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RESOLUTION NO. 2018-58

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$264,265.23 BETWEEN THE CITY OF TAMPA AND GREENMAN-PEDERSEN, INC. IN CONNECTION WITH CONTRACT 17-D-00019; CHANNELSIDE DR., CUMBERLAND AVE. TO KENNEDY BLVD. - DESIGN PROJECT; AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE.

WHEREAS, via the competitive selection process in accordance with Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act and consistent with Federal procurement policies, as applicable, the City of Tampa (City) selected Greenman-Pedersen, Inc., as (Consultant) to provide professional services in connection with Contract 17-D-00019; Channelside Dr., Cumberland Ave. to Kennedy Blvd. - Design, (Project) as detailed in the Agreement for Consultant Services (Agreement); and

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

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

NOW, THEREFORE,

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

Section 1. That the Agreement between the City of Tampa and Greenman-Pedersen, Inc., in connection with Contract 17-D-00019; Channelside Dr., Cumberland Ave. to Kennedy Blvd. - Design as detailed in said Agreement, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in substantially similar form.

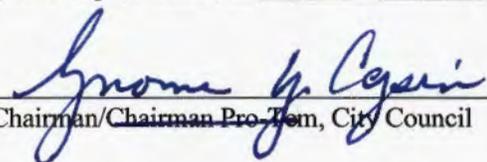
Section 2. That the Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk to attest and affix the official seal of the City of Tampa to, said Agreement on behalf of the City of Tampa.

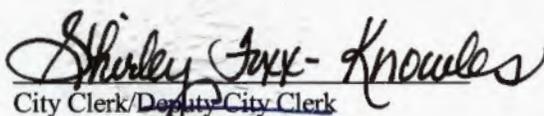
Section 3. That award of a contract for professional services is provided in the amount of \$264,265.23 for the Channel District Community Redevelopment Agency (CRA) within the Channel District CRA Fund.

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 JAN 25 2018.

ATTEST:


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


City Clerk/~~Deputy City Clerk~~

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

B2018-58

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT ("Agreement") made and entered into at Tampa, Florida, as of the ____ day of _____, 2018, which is the date Resolution No. 2018-____ 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 Greenman-Pedersen, Inc. a/an New York Corporation authorized to do business in the State of Florida, ("CONSULTANT"), the address of which is 1000 North Ashley Drive, Suite 100, 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 17-D-00019; Channelside Dr., Cumberland Ave. to Kennedy Blvd. – Design ("PROJECT") in accordance with this Agreement; and

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

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

I. GENERAL SCOPE OF THIS AGREEMENT

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

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

II. DATA AND SERVICES TO BE PROVIDED BY THE CITY

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

III. PERIOD OF SERVICE

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

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

IV. GENERAL CONSIDERATIONS

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

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

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

V. COMPENSATION

The CITY shall compensate the CONSULTANT for the services performed with this Agreement a lump sum (by task) of \$264,265.23 to be billed in accordance with **Exhibit B**.

VI. PAYMENT

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

VII. RECORDS

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

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

VIII. PERSONNEL

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

IX. SUSPENSION, CANCELLATION OR ABANDONMENT

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

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

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

X. TERMINATION

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

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

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

XI. INSURANCE

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

XII. INTERESTS OF MEMBERS OF THE CITY

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

XIII. INTEREST OF THE CONSULTANT

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

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

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

XIV. COMPLIANCE WITH LAWS

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

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

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

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

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

XV. ASSIGNABILITY

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

XVI. EQUAL EMPLOYMENT

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

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

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

XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM

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

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

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

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

XVIII. CITY CODE OF ETHICS

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

XIX. NEGATION OF AGENT OR EMPLOYEE STATUS

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

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

XX. SEVERABILITY

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

XXI. CHOICE OF LAW

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

XXII. DESIGNATION OF FORUM

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

XXIII. AUTHORIZATION

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

XIV. ENTIRE AGREEMENT

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

XXV. INDEMNIFICATION

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

XXVI. ESTOPPEL/WAIVER

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

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

XXVII. AUDIT REQUIREMENTS.

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

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

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

XXVIII. DEFAULT

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

XXIX. BUDGET APPROPRIATIONS

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

XXX. SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, prohibits agencies or local governmental entities from contracting with companies for goods or services of \$1,000,000 or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, (effective October 1, 2016), or is engaged in a boycott of Israel

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

XXXI. PUBLIC RECORDS

A. **Exempt Plans.** CONSULTANT pursuant to this Agreement (and as part of the solicitation process that resulted in award of this Agreement) may hold, come into possession of, and/or generate certain building plans, blueprints, schematic drawings, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, facility, or other structure owned or operated by the City or an agency (singularly or collectively "Exempt Plans"), which pursuant to Section 119.071(3), Florida Statutes, are exempt from Section 119.07(1), Florida Statutes and Section 24(a), Art. I of the Florida State Constitution. CONSULTANT certifies it has read and is familiar the exemptions and obligations of Section 119.071(3), Florida Statutes; further that CONSULTANT is and shall remain in compliance with same, including without limitation maintaining the exempt status of such Exempt Plans, for so long as any Exempt Plans are held by or otherwise in its possession. This section shall survive the expiration of earlier termination of this Agreement.

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

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

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

CONSULTANT transfers all public records to the CITY upon completion (or earlier termination) of the Agreement, CONSULTANT shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion (or earlier termination) of the Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the agency.

