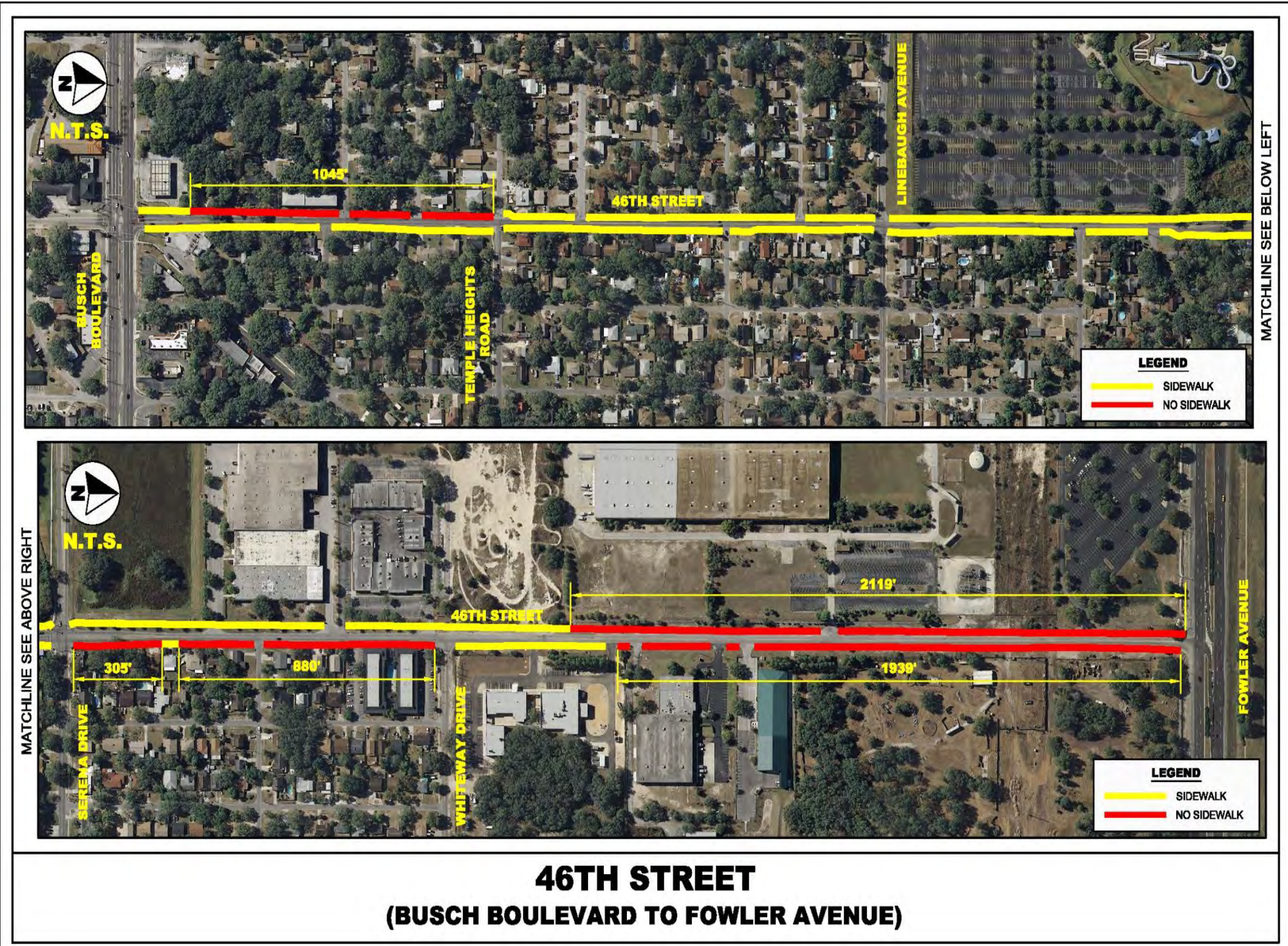
Once the shared-use trail is completed, a continuous sidewalk connection will exist from Temple Heights Road to Fowler Ave along the west side of 46th St. The next priority should be completion of sidewalk gaps from Temple Heights Rd to Wilma St to provide complete sidewalk along the west side of 46th St from Busch Blvd to Fowler Ave.



Recommendations:

- Install shared lane markings south of Serena Dr.
- Widen the existing sidewalk/provide a 10ft shared-use path along the west side of 46th St from Serena Dr to Fowler Ave.
- Widen the existing sidewalk on the south side of Fowler Ave from 46th St to McKinley Drive to a 10ft (minimum) mixed-use path.
- At the intersection of 46th St and Serena Drive, install proper signage to direct users to the shared use path.
- At the intersection of 46th and Whitway Dr, Serena Dr (signalized), Linebaugh Ave, and Temple Heights Rd, install high emphasis crossing treatments.
- Install sidewalks where gaps exist along 46th St between Busch Blvd and Fowler Ave (as shown at the end of this section).

In the long term, consider widening 46th St to a two-lane divided roadway with bicycle lanes from Serena Dr to Fowler Ave.



Whiteway Dr from 46th St to 52nd St

This segment of Whiteway Dr is a two-lane undivided roadway with a pavement width of 22ft. The posted speed limit is 25 MPH, and there are speed tables throughout the study area. Although adequate ROW is available to widen the pavement to provide marked bike lanes, the lower-speed, lower-volume characteristics of this roadway indicate that the installation of shared lane arrows is sufficient to facilitate bicycle mobility along this roadway.

As shown in the figure at the end of this section, there is continuous sidewalk along the north and south sides of Whiteway Dr from 46th St to Connechussett Rd. At this point, the sidewalk along the north side ends, and only the sidewalk along the south side continues through to 52nd St. The sidewalk along the north side should be completed to 52nd St, and consideration should be given to providing an unsignalized crosswalk at 47th St to help facilitate access to the park. At the intersection of Whiteway Dr and 50th St, there is a four-way stop condition, and it is recommended that all crossings to high-emphasis crosswalks with installation of pedestrian warning signage.

Recommendations:

- Install shared lane markings along Whiteway Dr.
- Complete the sidewalk along the North Side of 46th St from Connechussett Rd to 52nd St (with possible interim phases to 47th St and then to 50th St).
- Install pedestrian crossings at 47th St, 50th St (consistent with the recommendations for the 50th St segment, and at 52nd St.

Linebaugh Ave from 40th St to 52nd St

This segment of Linebaugh Ave is a two-lane undivided roadway with a pavement width of 20ft–22ft and an assumed speed limit of 25 MPH. Although ROW is available to widen the pavement to provide marked bike lanes, the lower-speed, lower-volume characteristics of this roadway indicate that the installation of shared lane arrows is sufficient to facilitate bicycle mobility along this roadway.

There is continuous sidewalk along the south sides of Linebaugh Ave from 40th St to 46th St and along the north side from 46th St to 52nd St, with a small section along the south side from 50th St to west of Myrtle Ave. High-emphasis crosswalks with appropriate signage/beacons should be provided along the corridor as follows:

- 46th St (north, west, and east sides)
- Takomah Tr (east side)
- 50th St (west side, enhance existing)
- Myrtle St (west and north sides, enhance existing)

Recommendations:

- Install shared lane markings along Linebaugh Ave.
- Install enhanced pedestrian crosswalks as described above.

46th Street (Busch Boulevard to Fowler Avenue)
FDOT PROJECT FEASIBILITY REVIEW

**FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION ALTERNATIVES PROGRAM
PROJECT FEASIBILITY REVIEW**

Feasible Feasible with Conditions Not Feasible

Project Name: 46th Street Safety Improvements, Hillsborough County

FPN: 437246-1

Project Name / Sponsor: 46th Street Safety Improvements /City of Tampa

Project Location / Description: 46th Street from Busch Blvd. to Fowler Avenue. This project proposes to (i) install shared lane markings from Busch Blvd. to Bougainvillea Avenue; (ii) widen the western sidewalk to become a shared use path from Bougainvillea Avenue to Fowler Avenue. The ultimate goal is to widen 46th Street to a 3-lane typical section with bicycle lanes.

Project Limits: The limits of the project are from Busch Blvd. to Fowler Avenue. The total project length is approximately 1.5 miles.

This project was reviewed for consistency with the latest editions of the “FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways”, the FDOT Plans Preparation Manual, and the American Disability Act (ADA) Standards. The Department has reviewed the following elements related to feasibility for the above referenced project.

- 1. Minimum Standards** - Does the overall operation of the facility comply with minimum local street and road standards? (Florida Green Book)

The overall operation of the proposed facility complies with minimum local street and road standards.

- 2. Right-of-Way** - Will the existing right-of-way accommodate the proposed improvements, and are there any residential or commercial encroachments that may jeopardize the project?

Based on the field review conducted, it appears that the proposed improvements will generally fit within the existing right-of-way.

- 3. Maintenance** - Is the overall appearance of the facility properly maintained? Look at the following elements: roadway surface, shoulder condition, drainage (silted in pipes, evidence of flooding), and over grown vegetation.

Overall, the general appearance of the project is fairly well maintained.

- 4. Constructability** - Can the proposed improvements be constructed in compliance with minimum standards?

As proposed, the project can be constructed in compliance with minimum standards.

