

Agmt

RESOLUTION NO. 2019 - 1069

CAD/MH

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$323,713.82 BETWEEN THE CITY OF TAMPA AND CARDNO, INC., IN CONNECTION WITH CONTRACT 19-D-00038; 30TH STREET COMPLETE STREETS SIDEWALK & SAFETY IMPROVEMENT PROJECT - 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 Cardno, Inc. ("Consultant") to provide professional services in connection with Contract 19-D-00038; 30th Street Complete Streets Sidewalk & Safety Improvement Project - Design, ("Project") as detailed in the Agreement for Consultant Services ("Agreement"); and

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

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

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

Section 1. That the Agreement between the City of Tampa and Cardno, Inc. in connection with Contract;19-D-00038; 30th Street Complete Streets Sidewalk & Safety Improvement Project - Design as detailed in said Agreement, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in substantially similar form.

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

Section 3. Approval of an agreement for professional services in the amount of \$323,713.82 in connection with the 30th Street Complete Streets Sidewalk & Safety Improvement Project for use by the Transportation and Stormwater Services Department within the Utilities Services Tax Capital Projects – Pay Go Fund.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON DEC 19 2019

ATTEST:

Shirley Fox-Krueber
CITY CLERK/DEPUTY CITY CLERK

[Signature]
CHAIRMAN/CHAIRMAN PRO-TEM CITY COUNCIL

PREPARED AND APPROVED AS TO
LEGAL SUFFICIENCY BY:

E/S
JUSTIN VASKE
ASSISTANT CITY ATTORNEY

42019-39

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT (“Agreement”) made and entered into at Tampa, Florida, as of the ____ day of _____, [Year], which is the date Resolution No. [Reso 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 Cardno, Inc. a Delaware incorporation authorized to do business in the State of Florida, (“FIRM”), the address of which is 380 Park Place Blvd., Suite 300, Clearwater, FL. 33759.

WITNESSETH:

WHEREAS, the CITY desires to engage the FIRM to perform certain professional services pertinent to such work which shall be referred to as Contract 19-D-00038; 30th Street Complete Streets Sidewalk & Safety Improvement Project - Design (“PROJECT”) in accordance with this Agreement; and

WHEREAS, the FIRM 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 FIRM to the CITY will be that of an independent professional consultant for the PROJECT; and the FIRM 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 FIRM 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 FIRM’s services called for under this Agreement shall be completed provided that, if the FIRM’s services are delayed for reasons beyond the FIRM’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 FIRM’s services under this Agreement shall become and remain the property of the CITY upon receipt of payment by the FIRM 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 FIRM 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 FIRM, 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 FIRM shall be at the CITY’s sole risk, and the FIRM 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 FIRM shall be at the CITY's sole risk, and the FIRM shall have no responsibility or liability therefore.

V. COMPENSATION

The CITY shall compensate the FIRM for the services performed with this Agreement in an amount not to exceed \$323,713.82 to be billed in accordance with **Exhibit B**.

VI. PAYMENT

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

VII. RECORDS

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

With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection, or copying purposes at any time during normal business hours at a location within Hillsborough County, Florida as often as the CITY, HUD (if applicable), representatives of the Comptroller General of the United States or other federal agency may reasonably require. FIRM 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. FIRM 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 applicable. 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 FIRM 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 FIRM 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 FIRM 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 FIRM 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 FIRM and supported by back-up documentation.

Upon suspension, cancellation or abandonment hereof, FIRM 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 FIRM.

In the event the PROJECT is suspended, cancelled or abandoned, the FIRM shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the FIRM'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 FIRM 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 FIRM shall otherwise be in default under this Agreement; or the FIRM has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Agreement without the CITY's consent or approval; or the FIRM 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 FIRM assets; or the FIRM disclosed CITY confidential information, procedures or activities; or the FIRM 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 FIRM 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 FIRM 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 FIRM shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date; however, FIRM 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 FIRM prior to the Termination Date shall be documented. In the event the project is terminated for cause pursuant to this Article, the FIRM shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the FIRM'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, FIRM shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by FIRM.

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 FIRM 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 FIRM 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 FIRM in connection with resolution of the amount due to the FIRM. The CITY, at its own discretion, shall be entitled to direct the FIRM to terminate any or all the FIRM's subcontracts or subconsulting agreements. In the event the project is terminated for convenience pursuant to this Article, the FIRM shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the FIRM'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 FIRM, 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 FIRM

The FIRM 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 FIRM further covenants that in the performance of this Agreement no person having such interest shall be employed.

The FIRM warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the FIRM 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 FIRM any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

The FIRM 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 FIRM 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 FIRM from the City. If, in its sole discretion the CITY of Tampa determines that a professional conflict of interest is deemed to exist, the FIRM shall be disqualified from participating in the proposed Project.

XIV. COMPLIANCE WITH LAWS

A. The FIRM 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 FIRM 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 FIRM 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 FIRM 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 FIRM to the CITY are public records and the CITY may authorize third parties to review and reproduce such documents pursuant to public records laws, including the provisions of Chapter 119, Florida Statutes

XV. ASSIGNABILITY

The FIRM 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 FIRM 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 FIRM shall:

A. Not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, handicap, or national origin. FIRM 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. FIRM 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 FIRM, it must state that all qualified applicants will receive considerations for employment without regard to race, color, religion, age, sex, handicap, or national origin.

XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM

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

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

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

D. At the time of the submission of invoices, the FIRM 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 FIRM 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 FIRM 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 FIRM to debarment from any future CITY contracts or agreements.

XIX. NEGATION OF AGENT OR EMPLOYEE STATUS

FIRM shall perform this Agreement as an independent consultant and nothing contained herein shall in any way be construed to constitute FIRM or the assistants of FIRM to be representative, agent, subagent, or employee of CITY or any political subdivision of the State of Florida. FIRM certifies FIRM'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 FIRM and assistants of FIRM.

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 FIRM in connection with the Services the FIRM has agreed to perform hereunder or otherwise, or for any debts or claims of any nature accruing to any person or entity against FIRM; 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 FIRM as a result of the provisions of the Services provided by FIRM 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 party arising out of or relating to this Agreement may bring the legal action or proceeding in the United States District Court for the Middle District of Florida, Tampa Division or in any court of the State of Florida sitting in Tampa.

