

Agmt
Bid

RESOLUTION NO. 2017- 533

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$100,000 BETWEEN THE CITY OF TAMPA AND KIMLEY-HORN AND ASSOCIATES, INC., IN CONNECTION WITH CONTRACT 16-D-00030; WEST TAMPA CRA STRATEGIC ACTION PLAN DEVELOPMENT 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 Kimley-Horn and Associates, Inc., as (Consultant) to provide professional services in connection with Contract 16-D-00030; West Tampa CRA Strategic Action Plan Development, (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 Kimley-Horn and Associates, Inc., in connection with Contract 16-D-00030; West Tampa CRA Strategic Action Plan Development 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 \$100,000 for the West Tampa Community Redevelopment Agency (CRA), within the West Tampa CRA 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 JUN 22 2017.

ATTEST:

George J. Capin
Chairman/Chairman Pro Tem, City Council

Shirley Fox-Kewles
City Clerk/Deputy City Clerk

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

4/2017-16

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT ("Agreement") made and entered into at Tampa, Florida, as of the ____ day of _____, 2017, which is the date Resolution No. 2017-____ was adopted authorizing execution of this Agreement, by and between the CITY OF TAMPA, a municipal corporation of the State of Florida, ("CITY"), the address of which is 315 East Kennedy Boulevard, Tampa, Florida 33602, and Kimley-Horn and Associates a/an Florida Corporation authorized to do business in the State of Florida, ("CONSULTANT"), the address of which is 655 N. Franklyn St., Suite 150, Tampa, Florida 33602.

WITNESSETH:

WHEREAS, the CITY desires to engage the CONSULTANT to perform certain professional services pertinent to such work which shall be referred to as Contract 16-D-00030; West Tampa CRA Strategic Action Plan Development ("PROJECT") in accordance with this Agreement; and

WHEREAS, the CONSULTANT desires to provide such professional services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, representations and considerations to be kept, performed and paid, the parties hereto agree for themselves, their successors and assigns, as follows:

I. GENERAL SCOPE OF THIS AGREEMENT

A. The relationship of the CONSULTANT to the CITY will be that of an independent professional consultant for the PROJECT; and the CONSULTANT shall provide the professional and technical services required under this Agreement in accordance with acceptable architectural/consultant practices and ethical standards.

B. The scope of services to be provided is indicated in Exhibit A.

II. DATA AND SERVICES TO BE PROVIDED BY THE CITY

The CITY shall provide available plans and specifications of existing construction, if any, applicable to the Project.

III. PERIOD OF SERVICE

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

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

IV. GENERAL CONSIDERATIONS

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

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

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

V. COMPENSATION

The CITY shall compensate the CONSULTANT for the services performed with this Agreement a lump sum (by task) of \$100,000 to be billed in accordance with **Exhibit B**.

VI. PAYMENT

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

VII. RECORDS

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

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

VIII. PERSONNEL

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

IX. SUSPENSION, CANCELLATION OR ABANDONMENT

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

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

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

X. TERMINATION

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

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

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

XI. INSURANCE

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

XII. INTERESTS OF MEMBERS OF THE CITY

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

XIII. INTEREST OF THE CONSULTANT

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

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

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

XIV. COMPLIANCE WITH LAWS

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

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

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

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

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

XV. ASSIGNABILITY

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

XVI. EQUAL EMPLOYMENT

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

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

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

XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM

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

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

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

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

XVIII. CITY CODE OF ETHICS

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

XIX. NEGATION OF AGENT OR EMPLOYEE STATUS

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

In no event and under no circumstances shall any provision of this Agreement make CITY or any political subdivision of the State of Florida liable to any person or entity that contracts with or that provides goods or services to CONSULTANT in connection with the Services the CONSULTANT has agreed to perform hereunder or otherwise, or for any debts or claims of any nature accruing to any person or entity against CONSULTANT; and there is no contractual relationship, either express or implied, between CITY or any political subdivision of the State of Florida any person or 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:
KIMLEY-HORN AND ASSOCIATES, INC.**

