

Agmt
JC

RESOLUTION NO. 2018- 291

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$526,812 BETWEEN THE CITY OF TAMPA AND VOLKERT, INC. IN CONNECTION WITH CONTRACT 17-D-00026; SPRUCE STREET CORRIDOR IMPROVEMENTS - DESIGN PROJECT; AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE.

WHEREAS, via the competitive selection process in accordance with Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act and consistent with Federal procurement policies, as applicable, the City of Tampa (City) selected Volkert, Inc., as (Consultant) to provide professional services in connection with Contract 17-D-00026; Spruce Street Corridor Improvements - 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 Volkert, Inc., in connection with Contract 17-D-00026; Spruce Street Corridor Improvements - Design as detailed in said Agreement, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in substantially similar form.

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

Section 3. That this approves an agreement for professional services in the amount of \$526,812 within the Westshore District Transportation Impact Fee Construction Fund for use by the Transportation and Stormwater Services Department.

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 APR 05 2018.

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

ATTEST:

City Clerk/Deputy City Clerk

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

B2018-45

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT (“Agreement”) made and entered into at Tampa, Florida, as of the ____ day of _____, 2018, which is the date Resolution No. _____ was adopted authorizing execution of this Agreement, by and between the CITY OF TAMPA, a municipal corporation of the State of Florida, (“CITY”), the address of which is 315 East Kennedy Boulevard, Tampa, Florida 33602, and Volkert, Inc., a/an Alabama Corporation authorized to do business in the State of Florida, (“CONSULTANT”), the address of which is 1408 N. Westshore Blvd., Suite 600, Tampa, FL 33607.

WITNESSETH:

WHEREAS, the CITY desires to engage the CONSULTANT to perform certain professional services pertinent to such work which shall be referred to as Contract 17-D-00026; Spruce Street Corridor Improvements - Design (“PROJECT”) in accordance with this Agreement; and

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

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

I. GENERAL SCOPE OF THIS AGREEMENT

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

II. DATA AND SERVICES TO BE PROVIDED BY THE CITY

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

III. PERIOD OF SERVICE

- A. The CONSULTANT shall begin work promptly after receipt of a fully executed copy of this Agreement and a Notice to Proceed. This Agreement shall remain in force until the completion of all construction for the Project.
- B. The CONSULTANT’s services called for under this Agreement shall be completed provided that, if the CONSULTANT’s services are delayed for reasons beyond the CONSULTANT’s control, the time of performance shall be adjusted appropriately.

IV. GENERAL CONSIDERATIONS

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

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

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

V. COMPENSATION

The CITY shall compensate the CONSULTANT for the services performed with this Agreement a lump sum (by task) of \$526,812 to be billed in accordance with **Exhibit B**.

VI. PAYMENT

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

VII. RECORDS

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

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

VIII. PERSONNEL

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

IX. SUSPENSION, CANCELLATION OR ABANDONMENT

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

agreed to by the CITY and CONSULTANT and supported by back-up documentation.

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

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

X. TERMINATION

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

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

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

The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the CITY.

XI. INSURANCE

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

XII. INTERESTS OF MEMBERS OF THE CITY

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

XIII. INTEREST OF THE CONSULTANT

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

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

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

XIV. COMPLIANCE WITH LAWS

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

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

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

D. Truth-In-Negotiation Certification: The CONSULTANT certifies that the wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of the execution of the

Agreement of which this Certificate is a part. The original price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the Agreement amount was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs and that such original Agreement adjustments shall be made within one (1) year following the end of the Agreement.

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

XV. ASSIGNABILITY

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

XVI. EQUAL EMPLOYMENT

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

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

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

XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM

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

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

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

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

XVIII. CITY CODE OF ETHICS

In connection with this Agreement, the CONSULTANT hereby covenants and agrees that it shall comply with all applicable governmental laws, statutes, rules and regulations including, without limitation, the City of Tampa's Code of Ethics. Pursuant to Section 2-522 of the City of Tampa Code, the CONSULTANT acknowledges that if it fails

to comply with the City of Tampa's Code of Ethics, such a failure shall render this Agreement voidable by the CITY and subject the CONSULTANT to debarment from any future CITY contracts or agreements.