XXIII. AUTHORIZATION

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

XIV. ENTIRE AGREEMENT

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

XXV. INDEMNIFICATION

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

XXVI. ESTOPPEL/WAIVER

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

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

XXVII. AUDIT REQUIREMENTS.

In the event, that during the period of this Agreement, the Firm expends more than \$750,000 in federal funds in an operating year from this and other federal grants, the Firm 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 Firm'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, the Firm 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 the Firm 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 during an operating year, the Firm 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.

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

XXVIII. DEFAULT

In accordance with 24 CFR 85.43, a default shall consist of any use of Grant Funds for a purpose other than as authorized by this Agreement, noncompliance with any provision in all Articles herein, any material breach of the Agreement, failure to comply with the audit requirements as provided herein, or failure to expend Grant Funds in a timely or proper manner. A cancellation for default pursuant to this Article shall not impair or limit the City's remedy for the Firm's breach of warranty to the extent of work performed, not for errors or omissions in the professional engineering services prior to cancellation.

XXIX. BUDGET APPROPRIATIONS

The City is subject to Section 166.241, Florida Statutes, and is not authorized to contract for expenditures in any fiscal year except in pursuance of budgeted appropriates. With respect to this Agreement, the City has budgeted

and appropriated sufficient monies to fund the City's obligations under this Agreement. The obligations of the City hereunder shall not constitute a general indebtedness of the City within the meaning of the Florida Constitution.

XXX. SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, prohibits agencies or local governmental entities from contracting with companies for (i) goods or services of any amount on either the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel and (ii) goods or services of \$1,000,000 or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria. A company that is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or is engaged in business operations in Cuba or Syria is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of any amount. A company that is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1,000,000 or more. FIRM certifies that it is not in violation of Section 287.135, Florida Statutes. If the City determines the FIRM submitted a false certification, or has been placed on the Scrutinized Companies Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or been engaged in business operations in Cuba or Syria, the City shall have the option to terminate this Agreement or maintain it subject to the conditions of Section 287.135 of the Florida Statutes.

XXXI. PUBLIC RECORDS

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

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

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

1. FIRM shall keep and maintain public records required by the CITY to perform the services under this Agreement;
2. Upon request by the CITY, provide the CITY with copies of the requested records, having redacted records in total on in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the CITY) on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

3. Ensure that records, in part or in total, that are exempt or that are confidential and exempt from disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion (or earlier termination) of the Agreement if FIRM does not transfer the records to the CITY;

4. Upon completion (or earlier termination) of the Agreement, FIRM shall within 30 days after such event either transfer to the CITY, at no cost, all public records in possession of the FIRM or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If FIRM transfers all public records to the CITY upon completion (or earlier termination) of the Agreement, FIRM shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon completion (or earlier termination) of the Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the agency.

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

IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FIRM'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.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

CONSULTANT:
Cardno, Inc.

By: _____

Print Name: _____

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

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

[SEAL]

ATTEST:

CITY:
City of Tampa, Florida

By: _____
City Clerk/Deputy City Clerk

[SEAL]

By: _____
Jane Castor, Mayor

APPROVED AS TO FORM:

Justin R. Vaske, Assistant City Attorney

EXHIBIT A

SCOPE OF SERVICES FOR 30TH STREET COMPLETE STREETS SIDEWALK & SAFETY IMPROVEMENTS PROJECT PHASE I: CONCEPTUAL DESIGN

This Exhibit forms an integral part of the agreement between the City of Tampa (hereinafter referred to as the CITY) and CARDNO, INC. (hereinafter referred to as the FIRM) relative to the transportation facility described as follows:

City Contract Number: **19-D-00038 (CIP #1001530)**

Description: ***Conceptual Design for 30th Street Complete Streets from the intersection of Yukon Street to Fowler Avenue/Florida State Road (SR) 582***

Rail Road Crossing: ***CSX Crossing at N 30th Street (575 ft. south of Fowler Avenue)***

Context Classification: ***C4 - Urban General***

1 PURPOSE

The purpose of this exhibit is to describe the scope of work and the responsibilities of the FIRM and the CITY in connection with the conceptual design of 30th Street. This phase of development includes project analyses and conceptual design alternatives and plans, in addition to any incidental engineering services, as necessary, for recommended improvements to the transportation facility described herein. A separate phase (not incorporated in this scope) will include final design.

The FIRM shall conduct the necessary engineering analyses to develop conceptual plans, typical sections and estimates for the 30th Street Complete Streets Sidewalk & Safety Improvements Project (hereinafter referred to as PROJECT) in accordance with CITY policy, procedures and requirements for evaluation by the CITY.

The FIRM shall be aware that as a project is developed, certain modifications and/or improvements to the original concepts may be required. The FIRM shall incorporate these refinements into the conceptual design and consider such refinements to be an anticipated and integral part of the work. This shall not be a basis for any supplemental fee request(s).

The FIRM shall demonstrate good project management practices while working on this PROJECT. These include communication with the CITY and others as necessary, management of time and resources, and documentation. The FIRM shall set up and maintain throughout the design of the PROJECT a contract file. FIRMs are expected to know the laws and rules governing their professions and are expected to provide services in accordance with current regulations, codes and ordinances and recognized standards applicable to such professional services. The FIRM shall provide qualified technical and professional personnel to perform to CITY standards and procedures, the duties and responsibilities assigned under the terms of this agreement.

Technical reviews of the FIRM's work and deliverables will be conducted by the CITY. The FIRM shall be fully responsible for work performed and work products developed under this Scope of Services.

2 PROJECT DESCRIPTION

The FIRM shall investigate the status of the PROJECT and become familiar with concepts and commitments (typical sections, alignments, etc.) developed from prior studies and/or activities. A Preliminary Engineering Report (PER) will be generated from the current scope.

