

Agmt

RESOLUTION NO. 2016- 671

**A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$1,677,390 BETWEEN THE CITY OF TAMPA AND HDR ENGINEERING, INC., IN CONNECTION WITH CONTRACT 16-D-00002; STREETCAR EXTENSION AND MODERNIZATION FEASIBILITY STUDY PROJECT; AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, via the competitive selection process in accordance with Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act and consistent with Federal procurement policies, as applicable, the City of Tampa (City) selected HDR Engineering, Inc., as (Firm) to provide professional services in connection with Contract 16-D-00002; Streetcar Extension and Modernization Feasibility Study, (Project) as detailed in the Agreement for Consultant Services (Agreement); and

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

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

**NOW, THEREFORE,**

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

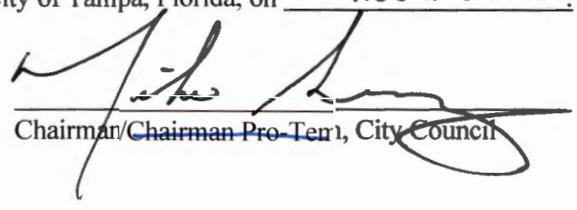
**Section 1.** That the Agreement between the City of Tampa and HDR Engineering, Inc., in connection with Contract 16-D-00002; Streetcar Extension and Modernization Feasibility Study as detailed in said Agreement, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in substantially similar form.

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

**Section 3.** Award of this contract for professional services is provided in the amount of \$1,677,390 for the Transportation and Stormwater Services Department within the Grants Other, Local Option Gas Tax and Central Business District Impact Fee Funds.

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

**PASSED AND ADOPTED** by the City Council of the City of Tampa, Florida, on AUG 25 2016

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

ATTEST:

  
City Clerk/~~Deputy City Clerk~~

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

B2016-46

## **AGREEMENT FOR CONSULTANT SERVICES**

**THIS AGREEMENT** ("Agreement") made and entered into at Tampa, Florida, as of the \_\_\_\_ day of \_\_\_\_\_, 2016, which is the date Resolution 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 HDR Engineering, Inc., a/an Florida, Corporation, authorized to do business in the State of Florida, ("CONSULTANT"), the address of which is 5426 Bay Center Drive, Suite 400, Tampa, FL 33609-3444.

### **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 16-D-00002; Streetcar Extension and Modernization Feasibility Study ("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 not to exceed amount of \$1,677,390 to be billed in accordance with **Exhibit B**.

#### **VI. PAYMENT**

Payments shall be made upon presentation of the CONSULTANT's approved invoice.

#### **VII. RECORDS**

Records for Personnel Expenses shall be kept on a generally recognized accounting basis and shall be available to the CITY or its authorized representative at mutually convenient times.

With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection, or copying purposes at any time during normal business hours at a location within Hillsborough County, Florida as often as the CITY, HUD, representatives of the Comptroller General of the United States or other federal agency may reasonably require. CONSULTANT will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The CITY's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state or federal. CONSULTANT shall retain all records and supporting documentation applicable to this Agreement for five (5) years from the date of submission of the annual performance report to HUD. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

#### **VIII. PERSONNEL**

The CONSULTANT represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. All personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed for work under this Agreement. The CONSULTANT further certifies that all of its employees assigned to serve the CITY have such knowledge and experience as required to perform the duties assigned to them. Any employee of the CONSULTANT who, in the opinion of the CITY, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the certain professional engineering services under this Agreement.

#### **IX. SUSPENSION, CANCELLATION OR ABANDONMENT**

In the event the PROJECT is suspended, cancelled or abandoned, the CONSULTANT shall be given fifteen (15) days prior written notice of such action and shall be compensated for the professional services provided and reimbursable expenses incurred up to the date of suspension, cancellation or abandonment in an amount mutually agreed to by the CITY and CONSULTANT and supported by back-up documentation.

Upon suspension, cancellation or abandonment hereof, CONSULTANT shall immediately cease work hereunder and shall be compensated for its services rendered up to the time of such cancellation or termination on a quantum meruit basis; and the CITY shall have no further financial obligation to CONSULTANT.

In the event the PROJECT is suspended, cancelled or abandoned, the CONSULTANT shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the CONSULTANT's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the CITY.

## **X. TERMINATION**

A. Termination for Cause. In the event that the CONSULTANT shall for any reason or through any cause not have completed performance within the time fixed for performance under this Agreement; or any representation or warranty made under Article XII of this Agreement shall prove to be untrue in any material respect; or the CONSULTANT shall otherwise be in default under this Agreement; or the CONSULTANT has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Agreement without the CITY's consent or approval; or the CONSULTANT has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer has been appointed to take charge of all or part of CONSULTANT assets; or the CONSULTANT disclosed CITY confidential information, procedures or activities; or the CONSULTANT fails to aggressively, adequately, timely and appropriately perform the services required by this Agreement to the satisfaction of the CITY, or other similar cause, the City may terminate this Agreement for cause.

Then the CITY may provide five (5) days written notice that the conduct of the CONSULTANT is such that the interests of the CITY are likely to be impaired or prejudiced, stating the facts upon which the opinion is based. Then the CITY may upon fifteen (15) days written notice, and at the end of the (15) days terminate this Agreement for cause (herein "Termination Date"). Upon that termination for cause, the CONSULTANT shall be entitled to compensation for services properly and satisfactorily performed through the date of such termination for cause. However, no allowance shall be included for termination expenses. In the event of such termination for cause, the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date; however, CONSULTANT shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date. All work accomplished by CONSULTANT prior to the Termination Date shall be documented. In the event the project is terminated for cause pursuant to this Article, the CONSULTANT shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the CONSULTANT's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the CITY. Notwithstanding the above or any section herein to the contrary, CONSULTANT shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by CONSULTANT.

B. Termination for Convenience. The CITY may reduce the scope of work or terminate work under this Agreement or amendment to this Agreement without cause; in the event of such scope reduction or termination other than for cause, the CITY shall compensate the CONSULTANT for services properly performed through the date of such reduction in scope or termination, which date shall be fixed in written notice from the CITY and which date shall be not sooner than fifteen (15) days after notice. Notwithstanding such termination or reduction in scope, the CITY shall be entitled to receive from the CONSULTANT upon request any and all information related to the PROJECT and the CITY shall preserve and protect all such information and assure ready access thereto by the CONSULTANT in connection with resolution of the amount due to the CONSULTANT. The CITY, at its own discretion, shall be entitled to direct the CONSULTANT to terminate any or all the CONSULTANT's subcontracts or subconsulting agreements. In the event the project is terminated for convenience pursuant to this Article, the CONSULTANT shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the CONSULTANT's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and

other documents and plans shall be without restriction on future use by the CITY.

#### **XI. INSURANCE**

The CONSULTANT, at its own cost and expense, shall effect and maintain at all times during the life of this Agreement insurance, in accordance with that indicated in **Exhibit C**.

CONSULTANT shall not commence services pursuant to this Agreement until CONSULTANT has obtained all insurance required hereunder. Acceptance by the CITY, or by any of its employees, representatives, agents, etc. of certificates or other documentation of insurance or policies evidencing insurance coverages and limits does not constitute approval or agreement that the insurance requirements have been met or that the coverages or policies are in compliance. Further, 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 CONSULTANT's obligation to fulfill its insurance requirements. CONSULTANT's maintenance of insurance coverage is a material element of this Agreement and the failure to maintain or renew coverage or provide evidence of same (defined to include without limitation providing from time to time upon CITY's request certificates of insurance, complete and certified copies of CONSULTANT's insurance policies, forms, and endorsements, information on the amount of claims payments or reserves chargeable to the aggregate amount of coverage(s)) may be treated as a material breach of this Agreement. CONSULTANT's obligation to maintain or renew coverage or provide evidence of same shall survive this Agreement's expiration or earlier termination.

#### **XII. INTERESTS OF MEMBERS OF THE CITY**

No member of the governing body of the CITY and no other officer, employee, or agent of the CITY who exercise any functions or responsibilities in connection with the carrying out of the PROJECT to which this Agreement pertains shall have any personal interest, direct or indirect, in this Agreement.

#### **XIII. INTEREST OF THE CONSULTANT**

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any project to which this Agreement pertains or any other interest which would conflict in any manner or degree with its performance of any contracted service hereunder. The CONSULTANT further covenants that in the performance of this Agreement no person having such interest shall be employed.

The CONSULTANT warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

The CONSULTANT shall disclose any clients that may either conflict with or affect its independent judgment when performing any work for the City of Tampa covered by this Agreement. Failure of the CONSULTANT to disclose the above professional conflict of interest may result in termination of this Agreement pursuant to Article X of this Agreement and may require the return of all payments, if any, made to the CONSULTANT from the City. If, in its sole discretion the CITY of Tampa determines that a professional conflict of interest is deemed to exist, the CONSULTANT shall be disqualified from participating in the proposed Project.

#### **XIV. COMPLIANCE WITH LAWS**

A. The CONSULTANT shall comply with the applicable requirements of State laws and all Codes and

Ordinances of the City of Tampa as amended from time to time, together with keeping and maintaining in full force and effect during the term of this Agreement all licenses and certificates of authorization required pursuant to applicable law, including without limitation those required by Chapters 471, 481, and 489, Florida Statutes.

B. If the PROJECT involves E.P.A. Grant eligible work, the CITY and the CONSULTANT agree that the provisions of 40 CFR, Part 35, Appendix C-1, shall become a part of this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement for work performed under said Agreement.

C. If the PROJECT involves work under other Federal or State Grantors or Approving Agencies, the CITY and the CONSULTANT shall review and approve the applicable required provisions or any other supplemental provisions as may be included in the Agreement.

D. Truth-In-Negotiation Certification: The CONSULTANT certifies that the wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of the execution of the Agreement of which this Certificate is a part. The original price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the Agreement amount was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs and that such original Agreement adjustments shall be made within one (1) year following the end of the Agreement.

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

## **XV. ASSIGNABILITY**

The CONSULTANT shall not assign or transfer any interest in this Agreement without consent from the CITY; provided, however, that the claim for money due or to become due the CONSULTANT from the CITY under this Agreement may be assigned to a bank or other financial institution or to a Trustee in Bankruptcy. Notice of any such assignment shall be furnished promptly to the CITY.

## **XVI. EQUAL EMPLOYMENT**

During the performance of this Agreement or any related Work Order, the CONSULTANT shall:

A. Not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, handicap, or national origin. CONSULTANT shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, handicap, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. In all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, it must state that all qualified applicants will receive considerations for employment without regard to race, color, religion, age, sex, handicap, or national origin.

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

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

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

C. The CONSULTANT shall report to the CITY its subcontractors/subconsultants/suppliers solicited or utilized (**Exhibit D**).

