Agmt

CAD/vm

RESOLUTION NO. 2018- 1125

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF $868,966.41 BETWEEN THE CITY OF TAMPA AND AYRES ASSOCIATES INC IN CONNECTION WITH CONTRACT 18-D-00007; TWO WALK-BIKE FDOT LAP PROJECTS - DESIGN; 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 Ayres Associates Inc ("Consultant") to provide certain professional services 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 professionals services; and

WHEREAS, it is in the best interests of the City to enter into the Agreement.

NOW, THEREFORE,

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

Section 1. That the Agreement between the City of Tampa and Ayres Associates Inc in connection with Contract 18-D-00007; Two Walk-Bike FDOT LAP Projects - Design as detailed in said Agreement, a copy of which is attached hereto and made a 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. Approval of an agreement in the amount of $868,966.41 in connection with the 46th Street from Busch Boulevard to Fowler Avenue and East Columbus Drive from North Nebraska Avenue to 14th Street Projects within the Multi Modal Capital Improvement Projects North Central District Fund, the Local Option Gas Tax Capital Projects Fund, and the Transportation Grants Capital Projects Fund for use by the Transportation and Stormwater Services Department.

Section 4. That the 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 DEC 20 2018.

Chairman/Chairman Pro-Tem, City Council

ATTEST:

Shirley Foxx-Knowles

City Clerk/~~Deputy City Clerk~~

Approved as to legal sufficiency by
Rachel S. Peterkin, Assistant City Attorney

1/2018-32

CITY OF TAMPA FDOT-LAP 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. _____ 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 Ayres Associates Inc, a/an Wisconsin corporation authorized to do business in the State of Florida, ("CONSULTANT"), the address of which is 8875 Hidden River Parkway, Suite 200, Tampa, FL 33637.

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 18-D-00007; Two Walk-Bike FDOT LAP Projects – 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 under this Agreement an amount not to exceed $868,966.41 to be billed in accordance with **Exhibit B**.

VI. PAYMENT

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

VII. RECORDS

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

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

VIII. PERSONNEL

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

IX. SUSPENSION, CANCELLATION OR ABANDONMENT

In the event the PROJECT is suspended, cancelled or abandoned, the CONSULTANT shall be given fifteen (15) days prior written notice of such action and shall be compensated for the professional services provided and

reimbursable expenses incurred up to the date of suspension, cancellation or abandonment in an amount mutually agreed to by the CITY and CONSULTANT and supported by back-up documentation.

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

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

X. TERMINATION

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

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

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

specifications and other documents and plans that result from the CONSULTANT's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the CITY.

XI. INSURANCE

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

XII. INTERESTS OF MEMBERS OF THE CITY

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

XIII. INTEREST OF THE CONSULTANT

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

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

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

XIV. COMPLIANCE WITH LAWS

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

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

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

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

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

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

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

XV. ASSIGNABILITY

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

XVI. EQUAL EMPLOYMENT

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

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

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

XVII. DBE / EQUAL BUSINESS OPPORTUNITY PROGRAM

A. CONSULTANT shall comply with the FDOT DBE Program.

B. CONSULTANT shall demonstrate good faith effort toward the utilization of City certified Women/

Minority Business Enterprise (W/MBE) and Small Local Business Enterprise (SLBE) subconsultants or suppliers.

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

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

XVIII. CITY CODE OF ETHICS

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

XIX. NEGATION OF AGENT OR EMPLOYEE STATUS

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

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

XX. SEVERABILITY

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

XXI. CHOICE OF LAW

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

XXII. DESIGNATION OF FORUM

Any party bringing a legal action or proceeding against any other part arising out of or relating to this

Agreement may bring the legal action or proceeding in the United States District Court for the Middle District of Florida, Tampa Division or in any court of the State of Florida sitting in Tampa.

XXIII. AUTHORIZATION

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

XIV. ENTIRE AGREEMENT

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

XXV. INDEMNIFICATION

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

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

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

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

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

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

XXVI. ESTOPPEL/WAIVER

No waiver of any provisions of this Agreement shall be effective unless it is in writing, signed by the party

against whom it is asserted and any such waiver shal
shall not be deemed to be a continuing waiver.

The failure of the CITY to enforce any term or
estoppel of any subsequent violation of this Agreeme

XXVII. ALLOWABLE COSTS

The City will determine allowable costs in accordanc

XXVIII. DEFAULT

In accordance with 24 CFR 85.43, a default shal
as authorized by this Agreement, noncompliance with
the Agreement, failure to comply with the audit req
a timely or proper manner. A cancellation for defau
remedy for the CONSULTANT's breach of warranty to t
the professional engineering services prior to cance

XXIX. BUDGET APPROPRIATIONS

The CITY is subject to Section 166.241, Florida
any fiscal year except in pursuance of budgeted ap
budgeted and appropriated sufficient monies to fun
however, all funding under this Agreement for subse
funds or insufficient funds are appropriated for e
CONSULTANT in writing of such occurrence and the Ag
expense to the CITY on the last day of the fiscal ye
of the CITY hereunder shall not constitute a genera
Constitution.

XXX. SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, prohibits ag
a contract for goods or services (i) of any amount
boycott of Israel and (ii) of $1 million or more, v
Activities in Sudan List, Scrutinized Companies wit
in business operations in Cuba or Syria. A company
enter into or renew a contract with an agency or lo
with companies that are on the Boycott Israel List o
companies that are on either the Scrutinized Compan
Activities in the Iran Petroleum Energy Sector Li
CONSULTANT certifies that it is not in violation
acknowledges and agrees this Agreement may be termi
foregoing certification is false or (ii) CONSULTANT
Israel, or been engaged in business operations in Cu

XXXI. PUBLIC RECORDS

A. Exempt Plans. CONSULTANT pursuant to this Agr
resulted in award of this Agreement) may hold, com
blueprints, schematic drawings, including draft, pr
structural elements of a building, facility, or oth
or collectively "Exempt Plans"), which pursuant to
119.07(1), Florida Statutes and Section 24(a), Art.
read and is familiar the exemptions and obligatio

CONSULTANT is and shall remain in compliance with s
status of such Exempt Plans, for so long as any Exe
shall survive the expiration of earlier termination

B. Data Collection. Pursuant to Section 119.071(5
collected from CONSULTANT by the CITY should such nu
reporting purposes. To the extent CONSULTANT collec
acting on behalf of the CITY pursuant to the terms
requirements of Florida's Public Records Law.

C. Access. The CITY is a public agency subject to
Statutes, 119.0701, CONSULTANT agrees to comply with

1. CONSULTANT shall keep and maintain public
services under this Agreement;

2. Upon request by the CITY, provide the CITY
records in total on in part that are exempt from dis
a reasonable time (with provision of a copy of such
CITY would provide the records and at a cost that d
as otherwise provided by law;

3. Ensure that records, in part or in total,
disclosure requirements are not disclosed except as
following completion (or earlier termination) of the
CITY;

4. Upon completion (or earlier termination) o
after such event either transfer to the CITY, at no
and maintain the public records in compliance with
public records to the CITY upon completion (or earli
any duplicate records that are exempt or confidenti
CONSULTANT keeps and maintains public records upon
CONSULTANT shall meet all applicable requirements f
must be provided to the CITY in a format that is cor

The failure of CONSULTANT to comply with Chapter 11
Article shall be grounds for immediate unilateral te
the option to withhold compensation due CONSULTANT u

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

XXXII. PERFORMANCE EVALUATION

At the end of this Agreement, the CITY will evalua
become public record.

XXXIII. AUDIT REQUIREMENTS

A. In the event, that during the period of t

$750,000.00 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: Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 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 $750,000.00 during an operating year, the 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.

B. Each nonstate entity shall comply with all applicable requirements of section 215.97, F.S., and any agency-specific Special Audit Requirements. A State single audit is required if an nonstate entity expends $750,000 or more of State financial assistance in any fiscal year of such nonstate entity in accordance with the requirements of the Florida Single Audit Act.

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 the City Clerk, and the CONSULTANT has hereunto set its hand and Seal in TRIPLICATE, as of the Effective Date.

CONSULTANT:
Ayres Associates Inc.

[SEAL]

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.

ATTEST:

By: _____
City Clerk/Deputy City Clerk

[SEAL]

CITY:
City of Tampa, Florida

By: _____
Bob Buckhorn, Mayor

APPROVED AS TO FORM:
Authorized by Resolution No. 2018-_____

_____
Rachel S. Peterkin, Assistant City Attorney

EXHIBIT A

SCOPE OF SERVICES

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

PURPOSE

The purpose of this Exhibit A is to describe the scope of work and the responsibilities of Ayres Associates Inc (FIRM) for the design and preparation of a complete set of construction contract documents together with incidental engineering services as necessary, for two (2) Florida Department of Transportation (FDOT) Local Agency Program (LAP) funded walk-bike projects. FIRM's preparation of a complete set of contract documents shall include plans, specifications, supporting engineering analysis, calculations, and other technical documents, for each respective project in accordance with, among other things, applicable FDOT policy, procedures, and requirements. These contract documents will be used by one or more contractors to build each respective project. These contract documents will also be used for inspection and final acceptance of each respective project. FIRM shall follow a systems engineering process to ensure that all required components for each respective project are included in the development of the contract documents and can be built as designed and to specifications. FIRM shall demonstrate good project management.

For these two walk-bike projects FIRM shall provide the services as are generally (i) set forth in the attached and incorporated **Attachment A-A** regarding N. Columbus Drive Complete Street (from Nebraska Ave. (SR45) to 14th St) hereinafter referred to as the "COLUMBUS DR PROJECT" and commonly known as Project #1001221 with FINANCIAL PROJECT ID(S): 436639-1-38-01, which shall provide for the reconfiguration of the 0.4 mile segment of existing 2-lane (one travel lane in each direction) undivided arterial roadway to provide the addition of marked, on-road bicycle lanes on both sides of the roadway and on-street parking aisle to one side of the roadway as more specifically described in Attachment A-A and (ii) set forth in the attached and incorporated **Attachment A-B** regarding 46th Street Walk-Bike Project (from SR580 (Busch Blvd) to SR582 (Fowler Ave)) hereinafter referred to as the "46TH STREET PROJECT" and commonly known as Project #1001220 with FINANCIAL PROJECT ID(S): 437246-1-38-01, which shall provide for the addition of pedestrian and bicycle facilities on 46th Street between Busch Boulevard and Fowler Avenue, including installation of Shared Lane Markings from Busch Boulevard to Bougainvillea Avenue; additional wide sidewalks between Bougainvillea Avenue and Fowler Avenue; and additional safety improvements at the intersection of 46th Street and Linebaugh Avenue.

The general objective of this Exhibit A is for FIRM to prepare a set of contract documents including plans, specifications, supporting engineering analysis, calculations and other technical documents in accordance with, among other things, applicable Florida Department of Transportation (FDOT) policy, procedures, and requirements for the COLUMBUS DR PROJECT and 46TH STREET PROJECT, which together comprise the PROJECT.

References to "Activities" in Attachments A-A and A-B correlate to same found in FDOT Scope of services template and are intended to incorporate applicable provisions of same. Paragraph numbering in Attachments A-A and A-B mirror the FDOT Scope of Services template and section numbers omitted are not included; accordingly, numbering may not be consistent.

[END OF EXHIBIT A]

ATTACHMENT A-A

COLUMBUS DR PROJECT SCOPE OF SERVICES

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

1 PURPOSE

The purpose of this Attachment A-A to Exhibit A of the Agreement is to describe the scope of work and the responsibilities of FIRM in connection with the design and preparation of a complete set of construction contract documents and incidental engineering services, as necessary, for improvements to the transportation facility defined as the COLUMBUS DR PROJECT portion of the PROJECT and as more particularly described herein.

2 COLUMBUS DR PROJECT DESCRIPTION

The FIRM will review and become familiar with the concepts and commitments (typical sections, alignments, etc.) developed in the City of Tampa Walk-Bike Plan Phase I – Final Report dated June 2011 prepared by Tindale-Oliver & Associates, Inc. for the Metropolitan Planning Organization for Transportation and the CITY. The FIRM will use these concepts and commitments as a basis for FIRM's design unless otherwise directed by the CITY in writing.

COLUMBUS DR PROJECT: Providing on-road bike lanes, on-street parking, safety improvements and travel lanes along Columbus Drive from North Nebraska to 14th Street.

2.1 Project General and Roadway (Activities 3, 4, and 5)

Public Involvement: FIRM will attend and prepare for one (1) public meeting prior to the 60% Design submittal.

Other Agency Presentations/Meetings: Four (4) presentations / meetings with agencies / stakeholders will be prepared and attended by the FIRM to address individual issues as related to the COLUMBUS DR PROJECT.

Specification Package Preparation: FIRM will prepare specifications and construction documents for the COLUMBUS DR PROJECT.

Plan Type: FIRM will prepare roadway plans which will include any City of Tampa Water and/or Waste Water relocations.