This Complete Streets PROJECT primarily consists of bicycle and pedestrian improvements along 30th Street in Tampa, FL, to enhance safety, comply with current ADA standards, and create a multi-modal facility. The corridor is divided into two segments:

- 1) Segment One is an urban collector from the intersection at Yukon Street to Busch Blvd. (SR 580) with a posted speed of 30 mph.*
- 2) Segment Two is an urban arterial from Busch Blvd. (SR 580) to Fowler Avenue (SR 582) with a posted speed of 45 mph.*

Services include, but are not limited to:

<i>Surveying</i>	<i>Right-of-way Mapping</i>
<i>Geotechnical Services</i>	<i>Environmental Permitting</i>
<i>Traffic and Safety Analyses</i>	<i>Public Involvement</i>
<i>Conceptual Roadway Design</i>	<i>Preliminary Utilities Coordination</i>
<i>Conceptual Drainage Design</i>	<i>Preliminary Cost Estimating</i>
<i>Conceptual Signing and Pavement Markings Design</i>	<i>Inter-agency Coordination with the Florida Department of Transportation (FDOT), CSX Transportation (CSX), and the Hillsborough Area Regional Transit Authority (HART)</i>
<i>Conceptual Landscape Design / Conceptual Irrigation</i>	
<i>Conceptual Water and Wastewater Relocation Design</i>	<i>Preliminary Engineering Report with Recommendations</i>

The FIRM shall evaluate and design bicycle lanes throughout the PROJECT limits and design upgrades to existing pedestrian facilities to improve safety and meet current ADA standards. Future improvements will also consist of milling and resurfacing, including the existing CSX railroad crossing south of Fowler Avenue, and installing raised medians for pedestrian crossings. The FIRM shall provide

conceptual designs including a 10-ft. wide pedestrian/bicycle trail along the west side of 30th Street Segment Two (from Busch Blvd. to Fowler Avenue), and roundabout analyses with layouts at Yukon Street and Bougainvillea Ave. Additional information is provided in Sections 2.1 through 2.12.

COORDINATION REQUIREMENTS: *This PROJECT shall be coordinated with adjacent County, State or private projects, including the following known projects:*

- 1) City of Tampa Intersection Improvements for N. 30th Street and E. Bougainvillea Avenue Mast Arms.*

2.1 PROJECT General and Conceptual Roadway (Activities 3, 4, and 5)

Public Involvement: *One (1) public meeting is anticipated. See Section 3.1.*

Plan Type: *The conceptual plans shall be prepared in a Plan format. The plan sheets shall be plotted at a horizontal scale of 1" = 30'.*

Typical Section: *Two typical sections exist within the PROJECT limits.*

- Segment One: Existing two-lane roadway consisting of 14' travel lanes, 5'-6' sidewalk, and either curb and gutter or flush shoulders on the outside. Right-of-way varies. The existing posted speed limit is 30 mph.*
- Segment Two: Existing four 11'-14' travel lanes, a 12' paved median, curb & gutter, and 5'-6' sidewalk in each direction. Right-of-way varies. The existing posted speed limit is 45 mph.*

No right-of-way acquisition is anticipated.

Resurfacing Limits: *Two segments of resurfacing limits exist within the PROJECT limits to extend the life of the pavement:*

- Segment One from Yukon Street to south of Busch Boulevard.*
- Segment Two from north of Busch Blvd. to south of Fowler Avenue.*

Resurfacing limits specifically exclude the mainline pavement along Busch Blvd. (SR 580) which can be observed from the existing pavement seams. Existing travel lanes, auxiliary lanes, and the flush, paved median will be resurfaced.

Pavement Design: *Preliminary pavement designs for the mainline, auxiliary lanes, and trail are anticipated for milling and resurfacing, widening, and new construction. Based on the geotechnical information described in Section 35, the FIRM shall provide a pavement design memorandum with recommendations.*

Cross Slope: *The FIRM shall review survey data to determine whether cross slope locations are deficient or excessive.*

Design Variations/Exceptions: *The FIRM shall determine and list variations/exceptions required for the PROJECT improvements.*

Transit Route Features: *HART routes exist within the PROJECT limits. The FIRM shall coordinate with the transit agency and design bus landing pads and incidental sidewalk connections to meet Americans with Disabilities Act (ADA) standards within CITY right-of-way.*

Intersections: *Five (5) signalized intersections exist within the PROJECT limits at the following locations:*

- *E Yukon Street (Existing Mast Arms)*
- *SR 580 / E Busch Boulevard (Existing Mast Arms)*
- *E Annie Street (Existing Mast Arms)*
- *E Bougainvillea Avenue (Existing Mast Arms)*
- *SR 582 / E Fowler Avenue (Existing Strain Poles)*

Signalization design work is NOT part of this scope of services.

Roadway Alternative Analysis and Design Development:

Following data collection and preliminary investigation, the FIRM shall prepare conceptual layouts and a design memorandum outlining preliminary design decisions, examining and identifying impacts to right-of-way, utilities, driveways, drainage and other features to verify feasibility of the conceptual design(s):

- *Evaluate roundabout at Yukon Street.*
- *Evaluate roundabout at Bougainvillea Boulevard.*
- *Evaluate installation of curb and gutter along Segment One.*
- *Evaluate 8-ft. wide sidewalk (minimum) along Segment One.*
- *Evaluate 10-ft. wide multi-use trail along the west side of Segment Two.*
- *Evaluate widening sidewalk along the east side of Segment Two.*
- *Evaluate access management modifications along Segment Two.*
- *Evaluate pedestrian crossings and raised median locations and type of pedestrian signal/signing to be implemented, i.e. Rectangular Rapid Flashing Beacon (RRFB).*

The FIRM shall also prepare preliminary cost estimates associated with each evaluation to be included with the design memo and provided to the CITY for review and consideration prior to proceeding to final design.

Traffic Analysis: *The FIRM shall perform analyses in Activities 19 & 21.*

Conceptual layouts shall be prepared for proposed improvements on the PROJECT.

2.2 Conceptual Drainage (Activities 6a and 6b)

System Type: 30th Street has a closed drainage conveyance system throughout the PROJECT limits. There are linear stormwater management facilities along the west side of Segment Two.

Drainage improvements anticipated include minor repairs and rehabilitation to existing drainage inlets, pipes, end treatments, and manholes. The FIRM shall perform a visual inspection of the drainage system and conduct a structural inventory throughout the PROJECT limits. No floodplains exist within the PROJECT limits. Existing linear stormwater management facilities shall be modified/regraded to maintain the existing capacity due to proposed activities, including but not limited to construction of multi-use path, sidewalk reconstruction, intersection improvements, etc.

The FIRM shall perform a stormwater model and alternative analysis to review pre- and post- conditions for proposed linear pond improvements using XP-SWMM. Model parameters and potential performance issues shall be reviewed and identified from the model simulation. The FIRM shall review the hydrologic and hydraulic model that represents the proposed conditions and conveyances for each alternative to designate the proposed level of service and permitability of the conceptual drainage design.

2.3 Utilities (Preliminary Coordination) (Activity 7)

The FIRM shall be responsible for identifying and coordinating with utilities within and adjacent to the PROJECT limits based on topographic survey, a Sunshine 811 design ticket, and field observations that may be impacted by the PROJECT.