- 5. Cost Effective** - Will the proposed improvements require substantial design amenities such as drainage restructuring, wooden structures curb and gutter, gravity walls, etc.? Does the facility appearance show evidence and support for the type of improvement? The intention of the proposed improvements is not to create a roadway reconstruction project.

The existing facility and its surrounding area can support the construction and facility proposed.

**FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION ALTERNATIVES PROGRAM
PROJECT FEASIBILITY REVIEW**

- 6. Utilities** - Identify any outstanding utilities that may require relocation or adjustment.

Within the project limits, there are some existing utilities: GTE & Verizon underground fiber optic cable, water etc. They will require coordination with the respective Utility Owners (refer to Appendix C).

- 7. Environmental Permit Issues** - Identify any potential jurisdictional wetlands that would be impacted by the proposed improvements.

There are two wetland areas identified on the west side of 46th Street, one north and one south of Bougainvillea Avenue (Appendix E). The site identified north of Bougainvillea Avenue is a City of Tampa stormwater management facility. No impacts to wetlands are anticipated with the proposed safety improvements.

- 8. EMO Assessment** - Identify any potential hazardous materials and/or endangered species. (If any of these are identified, the District's EMO should be notified for review.)

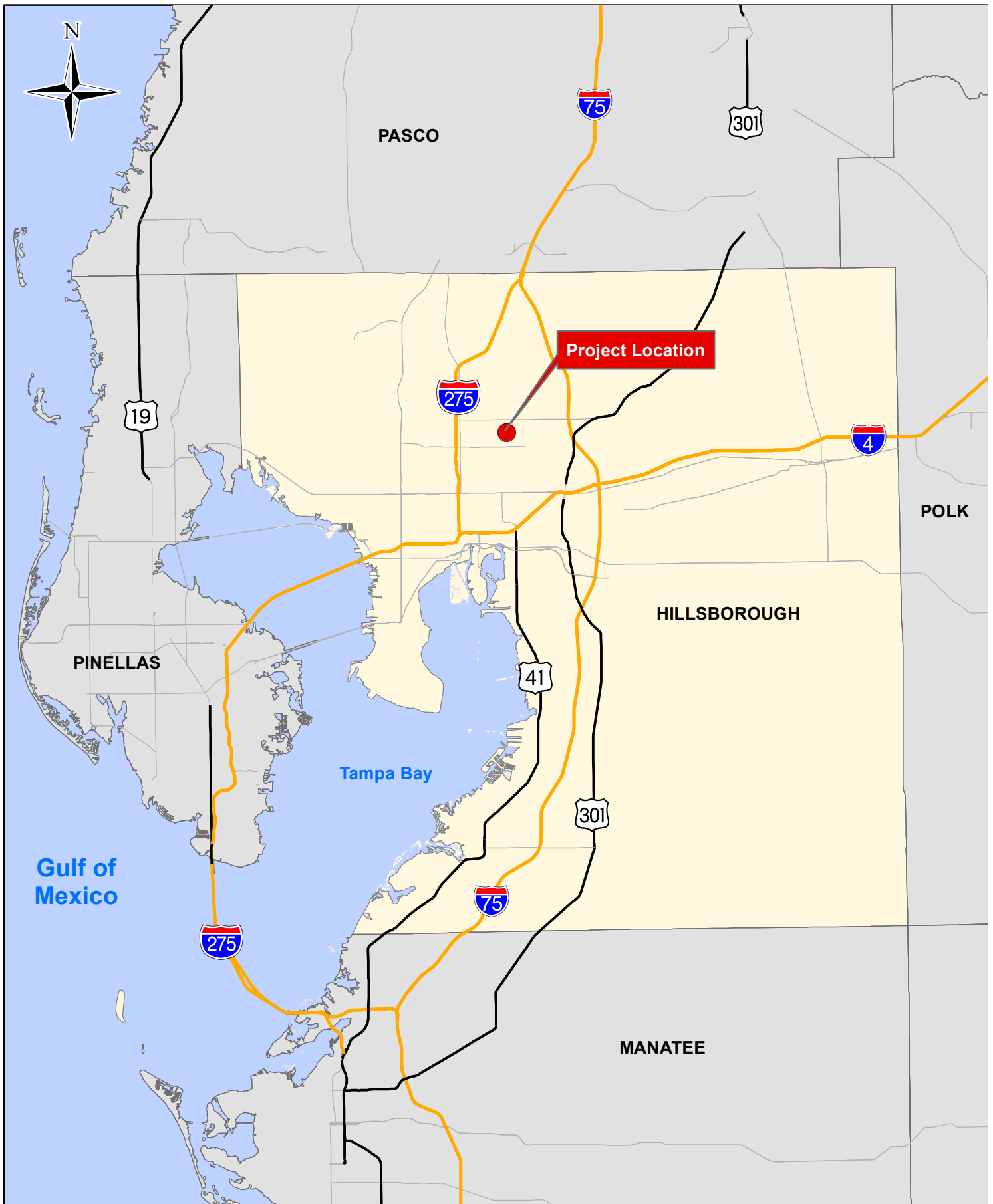
There are contamination sites located adjacent to 46th Street within the project limits (Appendix F), including existing and closed retail fuel stations located near the intersection of 46th Street and Busch Boulevard. Based on the proposed improvements outlined in the application, no contamination impacts area anticipated. The project is located within an urbanized portion of the City of Tampa; therefore, no species are anticipated within the project area. The project is located within the core foraging area of 11 wood stork colonies (Appendix G); however, since there are no wetland impacts anticipated, there should be no impacts to the wood stork.

- 9. Comments and Recommendations** - List any project concerns related to the feasibility and summarize the findings.

Overall, the project appears to be feasible and constructible as proposed.

APPENDICES:

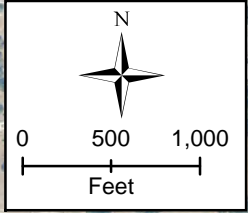
- APPENDIX A: Project Location Map
- APPENDIX B: Aerial Location Map
- APPENDIX C: Photo Log
- APPENDIX D: Photo Location Map
- APPENDIX E: NWI Location Map
- APPENDIX F: Potential Contamination Sites Map
- APPENDIX G: Wood Stork Colony Map
- APPENDIX H: Typical Section



46th Street Safety Improvements
Busch Blvd (SR 580) to
Fowler Ave (SR 582)
City of Tampa, FL

Project Location Map

APPENDIX A



University of South Florida

Fowler Ave

582

50th St

Whiteway Dr

46th St

Bougainvillea Ave

Serena Dr

Mckinley Dr

Linebaugh Ave

Busch Gardens

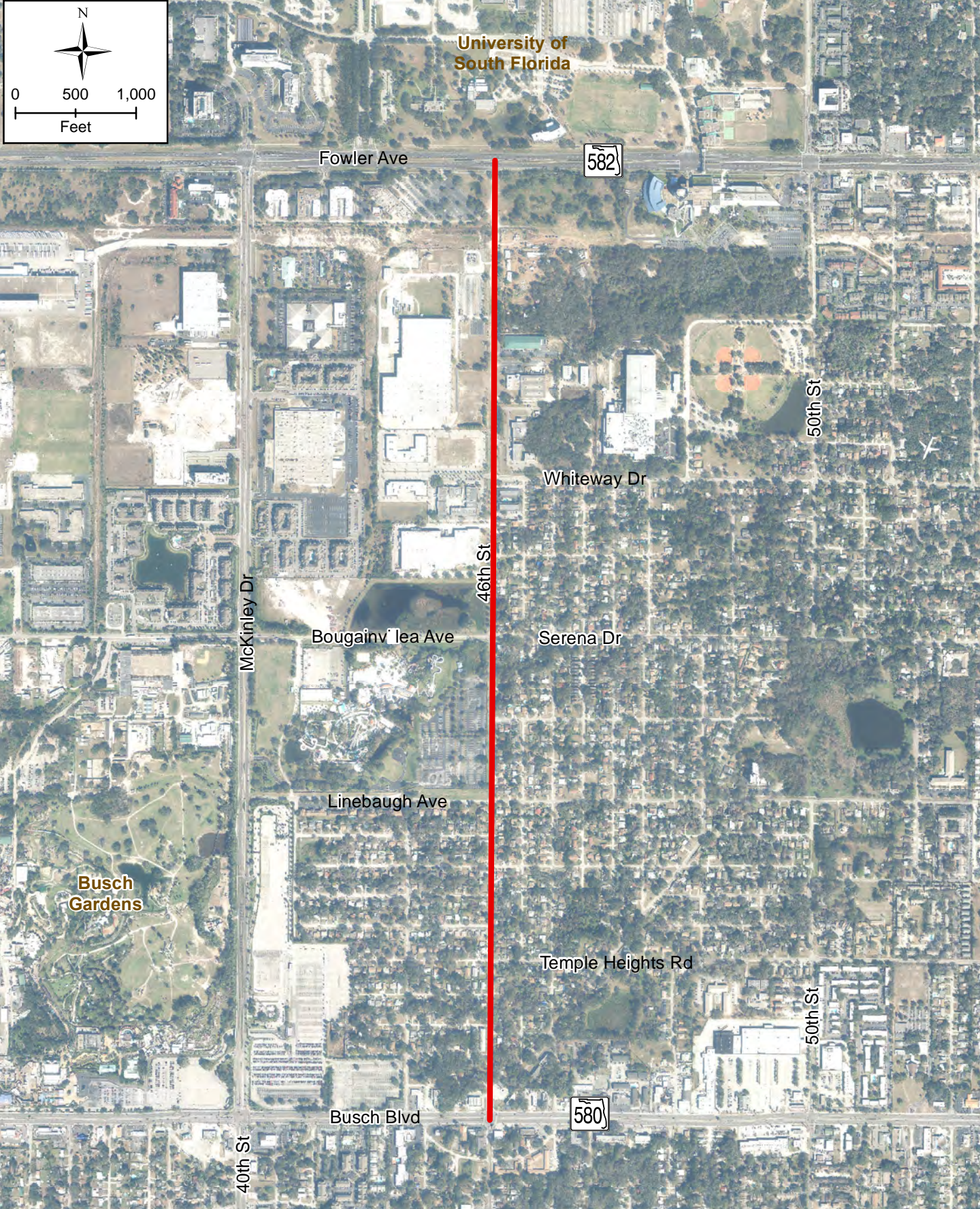
Temple Heights Rd

50th St

Busch Blvd

580

40th St



APPENDIX C
Photo Log of Field Review
46th Street Safety Improvements
All pictures taken on January 26, 2015