Typical Section: FIRM will prepare one (1) typical section: 2-lane roadway with sidewalks on each side, bike lanes and travel lanes with on-street parking on the south side.
Pavement Design: FIRM will prepare pavement plans to include milling and resurfacing to restore original profile grade.

Transit Route Features: Bus Stop – one (1) at 10th Street

Major Intersections/Interchanges: Nebraska Avenue and 14th Street

Level of Traffic Control Plans (TCP): Level 1, as described in Section 4.7 below.

2.2 Drainage (Activities 6a and 6b)

System Type: Closed urban system with several inlets requiring upgrades and potential replacement.

2.3 Utilities Coordination (Activity 7)

The FIRM will certify all utility negotiations have been completed and that arrangements have been made for utility work, not to conflict with the physical construction schedule, to be undertaken. The FIRM will coordinate the transmittals to Utility Agency Owners (UAO(s)) to meet production schedules.

Utility coordination by the FIRM will include but not be limited to:
1. Ensuring FDOT standards, policies, procedures, practices, and design criteria are followed;
2. Identifying existing and proposed utilities and resolve utility conflicts;
3. Scheduling and attending utility design meetings, recording meeting minutes (including a written summary), and tracking action items;
4. Distributing plans and utility conflict matrices to UAO(s);
5. Identifying any required FDOT agreement and coordinate reimbursement for utilities;
6. Managing all utility coordination activities for the UAO(s) on the COLUMBUS DR PROJECT which include but not limited to: Frontier Communications, Level 3 Communications, TECO Peoples Gas, City of Tampa Water and Wastewater Departments, Tampa Electric, Charter Communications, XO Communications and Verizon

2.3.1 Preliminary Investigation

A Sunshine 811 design ticket will be acquired by the FIRM to determine the UAO(s) within the COLUMBUS DR PROJECT limits. An investigation of the available utility records, as-builts, and atlas maps will be performed by the FIRM to support the utility locating efforts.

2.3.2 Electronic Designating

FIRM will utilize electromagnetic equipment to detect and designate utilities at eight (8) locations as designated by the CITY. FIRM will provide paint markings and/or flags on the ground service to show the approximate horizontal position of the existing utilities at the respective locations. A Subsurface Utility Exploration (SUE) field manager will be present to provide quality assurance of the work performed.

2.3.3 Ground Penetrating Radar (GPR) Investigation

Ground penetrating radar technologies will be employed by the FIRM to determine the presence of subsurface anomalies related to utility infrastructure at eight (8) locations as designated by the CITY in advance and in writing.

2.3.4 Vacuum Excavation/Mast Arm Clearing

FIRM will perform vacuum excavations at up to eight (8) locations as designated by the City in advance and in writing to a maximum depth of eight feet. Excavated areas shall be restored with the existing soil and graded to the existing condition. The results of the vacuum excavation will be marked (in paint) in the field and represented on SUE data sheets. A SUE field manager will be present to provide quality assurance of the work performed.

2.4 Environmental Permits, Compliances, and Clearances (Activity 8)

The FIRM will apply to the Southwest Water Management District (SWFWMD) for a permit exemption. No other environmental permit applications are included in this scope. No compensatory wetland mitigation is required.
The FIRM will apply for a City Tree Permit.

2.5 Structures (Activities 9 – 18)

Miscellaneous: Due to traffic signal head adjustments, modifications or addition of illuminated signs, FIRM will perform strain pole and strain cable analysis. The FIRM will design a replacement

pole for the NW corner of Nebraska Avenue.

2.6 Signing and Pavement Markings (Activities 19 & 20)

Signing and Pavement Markings plans, designed and provided by the FIRM will include roadway re-striping in accordance with Section 2.1 – Typical Section above.

The FIRM will analyze the need for a mid-block crossing and Rectangular Rapid Reflecting Beacon (RRRB) for one (1) location.

2.7 Signalization (Activities 21 & 22)

Intersections: FIRM will coordinate signal head modifications/adjustments in accordance with proposed intersection restriping plans, prepared by the FIRM at North Nebraska Avenue and 14th Street and FIRM will also evaluate the need for a mid-block crossing along the COLUMBUS DR PROJECT and coordinate signal head modifications/adjustments as needed per FIRM's evaluation.

2.9 Landscape Architecture (Activities 25 & 26)

Planting Plans: FIRM will prepare planting plans to reflect intermittent urban street trees and ground cover.

2.10 Survey (Activity 27)

Design Survey: FIRM to perform topographic survey along Columbus Drive from North Nebraska Avenue to 14th Street.

Subsurface Utility Exploration: The FIRM will perform eight (8) SUE locations as designated by the CITY in advance and in writing.

2.12 Mapping (Activity 29)

Control Survey Map: To be provided by CITY.

2.17 Geotechnical (Activity 35)

The FIRM will perform geotechnical investigation consisting of ten (10) pavement cores along Columbus Drive spaced approximately 500 feet apart in each lane to confirm existing pavement section to be milled and resurfaced. Six (6) cores will be taken adjacent to the existing gutters in each lane to assist in restoring the initial gutter profiles. One (1) Standard Penetration Test (SPT) Boring will be taken at the NW corner of the Nebraska Avenue intersection.

2.19 Project Schedule

The schedule for completion of final documents for these services will be twelve (12) months from the Notice to Proceed (NTP). The FIRM will provide a detailed project schedule within ten (10) days from the NTP. The FIRM has allotted three (3) weeks for CITY review time for each design submittal as described under Section 2.20, below.

The schedule will indicate all proposed design submittals.

The approved schedule and schedule status report, along with progress updates, will be submitted with the monthly progress report.

2.20 Submittals

The FIRM will furnish contract documents to coordinate the work involved with the COLUMBUS DR PROJECT.

The FIRM is required to provide five (5) signed and sealed hard copies for the Final Design submittal. Hard copy sets will be in 11"x17" format at 1" = 40' scale. The following submittals will be required by the CITY and/or FDOT for review:

Concept /Survey and Typical Sections submittal (~15%) – one electronic
60% Design (FDOT ERC Review) – one electronic and one electronic for FDOT
90% Design - one electronic
100% Design (FDOT ERC Review) - one electronic and one electronic for FDOT
Final Design (FDOT ERC Review) – two (2) hard copies and one electronic and one electronic for FDOT

The FIRM will update and incorporate all submittal comments.
At the Final Design submittal, the FIRM will provide electronic .dwg and .pdf files in the most current version of AutoCAD being used by the CITY.

3 PROJECT COMMON AND PROJECT GENERAL TASKS

Project Common Tasks

Project Common Tasks, as listed below, are work efforts that are applicable to many project activities, 4 Roadway Analysis through 35 Geotechnical. These tasks are included in the COLUMBUS DR PROJECT scope for each applicable activity to be performed by the FIRM.

Cost Estimates: The FIRM will produce, review and update the cost estimate at the 90% and 100% milestones of the COLUMBUS DR PROJECT. A Summary of Pay Items sheet will be prepared and included in the plans.

Technical Special Provisions: The FIRM will provide Technical Special Provisions for all items of work not covered by the FDOT Standard Specifications for Road and Bridge Construction. The Technical Special Provisions will provide a description of work, materials, equipment and specific requirements, method of measurement and basis of payment. Draft Technical Special Provisions will be submitted to the CITY for review as part of the 90% Design submittal. The FIRM will correct and resolve all comments provided by the CITY on the 90% Design submittal. Final Technical Special Provisions, as part of the Final Design submittal, will be digitally signed and sealed in accordance with applicable Florida Statutes.

The FIRM will contact the CITY for details of the current format to be used before starting preparations of Technical Special Provisions.

Field Reviews: The FIRM will conduct field review to the COLUMBUS DR PROJECT site to obtain necessary data for a complete design of the COLUMBUS DR PROJECT.

Technical Meetings: The FIRM will attend not less than four (4) technical meetings. This includes meetings with CITY and/or other agency staff. The FIRM will prepare, and submit to the CITY for review, the meeting minutes for all meetings attended by the FIRM within five (5) working days of each respective meeting. Final meeting minutes shall be provided by the FIRM.

Quality Assurance/Quality Control (QA/QC): The purpose of FIRM QA/QC plan reviews is to ensure that FIRM follows the plan preparation procedures outlined in the FDOT Design Manual, that state and federal design criteria are followed per the design concepts, and that the FIRM submittals are complete.

It is the FIRM'S responsibility to independently and continually QC their plans and other deliverables. The FIRM shall regularly communicate with the CITY to discuss and resolve issues or solicit opinions from the CITY.

The FIRM will be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the FIRM under this contract.

The FIRM will provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract. The FIRM will describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan will be one specifically designed for this COLUMBUS DR PROJECT. The FIRM will prepare a marked up set of prints as a result of a Quality Control Review for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, lighting, landscape, surveys, etc.) and will include a comment and, a written resolution of comments on a point-by-point basis with each design submittal.

The FIRM will, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other products and services that affect the constructability of the COLUMBUS DR PROJECT.

Supervision: The FIRM will supervise all technical design activities.

Coordination: The FIRM will coordinate with all disciplines of the COLUMBUS DR PROJECT to produce a final set of construction documents.

3.0 Project General Tasks

3.1 Public Involvement

Public involvement includes communicating – to all interested persons, groups, and government organizations – information regarding the development of the COLUMBUS DR PROJECT. Public involvement documents will include, but not be limited to newsletters, property owner letters, advertisements, etc. At least fifteen (15) CITY business days prior to distribution of the property owner letters, and thirty (30) CITY business days prior to distribution of event notifications, the FIRM will provide to the CITY drafts for review and approval prior public involvement documents being finalized by the FIRM for mailing by the CITY.

3.1.1 Community Awareness Plan

The FIRM will prepare a Community Awareness Plan (CAP) for review and approval by the CITY within 30 calendar days after receiving the Notice to Proceed. The objective of the plan is to notify local governments, affected property owners, tenants, and the public of the COLUMBUS DR PROJECT and its anticipated impact to the community. The CAP will address timeframes for each submittal and review and will include tentative dates for each public involvement requirements for the COLUMBUS DR PROJECT. The CAP will also document all public involvement activities conducted throughout the COLUMBUS DR PROJECT's duration. In addition to providing advance

notification, the CAP will allow the CITY to resolve controversial issues during design. The CAP will be reviewed and updated by the FIRM as directed by the CITY throughout the life of the COLUMBUS DR PROJECT.

3.1.2 Notifications

FIRM will assist the CITY in preparing notifications (including social media, door hangers, email blasts, yard signs, etc.), flyers, and/or letters to area owner/occupants and other parties affected by the subject project/stakeholders in the format as requested by the City (i.e. Word, Adobe, PowerPoint, etc). FIRM will also assist the CITY in preparing letters and other communications targeted to elected officials identified by the CITY. All public notifications will be prepared in English and Spanish.

3.1.7 Renderings and Fly-Throughs

The FIRM will prepare renderings and fly-throughs for use in the public meeting. Five (5) images will be prepared indicating the proposed improvements from various angles featuring different areas of the COLUMBUS DR PROJECT.

3.1.8 PowerPoint Presentations

The FIRM will prepare PowerPoint presentations for use in public meetings.

3.1.9 Public Meeting Preparations

The FIRM will prepare the necessary materials for use in public meetings. Materials to include PowerPoint, display boards, presentation comment forms, sign-in sheet, project fact sheets (some required in Spanish).

Public meeting sites will be selected and booked by the CITY.

3.1.10 Public Meeting Attendance and Follow-up

The FIRM will attend and prepare for one public meeting prior to 60% submittal and assist with meeting setup and take down. The FIRM will also prepare a summary of the public meeting that will include copies of all materials shown or provided at the public meeting. The summary will also include a listing of all written comments made during or after the meeting and responses to those written comments.

3.1.11 Other Agency Meetings

During the design of this COLUMBUS DR PROJECT, the FIRM will participate in at least four (4) meetings with local governing authorities and/or Metropolitan Planning Organization (MPO), as requested by the CITY in writing. The FIRM's participation may include, but not be limited to, presentations during the meeting, note taking, and summarizing the meeting in a memo to the file.

3.3 Specifications Package Preparation

As part of the contract documents, the FIRM will prepare and provide to the CITY a Specifications Package in accordance with the FDOT's and CITY's requirements. The Specifications Package will be prepared using the CITY's Specification Template and will include the FDOT's Off-System Local Agency Program (LAP) Specifications "Big 4" and the CITY boiler plate Special Provisions. The Specifications Package will address all items and areas of work for the COLUMBUS DR

PROJECT and will include any FDOT Mandatory Specifications, Modified Special Provisions, and Technical Special Provisions as applicable.

The FIRM will submit Specification Packages at the, 100% and Final Design submittals will consist of one (1) complete specifications package and two (2) copies of the final project plans.

Final Design submittal (two (2) hard copies and one electronic and one electronic for FDOT Package) to the CITY shall occur at least 20 CITY business days prior to the Specifications Package being submitted to FDOT. This submittal will be digitally signed, dated, and sealed in accordance with applicable Florid Statute.