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

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

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

**CONSULTANT:
GREENMAN-PEDERSEN, INC.**

By: _____

Print Name:

Title: Pres Exec/Sr Vice Pres CEO Gen Partner

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

Other (must attach proof of authority): _____

License no: _____

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

[SEAL]

ATTEST:

**CITY:
City of Tampa, Florida**

By: _____

City Clerk/Deputy City Clerk

[SEAL]

By: _____

Bob Buckhorn, Mayor

APPROVED AS TO FORM:

Rachel S. Peterkin, Assistant City Attorney

EXHIBIT A**I. PROJECT DESCRIPTION**

This project consists of improving the multimodal safety along Channelside Drive from the crosswalk located adjacent to the Port of Tampa access drive and the Visitors Center, south of the traffic circle located at Cumberland Avenue to north of the intersection of Kennedy Boulevard.

Greenman-Pedersen, Inc. (FIRM) shall perform all preliminary data collection to be referenced in the development of corridor improvement iterations with the City of Tampa (CITY). As part of data collection efforts, the FIRM will manage public involvement, review of existing applicable reports, traffic data collection and analyses (including roundabout at Channelside Drive and Kennedy Boulevard), survey control information, utility locates, stormwater infrastructure identification, Right-of-Way (ROW) identification, and permitting identification. All data shall be assessed to determine alternative designs to achieve multimodal safety and accessibility along the corridor. The FIRM anticipates that the design may include lane reassignment along Channelside Drive, wider sidewalks and completion of sidewalk gaps, pedestrian friendly crosswalks, possible curb reconstruction, plus aesthetic beautification. The FIRM shall define the appropriate capacity for the full build-out of the Channel District.

The FIRM shall refer to the Florida Department of Transportation (FDOT) Context Classification, *Completing Florida's Streets* to ensure the development of context sensitive project alternatives and practical design solutions. The FIRM shall evaluate the existing roundabout located at Channelside Drive and Cumberland Avenue to determine if any geometric improvements are needed. This scope shall also provide a detailed analysis for the consideration of a roundabout at the intersection of Channelside Drive and Kennedy Boulevard.

Three signalized intersections within the project limits are located at Channelside Drive and E Whiting Street, E Washington Street / E York Street, and E Kennedy Boulevard. Traffic signal improvements will be recommended to compliment any geometric changes. The FIRM shall assess each signalized intersection and provide recommendations for improvements, where necessary to facilitate safe pedestrian crossing on all legs. These recommendations shall be coordinated with the CITY and FDOT (at E Kennedy Blvd).

It is anticipated that the construction of new sidewalk, where none presently exist, shall be recommended throughout the project limits along one or both sides of Channelside Drive. The FIRM shall closely review and provide sidewalk connectivity where sidewalk exists at side road intersections. Including, and not limited to, an Americans with Disabilities Act (ADA) Survey Report to evaluate ADA compliance of pedestrian features included in this project.

Streetscape design recommendations, including irrigation, shall be included in this project and designed in a separate set of component plans. The FIRM shall have close coordination throughout this project to ensure that high quality greenspaces are created to allow the planting of context sensitive landscape features.

The posted speed limit on Channelside Drive is 35 mph within the project limits. The FIRM shall evaluate the posted speed limit and existing crash data to determine if traffic calming measures need to be incorporated to improve safety and reduce crashes.

Coordination Requirements

This project shall be coordinated with CITY departments, Hillsborough County, Florida State, and private development. The FIRM shall coordinate work activities with any ongoing and / or planned CITY projects that may affect this project. The CITY and FIRM shall coordinate with local governmental entities to ensure project concepts are compatible with local improvements and ROW activities. There are many entrances to major venues within the project corridor including, but not limited to the Florida Aquarium and Port Tampa Bay. The FIRM shall remain mindful of the project's impact on all potential users along this corridor, and recommendations shall be made to minimize impacts on accessibility and mobility. The FIRM shall inform the CITY of all coordination activities with other agencies or entities prior to holding such activities. The CITY shall be included in all such coordination activities.

Specific Exclusions

The following project specific exclusions are identified:

- Upgrade of existing 24" water line
- Streetcar and/or track improvements

II. PROJECT OBJECTIVES

The project shall focus on the following objectives:

- Improve safety for all intended users
- Improve multimodal mobility and connectivity to adjacent City areas / venues
- Improve existing drainage deficiencies (if necessary)
- Maintain consistency with adjacent improvement projects
- Define appropriate capacity for the "full build-out" of the Channel District
- Maintain or improve traffic volumes and capacity for the full build-out of the Channel District
- Improve aesthetic value
- Provide a consistent theme that can be expanded and incorporated along adjacent corridors

III. PROJECT REQUIREMENTS AND PROVISIONS FOR WORK

The FIRM shall conduct engineering analyses and design consistent with the project objectives.

The FIRM shall review and become familiar with project documents and materials that have been prepared prior to the project. The FIRM shall also review concepts and reports (e.g., typical sections, alignments, planning reports) developed from prior planning studies. The FIRM shall review the following existing planning studies:

- Port of Tampa Master Plan
- Water Street Alternative Phase I Roadway Network Analysis (and any available subsequent Phases)
- Tampa Streetcar Technical Memorandum, Signing and Pavement Marking Review
- Downtown Circulation Study (Tampa Hillsborough Expressway Authority)

A. Governing Regulations

Services performed by the FIRM shall comply with all applicable regulations, including but not limited to, CITY and FDOT Manuals and Guidelines (the latest editions).