By: _____

Print Name: Scott W. Gilner, Vice President

Title: Pres Exec/Sr Vice Pres CEO Gen Partner

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

Other (must attach proof of authority): _____

License no: _____

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

[SEAL]

ATTEST:

CITY:
City of Tampa, Florida

By: _____

City Clerk/Deputy City Clerk

[SEAL]

By: _____

Bob Buckhorn, Mayor

APPROVED AS TO FORM:

Rachel S. Peterkin, Assistant City Attorney

EXHIBIT A

PROJECT UNDERSTANDING

The City of Tampa (City) has designated the West Tampa Community Redevelopment Area (WTCRA), per state statute. The City has also adopted a Community Redevelopment Plan for West Tampa. The next step is the development of a strategic action plan to guide use of revenues and redevelopment initiatives.

The Strategic Action Plan (SAP) for the WTCRA will be a five-year plan, with one-year increments, which identifies specific programs/investments for the public and private sectors. The SAP will detail a budget based upon anticipated tax increment funds, and other potential funding sources, and prioritize the expenditure of such funds. The SAP will also address and provide recommendations and strategies for encouraging private initiatives in the WTCRA.

Finally, the SAP will follow the goals and objectives of West Tampa Community Redevelopment Plan, adopted on June 11, 2015.

The West Tampa CRA District is a nationally registered historic neighborhood. The Firm will work to understand the historic and the socio-economic fabric of this traditional, working class and diverse neighborhood in framing the strategic redevelopment & implementation strategy. The SAP will indicate how the current residents and businesses will benefit from future housing, businesses, education, and social services that will be available due to future redevelopment efforts. The proposed SAP will have a strategic component that addresses the economic and gentrification impact of future development of the West Tampa community.

Key Firm Personnel:

Keith Greminger, Project Manger
Kelley Klepper Matt Femal Wade Wood Christopher Hatton Bill Spinner

Key Sub Consultant Personnel:

Kenneth Craveling Anthony Mondae Stephanie Ferrell Fred Hearn

SCOPE OF SERVICES

Kimley-Horn & Associates (Firm) will provide the services specifically set forth below.

None of the above-named subcontractor(s) shall be removed from the project by Firm without the City's prior written approval and if so removed shall be immediately replaced with an entity acceptable to City.

Furthermore, the following employees of Firm/a Firm subcontractor will be assigned to the Project ("Key Personnel"). Firm shall ensure that Key Personnel are available for services hereunder as long as such Key Personnel is/are in the employ of Firm and/or a Firm subcontractor. Firm shall ensure Key Personnel will be available to provide their respective services to the project during the term unless otherwise stated below or a subsequent reduction/increase is approved by City in advance and in writing. Further, Firm will ensure Key Personnel will not be removed without first obtaining the City's prior written approval after which such Key Personnel shall immediately be replaced with a person acceptable to City. The City understands that the Key Personnel will be leading a support team in each respective project discipline or task; it is not intended that each task be completed solely by the Key Personnel.

Firm shall provide the City with such information as necessary to determine the suitability of proposed new subcontractor/Key Personnel. The City will act reasonably in evaluating subcontractor/Key Personnel qualifications. Such acceptance, however, shall not constitute any responsibility or liability for the subcontractor's/individual's ability to perform the services.

Task 1 – Due Diligence Analysis

1.1 Project Kickoff Meeting

The Project Kickoff meeting will include one meeting with the City (and Community Advisory Committee (CAC) at the City's discretion), and members of the Firm to review project milestones and confirm project goals and objectives. A review of past studies and existing documentation related to the project will be provided to the Firm by the City and discussed. The Firm will develop the meeting agenda and provide meeting notes summarizing the discussion, action items, goals and objectives discussed at the kickoff meeting.