3.4 Contract Maintenance and Project Documentation

The FIRM will setup and maintain complete project files, prepare monthly Progress Reports and schedule updates.

3.6 Prime FIRM Project Manager Meetings

.

3.8 Post Design Services

Post Design Services will include, but not be limited to: bid assistance, attendance at the pre-construction and field meetings, plan revisions, shop drawings review and construction assistance as noted below.

Activities associated with Post Design Services will include the following:

Meetings: The FIRM is expected to attend one pre-construction meeting as well as at least four (4) regularly scheduled meetings throughout the construction.

Construction Assistance: The FIRM will respond to Requests for Information (RFI), provide interpretation of construction plans and documents, and provide engineering solutions to changed conditions encountered in the field that deviate from the contract documents. Up to four (4) site visits will be made by the FIRM as deemed necessary by the CITY.

Plan Revisions: The FIRM will prepare and provide revised plan sheets reflecting design changes made during the construction of this project. The FIRM will provide to the CITY qualified representation during the construction phase to address issues concerning the intent and interpretation of the construction contract documents.

Shop Drawing Review: The FIRM will review shop drawings and plans, submitted by the contractor, for the components to be supplied and installed by the contractor as specified in the contract documents. Shop drawing reviews will be performed by the FIRM in accordance with the FDOT's Standard Specifications for Road and Bridge Construction.

Bid Assistance: The FIRM will answer questions raised by bidders and the selected contractor during bidding of the COLUMBUS DR PROJECT. Bid questions will be forwarded by the CITY to the FIRM for consideration and response.

FIRM will assist the CITY by recording in writing pre-construction activities for LAP documentation. Additionally, the FIRM will develop/assist with the preparation of the LAP checklist and provide support to the CITY for FDOT coordination and address FDOT comments as related to the checklist.

3.11 Transit Coordination

The FIRM will coordinate with the Hillsborough Area Regional Transit (HART).

3.13 Local Agency Program Coordination

Design Memorandum and FDOT Coordination: The FIRM will attend a maximum of two (2) meetings with the FDOT District staff to coordinate any proposed variance or exceptions. The FIRM will review the design memorandum and provide comments to the CITY.

4 ROADWAY ANALYSIS

The FIRM will analyze and document roadway tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

4.3 Pavement Design Package

The FIRM will provide a Pavement Design Package prior to the 60 % Submittal. The FIRM will provide a pavement design for milling and resurfacing the roadway.

4.5 Horizontal/Vertical Master Design Files

The FIRM will design the roadway geometrics using the FDOT Standard Plans for Roadway and Bridge Construction, with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, existing vegetation to be preserved, pedestrian and bicycle concerns, ADA requirements, elder road user policy, access management, PD&E documents and scope of work.

4.9 Cross Section Design Files

The FIRM will establish and develop cross section design files in accordance with the CITY's CADD manual.

4.10 Traffic Control Analysis

The FIRM will develop Level I Traffic Control Plans with General Notes, Phasing Notes, and phasing sections only. Lane closure times to be provided by the CITY Smart Mobility. The FIRM will plan for and abide requirements for temporary drainage, due to the nature of milling and resurfacing. No road closures or special detours will be part of the analysis.
Before proceeding with the Traffic Control Plan, the FIRM will meet with the appropriate CITY personnel. The purpose of this meeting will be for the CITY to provide information to the FIRM to better coordinate the preliminary and final Traffic Control Plan efforts.

4.15 Design Report

The FIRM will prepare all applicable report(s) to document the design under this Section 4.

4.16 Quantities

The FIRM will develop accurate quantities and the supporting documentation, including construction days, as required for the contract documents. The FIRM will update the contract documents with each submittal.

4.17 Cost Estimate

The FIRM will update the contract documents with each submittal.

5 ROADWAY PLANS

The design plans prepared by the FIRM will include Roadway, Traffic Control, Utility Adjustment plan sheets, notes, and details. To convey the intent and scope of the COLUMBUS DR PROJECT for construction the design plans will include the following sheets:

5.1	Key Sheet
5.2	Summary of Pay Items Including Quantity Input
5.3	Typical Section Sheets
5.3.1	Typical Sections
5.3.2	Typical Section Details
5.4	General Notes/Pay Item Notes
5.5	Summary of Quantities Sheets
5.9	Plan Sheet
5.15	Special Details
5.18	Cross Sections
5.21	Temporary Traffic Control Detail Sheets
5.22	Utility Adjustment Sheets
5.24	Tree Disposition Plan Sheets (included in Landscape Plans)
5.27	Utility Verification Sheet(s) (SUE Data)

6a DRAINAGE ANALYSIS

The FIRM will analyze and document drainage tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.
The FIRM will be responsible for designing a drainage and stormwater management system that will comply with the requirements of the appropriate regulatory agencies and the CITY's Drainage Manual.

6a.9 Design of Storm Drains

For the design of the drainage and stormwater management system, the FIRM will delineate contributing drainage areas, determine runoff, inlet locations, and spread, calculate hydraulic losses (friction, utility conflict and, if necessary, minor losses) and determine design tailwater and outlet scour protection.

6a.21 Field Reviews

The FIRM will conduct field reviews.

6a.22 Technical Meetings

The FIRM will attend meetings with the CITY, regulatory agencies, and/or local governments (e.g. Transportation and Stormwater Department (TSS), Southwest Florida Water Management District (SWFWMD), Florida Department of Environmental Protection (FDEP), etc.) for a complete drainage and storm water management system design.

6b DRAINAGE PLANS

The FIRM will prepare Drainage Plan sheets, notes, and details. To convey the intent and scope of the COLUMBUS DR PROJECT for construction the design plans will include the following sheets:

6b.1 Drainage Map
6b.3 Summary of Drainage Structures
6b.5 Drainage Structure Sheet(s) (Per Structure)
6b.6 Miscellaneous Drainage Detail Sheets

7 UTILITIES

The FIRM will identify utility facilities and secure agreements, utility work schedules, and plans from the Utility Agency Owners (UAO) ensuring all conflicts that exist between utility facilities and the CITY's construction project are addressed. The FIRM will certify all utility negotiations have been completed and that arrangements have been made for utility work to be undertaken.
The FIRM will design the necessary utility adjustments for the CITY water and waste water facilities.

7.2 Identify Existing Utility Agency Owner(s)

The FIRM will identify all utilities within and adjacent to the COLUMBUS DR PROJECT limits.

7.3 Make Utility Contacts

First Contact: The FIRM will send letters and two sets of design plans – one set to each UAO, the other to the CITY. Letters will include: verification of the UAO contact information for meeting coordination; a request for the type, size, location, easements, and reimbursement cost for relocation (as applicable); a request for the voltage level for power lines in the COLUMBUS DR PROJECT area; utility design meeting schedule and agenda (as applicable); and utility design schedule. For any scheduled utility design meeting, the FIRM will provide at a minimum 4 weeks prior notice to the CITY and each UAO(s).
Second Contact: As part of the 60% Design submittal, the FIRM will transmit two complete sets of plans and utility conflict information (as applicable) to each UAO having facilities located within the PROJECT limits, and one set to the CITY at a minimum of 4 weeks prior to the utility meeting for this submittal.
Third Contact: The FIRM will identify agreements and assemble packages that will include the design schedule, agreements, letters, the utility conflict matrix (as applicable) and two sets of plans - one set to the UAO, the other to the CITY.

7.7 Collect and Review Plans and Data from UAO(s)

As received, the FIRM will review PDF plans marked by each UAO for data related to utility type, material and size for inclusion in the design plans.

7.9 Utility Design Meeting

The FIRM will schedule (time and place), notify participants, and conduct a utility design meeting with all affected UAOs. The FIRM will be prepared to: discuss impacts to existing trees/vegetation and proposed landscape, drainage, traffic signalization, maintenance of traffic; review the current design schedule and letting date; evaluate the utility information collected; provide follow-up information on compensable property rights from the CITY; discuss with each UAO the option for utility work by highway contractor; discuss any future design issues that impact utilities to the extent that they have an effect on existing or proposed utility facilities, with particular emphasis on

drainage and maintenance of traffic.

The intent of the utility design meeting will be for the FIRM to assist the UAO(s) in identifying and resolving by recommendation(s) conflicts between utilities and proposed construction before Final Design submittal. The FIRM will keep accurate minutes for all utility design meetings and distribute a digital copy to all attendees within 3 days.

7.10 Review Utility Markups, Work Schedules and Processing of Work Schedules & Agreements

The FIRM will review utility marked up plans and work schedules prepared by each UAO as they are received, for consideration and inclusion in the design plans. The FIRM will send color markups and schedules to the CITY for review and comment as required. FIRM will coordinate with the CITY for the execution of the work schedules and will distribute Executed Final Documents.

7.11 Utility Coordination/Follow-up

The FIRM will provide Utility Coordination and follow-up to include: interpreting plans, assisting the UAO(s) with completion of their work schedules and agreements, making phone calls to UAO(s), and attending face-to-face meetings to facilitate the return of documents from/by UAOs in accordance with the COLUMBUS DR PROJECT schedule.

7.15 Contract Plans to UAO(s)

FIRM will transmit the Final Design plans (as processed for letting) to the UAO(s). Transmittals by the FIRM to UAO(s) will be by certified mail, return receipt requested.

7.16 Certification/Close-Out

The FIRM will transmit utility files to the CITY and prepare the Utility Certification Letter. The FIRM will certify to the CITY the following:
All utility negotiations (full execution of each agreement, approved Utility Work Schedules, Technical Special Provisions, etc.) have been completed and that arrangements have been made for utility work, not to conflict with the physical construction schedule, to be undertaken.
OR
An on-site inspection has been made, and no utility work will be involved.
OR
Plans have been sent to the utility company/agencies and no utility work is required.

8 ENVIRONMENTAL PERMITS, COMPLIANCE, and ENVIRONMENTAL CLEARANCES

The FIRM will notify the CITY in advance of all scheduled meetings with regulatory agencies to allow a CITY representative to attend. The FIRM will copy the CITY on all permit related correspondence and meetings.

8.4 Complete and Submit Required Permit Applications
The FIRM will collect the data and information necessary to prepare the permit applications and obtain environmental permits required to construct the COLUMBUS DR PROJECT as identified in the COLUMBUS DR PROJECT DESCRIPTION, above. The FIRM will prepare each permit application in accordance with the rules and/or regulations of the regulatory agency responsible for issuing a specific permit and/or authorization to perform work. All regulatory permit application packages must be approved by the CITY prior to submittal to the respective agencies.

The FIRM will submit all permit applications, as directed by the CITY, and shall be responsible for payment of all permit and public noticing fees.

Local Permits: SWFWMD Exemption and CITY tree permit.

8.14.2 Archaeological and Historical Features:

The FIRM will collect data necessary to completely analyze the impacts, due to changes in the project or project area, to all cultural and historic resources, and prepare a Cultural Resource Assessment Report, in accordance with Part 2, Chapter 8 of the PD&E Manual.

9 STRUCTURES - SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS

The FIRM will analyze, design, and develop contract documents for all structures to ensure they comply with all applicable FDOT criteria. Each submittal by the FIRM to the CITY will consist of structural design calculations and other supporting documentation in a .pdf format. The cover sheet of the calculations (to be included in the Final Design submittal), indexing the contents of the calculations, will be signed and sealed by a Florida-licensed professional engineer. All computer programs and parameters used in the design calculations will include sufficient backup information to facilitate review by the CITY.

18 STRUCTURES – MISCELLANEOUS

The FIRM will prepare plans for Miscellaneous Structure(s) as specified in Section 2.5, above, to include:

18.6 Concrete / Wood Strain Poles

19 SIGNING AND PAVEMENT MARKING ANALYSIS

The FIRM will perform and document Signing and Pavement Marking Analysis in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

19.3 Reference and Master Design File

The FIRM will prepare the Signing and Pavement Marking Design File which will include all necessary design elements and all associated reference files.

19.7 Quantities
19.8 Cost Estimate
19.11 Field Reviews

20 SIGNING AND PAVEMENT MARKING PLANS

The FIRM will prepare a set of Signing and Pavement Marking Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. Signing and Pavement Marking Plans will include the following:

20.1 Key Sheet
20.2 Summary of Pay Items Including Quantity Input
20.3 Tabulation of Quantities
20.4 General Notes/Pay Item Notes
20.6 Plan Sheet
20.7 Typical Details

21 SIGNALIZATION ANALYSIS

The FIRM will perform and document Signalization Analysis in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

21.1 Traffic Data Collection

The FIRM will perform the required efforts for traffic data collection, 24-hour machine counts, and 8-hour turning movement counts. FIRM will review and analyze crash reports as provided by the CITY.

21.2 Traffic Data Analysis

The FIRM will develop signal operation plans to include intersection geometry, local signal timings, and intersection analysis. The FIRM will assess the need for mid-block crossing(s) and RRRB and provide the appropriate design.