B. Key Personnel

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

The Key Personnel identified for this project are as follows:

Principal-in-Charge – Scott M. Deitche (GPI)
 Project Manager – Danielle Joyce, PTP (GPI)
 Deputy Project Manager – Travis Justice, PE (GPI)
 Survey – Matt LaLuzerne, PSM (GPI)
 Conceptual Design – Todd Potter, PE (GPI)
 Environmental Permitting and Compliance – Blake Meinecke, PWS (GPI)
 Public Involvement / Community Engagement – Tammy Vrana, AICP (Vrana Consulting, Inc.)
 Traffic Assistance - Deborah Snyder, PE, PTOE (Vibe, Inc.)
 Transit Assistance – James Fogarty, PE, LEED AP (JRB Solutions, LLC)
 Peer and Constructability Review – Tommy Capell, PE (KCI Technologies, Inc.)
 Traffic Data Collection – Nancy Adams, PE (Adams Traffic, Inc.)
 Landscape Architecture Design – Rachel Rodgers, RLA, ASLA (L.A. Design, P.A.)
 Geotechnical – Jessica McRory, PE (Arehna Engineering, Inc.)
 Subsurface Utility Investigation – Shannon Wright (Omni Communications)

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

C. Lead Agency, Cooperating Agencies and Participating Agencies

The FIRM shall support the CITY, as the Lead Agency, in coordination efforts with the following defined Cooperating Agencies:

- Florida Department of Transportation (FDOT)
- Port Tampa Bay
- Tampa Hillsborough Expressway Authority (THEA)
- Hillsborough Area Regional Transit (HART)

D. Meetings and Presentations

The FIRM shall attend the Kick-off Meeting, where the CITY shall outline relevant contract and project information. The FIRM shall attend any additional meetings necessary to undertake the activities of this Scope of Services. This includes meetings with CITY staff and/or resources agency staff, other firms, or other meetings. It is anticipated that monthly progress and review meetings shall be needed.

The FIRM shall attend meetings or deliver presentations as requested in writing by the CITY with at least 48-hour notice. The FIRM shall prepare and submit the meeting notes for all meetings identified in this Exhibit A for the CITY for review.

E. Communication

The FIRM shall communicate with the CITY to discuss and resolve issues or solicit information regarding this project. The FIRM shall include the CITY when seeking and receiving advice from various State, regional, local agencies, and citizen groups.

The FIRM shall respond to information requests related to the project from third parties at the direction, and with the approval, of the CITY. The FIRM shall assist the CITY in preparing the content of the letters from CITY personnel to other agencies, public officials, and others as needed or requested. The FIRM shall coordinate with all disciplines of the project to fulfill this Scope of Services to produce a Preliminary Engineering Report (PER) and final set of construction documents.

F. Schedule

A preliminary schedule that shows timeline and sequence of proposed tasks is included in Exhibit B with the total lump sum compensation. Within ten (10) business days after the Notice to Proceed, and prior to the FIRM beginning work, the FIRM shall submit a detailed project activity / event schedule to the CITY. The schedule shall indicate all required submittals, critical path activities, and key project milestones/activity codes.

G. Computer Automation

The FIRM shall develop concept plans and alternatives designs utilizing the FDOT Automated Computer Aided Drafting and Design (AutoCADD) format, software, plans production requirements outlined in the FDOT CADD Manual. The FIRM shall submit final documents and files as described in the FDOT CADD Manual. Concept plans and alternatives designs shall also be displayed using Google Earth-ready KMZ format files. The concept plans shall have both existing and proposed engineering and environmental features.

The FIRM may choose to use 3D computer visualization and virtual reality throughout the life of the project to aid in the public involvement efforts.

H. City Documents Review

The FIRM shall request, in writing, any available documents relevant to facilitate the project analysis and review. These documents may include the following topics listed, but not limited to:

- Community Reinvestment Act (CRA) plans
- Transportation Management Plan(s)
- Utilities and underground infrastructure

IV. PROJECT DEVELOPMENT

A. Public Involvement

1. Public Involvement Plan

The FIRM shall prepare the project Public Involvement Plan (PIP) that identifies the following:

- PIP objectives
- Key stakeholder groups (e.g., neighborhood/community organizations, elected officials, participating agencies, etc.)
- Outreach and communication methods (including maintenance of a community contacts list)
- Public involvement activities, venues, and anticipated schedule
- Methodology for reporting and responding to public comments

2. Community Meetings

The FIRM shall engage the community during meetings to gain input and feedback to inform project development and decision making. The FIRM shall support the CITY in preparation for the following meetings:

- Community Meeting #1 – Community Needs and Preferences
 - Interactive Workshop Format
 - Preliminary Alternatives discussion
 - Charrettes and comment cards to document stakeholder
- Community Meeting #2 – Design Recommendations
 - Presentation of findings and preferred alternative

For these meetings, the FIRM shall be responsible for the following:

- Identify the meeting venue appropriate for the expected public involvement meetings
- Prepare outreach materials (e.g., flyers, letters, website content, media release)
- Distribute outreach materials, including advertisement or postage costs (FIRM)
- Develop agenda, handouts, presentations, displays, engagement activities, and public comment instruments
- Set-up and tear-down including registration table, comment box, and wayfinding signs
- Facilitate meetings
- Compile and summarize public input

Meeting materials shall be submitted to the CITY for review and approval at least seven (7) days prior to their distribution or use. In conjunction with each community meeting, the FIRM shall participate in briefing and debriefing meetings to the CITY.

The FIRM shall attend and participate in the meetings with a suitable number of personnel with appropriate technical expertise (based on project needs), as authorized by the CITY.

3. Other Meetings

At the request and direction of the CITY, the FIRM will provide support and participation in two (2) meetings/briefings total with the following entities:

- Community Redevelopment Agency (CRA) Board
- CRA Community Advisory Committee (CRA-CAC)
- Other agencies and entities, as directed

CITY staff shall conduct all meetings and presentations provided to Local Governments and MPOs/TPOs. The FIRM shall prepare the needed presentation materials as directed by the

CITY. The FIRM shall be responsible for participating in the meetings, as well as documenting the meeting summaries/minutes with a memo.