1



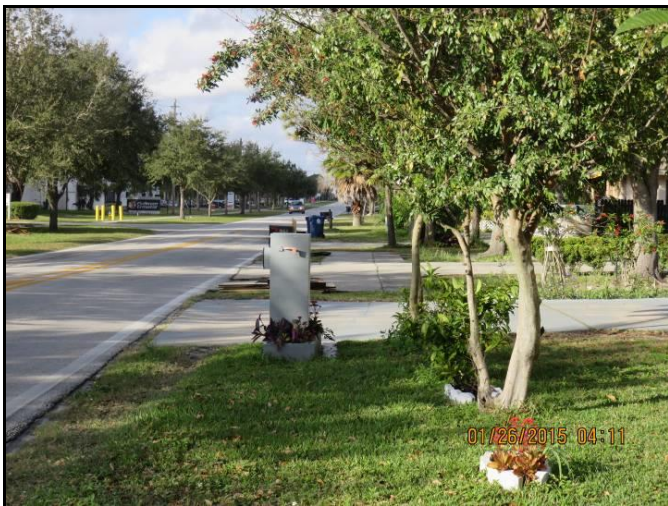
Looking north on the east side of 46th Street. Begin project at Bush Blvd.

2



GTE utilities - Looking north on the east side of 46th Street at E. Serena Drive.

3



Looking north on the east side of 46th Street north of E. Serena Drive.

4



Looking south on the east side of 46th Street north of Whiteway Drive.

APPENDIX C
Photo Log of Field Review
46th Street Safety Improvements
All pictures taken on January 26, 2015

5



Looking south on the east side of 46th Street north of Whiteway Drive.

6



Looking north on the east side of 46th Street north of Whiteway Drive.

7



Verizon underground utilities on the east side of 46th Street north of Whiteway Drive.

8



Looking south on the east side of 46th Street at Fowler Avenue.

APPENDIX C
Photo Log of Field Review
46th Street Safety Improvements
All pictures taken on January 26, 2015

9



Existing S/W on the west side of 46th Street at Fowler Avenue.

10

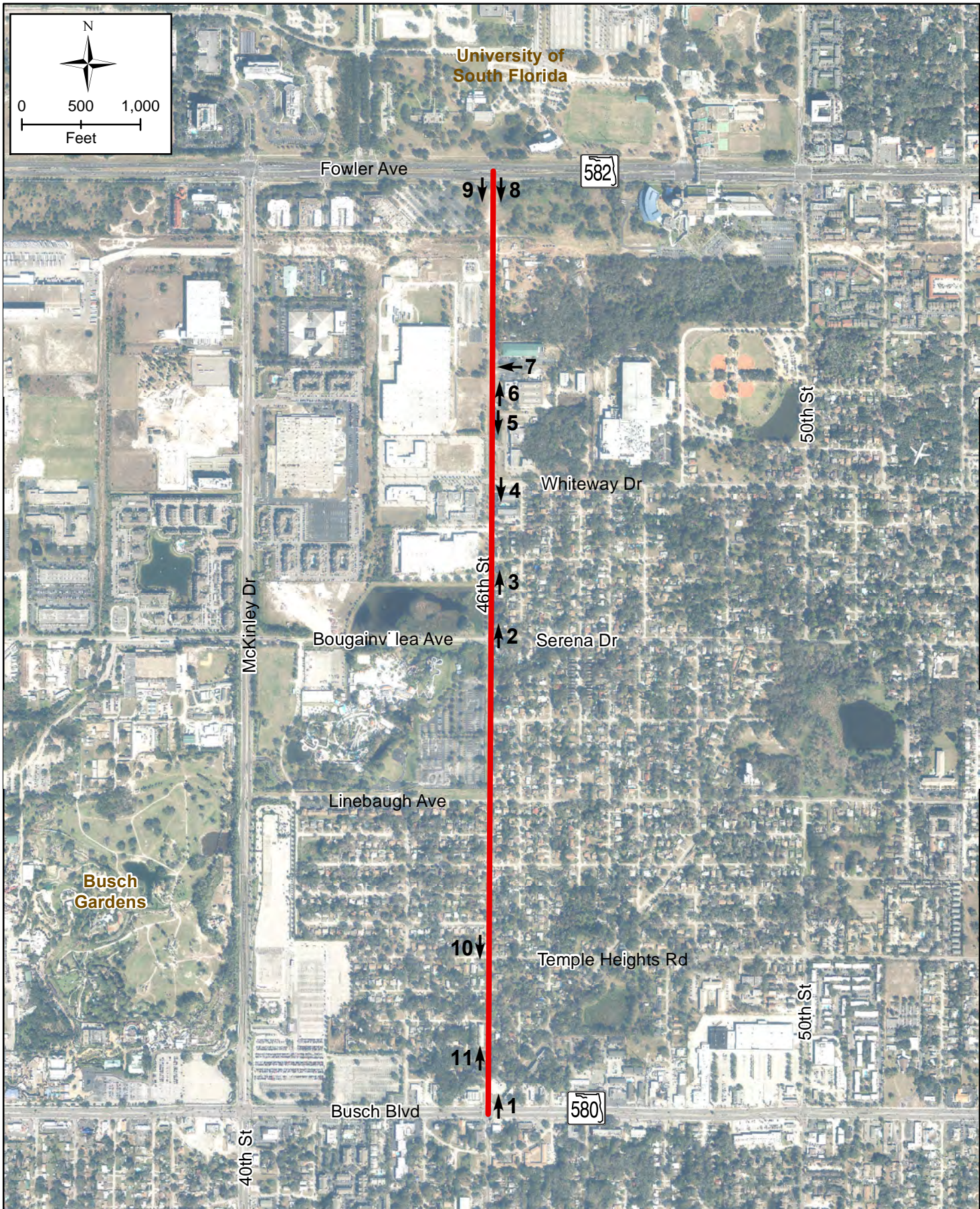


Looking south on the west side of 46th Street at Temple Heights Road.

11



Looking north on the west side of 46th Street at E. Eva Street.




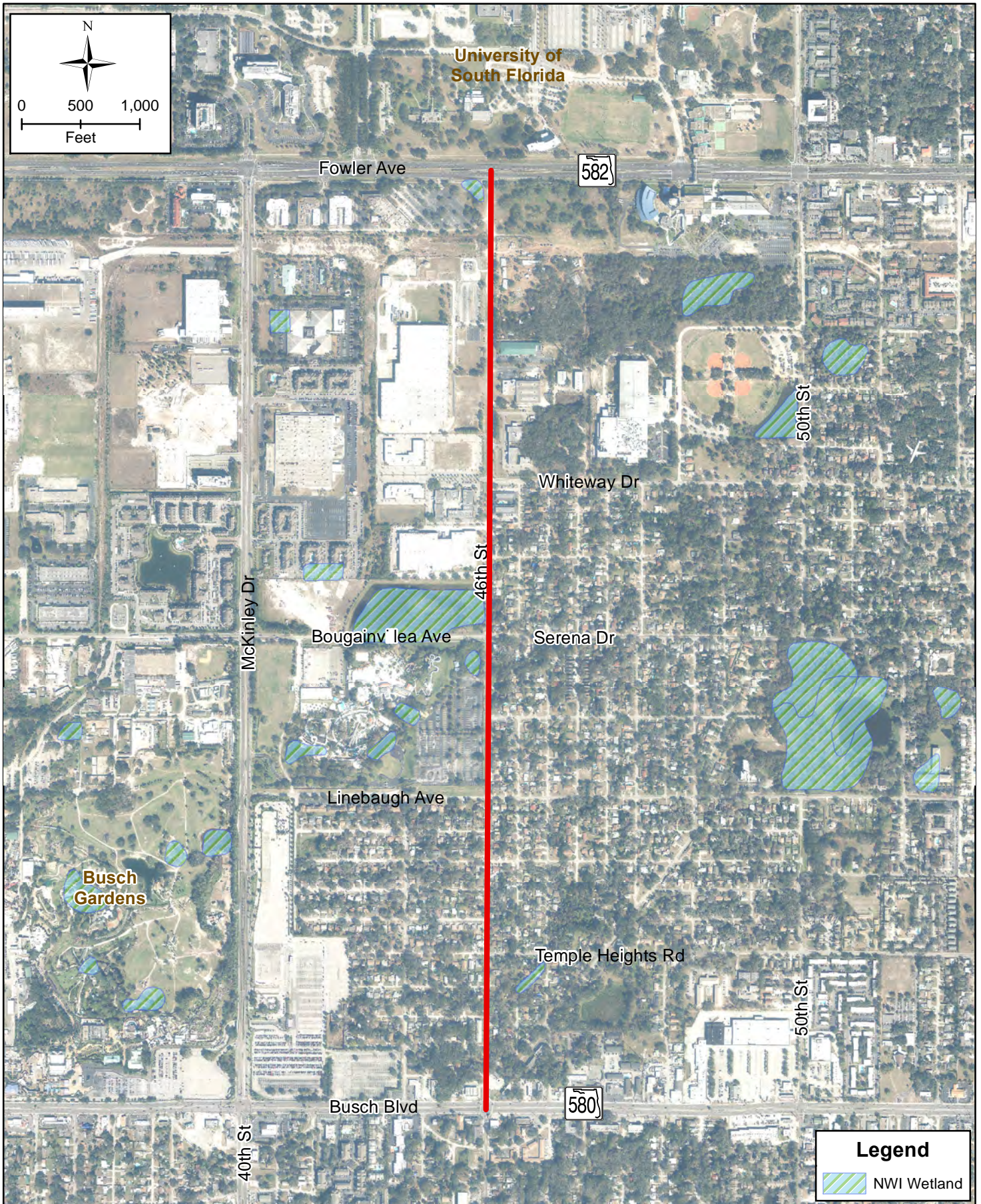
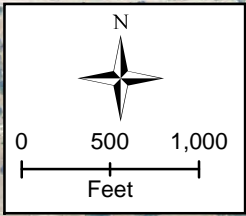