21.5 Reference and Master Signalization Design File

The FIRM will prepare the Signalization Design File which will include all necessary design elements and associated reference files.

21.7 Overhead Street Name Sign Design

The FIRM will design internally illuminated overhead street name signs.

21.8 Pole Elevation Analysis

21.9 Traffic Signal Operation Report
21.10 Quantities
21.11 Cost Estimate

22 SIGNALIZATION PLANS

The FIRM will prepare a set of Signalization Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. Signalization Plans will include the following:

22.1 Key Sheet
22.2 Summary of Pay Items Including Designer Interface Quantity Input
22.3 Tabulation of Quantities
22.4 General Notes/Pay Item Notes
22.5 Plan Sheet
22.12 Strain Pole Schedule
22.13 TCP Signal (Temporary)

25 LANDSCAPE ARCHITECTURE ANALYSIS

The FIRM will perform and document Landscape Architecture Analysis in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

25.1 Data Collection

The FIRM shall perform all research required to collect data necessary to complete an initial design analysis that will include identifying local ordinances and collecting other project data as requested by the CITY.

25.2 Site Inventory and Analysis for Proposed Landscape

The FIRM will perform and document Site Inventory and Analysis for Proposed Landscape which will include the identification of: opportunities and constraints for the proposed landscaping based on existing site conditions; and available planting areas for nursery landscape material. As required for the Conceptual Design (Section 25.3), the FIRM will prepare a summary of the Site Inventory and Analysis for Proposed Landscape.

25.3 Planting Design

Conceptual Design: First submittal by the FIRM which includes delineation of all proposed planting types, scheme development and preliminary costs and reports.
Final Design: Last submittal by the firm which includes identifying the species/type, size, location, spacing, and quality of all plants.

25.6 Plan Summary Boxes
25.7 Cost Estimates
25.11 Field Reviews
25.12 Technical Meetings / Public Meetings

26 LANDSCAPE ARCHITECTURE PLANS

The FIRM will prepare a set of Landscape Architecture Plans which will include the following:

26.1 Key Sheet
26.2 Tabulation of Quantities
26.3 General Notes
26.5 Planting Plans for Linear Roadway Projects / Tree Disposition Plan
26.7 Planting Details and Notes
26.13 Landscape Maintenance Plan
26.14 Cost Estimate

The FIRM will provide a written plan to the CITY for the care and maintenance of the plants and beds after the warranty period. The landscape maintenance plan will be developed in performance-based language and will be in coordination with the CITY.

27 SURVEY

Survey, to be performed by the FIRM, will be in Florida State Plane Coordinate system NAD 83/90 adjustment horizontal datum, and NAVD 1988 vertical datum and/or National Geodetic Vertical Datum of 1929 (NGVD 29). Any conversion between vertical datums must be approved in writing, to include the methodology of said conversion. The survey information shall be provided on 11" x 17" sized paper at an appropriate scale, in addition to in AutoCAD and/or AutoCADD Civil 3D formats compatible to the version currently used by the CITY. Conversions from other AutoCAD software will not be accepted.

All field survey work performed by the FIRM will be submitted to the CITY in an approved type. Hand drawings may be acceptable to the CITY in certain situations, which will either be specified in

the COLUMBUS DR PROJECT REQUIREMENTS, below, or approved in writing prior to submission. The FIRM will submit all survey notes and computations; the field books shall be certified by the surveyor in responsible charge of work being performed before the final survey is submitted.

The survey notes will include documentation of decisions reached from meetings, telephone conversations or site visits performed by the FIRM. All like work (such as bench lines, reference points, etc.) will be recorded contiguously. It will be the CITY's discretion to accept field survey radial locations of section corners, platted subdivision lot and block corners, alignment control points, alignment control reference points and certified section corner references established by the FIRM. The CITY instead can require of the FIRM that these points be surveyed by true line, traverse or parallel offset.

Collection of survey data will not be acceptable to the CITY using:
Light Detection and Ranging (LiDAR), either ground or aerially produced; scanners (unless collecting data in unreachable locations, such as the underside of bridge structures, and only then with written permission from the CITY to the FIRM to utilize said scanners), or global positioning system (GPS).
GPS will only be used by the FIRM in conjunction with establishing control or traverse points to produce data in the required NAD 83/90 datum.

35 GEOTECHNICAL

The FIRM will, for the COLUMBUS DR PROJECT, be responsible for a complete geotechnical investigation. All work performed by the FIRM will be in accordance with CITY standards, or as otherwise directed by the CITY. Before beginning any part of the geotechnical investigation and after the Notice to Proceed from the CITY, the FIRM will submit a geotechnical investigation plan for approval and meet with the CITY to review the COLUMBUS DR PROJECT and CITY requirements. The geotechnical investigation plan will include, but not be limited to, the proposed boring locations and depths, and all existing geotechnical information from available sources to generally describe the surface and subsurface conditions of the project site. Additional, the FIRM will schedule, attend and record minutes for any meetings deemed necessary by the CITY to: plan any additional field efforts, review plans, resolve plans/report comments, resolve responses to comments, and/or any other actions required to facilitate the COLUMBUS DR PROJECT.

35.1 Document Collection and Review

FIRM will obtain and review available printed literature including topographic maps, county agricultural maps, aerial photography (including historic photos), ground water resources, geology bulletins, potentiometric maps, pile driving records, historic construction records and other geotechnical related resources. Prior to field reconnaissance, FIRM will review U.S.G.S., S.C.S. and potentiometric maps, and identify areas with problematic soil and groundwater conditions.
The FIRM will be responsible for coordination of all geotechnical related field work activities. The FIRM will retain all samples until the acceptance of 100% Design submittal. Rock cores will be retained as directed in writing by the CITY.

The FIRM will obtain pavement cores as directed in writing by the CITY.
As directed in writing by the CITY, a preliminary roadway exploration will be performed by the FIRM before the Conceptual Design submittal. The results of the preliminary roadway exploration shall be performed to assist in setting roadway grades and locating potential problem areas during design.

FIRM will perform specialized field-testing as required for the COLUMBUS DR PROJECT and as

directed in writing by the CITY.

All laboratory testing and classification will be performed in accordance with applicable CITY standards, ASTM Standards or AASHTO Standards, unless otherwise specified in the contract documents.

35.5 Coordinate and Develop MOT Plans for Field Investigation

The FIRM will coordinate and develop Maintenance of Traffic (MOT) plan(s). All work zone traffic control will be performed in accordance with the CITY's Roadway and Traffic Standard Plans Index 102 series.

35.24 Final Report

The FIRM will prepare and submit to the CITY a Final Roadway Report that will include the following:

- Copies of U.S.G.S. and S.C.S. maps with COLUMBUS DR PROJECT limits shown.
- A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to Standard Plans Indices 120-001 and 120-002.
- The interpretation, analysis, and results of all information and data collected as discussed in this Section 35.
- An appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.
- The FIRM will respond in writing to any changes and/or comments from the CITY and submit any responses and the revised Final Report.

37 COLUMBUS DR PROJECT REQUIREMENTS

37.2 Key Personnel

The FIRM's work will be performed and directed by the key personnel as identified below. FIRM shall ensure that the below key personnel available to the COLUMBUS DR PROJECT for as long as such individual(s) is/are in FIRM's employ. FIRM shall not add, change, or remove said key personnel without first obtaining the CITY's prior written consent (not to be unreasonably withheld) in response to a written request from FIRM stating the reasons for any proposed modification to said key personnel and providing such information as the CITY may require to evaluate the suitability of said modification. The CITY will act reasonably in its evaluation; provided, however, its acceptance shall not constitute any responsibility or liability for any such individual's ability to perform the work.

Contract Role	Name
Principal in Charge	Jay Saxena, PE
Quality Assurance	Hisham Sunna, PE, PhD
Project Manager	Jeffrey Siewert, PE
Roadway Design	Kevin Kuhlow, PE
Signing and Marking	Tristan Hickman, PE
Drainage	Matt Ivie, PE
Structural	David Johnson, PE
Permitting	Daryl Myers, PE
Utility Design	Chris Martin, PE

Utility Coordination	Maria Baucom
Landscape Architecture	Chris Silewski, LA
Specifications	Maria Baucom
SUE	Mike Wolf
Traffic Analysis	Mike Noesen, PE
Drainage	Tom Ward, PE
Geotechnical	Jessica McRory, PE
Public Involvement	Tammy Vrana, AICP
Landscaping	Jon Toner, LA
Survey	Russell Hyatt, PSM
NEPA Permitting	Beth Chambless

37.3 Progress Reporting

The FIRM will provide a written monthly progress report with approved schedule, and schedule status to the CITY.

37.4 Correspondence

Copies of all written correspondence between the FIRM and any party pertaining specifically to this COLUMBUS DR PROJECT will be provided to the CITY for its records within one (1) week of the receipt or mailing of said correspondence.

37.5 Professional Endorsement

The FIRM will have a Licensed Professional Engineer in the State of Florida sign and seal all reports, documents, Technical Special Provisions and Modified Special Provisions, and plans.

37.6 Computer Automation

The FIRM will develop design plans utilizing AutoCAD Computer Aided Drafting and Design (CADD) systems. It is the responsibility of the FIRM to meet the requirements in the CITY's CADD Manual. The FIRM will submit final documents and files as described therein.

37.7 Coordination with Other Agencies

The FIRM is to coordinate its work with all adjacent and integral agencies/entities to effect complete and homogenous plans and specifications for the project(s) described in Exhibit A.

38 INVOICING LIMITS

Payment for the work accomplished will be in accordance with the Agreement. Invoices will be submitted to the CITY, in a format prescribed by the CITY. FIRM will monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the CITY.

The FIRM will provide a list of key events and the associated total percentage of work considered to be complete at each event. This list will be used to control invoicing. Invoices will not be submitted and payments will not be made that exceed the percentage of work for any event until those events have occurred and the results are acceptable to the CITY.

[END OF ATTACHMENT A-A]

ATTACHMENT A-B

46TH STREET PROJECT SCOPE OF SERVICES

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

1 PURPOSE

This Attachment A-B to Exhibit A to the Agreement describes work and services associated with the 46TH STREET PROJECT portion of the PROJECT.

2 46TH STREET PROJECT DESCRIPTION

The FIRM will review and become familiar with concepts and commitments (typical sections, alignments, etc.) developed in the City of Tampa Walk-Bike Plan Phase I – Final Report dated June 2011 and prepared by Tindale-Oliver & Associates, Inc. for the Metropolitan Planning Organization for Transportation and the CITY. The FIRM will use these concepts and commitments as a basis for FIRM's design unless otherwise directed by the CITY.

46TH STREET PROJECT: Providing sidewalks, multi-use path, on-road bike lanes and share-the-road markings, safety improvements, intersection improvements and travel lanes along 46th Street from Busch Boulevard to Fowler Avenue.

2.1 Project General and Roadway (Activities 3, 4, and 5)

Public Involvement: FIRM will attend one (1) public meeting prior to the 60% Design submittal.

Other Agency Presentations/Meetings: Four (4) presentations / meetings with agencies / stakeholders will be prepared and attended by the FIRM to address individual issues as related to the 46TH STREET PROJECT.

Specification Package Preparation: FIRM will prepare specifications and construction documents for the 46TH STREET PROJECT.

Plan Type: FIRM will prepare roadway plans which will include any City of Tampa Water and/or Waste Water relocations.

Typical Section: FIRM will prepare three (3) typical sections: (1) 2-lane roadway with sidewalks on each side, share bike lanes and travel lanes on 46th Street from Busch Boulevard to Bougainvillea Avenue; (2) 2-lane roadway with multi-use path on the west side, sidewalk on the east side, shared bike lanes on 46th Street from Bougainvillea Avenue to Fowler Avenue and travel lanes at the intersection of 46th Street and Linebaugh Avenue; (3) new pavement design for the 46th Street roundabout.

Pavement Design: FIRM will prepare pavement plans to include milling and resurfacing to restore original profile grade and new pavement at the intersection of Linebaugh Ave and 46th Street.

Major Intersections/Interchanges: Bougainvillea Avenue / E. Serena Drive at 46th Street – signalized and 46th Street at E. Linebaugh Avenue stop-controlled E/W to be evaluated for safety improvements. A mini-roundabout will be part of the proposed improvements.

Level of Traffic Control Plans (TCP): Level 1, as described in Section 4.7, below.

2.2 Drainage (Activities 6a and 6b)

System Type: Rural system with three (3) basins, ditches/swales (approximately 5000 linear feet (LF)) and ditch bottom inlets (approximately 80 inlets /manholes) with several inlets requiring upgrades and potential replacement, and approximately 1500 LF of culverts.

2.3 Utilities Coordination (Activity 7)

The FIRM will certify all utility negotiations have been completed and that arrangements have been made for utility work, not to conflict with the physical construction schedule, to be undertaken. The FIRM will coordinate the transmittals to Utility Agency Owners (UAO(s) to meet production schedules.

