



**The Tampa City Council
Tampa City Council Chambers
City Hall
315 E. Kennedy Blvd, Third Floor
Tampa, Florida 33602**

REGULAR ACTION SUMMARY

DATE: 04/02/2020

TIME: 9:00 A.M.

ATTENTION: THIS DOCUMENT IS FOR INFORMATIONAL PURPOSES AND FOR NOTIFICATION ON MATTERS PERTAINING TO CITY DEPARTMENTS. THE OFFICIAL ACTIONS OF THE CITY COUNCIL ARE RECORDED IN THE PROCEEDINGS OF THE CITY COUNCIL MINUTE BOOKS.

For further information, please contact the Office of the City Clerk, Old City Hall, 315 E. Kennedy Blvd., Third Floor, Tampa, Florida 33602 – Telephone No. (813) 274-8397 – Fax No. (813) 274-8306 – E-Mail Address: ctyclerk@tampagov.net

COMMITTEE REPORTS\CONSENT AGENDA CONTINUED (ITEMS 4 THROUGH 25):

24. **File No. X2020-988**
Resolution approving the renewal of an award between the City of Tampa and Williams Landscape Management Co., Inc. for the provision of Retention Pond Mowing and Maintenance (Re-Bid) in the estimated amount of \$236,700.36 for use by the Transportation and Stormwater Services Department; providing an effective date.
25. **File No. Y2020-6**
Resolution approving an Agreement for professional services in the amount of \$2,000,000 between the City of Tampa and Kittelson & Associates, Inc., in connection with **contract 20-D-00011; Citywide Mobility Plan**; authorizing the Mayor of the City of Tampa to execute same; providing an effective date.

9:30 A.M. - PUBLIC HEARINGS – SECOND READING ON PROPOSED ORDINANCES – (ITEM 26)
– (Non Quasi-judicial proceedings)

ITEM 26 WAS DEFERRED SINCE THIS AGENDA ITEM WAS NOT EXECUTED BY MAYOR JANE CASTOR.

26. **File No. E2019-8 CH 15 - (UNAN; Viera absent)**
(Ordinance being presented for second reading and adoption) - An ordinance of the City of Tampa, Florida, relating to parking of boats and non-motor vehicles and vehicles over eighty (80) inches; making revisions to City of Tampa Code of Ordinances Chapter 15 (Parking); amending Section 15-3, definitions; amending Section 15-47, parting trucks over eighty inches wide on certain streets prohibited; amending Section 15-86, non-motive vehicle parking prohibited; amending Section 15-125, additional penalties and enforcement to include immobilization, impoundment, and use of a collection agency; repealing all ordinances or parts of ordinances in conflict therewith; providing for severability; providing an effective date. - **(Original motion to approve said ordinance on first reading had been initiated by Carlson-Miranda on February 6, 2020.) - (Original motion initiated by Dingfelder-Gudes on March 5, 2020 including that the Legal Department was requested to revisit the existing ordinance as well regarding the 80 inches measurement.)**

Memorandum dated March 27, 2020 from Chief Assistant City Attorney Cate Wells, Legal Department, requesting said ordinance be substituted for the draft submitted on March 26, 2020 to revise the 2nd Whereas Clause to clarify the scope of the proposed revisions and does not substantially amend such revisions. - (To be R/F) - (Title of the substitute ordinance listed below.)

(Substitute ordinance being presented for second reading and adoption) - An ordinance of the City of Tampa, Florida, relating to parking of boats and non-motor vehicles and vehicles over eighty (80) inches; making revisions to City of Tampa Code of Ordinances Chapter 15 (Parking); amending Section 15-3, definitions; amending Section 15-47, parting trucks over eighty inches wide on certain streets prohibited; amending Section 15-86, non-motive vehicle parking prohibited; amending Section 15-125, additional penalties and enforcement to include immobilization, impoundment, and use of a collection agency; repealing all ordinances or parts of ordinances in conflict therewith; providing for severability; providing an effective date.