Utilities anticipated on the PROJECT: A preliminary Sunshine 811 design ticket identified the following Utility Agencies/Owners (UAOs): American Traffic Solutions, AT&T Florida, CenturyLink, Charter Communications, City of Tampa Transportation, City of Tampa Wastewater, City of Tampa Water, Crown Castle, Crown Castle NG, Fiberlight LLS, FDOT ITS, Florida Gas Transmission, Frontier Communications, MCI, Tampa Electric Distribution, TECO Transmission, TECO Lighting, TECO People's Gas, Unity Fiber, and University of South Florida Utilities.

The FIRM shall develop a preliminary utility conflict matrix to identify potential utility conflicts with the conceptual design alternatives based on As-Built plans and conceptual plan mark-ups provided by the UAOs.

2.4 Safety and Traffic Data Collection, Analyses, and Reports (Activities 19 & 21)

The FIRM shall collect data to complete various analyses and reports for traffic

and safety as outlined in Activities 19 and 21.

The FIRM shall provide a conceptual plans to update signing and pavement markings throughout the PROJECT as necessary to comply with current standards and specifications, including but not limited to, providing traffic control at driveways and side streets, and missing crosswalks.

The FIRM shall evaluate the existing signage to determine the need for additional signs, correcting redundant or conflicting signage, and the replacement of damaged signs.

Minimum ten (10) foot travel lanes shall be maintained for Segment One. The lane widths within Segment Two of the PROJECT should be restriped to provide designated 5-ft. bicycle lanes while maintaining 11 ft. outside travel lanes to accommodate transit/freight vehicles. Patterned pavement markings at the Busch Boulevard intersection will be restored with considerations for thermoplastic special emphasis crosswalk markings. Coordination with FDOT will be required for areas within FDOT right-of-way.

2.5 Conceptual Landscape (Activities 25 & 26)

The FIRM shall prepare an overall conceptual landscape/streetscape plan including preliminary hardscape, irrigation and planting strategies in accordance with CITY standards and ordinances to avoid conflicts with existing stormwater, utility, and roadway features. Coordination with the CITY and existing and/or proposed underground utilities includes, but is not limited to, those UAOs identified in Section 2.3.

2.6 Survey (Activity 27)

Design Survey: The FIRM shall establish a recoverable baseline and establish permanent horizontal and vertical project control; locate marked utilities and location of painted pavement markings; provide Digital Terrain Model (DTM) survey through the PROJECT limits; provide cross sections every 50-ft. to verify the accuracy of the DTM; prepare, sign and seal surveys. Survey limits shall be from the intersection of E Yukon Street to North of Fowler Avenue.

The FIRM shall provide a storm and sanitary sewer survey including pipe sizes and type, and rim and invert elevations of the existing network system(s) within the PROJECT limits. Water valves shall include a top of nut elevation.

Apparent Right-of-Way (R/W) shall be shown on conceptual plans. The FIRM shall depict existing R/W lines per CITY R/W Maps, platted or dedicated R/W. The FIRM shall perform R/W Mapping as described in Activity 27.

Subsurface Utility Excavation (SUE) is not part of this PROJECT.

2.7 Geotechnical (Activity 35)

The FIRM shall be responsible for necessary geotechnical activities associated with this PROJECT, including Geotechnical data and recommendations necessary.

2.8 PROJECT Schedule

The anticipated PROJECT schedule below indicates required milestones and submittals. *Each activity reflects the proposed number of days to complete the required milestone and the total number of days from Notice to Proceed (NTP) to complete all work.*

For the purpose of scheduling, the FIRM shall allow *15 calendar days for review time of the PER and Conceptual Plans submittal review by the CITY. The FIRM will prepare revisions to the Preliminary Engineering Report following comments received by the CITY.*

The anticipated PROJECT schedule is as follows:

Project Milestone Schedule		
Milestone	Number of Days to Complete	Total Number of Days from NTP
Notice to Proceed (NTP)	0	0
Geotechnical Data	30	30
Survey	60	60
Preliminary Engineering Report (Draft)	60	90
Draft Conceptual Plans	60	90
CITY Review and Comments	15	105
Utilities Review of Concept Plans	45	105
Preliminary Engineering Report (Final)	30	135
Final Conceptual Plans	30	135

The task is to have a total duration time of *135 days to complete from NTP.*

2.9 Submittals

The FIRM shall furnish Engineering Studies and/or Reports, Conceptual Plans, and other design documentation, pertinent to the PROJECT, in both AutoCAD native and Adobe .pdf format as required by the CITY. The FIRM shall distribute submittals electronically as directed by the CITY.

The FIRM shall deliver conceptual plans and documents in AutoCAD and/or AutoCAD Civil 3D formats compatible to the version currently used by the CITY. Conversions from other AutoCAD software will not be acceptable. The reports and

conceptual contract plans and documents shall be provided to be printed on 11" x 17" sized paper at the appropriated scale and delivered to the CITY on acceptable electronic media, as determined by the CITY.

2.10 Provisions for Work

Design criteria will be primarily governed by the FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways ("Florida Greenbook"), latest edition.

All work shall be prepared with English units in accordance with the latest editions of standards and requirements utilized by the CITY which include, but are not limited to ADA, AASHTO, FDOT, and FHWA publications as well as Applicable Rules, Guidelines Codes and authorities of other Municipal, County, State and Federal Agencies, i.e. applicable Florida Statutes and Administrative Codes, Florida Statutes, and special instructions from the CITY.

2.11 Request for Additional Information (from the CITY):

The FIRM may request, in writing, additional information available to the CITY including, but not limited to:

- Existing right of way maps or maintained right-of-way for existing portions of 30th Street.
- Ownership and Encumbrance Reports along the corridor.
- Information pertaining to roadway designs performed for other planned improvements along 30th Street.
- As-Built plans for existing development roads adjacent to the PROJECT.
- Plans, documentation, right-of-way records, calculations and/or permitting information associated with the PROJECT.
- Allowance amount for additional services.
- Preliminary Horizontal Network Control.
- CITY agreements with UAOs, i.e. preliminary engineering agreements, construction agreements, approved utility relocations.
- As-Built plans for existing CITY water and wastewater facilities on the PROJECT.
- Title searches.
- Traffic/planning data, i.e. Projected Design Year, w/ K, D, and T factors.
- Traffic counts from CITY camera data.
- CITY Geographic Information System (GIS) Maps.
- Video pipe inspection data for the existing closed drainage system(s) within the PROJECT limits.
- Letters of authorization designating the FIRM as an agent of the CITY in accordance with F.S. 337.274.