D. At the time of the submission of invoices, the CONSULTANT shall submit to the CITY a report (**Exhibit D**) of all subcontractors, subconsultants or suppliers utilized with their final contract amounts and any other reports or forms as may be required by the CITY.

**XVIII. CITY CODE OF ETHICS**

In connection with this Agreement, the CONSULTANT hereby covenants and agrees that it shall comply with all applicable governmental laws, statutes, rules and regulations including, without limitation, the City of Tampa's Code of Ethics. Pursuant to Section 2-522 of the City of Tampa Code, the CONSULTANT acknowledges that if it fails to comply with the City of Tampa's Code of Ethics, such a failure shall render this Agreement voidable by the CITY and subject the CONSULTANT to debarment from any future CITY contracts or agreements.

**XIX. NEGATION OF AGENT OR EMPLOYEE STATUS**

CONSULTANT shall perform this Agreement as an independent consultant and nothing contained herein shall in any way be construed to constitute CONSULTANT or the assistants of CONSULTANT to be representative, agent, subagent, or employee of CITY or any political subdivision of the State of Florida. CONSULTANT certifies CONSULTANT's understanding that CITY is not required to withhold any federal income tax, social security tax, state and local tax, to secure worker's compensation insurance or employer's liability insurance of any kind or to take any other action with respect to the insurance or taxes of CONSULTANT and assistants of CONSULTANT.

In no event and under no circumstances shall any provision of this Agreement make CITY or any political subdivision of the State of Florida liable to any person or entity that contracts with or that provides goods or services to CONSULTANT in connection with the Services the CONSULTANT has agreed to perform hereunder or otherwise, or for any debts or claims of any nature accruing to any person or entity against CONSULTANT; and there is no contractual relationship, either express or implied, between CITY or any political subdivision of the State of Florida any person or any political subdivision of the State of Florida any person or entity supplying any work, labor, services, goods or materials to CONSULTANT as a result of the provisions of the Services provided by CONSULTANT hereunder or otherwise.

**XX. SEVERABILITY**

If any item or provision to this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**XXI. CHOICE OF LAW**

The laws of the State of Florida (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance, and enforcement.

**XXII. DESIGNATION OF FORUM**

Any party bringing a legal action or proceeding against any other part arising out of or relating to this Agreement may bring the legal action or proceeding in the United States District Court for the Middle District of

Florida, Tampa Division or in any court of the State of Florida sitting in Tampa.

**XXIII. AUTHORIZATION**

Each party represents to the other that such has authority under all applicable laws to enter into an agreement containing each covenants and provisions as are contained herein, that all of the procedural requirements imposed by law upon each party for the approval and authorization of this Agreement have been properly completed, and that the persons who have executed the Agreement on behalf of each party are authorized and empowered to execute said Agreement.

**XIV. ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement between the parties and there are no promises or understandings other than those stated herein. Exhibits to this Agreement shall be deemed to be incorporated by reference as though set forth in full herein. In the event of a conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, and unless otherwise specified herein, then this Agreement will prevail.

**XXV. INDEMNIFICATION**

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

**XXVI. ESTOPPEL/WAIVER**

No waiver of any provisions of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such waiver shall only be applicable to the specific instance in which it relates and shall not be deemed to be a continuing waiver.

The failure of the CITY to enforce any term or condition of this Agreement shall not constitute a waiver or estoppel of any subsequent violation of this Agreement.

**XXVII. AUDIT REQUIREMENTS.**

In the event, that during the period of this Agreement, CONSULTANT expends more than \$500,000.00 in federal funds in an operating year from this and other federal grants, CONSULTANT shall, at its own cost and expense, cause to be carried out an independent audit. The audit shall be completed and a copy furnished to the CITY, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period, unless a longer period is agreed to in advance by the CITY. For purposes of this Agreement, an operating and/or audit year is the equivalent to the CONSULTANT's fiscal year. The determination of when Grant Funds are expended is based on when the activity related to the expenditure occurs.

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

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

#### **XXVIII. DEFAULT**

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

#### **XXIX. BUDGET APPROPRIATIONS**

The CITY is subject to Section 166.241, Florida Statutes, and is not authorized to contract for expenditures in any fiscal year except in pursuance of budgeted appropriations. With respect to this Agreement, the CITY has budgeted and appropriated sufficient monies to fund the CITY's obligations under this Agreement; however, all funding under this Agreement for subsequent years is subject to the availability of funds and continued authorization for program activities and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice. The obligations of the CITY hereunder shall not constitute a general indebtedness of the CITY within the meaning of the Florida Constitution.

#### **XXX. SCRUTINIZED COMPANIES**

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

#### **XXXI. PUBLIC RECORDS**

A. Exempt Plans. CONSULTANT pursuant to this Agreement (and as part of the solicitation process that resulted in award of this Agreement) may hold, come into possession of, and/or generate certain building plans, blueprints, schematic drawings, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, facility, or other structure owned or operated by the City or an agency (singularly

or collectively "Exempt Plans"), which pursuant to Section 119.071(3), Florida Statutes, are exempt from Section 119.07(1), Florida Statutes and Section 24(a), Art. I of the Florida State Constitution. CONSULTANT certifies it has read and is familiar the exemptions and obligations of Section 119.071(3), Florida Statutes; further that CONSULTANT is and shall remain in compliance with same, including without limitation maintaining the exempt status of such Exempt Plans, for so long as any Exempt Plans are held by or otherwise in its possession. This section shall survive the expiration of earlier termination of this Agreement.

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

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

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

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

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

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

**CONSULTANT:**  
HDR Engineering, Inc.

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

Print Name: Christine S. Kefauver, Area Dept. V.P.,

Title:  Pres  Exec/Sr Vice Pres  CEO  Gen Partner  
 Mgr (Mgr-Mgd LLC)  Member (Member-Mgd LLC)  
 Other (must attach proof of authority): PVTD

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

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

[SEAL]

**ATTEST:**

**CITY:**  
City of Tampa, Florida

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

[SEAL]

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

APPROVED AS TO FORM:

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

**EXHIBIT A**

**Scope of Services**

**16-D-00002 Streetcar Extension and Modernization Feasibility Study and Project Development**

8/9/2016

**TABLE OF CONTENTS**

**INTRODUCTION .....2**

**PHASE 1: CONCEPT DEVELOPMENT AND FEASIBILITY ANALYSIS.....3**

Task 1. Study Management Work Plan.....3

Task 2. Public Engagement and Agency Outreach.....3

Task 3. Context, Purpose and Need, and Evaluation Plan .....4

Task 4. Preliminary Definition of Alternatives.....6

Task 5. Evaluation of Environmental and Community Issues .....7

Task 6. Preparation of Request Letter to FTA .....8

**PHASE 2: PROJECT DEVELOPMENT .....9**

Task 7. Public Engagement and Agency Outreach.....9

Task 8. Definition of Preferred Alternative .....10

Task 9. Environmental Review Process.....10

Task 10. Project Development.....11

Task 11. Environmental Compliance and Documentation .....14

Task 12. Funding Strategy and Implementation Plan .....16

Task 13. Assistance with Grant Applications .....16

Task 14. Assessment of Land Use and Economic Development Impacts .....17

**OTHER .....18**

Task 15. Owners Allowance.....18

## INTRODUCTION

The City of Tampa is conducting the Tampa Streetcar Feasibility Study to evaluate the potential extension of the existing Tampa Historic Streetcar from its current alignment terminating at the Whiting Street Station northward towards the north side of the downtown urban core in Tampa Heights to serve Downtown Tampa and provide connections to the Marion Transit Center. The study will include modernization options for the existing vehicles and facilities, and vehicle technology alternatives to improve ridership, operations, cost effectiveness and overall quality of service. The feasibility study will coordinate with other regional transit initiatives, such as the Hillsborough Area Regional Transit Authority (HART) Premium Transit Study, by clearly defining the Tampa Streetcar operating parameters and identifying how it may enable future transit connections to other parts of the CITY and region. The feasibility study will proceed under two distinct phases of work.

The goals of the Phase 1 tasks are to develop the PROJECT definition, capital and operating/maintenance costs, and a preliminary financial plan, and to submit a request for entry into Project Development (PD) to the Federal Transit Administration (FTA). Phase 1 will include outreach to residents and stakeholders regarding future plans for the Streetcar to address community and business needs. The Phase 1 definition of alternatives is limited to establishing the key differences between alternatives and to develop conceptual level costs, and a preliminary assessment of environmental impacts. Phase 1 activities are expected to effectively and efficiently screen alternatives down to a limited number to facilitate the selection of a preferred alternative. PROJECT objectives and evaluation criteria will be developed to compare and select the alternatives and their ability to meet key objectives and needs. The study will develop three alignment alternatives with at least one alternative serving the vicinity of the Marion Transit Center and at least one alternative extending to the area around Henderson Avenue, 7<sup>th</sup> Avenue and Palm Avenue in Tampa Heights. The Phase 1 alternatives screening will evaluate the CSX rail crossings at Polk Street and Channelside Drive. It is anticipated that the Tampa Streetcar PROJECT would likely undergo the Small Starts review process for funding under Federal Transit Administration Capital Improvements Grant (CIG) program. Phase 1 will be focused on developing a highly competitive project that can satisfy the CIG project justification requirements. Phase 1 is scheduled to be completed in 6 months.

Following PROJECT acceptance into the Project Development phase by FTA, the purpose of Phase 2 is to select and further define the preferred alternative for extension and/or modernization based on Phase 1 study results, and complete Project Development activities on the Preferred Alternative. Phase 2 activities will include the preparation of environmental documentation, ridership estimates, cost estimates, and funding and financing plans. Phase 2 activities are focused towards preparing project evaluation documentation to support the submittal of a highly competitive FTA Small Starts grant funding application for the Preferred Alternative. Phase 2 is scheduled to be completed in 12 months after FTA acceptance.

## **PHASE 1: CONCEPT DEVELOPMENT AND FEASIBILITY ANALYSIS**

The purpose of Phase 1 is to identify a limited number of alternatives for extensions and modernization of the existing Tampa Streetcar and to submit a letter of request to the Federal Transit Administration (FTA) for entry into the Small Starts Project Development phase. Phase 1 of this study will consist of evaluating the feasibility of an extension to immediately north of Downtown Tampa and will be completed within six months from notice to proceed. Phase 1 will consist of the following tasks:

At the onset of the Study, the CITY will establish the PROJECT Study Management Team consisting of:

- o City of Tampa (CITY);
- o Hillsborough Area Regional Transit Authority (HART) (Operating Agency); and,
- o Florida Department of Transportation (FDOT) (PROJECT Sponsor).

The purpose and function of the PROJECT Study Management Team is to provide guidance for the CONSULTANT during the Study; however, the CITY will have approval authority for any final recommendations or services provided under this scope.