Memorandum dated March 26, 2020 from Senior Assistant City Attorney Cate Wells, Legal Department, providing a report regarding said agenda item and also providing a revised draft ordinance amending Section 15-47 to prohibit the parking of motor vehicles 86 inches or more in overall width (not including mirrors). - (To be R/F)

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT (“Agreement”) made and entered into at Tampa, Florida, as of the 2nd day of April, 2020, which is the date Resolution No. [*] was adopted authorizing execution of this Agreement, by and between the CITY OF TAMPA, a municipal corporation of the State of Florida, (“CITY”), the address of which is 315 East Kennedy Boulevard, Tampa, Florida 33602, and Kittelson & Associates, Inc., an Oregon corporation authorized to do business in the State of Florida, (“FIRM”), the address of which is 400 North Tampa Street, Suite 1460, Tampa, FL 33602

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 20-D-00011; Citywide Mobility Plan (“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 the care and skill used by members of FIRM’S profession practicing under similar circumstances at the same time and in the same locality.

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 a lump sum (by task) of \$2,000,000 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.

XXXII. FIRM EMPLOYEES

PURSUANT TO §558.0035, FLORIDA STATUTES, CONSULTANT'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

[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 FIRM has hereunto set its hand and Seal in TRIPLICATE, the day and year first written above.

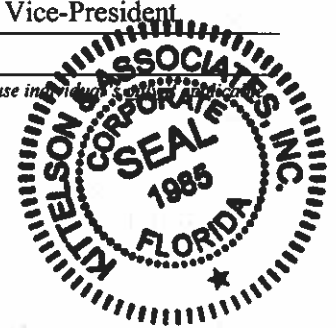
FIRM:
Kittelson & Associates, Inc.

By: Karl Passetti
Print Name: Karl Passetti, P.E., PMP

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

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

[SEAL]



ATTEST:

CITY:
City of Tampa, Florida

By: Shirley Jay-Koendes
City Clerk/Deputy City Clerk
[SEAL]

By: Jane Castor
Jane Castor, Mayor

APPROVED AS TO FORM:

e/s
Justin R. Vaske, Assistant City Attorney

*This agreement was executed by the Mayor of the City of Tampa pursuant to the powers and authority contained within Executive Order 2020-01, as it may be amended, revised, restated and/or extended, without approval by Resolution of City Council.

CITYWIDE MOBILITY PLAN

RFQ 20-D-00011

EXHIBIT A

SCOPE OF SERVICES

I. BACKGROUND

The City of Tampa (City) requires the services of Kittelson & Associates, Inc. (Firm) to provide professional engineering, planning, landscape architecture, urban design, and economic development services for the Citywide Mobility Plan and related services. All work shall be performed in accordance with City Standards and Procedures.

II. SERVICES

This project will be managed through a series of subsequently issued task orders (“Task Order”). The Firm will perform a variety of services that may include the following:

A. PUBLIC OUTREACH

Community outreach and civic engagement with residents, neighborhood associations, advocacy groups, business and property owners, and Community Redevelopment Area representatives including but not limited to: facilitation of visioning workshops, informational meetings, charrettes, and use of remote or technology-enabled engagement such as web and social media.

B. PROJECT COORDINATION

1. City interdepartmental coordination.
2. Coordination with other agencies such as, but not limited to: the Florida Department of Transportation, District 7 (FDOT), the Hillsborough Area Regional Transit Authority (HART), relevant Hillsborough County (HC) Departments, the Hillsborough Metropolitan Planning Organization (HMPO), Hillsborough County Public Schools, the Tampa Hillsborough Expressway Authority (THEA), and the Tampa Bay Area Regional Transit Authority (TBARTA).

C. MOBILITY PLANNING

1. Evaluation of the City’s Comprehensive Plan and Land Development Code as it pertains to supporting and promoting mobility planning aspects in the Comprehensive Plan and in the Citywide Mobility Master Plan.

