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RESOLUTION NO. 2017- 53

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$240,000 BETWEEN THE CITY OF TAMPA AND DKS ASSOCIATES INC., IN CONNECTION WITH CONTRACT 16-D-00024; NEW TAMPA MOBILITY ENHANCEMENT 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 DKS Associates Inc., as (Consultant) to provide professional services in connection with Contract 16-D-00024; New Tampa Mobility Enhancement, (Project) as detailed in the Agreement for Consultant Services Agreement); and

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

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

NOW, THEREFORE,

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

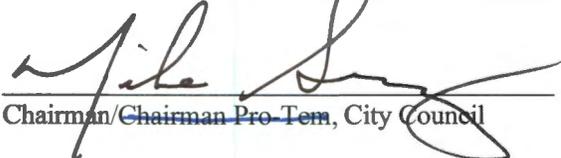
Section 1. That the Agreement between the City of Tampa and DKS Associates Inc., in connection with Contract 16-D-00024; New Tampa Mobility Enhancement as detailed in said Agreement, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in substantially 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 a contract for professional services in the amount of \$240,000 for the Transportation and Stormwater Department within the Multi Modal CIP University North Fund.

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 JAN 12 2017.


Chairman/Chairman Pro-Tem, City Council

ATTEST:


City Clerk/Deputy City Clerk

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

B2017-46

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 DKS Associates, Inc., a California Corporation authorized to do business in the State of Florida, (“CONSULTANT”), the address of which is 12000 N. Dale Mabry Highway Ste. 112, Tampa, FL 33618

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-00024; New Tampa Mobility Enhancement (“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**, which includes the use of task based work orders (Work Orders). The CONSULTANT shall work with the CITY and apprise it of solutions to engineering/architectural problems and the approach or technique used to accomplish the CITY's objectives as set forth in the Work Orders, which upon execution by the CITY shall be made a part of (and be controlled by) this Agreement.

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 either (i) a Notice to Proceed or (ii) a fully executed copy of a Work Order issued under this Agreement. This Agreement shall remain in force until the later of completion of all construction for the PROJECT or such time as all outstanding Work Orders issued prior to expiration of this period have been completed, whichever is later.

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 per Work Order, which Work Orders in the aggregate shall not exceed the Agreement's total not to exceed amount of \$240,000. Work Orders are to be billed in accordance with **Exhibit B** on either a lump sum or time and materials basis. Sub-contractual services, if any, shall be invoiced at the actual fees paid by the CONSULTANT, without mark-up.

VI. PAYMENT

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

VII. RECORDS

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

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

VIII. PERSONNEL

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

IX. SUSPENSION, CANCELLATION OR ABANDONMENT

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

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

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

X. TERMINATION

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

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

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

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

XI. INSURANCE

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

XII. INTERESTS OF MEMBERS OF THE CITY

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

XIII. INTEREST OF THE CONSULTANT

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

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

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

XIV. COMPLIANCE WITH LAWS

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

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

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

D. Truth-In-Negotiation Certification: The CONSULTANT certifies that the wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of the execution of the Agreement of which this Certificate is a part. The original price and any additions thereto shall be adjusted to exclude

any significant sums by which the City determines the Agreement amount was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs and that such original Agreement adjustments shall be made within one (1) year following the end of the Agreement.

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

XV. ASSIGNABILITY

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

XVI. EQUAL EMPLOYMENT

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

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

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

XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM

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

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

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

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

XVIII. CITY CODE OF ETHICS

In connection with this Agreement, the CONSULTANT hereby covenants and agrees that it shall comply with all applicable governmental laws, statutes, rules and regulations including, without limitation, the City of Tampa's Code of Ethics. Pursuant to Section 2-522 of the City of Tampa Code, the CONSULTANT acknowledges that if it fails

to comply with the City of Tampa's Code of Ethics, such a failure shall render this Agreement voidable by the CITY and subject the CONSULTANT to debarment from any future CITY contracts or agreements.

XIX. NEGATION OF AGENT OR EMPLOYEE STATUS

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

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

XX. SEVERABILITY

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

XXI. CHOICE OF LAW

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

XXII. DESIGNATION OF FORUM

Any party bringing a legal action or proceeding against any other part arising out of or relating to this Agreement may bring the legal action or proceeding in the United States District Court for the Middle District of Florida, Tampa Division or in any court of the State of Florida sitting in Tampa.