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 to be included in the PROJECT scope in each applicable activity when the described work is to be performed by the FIRM.

Cost Estimates: The FIRM is responsible for producing a preliminary construction cost estimate for the conceptual design, including all components of the PROJECT, calculated using historical costs from FDOT Area Averages and Statewide Averages.

Field Reviews: The FIRM shall perform onsite field reviews as required by the various disciplines involved to obtain necessary data for elements of the PROJECT.

Technical Meetings: The FIRM shall attend technical meetings necessary to execute the Scope of Services of this contract. The FIRM shall prepare, and submit to the CITY for review, the meeting minutes for meetings attended by them within five (5) working days of attending the meeting.

The FIRM shall attend meetings with the CITY, regulatory agencies, local governments, and other key stakeholders as needed for the completion of the PROJECT. Pre-application meetings will be held with regulatory agencies such as FDOT, SWFWMD, and EPCHC.

Quality Assurance (QA)/Quality Control (QC): The FIRM, including its subconsultant(s), is held responsible for their work, including plans review. Subconsultant document submittals shall be submitted by the subconsultant directly to the FIRM for their independent Quality Assurance/Quality Control review and subsequent submittal to the CITY.

It is the FIRM'S responsibility to independently and continually QC its plans and other deliverables. The FIRM shall be responsible for the professional quality, technical accuracy and coordination of any work furnished by the FIRM and their subconsultant(s) under this contract.

The FIRM shall, without additional compensation, correct errors or deficiencies.

Supervision: The FIRM shall monitor technical design activities for all engineering disciplines involved on the PROJECT.

Coordination: The FIRM shall coordinate with disciplines of the PROJECT to produce a set of conceptual design documents.

PROJECT General Tasks

PROJECT General Tasks, described in Sections 3.1 through 3.6 below, represent the

FIRM's work efforts that are applicable to the PROJECT as a whole.

3.1 Public Involvement

Public involvement includes communicating to interested persons, groups, and government organizations information regarding the development of the PROJECT. The FIRM shall provide to the CITY drafts of Public Involvement documents associated with the following tasks for review and approval **at least 30 business days prior to printing and/or distribution. *The CITY will mail meeting notices two (2) weeks prior to meeting date.***

3.1.2 Notifications

In addition to public involvement data collection, the FIRM shall assist the CITY or prepare notifications, flyers, and/or letters to elected officials and other public officials, private property owners, and tenants as identified by the CITY.

3.1.8 PowerPoint Presentations

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

3.1.9 Public Meeting Preparations

The FIRM shall assist the CITY with the preparation of the necessary materials for use in public meetings at the public meeting site arranged by the CITY.

3.1.10 Public Meeting Attendance and Follow-up

The FIRM shall attend public meeting(s) and may conduct the presentation at the Public Meeting, at the CITY's option. At minimum, the FIRM shall assist with meeting setup and take down. The FIRM shall attend the meetings with an appropriate number of personnel to assist the CITY.

It is estimated that there will be **one (1) Public meeting** during the design.

The FIRM shall also prepare a Post-Public Meeting Report, including a summary of the public's comments and the appropriate response to those comments (similar comments can be grouped together). This report can take the form of a PowerPoint that will be published on the CITY projects' webpage.

3.1.11 Other Agency Meetings

In addition to scheduled public meetings, the FIRM shall participate in meetings with local governing authorities, business owners (PepsiCo, Yuengling Brewing Company, Busch Gardens, etc.), CITY's Neighborhood Enhancement Department, and/or Bike/Ped Groups requested by the CITY. The FIRM's participation may include, but not be limited to, presentations during the meeting and summarizing the meeting minutes. It is estimated that there will be **six (6) meetings**.

3.6 FIRM Project Manager Meetings

Includes the FIRM's Project Manager's time for travel and attendance at Activity Technical Meetings and other meetings listed in the meeting summary for Task 3.6 on tab 3 PROJECT General Task of the staff hour forms. Staff hours for other personnel attending Activity Technical Meetings are included in the meeting task for that specific Activity.

3.11 Railroad, Transit and/or Airport Coordination

The FIRM shall coordinate with HART and other applicable transit agencies providing bus service on this route.

The FIRM shall coordinate with CSX and confirm proper procedures are followed for interaction with the existing railroad crossing within the PROJECT limits, i.e. pedestrian gates and crossing surfaces.

4 ROADWAY ANALYSIS (CONCEPTUAL)

The FIRM shall analyze and document Roadway Tasks in accordance with applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

4.3 Pavement Design Recommendation Memorandum

The FIRM shall provide a Typical Section Package containing each roadway alternative typical section.

4.5 Horizontal/Vertical Master Design Files

The FIRM shall design the geometrics using the FDOT Florida Greenbook (latest edition) that are most appropriate 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, Safe Mobility For Life Program, access management, CITY of Tampa's Walk-Bike Plan and Vision Zero Policy, and scope of work. The FIRM shall also develop utility conflict information for use in the FIRM's utility coordination.

4.7 Roundabout Evaluation

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

The FIRM shall perform a preliminary Geometric and Operation Analysis to establish the conceptual roundabout alignment, geometry and lane requirements. An assessment of potential site impacts such as utility adjustments or relocations, right

of way takes, environmental mitigation, and access management shall be included in the report.

4.13 Tree Tables for Removal and/or Retained

To be performed with Activity 25 for Landscape Analysis. The FIRM shall coordinate and conduct a project walk-thru with the CITY Natural Resources Division.

4.14 Design Variations and Exceptions

The FIRM shall establish applicable roadway design controls and criteria for each Segment to determine any applicable Design Variations and/or Design Exceptions.

4.15 Design Report

The FIRM shall prepare applicable report(s) as listed below:

- Preliminary Engineering Report, which includes:
 - PROJECT Summary – PROJECT description, purpose & need, alternatives analyses summary, description of preferred alternative(s), and list of technical documents in support of alternatives.
 - Existing Conditions – various features of PROJECT, i.e. roadway, R/W, adjacent land use, design/posted speeds, pedestrian accommodations, bicycle facilities, traffic volumes, railroad crossings, crash data and safety analysis, drainage, utilities, signs, and structures.
 - Alternatives Analyses – minimum of two (2) alternatives, including no-build/no-action alternative and preferred alternative(s) selection.
 - Design Features of the Preferred Alternative – typical sections, horizontal and vertical geometry, bicycle/pedestrian accommodations, utility and R/W impacts, drainage and/or stormwater management facilities, and preliminary cost estimates.
- Final Engineering Report, which includes:
 - All abovementioned sections as described in PER with final recommendations and cost estimate(s) based on CITY review comments.