2. Evaluation of prior and ongoing studies including, but not limited to, the City's Strategic Parking Master Plan and relevant policies, Smart Cities Initiatives, micro-mobility planning efforts, transportation demand management (TDM) policies and strategies, pavement conditions assessment, the Americans with Disabilities Act (ADA) Transition Planning efforts, HART's Transit Development Plan, HC's planning efforts, and the HMPO Level of Stress and Safe Routes to School evaluations.
3. Development of a Citywide Mobility Master Plan including, but not limited to evaluation of existing and future conditions, generation of goals and principles, system-wide improvement options, updates to the street functional classifications and other mobility standards, updates to freight route maps, conceptual alternative urban design and planning solutions for pedestrian and bicycle network improvements (including trails and greenways), systemic safety projects, congestion relief, maintenance policies and improvements, street network and neighborhood vulnerability improvements, prioritization and strategies for implementation, and support of implementation efforts.
4. Development of a Vision Zero Action Plan including, but not limited to: evaluation of existing safety conditions, generating goals and guiding principles, branding and communication messaging, and strategies for prioritization of safety improvements, enforcement, design standards, and implementation.
5. Development of various visioning, planning, and conceptual design for network improvements and cross-sectional alternatives on multiple City street corridors and sub-area locations.

D. PROJECT DEVELOPMENT/ PRELIMINARY ENGINEERING

1. Evaluation of the City's capital projects and programs for immediate, short, mid, and long-term implementation as it supports the guiding principles in the Citywide Mobility Master Plan.
2. Planning-level cost estimating for task order projects and programs.
3. Identification of funding mechanisms for potential projects and programs.
4. Other project development and preliminary engineering services.

III. SCHEDULE:

The Firm should be prepared to commence work on each issued task order upon issuance of the authorization by the City. All services shall be completed as defined in the individual task work order, or as requested by the City Project Manager.

IV. COMPENSATION:

For performing the services identified within this Scope of Services, the City shall pay the Firm the upset limit amount of \$2,000,000 in accordance with Exhibit "B" of this contract. The required DMI forms will also be submitted with each invoice.

Prior to the commencement of work, the Firm and City Project Manager shall agree to a specific scope of work, project schedule, DMI and fee. No work shall be performed until a Task Order has been issued for the specific scope of services.

End of Scope of Services



**CITYWIDE MOBILITY PLAN
RFQ 20-D-00011
EXHIBIT B**

Classification	Hourly Billing Rate*
Chief Engineer 1	\$298.77
Chief Planner	\$266.54
Principal Engineer	\$258.89
Senior Engineer 1	\$235.05
Senior Planner	\$199.33
Engineer 2	\$201.99
Senior Landscape Architect	\$190.27
Project Planner	\$149.15
Planner	\$123.93
Engineer 1	\$162.84
Engineering Intern	\$108.39
Secretary/Clerical	\$98.67
GIS Specialist	\$162.45
Chief Designer	\$145.03
Graphic Designer	\$90.49
Transportation Data Analyst	\$152.24
Transportation Data Scientist	\$201.86

** FDOT classification rates are shown. These rates were developed using Kittelson's audited overhead rate of 211.28%, direct expense of 4.94%, FCCM .502%, and an operating margin of 25%. These classification rates will be invoice for the duration of the contract.*

Adams Traffic, Inc.

P.O. Box 997, Plant City, FL 33564

tel: 813-763-7763

2-17-2020

<u>Job Classification</u>	<u>Billing Rate</u>
Chief Engineer	\$230.22
Sr Engineering Technician	\$74.86

Overhead Rate: 167.68%

FCCM: 0.422%

Direct Expense Rate: 8.11%

Operating Margin: 36%



BLUE ZONES™

Dan Burden, Director of Innovation and Inspiration = \$161
Danielle Schaeffner, Director of Planning and Projects = \$69

2020 Standard Hourly Rate Schedule

Chief Designer	\$135.00
Chief Engineer 2	\$235.00
Chief Engineer 1	\$245.00
Engineer 1	\$135.00
Engineer 2	\$160.00
Engineering Intern	\$100.00
Engineering Technician	\$60.00
Senior Engineer 1	\$200.00
Senior Engineer 2	\$225.00
Principal Surveyor	\$190.00
Survey Analyst 2	\$85.00
Survey Analyst 3	\$110.00
Administrative	\$145.00
2-Person Survey Crew (Per Day)	\$1,485.00
3-Person Survey Crew (Per Day)	\$1,910.00
4-Person Survey Crew (Per Day)	\$2,350.00

Overhead	137.74
FCCM	.364
Operating Margin	47.50
Expense	6.21
Total Multiplier	291.41