XXIII. AUTHORIZATION

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

XIV. ENTIRE AGREEMENT

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

XXV. INDEMNIFICATION

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

XXVI. ESTOPPEL/WAIVER

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

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

XXVII. AUDIT REQUIREMENTS.

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

The audit shall be conducted in compliance with the Office of Management and Budget Circular No. A133, 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

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:
DKS ASSOCIATES, INC.**

By: _____

Print Name: _____

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

License no: _____

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

[SEAL]

ATTEST:

CITY:
City of Tampa, Florida

By: _____
City Clerk/Deputy City Clerk

[SEAL]

By: _____
Bob Buckhorn, Mayor

APPROVED AS TO FORM:

Rachel S. Peterkin, Assistant City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

NEW TAMPA MOBILITY ENHANCEMENT PROJECT

CONTRACT 16-D-0024

EXHIBIT “A”
SCOPE OF SERVICES
FOR CONTRACT 16-D-00024; NEW TAMPA MOBILITY PROJECT
SIGNAL TIMINGS AND OPERATIONAL ANALYSIS

Acronyms:

ROW – Right of Way

FDOT – Florida Department of Transportation

NCHRP – National Cooperative Highway Research Program

MUTS – Manual on Uniform Traffic Studies

TEM – Traffic Engineering Manual

FHWA – Federal Highway Administration

TMCs – Turning Movement Counts

SYNCHRO – Signal Timing Computer Software

City Project Manager – _____

BACKGROUND

Hillsborough County is in the final phase of completing the reconstruction of Bruce B Downs Boulevard from Bearss Avenue to Cypress Preserve Drive. The expected completion date for this segment is June, 2017. The reconstruction contract for Bruce B Downs from Cypress Preserve Drive to County Line Road is expected to be let in the fall of 2016. Per agreement with Hillsborough County, the City of Tampa (City) will be implementing and maintaining signal timings along this corridor.

The City of Tampa desires the support of DKS Associates, Inc. (Consultant) to provide engineering services in the New Tampa area to perform traffic studies, project development and design services. Services may also include but is not limited to, warrant studies, left-turn studies, operational analysis, as well as signal timings studies.

Work performed pursuant to the Agreement will be managed by the City through the above named City Project Manager (or his/her successor as designated by the City in writing) using a series of task based work orders (Work Orders), which shall include a specific scope of work, schedule, and compensation together with any subconsultants, subcontractors, or suppliers utilized reported on the appropriate City DMI form. Consultant is not authorized to proceed with, and will not be compensated for, any work that is not properly authorized by Work Order executed by the City Project Manager. Work Orders will be issued on an as-needed basis in the City's sole discretion. Consultant shall begin work promptly after receipt of a fully executed copy of each Work Order and diligently pursue performance in accordance with the schedule contained in each Work Order. To help with management, Project Status Reports will be provided periodically that summarize the progress for all open Work Orders since the previous Project Status Reports. When a Work Order is completed, the Consultant will submit a detailed Final Report as described in Task 23.

The Consultant will perform a variety of professional engineering services that may include all or a combination of the following as specifically detailed in a subsequently issued Work Order:

PROJECT TASKS

Task 1: Project Management Coordination and Meetings

The CONSULTANT and the City may initiate work under each Work Order via a kickoff meeting attended by the CONSULTANT and the City. In addition to discussing administrative issues, the kickoff meeting will be a working technical meeting. The CONSULTANT will schedule an implementation meeting with the City providing the results of the data collection and of the project. At the implementation meeting, the CONSULTANT will provide a PROPOSED TIMINGS REPORT consisting of diagrams showing existing and proposed cycle lengths, diagrams showing existing and proposed phase sequences, existing and proposed day plan schedules, hourly volumes in graphic and tabular format, a map of the signals being retimed, time space diagrams and detailed yellow change interval, red clearance interval and pedestrian change interval calculations. The CONSULTANT may proceed with the actual deployment of the proposed timings only after the City has had time to review and approve the PROPOSED TIMINGS REPORT. If included in the Work Order, the CONSULTANT will provide an OPERATIONAL ANALYSIS REPORT for certain signalized and unsignalized intersections. This report will summarize existing conditions alternatives considered and the recommended improvements.

Task 2: Isolated Signalized Intersection Analysis

The CONSULTANT shall perform an analysis of an isolated signalized intersection in order to develop signal timings that can be used for retiming purposes. This analysis may include geometric and phasing improvements to increase capacity and operational efficiency or improve safety. The latest version of the SYNCHRO computer software will be used to determine the best signal timing alternative and the outputs will be presented in a report. The results of this SYNCHRO analysis shall be submitted to the City for review and approval prior to proceeding with recommendations

Task 3: Signal Warrant Analysis

The CONSULTANT shall perform an analysis of an existing unsignalized intersection in order to determine if signal warrants are met and if so, a signal should be installed. This analysis may include geometric and phasing improvements to increase capacity and operational efficiency.