46th Street Safety Improvements
 Busch Blvd (SR 580) to Fowler Ave (SR 582)
 City of Tampa, FL

Photo Location Map

APPENDIX D



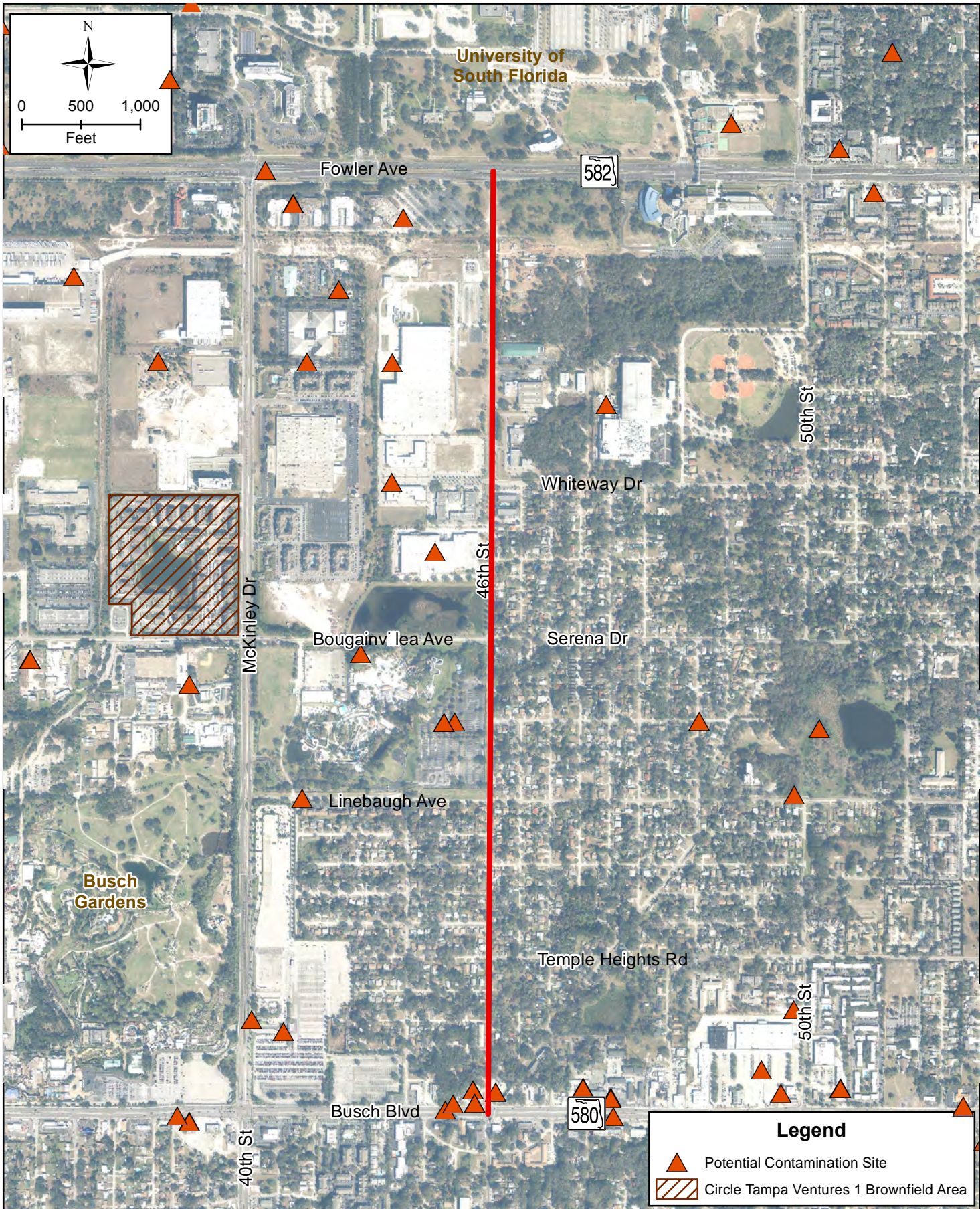
Legend
 NWI Wetland



46th Street Safety Improvements
 Busch Blvd (SR 580) to Fowler Ave (SR 582)
 City of Tampa, FL


NWI Wetland Map

APPENDIX E



Legend

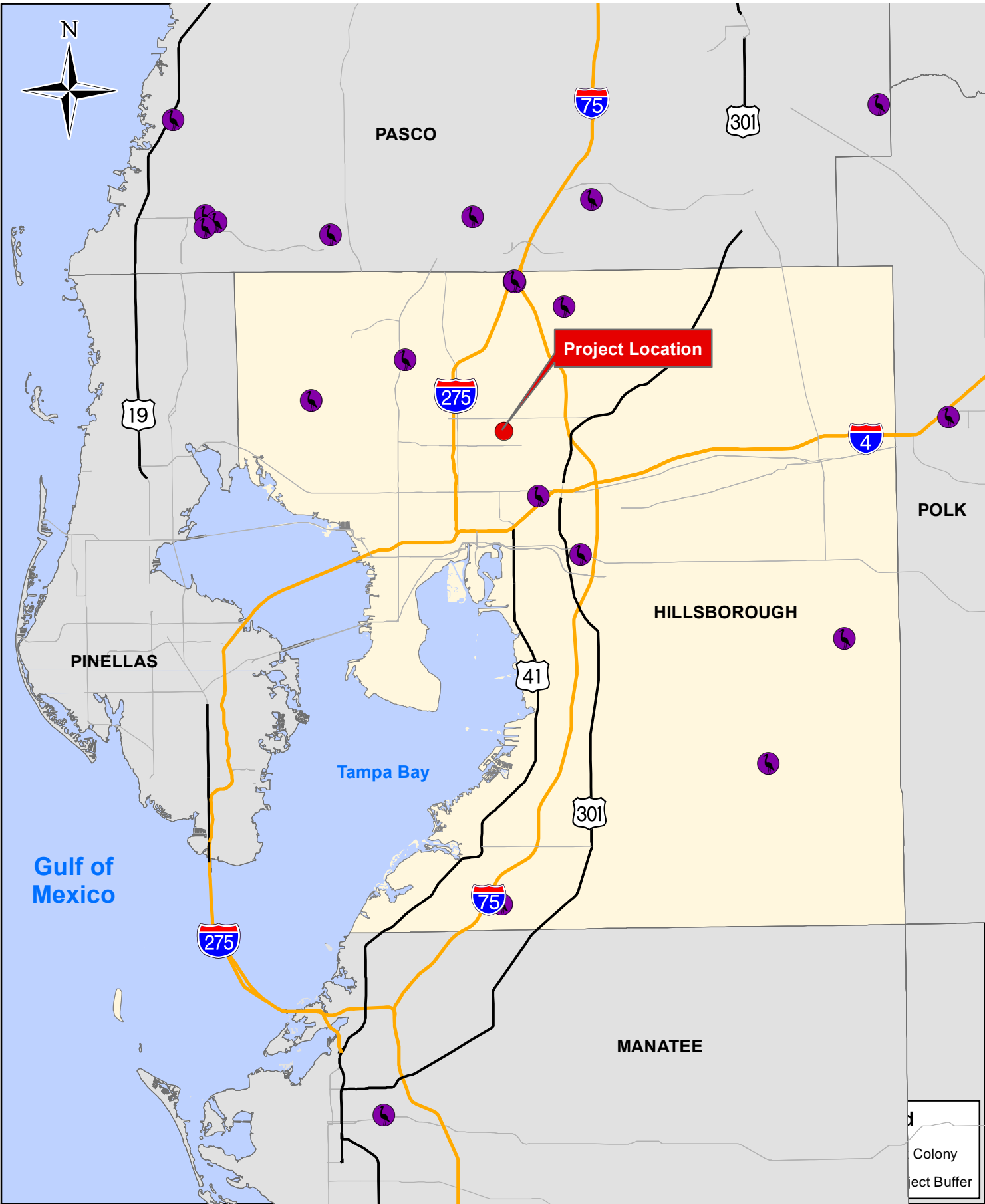
-  Potential Contamination Site
-  Circle Tampa Ventures 1 Brownfield Area