February 28, 2020



FDOT Classifications	ESA Average Direct Salary Rates	FDOT Approved Overhead 194.12%	Operating Margin 33.5%	FCCM 0%	Expense Rate 10.14%	Total Average Salary
Chief Scientist	\$ 80.78	\$ 156.80	\$ 27.06	\$ -	\$ 8.19	\$ 272.83
Senior Engineer 2	\$ 71.17	\$ 138.15	\$ 23.84	\$ -	\$ 7.22	\$ 240.38
Chief Planner	\$ 71.17	\$ 138.15	\$ 23.84	\$ -	\$ 7.22	\$ 240.38
Senior Environmental Specialist A	\$ 56.02	\$ 108.74	\$ 18.77	\$ -	\$ 5.68	\$ 189.20
Senior Planner	\$ 47.10	\$ 91.42	\$ 15.78	\$ -	\$ 4.78	\$ 159.07
Senior Environmental Specialist B	\$ 37.45	\$ 72.69	\$ 12.54	\$ -	\$ 3.80	\$ 126.48
Environmental Specialist	\$ 28.67	\$ 55.65	\$ 9.60	\$ -	\$ 2.91	\$ 96.84
Planner	\$ 23.45	\$ 45.51	\$ 7.85	\$ -	\$ 2.38	\$ 79.19
GIS/Specialist/Graphic Designed	\$ 40.37	\$ 78.37	\$ 13.52	\$ -	\$ 4.09	\$ 136.36


All % Calculations are on Direct Salary Rate


Operating Margin	28.00%
CDAF	5.50%
Total Operating Marging	33.50%




2020 Standard Hourly Rate Schedule

Fabrication	\$125.00
Creative Direction and Design	\$150.00

(813) 431-7960 

girouxprojects@gmail.com 

<http://jaygiroux.com/> 

Kimley-Horn and Associates, Inc.

Rate Schedule for City of Tampa

Classification	<i>Billing Rate</i>
Senior Engineer 2	\$304.56
Senior Engineer 1	\$242.97
Engineer 2	\$191.16
Engineer 1	\$153.49
Engineering Intern	\$135.70
Design Intern	\$67.38
Chief Planner	\$278.62
Senior Planner	\$186.31
Project Planner	\$166.02
Planner	\$135.70
Senior Landscape Architect	\$241.36
Project Landscape Architect	\$165.22
Landscape Architect	\$141.36
Landscape Designer	\$115.42
Landscape Architect Intern	\$101.07
Secretary/Clerical	\$103.70

Overhead Rate: 193.59% / Operating Margin: 38.50% / FCCM: 0.679% / Expense: 4.13%

Florida Rate Schedule 2020



Turning Movement Counts	Per Location (2 Hour Count)	Additional Hour
Manual Video Count (1 Person)	\$175	\$70
High Volume Manual Video Count (2 Person)	\$320	\$120
Film Only (Up to 24 Hours)	\$115	
Tube/Machine Counts (all tube orders incur \$200 setup fee)		
	Per Location (24 Hour Count)	Additional Day
Volume Studies		
1-3 Lane Roadway	\$145	\$65
4+ Lane Roadway	\$170	\$75
Volume/Speed/Classification Studies		
1-3 Lane Roadway	\$150	\$75
4+ Lane Roadway	\$195	\$90
Side-Fire Radar Studies		
	Per Location (24 Hour Count)	Additional Day
Volume Studies	\$500	\$100
Volume/Speed/Lane Utilization Studies	\$600	\$100
Bluetooth Data Collection Studies		
	Per Location (Up to 1 Week)	
Travel Time or Origin Destination Studies	\$1,000	
Manual Survey Studies		
License Plate Studies or Travel Time Runs	Depends on Scope Specifics	
Hourly Fee		
	Per Hour	
Surveys, Travel, etc.	\$75	
Digital Copy of Video		
	Per Location	
	\$15	

Tampa | Orlando | Fort Lauderdale | Miami

Rates are valid for the above metropolitan areas. For counts outside these regions, items not covered above, or any other questions please contact your local office representative. (813) 374-0110 | www.QualityCounts.net



Strategic Economics, Inc. Billing Rates

Title/ Classification	Hourly Bill Rate
President	\$310
Principal	\$235
Senior Associates	\$200
Associate II	\$170
Associates	\$140
Research Analyst	\$115