### **Task 1. Study Management Work Plan**

The CONSULTANT will prepare a Study Management Work Plan for Phase 1 to guide the integration and coordination of the study elements and the timely delivery of submittals in accordance with the needs and requirements of CITY staff and consideration given to guidance from the PROJECT Study Management Team. The plan will also support the early identification of issues and their effective resolution.

The Study Management Work Plan will be completed within two weeks of the CONSULTANT receiving the Notice to Proceed, and will include the following key elements:

- o Quality Assurance/Quality Control (QA/QC). The CONSULTANT will outline internal QA/QC procedures for ensuring quality in the PROJECT deliverables.
- o Definition of the Study Area. The CONSULTANT will coordinate with CITY staff and consider guidance from the PROJECT Study Management Team to clearly define the limits of the study area.
- o PROJECT Schedule. The CONSULTANT will prepare a PROJECT schedule at the task level, showing when each task is expected to begin and be completed. The schedule will show the major deliverables and major Phase 1 milestones of the study, including progress meetings (below) and other key meetings.
- o Regular Progress Meetings. The CONSULTANT will participate in three regular progress meetings in person or via teleconference.
- o FTA Coordination. The CONSULTANT will recommend an appropriate level and type of Federal Transit Administration (FTA) coordination needed during Phase 1 of the study and participate in one meeting or workshop with FTA representatives in Tampa or by teleconference.

#### *Task 1 Deliverable:*

- o Study Management Work Plan Technical Memorandum documenting QA/QC processes and schedule

### **Task 2. Public Engagement and Agency Outreach**

The CONSULTANT will conduct, with appropriate coordination with CITY staff and guidance from the PROJECT Study Management Team, a public engagement and agency outreach process to address the concerns and issues of those with a stake in the proposed transit corridor. The public outreach program for this phase of the study, Phase 1, will consist of the following elements:

- o PROJECT Branding. Working with the City, the CONSULTANT will help design a PROJECT brand.

- PROJECT Website Material. Prepare basic PROJECT material including PROJECT description and study area map for posting on a PROJECT-specific pages on the City's web site, and support the CITY in web site development and period updates and maintenance. Project related materials will be posted on the PROJECT-specific pages of the City's web site.
- Social Media. Social media channels will be created and monitored on a regular basis. Channels will include Facebook, Twitter, Instagram and Snapchat.
- Small Group Meetings. Two small group meetings will be held during Phase 1. Participants may include representatives from local business and community groups who have a vested interest in the PROJECT.
- Agency Stakeholder Meetings. Two agency stakeholder meetings will be held during Phase 1. Participants may include representatives from such entities as the CSX Corporation, Hillsborough County Metropolitan Planning Organization (MPO), Tampa Downtown Partnership, Hillsborough County, Tampa-Hillsborough Expressway Authority, Port Tampa Bay, Tampa Bay Area Regional Transportation Authority (TBARTA), Tampa International Airport (TIA), as well as FDOT, the CITY and HART.
- Public Workshop. One public workshop will offer attendees a chance to participate in discussions on various aspects of what they would like to see in a streetcar service.

In Phase 1, the CONSULTANT will lead preparation and conduct the meetings listed above and will support CITY staff in PROJECT branding, social media, and website development. The CITY will be responsible for preparing and conducting additional meetings, as well as for PROJECT branding and any Phase 1 email blasts and media outreach.

*Task 2 Deliverables:*

- Preparation of materials and support for engagement and communication activities listed above

### **Task 3. Context, Purpose and Need, and Evaluation Plan**

- ◆ **Study Area Conditions.** The CONSULTANT will utilize existing information to document existing (as close to 2016 as possible) and future (up to 2040) conditions in the defined study area to: 1) provide an understanding of the area around the corridor including its significant transportation problems and needs and opportunities; 2) identify conditions that are conducive to, or an impediment to, implementation of transit service through the area; and, 3) provide information for the evaluation of mobility, community, land use and economic development, and environmental impacts of alternative alignments considered in this study. The CONSULTANT will gather, review and summarize readily available reports regarding transportation plans and issues, land use, and economic development in the area, as directed by CITY staff and guidance from the PROJECT Study Management Team. Specific focus will be on the MPO's Long Range Transportation Plan (LRTP), the TBARTA Master Plan, recent Transit Development Plans, the CITY's InVision Plan and Comprehensive Plan, and redevelopment plans for the Channelside District and Port Tampa Bay. The data to be compiled by the CONSULTANT will at a minimum include the following:
  - Base mapping for the study area.
  - Recent aerial photography and photo-imaging.
  - Existing and planned transportation facilities and services, including system characteristics, traffic volumes and transit ridership, park and ride lots and other major parking facilities, pedestrian and bicycle access, travel speeds, levels of service, and other congestion related issues.
  - Land use data, including current land use patterns, major activity generators and activity centers, future land use plans, and major projects proposed by developers. .
  - Current and forecasted socioeconomic data, including employment, population, households and demographic characteristics, and environmental justice constituencies (based on income and minority - status).
  - Data regarding proposed regional transit connections as presented in the LRTP.

- ◆ **Purpose and Need.** The CONSULTANT will develop a Purpose and Need Statement that defines issues to be addressed in the study and the defined study area, which will serve as a basis for developing goals and objectives and evaluation criteria for the study, and provides a framework for determining the extension alternatives and modernization options to be considered. The Purpose and Need Statement and Statement of Study Objectives shall be consistent with FTA New/Small Starts guidance. Based on information from Task 3 above, the CONSULTANT shall prepare a brief description of the transportation problem in the corridor being studied and will prepare a brief statement of the PROJECT's Purpose and Need. The statement will outline issues that may need to be resolved and addressed through a project, and may address the following:
  - Transportation conditions within or affected by the study area.
  - Land use and development issues contributing to the problem.
  - Mobility and access deficiencies for which solutions are being sought.
  - Economic development opportunities that may be enhanced by the transportation system.
  
- ◆ **PROJECT Objectives.** The CONSULTANT will recommend a set of PROJECT objectives consistent with the Purpose and Need Statement. These goals and objectives will serve as benchmarks against which the performance of alternative alignments and modernization strategies are measured. The CONSULTANT will coordinate with CITY staff and consider guidance from the PROJECT Study Management Team in the development of study goals and objectives, specific to the Purpose and Need of this study. The CITY will approve the goals and objectives, will determine how they will be presented to the stakeholders, and specify the level and method of involvement the stakeholders will have in approving the goals and objectives.
  
- ◆ **Evaluation Plan.** The CONSULTANT will prepare a plan for the evaluation of extension alignment, vehicle technology, and system modernization alternatives. The plan will be designed to compare the overall benefits, costs, and impacts for the defined PROJECT alternatives. The plan will identify criteria related to mobility and travel patterns, economic development opportunities, as well as compatibility with natural, manmade and social environments. The intent of the effort is to provide a sufficient level of detail to screen alternatives and support decisions regarding feasibility during Phase 1 of the study. The general categories used to report the results of the evaluation will include the following:
  - Effectiveness. The extents to which alternatives address the relevant transportation problems identified in the corridor, and introduce economic development opportunities.
  - Impacts. The extent to which alternatives impact, positively or negatively, nearby natural resources and neighborhoods, air quality, the adjacent transportation networks and facilities, land use, the local economy, transit oriented development, and other identified issues and concerns.
  - Cost Effectiveness. The extent to which the costs of the alternatives are commensurate with their benefits.
  - Financial Feasibility. The extent to which funds that are required to build and operate the alternatives are likely to be available.
  - Equity. Whether the costs and benefits of alternatives are distributed fairly across different population groups.

The plan will include a definition of the criteria to be used in the evaluation of alternatives and provide an explanation of the methodology to be used in applying the criteria and performing evaluations during Phase 1 of the study.

*Task 3 Deliverable:*

- Technical Memorandum documenting study area conditions, regional transit connection concepts, issues/opportunities, purpose and need statement, PROJECT objectives, and evaluation plan

#### Task 4. Preliminary Definition of Alternatives

The CONSULTANT will prepare basic information regarding potential extension alignments, vehicle technologies, and system modernization alternatives addressing PROJECT objectives in the defined study area. The definition of alternatives will establish the key differences between alternatives and screen alternatives down to a limited number to facilitate the selection of a preferred alternative. While the study will coordinate with other regional transit initiatives, such as the HART Premium Transit Study and identifying how it may enable future transit connections to other parts of the CITY and region, the definition of alternatives will be limited to clearly defining the Tampa Streetcar operating parameters within the study area. The task activities will be limited to the following:

- ◆ **Team Workshop on Alternatives.** The CONSULTANT will facilitate a workshop with CITY staff and the PROJECT Study Management Team to review alternatives presented in past studies and additional alternatives for consideration in the Phase 1 screening process. The CONSULTANT will indicate potential fatal flaws and other issues by potential alternative, and recommend a short list of three alternatives to carry through a high level conceptual design and evaluation process. The CITY will have approval authority on any recommendations.
- ◆ **Definition of Extension Alignments.** The CONSULTANT will define three alignment alternatives for the extension of the system north, with at least one alignment alternative serving the vicinity of the Marion Transit Center and at least one north to the area around Henderson Avenue, 7<sup>th</sup> Avenue and Palm Avenue in Tampa Heights.. The level of detail for the definition of alternatives will be limited to establishing the key differences among the alternatives and supporting the preparation of Phase I conceptual level capital and operating/maintenance costs, and a preliminary assessment of environmental impacts. The intent is to provide a similar conceptual level of detail for each alternative, and avoid a level of detail more appropriate to Project Development under the future Phase 2 authorization. The alternative definition will provide the following:
  - Description and mapping of each alignment with typical cross sections.
  - Station locations and general characteristics.
  - Identification of readily known utilities, right-of-way, and key geometric constraints.
  - Identification of connections to existing and planned transit services.
- ◆ **Vehicle Technology Alternatives.** The CONSULTANT will conduct an evaluation of alternative vehicle types and technologies, including the use of existing heritage streetcars, modern streetcars, and potentially others to be identified by the CONSULTANT and CITY staff, and in consideration of guidance from the PROJECT Study Management Team. For each of the agreed upon alternative technologies, the CONSULTANT will assess vehicle requirements and options including type, capacity, guideway and operating environment requirements, station requirements, and power and control system requirements.
- ◆ **System Modernization Options.** The CONSULTANT will evaluate existing streetcar facilities using the recently completed conditions assessment prepared for the CITY, and prepare recommendations for modernization, including the following:
  - Track upgrades and related right-of-way requirements to accommodate alternative vehicle technologies.
  - Modifications to existing tracks to address drainage, pedestrian facilities, Americans with Disability Act (ADA) requirements, and other issues identified on the existing system.
  - Traction power systems upgrades including preliminary analysis to determine the appropriate traction power system for the streetcar extension and upgrades to overhead contact system for the existing streetcar system.
  - Vehicle Maintenance and Storage Facility (VMSF) renovation or replacement including evaluation of potential locations and preliminary cost for property acquisition and construction of new facilities.