46th Street Safety Improvements
 Busch Blvd (SR 580) to
 Fowler Ave (SR 582)
 City of Tampa, FL

Potential Contamination Site Map

APPENDIX F

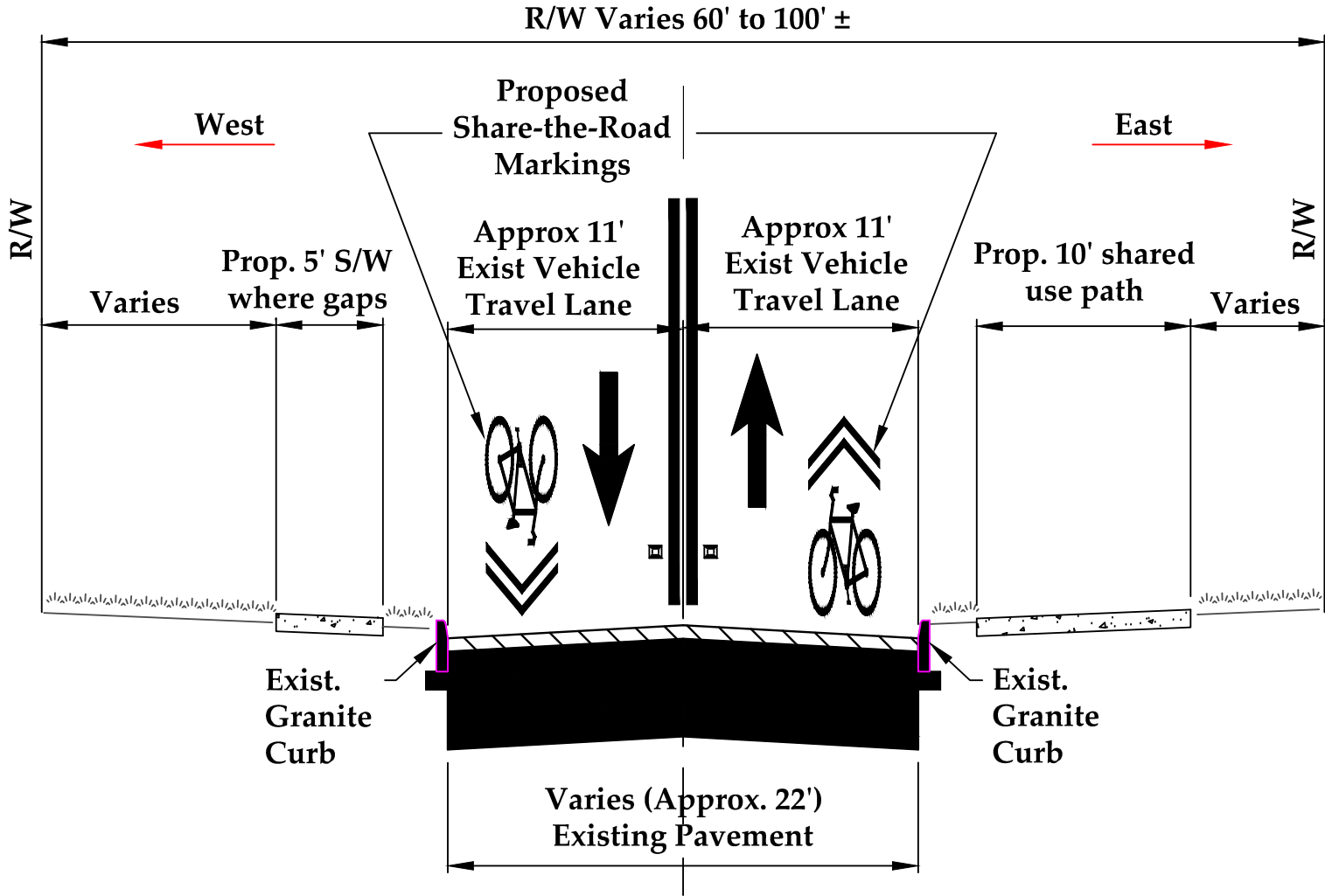


46th Street Safety Improvements
 Busch Blvd (SR 580) to
 Fowler Ave (SR 582)
 City of Tampa, FL

Wood Stork Colony Map

APPENDIX G

APPENDIX - H



46th STREET (Busch Blvd. to Fowler Ave.)

Typical City of Tampa FDOT-LAP AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT (“Agreement”) made and entered into at Tampa, Florida, as of the ____ day of _____, [Year], which is the date Resolution No. [Reso No.] 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 [Consultant Name], a/an [Consultant State] [Consultant Type] authorized to do business in the State of Florida, (“CONSULTANT”), the address of which is [Consultant Address]

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 [CONTRACT NUMBER]; [CONTRACT NAME] (“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 \$_____ to be billed in accordance with **Exhibit B**.

VI. PAYMENT

Payments shall be made upon presentation of the CONSULTANT's approved invoice. Payments shall be made in accordance with the Section 218.70, Florida Statutes, Florida's Prompt Payment Act,

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 this Agreement 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

F. The CONSULTANT shall comply with all applicable Florida Department of Transportation (FDOT) Requirements including those indicated in **Exhibit E**.

G. **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

The Firm must comply with the Employment Eligibility Verification Program (“E-Verify Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONSULTANT must (1) enroll in the E-Verify Program, (2) use EVerify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include this requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

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. DBE / EQUAL BUSINESS OPPORTUNITY PROGRAM

A. CONSULTANT shall comply with the FDOT DBE Program.

B. 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.

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

A. To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

B. CONSULTANT shall require that the foregoing indemnification, in substantially similar form, be included in all contracts with contractors/subcontractors/consultants/subcontractors, of any tier, that perform work in connection with this Agreement so that such protections are provided to the CITY, the State of Florida, Department of Transportation, and their elected officials, officers, and employees by all such contractors/subcontractors/consultants/subcontractors, of any tier.

C. As used in this Article XXV: (i) "the Agency" means the CITY; (ii) "the Agency's contractor", "the contractor", "the Agency's consultant", and "the consultant" all mean CONSULTANT; (iii) "this Contract" means this Agreement; and (iv) the phrase "its officers and employees" shall be deemed to include the respective elected officials, officers, departments, officials, volunteers, and employees of the CITY, the State of Florida, and the Department of Transportation".

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. ALLOWABLE COSTS.

The City will determine allowable costs in accordance with Federal Cost Principles.

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. A cancellation for default pursuant to this Article shall not impair or limit the City's remedy for the Firm's breach of warranty to the extent of work performed, not for errors or omissions in the professional engineering services prior to cancellation.

XXIX. BUDGET APPROPRIATIONS

The City is subject to Section 1666.241, Florida Statutes, and is not authorized to contract for expenditures in any fiscal year except in pursuance of budgeted appropriates. With respect to this Agreement, the City has budgeted and appropriated sufficient monies to fund the City's obligations under this Agreement. 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.

XXXII. PERFORMANCE EVALUATION

At the end of the contract, the CITY will evaluate the Consultant's performance. This evaluation will become public record.

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:
[Consultant Name]

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 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 (CPL)/ 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.



Exhibit D

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.: _____ Contract Name: _____
Company Name: _____ Address: _____
Federal ID: _____ Phone: _____ Fax: _____ Email: _____

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
Federal ID					

Failure to Complete, Sign and Submit
this form with your Bid or Proposal
Shall render the Bid Non-Responsive

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: _____ Date: _____

**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**



Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) Solicited Form (Form MBD-10)

This form must be submitted with all bids or proposals. All subcontractors (regardless of ownership or size) solicited and subcontractors from whom unsolicited quotations were received must be included on this form. The instructions that follow correspond to the headings on the form required to be completed. Note: Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

- **Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID. FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Firms were contacted or solicited for this contract.** Checking the box indicates that a pre-determined Subcontract Goal or Participation Plan Requirement was not set by the City resulting in your business not using subcontractors and will self-perform all work. If during the performance of the contract you employ subcontractors, the City must pre-approve subcontractors. Use of the “Sub-(Contractors/Consultants/Suppliers) Payments” form (MBD Form-30) must be submitted with every pay application and invoice. Note: Certified **SLBE or WMBE firms** bidding as Primes **are not exempt** from outreach and solicitation of subcontractors.
- **No Firms were contacted because.** Provide brief explanation why no firms were contacted or solicited.
- **See attached documents.** Check box, if after you have completed the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the form. All DMI data not submitted on the MBD Form-10 must be in the same format and have all requested data from MBD Form-10 included.