XIX. NEGATION OF AGENT OR EMPLOYEE STATUS

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

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

XX. SEVERABILITY

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

XXI. CHOICE OF LAW

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

XXII. DESIGNATION OF FORUM

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

XXVI. ESTOPPEL/WAIVER

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

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

XXVII. AUDIT REQUIREMENTS.

In the event, that during the period of this Agreement, the Firm expends more than \$750,000.00 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 \$750,000.00 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 \$500,000 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 1666.241, 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 goods or services of \$1,000,000 or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, (effective October 1, 2016), or is engaged in a boycott of Israel (effective October 1, 2016), or is engaged in business operations in Cuba or Syria. A company that is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, (effective October 1, 2016) or is engaged in a boycott of Israel (effective October 1, 2016) or is engaged in business operations in Cuba or Syria is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1,000,000 or more. CONSULTANT certifies that it is not in violation of Section 287.135, Florida Statutes. For contracts \$1,000,000 and greater, if the City determines the CONSULTANT submitted a false certification under Section 287.135(5) of the Florida Statutes, or has been placed on the Scrutinized Companies Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, (effective October 1, 2016), or is engaged in a boycott of Israel (effective October 1, 2016), or been engaged in business operations in Cuba or Syria, the City shall either terminate this Agreement after it has given the CONSULTANT notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

XXXI. PUBLIC RECORDS

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

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

CONSULTANT shall follow the requirements of Florida's Public Records Law.

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

1. CONSULTANT shall keep and maintain public records required by the CITY to perform the services under this Agreement;

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

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

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

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

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

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

CONSULTANT:
Volkert, Inc.

By: _____

Print Name: _____

Title: Pres Exec/Sr Vice Pres CEO Gen Partner

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

Other (must attach proof of authority): _____

License no: _____

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

[SEAL]

ATTEST:

CITY:
City of Tampa, Florida

By: _____

City Clerk/Deputy City Clerk

[SEAL]

By: _____

Bob Buckhorn, Mayor

APPROVED AS TO FORM:

Rachel S. Peterkin, Assistant City Attorney

EXHIBIT A

Spruce Street Corridor Improvements – Design 17-D-00026

SCOPE OF SERVICES

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

Description: *Spruce Street Corridor Improvements - Design*

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 design and preparation of a complete set of construction contract documents and engineering services, as necessary, for improvements to the transportation facility described herein.

Major Work Mix includes: Milling and Resurfacing, Drainage and Safety Improvements

Minor Work Types include: Signing and Pavement Marking, Signals, Landscape Architecture and Permitting

The general objective is for the FIRM to prepare a set of contract documents including plans, specifications, supporting engineering analysis, calculations and other technical documents in accordance with Florida Department of Transportation (FDOT) policy, procedures and requirements. These documents will be used to build the project and test the project components. These documents will be used by the CITY for inspection and final acceptance of the project. The FIRM shall follow a systems engineering process to ensure that all required project components are included in the development of the Contract documents and the project can be built as designed and to specifications.

The FIRM shall use project management practices which shall 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 in accordance with CITY procedures. The FIRM is expected to provide services in accordance with current regulations, codes, ordinances and recognized standards applicable to professional services. The FIRM shall provide qualified technical and professional personnel to perform to CITY standards and procedures.

2 PROJECT DESCRIPTION

The Spruce Street Corridor Improvements – Design project will provide operational and safety improvements to Spruce Street from Hesperides Street to Himes Avenue. The previously completed Preliminary Engineering Report provides various concepts to improve Spruce Street within these limits which form the initial basis for the project design. These improvements include filling in sidewalk gaps, consideration of guardrail in front of the deep ditches, adding several traffic separators, adding a mid-block crosswalk, modifying the eastbound lane configuration at Dale Mabry Highway and milling and resurfacing the entire length of the project. Other project elements include ADA and signalization upgrades, review of lighting at intersections and cross walks, grading modifications to improve drainage and coordination with Home Depot to relocate Spruce Street driveway further to the west to improve traffic operations and safety.