Hourly Billing Rates

Rates Effective Starting: **February 1, 2020**

Personnel	Hourly Rate
Operations Management	
Operations Management	
Technical Director 1	\$230.00
Technical Director 2	\$240.00
Technical Director 3	\$265.00
Program Director	\$280.00
Principal in Charge	\$310.00
Project Management	
Project and Program Management	
Specialist	\$160.00
Project Manager 1	\$175.00
Project Manager 2	\$180.00
Senior Project Manager 1	\$193.00
Senior Project Manager 2	\$205.00
Program Manager	\$210.00
Engineering and Architectural Services	
Engineers	
Engineer 1	\$110.00
Engineer 2	\$125.00
Engineer 3	\$130.00
Project Engineer 1	\$135.00
Project Engineer 2	\$158.00
Sr Engineer 1	\$163.00
Sr Engineer 2	\$166.00
Sr Engineer 3	\$168.00
Principal Engineer	\$172.00
Architectural Services	
Architect	\$180.00
Designer	\$122.00
Interior Designer	\$155.00
Landscape Architect	\$145.00
Imaging (3D) Specialist	\$122.00
Space Planner	\$155.00
Scientific Services	
Scientists	
Scientist 1	\$110.00
Scientist 2	\$120.00
Scientist 3	\$125.00
Sr Scientist 1	\$135.00
Sr Scientist 2	\$155.00
Sr Scientist 3	\$170.00
Planning Services	
Planners	
Planner 1	\$105.00
Planner 2	\$110.00
Planner 3	\$115.00
Sr Planner 1	\$160.00
Sr Planner 2	\$170.00
Technical Services	
Technicians	
Technician 1	\$85.00
Technician 2	\$90.00

Hourly Billing Rates

Rates Effective Starting: **February 1, 2020**

Personnel	Hourly Rate
Project Support	
Computer Aided Design (CAD)	
CAD Designer	\$115.00
Sr CAD Designer 1	\$140.00
Sr CAD Designer 2	\$145.00
CAD Director	\$155.00
Business Support	
Project Administration	
Project Assistant 1	\$75.00
Project Assistant 2	\$90.00
Project Administrator	\$100.00
Sr Project Administrator	\$120.00
Finance / Accounting	
Project Analyst 1	\$98.00
Project Analyst 2	\$112.00
Sr Project Analyst	\$150.00
Technical Writers	
Technical Writer 1	\$95.00
Technical Writer 2	\$110.00
Sr Technical Writer	\$115.00
Graphics	
Graphics Specialist	\$98.00
Graphic Artist	\$103.00
Sr Graphic Artist	\$108.00
Consulting	
Consultant 1	\$100.00
Consultant 2	\$110.00
Sr Consultant 1	\$120.00
Sr Consultant 2	\$130.00

February 24, 2020

Category	Unloaded	Loaded
Chief Planner	\$ 71.36	\$ 221.73
Senior Planner	\$ 45.68	\$ 141.93
Project Planner	\$ 38.17	\$ 118.60
Planner	\$ 25.25	\$ 78.44
Senior Engineer	\$ 69.88	\$ 217.13
Engineer	\$ 41.24	\$ 128.14
Engineer Intern	\$ 32.44	\$ 100.80
Engineer Tech	\$ 17.50	\$ 54.37
Graphic Designer	\$ 28.28	\$ 87.87
Secretary/Clerical	\$ 21.97	\$ 68.26
OH	174.43%	
FCCM	0.354%	
OMDS	30.00%	
EXP	5.93%	
Multiplier	310.714%	

February 27, 2020

Classification	Direct Rate	Overhead Rate (163.31%)+(5.5% Escalation for 5YR contract)	FCCM (.138%)	Profit (10%)	Expenses (6.89%)	Fully Loaded Hourly Rate
Senior Landscape Architect	49.95	84.32	0.07	13.43	3.44	151.22
Engineering Lead II	79.33	133.92	0.11	21.34	5.47	240.16
Planning Lead I	69.66	117.59	0.10	18.73	4.80	210.88
Designer	30.90	52.16	0.04	8.31	2.13	93.54
Senior Planner	56.07	94.65	0.08	15.08	3.86	169.74
Engineering Lead I	74.04	124.99	0.10	19.91	5.10	224.14
NOTE:						
Staff may change classification and rate during the term of the contract						