Task 4: Roundabout Intersection Analysis

The CONSULTANT shall be responsible for determining all input parameters and obtaining all field data for the roundabout analysis. The field review will include identifying any utilities

discernible from a ground level view. This may include electrical transmission lines, natural gas pipelines, other utilities (water, wastewater, etc.) correspondent easements, railroads, etc. The review will also document any potential site characteristics that may influence the roundabout feasibility such as adjacent wetlands or other drainage features, parks or historic properties, structures, property access, or other environmental concerns. The CONSULTANT shall perform a cursory geometric screening to review potential impacts based upon the estimated roundabout size. The review will be conducted over scaled aerial photography (rectified) with the intent to highlight any potential issues identifiable in this cursory screening. This could include expected needs for additional Right-of-Way (ROW), possible environmental or utility impacts, expected needs for approach realignments that could impact adjacent properties, etc. These items will be coordinated with appropriate CITY staff to determine possible options to be explored as part of the concept development. The CONSULTANT shall use SIDRA 6 computer software to compare the existing conditions of an intersection to the proposed roundabout alternative. The CONSULTANT should refer to FDOT's Traffic Analysis Handbook for guidance regarding accepted methodologies and input parameters. The CONSULTANT shall identify the existing operating mode of the intersection and a minimum of three periods will be analyzed (normally the morning, midday and evening peak hours). For existing signalized intersections, the CONSULTANT will obtain existing signal timings from the maintaining agency for use in the analysis. The analysis should include a sensitivity analysis to determine the longevity of the roundabout and its capacity to accommodate future growth. The results of the SIDRA 6 analyses for the existing and proposed roundabout shall be tabulated. The results shall include the delay and queue lengths by approach.

Subtask 4A: Intersection Concept Development

If a roundabout intersection is recommended as part of Task 4, The CONSULTANT will develop a conceptual plan-view layout of the roundabout to a level sufficient to verify that the concept will meet the objectives outlined in NCHRP Report 672, including fastest path speeds, heavy vehicle accommodation, natural vehicle paths, and multimodal accommodation. The development of the roundabout concept will take into consideration the appropriate size and placement of the inscribed circle, and the alignment and arrangement of approaches to meet the geometric objectives outlined in NCHRP Report 672.

Task 5: Seven (7) Day Volume Counts

The CONSULTANT shall collect approach counts for a period of at least seven (7) consecutive days for each direction of travel. The CONSULTANT will recommend locations and perform 7-day volume counts within the system as approved by the City. The CONSULTANT will supply electronic copies of all 7-day volume count data, including the raw data, directly to the City Project Manager. The approach counts will be used to determine the operating time periods for

each timing pattern developed for each arterial. A seasonal adjustment factor approved by the City may be required. The counts shall be submitted in tabular form broken down into direction of travel, days and hours with 15-minute increments and hourly totals. EXCEL shall be used to submit the counts graphically showing the timing pattern intervals. The format for the tables and graphs will need to be approved by the City. The count information and graphs shall be submitted electronically along with two (2) paper copies of the count information. It should be noted that if the City provides the count data the CONSULTANT will still be required to submit it graphically as noted above.

Task 6: One (1) Day Volume Counts (isolated intersections)

The CONSULTANT shall collect and summarize traffic count data on each approach to the intersection for at least 24 hours at 15-minute intervals. Counts shall be made on Tuesdays, Wednesdays, or Thursdays. The approach counts will be used to determine the operating time periods for variable controller settings, flashing operations, or for systems analysis or other study of an isolated intersection. Volume counts may be performed using any platform acceptable to the City. The CONSULTANT will supply electronic copies of all 1-day volume count data, including the raw data directly to the City. A seasonal adjustment factor approved by the City may be required. The counts shall be submitted in tabular form broken down into direction of travel and hours with 15 minute increments and hourly totals. EXCEL shall be used to submit the counts graphically. The format for the tables and graphs will need to be approved by the City. The count information and graphs shall be submitted electronically along with two (2) paper copies of count information. It should be noted that if the City provides the count data the CONSULTANT will still be required to submit it graphically as noted above.

Task 7A: Eight (8) Hour Turning Movement Counts (TMCs)

The CONSULTANT shall collect and summarize eight (8) hours of fifteen (15) minute vehicle turning movement counts at intersections, using the procedures contained in the FDOT's MUTS, Chapter IV, "Summary of Vehicle Movements." The counts shall be conducted during the highest 8 hours of the day and include the AM peak, PM peak, and Off-peak periods. The counts shall include trucks. Counts shall be made on a normal Tuesday, Wednesday, or Thursday. A seasonal adjustment factor approved by the City may be required. Counts shall not be conducted on holidays or during special events. The CONSULTANT will determine the AM, Midday, PM, and Off-Peak periods for both weekdays and weekend days for which 8-hour turning movement counts (TMCs) at each of the project intersections will be collected. 8-hour TMCs will be collected on both average weekday and weekend days when schools are in session and not during holiday weeks. Weekend TMC periods may be adjusted based on the identified peak hours. TMCs will be performed using a process acceptable to the City. The CONSULTANT will supply electronic copies of all TMC count data, including the raw data directly to both the City Project Manager. Pedestrian volume counts shall be included in this task. The pedestrian volume

counts shall be done in accordance with Chapter IX, Pedestrian Volume Count of the MUTS. Pedestrian counts may be included on the turning movement count summary. The counts shall be submitted in tabular form broken down into each approach with each movement separated out, showing the 8 hours with 15-minute increments and one hour totals. The format for the count data will need to be approved by the City. The count information shall be submitted electronically along with two (2) paper copies of count information.