2.1 Project General and Roadway

Public Involvement: Cap Level 2 with one (1) Public Meeting.

Other Agency/Stakeholder Presentations/Meetings: Two (2) local agency and/or Metropolitan Planning Organization (MPO) meetings, two (2) small Group Meetings and five (5) anticipated individual meetings with Property and Business Owners (i.e. shopping center management, Home Depot, Carver City, Lincoln Gardens, etc.).

The FIRM to coordinate with the CITY's Americans with Disabilities Act (ADA) Coordinator.

Specification Package Preparation

Plan Type: The roadway plans shall be prepared in a Plan format. Profile sheets shall be provided, if necessary, to show the vertical controls that are needed for the construction of these projects. The plan (and profile) sheets shall be plotted at a horizontal scale of 1" = 40 feet.

Limits: From Hesperides Street to Himes Avenue. Project Length = 1.15 miles.

Typical Section:

Pavement Design:

Cross Slope: Identify deficiencies

Transit Route Features: Identify the proposed location or number of engineering/right of way feasible, ADA compliant bus landing pads, rider shelter pads and incidental universal sidewalk connections.

Major Intersections/Interchanges: Manhattan Avenue, Lois Avenue, Dale Mabry Highway and Himes Avenue.

Roadway Alternative Analysis:

Level of TCP Plans: 2

Temporary Drainage:

Design Variations/Exceptions: Design variation and/or exception requests shall be prepared for any situations not meeting current CITY and/or Federal Highway Administration (FHWA) requirements, as appropriate. The FIRM shall prepare a letter to the CITY identifying the design Variations and Exceptions. The FIRM shall recommend, to the CITY, either correction of any deficiencies, or obtaining the appropriate design variations or exceptions (via letter to the CITY).

2.3 Utilities Coordination

The FIRM shall develop a utility conflict matrix for each phase submittal to the potentially affected Utility Agency Owners.

The FIRM will coordinate with all disciplines to obtain input on potential conflicts and resolve any utility conflicts.

The FIRM shall review the draft Utility Work Schedules submitted. The FIRM shall sign all of the Utility Work Schedules.

2.4 Environmental Permits, Compliances, and Clearances

2.6 Signing and Pavement Markings

The FIRM shall prepare the signing and pavement marking design file to include all necessary design elements.

Crosswalks at signalized intersections will be striped with high emphasis markings. Coordination will be done with stake holders (Home Depot, Carver City and Lincoln Gardens)

Multi-post signs will be provided for the following signs:
“Carver City/Lincoln Gardens Civic Association” (2 signs)

Design for a mid-block crossing near Cigar City Brewery.

2.7 Signalization

Intersections: Replace loops assemblies, replace existing street name signs with Light Emitting Diode (LED) internally illuminated street name signs, upgrade pedestrian signals to meet ADA requirements, add backplates to all traffic signal heads, and update pedestrian and yellow/all red vehicular clearance timings for the following signalized intersections:

North Lois Avenue
North Dale Mabry Highway

Replace existing box span concrete pole signal and replace with two dual-arm mast arms. Use Wavetronix or Aldis detection. Replace existing street name signs with LED internally illuminated street name signs, upgrade pedestrian signals to meet ADA requirements, add backplates to all traffic signal heads, and update pedestrian and yellow/all red vehicular clearance timings for N. Himes Avenue.

Signal head positions will need to be evaluated and adjusted per new EB lane configuration at the intersection of N. Dale Mabry.

Traffic Data Collection: City to provide new traffic counts (48-hr volume, 8hr Turning Movement Counts) to analyze new traffic patterns.

2.8 Lighting

2.9 Landscape Architecture

Planting Plans: The project is approximately 1.15 mile in length and is located along Spruce Street beginning from Manhattan Ave. and ending at N. Himes St. with the project limits located between the back of curb and the right of way, and within any planting medians. This is urban-suburban intensity. Firm will use plant material that is xeric and native in beds that will be located along the ditch embankments. There is no streetscape design. There is a maintenance plan. The project limits for “landscape” will be shortened to a refined focus area encompassing 3 plan sheets which will be defined from the 8 plan sheets provided in the Conceptual Design phase.