1.2 Past Studies Review

The City will provide the following documents to the Firm prior to conducting analysis and review. The following information is to be provided by the City, but is not limited to:

- West Tampa Community Redevelopment Plan
- Kennedy Overlay District Plan
- West Tampa Overlay District Plan
- West Tampa National Register (NR) Historic District Plan and NR Nomination Narrative
- City of Tampa Comprehensive Plan
- West Tampa Finding of Necessity Slum and Blight
- InVision Plan
- Hillsborough County School Board Planning for area schools
- Contributing Historic Structures Identification

The information provided by the City will be reviewed by the Firm and used as supplemental information in the data collection process and development of the SAP.

1.3 Infrastructure Existing Conditions Assessment

Working with information as mentioned in 1.2 above, and current City and County data, the Firm will provide an assessment of the current condition of infrastructure in the area and the ability to reuse or upgrade the existing infrastructure. The assessment will not include any direct inspection of infrastructure conditions but an opinion of probable cost of repair or upgrade costs will be produced

based upon our understanding of current infrastructure conditions (and future needs as outlined in the SAP) given data made available to us.

A one-day, City Department by Department interview in one-hour sessions to gain an understanding of the infrastructure and discipline conditions/needs for the West Tampa CRA.

The following types of infrastructure and services at a minimum shall be reviewed:

- **Parks** which will be verified for current capacity and utilization. The Firm shall evaluate the existing and proposed Parks and Recreation program based upon:
 - Current and projected population projections by age group
 - City of Tampa Comprehensive Plan adopted level of service (LOS) for pocket parks, neighborhood parks, community parks and regional parks
 - Special programs in the WTCRA conducted by Tampa Parks and Recreation provide by the City
 - SAP will recommend improvements, as needed, in a 5-year horizon and beyond
- **Schools and Education/Training**: The Firm will evaluate the existing and proposed education framework as provided from the Hillsborough County School Board for opportunities of consolidation and/or relocation strategies, as well as other local providers, i.e. daycare and afterschool programs; workforce initiatives; job training; CRA sponsored career/trade fairs; etc., as to existing conditions, enrollment, projections; graduation rates; placement and success metrics.
- **Streets and Transportation**, which will be reviewed for current Annual Average Daily Trips (AADT) volumes (if available); public transportation routes (current and planned); multi-modal opportunities (current and planned); bicycle and trail connectivity (current and planned).
- **Parking Supply and Demand**, based upon City provided parking inventory, the consultant will review existing supply, estimate potential demands imposed by development opportunities, look at shared parking scenarios, study real estate and corridor availability for additional capacity and make recommendations for parking solutions within selected districts or areas.
- **Brick street and granite curb preservation** opportunities or re-use: The Firm will review City provided existing inventory and record streets with brick pavers and/or granite curb within the district for community character enhancements.
- **Alleyways preservation** and maintenance opportunities will be evaluated in conjunction with public works and code enforcement for community character contribution and accessibility to properties.
- **Infrastructure Utilities** will be verified for water and sewer pipe size, material, capacity, age, and utilization through existing data made available by the City. An expected remaining life span for the utility will be assigned to each pipe segment based on age and material, which can then be utilized to help inform the decision-making process relative to positioning of developable lots and transportation corridors. Gas and Electric service in the area will be verified with Tampa Electric Company (TECO).

- **Stormwater-** The Firm will review City identified areas prone to flooding and evaluate future vulnerable areas. City-owned retention areas will be analyzed specifically to determine if any of them can be eliminated or reduced in size. Note: This will be a cursory analysis based upon existing information. It will not involve detailed stormwater modeling which may be necessary to identify how the stormwater system functions in West Tampa.

The Firm will focus on immediate action projects such as transportation; sidewalks; bike lanes; landscape; lighting and other urban design initiatives on major commercial corridors.

Information shall be presented in text and graphical formats, to create an asset map for the CRA. The Firm shall identify and prioritize all needs and provide recommendations to address opportunities and deficiencies.

1.4 Structures- Housing/Commercial/Industrial/Historic

The Firm will review and make recommendations for redevelopment and/or continued maintenance based upon information provided by the City, as per 1.2 above, of identified structures for:

- Condition
- Historic District Mapping - contributing vs non-contributing structures evaluation (inventory update is not included and will be considered an additional service)
- Ownership
- Pricing, attainability, and affordability
- Foreclosures
- Code violations and delinquencies

The review and recommendations will utilize and expand upon data already existing in the Community Redevelopment Plan, the Finding of Need and Determination of Blight Analysis, and other appropriate public and private resources.