The final submittal of the Preliminary Engineering Report shall be delivered as a signed and sealed .pdf file.

4.16 Quantities

The FIRM shall develop estimated quantities and supporting documentation for each cost estimate associated with the conceptual design(s).

4.17 Cost Estimate

Includes all disciplines associated with conceptual design(s).

5 ROADWAY PLANS (CONCEPTUAL)

The FIRM shall prepare Conceptual Plans, as necessary. The plans shall include, as a minimum, the following sheets necessary to convey the intent and scope of this PROJECT.

5.3 Typical Section Sheets

Each Typical Section shall reflect the proposed conceptual roadway, including the types and thicknesses of the base and subsurface materials, the asphalt pavement within the travel ways and shoulders, crown of roadway, sidewalk and/or trail, cut and fill slopes, ditch slopes, and all horizontal widths of components such as pavement surfaces, shoulders, ditches, sidewalk, trail, and right-of-way.

5.9 Plan Sheet

Plan sheets shall include setup and adequate labeling details for conceptual design of roadway and drainage features. (Scale: 1" = 40')

6 DRAINAGE ANALYSIS (CONCEPTUAL)

The FIRM shall analyze and document Drainage Tasks in accordance with applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

The FIRM shall be responsible for a conceptual drainage design to comply with the requirements of the CITY Stormwater Standards and Details and appropriate regulatory agencies. The work will include the engineering analyses for the following:

6.1 Drainage Map Hydrology

The FIRM shall prepare preliminary drainage maps for Segments One and Two.

6.9 Design of Storm Drains

The FIRM shall review the existing pipe video to modify/replace drainage structures as necessary to accomplish the PROJECT requirements.

6.13 Preliminary Drainage Design Documentation Report

7 UTILITIES (PRELIMINARY COORDINATION)

The FIRM shall identify utility facilities from the Utility Agency Owners (UAO) as described in Section 2.3.

7.2 Identify Existing Utility Agency Owner(s)

The FIRM shall perform identification of UAOs.

7.3 Make Utility Contacts

The FIRM shall send letters and plans to each utility office. Includes contact by phone for meeting coordination. Request type, size, location, and easements. Request the voltage level for power lines in the project area.

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

The FIRM shall review utility marked plans and data individually as they are received for content. Verify information from the UAO (utility type, material and size) is sent to the designer for inclusion in the plans. Forward requests for utility reimbursement and supporting documentation to the CITY.

19 SIGNING AND PAVEMENT MARKING ANALYSIS

The FIRM shall conduct a high concept level analysis of Signing and Pavement Markings Tasks in accordance with applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

19.3 Reference and Master Design File

The FIRM shall prepare a conceptual Signing & Marking Design file to include necessary design elements and associated reference files to be shown on Roadway Plan Sheets.

19.10 Other Signing and Pavement Marking

The FIRM shall conduct an access management review along Segment Two to provide recommendations for safety improvements based on past crash history.

21 SIGNALIZATION ANALYSIS (SAFETY AND TRAFFIC)

The FIRM shall analyze and document Signalization Analysis Tasks in accordance with applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

21.1 Traffic Data Collection

The FIRM shall perform effort required for traffic data collection, including the following activities:

21.1a Turning Movement/Pedestrian Counts

The FIRM shall collect 4 hours of Turning Movement / Pedestrian Counts

at the locations listed below. The 4 hours of counts shall include 2 hours in the AM to capture the AM Peak Hour and 2 hours in the PM to capture the PM Peak Hour. Counts shall be collected on a Tuesday, Wednesday or Thursday. Counts shall be collected at the following locations:

1	Yukon Street	6	University Center Drive
2	Busch Boulevard	7	109th Avenue (including Yuengling)
3	E. Anne Street	8	113th Avenue
4	Family Dollar driveway	9	Wawa gas station driveway
5	Bougainvillea Avenue	10	Fowler Avenue

The FIRM shall conduct a Turn Lane Analysis using Synchro software for the 30th St. turn lanes at the following signalized intersections:

- Fowler Avenue (NB only), Bougainvillea Avenue, E. Anne Street, Busch Boulevard, and Yukon Street

21.1b Speed Data

The FIRM shall conduct a Spot Speed Study as set forth in the Manual on Uniform Traffic Studies (MUTS). The study shall include a minimum sample of 100 vehicles for each direction of travel. The Spot Speed Study shall be conducted on 30th Street at 109th Avenue.

21.1c Crash Data Compilation

Crash data shall be collected using Signal 4 Analytics for the period from 2012 to 2018 (7 years) and compiled on a per year basis. The data will be further parsed by signalized intersection (spot) and segments in between (segment).

21.2 Traffic Data Analysis

The FIRM shall perform effort required for traffic analysis as described in this scope, including the following activities:

21.2a Qualitative Assessment

A qualified Professional Engineer shall conduct a Qualitative Assessment of corridor’s One and Two. The Qualitative Assessment will focus on safe pedestrian crossing strategies and locations along Segment Two. The findings of the Qualitative Assessment will be summarized in the Traffic Analysis Report.

21.2b Crash Summary Table

21.2c Collision Diagrams

21.2d Crash Analysis

The FIRM shall collect crash data using Signal 4 Analytics for the most recent 5 years for which Statewide Average Crash Rates have been developed. For the purposes of this analysis, the years of crash rate comparison will be 2012 to 2016. Evaluate the five years of crash data against the statewide average for the same period and facility type. In addition, evaluate crash data for 2017 and 2018. The FIRM shall tabulate the crash data in a Collision Summary and plot on a Collision Diagram. The base map for the Collision Diagram shall be developed from aerials of the corridor. In addition to the corridor crash analysis, the FIRM shall comment on the crash conditions for the median opening immediately north of the RXR crossing servicing the Wawa's gas station.

21.2e Speed Data Analysis

The FIRM shall conduct a Spot Speed Study as set forth in the Manual on Uniform Traffic Studies (MUTS). The FIRM shall provide recommendations and justification for potential speed reductions along Section Two.