The FIRM shall use computer three-dimensional (3D) or virtual reality modeling to assist with the public involvement activities throughout the life of the project. This technology shall be used to visualize effects and encourage adoption of proposed sustainable designs and ideas.

B. Existing Conditions Analysis

The FIRM shall conduct field observations to review existing field conditions, obtain additional data required to understand the project area, assess project needs, identify physical and environmental constraints, develop and analyze project alternatives, and assess constructability issues.

The FIRM shall collect data describing existing conditions and characteristics of the project including roadway geometrics, typical section elements, signing (guide signs, warning, regulatory), signalization (including phasing, timing, and detection), other operational features, ROW requirements, and other data applicable to modes and sub-modes of transportation, including walking/pedestrians, bicyclists, public transit users, and freight (including loading/unloading and parking, emergency response vehicles, service vehicles, and freight handler vehicles).

The FIRM shall analyze existing conditions to identify and verify current transportation deficiencies as they relate to the needs and objectives of this project.

C. Survey

The FIRM shall establish and survey control points along the project corridors using static GPS and digital leveling. The survey control points will be utilized to support design surveys performed for subsequent phases of the project. In addition, stationed baselines will be computed within the limits of the project for each segment of the roadway. Monumenting, referencing and surveying of the stationed baselines is not included. Any additional mapping services are excluded, but can be performed under a separate written authorization. All surveying and mapping activities shall be performed in accordance with the Standards of Practice for Surveying and Mapping in the State of Florida. The survey map shall be prepared using the most current version of AutoCAD. The survey deliverables will include AutoCADD files depicting the surveyed project control points, computed /stationed baselines and approximate ROW lines and a certified surveyors report detailing the control efforts.

The FIRM shall coordinate for access to any private property required to perform the project survey activities. The FIRM shall coordinate with applicable CITY project survey requirements, review existing survey data. The FIRM shall request existing survey control as well as GIS shape or cadd files of the approximate ROW lines along the project corridors from the CITY. Establishing or recovering ROW alignments and/or limits and review of right of way maps, subdivision plats, exiting surveys associated title work is not included.

D. Utility Coordination and Review

All utility coordination activities shall be performed by the FIRM.

1. Identify Existing Utility Agency Owner(s) (UAO)

The FIRM shall identify all utilities in the corridor concurrently with surveying to establish a Sunshine One-Call design ticket. As-built documentation shall be requested from each UAO for verification of complete designation, and a review shall be made to ensure consistency with field designated data. Proper identification of design coordination contact information shall be made during this activity.

2. Make Utility Contacts

The FIRM, with the CITY's assistance, shall contact and distribute plans to the applicable UAO(s). The FIRM shall be responsible for providing the appropriate quantity of plans sets or CDs/DVDs to the CITY. A memo requesting that the UAO's verify/mark all existing facilities shall be sent along with the plans.

E. Traffic Analyses

This project has been identified to have a particularly complex future traffic demand in consideration of planned work and development within the project proximity.

1. Data Collection

The FIRM shall collect the following traffic data:

- Current corridor traffic counts that may be provided in any previous study that is readily available
- 72-hour traffic machine counts (approach volumes and departure volumes at 15-minute intervals) at the following intersections:
 - Channelside Drive and E Cumberland Avenue (3)
 - Channelside Drive and E Whiting Street (2)
 - Channelside Drive and E Washington Street (3)
 - Channelside Drive and E Kennedy Boulevard (2)
- 4-hour manual vehicle turning movement counts for peak hours at required intersections:
 - Channelside Drive and E Cumberland Avenue
 - Channelside Drive and E Whiting Street
 - Channelside Drive and E Washington Street
 - Channelside Drive and E Kennedy Boulevard
- Queue observations along the project corridor

All manual vehicle turning movement counts shall include vehicle classification data, pedestrian counts, and bicycle counts. The FIRM shall evaluate the axle correction factors for all machine counts to validate the vehicle turning movement count classification data.

If available, the FIRM will consider event data at area attractions including but not limited to Port Tampa Bay (cruise schedule information), Florida Aquarium, Amalie Arena, Tampa Visitors Center, Tampa History Museum, and area hotels.

2. Operational Analysis

To define the appropriate road capacity for the "full build-out" of the Channel District, the FIRM shall prepare a forecast and analysis methodology which shall be agreed upon by the CITY prior to beginning any analysis. The Traffic Analysis Methodology (TAM) shall be limited to two different alternatives and the existing condition for a total of three scenarios. The TAM shall also include an approach or procedure to evaluate safety performance of the project alternatives.

The development of future forecast data shall consider the currently adopted version of the Hillsborough County Metropolitan Planning Organization (MPO) Long Range Transportation Plan (LRTP) travel demand model: Tampa Bay Regional Planning Model. The FIRM shall validate the travel demand model at a subarea level.

The FIRM shall analyze the operational performance of viable or feasible alternative(s) for opening and design years and any interim years as appropriate. Opening year, interim year, and design year. The analysis shall include multimodal evaluation for pedestrian, bicycle, and transit

operations. The analysis shall also include evaluation of access management in relation to traffic safety and operational efficiency within the Study Area. The FIRM shall evaluate the operational effectiveness of alternatives using agreed upon performance Measures of Effectiveness (MOEs). Manual count data shall be used to obtain existing design hourly volumes and historical and seasonal adjustments as appropriate. All existing design hourly volumes shall be balanced before being used in the analysis. Oversaturated conditions and locations with complex geometry or operations may require microsimulation.

Capacity analysis shall be based on the latest FDOT Highway Capacity Manual procedures. Use of micro-simulation traffic analysis software such as Synchro, SimTraffic and/or VISSIM may be used for this project, as necessary. Each microsimulation model shall be appropriately calibrated to existing conditions and validated to reflect known travel patterns or other relevant data.