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

- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as either Women/Minority Business Enterprise; **“O” = Non-certified others.**
- **Federal ID. FIN.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification and payment of the contractor/subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials** indicate the trade, service, or materials provided by the subcontractor. NIGP codes aka “National Institute of Governmental Purchasing” are listed at top section of document.
- **Contact Method L=letter, F=fax, E=Email, P=Phone.** Indicate with letter the method(s) of soliciting for bid.
- **Quote or Resp. (response) Rec’d (received) Y/N.** Indicate “Y” Yes if you received a quotation or if you received a response to your solicitation. Indicate “N” No if you received no response to your solicitation from the subcontractor. Must keep records: log, ledger, documentation, etc. that can validate/verify.

If additional information is required or you have questions, please contact the Equal Business Opportunity Program - Minority and Small Business Development Office at (813) 274-5522.



Exhibit D

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.: _____ Contract Name: _____
Company Name: _____ Address: _____
Federal ID: _____ Phone: _____ Fax: _____ Email: _____

- 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 = 912-77

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 %

Failure to Complete, Sign and Submit
this form with your Bid or Proposal
Shall render the Bid N -

Total ALL Subcontract / Supplier Utilization \$ _____
Total SLBE Utilization \$ _____
Total WMBE Utilization \$ _____
Percent SLBE Utilization of Total Bid/Proposal Amt. _____% Percent WMBE Utilization of Total Bid/Proposal Amt. _____%

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

Signed: _____ Name/Title: _____ Date: _____

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



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

Instructions for completing **The Sub-(Contractors/Consultants/ Suppliers) to be Utilized Form (Form MBD-20)**

This form must be submitted with all bids or proposals. All subcontractors (regardless of ownership or size) projected to be utilized must be included on this form. Note: Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

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

- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID.** FIN. A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Subcontracting/consulting (of any kind) will be performed on this contract.** Checking box indicates your business will not use subcontractors when no Subcontract Goal or Participation Plan Requirement was set by the City, but will self-perform all work. When subcontractors are utilized during the performance of the contract, the “Sub-(Contractors/Consultants/Suppliers) Payments” form (MBD Form-30) must be submitted with every pay application and invoice. Note: certified **SLBE or WMBE firms** bidding as Primes **are not exempt** from outreach and solicitation of subcontractors, including completion and submitting Form-10 and Form-20.
- **No Firms listed To-Be-Utilized.** Check box; provide brief explanation why no firms were retained when a goal or participation plan requirement was set on the contract. Note: mandatory compliance with Good Faith Effort outreach (GFECF) requirements applies (MBD Form-50) and supporting documentation must accompany the bid.
- **See attached documents.** Check box, if after completing the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the scope/value/percent utilization of subcontractors. Reproduce copies of MBD-20 and attach. All data not submitted on duplicate forms must be in the same format and content as specified in these instructions.

The following instructions are for information of Any and All subcontractors To Be Utilized.

- **Federal ID.** FIN. A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as Women/Minority Business Enterprise; **“O” = Non-certified others.**
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials (NIGP code if Known)** Indicate the trade, service, or material provided by the subcontractor. Abbreviated list of NIGP is available at <http://www.tampagov.net/mbd> “Information Resources”.
- **Amount of Quote, Letters of Intent** (required for both SLBEs and WMBEs).
- **Percent of Work/Contract.** Indicate the percent of the total contract price the subcontract(s) represent. For CCNA only (i.e. Consultant A/E Services) you must indicate subcontracts as percent of total scope/contract.
- **Total Subcontract/Supplier Utilization.** – Provide total dollar amount of all subcontractors/suppliers projected to be used for the contract. (Dollar amounts may be optional in CCNA depending on solicitation format).
- **Total SLBE Utilization.** Provide total dollar amount for all projected SLBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Total WMBE Utilization.** Provide total dollar amount for all projected WMBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Percent SLBE Utilization.** Total amount allocated to SLBEs divided by the total bid/proposal amount.
- **Percent WMBE Utilization.** Total amount allocated to WMBEs divided by the total bid/proposal amount.

If additional information is required or you have questions, please contact the Equal Business Opportunity Program - Minority and Small Business Development Office at (813) 274-5522.

Exhibit E

City of Tampa
FDOT-LAP Project
Requirements

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS**

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracings, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.
- C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- D. The consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
 - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
 - 2. cancellation, termination or suspension of the contract, in whole or in part.
- J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS**

issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.
1. The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.
- O. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- P. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

R. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

S. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Name of Consultant

By: _____

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 02/16

Is this form applicable to your firm?
 YES NO
 If *no*, then please complete section 4
 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : _____ _____ _____ Congressional District, <i>if known</i> : 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ _____ Congressional District, <i>if known</i> : _____	
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ _____ CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____ _____ _____	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____	
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By: _____ Date: _____ Authorized Signature

Title: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS
(Compliance with 2 CFR Parts 180 and 1200)**

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
 FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS**

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS
(Compliance with 2 CFR Parts 180 and 1200)**

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information. Forms may be downloaded at: www.dot.state.fl.us/proceduraldocuments/ .

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs**.

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is:

<https://www3.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance%2f> .

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "____" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us**.

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

Attachment "R"

375-030-21
PROCUREMENT
10/01

DBE PARTICIPATION STATEMENT

Note: The Consultant is required to complete the following information and submit this form with the technical proposal.

Project Description: _____

Consultant Name: _____

This consultant (is ___) (is not ___) a Department of Transportation certified Disadvantaged Business Enterprise (DBE).

Expected percentage of contract fees to be subcontracted to DBE(s): _____ %

If the intention is to subcontract a portion of the contract fees to DBE(s), the proposed DBE sub-consultants are as follows:

DBE Sub-Consultant	Type of Work/Commodity
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

By: _____

Title: _____

Date: _____

PUBLIC ENTITY CRIMES DISCLOSURE

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal, ITN, or Contract Number _____, for _____.
2. This sworn statement is submitted by _____ whose business address is **[Name of entity submitting sworn statement]**

_____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

3. My name is _____ and my relationship to the above is
4. **[Please print name of individual signing]**

4. I understand that a "public entity crime" as defined in section 287.133(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in section 287.133(l) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that "affiliate" as defined in section 287.133(l) (a), Florida Statutes, means:
a. A predecessor or successor of a person convicted of a public entity crime; or
b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in section 287.133(l) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies].

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who is active in the management of the entity, nor any affiliate of the entity have been convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **[Please indicate which additional statement applies]**.

____ There has been a proceeding concerning the conviction before a judge or hearing officer of the State of Florida, Division of Administrative Hearings, or a court of law having proper jurisdiction. The final order entered by the hearing officer or judge did not place the person or affiliate on the convicted contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate was placed on the convicted contractor list. There has been a subsequent proceeding before a court of law having proper jurisdiction or a judge or hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the judge or hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate has not been placed on any convicted vendor list. **[Please describe any action taken by or pending with the Department of General Services.]**

[Signature]
Date: _____

NOTARY:
STATE OF)
COUNTY OF)
Sworn and Subscribed before me this _____ day of _____, 20____
Personally known:
Or Produced Identification:
Notary Public - State of: _____ Commission Expires:

PLEASE COMPLETE AND SUBMIT WITH PROPOSAL

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

375-040-18
PROCUREMENT
03/17

~~287.087 Preference to businesses with drug free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug free workplace program shall be given preference in the award process.~~ In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

YES

NO

NAME OF BUSINESS: _____

Consultant Contract No.		FM No(s):
Consultant / District Name	_____	_____
Engineer of Record	_____	_____
Type(s) of Work	_____	_____
FDOT Design PM	_____	_____
FDOT Design PM Phone No.	_____	_____
FDOT Construction PM	_____	_____
FDOT Cnst PM Phone No.	_____	_____

PERFORMANCE RATING SCALE

5 Outstanding Performance

The design feature had no changes resulting in cost or time increases. All Plan details were clear, constructible and no requests for information were needed. Minimal post-design services were utilized. No follow up post construction contracts needed to fix design flaws. No premium costs incurred. For unforeseen issues, the EOR consistently exceeded expectations for teamwork, responsiveness and clarity which minimized impacts to project cost and time increases.

4 Above Satisfactory Performance

The design feature had minor changes resulting in cost and/or time increases not exceeding 2% of the original cost and/or time. The EOR was very responsive to requests for information and provided accurate and complete responses that were constructible. No follow up post-construction contracts were needed to fix design flaws. No premium costs were incurred. For unforeseen issues, the EOR consistently met and often exceeded expectations for teamwork, responsiveness and clarity which minimized impacts to project cost and time increases.

3 Satisfactory Performance

The design feature had some changes resulting in cost and/or time increases ranging from 2%-5% of the original cost and/or time. The EOR was responsive to requests for information and answered completely in a timely manner. No follow up post-construction contracts were needed to fix design flaws. Premium costs, if any, did not exceed 2% of the original cost. For unforeseen issues, the EOR consistently met and occasionally exceeded expectations for teamwork, responsiveness and clarity which minimized impacts to project cost and time increases.

2 Below Satisfactory Performance

The design feature had many changes resulting in cost and/or time increases exceeding 5% of the original project cost and/or time, or there were premium costs exceeding 2% of the original project cost. The EOR did not respond to requests for information related to design issues in a timely manner and/or responses were not complete for constructability. No post-construction contracts were needed to fix design flaws. For unforeseen issues, the EOR inconsistently met expectations for teamwork, responsiveness and clarity which failed to minimize project cost and time increases.