Marketing | Communications | Consulting

18315 N US Highway 41
Lutz, Florida 33549
813.961.4700

ConsultVistra.com

February 21, 2020

Labor Category	Fully Burdened Hourly Rate
Senior Manager	196.44
Manager	138.04
Staff	103.00
Support	73.27



STANDARD BILLING RATES
FOR CONSULTING SERVICES

Principal/Director	\$260.00
Senior Project Manager/Senior Consultant	\$250.00
Senior Engineer/Senior Architect	\$210.00
Analyst/Planner/Specialist	\$175.00
Senior Technician	\$160.00
Administrative Assistant	\$100.00

Walker's audited overhead rate is 191.33%.

Walker's 2019 operating margin was 23.7%.

WIDEOPENOFFICE

WWW.WIDEOPENOFFICE.COM // +1 813-906-0554

2020 RATE TABLE

CLASSIFICATION	HOURLY RATE	OVERHEAD (@166.67%)	PROFIT (@20%)	BILLING RATE
LANDSCAPE ARCHITECT // PRINCIPAL	\$45.00	\$30.00	\$15.00	\$90.00/HR
URBAN DESIGNER // PRINCIPAL	\$45.00	\$30.00	\$15.00	\$90.00/HR
ASSOCIATE	\$30.00	\$20.00	\$10.00	\$60.00/HR
ADMINISTRATIVE SERVICES	\$25.00	\$16.67	\$8.33	\$50.00/HR

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)



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

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

Contract No.: 20-D-00011 Contract Name: Citywide Mobility Plan
Company Name: Kittelson & Associates, Inc. Address: 400 N. Tampa St, #1460, Tampa, FL 33602
Federal ID: 93-0964447 Phone: 813-556-6970 Fax: N/A Email: jweesner@kittelson.com

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

No Firms were contacted or solicited for this contract.

No Firms were contacted because: _____

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

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

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

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
34-1993664 S, W	Adams Traffic, Inc. PO Box 997, Plant City, FL 33564 813-763-7763, nadams@adamstraff.com	CF	925	E	Y
26-2728893 S, W	Analytic Engineering, Inc. 15627 N Himes Ave., Tampa, FL 33618 813-841-6548, astewart@analytic-engineering.com	BM	925	E, P	N
27-160337 O	Blue Zones, LLC 323 North Washington Ave, 2 nd Floor, Minneapolis, MN 55401 612-596-3600, dan.burden@bluezones.com	CM	906	E	Y
59-2294034 W	ChappellRoberts, Inc. 1600 E. 8th Ave. Suite A-133, Tampa, FL, 33605 813-281-0088, kberry@chappellroberts.com	CF	915	E, P	N
56-2565488 W	Element Engineering Group 1713 East 9 th Ave, Tampa, FL 33605 813-386-2101, dgil@elementeg.com	HM	925	E	Y
94-1698350 O	Environmental Science Associates 4200 West Cypress St, #450, Tampa, FL 33607 813-207-7200, jcaton@esassoc.com	CW	925	E	Y
56-0885615 O	Kimley-Horn 655 North Franklin St, #150, Tampa, FL 33602 813-620-1460, jared.schneider@kimley-horn.com	CM	925	E	Y

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

Signed:  Name/Title: John Paul Weesner/Director of Landscape Arch. Date: 3/5/2020

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



Additional Firm Information (FORM MBD-10)