The FIRM shall submit all traffic analysis files, assumptions, inputs, outputs, network data, calculations, and results to the CITY.

3. Calibration and Validation

The FIRM shall submit calibration and validation data for the project in compliance with all rules and regulations.

4. Safety Analysis

The FIRM shall obtain the most recent three (3) years of available data from existing crash databases. The crash data shall include the number and type of crashes, crash locations, number of fatalities and injuries, and estimates of property damage and economic loss. The crash analysis shall include long form data and collision diagrams for fatalities, bicycle/pedestrian and other pertinent crashes along the corridor as determined by the FIRM.

Based on the crash data, the FIRM shall identify project safety needs associated with the existing and future conditions. The FIRM shall use the Highway Safety Manual (HSM) procedures to estimate the safety performance of the project alternatives as agreed upon in the TAM.

5. Project Traffic Analysis Report

The FIRM shall prepare the Project Traffic Analysis Report (PTAR) to document development of design traffic volumes and results of the traffic analysis for each of the Alternatives, which includes the transit, bicycle, and pedestrian analysis. The results shall be shown on diagrams for each alternative and discussed in the report, and compare and contrast the operational and safety performance of all alternatives evaluated in detail.

F. Roundabout Evaluation

The FIRM shall evaluate the design alternative to include a roundabout at the intersection of Channelside Drive and Kennedy Boulevard. The FIRM shall analyze and document Roundabout Evaluation Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. The FIRM shall perform a Roundabout Screening for assessment of potential site impacts such as utility adjustments, ROW takes, environmental mitigation, and access management. The FIRM shall perform an operational analysis to establish the roundabout alignment and lane requirements. Roundabout geometric and operational analysis shall be documented in the PTAR.

G. Transit Systems and Service Analysis

1. Existing and Planned Transit Infrastructure and Services

The FIRM shall review transportation systems planning data developed for long range plans, any previously completed technical feasibility studies, adjacent district-scale development plans, and other planning efforts within the Study Area. The FIRM shall also gather and review necessary data related to existing and planned transit infrastructure and service characteristics within the Study Area including stop locations, alignment/routing, frequency, span, vehicle loads, vehicle speeds and delays, typical passenger delay, typical wait times, and ridership by stop and by route. The FIRM shall analyze the existing and planned transit system to identify deficiencies from both transit agency and transit user perspective.

2. Connectivity and Accessibility

The FIRM shall analyze existing connectivity and accessibility conditions with respect to bicycles, pedestrians, freight and automobile demands or travel patterns within the project area. The FIRM shall develop and evaluate potential multimodal connectivity and accessibility concepts that are consistent with the needs of the project. This activity will at a minimum include the following:

- Analyzing connectivity for developments to existing and planned modes and multimodal facilities with a focus on transit services, bicycle connectivity, and pedestrian connectivity between adjacent districts, the broader city, and the region. Special emphasis shall be placed on bicycle and pedestrian access near existing or potential transit station locations and cruise terminals.
- Analyzing project accessibility features that focus on providing new bicycle parking facilities (both on-street and off-street), bicycle sharing facilities, and new local transit, circulator, and / or shuttle bus connectivity.
- Analyzing and accommodating accessibility consistent with ADA
- Expanding existing or providing new public parking facilities.
- Enhancing, expanding, or providing new loading spaces for delivery vehicle, taxis, tour buses, and/or other types of passenger vehicles.
- Analyzing park-and-ride lots or potential express bus service if considered express lanes could impact ingress/egress locations.
- Analyzing transit facilities in relation to the development of a comprehensive transit network, particularly shelters, larger stops that may require additional ROW, park-and-ride lots, Transportation Systems Management and Operations (TSM&O) features relative to Transit Signal Priority (TSP), Queue Jump, and other premium transit treatments
- Enhancing access for passengers to adjacent cruise terminals or other port facilities

3. Transit Operational Analysis

The FIRM shall evaluate transit operations for each Study analysis year with respect to projected traffic conditions. The analysis methodology shall be developed in consultation with the CITY, local transit and coordinating agencies, and other agencies as appropriate. The FIRM shall identify the appropriate fleet or vehicle requirements, travel times, station boarding times, transit vehicle acceleration and deceleration requirements, route miles, and vehicle revenue hours. The FIRM will make recommended revisions to the operating plan during the alternatives analysis depending on feedback collected and anticipated productivity of potential transit routes.

The FIRM shall also perform the following activities in connection with the project:

- Assess supporting infrastructure for multimodal accommodation at appropriate locations.
- Assess effect on existing and planned traffic, transit services, and park-and-ride facilities

- Conduct analysis of transit vehicle ingress and egress at station locations and other merge/diverge conditions.
- Assess the need for Transit Signal Priority (TSP) at all signalized intersections.
- Assess use of mixed-traffic access management along the corridor to reduce conflicts and improve capacity.

The FIRM shall prepare a Transit Operational Memo documenting the methodology, analysis and results of transit operational analysis and transit service plan.

4. Transit Station Infrastructure Alternatives

The FIRM shall evaluate station locations based on market potential, and shall define and evaluate potential enhancements for transit facilities where they may be insufficient.

The FIRM shall review multimodal access to each of the existing station and facility sites. The FIRM shall identify access issues and provide potential solutions. The solutions can range from the widening or extending of exiting roadways, sidewalks, new roadway connections, bicycle facilities, or other pedestrian accessibility. This shall be coordinated with the CITY and local governmental agencies, included but not limited to, Hillsborough Area Regional Transit (HART) regarding streetcar crossings to ensure a cohesive alternatives analysis and design.