Utility coordination by the FIRM will include but not be limited to:
1. Ensuring FDOT standards, policies, procedures, practices, and design criteria are followed;
2. Identifying existing and proposed utilities and resolve utility conflicts;
3. Scheduling and attending utility design meetings, recording meeting minutes, and tracking action items;
4. Distributing plans and utility conflict matrices to UAO(s);
5. Identifying any required FDOT agreement and coordinate reimbursement for utilities;
6. Managing all utility coordination activities for the UAO(s) on the 46TH STREET PROJECT which include but not limited to:
Fiber Light, Florida Gas Transmission, Crown Castle, Frontier Communications, Moffit Cancer Institute, MCI Verizon, TECO Peoples Gas, City of Tampa Water and Wastewater Departments, Tampa Electric, Charter Communications, University of South Florida, XO Communications;

2.3.1 Preliminary Investigation

A Sunshine 811 design ticket will be acquired by the FIRM to determine the UAO(s) within the 46TH STREET PROJECT limits. An investigation of the available utility records, as-builts, and atlas maps will be performed by the FIRM to support the utility locating efforts.

2.3.2 Electronic Designating

FIRM will utilize electromagnetic equipment to detect and designate utilities at fourteen (14) locations as designated by the CITY. FIRM will provide paint markings and/or flags on the ground service to show the approximate horizontal position of the existing utilities at the respective locations. A Subsurface Utility Exploration (SUE) field manager will be present to provide quality assurance of the work performed.

2.3.3 Ground Penetrating Radar (GPR) Investigation

Ground penetrating radar technologies will be employed by the FIRM to determine the presence of subsurface anomalies related to utility infrastructure at fourteen (14) locations as designated by the CITY in advance and in writing.

2.3.4 Vacuum Excavation/Mast Arm Clearing

FIRM will perform vacuum excavations at up to fourteen (14) locations as designated by the City in writing to a maximum depth of eight feet. Excavated areas shall be restored with the existing soil and graded to the existing condition. The results of the vacuum excavation will be marked (in paint) in the field and represented on SUE data sheets. A SUE field manager will be present to provide quality assurance of the work performed.

2.4 Environmental Permits, Compliances, and Clearances (Activity 8)

The FIRM will apply to the Southwest Water Management District (SWFWMD) for a permit exemption. No other environmental permit applications are included in this scope. No compensatory wetland mitigation is required.
The FIRM will apply for a City Tree Permit.

2.5 Structures (Activities 9 – 18)

Miscellaneous: Due to traffic signal head adjustments, modifications or addition of illuminated signs, FIRM will perform structural inspections of the mast arms to establish the dimensions and thicknesses of the structural members.

2.6 Signing and Pavement Markings (Activities 19 & 20)

Signing and Pavement Markings plans, designed and provided by the FIRM will include roadway re-striping in accordance with Section 2.1 – Typical Section, above.

The FIRM will analyze the need for a mid-block crossing and Rectangular Rapid Reflecting Beacon (RRRB) for up to three (3) locations.

2.7 Signalization (Activities 21 & 22)

Intersections: FIRM will coordinate signal head modifications/adjustments in accordance with proposed intersection restriping plans, prepared by the FIRM, at Bougainvillea Avenue and 46th Street and FIRM will also evaluate the need for mid-block crossings along the 46TH STREET PROJECT and coordinate signal head modifications/adjustments as needed per the FIRM's evaluation.

2.8 Lighting (activities 23 & 24)

FIRM will perform a lighting analysis and develop lighting plans for the intersection of Linebaugh Avenue and 46th Street due to the mini roundabout operational system.

2.9 Landscape Architecture (Activities 25 & 26)

Planting Plans: FIRM will prepare planting plans to reflect intermittent urban street trees and ground cover.

2.10 Survey (Activity 27)

Design Survey: FIRM to perform topographic survey along 46th Street from SR 580 (Busch Blvd.) to SR 582 (Fowler Ave.)

Subsurface Utility Exploration: The FIRM will perform fourteen (14) SUE locations as designated by the CITY, in advance and in writing.

2.12 Mapping (Activity 29)

Control Survey Map: To be provided by CITY

2.17 Geotechnical (Activity 35)

The FIRM will perform geotechnical investigation consisting of 10 pavement cores along 46th Street

spaced approximately 800 feet apart staggered in each lane to confirm existing pavement sections to be milled and resurfaced. Four (4) auger borings will be taken in the four quadrants of the intersection of Linebaugh Avenue and 46th Street to establish soil properties for pavement design.

2.19 Project Schedule

The schedule for completion of final documents for these services will be twelve (12) months from the Notice to Proceed (NTP). The FIRM will provide a detailed project schedule within ten (10) days from the NTP. The FIRM has allotted three (3) weeks for CITY review time for each design submittal as described under Section 2.20, above.

The schedule will indicate all proposed design submittals.

The approved schedule and schedule status report, along with progress updates, will be submitted with the monthly progress report.

2.20 Submittals

The FIRM will furnish contract documents to coordinate the work involved with the 46TH STREET PROJECT.

The FIRM is required to provide five (5) signed and sealed hard copies for the Final Design submittal. Hard copy sets will be in 11"x17" format at 1" = 40' scale. The following submittals will be required by the CITY and/or FDOT for review:

Concept /Survey and Typical Sections submittal (~15%) – one electronic
60% Design (FDOT ERC Review) – one electronic and one electronic for FDOT
90% Design – one electronic
100% Design (FDOT ERC Review) – one electronic and one electronic for FDOT
Final Design (FDOT ERC Review) – two (2) hard copies and one electronic and one electronic for FDOT

The FIRM will update and incorporate all submittal comments.
At the Final Design submittal, the FIRM will provide electronic .dwg and .pdf files in the most current version of AutoCAD being used by the CITY.

3 PROJECT COMMON AND PROJECT GENERAL TASKS

Project Common Tasks

Project Common Tasks, as listed below, are work efforts that are applicable to many project activities, 4 Roadway Analysis through 35 Geotechnical. These tasks are included in the project scope for each applicable activity to be performed by the FIRM.

Cost Estimates: The FIRM will produce, review and update the cost estimate at the 90% and 100% milestones of the project. A Summary of Pay Items sheet will be prepared and included in the plans.

Technical Special Provisions: The FIRM will provide Technical Special Provisions for all items of work not covered by the FDOT Standard Specifications for Road and Bridge Construction.
The Technical Special Provisions will provide a description of work, materials, equipment and specific requirements, method of measurement and basis of payment. Draft Technical Special Provisions will be submitted to the CITY for review as part of the 90% Design submittal. The FIRM will correct and resolve all comments provided by the CITY on the 90% Design submittal. Final Technical Special Provisions, as part of the Final Design submittal, will be digitally signed and

sealed in accordance with applicable Florida Statutes.

The FIRM will contact the CITY for details of the current format to be used before starting preparations of Technical Special Provisions.

Field Reviews: The FIRM will conduct field review to the PROJECT site to obtain necessary data for a complete design of the PROJECT.

Technical Meetings: The FIRM will attend at least four (4) technical meetings. This includes meetings with CITY and/or other agency staff. The FIRM will prepare, and submit to the CITY for review, the meeting minutes for all meetings attended by the FIRM within five (5) working days of each respective meeting. Final meeting minutes shall be provided by the FIRM.

Quality Assurance/Quality Control (QA/QC): The purpose of FIRM QA/QC plan reviews is to ensure that FIRM follows the plan preparation procedures outlined in the FDOT Design Manual, that state and federal design criteria are followed per the design concepts, and that the FIRM submittals are complete.

It is the FIRM'S responsibility to independently and continually QC their plans and other deliverables. The FIRM shall regularly communicate with the CITY to discuss and resolve issues or solicit opinions from the CITY.

The FIRM will be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the FIRM under this contract.

The FIRM will provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract. The FIRM will describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan will be one specifically designed for this project. The FIRM will prepare a marked up set of prints as a result of a Quality Control Review for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, lighting, landscape, surveys, etc.) and will include a comment and, a written resolution of comments on a point-by-point basis with each design submittal.

The FIRM will, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other products and services that affect the constructability of the 46TH STREET PROJECT.
Supervision: The FIRM will supervise all technical design activities.

Coordination: The FIRM will coordinate with all disciplines of the 46TH STREET PROJECT to produce a final set of construction documents.

3.0 Project General Tasks

3.1 Public Involvement

Public involvement includes communicating – to all interested persons, groups, and government organizations – information regarding the development of the 46TH STREET PROJECT. Public involvement documents will include, but not be limited to newsletters, property owner letters, advertisements, etc. At least fifteen (15) CITY business days prior to distribution of the property owner letters, and thirty (30) CITY business days prior to distribution of event notifications, the FIRM will provide to the CITY drafts for review and approval prior public involvement documents

being finalized by the FIRM for mailing by the CITY.

3.1.1 Community Awareness Plan

The FIRM will prepare a Community Awareness Plan (CAP) for review and approval by the CITY within 30 calendar days after receiving the Notice to Proceed. The objective of the plan is to notify local governments, affected property owners, tenants, and the public of the 46TH STREET PROJECT and its anticipated impact to the community. The CAP will address timeframes for each submittal and review and will include tentative dates for each public involvement requirements for the 46TH STREET PROJECT. The CAP will also document all public involvement activities conducted throughout the 46TH STREET PROJECT's duration. In addition to providing advance notification, the CAP will allow the CITY to resolve controversial issues during design. The CAP will be reviewed and updated by the FIRM as directed by the CITY throughout the life of the 46TH STREET PROJECT.

3.1.2 Notifications

FIRM will assist the CITY in preparing public notifications (including social media, door hangers, email blasts, yard signs, etc.), flyers, and/or letters to area owner/occupants and other parties affected by the subject project/stakeholders in the format as requested by the City (i.e. Word, Adobe, PowerPoint, etc). FIRM will also assist the CITY in preparing letters and other communications targeted to elected officials and other public officials as identified by the CITY. All public notifications will be prepared in English and Spanish.

3.1.8 PowerPoint Presentations

The FIRM will prepare PowerPoint presentations for use in public meetings.

3.1.9 Public Meeting Preparations

The FIRM will prepare the necessary materials for use in public meetings. Materials to include PowerPoint, display boards, presentation comment forms, sign-in sheet, project fact sheets (some required in Spanish).

Public meeting sites will be selected and booked by the CITY.

3.1.10 Public Meeting Attendance and Follow-up

The FIRM will attend and prepare for one public meeting prior to the 60% submittal and assist with meeting setup and take down. The FIRM will also prepare a summary of the public meeting that will include copies of all materials shown or provided at the public meeting. The summary will also include a listing of all written comments made during or after the meeting and responses to those written comments.

3.1.11 Other Agency Meetings

During the design of this 46TH STREET PROJECT the FIRM will participate in at least four (4) meetings with local governing authorities and/or Metropolitan Planning Organization (MPO), as requested by the CITY in writing. The FIRM's participation may include, but not be limited to, presentations during the meeting, note taking, and summarizing the meeting in a memo to the file.

3.3 Specifications Package Preparation

As part of the contract documents, the FIRM will prepare and provide to the CITY a Specifications Package in accordance with the FDOT's and CITY's requirements. The Specifications Package will be prepared using the CITY's Specification Template and will include the FDOT's Off-System Local Agency Program (LAP) Specifications "Big 4" and the CITY boiler plate Special Provisions. The Specifications Package will address all items and areas of work for the 46TH STREET PROJECT and will include any FDOT Mandatory Specifications, Modified Special Provisions, and Technical Special Provisions as applicable.

The FIRM will submit Specification Packages at the, 100% and Final Design submittals will consist of one (1) complete specifications package and two (2) copies of the final project plans.

Final Design submittal (two (2) hard copies and one electronic and one electronic for FDOT Package) to the CITY shall occur at least 20 CITY business days prior to the Specifications Package being submitted to FDOT. This submittal will be digitally signed, dated, and sealed in accordance with applicable Florid Statute.

3.4 Contract Maintenance and Project Documentation

The FIRM will setup and maintain complete 46TH STREET PROJECT files, prepare monthly Progress Reports and schedule updates.

3.6 Prime FIRM Project Manager Meetings

3.8 Post Design Services

Post Design Services will include, but not be limited to: bid assistance, attendance at the pre-construction and field meetings, plan revisions, shop drawings review and construction assistance as noted below.

Activities associated with Post Design Services will include the following:

Meetings: The FIRM is expected to attend one pre-construction meeting as well as up to four (4) regularly scheduled meetings throughout the construction as deemed necessary by the CITY.

Construction Assistance: The FIRM will respond to Requests for Information (RFI), provide interpretation of construction plans and documents, and provide engineering solutions to changed conditions encountered in the field that deviate from the contract documents. Up to four (4) site visits will be made by the FIRM as deemed necessary by the CITY.