2.10 Survey

Designate (SUE Level B) the horizontal position of all known utilities in the following areas: 100' each direction on the northeast and northwest quadrant of Lois Ave. (400' x 8 = 3,200'), 100' each direction of the northeast, southeast and southwest quadrant of Himes Ave. (600' x 8 = 4,800'), both sides of Spruce Street from 150' west of N. Grady Ave. to the proposed Home Depot entrance (700' x 10 = 7,000') and the N. side of Spruce Street from the proposed Home Depot entrance to

Dale Mabry (850' x 6 = 5,100'). For a total of 20,100' (3.81 miles) of underground utility designation (SUE Level B). 25 Locates (SUE Level A) are for the following 10 for two mast arm foundations at Himes, 6 for two mid-block crossing foundations and 9 to be used for identifying potential utility conflicts.

2.17 Geotechnical

2.18 Project Schedule

Within ten (10) CITY business days after the Notice-To-Proceed, and prior to the FIRM beginning work, the FIRM shall provide a detailed project schedule for CITY and FIRM scheduled activities required to meet the current CITY Production Date.

The schedule shall indicate all required submittals.

2.19 Submittals

Projects submittals shall include 15% Concept Meeting, and 60% and 100%/Final Plan submittals.

The FIRM shall furnish construction documents as required by the CITY to adequately control, coordinate, and approve the work concepts. The FIRM shall distribute submittals as directed by the CITY. The CITY will determine the specific number of copies required prior to each submittal.

All plans and specification deliverables provided for herein shall support advertisement, bidding and letting process for the construction contract in a manner acceptable to the CITY.

The FIRM shall have Quality Control, Quality Assurance and applicable Constructability documents complete and available for review by the CITY at the time of each phase submittal.

3 PROJECT COMMON AND PROJECT GENERAL TASKS

PROJECT COMMON TASKS

Project Common Tasks, as listed below, are work efforts that are applicable to project activities, Roadway Analysis through Geotechnical. These tasks are to be included in each applicable activity when the described work is to be performed by the FIRM.

Cost Estimates: The FIRM shall be responsible for producing an engineer's estimate and a Summary of Pay Items sheet for the 60% and 100% /Final Plans submittals.

Construction Duration: The FIRM shall develop an estimate of construction contract duration. This estimate shall be based on quantities per Maintenance of Traffic (MOT) phase and submitted to the CITY with the 100%/Final plans.

Technical Special Provisions: The FIRM shall provide Technical Special Provisions for all items of work not covered by the Standard Specifications for Road and Bridge Construction and the workbook of implemented modifications. No Landscape Technical Special Provisions will be provided.

The Technical Special Provisions shall provide a description of work, materials, equipment and specific requirements, method of measurement and basis of payment. Proposed Technical Special Provisions will be submitted to the CITY for initial review at the time of the 100%/Final plans review. All comments will be returned to the FIRM for correction and resolution. Final Technical Special Provisions shall be digitally signed and sealed in accordance with applicable Florida Statutes.

Field Reviews: The FIRM shall visit the project site as required to obtain necessary data for all elements of the project.

Technical Meetings: The FIRM shall attend all technical meetings. This includes meetings with CITY and Agency staff, between disciplines, such as access management meetings, pavement design meetings, local governments, progress review meetings, and miscellaneous meetings. The FIRM shall prepare, and submit to the CITY for review, the meeting minutes for all meetings attended. The meeting minutes are due within five (5) CITY business days of attending the meeting.

It is the FIRM'S responsibility to QC their plans and other deliverables. The FIRM should regularly communicate with the CITY to discuss and resolve issues.

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

The FIRM shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications and other documentation.

Supervision: The FIRM shall supervise all technical design activities.

Coordination: The FIRM shall coordinate with all disciplines of the project to produce a final set of construction documents.

Project General Tasks

Public involvement includes communicating to all interested persons, groups, and government organizations information regarding the development of the project. The FIRM shall provide to the CITY drafts of all Public Involvement documents (i.e., newsletters, property owner letters, advertisements, etc.) associated with the following tasks for review and approval at least five (5) CITY business days prior to printing and / or distribution.