H. Environmental Assessment

In an effort to adequately assess the potential for project alternatives impact to environmental resources, the FIRM shall collect pertinent environmental data, conduct analyses, and document the results in a technical memorandum. Wherever appropriate, the FIRM shall describe proposed measures to avoid, minimize, or mitigate project impacts on the environmental issues.

I. Alternatives Evaluation

The FIRM shall identify, develop, and assess up to two (2) preliminary project alternatives that would meet the purpose and need for this project. The FIRM shall verify the purpose and need statement for the project based on the information obtained from the existing data, safety analysis, evaluation of existing conditions, evaluation of traffic projections, and from input received through the public involvement process.

The FIRM shall consider freight, pedestrian, bicycle, and transit modes in the development and evaluation of project alternatives to be commensurate with a goal of improving overall mobility, access, connectivity, safety and efficiency. Multimodal accommodation may include analysis of on-street parking and loading zone modifications / removal, park-and-ride facilities as necessary.

The FIRM shall consider and evaluate the potential impacts of the project alternatives on bicycle and pedestrian travel, and propose measures to avoid or reduce adverse impacts to bicyclists and pedestrians that would use the project. Furthermore, development of alternatives shall consider previously completed projects that have the likelihood of impacting the project corridor. The FIRM shall also consider supporting Transportation Demand Management and parking management strategies consistent with the transportation context and the needs of all users of the project.

1. Comparative Alternatives Evaluation

After developing and analyzing viable alternatives, and estimating preliminary costs, the FIRM shall prepare an evaluation matrix which compares the impacts, performance, and costs of the alternatives evaluated in detail. The evaluation matrix shall include the performance of the No-Build Alternative as the baseline for comparison.

2. Selection of Recommended Alternative

The CITY to select a recommended alternative based on review and analysis of engineering, environmental, and public involvement issues related to this project, as presented by the FIRM to advance the design phase. By considering project goals and objectives, and results of initial analysis in consultation with the CITY, the FIRM shall identify and document alternatives to be eliminated from further detailed study.

J. Concept Plans

The FIRM shall produce a base map of the project area using CITY's CADD standards. The base map shall contain survey datum and existing characteristics for the project. The base map shall show environmental issues that are specific to the Study Area such as cemeteries, wetlands, historic properties, high-risk contamination sites, public parks, and property lines.

The FIRM shall prepare the following base maps:

- Overall Project Location Map
- Overall Drainage Map
- Conceptual Plans, 40-scale

The FIRM shall prepare and overlay alternative concept plans on the base map. The concept plan shall show potential location for culverts, retaining walls, ROW lines (existing and proposed), major utility facilities, intersection, critical driveways, and median openings, among other roadway elements, proposed landscaping scheme development and plant types.

The FIRM shall finalize the preferred alternative concept plans by incorporating comments received from the public meetings and as directed by the CITY.

K. Project Development Deliverables

The FIRM shall compile and transmit draft documents to the CITY for review. For each submittal, the FIRM shall include a Transmittal Cover Letter that includes, at a minimum, the file name and format of each electronic file and the number of hardcopies (if any) as directed by the CITY.

The FIRM shall also submit to the CITY three (3) hard copies of each draft document to the CITY for review in addition to the electronic submission. The CITY shall review draft submittals and provide the FIRM with review comments. The FIRM shall address comments, prepare a matrix of comments and responses as applicable, and submit revised documents. The FIRM shall assist the CITY in resolving the comments received from the CITY, Cooperating Agencies, resource agencies and the public, including preparation of individual responses. The FIRM anticipates the following deliverables:

- Project Schedule
- Public Involvement Plan (PIP)
- Agency Coordination Meeting Minutes
- Meeting agendas, handouts, notes, and minutes
- Research Design and Survey Methodology
- Survey data
- Existing Conditions Assessment Technical Memorandum
- Traffic Analysis Methodology (TAM) Technical Memorandum
- Project Traffic Analysis Report
- Alternative Analysis Memorandum (including construction cost estimate and evaluation matrix)

- Conceptual Design Plan Set
- Preliminary Engineering Report (PER) Summary of findings document

V. QUALITY CONTROL

The FIRM shall be responsible for the professional quality and technical accuracy of all surveys, documents, technical studies, calculations, maps, reports, conceptual plans, designs, drawings, specifications and other services furnished by the FIRM under this contract.

VI. COMPENSATION

Compensation for the scope of services described shall be in accordance with Exhibit B. The total lump sum for the services is of \$264,265.23 and will be invoiced monthly based upon the progress of the services performed.