Plan Revisions: The FIRM will prepare and provide revised plan sheets reflecting design changes made during the construction of this 46TH STREET PROJECT. The FIRM will provide to the CITY qualified representation during the construction phase to address issues concerning the intent and interpretation of the construction contract documents.

Shop Drawing Review: The FIRM will review shop drawings and plans, submitted by the contractor, for the components to be supplied and installed by the contractor as specified in the contract documents. Shop drawing reviews will be performed by the FIRM in accordance with the FDOT's Standard Specifications for Road and Bridge Construction.

Bid Assistance: The FIRM will answer questions raised by bidders and the selected contractor during bidding of the 46TH STREET PROJECT. Bid questions will be forwarded by the CITY to

the FIRM for consideration and response.

FIRM will assist the CITY by recording in writing pre-construction activities for LAP documentation. Additionally, the FIRM will develop/assist with the preparation of the LAP checklist and provide support to the CITY for FDOT coordination and address FDOT comments as related to the checklist.

3.11 Transit Coordination

The FIRM will coordinate with the Hillsborough Area Regional Transit (HART).

3.13 Local Agency Program Coordination

Design Memorandum and FDOT Coordination: The FRIM will attend a maximum of two (2) meetings with the FDOT District staff to coordinate any proposed variance or exceptions. The FIRM will review the design memorandum and provide comments to the CITY.

4 ROADWAY ANALYSIS

The FIRM will analyze and document roadway tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

4.3 Pavement Design Package

The FIRM will provide a Pavement Design Package prior to the 60 % Submittal. The FIRM will provide a pavement design for milling and resurfacing the roadway and a separate pavement design for the intersection of Linebaugh Avenue and 46th Street.

4.5 Horizontal/Vertical Master Design Files

The FIRM will design the roadway geometrics using the FDOT Standard Plans for Roadway and Bridge Construction, with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, existing vegetation to be preserved, pedestrian and bicycle concerns, ADA requirements, elder road user policy, access management, PD&E documents and scope of work.

4.7 Roundabout Evaluation

The FIRM will analyze and document Roundabout Evaluation tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

The FIRM will perform a Roundabout Screening to assess potential site impacts such as utility adjustments or relocations, right of way takes, environmental mitigation, and access management. The FIRM will perform a Roundabout Benefit-to-Cost (B-C) Evaluation comparing a roundabout with a traditional intersection (stop controlled or signal controlled). The B-C analysis will consider safety benefits associated with reduced crashes, delay, life cycle costs including right of way, utilities, construction, operation, and maintenance.

The FRIM will perform a Geometric and Operation Analysis to establish the roundabout alignment, geometry and lane requirements. Roundabout Geometric and Operation Analysis must be documented in a preliminary report including data collection, conceptual layout, crash analysis,

traffic counts, traffic forecast, and future design and opening year analysis.

The FIRM will perform all efforts required for traffic data collection and required design elements for all the above, including crash reports, 12-hour machine counts, peak hour turning movement counts, existing geometrics, pedestrian and bicycle volumes, posted speed limits, delay counts, design vehicle, access management, transit operations and physical and right of way limitations.

4.8 Roundabout Final Design Analysis

The FIRM will finalize the design of the roundabout in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.
The FIRM will perform a final roundabout Geometric and Operation Analysis. A final roundabout design will be recommended by the FIRM for CITY approval prior to implementation. The roundabout design will provide for a functional geometric layout, be cost effective, safe and meets the needs of the community.

4.9 Cross Section Design Files

The FIRM will establish and develop cross section design files in accordance with the CITY's CADD manual.

4.10 Traffic Control Analysis

The FIRM will develop Level I Traffic Control Plans with General Notes, Phasing Notes, and phasing sections only. Lane closure times to be provided by the CITY Smart Mobility. The FIRM will plan for and abide requirements for temporary drainage, due to the nature of milling and resurfacing. No road closures or special detours will be part of the analysis.
Before proceeding with the Traffic Control Plan, the FIRM will meet with the appropriate CITY personnel. The purpose of this meeting will be for the CITY to provide information to the FIRM to better coordinate the preliminary and final Traffic Control Plan efforts.

4.15 Design Report

The FIRM will prepare all applicable report(s) to document the design under this Section 4.

4.16 Quantities

The FIRM will develop accurate quantities and the supporting documentation, including construction days, as required for the contract documents. The FIRM will update the contract documents with each submittal.

4.17 Cost Estimate
The FIRM will update the contract documents with each submittal.

5 ROADWAY PLANS

The design plans prepared by the FIRM will include Roadway, Traffic Control, Utility Adjustment plan sheets, notes, and details. To convey the intent and scope of the 46TH STREET PROJECT for construction the design plans will include the following sheets:

5.1 Key Sheet
5.2 Summary of Pay Items Including Quantity Input
5.3 Typical Section Sheets

5.3.1 Typical Sections
5.3.2 Typical Section Details
5.4 General Notes/Pay Item Notes
5.5 Summary of Quantities Sheets
5.9 Plan Sheet
5.15 Special Details
5.18 Cross Sections
5.21 Temporary Traffic Control Detail Sheets
5.22 Utility Adjustment Sheets
5.24 Tree Disposition Plan Sheets (included in Landscape Plans)
5.27 Utility Verification Sheet(s) (SUE Data)

6a DRAINAGE ANALYSIS

The FIRM will analyze and document drainage tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.
The FIRM will be responsible for designing a drainage and stormwater management system that will comply with the requirements of the appropriate regulatory agencies and the CITY's Drainage Manual.

6a.9 Design of Storm Drains

For the design of the drainage and stormwater management system, the FIRM will delineate contributing drainage areas, determine runoff, inlet locations, and spread, calculate hydraulic losses (friction, utility conflict and, if necessary, minor losses) and determine design tailwater and outlet scour protection.

6a.21 Field Reviews

The FIRM will conduct field reviews.

6a.22 Technical Meetings

The FIRM will attend meetings with the CITY, regulatory agencies, and/or local governments (e.g. Transportation and Stormwater Department (TSS), Southwest Florida Water Management District (SWFWMD), Florida Department of Environmental Protection (FDEP), etc.) for a complete drainage and storm water management system design.

6b DRAINAGE PLANS

The FIRM will prepare Drainage Plan sheets, notes, and details. To convey the intent and scope of the 46TH STREET PROJECT for construction the design plans will include the following sheets:

6b.1 Drainage Map
6b.3 Summary of Drainage Structures
6b.5 Drainage Structure Sheet(s) (Per Structure)
6b.6 Miscellaneous Drainage Detail Sheets

7 UTILITIES

The FIRM will identify utility facilities and secure agreements, utility work schedules, and plans from the Utility Agency Owners (UAO) ensuring all conflicts that exist between utility facilities and

the CITY's construction project are addressed. The FIRM will certify all utility negotiations have been completed and that arrangements have been made for utility work to be undertaken.
The FIRM will design the necessary utility adjustments for the CITY water and waste water facilities.

7.2 Identify Existing Utility Agency Owner(s)

The FIRM will identify all utilities within and adjacent to the 46TH STREET PROJECT limits.

7.3 Make Utility Contacts

First Contact: The FIRM will send letters and two sets of design plans – one set to each UAO, the other to the CITY. Letters will include: verification of the UAO contact information for meeting coordination; a request for the type, size, location, easements, and reimbursement cost for relocation (as applicable); a request for the voltage level for power lines in the 46TH STREET PROJECT area; utility design meeting schedule and agenda (as applicable); and utility design schedule. For any scheduled utility design meeting, the FIRM will provide at a minimum 4 weeks prior notice to the CITY and each UAO(s).
Second Contact: As part of the 60% Design submittal, the FIRM will transmit two complete sets of plans and utility conflict information (as applicable) to each UAO having facilities located within the 46TH STREET PROJECT limits, and one set to the CITY at a minimum of 4 weeks prior to the utility meeting for this submittal.
Third Contact: The FIRM will identify agreements and assemble packages that will include the design schedule, agreements, letters, the utility conflict matrix (as applicable) and two sets of plans – one set to the UAO, the other to the CITY.

7.7 Collect and Review Plans and Data from UAO(s)

As received, the FIRM will review PDF plans marked by each UAO for data related to utility type, material and size for inclusion in the design plans.

7.9 Utility Design Meeting

The FIRM will schedule (time and place), notify participants, and conduct a utility design meeting with all affected UAOs. The FIRM will be prepared to: discuss impacts to existing trees/vegetation and proposed landscape, drainage, traffic signalization, maintenance of traffic; review the current design schedule and letting date; evaluate the utility information collected; provide follow-up information on compensable property rights from the CITY; discuss with each UAO the option for utility work by highway contractor; discuss any future design issues that impact utilities to the extent that they have an effect on existing or proposed utility facilities, with particular emphasis on drainage and maintenance of traffic.

The intent of the utility design meeting will be for the FIRM to assist the UAO(s) in identifying and resolving by recommendation(s) conflicts between utilities and proposed construction before Final Design submittal. The FIRM will keep accurate minutes for all utility design meetings and distribute a digital copy to all attendees within 3 days.

7.10 Review Utility Markups, Work Schedules and Processing of Work Schedules & Agreements

The FIRM will review utility marked up plans and work schedules prepared by each UAO as they are received, for consideration and inclusion in the design plans. The FIRM will send color markups and schedules to the CITY for review and comment as required. FIRM will coordinate with the CITY for the execution of the work schedules and will distribute Executed Final Documents.

7.11 Utility Coordination/Follow-up

The FIRM will provide Utility Coordination and follow-up to include: interpreting plans, assisting the UAO(s) with completion of their work schedules and agreements, making phone calls to UAO(s), and attending face-to-face meetings to facilitate the return of documents from/by UAOs in accordance with the 46TH STREET PROJECT schedule.

7.15 Contract Plans to UAO(s)

As requested by the CITY, the FIRM will transmit the Final Design plans (as processed for letting) to the UAO(s). Transmittals by the FIRM to UAO(s) will be by certified mail, return receipt requested.

7.16 Certification/Close-Out

The FIRM will transmit utility files to the CITY and prepare the Utility Certification Letter. The FIRM will certify to the CITY the following:
All utility negotiations (full execution of each agreement, approved Utility Work Schedules, Technical Special Provisions, etc.) have been completed and that arrangements have been made for utility work, not to conflict with the physical construction schedule, to be undertaken.
OR
An on-site inspection has been made, and no utility work will be involved.
OR
Plans have been sent to the utility company/agencies and no utility work is required.

8 ENVIRONMENTAL PERMITS, COMPLIANCE, and ENVIRONMENTAL CLEARANCES

The FIRM will notify the CITY in advance of all scheduled meetings with regulatory agencies to allow a CITY representative to attend. The FIRM will copy the CITY on all permit related correspondence and meetings.

8.4 Complete and Submit Required Permit Applications
The FIRM will collect the data and information necessary to prepare the permit applications and obtain environmental permits required to construct the 46TH STREET PROJECT as identified in the 46TH STREET PROJECT DESCRIPTION, above. The FIRM will prepare each permit application in accordance with the rules and/or regulations of the regulatory agency responsible for issuing a specific permit and/or authorization to perform work. All regulatory permit application packages must be approved by the CITY prior to submittal to the respective agencies.

The FIRM will submit all permit applications, as directed by the CITY, and shall be responsible for payment of all permit and public noticing fees.

Local Permits: SWFWMD Exemption and CITY tree permit.

8.14.2 Archaeological and Historical Features

The FIRM will collect data necessary to completely analyze the impacts, due to changes in the project or project area, to all cultural and historic resources, and prepare a Cultural Resource Assessment Report, in accordance with Part 2, Chapter 8 of the FDOT's Project Development & Environment (PD&E) Manual.

9 STRUCTURES – SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS

The FIRM will analyze, design, and develop contract documents for all structures to ensure they comply with all applicable FDOT criteria. Each submittal by the FIRM to the CITY will consist of structural design calculations and other supporting documentation in a .pdf format. The cover sheet of the calculations (to be included in the Final Design submittal), indexing the contents of the calculations, will be signed and sealed by a Florida-licensed professional engineer. All computer programs and parameters used in the design calculations will include sufficient backup information to facilitate review by the CITY.

18 STRUCTURES – MISCELLANEOUS

The FIRM will prepare plans for Miscellaneous Structure(s) as specified in Section 2.5, above, to include:

18.9 Mast Arms
18.10 Standard Mast Arm Assemblies Data Table

19 SIGNING AND PAVEMENT MARKING ANALYSIS

The FIRM will perform and document Signing and Pavement Marking Analysis in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

19.3 Reference and Master Design File

The FIRM will prepare the Signing and Pavement Marking Design File which will include all necessary design elements and all associated reference files.