- A. Historic Contributing Structures will be evaluated based upon:
 - Good, Average, Poor
 - Only Historic Contributing Structures in poor condition will be identified for potential maintenance recommendations
- B. Housing Ownership
 - a) Based on information provided by the County Property appraisers office the Firm will identify patterns of housing ownership by geographic area within the West Tampa CRA and will be mapped by type (Single Family Residences (SFR), Duplexes, Multi-Family, Townhomes, etc.)
 - b) Pricing, attainability, and affordability will be evaluated in context to the greater Tampa market.
 - c) Based upon geo-coded information provided by the City: code violations, foreclosures, absentee landlords, and tax delinquencies will be cross referenced with housing stock in poor condition.

The SAP will identify opportunities for the application of tax increment revenues to provide owner occupied improvement strategies as well as provide recommendations on uses of historic structures and incentives for improvements and preservation.

The Firm will work with the City to recommend a retention and home rehabilitation strategy for candidate homeowners.

1.5 Regulatory Documents

The Future Land Use – Zoning will be reviewed and evaluated based on the SAP direction and Firm discussion with the City of development opportunities.

A. Comprehensive Plan

- The Firm will review the City of Tampa Comprehensive Plan and other available long range plans provided to addresses the proposed needs of community.
- Review land use classifications for consistency within the West Tampa CRA to support the types of recommended development.

B. Zoning

- The Firm will review the current City of Tampa Zoning code to identify any regulatory inconsistencies and/or opportunities that may assist in the redevelopment process
- Review current zoning code and classifications that apply in the West Tampa CRA to support the types of development identified.

1.6 Human Services/Culture & History/Safety

The Firm will review existing services and practices of social and employment strategies to provide recommended enhancements where deficiencies are identified in the CRA including but not limited to:

- Mapping of Crime Statistics (latest two-years) as provided by the City
- Community focused strategy for crime prevention
- Best Practices to preserve the historic character and culture of the neighborhoods
- Rehabilitation and finance programs to maintain and/or rehabilitate/restore existing contributing historic structures
- Workforce initiatives – job training; CRA sponsored career/trade fairs; etc.

Task 2 – Economic Approach

2.1 Demographic/Economic Analysis

Pertinent demographic data and recent updates will be collected from state, regional, and local sources and analyzed, together with other economic information and projections for and affecting the West Tampa CRA. This analysis will provide context for a more definitive market analysis of market needs and opportunities in West Tampa.

2.2 Market Analysis

Market analysis will be made of general needs and opportunities for housing, commercial, light industrial, and institutional developments in the West Tampa CRA, including technology-related, creative, and educational activities. These analyses will reflect consultations with knowledgeable and active residential and commercial real estate brokers (e.g., CBRE, Colliers International, Jones Land LaSalle, Cushman & Wakefield) and representatives local economic and community development agencies and organizations (e.g., Tampa Economic and Urban Development Department, Tampa Hillsborough Economic Development Corporation, Tampa Bay Partnership) and review of factors that may affect and drive development, including:

- Types and amounts of existing land uses and economic activities in the CRA.
- Needs of the local population for goods, services, and employment.
- Types and status of current planned developments in the CRA.
- Location and access characteristics and other attributes of the CRA.
- Potential cultural and economic roles for West Tampa in the City and Bay area.

From these analyses, the general demand and potential market support for the following of various types and sizes will be identified for the West Tampa CRA, including identification of potential development opportunities for major corridors and other locations in the CRA:

- Housing
- Commercial
- Educational
- Industrial
- Institutional
- Mixed-use developments

Task 3 – Community Involvement

The Firm will work with the City and the CAC to identify key stakeholders, develop a communications plan and conduct a public outreach program for the SAP. The Firm will meet with City and CAC to identify key stakeholders within the West Tampa community to prepare for one (1) initial joint meeting to review goals and directives originated from the CRA Plan. The Firm will review the information from the public input that has already been conducted throughout the community leading up to the adoption of the West Tampa Community Redevelopment Plan. The Firm, in conjunction with the City, will compile a data base of key individuals, groups and organizations within the West Tampa CRA boundaries. This information will be updated as it becomes appropriate.