Task 7B: Four Hour Turning Movement Counts (TMCs)

The CONSULTANT shall collect and summarize four (4) hours of fifteen (15) minute turning movement counts at intersections, using the procedures contained in the FDOT's MUTS, Chapter IV, "Summary of Vehicle Movements." The counts shall be conducted during the highest 4 hours of the day. The counts shall include trucks. Counts shall be made on a normal Tuesday, Wednesday, or Thursday or weekend as necessary. A seasonal adjustment factor approved by the City may be required. Counts shall not be conducted on holidays or during special events. The CONSULTANT will determine the AM, and PM peak periods for days for which 4-hour turning movement counts (TMCs) at each of the project intersections will be collected. TMCs will be performed using a process acceptable to the City. The CONSULTANT will supply electronic copies of all TMC count data, including the raw data directly to both the City Project Manager. Pedestrian volume counts shall be included in this task. The pedestrian volume counts shall be done in accordance with Chapter IX, Pedestrian Volume Count of the MUTS. Pedestrian counts may be included on the turning movement count summary. The counts shall be submitted in tabular form broken down into each approach with each movement separated out, showing the 4 hours with 15 minute increments and one hour totals. The format for the count data will need to be approved by the City. The count information shall be submitted electronically along with two (2) paper copies of count information.

Task 8: Traffic Signal Programming Data

The CONSULTANT shall obtain from the City traffic signal programming data as shown on the current signal timing sheets. This data shall be used by the CONSULTANT in the evaluation of optimum signal timings.

Task 9: Field Review

The CONSULTANT will perform field reviews to develop knowledge of intersection and system components. The CONSULTANT shall use an intersection data collection summary sheet and checklist acceptable to the City. Included in this task is an inventory of the following traffic signal control devices and field characteristics at all locations. The inventory shall include the following:

- Existing signal and pedestrian phasing

- Controller type, fixed or actuated, makes and model

The following shall be shown on a condition diagram:

- Number of lanes and their usage
- Length of turn lanes
- Pedestrian crossing distances
- Vehicle crossing distances
- Posted speed limit for each approach

The distance between intersections shall be shown on a straight line diagram. Observation and inspection of all detection equipment is required in order to determine the proper operation of actuated controllers. Inventory information on all other items shall be based on a visual inspection of the equipment. The CONSULTANT shall inform the City of any malfunctioning equipment to report the malfunction and to determine what can be done about it, as soon as possible. The CONSULTANT shall collect and make field notes at each intersection on various intersection, signal, and traffic characteristics to assist in model development and signal optimization. Diagrams shall contain the lane geometry at the stop bar, measured lane storage lengths, number and types of signal heads, cabinet and pedestrian push button locations, and signal phasing. The CONSULTANT shall, for each approach, measure vehicle and pedestrian clearance distances, median widths and lane widths. The CONSULTANT will note posted speed limits, left turn types (protected, protected/permitted, or permitted), turn restrictions, and the presence of roadway lighting and any signal back plates. The CONSULTANT shall test all pedestrian push buttons for proper operation. Any other unique characteristics shall be noted. The CONSULTANT shall take photographs of each approach. The photos are a record of the current geometrics and other intersection, signal and roadside characteristics. Photos may illustrate a safety hazard such as a sight distance limitation or poor lane alignment. The CONSULTANT shall develop a reporting format for this inventory that shall be approved by the City. Three (3) copies of the field inventory diagrams and documentation of malfunctioning equipment.

Task 10: Saturation Flow Rate Studies

The CONSULTANT will perform saturation flow rate studies prior to beginning the SYNCHRO model preparation phase. The resulting saturation flow rates shall be used in the evaluation of optimum signal timings.

Task 11: Crash Data Analysis

If available, collision diagrams identifying crashes from the last three years will be provided by the City. In the absence of collision diagrams, available crash data will be provided by the City as requested. The CONSULTANT shall use available crash data to prepare collision diagrams for each location. The City shall provide available crash data.

Task 12: SYNCHRO Models of Existing Traffic Conditions

The CONSULTANT shall use the latest approved version of SYNCHRO computer software to examine existing conditions and at least one alternative pattern for each isolated intersection. The SYNCHRO runs of existing conditions must be an accurate representation of the existing conditions. SIM TRAFFIC computer software shall be used to verify that the SYNCHRO run is an accurate reflection of the existing conditions.