19.7 Quantities
19.8 Cost Estimate
19.11 Field Reviews

20 SIGNING AND PAVEMENT MARKING PLANS

The FIRM will prepare a set of Signing and Pavement Marking Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. Signing and Pavement Marking Plans will include the following:

20.1 Key Sheet
20.2 Summary of Pay Items Including Quantity Input
20.3 Tabulation of Quantities
20.4 General Notes/Pay Item Notes
20.6 Plan Sheet
20.7 Typical Details

21 SIGNALIZATION ANALYSIS

The FIRM will perform and document Signalization Analysis in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

21.1 Traffic Data Collection

The FIRM will perform the required efforts for traffic data collection, 24-hour machine counts, and

8-hour turning movement counts. FIRM will review and analyze crash reports as provided by the CITY.

21.2 Traffic Data Analysis

The FIRM will develop signal operation plans to include intersection geometry, local signal timings, and intersection analysis. The FIRM will assess the need for mid-block crossing(s) and RRRB and provide the appropriate design.

21.5 Reference and Master Signalization Design File

The FIRM will prepare the Signalization Design File which will include all necessary design elements and associated reference files.

21.7 Overhead Street Name Sign Design

The FIRM will design internally illuminated overhead street name signs.

21.8 Pole Elevation Analysis

21.9 Traffic Signal Operation Report
21.10 Quantities
21.11 Cost Estimate

22 SIGNALIZATION PLANS

The FIRM will prepare a set of Signalization Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. Signalization Plans will include the following:

22.1 Key Sheet
22.2 Summary of Pay Items Including Designer Interface Quantity Input
22.3 Tabulation of Quantities
22.4 General Notes/Pay Item Notes
22.5 Plan Sheet
22.12 Strain Pole Schedule
22.13 TCP Signal (Temporary)

23 LIGHTING ANALYSIS

The FIRM will perform and document Lighting Analysis in accordance with applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

23.2 Lighting Design Analysis Report

The FIRM will prepare a preliminary Lighting Design Analysis Report to include the Lighting Design Criteria that will be used.in the lighting design. The report will be submitted with a separate cover sheet with the 60% Design submittal and will provide analyses for the Linebaugh Avenue and 46th Street intersection lighting design.

After approval of the preliminary Lighting Design Analysis Report by the CITY, the FIRM will submit an updated report for each subsequent design submittal. The Lighting Design Analysis Report will include: Voltage Drop Calculations and load analysis calculations for each branch circuit.

23.3 Voltage Drop Calculations

The FIRM will submit Voltage Drop Calculations showing the equation(s) used, along with the number of luminaries per circuit, the length of each circuit, the conductor(s) size(s) used and the Ohm resistance values.

23.5 Reference and Master Lighting Design Files

The FIRM will prepare the Lighting Design Files to include all necessary design elements and all associated reference files.

23.7 Design Documentation
The CONSULTANT will submit Design Documentation with each design submittal. Design Documentation will include the following:
23.8 Quantities
23.9 Cost Estimate
23.10 Technical Special Provisions and Modified Special Provisions
23.11 Other Lighting Analysis
23.12 Field Reviews
The FIRM will collect information from the respective agencies maintaining the right-of-way and conduct a field review. The field review should consider, but is not limited to the following:

Existing Lighting Equipment
Load Center, Capabilities and Condition/Age
Condition of Lighting Structure(s)
Verification of horizontal clearances
Verification of breakaway requirements

24 LIGHTING PLANS

The FIRM will prepare a set of Lighting Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. Lighting Plans will include the following:

24.1 Key Sheet
24.2 Summary of Pay Item Sheet Including Designer Interface Quantity Input
24.3 Tabulation of Quantities
24.4 General Notes/Pay Item Notes
24.5 Pole Data, Legend & Criteria
24.6 Service Point Details
24.7 Project Layout
24.8 Plan Sheet
24.9 Special Details
24.10 Temporary Lighting Data and Details
24.11 Traffic Control Plan Sheets
24.12 Interim Standards

25 LANDSCAPE ARCHITECTURE ANALYSIS

The FIRM will perform and document Landscape Architecture Analysis in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

25.1 Data Collection

The FIRM shall perform all research required to collect data necessary to complete an initial design analysis that will include identifying local ordinances and collecting other project data as requested by the CITY.

25.2 Site Inventory and Analysis for Proposed Landscape

The FIRM will perform and document Site Inventory and Analysis for Proposed Landscape which will include the identification of: opportunities and constraints for the proposed landscaping based on existing site conditions; and available planting areas for nursery landscape material. As required for the Conceptual Design (Section 25.3), the FIRM will prepare a summary of the Site Inventory and Analysis for Proposed Landscape.

25.3 Planting Design
Conceptual Design: First submittal by the FIRM which includes delineation of all proposed planting types, scheme development and preliminary costs and reports.
Final Design: Last submittal by the firm which includes identifying the species/type, size, location, spacing, and quality of all plants.
25.6 Plan Summary Boxes
25.7 Cost Estimates
25.11 Field Reviews
25.12 Technical Meetings / Public Meetings

26 LANDSCAPE ARCHITECTURE PLANS

The FIRM will prepare a set of Landscape Architecture Plans which will include the following:

26.1 Key Sheet
26.2 Tabulation of Quantities
26.3 General Notes
26.5 Planting Plans for Linear Roadway Projects / Tree Disposition Plan
26.7 Planting Details and Notes
26.13 Landscape Maintenance Plan
26.14 Cost Estimate

The FIRM will provide a written plan to the CITY for the care and maintenance of the plants and beds after the warranty period. The landscape maintenance plan will be developed in performance-based language and will be in coordination with the CITY.

27 SURVEY

Survey, to be performed by the FIRM, will be in Florida State Plane Coordinate system NAD 83/90 adjustment horizontal datum, and NAVD 1988 vertical datum and/or National Geodetic Vertical Datum of 1929 (NGVD 29). Any conversion between vertical datums must be approved in writing, to include the methodology of said conversion. The survey information shall be provided on 11" x 17" sized paper at an appropriate scale, in addition to in AutoCAD and/or AutoCADD Civil 3D formats compatible to the version currently used by the CITY. Conversions from other AutoCAD software will not be accepted.

All field survey work performed by the FIRM will be submitted to the CITY in an approved type. Hand drawings may be acceptable to the CITY in certain situations, which will either be specified in the 46TH STREET PROJECT REQUIREMENTS, below, or approved in writing prior to

submission. The FIRM will submit all survey notes and computations; the field books shall be certified by the surveyor in responsible charge of work being performed before the final survey is submitted.

The survey notes will include documentation of decisions reached from meetings, telephone conversations or site visits performed by the FIRM. All like work (such as bench lines, reference points, etc.) will be recorded contiguously. It will be the CITY's discretion to accept field survey radial locations of section corners, platted subdivision lot and block corners, alignment control points, alignment control reference points and certified section corner references established by the FIRM. The CITY instead can require of the FIRM that these points be surveyed by true line, traverse or parallel offset.

Collection of survey data will not be acceptable to the CITY using:
Light Detection and Ranging (LiDAR), either ground or aerially produced; scanners (unless collecting data in unreachable locations, such as the underside of bridge structures, and only then with written permission from the CITY to the FIRM to utilize said scanners), or global positioning system (GPS).
GPS will only be used by the FIRM in conjunction with establishing control or traverse points to produce data in the required NAD 83/90 datum.

35 GEOTECHNICAL

The FIRM will, for the 46TH STREET PROJECT, be responsible for a complete geotechnical investigation. All work performed by the FIRM will be in accordance with CITY standards, or as otherwise directed by the CITY. Before beginning any part of the geotechnical investigation and after the Notice to Proceed from the CITY, the FIRM will submit a geotechnical investigation plan for approval and meet with the CITY to review the 46TH STREET PROJECT and CITY requirements. The geotechnical investigation plan will include, but not be limited to, the proposed boring locations and depths, and all existing geotechnical information from available sources to generally describe the surface and subsurface conditions of the project site. Additional, the FIRM will schedule, attend and record minutes for any meetings deemed necessary by the CITY to: plan any additional field efforts, review plans, resolve plans/report comments, resolve responses to comments, and/or any other actions required to facilitate the 46TH STREET PROJECT.

35.1 Document Collection and Review

FIRM will obtain and review available printed literature including topographic maps, county agricultural maps, aerial photography (including historic photos), ground water resources, geology bulletins, potentiometric maps, pile driving records, historic construction records and other geotechnical related resources. Prior to field reconnaissance, FIRM will review U.S.G.S., S.C.S. and potentiometric maps, and identify areas with problematic soil and groundwater conditions.
The FIRM will be responsible for coordination of all geotechnical related field work activities. The FIRM will retain all samples until the acceptance of 100% Design submittal. Rock cores will be retained as directed in writing by the CITY.

The FIRM will obtain pavement cores as directed in writing by the CITY.
As directed in writing by the CITY, a preliminary roadway exploration will be performed by the FIRM before the Conceptual Design submittal. The results of the preliminary roadway exploration shall be performed to assist in setting roadway grades and locating potential problem areas during design.

FIRM will perform specialized field-testing as required for the 46TH STREET PROJECT and as directed in writing by the CITY.

All laboratory testing and classification will be performed in accordance with applicable CITY standards, ASTM Standards or AASHTO Standards, unless otherwise specified in the contract documents.

35.5 Coordinate and Develop MOT Plans for Field Investigation

The FIRM will coordinate and develop Maintenance of Traffic (MOT) plan(s). All work zone traffic control will be performed in accordance with the CITY's Roadway and Traffic Standard Plans Index 102 series.

35.24 Final Report

The FIRM will prepare and submit to the CITY a Final Roadway Report that will include the following:

- Copies of U.S.G.S. and S.C.S. maps with project limits shown.
- A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to Standard Plans Indices 120-001 and 120-002.
- The interpretation, analysis, and results of all information and data as discussed in this Section 35.
- An appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.
- The FIRM will respond in writing to any changes and/or comments from the CITY and submit any responses and the revised Final Report.

37 46TH STREET PROJECT REQUIREMENTS

37.2 Key Personnel

The FIRM's work will be performed and directed by the key personnel as identified below. FIRM shall ensure that the below key personnel available to the 46TH STREET PROJECT for as long as such individual(s) is/are in FIRM's employ. FIRM shall not add, change, or remove said key personnel without first obtaining the CITY's prior written consent (not to be unreasonably withheld) in response to a written request from FIRM stating the reasons for any proposed modification to said key personnel and providing such information as the CITY may require to evaluate the suitability of said modification. The CITY will act reasonably in its evaluation; provided, however, its acceptance shall not constitute any responsibility or liability for any such individual's ability to perform the work.

Contract Role	Name
Principal in Charge	Jay Saxena. PE
Quality Assurance	Hisham Sunna, PE, PhD
Project Manager	Jeffrey Siewert, PE
Roadway Design	Kevin Kuhlow, PE
Signing and Marking	Tristan Hickman, PE
Drainage	Matt Ivie, PE
Structural	David Johnson, PE
Permitting	Daryl Myers, PE
Utility Design	Chris Martin, PE
Utility Coordination	Maria Baucom

Landscape Architecture	Chris Silewski, LA
Specifications	Maria Baucom
SUE	Mike Wolf
Traffic Analysis	Mike Noesen, PE
Drainage	Tom Ward, PE
Geotechnical	Jessica McRory, PE
Public Involvement	Tammy Vrana, AICP
Landscaping	Jon Toner, LA
Survey	Russell Hyatt, PSM
NEPA Permitting	Beth Chambliss

37.3 Progress Reporting

The FIRM will provide a written monthly progress report with approved schedule, and schedule status to the CITY.

37.4 Correspondence

Copies of all written correspondence between the FIRM and any party pertaining specifically to this 46TH STREET PROJECT will be provided to the CITY for its records within one (1) week of the receipt or mailing of said correspondence.

37.5 Professional Endorsement

The FIRM will have a Licensed Professional Engineer in the State of Florida sign and seal all reports, documents, Technical Special Provisions and Modified Special Provisions, and plans.

37.6 Computer Automation

The FIRM will develop design plans utilizing AutoCAD Computer Aided Drafting and Design (CADD) systems. It is the responsibility of the FIRM to meet the requirements in the CITY's CADD Manual. The FIRM will submit final documents and files as described therein.

37.7 Coordination with Other Agencies

The FIRM is to coordinate its work with all adjacent and integral agencies/entities to effect complete and homogenous plans and specifications for the project(s) described in Exhibit A.

38 INVOICING LIMITS

Payment for the work accomplished will be in accordance with the Agreement, in a format prescribed by the CITY. FIRM will monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the CITY.

The FIRM will provide a list of key events and the associated total percentage of work considered to be complete at each event. This list will be used to control invoicing. Invoices will not be submitted and payments will not be made that exceed the percentage of work for any event until those events have occurred and the results are acceptable to the CITY.

[END OF ATTACHMENT A-B]

EXHIBIT B

COMPENSATION

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

With regard to the work and services described in Attachment A-A (COLUMBUS DR PROJECT), FIRM's total compensation shall not exceed $367,687.92, the actual amount of which shall be equal to the lump sum amount of $317,687.92 plus those amounts, if any, properly charged by FIRM against the A-A Contingency (which shall not exceed $50,000).