1 Unacceptable Performance

The design feature had many changes resulting in cost and/or time increases exceeding 5% of the original project cost and/or time, or there were premium costs exceeding 2% of the original project cost and a post-construction contract was needed to fix design flaws. The EOR was unresponsive to requests for information related to design issue or responses were not constructible. For unforeseen issues, the EOR consistently failed to meet expectations for teamwork, responsiveness and clarity which failed to minimize project cost and time increases.

TOTAL WEIGHTED SCORE FOR ALL CONSTRUCTABILITY CRITERIA:
 (Weighting shown is by group. All questions are weighted individually)

Not Rated

Note: An overall score of 3 is considered satisfactory performance. The maximum score attainable is 5.

FDOT Technical Reviewer - Construction Project Manager (CPM)	Date
FDOT Construction PM (Operations/Resident Engineer)	Date
FDOT Design Project Manager (DPM)	Date
FDOT District Design Engineer (DDE) - In-house Designs Only	Date

Instructions:

*This evaluation provides an indication of the designers' ability to develop practical, accurate, complete and cost effective construction plans. For each numbered item below, please provide a numerical score from 1 to 5 in accordance with the performance rating scale. Select N/A if the criteria does not apply to this evaluation. Reviewer should provide comments for all grades, but must do so for a rating of 1 or 5. In addition to the reviewer comments, the Department's CPM will enter appropriate comments received from the contractor concerning the quality of design. The evaluation will be reviewed by the Department's DPM for concurrence. **For in-house design projects, the evaluation will also be reviewed by the DDE.***

CONSTRUCTABILITY CRITERIA

A. Roadway Design Features (weight = .12)		Score
1	<i>Provided the required plan-profile details, cross-sections, intersection layout/details, design standard references, special details, and other required plan components as required to build the project.</i>	
2	<i>Provided constructible pavement details (cross slope correction, overbuild, feathering details, etc.)</i>	
3	<i>Provided roadway plans that addressed utility work. For example, all conflicts with known utilities are addressed, and traffic control plans are compatible with the utility work schedules.</i>	
4	<i>Provided roadway plans that addressed the required soil surveys and other geotechnical requirements to build the project.</i>	
5	<i>Appropriate pay items were included with adequate quantities to meet the project requirements</i>	
Average Score (Total Score / Number of sub-criteria rated)		Not Rated
Reviewer Comments:		
Contractor Comments:		

B. Signing and Pavement Marking Features (weight = 0.10)		Score
1	<i>Required level of detail for the signing and pavement marking plans was included in the plans.</i>	
2	<i>Foundation designs for large sign structures were included with adequate soil boring information and location was selected considering the presence of existing utilities</i>	
3	<i>Appropriate pay items were included with adequate quantities to meet the project requirements</i>	
Average Score (Total Score / Number of sub-criteria rated)		Not Rated
Reviewer Comments:		
Contractor Comments:		

C. Drainage Features (weight = 0.12)		Score
1	<i>Provided roadway plans that clearly addressed the required drainage details (identification and adequacy of all required pipe and drainage structure locations, positive drainage provided for each phase of construction, and sufficient R/W is allowed for trenching drainage structures)</i>	
2	<i>Existing Drainage patterns were considered in the design and were able to be maintained during construction until the final drainage patterns could be established</i>	
3	<i>Appropriate pay items were included with adequate quantities to meet the project requirements</i>	
Average Score (Total Score / Number of sub-criteria rated)		Not Rated
Reviewer Comments:		
Contractor Comments:		

D. Structures (weight = .12)		Score
1	<i>Structural Plans are clear. All details readily constructible with adequate clearances between existing and new components allowing for construction access; dimensions are consistent; Adequate structure vertical clearance over entire travelway.</i>	
2	<i>Construction conflicts with underground/ overhead utilities were anticipated and addressed.</i>	
3	<i>Large or heavy members can be transported without exceeding weight and size limitations of existing roads, bridges or hauling equipment.</i>	
4	<i>Critical temporary walls identified and detailed.</i>	
5	<i>Effect of construction on nearby structures addressed.</i>	
6	<i>Post tensioning and reinforcing details complete.</i>	
7	<i>Subsurface features such as rock, old foundations, water table, aretsian conditions etc. were considered in the foundation design and were addressed in the plans. Structure foundation can be constructed within Right of Way.</i>	
8	<i>Appropriate pay items were included with adequate quantities to meet the project requirements</i>	
Average Score (Total Score / Number of sub-criteria rated)		Not Rated
Reviewer Comments:		
Contractor Comments:		

E. Maintenance of Traffic (weight = .14)		Score
1	<i>Project phasing addresses all significant work items including utility relocation, drainage construction, structures and intersection construction.</i>	
2	<i>MOT signing properly utilized. Temporary pavement and detours are adequate to effectively meet traffic needs. Lane closure restrictions were identified and reflected the traffic volumes experienced during construction</i>	
3	<i>Work zones widths were adequate to meet the needs of construction equipment including swing radii, and ingress and egress. Dropoffs due to construction operations were considered and protection needs were addressed including attenuation if necessary.</i>	
4	<i>Intersection traffic control needs were addressed including any necessary temporary devices. Adequate turn lanes were provided to avoid traffic backups of through lanes.</i>	
5	<i>Pedestrian, bicycle, ADA needs were considered and addressed in the MOT plans.</i>	
6	<i>Appropriate pay items were included with adequate quantities to meet the project requirements</i>	
Average Score (Total Score / Number of sub-criteria rated)		Not Rated
Reviewer Comments:		
Contractor Comments:		

F. Signals and Lighting (weight = .12)		Score
1	<i>Pole locations selected with consideration given to the location of existing utilities, drainage structures and other project features.</i>	
2	<i>Local maintaining office requirements were addressed and included in the design.</i>	
3	<i>Foundation design provided was consistent with existing soil conditions.</i>	
4	<i>Appropriate pay items were included with adequate quantities to meet the project requirements</i>	
Average Score (Total Score / Number of sub-criteria rated)		Not Rated
Reviewer Comments:		
Contractor Comments:		

G. Conformance to Permit Requirements (weight = .12)		Score
1	<i>All permit requirements were properly addressed in the contract documents.</i>	
2	<i>Permit requirements were doable and constructable.</i>	
3	<i>Appropriate pay items were included with adequate quantities to meet the project permit requirements.</i>	
Average Score (Total Score / Number of sub-criteria rated)		Not Rated
Reviewer Comments:		
Contractor Comments:		

H. Overall Coordination of Contract Documents (weight = .16)		Score
1	<i>The plans were properly supported and complimented by the specifications and were not in conflict.</i>	
2	<i>Individual Plan Components were consistent with one another and were not in conflict.</i>	
3	<i>Appropriate pay items were included with adequate quantities to meet the project requirements.</i>	
Average Score (Total Score / Number of sub-criteria rated)		Not Rated
Reviewer Comments:		
Contractor Comments:		

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONSULTANT MANAGEMENT EVALUATION

375-030-8B
Production Support - 10/10
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Consultant Contract #	_____	FM No(s):	_____
Consultant Name:	_____		_____
Consultant Project Manager:	_____		_____
Type(s) of Work:	_____		_____
FDOT Project Manager:	_____		_____
FDOT PM Phone No:	_____		_____

PERFORMANCE RATING SCALE

- 5 Outstanding Performance**
Consultant consistently exceeded the expectations.
- 4 Above Satisfactory Performance**
Consultant consistently met, often exceeded, expectations.
- 3 Satisfactory Performance**
Consultant consistently met expectations.
- 2 Below Satisfactory Performance**
Consultant inconsistently met expectations.
- 1 Unacceptable Performance**
Consultant consistently failed to meet expectations.

TOTAL WEIGHTED SCORE FOR ALL MANAGEMENT CRITERIA:

Not Rated

Note: An overall score of 3 is considered satisfactory performance. The maximum score attainable is 5.

FDOT Project Manager

Date

TOTAL WEIGHTED SCORE FOR ALL POST DESIGN MANAGEMENT CRITERIA:

Not Rated

FDOT Design Project Manager

FDOT Construction Project Manager

MANAGEMENT EVALUATION CRITERIA

Instructions:

For each numbered item below, please select a numerical score from 1 to 5 in accordance with the performance rating scale. Select N/A if the item is not applicable.

Sections A, B, C and D should be completed for evaluations that apply to activities prior to construction. If an evaluation covers a period after design (post-design activities), only Section E should be completed. An evaluation should not include evaluated items in all 5 sections (Sections A, B, C, D & E). Comments must be entered for ratings of 1 or 5.