The Firm will prepare and distribute press releases, make public service announcements, meet with focus groups and use readily available social media to distribute information and get feedback from members of the West Tampa community. The Firm will use these methods to get information to and collect feedback from stakeholders who may not attend the community meetings.

It is anticipated the Firm will attend and participate in up to two (2) community outreach gatherings in the initial phase of the SAP project. Those gatherings are identified as: June 17, 2017 Juneteenth Street Celebration and July 4th holiday activities.

The purpose of the public involvement component is to obtain input from the West Tampa community-at-large and the CAC to provide goals, aspiration and direction for the SAP to keep all interested parties informed of the progress and recommendations.

The Firm will develop informational materials for use at public meetings and document input received at meetings. In addition, the Firm will create a project website page on the City website (per City requirements) to keep the community informed on the process and to receive electronic updates per milestone activities, i.e., meeting dates; outcomes, plan drafts and question and answer responses. It is anticipated the City or CAC will identify and secure the necessary meeting space to conduct all community engagements.

3.1 Initial Meeting

The Firm will hold one (1) initial meeting with CAC announcing the kick-off of the SAP. The meeting will validate goals, objectives and policies contained in the Community Redevelopment Plan and their consistency with the InVision Master Plan as relates to the West Tampa CRA area.

The anticipated schedule and Tasks of the SAP will be presented to the CAC to identify additional issues that the SAP should address. In addition, the Firm will discuss other methods for input gathering as needed to promote a broad outreach effort beyond those that attend meetings, and any additional stakeholders or community groups to be recognized.

3.2 Mid-Phase Meeting

The Firm will conduct one (1) joint meeting with the CAC and general community, to update the community on the due diligence efforts of Task 1, the directives of:

- West Tampa Community Redevelopment Plan
- InVision Master Plan
- Prior Action Plan Public Meetings
- Anticipated Tax Increment Funds (TIF) and West Tampa CRA budget

and the direction received from the CAC and in which it is heading on findings and recommendations.

The Firm will conduct community engagement activities to encourage ideas and reaction to the information to date. The exercises will focus on addressing community goals and objectives contained in the Community Redevelopment Plan and any new or related neighborhood opportunities.

The Firm will conduct one (1) feedback session with the City on prioritizing initial recommendations for West Tampa projects and spending priorities.

3.3 Final Meeting

The Firm will conduct one (1) joint meeting with the CAC and community to review the draft SAP and its recommendations including the prioritization of projects and expenditures based upon products developed under Task 4 recommending initial opportunities; three-five year initiatives and long range implementation strategies.

Task 4 – Planning/Project Development**4.1 Opinions of Probable Cost**

The Firm will develop an opinion of probable construction cost (OPC) for the identified infrastructure improvements based upon the final agreed-upon SAP. The OPC will be formatted for recommended improvements in a 5-year horizon and beyond such that defined areas will be subtotaled and that expected minimum construction costs can be identified to support the severability designed into the plan.

Note: Because the Firm does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Firm cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

4.2 Identification of Supportable Development Opportunities

Based on analyses and findings of the Demographic/Economic Analysis and Market Analysis, market needs and preliminary development opportunities and concepts will be identified and recommended for the West Tampa CRA targeting specific locations and neighborhoods. Care will be taken to ensure that recommended development is supportable to and compatible with activity-generating uses already in place as well as compatible with the cultural and architectural character and history of West Tampa. Results of this task will facilitate development of re-use strategies for City-owned property, reclamation of vacant properties, assembly of properties for development/redevelopment, and strategic use of tax increment funds.