21.2f Turning Movement Graphics

21.2g Turn Lane Lengths Matrix (FDOT & Synchro)

21.9 Traffic Analysis Report

The FIRM shall prepare a report summarizing the data collection, crash analysis, speed study, turn lane analysis, qualitative analysis, pedestrian crossing strategies and graphics, findings and recommendations. A draft report will be prepared and submitted for CITY review and approval. CITY comments shall be incorporated and a signed and sealed Final Report shall be submitted to the CITY.

25 LANDSCAPE ANALYSIS (CONCEPTUAL)

The FIRM shall complete conceptual Landscape Architecture Tasks in accordance with applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

25.1 Data Collection

Research required to collect data necessary to perform the initial design analysis. Includes identifying local ordinances and collection of other PROJECT data.

25.2 Site Inventory and Analysis for Proposed Landscape

Includes identification of opportunities and constraints for the proposed landscape project based on existing site conditions and visual tree inspection. Identify available

planting areas for nursery landscape material. Summary of analysis, if required, is included in conceptual design.

25.3 Planting Design

Conceptual Design: Includes delineation of proposed planting types, scheme development and preliminary costs and reports.

25.4 Irrigation Design

Feasibility Report: The FIRM shall coordinate with the CITY Parks & Recreation Department early to include analysis of methods, materials and operation costs associated with proposed irrigation system design.

25.5 Hardscape Design

Conceptual Design: The FIRM shall develop hardscape scheme(s) including sketches, cut sheets, and image boards as necessary to convey design intent.

25.10 Outdoor Advertising

Analysis: The FIRM shall identify existing outdoor advertising and view zones that impact the proposed improvements.

26 LANDSCAPE PLANS (CONCEPTUAL)

The FIRM shall prepare a set of conceptual Landscape Plans, which includes the following.

26.5 Planting Plans

Develop preliminary planting plans as necessary to convey design intent and identify potential conflicts.

26.11 Hardscape Plans

Concepts will be developed and communicated through Section 25.5. Hardscape elements will be included on Roadway Plans (Section 5.9) as necessary to convey design intent and identify potential conflicts.

27 SURVEY & RIGHT-OF-WAY MAPPING

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 conversation. The survey information shall be provided on 11" x 17" sized paper at an appropriate scale, in addition to in AutoCAD and/or AutoCAD 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 appropriate type. Hand drawings may be acceptable to the CITY in certain situations, which will either be specified in the 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. Like work (such as bench lines, reference points, etc.) shall 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 scanner(s), 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.

Right-of-way mapping shall be performed for the PROJECT limits by the FIRM in accordance with CITY Standards. The following tasks are included:

- R/W mapping along Segment One and Segment Two. Elements of R/W Mapping may include, but are not limited to, determination and/or verification of deeded, maintained and dedicated rights of way and/or easements previously acquired or used for appurtenant roadway facilities (mainline corridor and/or side streets), R/W maps, legal descriptions, and parcel sketches.

35 GEOTECHNICAL

The FIRM shall be responsible for a geotechnical investigation. Work performed by the FIRM shall be in accordance with CITY standards.

Before beginning investigation and after the Notice to Proceed is given, the FIRM shall submit an investigation plan for approval and meet with the CITY to review the PROJECT scope and requirements. The investigation plan shall include, but not be limited to, the proposed boring locations and depths, and existing geotechnical information from available sources to generally describe the surface and subsurface conditions of the PROJECT site.

35.1 Document Collection and Review

FIRM will review 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 shall review United States Geological Survey (U.S.G.S.), Soil Conservation Service (S.C.S.) and potentiometric maps, and identify areas with problematic soil and groundwater conditions.

The FIRM shall be responsible for coordination of geotechnical related fieldwork activities. The FIRM shall retain samples until acceptance of Final plans.

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.

35.2 Develop Detailed Boring Location Plan

The FIRM shall obtain pavement cores as detailed on a boring location plan. If the drilling program expects to encounter artesian conditions, the FIRM shall submit a methodology(s) for plugging the borehole to the CITY for approval prior to commencing with the boring program.

Twenty-five (25) pavement cores are anticipated with base depth and subgrade check.

35.3 Stake Borings/Utility Clearance

Stake borings and obtain utility clearance.

35.5 Coordinate and Develop TTCP for Field Investigation

Coordinate and develop Temporary Traffic Control Plan (TTCP). All work zone traffic control will be performed in accordance with the FDOT's Standard Plans Index 102 series.

35.6 Drilling Access Permits

Obtain all required permits for performing geotechnical borings, as needed.

35.9 LBR / Resilient Modulus Sampling

Collect appropriate samples for Limerock Bearing Ratio (LBR) testing.

Four (4) LBR samples to be taken for multi-use trail.

35.10 Coordination of Field Work

35.11 Soil and Rock Classification - Roadway

Refine soil profiles recorded in the field, based on results of laboratory testing.

35.13 Laboratory Data

Tabulate laboratory test results for inclusion in the geotechnical report, the report of tests sheet (Roadway Soil Survey Sheet), and for necessary calculations and analyses.

35.14 Seasonal High Water Table

Review the encountered ground water levels and estimate seasonal high ground water levels. Estimate seasonal low ground water levels within the existing roadside ditches along the west side of Segment Two and at the Roundabout evaluation locations.

A total of 20 augers are anticipated for the PROJECT, 16 augers within the existing roadside ditches adjacent to the west side of Segment Two (2 augers per ditch taken at each end of the ditch) and four (4) additional augers taken at the intersections of Yukon Street and Bougainvillea Avenue (2 per intersection taken on each side of the mainline).

35.21 Geotechnical Recommendations

Provide geotechnical recommendations regarding the proposed roadway construction PROJECT including the following: description of the site/alignment, design recommendations and discussion of special considerations (i.e. removal of unsuitable material, consolidation of weak soils, estimated settlement time/amount, groundwater control, high groundwater conditions relative to pavement base, etc.) Evaluate and recommend types of geosynthetics and properties for various applications, as required.

35.22 Pavement Condition Survey and Pavement Evaluation Report

The FIRM shall submit the pavement evaluation report in accordance with Section 3.2 of the FDOT Materials Manual: Flexible Pavement Coring & Evaluation.

35.23 Preliminary Roadway Report

Submit a preliminary roadway report with the conceptual plans submittal. The purpose of the preliminary roadway report will be to assist in setting road grades and locating potential problems.

- 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 FDOT Standard Plans Indices 120-001 & 120-002.
- An appendix that contains stratified soil boring profiles, laboratory test data

sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs (*minimum 4 LBR*), and other pertinent calculations.