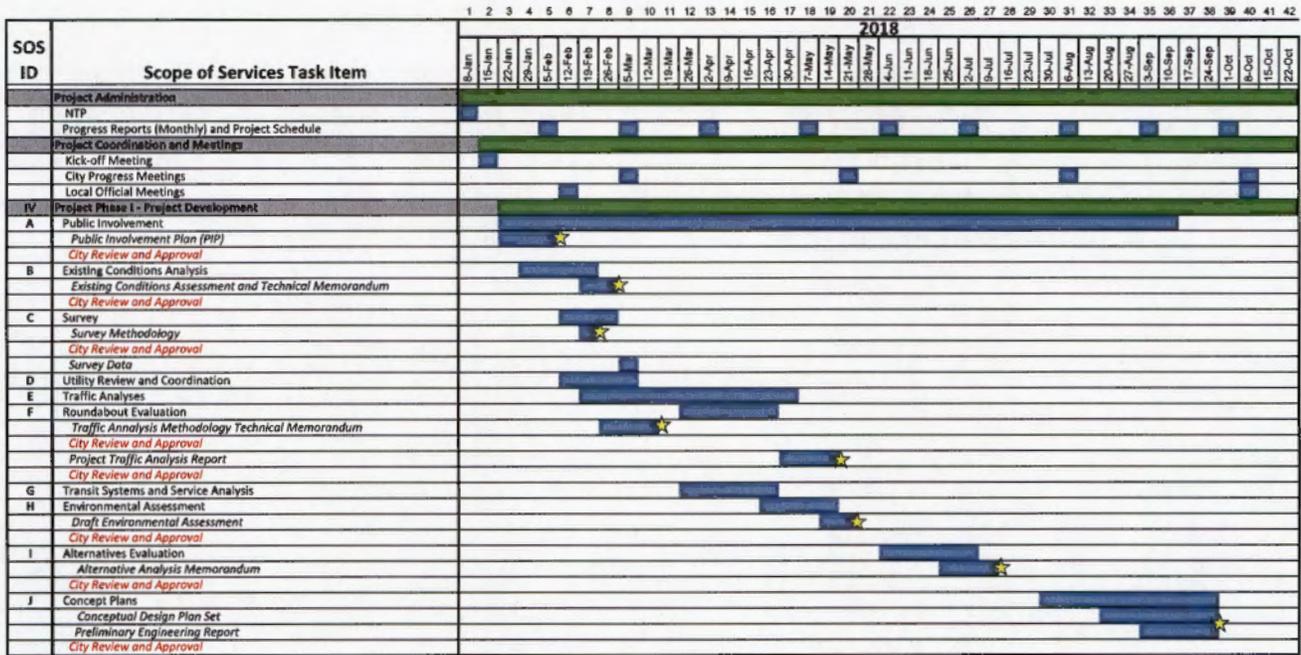
City of Tampa
 Channeled Drive Drive, Cumberland Ave to Kennedy Blvd - Design
 No. 17-D-00019
 December 2017
 Exhibit B - Lump Sum Compensation

SOS ID	GPI Scope of Services Activity	Senior Principal	Project Manager	Senior Engineer	Project Engineer	Project Designer	Engineering Intern	Senior Environmental Scientist	Environmental Scientist I	Principal Surveyor	4 Man Survey Crew	Project Surveyor	Survey Analyst	Senior GIS Analyst	Admin. Assistant	Total Hours	Total \$
	Hourly Rate	\$ 220.00	\$ 150.00	\$ 155.00	\$ 130.00	\$ 130.00	\$ 85.00	\$ 135.00	\$ 75.00	\$ 140.00	\$ 120.00	\$ 100.00	\$ 75.00	\$ 120.00	\$ 40.00		
	Project Administration	12	120	40	0	0	0	0	0	0	0	0	0	0	8	180	\$27,320.00
A	Public Involvement	12	80	24	24	0	24	8	4	0	0	0	0	84	12	272	\$35,700.00
B	Existing Conditions Analysis	2	32	10	0	4	8	4	4	0	0	0	0	8	0	72	\$9,710.00
C	Survey	0	2	0	0	0	0	0	0	10	16	24	24	12	0	88	\$10,060.00
D	Utility Review and Coordination	0	8	8	20	16	0	0	0	0	0	0	0	4	8	56	\$7,040.00
E	Traffic Analysis	0	40	40	48	48	80	0	0	0	0	0	0	32	0	288	\$34,560.00
F	Roundabout Evaluation (Vibe Engineering)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
G	Transit Systems and Service Analysis (JB Solutions, LLC)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
H	Environmental Assessment	0	4	0	0	0	0	32	24	0	0	0	0	16	0	76	\$8,640.00
I	Alternatives Evaluation	10	36	38	16	30	0	4	4	0	0	0	0	4	0	112	\$17,990.00
J	Concept Plans	8	40	80	76	76	0	4	0	0	0	0	0	0	0	264	\$35,840.00
	SubTotal Hours	32	242	180	184	154	112	52	36	10	16	24	24	156	16	1,238	\$185,660.00

Arkane Traffic (Traffic Data Collection)																	\$6,295.67
JB Solutions, LLC (Transit Systems and Service Analysis)																	\$7,040.00
RCI Technology, Inc. (Consultability Review of Alternatives)																	\$3,045.12
Vibe Engineering (Roundabout Evaluation, Forecasting, Peer Review)																	\$18,724.44
Viang Consulting, Inc. (Public Involvement Support)																	\$18,000.00

Total Subcontract Fees	\$67,886.23
Administrative Expenses	\$15,000.00
Total Project Costs	\$264,355.23

City of Tampa
 Channelside Drive Drive, Cumberland Ave to Kennedy Blvd - Design
 No. 17-D-00019
 December 2017
 Exhibit B - Proposed Project Schedule



Legend: ■ Phase Duration ■ Activity in Progress by GPI □ City Review Period ☆ Submittal

Notes:

1. Activities are subject to change based on scheduled meetings and lead time for reviews.
2. Schedule will be finalized 10 days following Notice to Proceed

Exhibit C

CITY OF TAMPA INSURANCE REQUIREMENTS

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

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

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

MINIMUM SCOPE AND LIMIT OF INSURANCE ¹

- A. Commercial General Liability (CGL) Insurance on the most current Insurance Services Office (ISO) Form CG 00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily, personal and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and completed operations liability coverage maintained for at least 3 years after completion of work. Limits shall not be less than \$1M per occurrence and \$2M general aggregate for Agreements valued at \$2M or less; if valued over \$2M, a general aggregate limit that equals or exceeds the Agreement's value. If a general aggregate limit applies; it shall apply separately to the project/location (ISO CG 2S 03 or 2S 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 (CP/L)/ 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 (CRPL) 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 repair, providing safe berth, air/watercraft storage/docking (on land/ in water), fueling, tours, charters, ferries, dredges, tugs, mooring, towing, boat/aircraft equipment/repair/alteration/maintenance, etc.; coverage against liability for damage to vehicles air/watercraft, their machinery in Firm's care, custody, or control both private & commercial. Limits at least equal to greater of \$1M, value of max number of vehicles that may be in Firm's custody, or of most costly object in Firm's custody. (IF APPLICABLE)