4.3 Business Assistance/Workforce Development

Small retail and service businesses in a community redevelopment area typically are locally owned and operated. Their viability depends on the entrepreneurial skills of the owner/ operator and the availability of financial assistance to lower costs. The Firm will review current existing entrepreneurial training and small business assistance programs and make recommendations or enhancements reflecting successful "best practices" found in other communities.

4.4 Plan Development

Based upon the information gathered, and the input of City and CAC, the community and other key stakeholders, the Firm will begin to develop the SAP to meet the community objectives established.

Following the initial public meeting, the Firm will coordinate with the Client team to comment and provide planning support of SAP development. The SAP progression will be defined by the Client, CAC, and City staff for further refinement and modification for presentation at the second public meeting. Following the second public meeting the Consultant Team will provide continued planning support and further review with the Client team responsible for the content and deliverable for Strategic Action Plan submittal.

The Consultant Team shall coordinate closely on this important task, which shall commence immediately upon notification to proceed from the City. This task will serve as an umbrella for the entire project and formulate projects for the five-year action plan.

Opportunities and Constraints

The Firm will produce an inventory map identifying:

1. Proposed City capital projects
2. Known private sector initiatives
3. Mapping historic structures
4. Potential business incubator areas
5. City-owned properties, including large retention areas
6. Other governmental initiatives such as County, State and Federal projects, properties
7. Catalytic sites for instilling development opportunities

This map will be a tool for identifying the strengths and resources of the CRA and for the community to provide recommendations, comment and prioritize strategic opportunities for the SAP to leverage the positive aspects of the community and enhance community redevelopment initiatives.

Recommend/Prioritize Capital Improvements

Based upon the TIF projections, the economic analysis, infrastructure analyses, and the strategic approach adopted from community input, the Firm will recommend and prioritize capital projects. Initial consideration to be given to projects that promote safety, walkability and community connectivity.

Urban Design Initiatives

The Firm will provide an urban design/landscape recommendations or “Quick Wins” within the West Tampa CRA boundaries including:

- Streetscape projects
- Signage
- Gateways
- Public Art

Urban design recommendations will be prepared consistent with historic and overlay districts for use in future development of a Streetscape & Beautification Master Plan and used to guide private sector projects.

Task 5 – Implementation Strategies

5.1 Funding, Finance and Incentive Strategies

A non-proprietary TIF projection model will be developed for the West Tampa CRA in an EXCEL format compatible with City financial projections to project revenue growth in annual increments over 20 years, including revenue growth associated with changes in values of existing properties and revenue growth resulting from redevelopment and new development. Projections will be made for up to three (3) potential valuation trend and development scenarios.

In addition, a funding and finance strategy will be developed for utilizing projected TIF revenues and other potential funding and financing sources for public improvements and that leverage private investment. Other potential sources including, but are not limited to, TIF revenue bonds, Federal and

state and local grants, special assessments, financial incentives, business loans, and public/private partnerships.

Emphasis of this financial strategy will be on attracting private investment through targeted and judicious use of public funds as a leveraging tool. Potential private project funding and public/private partnership examples will be provided.

In addition to financing and funding strategies, needs for regulatory and financial incentives tailored to promote West Tampa redevelopment will be recommended.

Task 6 – Final Report

Projects will be identified in the SAP for recommended improvements an initial 5-year prioritization with a projection of opportunities to be assessed for a total of 20 years to 2037, including intermediate term (6-10 years), and long term (11-20 years) development opportunities.

This plan refinement Task 6 will consist of the subtasks as follows:

6.1 Plan Refinement

Based upon community directive received at the Mid-Phase Meeting and continued SAP development the Firm will produce a final report document that will contain:

- Existing Conditions Report
- Opportunities Map
- Proposed "Quick Wins" Initial Phase
- Five Year Redevelopment Strategy
- Funding and Finance Strategy TIF Projections

6.2 Rendering Coordination and Plan Production

Upon approval of the City, the Firm will provide a final SAP document with appropriate graphics and narratives with views for: one (1), aerial view of the proposed implementation SAP; two (2) street character views; two (2) views of SAP specific features.