Task 13: Before Travel Time and Delay Studies

The CONSULTANT shall use the latest approved version of TRU-TRAFFIC computer software to perform travel time runs under existing signal timings. This data is collected to both fine tune implemented signal timings as well as provide a filed measured metric by which existing and implemented signal timing can be compared. Specific time periods for travel time runs will be recommended by the CONSULTANT and approved by the City. Each arterial has two (2) directions of travel. The travel time runs for each direction shall be made for three time periods as follows: 1) 7 AM to 9 AM; 2) 1:30 PM to 3:30 PM; 3) 4 PM to 6:30 PM. Six (6) runs shall be made for each time period for each direction. There will be a total of 36 directional travel time runs on each arterial. The travel time runs may be made on Tuesday, Wednesday or Thursday (but not on a holiday). The runs shall also be made in similar weather conditions. The dates for travel time studies shall be approved in advance by the City.

Task 14: Updated Controller Basic Timing Parameters

Based on the field review data, the CONSULTANT shall update controller basic timing parameters. Clearance intervals for vehicles and pedestrians will be reviewed to determine compliance with the most recent FDOT TEM and FHWA MUTCD procedures. The CONSULTANT shall develop and furnish three (3) paper copies of the final controller timings for all of the intersections listed in the authorization. The CONSULTANT shall also submit this information electronically in an EXCEL format. Timing parameters to be developed per phase are as follows:

- Green Interval
- Yellow Clearance (not less than 3.0 seconds)
- Minimum Green (Initial)
- Extension Interval
- Max I
- Max II
- Yellow Clearance (not less than 3.0 seconds)
- Red Clearance

- Pedestrian Walk (if applicable)
- Pedestrian Clearance (if applicable)
- Pre-empt timing (if any)
- Time of Day pattern
- Splits (if applicable)
- Force Offs (if applicable)
- Offsets (if applicable)
- Cycle Lengths (if applicable)
- Permissive Periods (if applicable)
- Red Clearance
- Pedestrian Walk (if applicable)
- Pedestrian Clearance (if applicable)

Increase timing parameters for pre timed locations if implemented at isolated locations.

Task 15: Coordination Settings

The CONSULTANT will develop all coordination settings and submit to the City for approval. The number of timing patterns and pattern change times will be determined by the CONSULTANT and approved by the City. Pattern requirements will be determined based on the data and input from the City, but generally the following would apply for a typical weekday:

- AM Peak
- AM Off-Peak
- Midday Peak
- PM Off-Peak
- PM Peak Plan
- Add PM Off as Pattern 3
- Evening Pattern 6
- Develop Late Night Pattern 7 as needed.
- Free (operating in an isolated or non-coordinated mode)

Because weekend timing development is required, the CONSULTANT will also submit recommendations for weekend coordination to the City.

Task 16: Crash Records Analysis

The CONSULTANT shall review available crash records or collision diagrams. At locations where an identified crash rate is available, crash rates will be compared to see if above average rates exist and if countermeasures can be implemented to reduce the crash rates.

Task 17: Arterial Analysis

The CONSULTANT shall use latest approved version of the SYNCHRO computer software to determine the optimal phasing, cycle length and splits. Engineering judgment should always be used in correlation with the software. This is the task where the CONSULTANT actually develops the timings plans for the arterial in SYNCHRO. TRU-TRAFFIC (Time-Space/Platoon Progression Diagram Generator) shall be used by the CONSULTANT to refine the offsets from the time-space diagrams generated by SYNCHRO. The bandwidths, speeds, direction of travel, intersection names and offsets shall be shown on each time-space diagram developed in TRU-TRAFFIC. The CONSULTANT shall develop five (5) traffic control timing patterns for each arterial listed in the Work Order which shall include AM Peak, PM Peak, Off Peak, Evening and Late Night weekday and weekend patterns. The plots of the volume summary information gathered in Tasks 1 or 2 shall be used to graphically indicate the time of day operation plans for each system. The results of the SYNCHRO analysis and TRU-TRAFFIC time-space diagrams shall be submitted to the City as Draft Timing Plans for review and approval prior to proceeding with the timing implementation. Upon approval, the Draft Timing Plans shall be used as Initial Timing Plans prior to fine tuning.

Task 18: Traffic Responsive Settings and Special Event Patterns (if applicable)

The CONSULTANT as directed by the City shall prepare all appropriate traffic responsive settings.

Task 19: Traffic Signal Timing Plan Deployment

After acceptance of the proposed patterns by the City, implementation of signal timing plans will be scheduled at the convenience of the City and the CONSULTANT. The CONSULTANT will implement the new patterns based upon the system configuration. The CONSULTANT shall be prepared to perform all implementation tasks without any required participation from the City; however the City will monitor the CONSULTANT for compliance. Once the new timings are updated, the CONSULTANT will immediately review the operation of each intersection and pattern without exception. Under no circumstances will any pattern be deployed without qualified personnel observing its operation in the field. In the case that any equipment is not functioning as designed, inoperative or if additional hardware or cabinet modifications are required, the CONSULTANT staff shall give verbal notification of the problem to the City. The CONSULTANT will document in the final report, the nature, extent and probable solution(s) to the problems if the repairs are not completed. If traffic responsive plan selection mode of operation is used the appropriate deployment of these settings shall take place after all time of day patterns have been deployed and fine-tuned.