With regard to the work and services described in Attachment A-B (46TH STREET PROJECT), FIRM's total compensation shall not exceed $501,278.49, the actual amount of which shall be equal to the lump sum amount of $451,278.49 plus with those amounts, if any, properly charged by FIRM against the A-B Contingency (which shall not exceed $50,000).

In no event shall FIRM's total compensation for performing work and services under Exhibit A (comprised of work and services described in Attachment A-A and Attachment A-B thereto) exceed $868,966.41.

FIRM shall not use any portion of the A-A Contingency or the A-B Contingency (individually or collectively the Contingency) without prior written authorization from the CITY. Any services intended to be charged against Contingency amounts commenced without FIRM first having received the CITY's prior written authorization shall be at FIRM's sole cost. Any unused Contingency amounts shall belong to the City and shall be deducted from the Firm's total compensation.

Invoices shall be submitted separately for the COLUMBUS DR PROJECT (Attachment A-A) and the 46TH STREET PROJECT (Attachment A-B) each month. Which invoices shall be on a monthly percent completed basis, based on FIRM's estimate of percent complete per project and task associated with the subject Attachment as supported by a monthly progress report, for all tasks, as shown below.

ATTACHMENT A-A | COLUMBUS DR PROJECT
[E. Columbus Drive from N. Nebraska Ave. (SR45) to 14th St.]

Task (Activity No.)	Activity	Total Fees
3	Project Common and General Tasks	$ 54,855.58
4	Roadway Analysis	$ 49,210.97
5	Roadway Plans	$ 19,347.49
6a	Drainage Analysis	$ 10,278.18
6b	Drainage Plans	$ 6,774.98
7	Utilities	$ 16,234.91
8	Env. Permits, Compliance & Clearances	$ 30,643.16
18	Miscellaneous Structures	$ 9,029.44
19	Signing & Pavement Marking Analysis	$ 8,245.70
20	Signing & Pavement Marking Plans	$ 4,803.03
21	Signalization Analysis	$ 33,963.77
22	Signalization Plans	$ 8,737.04
25	Landscape Architecture Analysis	$ 6,490.70
26	Landscape Architecture Plans	$ 5,760.50
27	Survey - Field and Office Support	$ 14,407.47
27	Survey Field Crew Days	$ 31,620.00
35	Geotechnical	$ 7,285.00
	Attachment A-A Subtotal (Lump Sum)	**$ 317,687.92**
	A-A Contingency	$ 50,000.00
	TOTAL (Not to Exceed)	$ 367,687.92

ATTACHMENT A-B | 46TH STREET PROJECT
[46th Street from SR580 (Busch Blvd) to SR582 (Fowler Ave)]

Task (Activity No.)	Activity	Total Fees
3	Project Common and General Tasks	$ 48,627.21
4	Roadway Analysis	$ 108,220.88
5	Roadway Plans	$ 30,029.65
6a	Drainage Analysis	$ 17,235.95
6b	Drainage Plans	$ 14,368.32
7	Utilities	$ 20,695.64
8	Env. Permits, Compliance & Clearances	$ 18,340.20
18	Miscellaneous Structures	$ 6,176.91
19	Signing & Pavement Marking Analysis	$ 16,121.64
20	Signing & Pavement Marking Plans	$ 9,117.33
21	Signalization Analysis	$ 15,751.83
22	Signalization Plans	$ 3,464.63
23	Lighting Analysis	$ 13,139.30
24	Lighting Plans	$ 4,217.66
25	Landscape Architecture Analysis	$ 5,500.00
26	Landscape Architecture Plans	$ 4,500.00
27	Survey - Field and Office Support	$ 33,121.00
27	Survey Field Crew Days	$ 78,550.00
35	Geotechnical	$ 4,100.00
	Attachment A-B Subtotal (Lump Sum)	$ 451,278.49
	A-B Contingency	$ 50,000.00
	TOTAL (Not to Exceed)	$ 501,278.49

[END OF EXHIBIT B]

Exhibit C

CITY OF TAMPA INSURANCE REQUIREMENTS

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

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

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

MINIMUM SCOPE AND LIMIT OF INSURANCE [1]

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

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

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

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

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

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

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

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

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

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

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

Document updated and approved by Legal and Risk Management as of 06/16/2016

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

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

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

M. Garagekeeper/Hangerkeeper/Marina Operator Legal Liability Insurance and/or Hull/P&I Insurance where parking lot, valet, dealership, garage services, towing, etc. and/or operation of a hangar, marina, or air plane/ship repairer, providing safe berth, air/watercraft storage/docking (on land/ in water), fueling, tours, charters, ferries, dredges, tugs, mooring, towing, boat/aircraft equipment/repair/alteration/maintenance, etc.; coverage against liability for damage to vehicles air/watercraft, their machinery in Firm's care, custody, or control both private & commercial. Limits at least equal to greater of $1M, value of max number of vehicles that may be in Firm's custody, or of most costly object in Firm's custody. **(IF APPLICABLE)**

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

Document updated and approved by Legal and Risk Management as of 08/16/2016

Exhibit D

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

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

Contract No.:_____ Contract Name:_____
Company Name:_____ Address:_____
Federal ID:_____ Phone:_____ Fax:_____ Email:_____

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

[ ] No Firms were contacted or solicited for this contract.
[ ] No Firms were contacted because:_____
[ ] See attached list of additional Firms solicited and all supplemental information (List must comply to this form)
Note: Form MBD-10 must list ALL subcontractors solicited including Non-minority/small businesses

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

S = SLBE W=WMBE O = Neither Federal ID	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

Failure to Complete, Sign and Submit this form with your Bid or Proposal Shall render the Bid Non-Responsive (Do Not Modify This Form)

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

Signed:_____ Name/Title:_____ Date:_____

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

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

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

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

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

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

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

Exhibit D

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

Page 3 of 4 – DMI Solicited/Utilized Schedules

City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers)

(FORM MBD-20)

Contract No.:_____ Contract Name:_____

Company Name:_____ Address:_____

Federal ID:_____ Phone:_____ Fax:_____ Email:_____

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

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

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

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

[ ] No Firms are listed to be utilized because:_____

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

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

S = SLBE W=WMBE O =Neither Federal ID	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %

Failure to Complete, Sign and Submit this form with your Bid or Proposal Shall render the Bid Non-Responsive. (Do Not Modify This Form)

Total ALL Subcontract / Supplier Utilization $_____

Total SLBE Utilization $ _____

Total WMBE Utilization $ _____

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

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

Signed:_____ Name/Title:_____ Date:_____

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

Forms must be included with Bid / Proposal

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

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

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

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

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

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

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

Exhibit E

City of Tampa

FDOT-LAP Project

Requirements

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS For PROFESSIONAL SERVICES CONTRACTS

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

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

A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.

C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement not withstanding.

D. The consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

   1. withholding of payments to the Consultant under the contract until the Consultant complies and/or

   2. cancellation, termination or suspension of the contract, in whole or in part.

J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

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

K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

1. The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

O. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

P. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or

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

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

R. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;

2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

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

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

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

Ayres Associates Inc
Name of Consultant

By: _____
Jay Saxena, PE, Vice President

March 8, 2018
Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

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

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)

4. Name and Address of Reporting Entity: ☒ Prime ☐ Subawardee Tier _____, *if known*: Ayres Associates Inc 8875 Hidden River Parkway, Suite 200 Tampa, FL 33637-1035 Congressional District, *if known*: 4c 14	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ Congressional District, *if known*: _____
6. Federal Department/Agency:	**7. Federal Program Name/Description:** Two Walk-Bike FDOT LAP Projects - Design CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*: 18-D-00007	**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: Vijay Saxena, PE Title: Vice President Telephone No.: 813.978.8688 Date (mm/dd/yyyy): 03/08/2018
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS

(Compliance with 49CFR, Section 20.100 (b))

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

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

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

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

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

Name of Consultant: Ayres Associates Inc

By: Jay Saxena, PE Date: March 8, 2018 Authorized Signature

Title: Vice President

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-32
PROCUREMENT
11/15

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

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

Name of Consultant/Contractor: Ayres Associates Inc

By: Jay Saxena, PE

Date: March 8, 2018

Title: Vice President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

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

375-030-50
PROCUREMENT
OGC – 03/17

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

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

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

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

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

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

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

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
18-D-00007	Two Walk-Bike FDOT LAP Projects – Design	436639-1; 437246-1

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

Printed Names	Signatures	Date
Jay Saxena, PE		March 8, 2018

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-32
PROCUREMENT
11/15

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

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

Name of Consultant/Contractor: Ayres Associates Inc

By: Jay Saxena, PE

Date: March 8, 2018

Title: Vice President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

DBE BID PACKAGE INFORMATION

DBE Utilization

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

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

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

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

DBE Reporting

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

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

Bid Opportunity List

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

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is:
https://www3.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance%2f .

DBE/AA Plans

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

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

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

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

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

Attachment "R"

DBE PARTICIPATION STATEMENT

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

Project Description: Two Walk-Bike FDOT LAP Projects -- Design

Consultant Name: Ayres Associates Inc

This consultant (is____) (is not_X_) a Department of Transportation certified Disadvantaged Business Enterprise (DBE).

Expected percentage of contract fees to be subcontracted to DBE(s): 7% (SLBE), 12% (WMBE) %

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

DBE Sub-Consultant	Type of Work/Commodity
Baslee Engineering Solutions, Inc. (dba BES Inc.)	Traffic studies, signalization
Hyatt Survey Services, Inc.	Surveying, right-of-way mapping
AREHNA Engineering, Inc.	Geotechnical engineering
Vrana Consulting, Inc.	Public involvement
Terra Tectonics Design Group International, Inc.	Landscape architecture

By: Jay Saxena, PE

Title: Vice President

Date: March 8, 2018

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

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

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

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

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

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

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

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

☒ **YES**

☐ **NO**

NAME OF BUSINESS: Ayres Associates Inc

CONSTRUCTABILITY EVALUATION

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

PERFORMANCE RATING SCALE

5 Outstanding Performance

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

4 Above Satisfactory Performance

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

3 Satisfactory Performance

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

2 Below Satisfactory Performance

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

1 Unacceptable Performance

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

TOTAL WEIGHTED SCORE FOR ALL CONSTRUCTABILITY CRITERIA: **Not Rated**
(Weighting shown is by group. All questions are weighted individually)
Note: An overall score of 3 is considered satisfactory performance. The maximum score attainable is 5.

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

Instructions:

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

CONSTRUCTABILITY CRITERIA

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

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

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

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

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

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONSULTANT MANAGEMENT EVALUATION

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

PERFORMANCE RATING SCALE

5 Outstanding Performance
Consultant consistently exceeded the expectations.

4 Above Satisfactory Performance
Consultant consistently met, often exceeded, expectations.

3 Satisfactory Performance
Consultant consistently met expectations.

2 Below Satisfactory Performance
Consultant inconsistently met expectations.

1 Unacceptable Performance
Consultant consistently failed to meet expectations.

TOTAL WEIGHTED SCORE FOR ALL MANAGEMENT CRITERIA: **Not Rated**

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

FDOT Project Manager _____ Date _____

TOTAL WEIGHTED SCORE FOR ALL POST DESIGN MANAGEMENT CRITERIA: **Not Rated**

FDOT Design Project Manager

FDOT Construction Project Manager

MANAGEMENT EVALUATION CRITERIA

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

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

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

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

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

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

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

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

CONSULTANT QUALITY EVALUATION
TYPE OF WORK: GROUP 3 HIGHWAY DESIGN - ROADWAY

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

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

PERFORMANCE RATING SCALE

5 Outstanding Performance
(delivered high-quality products and services with less than usual Department assistance)

4 Above Satisfactory Performance
(delivered high-quality products and services with normally expected Department assistance)

3 Satisfactory Performance
(delivered good products and services with normally expected Department assistance)

2 Below Satisfactory Performance
(delivered acceptable products and services with considerable unwarranted Department assistance)

1 Unacceptable Performance
(delivered low-quality products and services)

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

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

TOTAL SCORE FOR QUALITY CRITERIA: **Not Rated**

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

Department Evaluator _____ Date _____

FDOT Project Manager _____ Date _____

QUALITY EVALUATION CRITERIA

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

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

Comments:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONSULTANT SCHEDULE EVALUATION

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

PERFORMANCE RATING SCALE

5 **Outstanding Performance**
Always ahead of schedule without need for resubmission

4 **Above Satisfactory Performance**
Regularly ahead of schedule without need for resubmission

3 **Satisfactory Performance**
On schedule in accordance with agreed schedule dates

2 **Below Satisfactory Performance**
Behind schedule

1 **Unacceptable Performance**
Behind schedule. Performance affecting final completion.

TOTAL WEIGHTED SCORE | **Not Rated**

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

FDOT Project Manager _____ Date _____

SCHEDULE EVALUATION CRITERIA

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

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