- The FIRM will respond in writing to changes and/or comments from the CITY and submit responses and revised reports.

35.25 Auger Boring Drafting

Draft auger borings as directed by the CITY.

37 PROJECT REQUIREMENTS

37.1 Monthly Progress Reporting

The FIRM shall provide a written monthly progress report. Invoices shall be submitted after the CITY approves the monthly progress report.

38 INVOICING LIMITS

Payment for the work accomplished shall be in accordance with Method of Compensation of this contract. Invoices shall be submitted to the CITY, in a format prescribed by the CITY. The CITY and the FIRM shall 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 shall utilize a Lump Sum method for payment. The FIRM shall provide a list of key events and the associated total percentage of work considered to be complete at each event. This list shall be used to assist with invoicing. Payments will not be made that exceed the percentage of work for an event until those events have actually occurred and the results are acceptable to the CITY. For the above-described Scope of Services, the CITY shall compensate the FIRM in accordance with the attached, **Exhibit B, Compensation for Estimate of Work Effort and Cost.**

EXHIBIT B

Compensation for Estimate of Work Effort and Cost

Name of Project: 30th Street Complete Streets Sidewalk & Safety Improvement Project
 Consultant Name: Cardno, Inc.
 Name of Client: City of Tampa, Transportation & Stormwater Services Department
 City Contract No.: 19-D-00038
 Capital Improvement Project (CIP) No.: 1001530
 Date: 11/1/2019

TASK		PRIME	SUB-CONSULTANTS					QCA
		CARDNO	APPLIED SCIENCES	TMD	SUNCOAST	AREHNA	ADDAMS TRAFFIC	
Project General and Project Common Tasks	3	\$ 3,475.00						
Project General (Public Involvement)	3a							\$ 7,703.25
Roadway Analysis (Conceptual)	4	\$ 25,370.00						
Roadway Plans (Conceptual)	5	\$ 5,785.00						
Drainage Analysis (Conceptual)	6	\$ 12,780.00						
Drainage Modeling & Support (Conceptual)	6a		\$ 15,367.60					
Utilities (Preliminary Coordination)	7	\$ 10,700.00						
Signing & Pavement Marking Analysis	19	\$ 19,245.00						
Signalization Analysis (Safety/Traffic)	21	\$ 45,330.00						
Signalization Analysis (Traffic Counts/Data)	21a						\$ 5,600.53	
Landscape Analysis (Conceptual)	25			\$ 9,880.00				
Landscape Plans (Conceptual)	26			\$ 3,520.00				
Survey	27				\$ 75,155.00			
Geotechnical	35					\$ 8,970.94		
sub-total per firm (Lump Sum)		\$ 122,685.00	\$ 15,367.60	\$ 13,400.00	\$ 75,155.00	\$ 8,970.94	\$ 5,600.53	\$ 7,703.25

ENGINEERING SERVICES SUB-TOTAL \$ 248,882.32 Lump sum

TASK		PRIME	SUB-CONSULTANTS					QCA
		CARDNO	APPLIED SCIENCES	TMD	SUNCOAST	AREHNA	ADDAMS TRAFFIC	
Maintenance of Traffic (Geotechnical)	35					\$ 5,400.00		
Field and Lab Testing (Geotechnical)	35					\$ 8,831.50		
Right-of-Way Mapping	27				\$ 35,600.00			
sub-total per firm (NTE)		\$ -	\$ -	\$ -	\$ 35,600.00	\$ 14,231.50	\$ -	\$ -

ENGINEERING SERVICES ALLOWANCE SUB-TOTAL \$ 49,831.50 NTE

CONTINGENCY \$ 25,000.00 NTE

GRAND TOTAL \$ 323,713.82 LUMP SUM + NTE

The Consultant shall perform the work detailed in Exhibit A as a Lump Sum with an Allowance for Additional Services Basis with a total compensation not to exceed \$323,713.82 the actual total amount of which shall be equal to the lump sum of \$248,882.32 plus those amounts, of any, not to exceed \$49,831.50 properly charged against the Allowances listed including \$25,000 contingency as shown in this Exhibit B. Invoicing shall be done on a monthly basis.

CITY OF TAMPA INSURANCE REQUIREMENTS

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

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

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

The following coverages are required:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



EXHIBIT D

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

Contract No.: 19-D-00038 Contract Name: 30th Street Complete Streets Sidewalk and Safety Improvements Project
Contractor Name: Cardno, Inc. Address: 380 Park Place Blvd, Suite 300, Clearwater, FL 33759
Federal ID: 45-2663666 Phone: 727-531-3505 Fax: 727-539-1294 Email: doug.stoker@cardno.com

No Firms were contacted/solicited for this contract.

No Firms were contacted because:

See attached documents with supplemental information.

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

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

Table with 6 columns: Federal ID, Company Name, Address, Phone & Fax, Type of Ownership, Trade or Services, NIGP Code, Contact Method, Quote or Resp. Rec'd Y/N. Rows include Adams Traffic, Inc., Applied Sciences Consulting, Inc., AREHNA Engineering, Inc., Quest Corporation of America, Inc., Suncoast Land Surveying, Inc., and Tony Monk Design.

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

Signed: [Signature] Name/Title: Douglas E. Stoker / Assistant VP Date: 11/01/2019
MBD 10 rev: 02/01/13 Note: Detailed Instructions for completing this form are on the next page



EXHIBIT D

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

Contract No.: 19-D-00038 Contract Name: 30th Street Complete Streets Sidewalk and Safety Improvements Project
Contractor Name: Cardno, Inc. Address: 380 Park Place Blvd, Suite 300, Clearwater, FL 33759
Federal ID: 45-2663666 Phone: 727-531-3505 Fax: 727-539-1294 Email: doug.stoker@cardno.com

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

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

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

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

Table with 6 columns: S/W, Company Name, Address, Phone & Fax, Type of Ownership, Trade Services or Materials, NIGP Code, Amount of Quote, Letter of Intent, Percent of Scope/Contract %

Total Subcontract/Supplier Utilization \$ 176,029
Total SLBE Utilization \$ 28,768
Total WMBE Utilization \$ 147,261
Percent SLBE Utilization of Total Bid/Proposal Amt. 9.0 % Percent WMBE Utilization of Total Bid/Proposal Amt. 50.0 %

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

Signed: [Signature] Name/Title: Douglas E. Stoker / Assistant VP Date: 11/01/2019

MBD 20 rev. 02/01/13 Note: Detailed Instructions for completing this form are on the next page.