3.1.1 Community Awareness Plan

Prepare a Community Awareness Plan (CAP) for review and approval by the CITY within 30 CITY business days after receiving Notice to Proceed. The objective of the plan is to notify local governments, affected property owners, tenants and the public of the CITY'S proposed construction and the anticipated impact of that construction. The CAP shall address timeframes for each review and shall include tentative dates for each public involvement requirement for the project. The CAP will also document all public involvement activities conducted throughout the project's duration. In addition to the benefits of advance notification, the process should allow the CITY to resolve controversial issues during the design phase. This item shall be reviewed and updated periodically as directed by the CITY throughout the life of the project.

3.1.2 Notifications

In addition to public involvement data collection, the FIRM shall assist the CITY to prepare notifications, flyers and/or letters to elected officials and other public officials, private property owners and tenants at intervals during plans production as identified by the CITY. All letters and notices shall be reviewed by the CITY to ensure that documents are addressed to the correct and current public officials. FIRM will provide one (1) separate public meeting notification letter.

3.1.5 Driveway Modification Letters

3.1.8 PowerPoint Presentations

The FIRM shall prepare one (1) PowerPoint presentation for use in public meeting.

3.1.9 Public Meeting Preparations

The FIRM shall prepare the necessary materials for use in one (1) public meeting including boards, handouts, agenda, sign-in sheets, name badges, comment cards and comment box. The CITY will investigate and reserve public meeting location, prepare mailers, news releases and conduct the public meeting.

3.1.10 Public Meeting Attendance and Follow-up

The FIRM shall attend one public meeting and assist with meeting set up and take down. The FIRM shall also prepare a summary of the public meeting that includes all copies of all materials shown or provided at the public meeting. The summary shall also include a listing of all written comments made during or after the meeting and responses to those written comments.

3.1.11 Agency Meetings

In addition to the scheduled public meeting, the FIRM will participate in meetings with the local governing authorities and MPO. The FIRM's participation may include, but not be limited to, presentations during the meeting, note taking and summarizing the meeting in a memo to the file. It is estimated for this project, there will be two (2) meetings with local governing authorities and/or the MPO during the design.

3.1.12 Stakeholder/Public Engagement Meetings

The FIRM will participate in two (2) anticipated stakeholder meetings and five (5) anticipated individual meetings with various stakeholders including shopping center management, Home Depot, Carver City, Lincoln Gardens, etc.

3.3 Specifications Package Preparation

The FIRM shall prepare and provide a specifications package in accordance with the FDOT's Handbook for the Preparation of Specification Packages and associated training. The Specifications Package shall be prepared using the FDOT's Specs on the Web application. The FIRM shall be able to document that the procedure defined in the Handbook for the Preparation of Specifications Packages is followed, which includes the quality assurance/quality control procedures. The specifications package shall address all items and areas of work and include any Mandatory Specifications, Modified Special Provisions and Technical Special Provisions. The CITY will provide "front end" specifications for inclusion in the Specification Package.

3.4 Contract Maintenance

Contract maintenance includes project management effort for complete setup and maintenance of files, developing monthly progress reports, schedule updates and work effort to develop and execute sub FIRM agreements.

3.6 Prime FIRM Project Manager Meetings

3.9 Digital Delivery

The FIRM shall deliver final plans and documents in digital format. The final plans and documents shall be digitally signed and sealed files delivered to the CITY on acceptable electronic media, as determined by the CITY.

3.11 Transit (HART) Coordination – review bus stop access and locations.

4 ROADWAY ANALYSIS

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

4.1 Typical Section Package

4.3 Pavement Design

The FIRM shall provide an approved Pavement Design prior to the 60% plans submittal date. Design(s) to include areas of base failure.

4.4 Cross-Slope Correction

The FIRM shall coordinate with the CITY to obtain existing cross slope data, determine the roadway limits where cross slope is potentially out of tolerance and resolve.

4.5 Horizontal/Vertical Master Design Files

The FIRM shall design the geometrics using the design standards 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, driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, elder road user policy, access management, Project Development and Environment (PD&E) documents and scope of work. The FIRM shall also develop utility conflict information to be provided to project Utility Coordinator in the format requested by the CITY and shall review Utility Work Schedules.