- ◆ **Station Concepts.** The CONSULTANT will prepare concepts for the design of a typical station as well as identify a typical improvement design for existing stations.
- ◆ **Preliminary Ridership.** The CONSULTANT will prepare preliminary ridership estimates for the agreed upon alternatives. The CONSULTANT will utilize census data and available HART transit ridership, complete the level of analysis appropriate for this Phase 1 Feasibility Study level comparison of alternatives, and will focus on generating preliminary ridership estimates used to differentiate between the alternatives.
- ◆ **Preliminary Operational Concepts.** The CONSULTANT will prepare preliminary recommendations for system operations which will serve as the basis for the preparation of preliminary estimates of operational costs. The level of detail for the concepts will be appropriate for a feasibility level comparison of alternatives.
- ◆ **Preliminary Assessment of Utility Impacts.** The CONSULTANT will review readily available information provided by CITY staff and in consideration of guidance from the PROJECT Study Management Team regarding the location of utilities along and crossing the alternative alignments, and will identify potential differences in the extent and type of impacts by alternative.
- ◆ **CSX Crossing Evaluation.** The CONSULTANT will coordinate with CITY staff and consider guidance from the PROJECT Study Management Team to conduct a general evaluation of impacts and alternatives associated with the crossing of the CSX tracks. The definition of alternatives and alignments will be significantly influenced by decisions on potential CSX crossing options.
- ◆ **Capital and Operating Costs.** The CONSULTANT will prepare estimates of capital costs and operations and maintenance costs associated with the agreed upon alternatives. Capital cost reporting will generally follow FTA Standard Cost Categories (SCC) but at a level of detail appropriate for this Phase 1 feasibility level comparison of alternatives.

*Task 4 Deliverable:*

- Phase 1 Preliminary Alternatives Technical Memorandum documenting the definition of alternatives, vehicle technology alternatives, and system modernization options.

## **Task 5. Evaluation of Environmental and Community Issues**

The CONSULTANT will prepare an initial high-level review of the potential social, economic, and environmental impacts of each alternative within the study area using available data. While the intent is not to conduct a full formal National Environmental Policy Act (NEPA) analysis, the CONSULTANT will identify potential environmental and community impacts that can be fatal flaws and/or will not be reasonably mitigated. Evaluation criteria factors and assumptions regarding the level of detail appropriate for screening alternatives and assessing feasibility are summarized below:

- Environmental, Cultural, and Natural Resources. Evaluation based on the preliminary identification of potential impacts by resource category.
- Environmental Justice. Identification of potential impacts to underprivileged and disadvantaged communities within the study area
- Noise and Vibration. Evaluation based on the preliminary identification of sensitive facilities.
- Air Quality. Evaluation based on high level assumptions regarding potential changes in vehicle miles traveled (VMT).
- Social Impacts. Evaluation based on potential impacts following general FTA guidance.

- Land Use. Evaluation based on preliminary transit supportive land use analysis, including review of adopted, supporting land use plans and policy, and planned and approved development.
- Traffic and Street Parking Impacts. Conduct a high level analysis of impacts to local traffic based on a review of readily available volume and capacity data from existing data sources provided by CITY staff and in consideration of guidance from the PROJECT Study Management Team. Modeling of traffic impacts is not included in this task.

The assessment of alternatives and alignments will be documented and used to support subsequent tasks, including Phase 2 activities and PROJECT review by FTA.

*Task 5 Deliverable:*

- Environmental and Community Evaluation Results Technical Memorandum

**Task 6. Preparation of Request Letter to FTA**

At the conclusion of the Feasibility Study, the CONSULTANT and the CITY will identify a recommended set of alternatives to be studied further in Phase 2 and to be presented to FTA. Guidance from the PROJECT Study Management Team will be considered in the development of recommendations. The CONSULTANT will outline a funding strategy for project development, design, construction and operation of the system, and will outline an implementation plan and timeline for advancing the PROJECT. Assuming the implementation plan includes pursuit of FTA Small Starts funding from the Capital Investment Grant (CIG) program, the CONSULTANT will prepare the required Request Letter and supporting documentation for the CITY to submit to FTA's Office of Planning and Environment for approval to enter the Small Starts Project Development phase. The Request Letter to FTA will document the planning process to date and identify the shortlist set of alternatives remaining under consideration for the proposed project development phase. The letter and supporting documentation will be consistent with the format and content in FTA guidelines. The CONSULTANT will work with the CITY and consider guidance from the PROJECT Study Management Team in preparation of the funding/implementation strategy and letter.

*Task 6 Deliverables:*

- Technical Memorandum with Preliminary Funding Strategy and Implementation Plan
- Draft Request Letter to FTA

## PHASE 2: PROJECT DEVELOPMENT

The purpose of Phase 2 is to select and further define the preferred alternative for extensions and modernization based on information assembled during Phase 1 of the study, and to complete project development activities on the Preferred Alternative. The specific scope and level of effort required for Phase 2 may differ depending on the course of action decided by the CITY regarding pursuit of FTA New/Small Starts funding and the request for FTA approval to initiate the New/Small Starts Project Development phase. The Phase 2 scope of work is consistent with the process and level of detail outlined in the FTA "Final Interim Policy Guidance Federal Transit Administration Capital Investment Grant Program" dated August 2015, the National Environmental Policy Act (NEPA), as well as local and state planning and regulatory practices, including the FDOT Project Development and Environment (PD&E) Manual (noting that Chapter 14 on Transit Project Delivery has not yet been updated by FDOT to reflect new guidance from FTA). Phase 2 will not begin until directed by the CITY following response from FTA on the request to initiate Small Starts Project Development. Once initiated, Phase 2 will be completed within six to twelve months, depending largely on the environmental review class of action and design level of detail.

### Task 7. Public Engagement and Agency Outreach

The CONSULTANT will build upon Phase 1 activities to ensure that the concerns and issues of those with a stake in the proposed transit corridor are identified and addressed. Phase 2 activities will consist of the following:

- Four Public Workshops. Public workshop will offer attendees a chance to review the concept plan and initial details on the alignment alternatives considered and the proposed alignment, and provide comment. There will be no formal presentation or opportunity for formal public comment at these workshops. One workshop will be held in each of the geographic areas that make up the PROJECT corridor: Downtown, Channelside, Ybor City and Tampa Heights.
- PROJECT Website Material. Updated materials will be prepared and posted on the PROJECT-specific web page on the City's web site. The PROJECT-specific web page will be maintained and updated on a periodic basis during Phase 2.
- Social Media. Social media channels will be created and monitored on a regular basis. Channels will include Facebook, Twitter, Instagram and Snapchat.
- Email Blasts. Emails will be distributed on a regular basis with updates about the PROJECT, to a list of people that have opted-in to receive this information.
- Media outreach. The CONSULTANT will support the CITY in preparation of media outreach materials and contacts.
- Small Group Meetings. Six small group meetings will be held during Phase 2. Participants may include representatives from local business and community groups who have a vested interest in the PROJECT.
- Agency Outreach. Six agency outreach meetings will be held during Phase 2. Participants may include representatives from such entities as CSX Corporation, Hillsborough County MPO, Tampa Downtown Partnership, Hillsborough County, and the Tampa-Hillsborough Expressway Authority.
- Public Hearing. One public hearing will be held at the project development phase. The meeting will give the public an opportunity to speak on the finalized design at this time. The CONSULTANT will complete meeting logistics, meeting notice, prepare meeting materials, attend and document the meeting.

Additional engagement, communication, and media relations support, including preparation of a public involvement plan and public involvement summary report may be completed as additional services.

#### *Task 7 Deliverables:*

- Preparation of materials and support for engagement and communication activities

## Task 8. Definition of Preferred Alternative

Based on the results of the analysis and feedback from agency consultation and public engagement activity, the CONSULTANT will prepare a recommendation for a Preliminary Preferred Alternative for the extension and modernization.

- ◆ **Alternative Evaluation.** The CONSULTANT will evaluate the alternatives prepared during Phase 1 following the methodology described in the Evaluation Plan and using the results of work completed under Tasks 6 and 7. Results will be summarized in a brief narrative and matrix.
- ◆ **Team Workshop on Alternatives.** The CONSULTANT will facilitate a workshop with CITY staff and the PROJECT Study Management Team to review alternatives studied in Phase 1 and to identify a Preferred Alternative or, at a minimum, a defined subset of Final Alternatives for further action. The CITY will have approval authority on any recommendations.
- ◆ **Preferred Alternative Memorandum.** The CONSULTANT will prepare a summary definition of the Preferred Alternative for streetcar extension and modernization to serve as the basis for project development and environmental review, and implementation planning. Specific PROJECT descriptions will include:
  - Alignment and station stop locations (and any right-of-way requirements).
  - Integration with regional transit network and proposals.
  - Vehicle maintenance and storage facility.
  - Vehicle technology and power supply.
  - Preliminary operating plan.

### *Task 8 Deliverable:*

- Preferred Alternative Technical Memorandum documenting the alignment and stop locations, integration with the regional network, vehicle maintenance and storage facility, vehicle technology and power supply, and preliminary operating plan.

## Task 9. Environmental Review Process

The CONSULTANT will work with CITY staff and consider guidance from the PROJECT Study Management Team to determine the appropriate environmental review process for the PROJECT. If the CITY desires to pursue federal funding or provide flexibility for access to federal funds or financing in the future, federal National Environmental Policy Act (NEPA) review is required. If no federal funds are used for the PROJECT, only a State Environmental Impact Report (SEIR) is required.

The CONSULTANT will coordinate with the Federal Transit Administration (FTA), the Florida Department of Transportation (FDOT) and the CITY of Tampa to determine the appropriate environmental class of action. The CONSULTANT assumes the PROJECT improvements will be located primarily within the existing right-of-way and may require a Categorical Exclusion or similar level of environmental documentation. While the PROJECT's Vehicle Maintenance and Storage Facility (VMSF) and traction power substations that may require acquisition of additional right-of-way, the CONSULTANT will work towards reducing the level of impact. The CONSULTANT will also review the applicability of previously completed environmental documentation to support this current effort. The environmental support documentation requirements and task descriptions are described in Task 11: Environmental Compliance and Documentation.

### *Task 9 Deliverable:*

- NEPA Class of Action Determination or SEIR determination memorandum if federal funding not pursued.