A. Administration of Contract (weight = 20%)		Score
1	Effectively and proactively controlled the Contract.	
2	Administered the Contract in an organized manner and was proficient in applying administrative, procedural and technical skills to Contract.	
3	Effectively coordinated with Department personnel to ensure effective Contract management, with required submittals made timely, in the subscribed format, with no material errors.	
4	Submitted properly documented invoices; sub-consultants paid promptly; contract funds were tracked and reported as requested to avoid rush amendments, out-of-fund conditions or supplemental agreements	
5	Complied with established DBE/MBE commitment	
6	FOR TASK DRIVEN CONTRACTS ONLY: Responded to the Department in a timely manner regarding tasks requests. For accepted tasks, promptly developed an understanding of the assignment, prepared and submitted an accurate time/fee package, and efficiently initiated the assignment	
Average Score (Total Score / Number of sub-criteria rated)		Not Rated
Comments:		

B. Management of Issues and Resources (weight = 25%)		Score
1	Effectively resolved issues; made decisions based on solid logic and sufficient supporting detail.	
2	Properly supervised staff and coordinated the effort of sub-consultants.	
3	Effectively minimized the unnecessary involvement of Department staff.	
4	Effectively managed resources. Continuously provided experienced staff as proposed; was responsive to Department staffing requests; if personnel changes occurred, the credentials of replacement staff were equal to or exceeded the qualifications of the original staff approved, and Department approval was received.	
5	FOR PROJECTS INVOLVING PERMITS: Sufficiently identified, analyzed and verified that all permit conditions were addressed. Thoroughly documented and proactively worked to resolve permitting issues in a timely manner.	
6	FOR PROJECTS INVOLVING UTILITIES: Sufficiently verified that utilities were coordinated properly and shown in the plans/schedules including providing a summary of changes at subsequent phase submittals. ADDITIONALLY, FOR PROJECTS INVOLVING CONSULTANT UTILITY COORDINATION: succeeded in getting the utility agencies to accept the schedule, and consistently tracked and communicated with the utility companies so they comply with the schedules. Took appropriate action when schedules were not met.	
Average Score (Total Score / Number of sub-criteria rated)		Not Rated
Comments:		

C. Communication, Documentation and Coordination (weight = 25%)		Score
1	<i>Provided the necessary project information to the Department and all project stakeholders in a timely manner.</i>	
2	<i>Scheduled, conducted and documented meetings in a timely manner.</i>	
3	<i>Immediately notified the Department of issues impacting schedule and costs; acted proactively by working with various stakeholders to minimize impacts; and resolved issues in a timely manner.</i>	
4	<i>Prepared thoroughly organized and completed project documentation including a clear filing system, and clear documentation of oral communications.</i>	
5	<i>Effectively tracked and monitored comment resolution and other action items to ensure timely resolution.</i>	
6	<i>Properly and efficiently logged, documented, tracked and took appropriate action on all public initiated inquiries from first contact through disposition or resolution. Coordinated effectively with the District Public Information Office, providing relevant data as requested for newsletters, media releases, public meetings, etc.</i>	
Average Score (Total Score / Number of sub-criteria rated)		Not Rated
Comments:		

D. Execution of Work (Schedule, budget, quality control, scope of work) (weight = 30%)		Score
1	<i>Ensured project schedule submittals was submitted and reviewed in accordance with the Contract.</i>	
2	<i>Reviewed the schedule monthly or as appropriate with the Department. Took appropriate action to reallocate resources if the work items fell behind schedule in accordance with the critical path to minimize impact to the overall schedule.</i>	
3	<i>Effectively managed the budget and if applicable, was reasonable regarding claims for and negotiations of supplemental agreements.</i>	
4	<i>Developed a logical quality control plan, and adhered to the plan throughout the project.</i>	
5	<i>Successfully met the scope and objectives of the project</i>	
Average Score (Total Score / Number of sub-criteria rated)		Not Rated
Comments:		

Section E should only be completed for evaluations covering post-design activities.

E. Post-Design Activities		Score
1	<i>Effectively and proactively controlled the contract, including submitting properly documented invoices and reports, and prompt execution of task authorizations as applicable; successfully met the scope and objectives of the project.</i>	
2	<i>Properly supervised staff and sub-consultants; minimized the unnecessary involvement of the Department; effectively managed resources, including providing appropriate staff.</i>	
3	<i>Provided necessary project information in a timely manner; effectively tracked, monitored and documented actions taken during post-design activities; effectively communicated with the Department's construction support personnel during construction activities.</i>	
4	<i>Resolved issues arising during construction in a timely manner.</i>	
5	<i>Tracked, monitored and responded quickly and efficiently to shop drawing reviews and construction Requests for Information (RFI's).</i>	
Average Score (Total Score / Number of sub-criteria rated)		Not Rated
Reviewer Comments:		
Contractor Comments:		

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONSULTANT QUALITY EVALUATION
TYPE OF WORK: GROUP 3 HIGHWAY DESIGN - ROADWAY

375-030-8D
 Production Support - 02/06
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Prime Consultant

Subconsultant

Consultant Contract No.: _____	FM No(s).: _____
Consultant Name: _____	_____
Consultant Project Manager: _____	_____
Type(s) of Work: _____	_____
FDOT Project Manager: _____	_____
FDOT PM Phone No.: _____	_____

- Type of Work 3.1 - Minor Highway Design
- Type of Work 3.2 - Major Highway Design
- Type of Work 3.3 - Controlled Access Highway Design

NOTE: If more than one Work Type is being evaluated, use a separate but identical evaluation form for each Type of Work within Group 3.

PERFORMANCE RATING SCALE

- 5 Outstanding Performance**
(delivered high-quality products and services with less than usual Department assistance)
- 4 Above Satisfactory Performance**
(delivered high-quality products and services with normally expected Department assistance)
- 3 Satisfactory Performance**
(delivered good products and services with normally expected Department assistance)
- 2 Below Satisfactory Performance**
(delivered acceptable products and services with considerable unwarranted Department assistance)
- 1 Unacceptable Performance**
(delivered low-quality products and services)

Note: Low quality products and services with normally expected assistance should be graded in the 1.0 to 2.0 range depending on the project specific conditions.

Project Managers should clearly define their expectations for Department involvement at the Notice to Proceed meeting. Department involvement could vary depending on the type of project and the item being graded.

TOTAL SCORE FOR QUALITY CRITERIA:

Not Rated

Note: An overall grade of 3 is considered satisfactory performance. The maximum grade attainable is 5.

 Department Evaluator

 Date

 FDOT Project Manager

 Date

QUALITY EVALUATION CRITERIA

Instructions:

For each numbered item below, please select a numerical score from 1 to 5 in accordance with the performance rating scale. Select N/A if the item is not applicable. Comments must be entered for ratings of 1 or 5.

Quality Criteria for Highway Design-Roadway		Score
1	<i>Compliance with Project Scope</i>	
2	<i>Typical Section Package</i>	
3	<i>Phase Submittals</i>	
4	<i>Variations and Exceptions</i>	
5	<i>Geometrics/Engineering Reports</i>	
6	<i>Pavement Design Package</i>	
7	<i>Roadway Drainage Design (Exercised good judgement and designed according to criteria in the Drainage Manual, PPM, Design Standards, Drainage Handbooks, District Drainage Guidelines)</i>	
8	<i>Stormwater Management Facility Design and WMD Permitting</i>	
9	<i>Environmental Permitting Services (Corp.of Eng., USCG, Local Permits, etc.)</i>	
10	<i>Bridge Hydraulics Report, including Scour Calculations and Deck Drainage</i>	
11	<i>Earthwork and Soils</i>	
12	<i>Utility Coordination/Adjustments (Timely Phase Submittal and Review)</i>	
13	<i>Utility Agreements and Work Schedules</i>	
14	<i>Traffic Control Plans/Maintenance of Traffic</i>	
15	<i>Miscellaneous Structures Plans</i>	
16	<i>Right of Way Requirements and Coordination</i>	
17	<i>Local Agency Coordination and Public Meetings</i>	
18	<i>Pay Items and Quantities</i>	
19	<i>Overall Content, Format and Assembly of Roadway Plans</i>	
20	<i>Maintain and Update Construction Cost Estimates</i>	
21	<i>Specifications</i>	
22	<i>Electronic Delivery</i>	
Average Score (Total Score / Number of sub-criteria rated):		Not Rated
<u>Comments:</u>		

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONSULTANT SCHEDULE EVALUATION

375-030-8A
 Production Support - 02/06
 Page 1 of 1

Consultant Contract # _____	FM No(s): _____
Consultant Name: _____	_____
Consultant Project Manager: _____	_____
Type(s) of Work: _____	_____
FDOT Project Manager: _____	_____
FDOT PM Phone No: _____	_____

PERFORMANCE RATING SCALE

- 5 Outstanding Performance**
Always ahead of schedule without need for resubmission
- 4 Above Satisfactory Performance**
Regularly ahead of schedule without need for resubmission
- 3 Satisfactory Performance**
On schedule in accordance with agreed schedule dates
- 2 Below Satisfactory Performance**
Behind schedule
- 1 Unacceptable Performance**
Behind schedule. Performance affecting final completion.

TOTAL WEIGHTED SCORE **Not Rated**

Note: An overall score of 3 is considered satisfactory performance. The maximum score attainable is 5.

 FDOT Project Manager

 Date

SCHEDULE EVALUATION CRITERIA

Instructions:

For each numbered item below, please select a numerical score from 1 to 5 in accordance with the performance rating scale. Select N/A if the item is not applicable. Comments must be entered for ratings of 1 or 5.

A. Schedule	Score
1 <i>Project Phase Submittals (40%)</i>	
2 <i>Project Milestones (20%)</i>	
3 <i>Status Reports/Schedule Updates (20%)</i>	
4 <i>Other Project Deliverables (20%)</i>	
Total Weighted Score	Not Rated
Comments: 	

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5		6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU		
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR	
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest \$100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	\$0.00	\$0.00	
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	\$0.00		