Task 20: Fine-Tune Field Operations

The CONSULTANT will be required to fine-tune the implemented timings based on project goals. The City shall provide final acceptance prior to closing out implementation efforts. This may include diversion routes and hurricane evacuation route planning.

Task 21: Post Implementation Travel Time Runs

After the fine-tuning efforts are completed and approved by the City, the CONSULTANT shall perform post-implementation travel time runs to document the corridor improvements. Each arterial has two (2) directions of travel. The travel time runs for each direction shall be made for three time periods as follows: 1) 7 AM to 9:30 AM; 2) 12:00 PM to 2:00 PM; 3) 4 PM to 6:30 PM. Six (6) runs shall be made for each time period for each direction. There will be a total of 36 directional travel time runs on each arterial. The travel time runs may be made on Tuesday, Wednesday or Thursday (but not on a holiday). The runs shall also be made in similar weather conditions. The dates for travel time studies shall be approved in advance by the City.

Task 22: System Revisions

The CONSULTANT shall perform changes as needed to Econolite CENTRACS advanced transportation management system. Also, the CONSULTANT shall perform firmware upgrades to controllers as necessary.

Task 23: Final Reports

The CONSULTANT shall prepare a final report for each work authorization. The report shall contain an Executive Summary providing a general overview of the contents of the report and general comments about the location, purpose, findings, conclusions and recommendations. Specifically the Executive Summary should include a summary of tasks, a listing of traffic signals included in the project, a section summarizing network performance measures over the life of the project. Network performance measures will include delay reduction by hours and percent, reduction in the number of stops and percent, reduction in fuel consumption in gallons and percent, and the resulting reduction in carbon dioxide emissions in metric tons. The Executive Summary should also include a benefit-cost ratio for the project based upon the benefits realized from savings in travel time and fuel consumption and overall project costs. The Executive Summary should include recommendations for safety improvements and recommendations for capacity and operational improvements. The final report may include the following end products as appropriate:

- Hard copy timing sheets to be placed in controller cabinets and on file. Add controller programming printout to cabinet and file.
- Hard copy reports signed and sealed by a licensed Professional Engineer with a CD containing:

- All SYNCHRO and TRU-TRAFFIC electronic files.
- All data collection electronic files in WORD, PDF, or EXCEL format
- Any other miscellaneous work products (electronic.)



EXHIBIT B

Standard Billing Rates

Consultant's total compensation under each Work Order shall not exceed the amount listed in each Work Order, which Work Order compensation in the aggregate shall not exceed the Agreement total not to exceed amount of \$240,000. Consultant shall advise the City Project Manager in writing when aggregate Work Order costs incurred equal 80% of said amount.. Work Orders shall be priced as either lump sum or not to exceed time and materials based on the prices and hourly rates established in this Exhibit B. Prices and hourly rates are deemed to include all costs so Consultant shall receive no additional compensation for travel, transportation, overtime, overhead, reproduction, postage, etc. Sub-contractual services, if any, shall be invoiced at the actual fees paid by the Consultant, without mark-up.

DKS ASSOCIATES, INC.

CLASSIFICATION	FULLY-BURDENED RATE
Principal Engineer	\$239.34
Chief Engineer	\$230.02
Senior Engineer	\$186.50
Project Engineer	\$139.88
Engineer	\$93.17
Senior Technician	\$74.53
Administrative Assistant	\$65.28

SUBCONSULTANT: BALA CONSULTING SERVICES

CLASSIFICATION	FULLY-BURDENED RATE
Project Manager	\$175.00
Chief Engineer	\$210.00
Senior Engineer	\$165.00
Project Engineer	\$130.00
Senior Designer	\$110.00
CADD Technician	\$75.00
Clerical	\$50.00

SUBCONSULTANT: ADAMS TRAFFIC

CLASSIFICATION	FULLY-BURDENED RATE
Chief Engineer	\$198.59
Engineering	\$66.69

SUBCONSULTANT: VIBE ENGINEERING

CLASSIFICATION	FULLY-BURDENED RATE
Principal Engineer	\$238.20
Chief Engineer	\$230.70
Senior ITS Specialist	\$225.00
Senior Engineer	\$187.50
ITS Specialist	\$144.00
Project Engineer	\$130.05
Traffic/ITS Analyst	\$129.90
Engineer	\$94.20
Engineer Intern	\$81.45
CADD/Computer Technician	\$78.30
Administrative Assistant	\$54.00