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

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
Federal ID					
74-3073687 O	Quality Counts, LLC 8407 Laurel Fair Cir, #150, Tampa, FL 33610 813-446-7444, gdavis@qualitycounts.net	CM	925	E	Y
27-1639472 O	Strategic Economics, Inc. 2991 Shattuck Ave, #203, Berkeley, CA 94705 510-647-5291, ssrivastava@strategieconomics.com	CW	906	E	Y
95-4148514 O	Tetra Tech 5201 West Kennedy Blvd, #620, Tampa, FL 33609 813-775-9940, jason.hellendrung@tetrattech.com	CM	925	E	Y
59-2929811 O	Tindale Oliver 1000 North Ashley Dr, #400, Tampa, FL 33602 813-224-8862, dmiller@tindaleoliver.com	CM	925	E	Y
05-0545429 O	Toole Design 2624 Tuscarora Tr, Orlando, FL 32751 407-421-2432, aostrodka@tooledesign.com	CW	906	E	Y
14-1993874 W	Vistra Communications, LLC 18315 North US Highway 41, Lutz, FL 33549 813-961-4700, ed@consultvistra.com	BM	915	P	Y
38-1782774 O	Walker Consultants 4904 Eisenhower Blvd, Tampa, FL 33634 813-888-5800, tsobczak@walkerconsultants.com	CM	925	E	Y
82-5048328 O	Wide Open Office, LLC 2819 Palamore Dr, Tampa, FL 33618 813-324-2459, josh@wideopenoffice.com	CM	906	E	Y



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

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

Contract No.: 20-D-00011 Contract Name: Citywide Mobility Plan
Company Name: Kittelson & Associates, Inc. Address: 400 N. Tampa St, #1460, Tampa, FL 33602
Federal ID: 93-0964447 Phone: 813-556-6970 Fax: N/A Email: jweesner@kittelson.com

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

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

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

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

No Firms are listed to be utilized because: _____

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

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

Federal ID	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
34-1993664 S, W	Adams Traffic, Inc. PO Box 997, Plant City, FL 33564 813-763-7763, nadams@adamstraff.com	CF	925	TBD	2%
27-160337 O	Blue Zones, LLC 323 North Washington Ave, 2 nd Floor, Minneapolis, MN 55401 612-596-3600, dan.burden@bluezones.com	CM	906	TBD	3%
56-2565488 W	Element Engineering Group 1713 East 9 th Ave, Tampa, FL 33605 813-386-2101, dgil@elementeg.com	HM	925	TBD	10%
94-1698350 O	Environmental Science Associates 4200 West Cypress St, #450, Tampa, FL 33607 813-207-7200, jcaton@esassoc.com	CW	925	TBD	2%
56-0885615 O	Kimley-Horn 655 North Franklin St, #150, Tampa, FL 33602 813-620-1460, jared.schneider@kimley-horn.com	CM	925	TBD	3%
74-3073687 O	Quality Counts, LLC 8407 Laurel Fair Cir, #150, Tampa, FL 33610 813-446-7444, gdavis@qualitycounts.net	CM	925	TBD	2%
27-1639472 O	Strategic Economics, Inc. 2991 Shattuck Ave, #203, Berkeley, CA 94705 510-647-5291, ssvastava@strategieconomics.com	CW	906	TBD	3%

Total ALL Subcontract / Supplier Utilization \$ N/A

Total SLBE Utilization \$ N/A

Total WMBE Utilization \$ N/A

Percent SLBE Utilization of Total Bid/Proposal Amt. 2% Percent WMBE Utilization of Total Bid/Proposal Amt. 17%

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

Signed: [Signature] Name/Title: John Paul Weesner/Director of Landscape Arch. Date: 3/5/20

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



Additional Firm Information (FORM MBD-20)

S = SLBE W=WMBE O =Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
Federal ID					
95-4148514	Tetra Tech 5201 West Kennedy Blvd, #620, Tampa, FL 33609 813-775-9940, jason.hellendrung@tetrattech.com	CM	925	TBD	2%
O					
59-2929811	Tindale Oliver 1000 North Ashley Dr, #400, Tampa, FL 33602 813-224-8862, dmiller@tindaleoliver.com	CM	925	TBD	8%
O					
05-0545429	Toole Design 2624 Tuscarora Tr, Maitland, FL 32751 407-421-2432, aostrodka@tooledesign.com	CW	906	TBD	18%
O					
14-1993874	Vistra Communications, LLC 18315 North US Highway 41, Lutz, FL 33549 813-961-4700, ed@consultvistra.com	BM	912	TBD	5%
W					
38-1782774	Walker Consultants 4904 Eisenhower Blvd, Tampa, FL 33634 813-888-5800, tsobczak@walkerconsultants.com	CM	925	TBD	2%
O					
82-5048328	Wide Open Office, LLC 2819 Palamore Dr, Tampa, FL 33618 813-324-2459, josh@wideopenoffice.com	CM	906	TBD	5%
O					