## Task 10. Project Development

### 10.1 Conceptual Engineering

The CONSULTANT will prepare conceptual engineering plans of the Preferred Alternative for extension and modernization. First, the CONSULTANT will prepare a simple basis of design identifying assumptions on vehicle characteristics, minimum curve radius, vertical clearance, track spacing, and other design features to set the design guidelines. The goal of this overall task is to more definitively establish the physical and operational requirements of the proposed PROJECT, the associated costs, benefits and potential impacts, and to set the stage for eventual advanced engineering and final design. Throughout this task, particular emphasis will be placed on those areas with the greatest unknowns, risks, and potential impacts on the PROJECT's overall costs. The CONSULTANT will prepare drawings at a scale acceptable to the CITY addressing track alignment, traffic and pedestrian integration, utilities, station stops and facilities. Vertical design will not be included.

- ◆ **Vehicle Technology and Power Supply.** The CONSULTANT will identify the conceptual design parameters for the transit vehicle technology and power supply for the Preferred Alternative. Items to be addressed include basic vehicle length, width, turning radius, capacity, percentage of low-floor and accessibility, power supply and systems requirements. Special attention will be given to the ability of the preferred technology to operate on the existing and extension alignment, and on addressing the crossing of existing CSX tracks.
- ◆ **Streetcar Track or Transit Guideway Alignment.** The CONSULTANT will refine the general alignment drawings prepared during earlier feasibility studies and Phase 1 for the PROJECT, identify strategies to accommodate a CSX crossing, and prepare conceptual engineering design level plans, including:
  - Civil/roadway considerations including, but not limited to, section and plan views showing layout of existing conditions, proposed roadway improvements, curb and gutter, sidewalk, intersection improvements, bicycle accommodations, and impacts to existing infrastructure including utilities.
  - Track way design plans including typical sections, typical track slab details, and appropriate general information sheets, limits of construction, required locations for crossovers, turnouts, or passing tracks, and features for pedestrian and bicycle safety.
  - Typical track way design considerations including thickness and reinforcement of the track slab, rail type and attachment method, flange way design, noise, vibration, and electrical isolation, and special treatments of the track way located above or adjacent to utilities.
  - Systems design development considerations including traction power systems, refined models for the traction power system, conceptual Overhead Contact System (OCS) design assumptions, substation locations, source power locations, and traffic signal systems.
- ◆ **Traffic.** The CONSULTANT will document existing and projected traffic conditions along the Preferred Alignment to support a preliminary design that will operate within the existing street right-of-way with minimal adverse impact. The CONSULTANT will evaluate multi-modal transportation safety associated with the proposed alignments, to identify problematic locations in the transportation network, and to minimize impact on any existing safety issues. The CONSULTANT will complete additional traffic data collection on the Preferred Alignment right-of-way in conformance with CITY of Tampa guidelines to support conceptual design level of detail.
- ◆ **Utilities.** The CONSULTANT will assemble and review existing major utility mapping to identify potential conflicts associated with the preferred alignment for streetcar extension and modernization. The CONSULTANT will also support the CITY in early stages of the utility coordination process, including early discussions with utilities to discuss approach, obtain as-built drawings and start the dialog on establishing the formal guidelines for identifying conflicts.

- ◆ **Systems Design Development.** The CONSULTANT will identify conceptual design level plans and elements for systems design relevant to the vehicle and power supply technology selected for the Preferred Alternative. Conceptual level requirements will be identified as input to capital cost estimation for potential transit systems elements including power supply, communications, signaling, and fare collection.
  
- ◆ **Station Design Development.** The CONSULTANT will prepare conceptual design level plans for station stops for the Preferred Alternative, including new stops identified for an agreed upon extension as well as any modifications required for modernization. Station conceptual design will address the following aspects for station stops for the PROJECT, at a level of detail appropriate for this conceptual level of design:
  - Platform location, dimensions, and access points.
  - Platform amenities configuration (seating, shelter, signing, ticket vending, etc.).
  - Canopy/shelter architecture.
  - Landscaping, grading and drainage.
  - Utility location and potential adjustments.
  - Property/right-of-way requirements.
  - Communications, lighting, safety, and security considerations.
  - Compliance with ADA requirements.
  - Pedestrian and bicycle accessibility.
  - Ongoing maintenance requirements and costs.
  
- ◆ **Facilities Design Development.** The CONSULTANT will identify needs and options for the VMSF to accommodate the complete system incorporating the Preferred Alternative extension and modernization. The CONSULTANT will confirm the programming needs for the facility, including opening year and horizon year revenue vehicle fleet size, administrative, maintenance, and operational uses. The CONSULTANT will coordinate with the CITY and HART on confirming VMSF needs and constraints, including meeting with key representative staffing Operations, Facilities Maintenance, Vehicle Maintenance, Maintenance of Way, Safety, Service Planning and Engineering, and any other group necessary.

## 10.2 Operational Plans

The CONSULTANT will prepare an Operations Plan for the Preferred Alternative. The CONSULTANT will estimate a low-and-high range for proposed levels of service and resulting operating requirements and costs, applying local data and lessons learned from review of operating streetcar systems and projects under construction. The CONSULTANT will coordinate with the CITY and HART on ensuring application of locally-based operating and labor assumptions. The Operating Plan will examine impacts on streetcar travel times and reliability as a result of traffic conditions along the alignment as well as CSX track crossing(s).

The Operating Plan and annual O&M cost estimate will include the following items, at a minimum:

- Number and location of stations (and estimated dwell times).
- Station to station travel times and frequencies (headway) by time period.
- Span of service (hours).
- Number of vehicles and operators required.
- Number of vehicle miles and vehicle hours operated.
- Fare collection policy and procedures.

### 10.3 Ridership

The CONSULTANT will apply the FTA Simplified-Trips-on-Project-Software (STOPS) ridership forecasting tool to complete ridership estimates for the Preferred Alternative, building on preliminary analysis completed in Phase 1. The CONSULTANT will utilize census data and available HART transit ridership, following close coordination with CITY and HART staff.

Specific sub-tasks include:

- Update model inputs for the most recent operating STOPS Version available, applying stop locations in the Preferred Alternative and the Draft Operating Plan.
- Run base year no-build model.
- Run forecast year build and no-build models.
- Add special events ridership.
- Review draft results.
- Finalize, summarize results, and prepare technical memorandum.

In addition, the CONSULTANT will complete a preliminary analysis of the Small Starts rating applying the ridership estimates produced in this task.

### 10.4 Capital Costs Estimates

The CONSULTANT will prepare a cost estimation methodology report followed by a conceptual engineering-level capital cost estimate for the Preferred Alternative, based on current costs and estimates from similar projects taking into account local cost factors.

The capital cost estimate will be prepared using the Federal Transit Administration (FTA) Standard Cost Categories (SCC) workbook. The SCC format is used for projects that may pursue federal funds through grants to help finance a transit project. Whether or not the PROJECT does pursue federal funding, the SCC format is still useful for capital cost reporting, and can help compare the estimated cost for this PROJECT to other similar projects. The FTA SCC workbook will also be useful in reporting the annualized cost to build based on a PROJECT schedule, and includes factors such as inflation and grant sources. Costs are prepared in the following SCC categories:

- Category 10: Guideway and Track Elements
- Category 20: Stations, Stops, Terminals and Intermodal
- Category 30: Support Facilities: Yards, Shops, and Administrative Buildings
- Category 40: Sitework and Special Conditions
- Category 50: Systems
- Category 60: Right-of-Way, Land, and Existing Improvements
- Category 70: Vehicles
- Category 80: Professional Services
- Category 90: Unallocated Contingency
- Category 100: Finance Charges

### 10.5 Operating and Maintenance Cost Estimates

The CONSULTANT will prepare a draft annual operating and maintenance (O&M) cost estimate based on the operating plan for the Preferred Alternative. The CONSULTANT will estimate a low-and-high range for proposed levels of service and resulting operating requirements and costs, applying local data and lessons learned from review of operating systems and projects under construction. The CONSULTANT will coordinate with the CITY and HART on ensuring application of locally-based operating and labor assumptions, and wage rates.

The CONSULTANT will update an operating and maintenance (O&M) cost model based on recent service and financial data for the service area, and historical cost data for applicable transit modes. The CONSULTANT will develop an opening year annual O&M costs for the Preferred Alternative, developed for year 2016 and escalated to the opening year. The opening year will be determined by the CITY with guidance from the PROJECT Study Management Team and advice from the CONSULTANT. O&M costs will include the following:

- Transit and streetcar operations.
- Maintenance of equipment, facilities and stations.
- Administration, including marketing and insurance.

In addition to opening year costs, the CONSULTANT will prepare and document 20-year life cycle costs. The CONSULTANT will document the method used for escalating costs (inflation rates, etc.), and will make adjustments if a new opening date is determined during the course of the study. In addition, the CONSULTANT will prepare estimates of start-up costs necessary to get the transit system operational. These may include costs for hiring and training of staff, system testing, marketing, safety reviews and testing, and other relevant start-up costs.

*Task 10 Deliverables:*

- Conceptual Engineering Plans
- Major Utilities Conflict Matrix
- Operations Plan Technical Memorandum
- Ridership Technical Memorandum documenting ridership estimates and presenting results
- Capital Cost Technical Memorandum documenting capital cost estimates and presenting results
- O&M Cost Technical Memorandum documenting methodology and results

## **Task 11. Environmental Compliance and Documentation**

The CONSULTANT will perform environmental analyses and compliance assessments to achieve environmental compliance, approvals and to identify the permits applicable during PROJECT design, engineering, and construction. The Project Development task will provide the PROJECT definition for socio-economic, natural, physical, and social effects of the PROJECT. The CONSULTANT assumes the PROJECT improvements will be located primarily within the existing right-of-way and may require a Categorical Exclusion (CE), Supplemental Environmental Assessment (S-EA) or similar level of effort to complete the environmental documentation, as determined in Task 9. The CONSULTANT's scope of work and associated fee for this task assumes that the environmental review will focus on the specific alignment for the extension Preferred Alternative as well as specific locations along the existing Tampa Streetcar alignment with potential impacts as a result of proposed modernization actions and any new or significantly modified facilities. The CONSULTANT's products will follow current FTA efforts to streamline environmental documentation and to produce concise, focused, and easy to read documents. The CONSULTANT will perform under this task:

### **11.1 Cultural Resources**

A Cultural Resource Assessment Survey (CRAS) will be prepared including archaeological desktop analysis as well as the historic resources survey results. Florida Master Site File forms, Survey Log sheets, and other necessary documents will be included within the CRAS.

A Section 106 Determination of Effects Report includes an analysis of effects to all relevant National Register-eligible or National Register-listed resources identified during the CRAS. The report focuses on the discussion of effects that the PROJECT improvements will have on the resources. During the assessment of effects, the Criteria of Adverse Effect established by the Section 106 regulations will be applied to the historic resources, and both primary and secondary impacts to the resource will be evaluated. This report serves as the preliminary documentation for determining potential effects and mitigation measures. Components of the report includes a description of the

PROJECT improvements and its benefits, historical context, description of National Register-listed properties, discussion of potential effects to the historic properties, and a description of measures proposed to mitigate adverse effects.