SUBCONSULTANT: QUALITY COUNTS

Turning Movement Counts	Per Location (2 Hour Count)	Additional Hour
Manual Video Count (1 Person)	\$175	\$70
High Volume Manual Video Count (2 Person)	\$320	\$120
Film Only	\$100 + Price of DVDs	
Tube/Machine Counts (all tube orders incur \$200 setup fee)		
	Per Location (24 Hour Count)	Additional Day
Volume Studies		
1-3 Lane Roadway	\$145	\$65
4+ Lane Roadway	\$170	\$75
Volume/Speed/Classification Studies		
1-3 Lane Roadway	\$150	\$75
4+ Lane Roadway	\$195	\$90
Wavetronix™ Radar Studies		
	Per Location (24 Hour Count)	Additional Day
Volume Studies	\$500	\$100
Volume/Speed/Lane Utilization Studies	\$600	\$100
Origin-Destination Studies		
By tracking license plates or by using Bluetooth readers	Determined by Scope Specifics	
Travel Time Studies		
By using Floating Car Method or by using Bluetooth readers	Determined by Scope Specifics	
Hourly Travel and/or Survey Fee		
	Per Hour	
Parking Lot, Trip Generation, Delay, Saturation Flow, etc.	\$75	
DVD copy of Video (per peak or up to 6 hours continuous video)		
	\$15	

CITY OF TAMPA INSURANCE REQUIREMENTS

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

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

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

MINIMUM SCOPE AND LIMIT OF INSURANCE ¹

A. Commercial General Liability (CGL) Insurance on the most current Insurance Services Office (ISO) Form CG 00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily, personal and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and completed operations liability coverage maintained for at least 3 years after completion of work. Limits shall not be less than \$1M per occurrence and \$2M general aggregate for Agreements valued at \$2M or less; if valued over \$2M, a general aggregate limit that equals or exceeds the Agreement's value. If a general aggregate limit applies, it shall apply separately to the project/location (ISO CG 25 03 or 25 04 or equivalent). **(ALWAYS APPLICABLE)**

B. Automobile Liability (AL) Insurance in accordance with Florida law, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. AL insurance shall not be less than: (a) \$500,000 combined single limit each occurrence bodily injury and property damage for Agreements valued at \$100,000 or less or (b) \$1M combined single limit each occurrence bodily injury and property damage for Agreements valued over \$100,000. If transportation of hazardous material involved, the MCS-90 endorsement (or equivalent). **(ALWAYS APPLICABLE)**

C. Worker's Compensation (WC) & Employer's Liability Insurance for all employees engaged under the Agreement, Worker's Compensation as required by Florida law. Employer's Liability with minimum limits of (a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for Agreements valued at \$100,000 and under or (b) \$1M bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each for all other Agreements. **(ALWAYS APPLICABLE)**

D. Excess (Umbrella) Liability Insurance for Agreements valued at \$2M or more, at least \$4M per occurrence in excess of underlying limits and no more restrictive than underlying coverage for all work performed by Firm. May also compensate for a deficiency in CGL, AL, or WC. **(ALWAYS APPLICABLE)**

E. Builder's Risk Insurance for property loss exposure associated with construction/renovation/additions to buildings or structures, including materials or fixtures to be incorporated. Must be "All Risk" form with limits of no less than the project's completed value, have no coinsurance penalties, eliminate the "occupancy clause", cover Firm (together with its contractors, subcontractors of every tier, and suppliers), and name City as a Loss Payee. **(IF APPLICABLE)**

F. Installation Floater coverage for property (usually highly valued equipment or materials such as compressors, generators, etc.) during its installation. Coverage must be "All Risk" including installation and transit for no less than 100% of the installed replacement cost value. **(IF APPLICABLE)**

G. Architects & Engineers Liability/ Professional Liability (E&O)/ Contractors Professional Liability (CPL)/ Medical Malpractice Insurance where Agreement involves Florida-regulated professional services (e.g. architect, engineer, design-builder, CM, accountant, appraiser, investment banker medical professional) at any tier, whether employed or independent, vicarious design liability exposure (e.g. construction means & methods, design supervision), value engineering, constructability assessments/reviews, BIM process, and/or performance specifications. Limits of at least \$1M per occurrence and \$2M aggregate; deletion of design/ build liability exclusions, as applicable, and maintained for at least 3 years after completion of work/services and City's acceptance of same. **(IF APPLICABLE)**

H. Railroad Protective Liability (RPL) Insurance for construction within 50ft of operated railroad track(s) or where affects any railroad bridge, trestle, tunnel, track(s) roadbed, or over/under pass. Subject to involved rail road's approval prior to commencement of work. **(IF APPLICABLE)**.