4.6 Access Management

The FIRM shall incorporate access management standards for each project in coordination with CITY staff. The FIRM shall review adopted access management standards and the existing access conditions (interchange spacing, signalized intersection spacing, median opening spacing and connection spacing). Median openings that will be closed, relocated or substantially altered shall be shown on plan sheets and submitted with supporting documentation for review with the first plans submittal.

The CITY shall provide access management classification information and information derived from PD&E studies and public hearings to be used by the FIRM.

The FIRM shall coordinate with Home Depot for potential relocation of Spruce Street driveway.

4.9 Cross Section Design Files

The FIRM shall establish and develop cross section design files in accordance with the CADD manual.

4.10 Traffic Control Analysis

The FIRM shall design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of the

roadways' ingress and egress to existing property owners and businesses, and transit agency features, routing, signing and pavement markings, detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone and traffic monitoring sites. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. The design shall include construction phasing of roadways to accommodate the construction or relocation of utilities when the contract includes Joint Project Agreements (JPAs) or Utility Work by Highway Contractor (UWHC).

In the analysis, the FIRM shall investigate the need for temporary traffic signals (including temporary timings), temporary signal detection, temporary lighting, alternate detour roads, and the use of materials such as sheet piling in the analysis. The Traffic Control Plan shall be prepared by a certified designer who has completed training as required by the CITY. Before proceeding with the Traffic Control Plan, the FIRM shall meet with the appropriate CITY personnel. The purpose of this meeting is to provide information to the FIRM that will better coordinate the Preliminary and Final Traffic Control Plan efforts.

Every effort shall be made to maintain signal detection throughout the life of the construction. The type of detection and the location shall be included in the Traffic Control Plan.

The FIRM shall consider the local impact of any lane closures or alternate routes. When the need to close a road is identified during this analysis, the FIRM shall notify the CITY's Project Manager as soon as possible. Proposed road closings must be reviewed and approved by the CITY. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider shall include emergency vehicle response time, local events, holidays, peak seasons, detour route deterioration, transit agency routes and features and other eventualities. The FIRM shall be responsible for obtaining the local authorities' permission for use of detour routes not on state highways. Affected transit agencies shall be notified in advance about bus route lane closures and detours. The CITY will provide the lane closure calculations to the FIRM.

4.12 Design Variations and Exceptions

The FIRM shall prepare letter for CITY approval of all appropriate Design Variations and/or Design Exceptions before the 60% plans submittal.

4.13 Design Report

The FIRM shall submit to the CITY design notes, data and calculations to document the design conclusions reached during the development of the contract plans.

4.14 Quantities

The FIRM shall develop accurate quantities, the required plans sheets and supporting documentation, including construction days when required.

4.15 Cost Estimate

4.16 Technical Special Provisions

4.17 Other Roadway Analyses

The FIRM shall prepare Roadway, Traffic Control, Utility Adjustment Sheets, plan sheets, notes and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

- 5.1 Key Sheet**
- 5.2 Summary of Pay Items Including Quantity Input**
- 5.3 Typical Section Sheets**
 - 5.3.1 Typical Sections
 - 5.3.2 Typical Section Details
- 5.4 General Notes/Pay Item Notes**
- 5.5 Summary of Quantities Sheets**
- 5.7 Plan/Profile Sheet**
- 5.8 Profile Sheet**
- 5.9 Plan Sheet**
- 5.10 Special Profile**
- 5.11 Back-of-Sidewalk Profile Sheet**
- 5.14 Intersection Layout Details**
- 5.17 Roadway Soil Survey Sheet(s)**
- 5.18 Cross Sections**
- 5.21 Temporary Traffic Control Detail Sheets**
- 5.22 Utility Adjustment Sheets**
- 5.23 Selective Clearing and Grubbing Sheet(s)**
- 5.24 Project Network Control Sheet(s)**
- 5.26 Utility Verification Sheet(s) (SUE Data)**

6a DRAINAGE ANALYSIS

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

The FIRM shall be responsible for designing a drainage and stormwater management system. All design work shall comply with the requirements of the appropriate regulatory agencies and the CITY's Drainage Manual.