### **11.2 Noise/Vibration Analysis and Documentation**

The CONSULTANT will analyze the noise and vibration impacts of the proposed PROJECT using guidance from the FTA. The CONSULTANT will identify noise sensitive receivers, monitor existing noise levels and estimate future PROJECT related noise impacts. The uses along the alignment will be inventoried to determine if there are any vibration-sensitive facilities, such as medical facilities with vibration-sensitive equipment or recording studios, to determine if vibration control measures may be necessary for the PROJECT.

### **11.3 Air Quality Analysis**

The CONSULTANT shall gather data and perform the air quality screening analysis, including documenting the attainment status of the region and the effect of the PROJECT improvements on regional emissions.

### **11.4 Natural Resources/Social Resources and Effects Evaluation**

The following issue areas will be evaluated for impacts as a result of the proposed extension and modernization:

- Land Use
- Acquisitions and Displacements/Relocation Potential
- Neighborhoods/Social
- Economic
- Environmental Justice
- Community Facilities
- Aesthetics
- Public Parklands
- Safety and Security
- Traffic/Parking and Accessibility/Mobility
- Wetlands and Ecologically Sensitive Areas
- Essential Fish Habitat
- Floodplains and Drainage
- Water Quality
- Special Designations/Outstanding Florida Waters/Aquatic Preserve
- Endangered Species/Wildlife and Habitat
- Hazardous Materials/Contamination
- Construction Impact Analysis
- Section 4(f) Evaluation (if required)

Documentation will be prepared for each of the impact areas summarizing the assessment methodology and findings.

### **11.5 Environmental Documentation**

A preliminary internal draft of the environmental review documentation (e.g., Draft CE, Draft EA or Draft Supplemental EA) will be prepared and circulated to CITY staff and the PROJECT Study Management Team for review and comments. The CITY will have approval authority for the documentation. The environmental review documentation will focus on the specific alignment for the extension Preferred Alternative as well as specific locations along the existing Tampa Streetcar alignment with potential impacts as a result of proposed modernization actions and any new or significantly modified facilities. A second draft will be prepared and circulated for internal review and

comments by the FTA and FDOT prior to finalizing the Draft CE, S-EA or similar for public distribution. The CONSULTANT will prepare a distribution list, prepare appropriate notice of availability announcements and be responsible for the document production.

A Public Hearing will be held during the environmental document review and comment period, as previously outlined in the Public Engagement Plan. Upon closure of the draft environmental document review and comment period, the CONSULTANT will work with FTA and FDOT (or other designated lead federal agency) in preparing the request for Finding of No Significant Impact (FONSI) documentation. Included in the FONSI will be responses to substantive comments, changes to the alternatives/impacts as a result of the EA/SEIR review, definition of the Preferred Alternative and final mitigation measures.

*Task 11 Deliverables:*

- Cultural Resources Assessment Survey
- Section 106 Determination of Effects
- Noise and Vibration Analysis
- Air Quality Technical Memorandum
- Environmental Support Documents
- National Environmental Policy Act (NEPA) Documentation

## **Task 12. Funding Strategy and Implementation Plan**

Based on input from the CITY and guidance from the PROJECT Study Management Team, the CONSULTANT will identify a range of federal, state and local funding sources to support capital costs for further project development, design and construction, as well as ongoing operating and maintenance costs. The identification and assessment of funding sources will be dependent on strategy agreed to on pursuit of federal funding, any application of local value capture mechanisms, fare policy and revenue estimates, and any alternative funding/financing approach. The CONSULTANT will also consider innovative capital and operating funding and financing strategies that have been successfully applied in other streetcar and light rail projects in the U.S. In conjunction with the funding and financing strategy, the CONSULTANT will prepare a preliminary implementation plan to address issues such as potential project phasing (for extension and modernization), project delivery methods, and governance options (for design/construction, ownership of assets, operations and maintenance, funding). The funding strategy and implementation plan will be documented in a technical memorandum.

The CONSULTANT will apply data assembled in the previous study phases to complete FTA Small Starts project evaluation and rating templates to approximate the potential FTA rating for the Preferred Alternative. The CONSULTANT will adhere to the latest Policy Guidance and Reporting Instructions released by FTA. The preliminary assessment of Small Starts rating will be documented in a Technical Memorandum.

*Task 12 Deliverables:*

- Memorandum presenting anticipated initial Small Starts rating
- Funding Strategy and Implementation Plan Technical Memorandum

## **Task 13. Assistance with Grant Applications**

The CONSULTANT will support the CITY in preparation of a federal grant application and related requirements. The CITY may decide to apply for a Transportation Investment Generating Economic Recovery (TIGER) grant, a Small Starts grant agreement, or some additional federal program to be determined. The current scope and fee includes an allowance to support the preparation of one of following grant applications listed below (e.g., TIGER, Small Starts, or Other), as determined by the CITY.

#### **A. TIGER Grant Application Submittal Package and Benefit-Cost Analysis**

If determined as the preferred grant application, the CONSULTANT will compile information from studies, analysis, modeling and evaluation prepared in previous tasks for submittal to enable FTA to evaluate and rate the Existing Streetcar Modernization among the TIGER Grant applications.

To meet requirements for the submittal of a TIGER grant application, the CONSULTANT will prepare a Benefit-Cost Analysis in adherence with United States Department of Transportation (USDOT) TIGER guidance to provide a quantitative valuation of life-cycle costs of the PROJECT weighed against PROJECT benefits including mobility, environmental, economic, development, and fiscal.

#### **B. Small Starts Application Submittal Package**

If determined as the preferred grant application, the CONSULTANT will compile information prepared during previous PROJECT phases and prepare documents for submittal to FTA as part of the Small Starts applications process. The submittal documents shall be in conformance with "Reporting Instructions for the Section 5309 Small Starts Criteria" and will include:

- General Reporting Information
- PROJECT Background Information
  - *PROJECT Description (alignment, station locations, maintenance yard and shop, systems)*
  - *PROJECT Narrative*
  - *PROJECT Maps*
- Travel Forecasts (user benefit forecasts).
- Operations and Maintenance Costs Estimates.
- Capital Costs Estimates (FTA SCC format)
- Project Justification Criteria
- Mobility Improvements
- Cost Effectiveness (current year and horizon year index)
- Congestion Relief
- Land Use (transit supportive existing and future patterns)
- Economic Development
- Environmental Benefits
- Local Financial Commitment Criteria
- Current Condition (Capital and Operating)
- Local Financial Commitment of Funds (Capital and Operating; 20 year cash flow, audited financial statements).
- Reliability/Financial Capacity (Capital and Operating)

#### **C. Support Other Grant Application Submittal Packages**

If determined as the preferred grant application, the CONSULTANT will compile information prepared in previous tasks to support the submittal of other federal or state grant applications, as identified and agreed to by the CITY during the completion of the funding and financing plan.

### **Task 14. Assessment of Land Use and Economic Development Impacts**

The CONSULTANT will prepare an assessment of the land use and economic impacts to quantify the potential overall economic benefits to the City of Tampa resulting from the PROJECT implementation. In addition to general interest to the CITY and stakeholders, this study assessing these impacts will be used to support potential grant funding applications to be determined, including the FTA Small Starts, TIGER and other potential grants, and

demonstrate the cost benefit value for the PROJECT. The impact assessment will identify existing baseline economic conditions using readily available data, and estimate the potential additional economic growth, such as land values, fiscal impacts, etc., derived from additional development that would occur within one-half mile of the study corridor.

*Task 14 Deliverable:*

- o Land Use and Economic Development Impact Assessment Report

## **OTHER**

### **Task 15. Owners Allowance**

This task provides for an allowance in the event that SERVICES which are not specifically identified above, are needed or required. SERVICES beyond those defined in Tasks 1 through 14 shall be negotiated with the CONSULTANT. Notwithstanding anything herein to the contrary, any charge to the allowance amount(s) must be approved by the City in advance and in writing. If not so approved, the charge will be deemed to be at Consultant's sole cost without reimbursement. The only allowances allowed are those clearly identified in the Agreement (including this and other incorporated exhibits). Any remaining allowance amounts shall belong 100% to the City.

EXHIBIT B

Fee Table  
 16-D-00002 Streetcar Extension and Modernization Feasibility Study  
 7/11/2016

	HDR	Kimley Horn	B2 Comm.	Boothe Transit Assoc.	SOJ	LTK	MDG	Environ. Consultants	TOTAL
<b>PHASE 1 &amp; 2 TOTAL</b>									
<b>PHASE 1: CONCEPT DEVELOPMENT &amp; FEASIBILITY ANALYSIS</b>									
1. Study Management Work Plan	\$32,580	\$3,080	\$0	\$5,000	\$0	\$0	\$0	\$0	\$40,660
2. Public Engagement and Agency Outreach	\$18,300	\$6,310	\$30,000	\$5,000	\$0	\$0	\$0	\$0	\$59,610
3. Problem Statement and Evaluation Plan	\$15,880	\$37,260	\$0	\$0	\$0	\$0	\$0	\$0	\$53,140
4. Conceptual Design & System Modernization Options	\$96,780	\$41,050	\$0	\$0	\$10,000	\$12,500	\$10,000	\$0	\$170,330
5. Evaluation of Environmental & Community Issues	\$9,400	\$72,620	\$0	\$0	\$0	\$0	\$0	\$0	\$82,020
6. Preparation of Request Letter to FTA	\$23,300	\$3,240	\$0	\$15,000	\$0	\$0	\$0	\$0	\$41,540
<b>Phase 1 Fee</b>	<b>\$196,240</b>	<b>\$163,560</b>	<b>\$30,000</b>	<b>\$25,000</b>	<b>\$10,000</b>	<b>\$12,500</b>	<b>\$10,000</b>	<b>\$0</b>	<b>\$447,300</b>
<b>PHASE 2: PROJECT DEVELOPMENT &amp; ENVIRONMENTAL</b>									
7. Public Engagement & Agency Outreach	\$73,160	\$22,540	\$80,000	\$10,000	\$0	\$0	\$0	\$0	\$185,700
8. Preferred Alternative	\$26,520	\$26,660	\$0	\$5,000	\$0	\$0	\$0	\$0	\$58,180
9. Environmental Review Process	\$3,620	\$11,020	\$0	\$0	\$0	\$0	\$0	\$0	\$14,640
10. Project Development	\$196,840	\$136,260	\$0	\$0	\$20,000	\$40,000	\$20,000	\$30,000	\$443,100
11. Environmental Compliance / Documentation	\$130,930	\$161,080	\$0	\$0	\$0	\$0	\$0	\$15,000	\$307,010
12. Funding and Implementation Plan	\$37,700	\$11,640	\$0	\$10,000	\$0	\$0	\$0	\$0	\$59,340
13. Support Federal Grant Applications	\$38,280	\$27,960	\$0	\$10,000	\$0	\$0	\$0	\$0	\$76,240
14. Land Use and Economic Development Assessment	\$29,780	\$31,100	\$0	\$0	\$0	\$0	\$0	\$0	\$60,880
<b>Phase 2 Fee</b>	<b>\$536,830</b>	<b>\$428,260</b>	<b>\$80,000</b>	<b>\$35,000</b>	<b>\$20,000</b>	<b>\$40,000</b>	<b>\$20,000</b>	<b>\$45,000</b>	<b>\$1,205,090</b>
<b>OTHER</b>									
15. Owners Allowance	\$9,400	\$15,600	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
<b>FEE SUMMARY BY PHASE</b>									
<b>PHASE 1</b>	<b>\$196,240</b>	<b>\$163,560</b>	<b>\$30,000</b>	<b>\$25,000</b>	<b>\$10,000</b>	<b>\$12,500</b>	<b>\$10,000</b>	<b>\$0</b>	<b>\$447,300</b>
<b>PHASE 2</b>	<b>\$536,830</b>	<b>\$428,260</b>	<b>\$80,000</b>	<b>\$35,000</b>	<b>\$20,000</b>	<b>\$40,000</b>	<b>\$20,000</b>	<b>\$45,000</b>	<b>\$1,205,090</b>
<b>OTHER</b>	<b>\$9,400</b>	<b>\$15,600</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$25,000</b>
<b>TOTAL</b>	<b>\$742,470</b>	<b>\$607,420</b>	<b>\$110,000</b>	<b>\$60,000</b>	<b>\$30,000</b>	<b>\$52,500</b>	<b>\$30,000</b>	<b>\$45,000</b>	<b>\$1,677,390</b>