The Firm shall provide 20 hard copies of the SAP along with two (2) electronic versions in Adobe Acrobat PDF, Word and Excel format on a thumb drive.

Task 7 – Project Team Meetings and Meetings with City, Community Advisory Committee and Stakeholders

The Firm will prepare for and attend the following meetings:

- One (1) Project Kick-Off Meeting
- Monthly Project Team meetings with City Staff (assumed six (6) months)
- One (1) City Department Infrastructure Due Diligence Meeting
- Community Outreach Gatherings (2)
- Three (3) Public Involvement Meetings (Initial/Mid-Phase/Final)
- Meetings with Stakeholders (2)



EXHIBIT B

Schedule

The Firm will provide our services based on the general timelines with identified completion timeframe for the various tasks of the project as outlined on attached schedule.

Fee and Expenses

The Firm will perform the services in Tasks 1 through 7 based upon the labor fees identified summarized into a lump sum per task.

Fees will be invoiced monthly based upon the actual services performed by task.

**Weest Tampa Community Redevelopment Area
Strategic Action Plan
Project Work Plan Summary
3-Apr-17**

Task Description	KH Labor Total	Fred Hearn	Urbanomics	Ferrell	Total
Task 1 - Due Diligence	\$9,000.00	\$250.00	\$1,250.00	\$4,675.00	\$15,675.00
1.1: Project Kickoff Meeting	\$500.00	\$250.00	\$250.00	\$250.00	\$1,250.00
1.2: Post Studies Review	\$1,500.00		\$1,000.00	\$825.00	\$3,325.00
1.3: Infrastructure Existing Conditions Assessment	\$4,000.00			\$600.00	\$4,600.00
1.4: Structures - Housing/Commercial/Industrial/Historic	\$1,000.00			\$1,150.00	\$2,150.00
1.5: Regulatory Documents	\$1,000.00			\$1,000.00	\$2,000.00
1.6: Human Services/Culture & History/Business Assistance/Workforce Development/Safety	\$1,000.00		\$500.00	\$850.00	\$2,350.00
Task 2 - Economic Approach	\$2,500.00	\$0.00	\$9,000.00	\$1,250.00	\$12,750.00
2.1: Demographic/Economic Analysis	\$1,250.00		\$4,000.00		\$5,250.00
2.2: Market Analysis	\$1,250.00		\$5,000.00	\$1,250.00	\$7,500.00
Task 3 - Community Involvement	\$10,000.00	\$6,750.00	\$1,750.00	\$1,750.00	\$20,250.00
3.1: Initial Meeting	\$3,500.00	\$2,250.00	\$500.00	\$500.00	\$6,750.00
3.2: Middle Phase Meeting	\$2,500.00	\$2,250.00	\$500.00	\$625.00	\$5,875.00
3.3: Final Meeting	\$4,000.00	\$2,250.00	\$750.00	\$625.00	\$7,625.00
Task 4 - Planning/Project Development	\$16,350.00	\$250.00	\$5,500.00	\$4,375.00	\$26,475.00
4.1: Opinion of Probable Costs	\$5,350.00				\$5,350.00
4.2: Identification of Supportable Development Opportunities	\$1,500.00		\$4,000.00	\$1,625.00	\$7,125.00
4.3: Business Assistance/Workforce Development	\$1,000.00	\$250.00	\$1,500.00		\$2,750.00
4.4: Plan Development	\$8,500.00			\$2,750.00	\$11,250.00
Task 5 - Implementation Strategies	\$1,500.00	\$0.00	\$2,000.00	\$1,250.00	\$4,750.00
5.1: Funding, Finance, and Incentive Strategies	\$1,500.00		\$2,000.00	\$1,250.00	\$4,750.00
Task 6 - Final Report	\$10,000.00	\$250.00	\$1,500.00	\$1,350.00	\$13,100.00
6.1: Plan Refinement	\$5,000.00	\$250.00	\$1,500.00	\$1,350.00	\$8,100.00
6.2: Rendering Coordination and Plan Production	\$5,000.00				\$5,000.00
Task 7 - Project Team Meetings and Meetings with City, Community Advisory Committee and Stakeholders	\$3,500.00	\$1,000.00	\$1,000.00	\$1,500.00	\$7,000.00
7.1: Meetings	\$3,500.00	\$1,000.00	\$1,000.00	\$1,500.00	\$7,000.00
Total Fee	\$52,850.00	\$8,500.00	\$22,500.00	\$16,150.00	\$100,000.00