I. Pollution and/or Asbestos Legal Liability Insurance where Agreement involves asbestos and/or environmental hazards/contamination risks (defined broadly, e.g. lead, mold, bacteria, fuel storage, underground work, cleanup (owned or non-owned sites), pollutant generation/transportation, marine/natural resource damage, contamination claim, restitution, business interruption, mold, fungus, lead-based paint, 3rd party claims/removal, etc.), with limits of at least \$1M per occurrence and \$2M aggregate, maintained for at least 3 years after Agreement completion. **(IF APPLICABLE)**

J. Cyber Liability Insurance where Agreement involves portals allowing access to obtain, use, or store data; managed dedicated servers; cloud hosting services; software/hardware; programming; and/or other IT services

¹ "M" indicates million(s), for example \$1M is \$1,000,000

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

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

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

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

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

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

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

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

ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

Contract No.: 16-D-00024 Contract Name: New Tampa Mobility Enhancement Project
 Contractor Name: DKS Associates Address: 12000 N. Dale Mabry Hwy. #112 Tampa, FL 33618
 Federal ID: 94-2583153 Phone: (813) 962-5959 Fax: (813) 962-5744 Email: jtw@dksassociates.com

No Firms were contacted/solicited for this contract.

No Firms were contacted because: _____

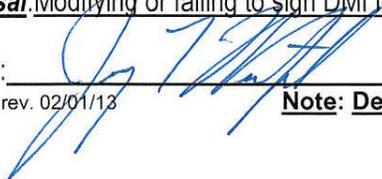
See attached documents with supplemental information.

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

This DMI Schedule Must Be Submitted with the Bid or Proposal (Do Not Modify This Form)

S = SLBE W=WMBE	Company Name Address Phone & Fax	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Resp. Rec'd Y/N
Federal ID					
WMBE 34-1993664	Adams Traffic P.O. Box 997, Plant City, FL 33564 (813) 763-7763	CF	925	E	Y
WMBE 46-3156337	Bala Consulting Services 18527 Bittern Ave., Lutz, FL 33558 (813) 962-4697	AM	925	E	Y
WMBE 46-2667875	VIBEngineering 700 Central Ave. #302, St. Petersburg, FL 33701 (727) 317-4967	CF	925	E	Y
Non-DBE 74-3073687	Quality Counts 8407 Laurel Fair Cir. #400, Tampa, FL 33610 (813) 374-0110 / (954) 692-9086	CM	925	E	Y

It is hereby certified that the information provided is an accurate and true account of contacts and solicitations for sub – contracting opportunities on this contract. **This form must be completed and submitted with the bid or proposal.** Modifying or failing to sign DMI forms may result in Non-Compliance and/or deemed non-responsive.

Signed:  Name/Title: Jerry Wentzel, Principal Date: 10/5/14
 MBD 10 rev. 02/01/13 **Note: Detailed Instructions for completing this form are on the next page**



Page 3 of 4DMI – Solicited/Utilized
City of Tampa –DMI Schedule of Sub-(Contractors/Consultants/Suppliers) to be Utilized
(FORM MBD-20)

Contract No.: 16-D-00024 Contract Name: New Tampa Mobility Enhancement Project
 Contractor Name: DKS Associates Address: 12000 N. Dale Mabry Hwy. #112 Tampa, FL 33618
 Federal ID: 94-2583153 Phone: (813) 962-5959 Fax: (813) 962-5744 Email: jtw@dksassociates.com

[] See attached documents.
 [] No Subcontracting (of any kind) will be performed on this contract.

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

This DMI Schedule Must Be Submitted with the Bid or Proposal (Do Not Modify This Form)

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

S = SLBE W=WMBE	Company Name Address Phone & Fax	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	Amount of Quote. Letter of Intent if available.	Percent of Scope/Contract %
Federal ID					
WMBE 34-1993664	Adams Traffic P.O. Box 997, Plant City, FL 33564 (813) 763-7763	CF	925	\$8,000	3.3 %
WMBE 46-3156337	Bala Consulting Services 18527 Bittern Ave., Lutz, FL 33558 (813) 962-4697	AM	925	\$72,000	30 %
WMBE 46-2667875	VIBEngineering 700 Central Ave. #302, St. Petersburg, FL 33701 (727) 317-4967	CF	925	\$17,000	7.1 %
Non-DBE 74-3073687	Quality Counts 8407 Laurel Fair Cir. #400, Tampa, FL 33610 (813) 374-0110 / (954) 692-9086	CM	925	\$3,000	1.2 %

Total Subcontract/Supplier Utilization \$ 100,000

Total SLBE Utilization \$ 0

Total WMBE Utilization \$ 96,000

Percent SLBE Utilization of Total Bid/Proposal Amt. 0 % Percent WMBE Utilization of Total Bid/Proposal Amt. 40 %

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this contract. **This form must be completed and submitted with the bid or proposal.** Modifying or failing to sign DMI forms may result in Non-Compliance and/or deemed non-responsive.

Signed: [Signature] Name/Title: Jerry Wentzel, Principal Date: 10/5/16

MBD 20 rev. 02/01/13

Note: Detailed Instructions for completing this form are on the next page.