Fees for the services as described in Exhibit A, Tasks 1-14, will be billed on a lump sum (by task) basis. Task 15 (Owners Allowance) is a not-to-exceed amount at City's option. Invoices will be submitted on a monthly basis with the required DMI forms.

## CITY OF TAMPA INSURANCE REQUIREMENTS

During the life of the award/contract the Awardee/Contractor shall provide, pay for, and maintain insurance with companies authorized to do business in Florida, with an A.M. Best rating of B+ (or better) Class VII (or higher), or otherwise be acceptable to the City if not rated by A.M. Best. All insurance shall be from responsible companies duly authorized to do business in the State of Florida.

All commercial general liability insurance policies (and Excess or Umbrella Liability Insurance policies, if applicable) shall provide that the City is an additional insured as to the operations of the Awardee/Contractor under the award/contract including the additional insured endorsement, the subrogation waiver endorsement, and the Severability of Interest Provision. In lieu of the additional named insured requirement, if the Awardee/Contractor's company has a declared existing policy which precludes it from including additional insureds, the City may permit the Contractor to purchase an Owners and Contractors Protective Liability policy. Such policy shall be written in the name of the City at the same limit as is required for General Liability coverage. The policy shall be evidenced on an insurance binder which must be effective from the date of issue until such time as a policy is in existence and shall be submitted to the City in the manner described below as applicable to certificates of insurance.

The insurance coverages and limits required must be evidenced by a properly executed Acord 25 Certificate of Insurance on form or its equivalent. Each Certificate must be personally manually signed by the Authorized Representative of the insurance company shown in the Certificate with proof that he/she is an authorized representative thereof. Thirty days' written notice must be given to the City of any cancellation, intent not to renew, or reduction in the policy coverages, except in the application of the aggregate liability limits provisions. Should any aggregate limit of liability coverage be reduced, it shall be immediately increased back to the limit required by the contract. The insurance coverages required herein are to be primary to any insurance carried by the City or any self-insurance program thereof.

The following coverages are required:

A. Commercial General Liability Insurance shall be provided on the most current Insurance Services Office (ISO) form or its equivalent. This coverage must be provided to cover liability arising from premises and operations, independent contractors, products and completed operations, personal and advertising injury, contractual liability, and XCU exposures (if applicable). Completed operations liability coverage shall be maintained for a minimum of one-year following completion of work. The amount of Commercial General Liability insurance shall not be less than the amount specified.

(a) \$1,000,000 per occurrence and a \$2,000,000 general aggregate for projects valued at \$2,000,000 or less. General aggregate limit for projects over that price shall equal or exceed the price of the project. An Excess or Umbrella Liability insurance policy can be provided to meet the required limit. Risk Management may be contacted for additional information regarding projects of this nature.

B. Automobile Liability Insurance shall be maintained in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. The amount of Automobile Liability Insurance shall not be less than the amount specified.

(a) \$500,000 combined single limit each occurrence bodily injury & property damage- for projects valued at \$100,000 and under

(b) \$1,000,000 combined single limit each occurrence bodily injury & property damage – for projects valued over \$100,000

C. Worker's Compensation and Employer's Liability Insurance shall be provided for all employees engaged in the work under the contract, in accordance with the Florida Statutory Requirements. The amount of the Employer's Liability Insurance shall not be less than:

(a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee – for projects valued at \$100,00 and under

(b) \$1,000,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each –for projects valued over \$100,000

D. Excess Liability Insurance or Umbrella Liability Insurance may compensate for a deficiency in general liability, automobile, or worker's compensation insurance coverage limits. If the Excess or Umbrella policy is being provided as proof of coverage, it must name the City of Tampa as an additional insured (**IF APPLICABLE**).

E. Builder's Risk Insurance, specialized policy designed to cover the property loss exposures that are associated with construction projects. The amount of coverage should not be less than the amount of the project. **(IF APPLICABLE)**.

F. Installation Floater- a builder's risk type policy that covers specific type of property during its installation, is coverage required for highly valued equipment or materials such as compressors, generators, or other machinery that are not covered by the builder's risk policy **(IF APPLICABLE)**.

G. Longshoreman's & Harbor Worker's Compensation Act/Jones Act coverage shall be maintained for work being conducted upon navigable water of the United States. The limit required shall be the same limit as the worker's compensation/employer's liability insurance limit **(IF APPLICABLE)**.

H. Professional Liability shall be maintained against claims of negligence, errors, mistakes, or omissions in the performance of the services to be performed and furnished by the Awaradee/Contractor or any of its subcontractors when it acts as a DESIGN PROFESSIONAL. The amount of coverage shall be no less than amount specified **(IF APPLICABLE)**.

(a) \$1,000,000 per incident and general aggregate. Note all claims made policies must provide the date of retroactive coverage.

The City may waive any or all of the above referenced insurance requirements based on the specific nature of goods or services to be provided under the award/contract.

ADDITIONAL INSURED - The City must be included as an additional insured by on the general and (Excess or Umbrella liability policies) if applicable. Alternatively, the Contractor may purchase a separate owners protective liability policy in the name of the City in the specified amount as indicated in the insurance requirements.

CLAIMS MADE POLICIES - If any liability insurance is issued on a claims made form, Contractor agrees to maintain uninterrupted coverage for a minimum of one year following completion and acceptance of the work either through purchase of an extended reporting provision, or through purchase of successive renewals with a retroactive

date not later than the beginning of performance of work for the City. The retroactive date must be provided for all claims made policies.

CANCELLATION/NON-RENEWAL - Thirty (30) days written notice must be given to the City of any cancellation, intent to non-renew or material reduction in coverages (except aggregate liability limits). However, ten (10) days notice may be given for non-payment of premium. Notice shall be sent to the City of Tampa Department of Public Works, 306 E. Jackson Street, Tampa, FL 33602.

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

WAIVER OF SUBROGATION - Contractor waives all rights against City, its agents, officers, directors and employees for recovery of damages to the extent such damage is covered under the automobile or excess liability policies.

SUBCONTRACTORS - It is the Contractor's responsibility to require all subcontractors to maintain adequate insurance coverage.

PRIMARY POLICIES - The Contractor's insurance is primary to the City's insurance or any self insurance program thereof.

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

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

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

Document updated on 12/22/2009 by RLD (Risk Management)



**Attached Documentation  
Form MBD-10**

<b>S = SLBE W = WMBE Federal IS</b>	<b>Company Name Address Phone &amp; Fax</b>	<b>Type of Ownership</b>	<b>Trade if Services NICP Code</b>	<b>Contact Method</b>	<b>Quote Rec'd Y/N</b>
56-0885615	Kimley-Horn 655 North Franklin Street Suite 150 Tampa, FL 33602 (813) 620-1460 - Phone (561) 863-8175 - Fax	CF CM	925	E/P	Y
47-3532115	Boothe Transit Consulting, LLC 1875 I Street, NW Fifth Floor Washington, DC 20006 (202) 429-2020 - Phone	CM	912	E/P	Y
23-2309997	LTK Engineering Services Crown Roller Mill Building Suite 350 105 Fifth Avenue South Minneapolis MN 55401	CF CM	925	E/P	Y
75-2609951	Maintenance Design Group 352 West Northfield Boulevard Suite K Murfreesboro, TN 37129	CF CM	925	E/P	Y
80-0523823	B2 Communications 333 Third Avenue North Suite 530 St. Petersburg, FL 33701 (727) 895-5030 - Phone n/a - Fax	CM	912	E/P	Y
W02-0572109	Omni Communications 8509 Benjamin Road Tampa, FL 33634	CF	925	E/P	Y
20-1361601	KB Environmental Sciences 9500 Koger Blvd N St. Petersburg, FL 33702	CF	925	E/P	Y
S90-0033880	MC Squared 5808-A Breckenridge Parkway Tampa, FL 33610 (813) 623-3399 - Phone (813) 623-6636 - Fax	n/a	925	E/P	Y
93-1283321	Shiels, Oblatz, Johnsen 1140 SW 11th Avenue Suite 500 Portland, OR 97205	CF CM	912	E/P	Y
W59-1712538	Archeological Consultants, Inc. 8110 Blaikie Ct # A Sarasota, FL 34240	CF	925	E/P	Y
W34-1993664	Adams Traffic, Inc. 6718 Varn Road Plant City, FL 33565	CF	912	E/P	Y
46-5274537	Taylor Future Solutions, LLC PO Box 273737 Tampa, FL 33688-3737 (813) 335-2904 - Phone n/a - Fax	CM	925	E/P	Y