Exhibit C

CITY OF TAMPA INSURANCE REQUIREMENTS

Prior to commencing any work or services or taking occupancy under that certain written agreement or award (for purposes of this document, Agreement) between the City of Tampa, Florida (City) and Firm/Awardee/Contractor/Consultant/Lessee/non-City party, etc. (for purposes of this document, Firm) to which this document is attached and incorporated as an Exhibit or otherwise, and continuing during the term of said Agreement (or longer if the Agreement and/or this document so requires), Firm shall provide, pay for, and maintain Insurance against claims for injuries to persons (including death) or damages to property which may arise from or in connection with the performance of the Agreement (including without limitation occupancy and/or use of certain property/premises) by Firm, its agents, representatives, employees, suppliers, subcontractors, 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 leader of the City shall be covered as additional insureds on all liability coverage (e.g. CGL, AL, and Excess (Umbrella) Liability) as to liability arising out of work or operations performed by or on behalf of Firm including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Firm. Coverage can be provided in the form of an endorsement to Firm's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 10 20, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 if later revisions used).

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

Contract Administration Department, 306 E Jackson St, Tampa, FL 33602 Purchasing Department, 306 E Jackson Street, Tampa, FL 33602

Other: _____

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

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

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

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

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

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

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

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

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

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



Exhibit D

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

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

Contract No.: 16-D-00030 Contract Name: WEST Tampa OPA STRATEGIC ACTION PLAN DEVELOPMENT
Company Name: KIMLEY-HORN Address: 655 N. FRANKLIN ST. SUITE 150
Federal ID: 56-0885615 Phone: 813-620-1400 Fax: Email: KATHY.GREMMER@KIMLEY-HORN.COM

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

[] No Firms were contacted or solicited for this contract.

[] No Firms were contacted because:

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

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

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

Table with 6 columns: Federal ID, Company Name, Address, Phone, Fax, Email, Type of Ownership, Trade or Services, NIGP Code, Contact Method, Quote or Response Received. Rows include URBANONICS INC., FERRELL REDEVELOPMENT, and FRED HEARNS TOURS, LLC.

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

Signed: [Signature] Name/Title: SCOTT W. GILNER, PE VICE PRESIDENT Date: 4/12/2016

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

Forms must be included with Bid / Proposal



Exhibit D

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

Page 3 of 4 - DMI Solicited/Utilized Schedules
City of Tampa - Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers)
(FORM MBD-20)

Contract No.: 16-D-00030 Contract Name: WEST TAMPA CRA STRATEGIC ACTION PLAN DEVELOPMENT
Company Name: KIMMOY-HORN Address: 655 N. FRANKLIN ST. SUITE 150, TAMPA, FL.
Federal ID: 56-0865615 Phone: 813-620-1460 Fax: Email: KETH.GRENINGER@KIMMOY-HORN.COM

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

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

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

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

[] No Firms are listed to be utilized because:

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

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

Table with 6 columns: Certification, Company Name/Address/Phone/Fax/Email, Type of Ownership, Trade/Services/Materials/NIGP Code, \$ Amount of Quote/Letter of Intent, Percent of Scope or Contract %.

Total ALL Subcontract / Supplier Utilization \$ 47,150
Total SLBE Utilization \$ 16,150
Total WMBE Utilization \$

Percent SLBE Utilization of Total Bid/Proposal Amt. 16.15% Percent WMBE Utilization of Total Bid/Proposal Amt. %

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

Signed: [Signature] Name/Title: SOTT W. GILBERT VICE PRESIDENT Date: 4/12/2017

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

Forms must be included with Bid / Proposal