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

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

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

ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

Contract No.:17-D-00019 Contract Name: Channelside Dr., Cumberland Ave. to Kennedy Blvd. - Design
Company Name: Greenman-Pedersen, Inc. Address: 1000 N. Ashley Dr., Suite 100, Tampa, FL 33602
Federal ID: 11-2537074 Phone:813-632-7676 Fax:813-632-7683 Email: djoyce@qpinet.com

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

No Firms were contacted or solicited for this contract.

No Firms were contacted because: _____

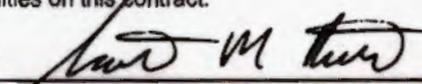
See attached list of additional Firms solicited and all supplemental information (List must comply to this form)

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

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

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
W	Adams Traffic, Inc. 2404 Airport Road, Suite 2, Plant City, FL 33563 (813)763-7763 nadams@adamstraffic.com	CF	925	E	Y
34-1993664					
W	Arehna Engineering, Inc. 5012 W. Lemon St., Tampa, FL 33609 (813)944-3464, jmcroy@arehna.com	CF	925		N
26-3947444					
O	JRB Solutions, LLC 3023 Eastland Blvd, Suite 110, Clearwater, FL 33761 (727) 504-5637, james@jrbsol.com	CM	925	E	Y
81-0771191					
O	KCI Technologies, Inc. 10401 Highland Manor Drive, Suite 120, Tampa FL 33610 (813) 740-2300, thomas.capell@kci.com	N/A	925	E & P	Y
52-1604386					
S/W	L.A. Design, P.A. 10948 N. 56 th Street, Suite 200, Tampa, FL 33617 (813) 985-1142; Rachel.rodgers@ladesignfl.com	F	906	P	Y
59-3299120					
S/W	Omni Communications, LLC 8509 E Benjamin Rd., Tampa, FL 33634 (813)852-1888, jstafford@omni-communication.com	CF CM	925		N
02-0572109					
W	VIBEngineering, Inc. 700 Central Ave., Suite 302, St. Petersburg, FL 33701 (727)317-4967 scalhoun@vibeengineering.com	CF	925	E & P	Y
46-2667875					
O	Vrana Consulting, Inc. 260 Tucker St., Safety Harbor, FL 34695 (727) 415-1200, tvrana@vciplanning.com	CF	912	E	Y
26-1977781					

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

Signed:  Name/Title: **Scott M. Deitche, Executive Vice President** Date: 12/21/2017

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



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

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

Contract No.:17-D-00019 Contract Name: Channelside Dr., Cumberland Ave. to Kennedy Blvd. - Design
Company Name: Greenman-Pedersen, Inc. Address: 1000 N. Ashley Dr., Suite 100, Tampa, FL 33602
Federal ID: 11-2537074 Phone:813-632-7676 Fax:813-632-7683 Email: djoyce@gpinet.com

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

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

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

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

No Firms are listed to be utilized because: _____

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

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

S = SLBE W=WMBE O =Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
W	Adams Traffic, Inc. 2404 Airport Road, Suite 2, Plant City, FL 33563 (813)763-7763 nadams@adamstraffic.com	CF	925	\$6,295.67	2.53%
34-1993664					
W	Arehna Engineering, Inc. 5012 W. Lemon St., Tampa, FL 33609 (813)944-3464, jmcrony@arehna.com	CF	925	NA	NA
26-3947444					
O	JRB Solutions, LLC 3023 Eastland Blvd, Suite 110, Clearwater, FL 33761 (727) 504-5637, james@jrbsol.com	CM	925	\$7,040.00	2.82%
81-0771191					
O	KCI Technologies, Inc. 10401 Highland Manor Drive, Suite 120, Tampa FL 33610 (813) 740-2300, thomas.capell@kci.com	N/A	925	\$3,045.12	1.22%
52-1604386					
S/W	L.A. Design, P.A. 10948 N. 56 th Street, Suite 200, Tampa, FL 33617 (813) 985-1142; Rachel.rodgers@ladesignfl.com	F	906	NA	NA
59-3299120					
S/W	Omni Communications, LLC 8509 E Benjamin Rd., Tampa, FL 33634 (813)852-1888, jstafford@omni-communication.com	CF CM	925	NA	NA
02-0572109					
W	VIBEngineering, Inc. 700 Central Ave., Suite 302, St. Petersburg, FL 33701 (727)317-4967 scalhoun@vibeengineering.com	CF	925	\$28,224.44	11.32%
46-2667875					
O	Vrana Consulting, Inc. (STATE OF FL WMBE) 260 Tucker St., Safety Harbor, FL 34695 (727) 415.1200 tvrana@vciplanning.com	CF	912	\$18,000.00	7.22%
26-1977781					

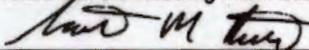
Total ALL Subcontract / Supplier Utilization \$ 62,605.23

Total SLBE Utilization \$ 0.00

Total WMBE Utilization \$ 34,520.11

Percent SLBE Utilization of Total Bid/Proposal Amt. 0 % Percent WMBE Utilization of Total Bid/Proposal Amt. 13.85 %

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

Signed:  Name/Title: **Scott M. Deitche, Executive Vice President** Date: 12/21/2017

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