**Attached Documentation  
Form MBD-20**

<b>Jm S = SLBE W = WMBE Federal IS</b>	<b>Company Name Address Phone &amp; Fax</b>	<b>Type of Ownership</b>	<b>Trade if Services NICP Code</b>	<b>Amount of Quote. Letter of Intent if Available</b>	<b>Percent of Scope/Contract %</b>
56-0885615	Kimley-Horn 655 North Franklin Street, Suite 150 Tampa, FL 33602 (813) 620-1460 - Phone (561) 863-8175 - Fax	CF CM	925	TBD	36.21%
47-3532115	Boothe Transit Consulting, LLC 1875 I Street, NW Fifth Floor Washington, DC 20006 (202) 429-2020 - Phone n/a - Fax	CM	912	TBD	3.58%
23-2309997	LTK Engineering Services Crown Roller Mill Building, Suite 350 105 Fifth Avenue South Minneapolis MN 55401 (215) 542-0700 - Phone (215) 542-7676 - Fax	CF CM	925	TBD	3.13%
75-2609951	Maintenance Design Group 352 West Northfield Boulevard, Suite K Murfreesboro, TN 37129 (303) 302-0266 - Phone (303)302-0270	CF CM	925	TBD	1.79%
80-0523823	B2 Communications 333 Third Avenue North, Suite 530 St. Petersburg, FL 33701 (727) 895-5030 - Phone n/a - Fax	CM	912	TBD	6.56%
W02-0572109	Omni Communications 8509 Benjamin Road Tampa, FL 33634 (813) 852-1888 - Phone n/a - Fax	CF	925	\$10,000	0.60%
20-1361601	KB Environmental Sciences 9500 Koger Blvd N St, Petersburg, FL 33702 (727) 578-5152 - Phone (727).578-5210 - Fax	CF	925	TBD	0.30%
S90-0033880	MC Squared 5808-A Breckenridge Parkway Tampa, FL 33610 (813) 623-3399 - Phone (813) 623-6636 - Fax	n/a	925	\$5,000	0.30%
93-1283321	Shiels, Obletz, Johnsen 1140 SW 11th Avenue, Suite 500 Portland, OR 97205 (503).242.0084 - Phone (503).299.6769 - Fax	CF CM	912	TBD	1.79%
W59-1712538	Archaeological Consultants, Inc. 8110 Blaikie Ct # A Sarasota, FL 34240 (941) 379-6206 - Phone (877) 351-2501 - Fax	CF	925	\$5,000	0.30%
W34-1993664	Adams Traffic, Inc. 6718 Varn Road Plant City, FL 33565	CF	912	\$20,000	1.19%



Page 1 of 2  
**City of Tampa**  
**Official Letter of Intent**  
**(Form MBD-40)**

A Letter of Intent is required for each WMBE/SLBE listed on the Schedule of Subcontractors to be Utilized (MBD 20 Form). Letter of Intent must be signed by both the Bidder/Service Provider and WMBE/SLBE firm.

Bid/Proposal/Contract Number: 16-D-00002

Bid/Proposal/Contract Name: Streetcar Extension and Modernization Feasibility Study

**A. To be completed by the Bidder/Service Provider**

Name of Bidder: HDR Engineering, Inc.  
 Address: 5426 Bay Center Drive, Suite 400, Tampa, FL 33609

Contact Person: Steve Schukraft, AICP  
 Telephone: 813-282-2300 Fax: 813-282-2430  
 Email: steve.schukraft@hdrinc.com

**B. To be completed by WMBE/SLBE**

Name of WMBE/SLBE: Archeological Consultants, Inc.  
 Address: 8110 Blaikie Court, Suite A, Sarasota, FL 34240

Contract Person: Marion Almy  
 Telephone: (941) 379-6206 Fax: (877) 351-2501  
 Email: malmy@aciflorida.com

**C. Identify the scope of work to be performed or item(s) to be supplied by the WMBE/SLBE. On unit price bids, identify to which bid line item the WMBE/SLBE's work scope or supply corresponds:**  
Cultural Resource Assessments

**D. Cost of work to be performed by WMBE/SLBE: Est. \$5,000**

**E. Cost of work to be performed by WMBE/SLBE as a percent of total City contract amount: Est. 0.3%**

Bidder/Proposer certifies that it intends to utilize the WMBE/SLBE listed above, and that the work described above is accurate. Bidder/Proposer will provide City with copy of the related subcontract agreement and/or purchase order prior to commencement of the WMBE/SLBE's work. The WMBE/SLBE firm certifies that it has agreed to provide such work/supplies for the amount stated above.

Bidder/Proposer: Steve Schukraft Date: 7/8/2016  
 Signature and Title Steve Schukraft, AICP, Planning Section Manager  
 WMBE/SLBE Firm: Marion Almy Date: 7/8/2016  
 Signature and Title



Page 1 of 2  
**City of Tampa**  
**Official Letter of Intent**  
**(Form MBD-40)**

A Letter of Intent is required for each WMBE/SLBE listed on the Schedule of Subcontractors to be Utilized (MBD 20 Form). Letter of Intent must be signed by both the Bidder/Service Provider and WMBE/SLBE firm.

**Bid/Proposal/Contract Number:** 16-D-00002

**Bid/Proposal/Contract Name:** Streetcar Extension and Modernization Feasibility Study

**A. To be completed by the Bidder/Service Provider**

Name of Bidder: HDR Engineering, Inc.  
 Address: 5426 Bay Center Drive, Suite 400, Tampa, FL 33609

Contact Person: Steve Schukraft, AICP  
 Telephone: 813-282-2300 Fax: 813-282-2430  
 Email: steve.schukraft@hdrinc.com

**B. To be completed by WMBE/SLBE**

Name of WMBE/SLBE: Adams Traffic, Inc.  
 Address: PO Box 997  
Plant City, FL 33564

Contract Person: Nancy Adams  
 Telephone: 813-763-7763 Fax: 813-659-8688  
 Email: adamstraffic@aol.com

**C. Identify the scope of work to be performed or item(s) to be supplied by the WMBE/SLBE. On unit price bids, identify to which bid line item the WMBE/SLBE's work scope or supply corresponds:**  
Data Collection

**D. Cost of work to be performed by WMBE/SLBE:** Est. \$20,000  
**E. Cost of work to be performed by WMBE/SLBE as a percent of total City contract amount:** Est. 1.19%

**Bidder/Proposer certifies that it intends to utilize the WMBE/SLBE listed above, and that the work described above is accurate. Bidder/Proposer will provide City with copy of the related subcontract agreement and/or purchase order prior to commencement of the WMBE/SLBE's work. The WMBE/SLBE firm certifies that it has agreed to provide such work/supplies for the amount stated above.**

Bidder/Proposer: Steve Schukraft Date: 7/8/2016  
 Signature and Title: Steve Schukraft, AICP, Planning Section Manager  
 WMBE/SLBE Firm: Nancy Adams Date: 7/11/16  
 Signature and Title: Nancy Adams



Page 1 of 2  
**City of Tampa**  
**Official Letter of Intent**  
**(Form MBD-40)**

A Letter of Intent is required for each WMBE/SLBE listed on the Schedule of Subcontractors to be Utilized (MBD 20 Form). Letter of Intent must be signed by both the Bidder/Service Provider and WMBE/SLBE firm.

**Bid/Proposal/Contract Number:** 16-D-00002

**Bid/Proposal/Contract Name:** Streetcar Extension and Modernization Feasibility Study

**A. To be completed by the Bidder/Service Provider**

Name of Bidder: HDR Engineering, Inc.  
 Address: 5426 Bay Center Drive, Suite 400, Tampa, FL 33609

Contact Person: Steve Schukraft, AICP  
 Telephone: 813-282-2300 Fax: 813-282-2430  
 Email: steve.schukraft@hdrinc.com

**B. To be completed by WMBE/SLBE**

Name of WMBE/SLBE: MC Squared  
 Address: \_\_\_\_\_

Contract Person: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

**C. Identify the scope of work to be performed or item(s) to be supplied by the WMBE/SLBE. On unit price bids, identify to which bid line item the WMBE/SLBE's work scope or supply corresponds:**  
Geotechnical and Contamination Services

**D. Cost of work to be performed by WMBE/SLBE: Est. \$5,000**

**E. Cost of work to be performed by WMBE/SLBE as a percent of total City contract amount: Est. 0.3%**

Bidder/Proposer certifies that it intends to utilize the WMBE/SLBE listed above, and that the work described above is accurate. Bidder/Proposer will provide City with copy of the related subcontract agreement and/or purchase order prior to commencement of the WMBE/SLBE's work. The WMBE/SLBE firm certifies that it has agreed to provide such work/supplies for the amount stated above.

Bidder/Proposer: [Signature] Date: 7/8/2016

WMBE/SLBE Firm: [Signature] Signature and Title Steve Schukraft, AICP, Planning Section Manager Date: \_\_\_\_\_

Signature and Title \_\_\_\_\_

Joe DiStefano  
VICE PRESIDENT



Page 1 of 2  
**City of Tampa**  
**Official Letter of Intent**  
**(Form MBD-40)**

A Letter of Intent is required for each WMBE/SLBE listed on the Schedule of Subcontractors to be Utilized (MBD 20 Form). Letter of Intent must be signed by both the Bidder/Service Provider and WMBE/SLBE firm.

**Bid/Proposal/Contract Number:** 16-D-00002

**Bid/Proposal/Contract Name:** Streetcar Extension and Modernization Feasibility Study

**A. To be completed by the Bidder/Service Provider**

Name of Bidder: HDR Engineering, Inc.  
 Address: 5426 Bay Center Drive, Suite 400, Tampa, FL 33609

Contact Person: Steve Schukraft, AICP  
 Telephone: 813-282-2300 Fax: 813-282-2430  
 Email: steve.schukraft@hdrinc.com

**B. To be completed by WMBE/SLBE**

Name of WMBE/SLBE: Omni Communications  
 Address: 8509 Benjamin Road Suite E  
Tampa, Florida 33634

Contract Person: Brent Postma  
 Telephone: 813-852-1888 Fax: 866-485-3356  
 Email: Bpostma@omni-commnications.com

**C. Identify the scope of work to be performed or item(s) to be supplied by the WMBE/SLBE. On unit price bids, identify to which bid line item the WMBE/SLBE's work scope or supply corresponds:**  
Utility Coordination

**D. Cost of work to be performed by WMBE/SLBE:** Est. \$10,000

**E. Cost of work to be performed by WMBE/SLBE as a percent of total City contract amount:** Est. 0.6%

Bidder/Proposer certifies that it intends to utilize the WMBE/SLBE listed above, and that the work described above is accurate. Bidder/Proposer will provide City with copy of the related subcontract agreement and/or purchase order prior to commencement of the WMBE/SLBE's work. The WMBE/SLBE firm certifies that it has agreed to provide such work/supplies for the amount stated above.

Bidder/Proposer: Steve Schukraft Date: 7/8/2016  
 Signature and Title Steve Schukraft, AICP, Planning Section Manager

WMBE/SLBE Firm: Brent Postma Date: 7/11/2016  
 Signature and Title Brent Postma, Director of Operations