The FIRM shall coordinate fully with the appropriate permitting agencies and the CITY's staff. All activities and submittals should be coordinated through the CITY. The work will include the engineering analyses for any or all of the following:

6a.1 Drainage Map Hydrology

Accurately delineate drainage basin boundaries to be used in defining the system hydrology. Basin delineation shall incorporate existing survey and/or LiDAR and shall be supplemented, as necessary, with other appropriate data sources (such as permitted site plans) and field observations. Basin delineations shall also include any existing collection systems in a logical manner to aid in the development of the hydraulic model. Prepare the Drainage Maps in accordance with the Plans Preparation Manual.

6a.4 Design of Cross Drains

Analyze the hydraulic design and performance of cross drains. Check existing cross drains to determine if existing structures are sound. Document the design as required. Determine and provide flood data as required.

6a.5 Design of Ditches

Design roadway conveyance and outfall ditches. This task includes capacity calculations, longitudinal grade adjustments, flow changes, additional adjustments for ditch convergences, selection of suitable channel lining, design of side drain pipes and documentation.

6a.9 Design of Storm Drains

Develop a "working drainage map," determine runoff, inlet locations and spread. Calculate hydraulic losses (friction, utility conflict and, if necessary, minor losses). Determine Design Tailwater and, if necessary, outlet scour protection.

6a.10 Culvert Material

Determine acceptable options for pipe materials using the Culvert Service Life Estimator.

6a.13 Drainage Design Documentation Report

Compile drainage design documentation into report format. Include documentation for all the drainage design tasks and associated meetings and decisions, except for stand-alone reports, such as the Pond Siting Analysis Report and Bridge Hydraulics Report.

6a.15 Temporary Drainage Analysis

Evaluate and address drainage to adequately drain the road and maintain existing offsite drainage during all construction phases. Provide documentation.

6a.18 Other Drainage Analysis

6b DRAINAGE PLANS

The FIRM shall prepare Drainage plan sheets, notes and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

6b.1 Drainage Map

- 6b.3 Summary of Drainage Structures**
- 6b.4 Optional Pipe/Culvert Material**
- 6b.5 Drainage Structure Sheet(s) (Per Structure)**
- 6b.6 Miscellaneous Drainage Detail Sheets**
- 6b.11 Erosion Control Plan Sheet(s)**
- 6b.12 Stormwater Pollution Prevention Plan Sheet(s)**

7 UTILITIES

The FIRM shall identify utility facilities and secure agreements, utility work schedules, and plans from the Utility Agency Owners (UAO), and ensure that all conflicts that exist between utility facilities and the City's construction project are addressed. The FIRM shall certify all utility negotiations have been completed and that arrangements have been made for utility work to be undertaken.

7.1 Kickoff Meeting

7.2 Identify Existing UAO(s)

The FIRM shall identify all utilities within and adjacent to the project limits that may be impacted by the project. The FIRM shall identify interconnect communications and other joint use facilities and fully coordinate the relocation/adjustment of the affected UAO's.

7.3 Make Utility Contacts

First Contact: (pre 60%) The FIRM shall send letters and an electronic set of plans (both pdf and dgn files) to each utility. Hard copies of plans shall be sent upon request of a utility. Includes contact by phone for meeting coordination. Request type, size, location, easements and cost for relocation if reimbursement is claimed. Request the voltage level for power lines in the project area. Send the UAO requests for reimbursement to the CITY for a legal opinion. Include the meeting schedule (if applicable) and the design schedule. Include a typical meeting agenda.

Second Contact: (60%) At a minimum of four weeks prior to the meeting, the FIRM shall transmit an electronic set (both pdf and dgn files) of the Phase II plans, the List of Plan Changes since first contact and the Utility Conflict Matrix (when applicable) to each UAO having facilities located within the project limits. Hard copies of plans shall be sent upon request of a utility.

Third Contact: (post 60%) Identify agreements and assemble packages. At a minimum of four weeks prior to the meeting, the FIRM shall transmit an electronic set (both pdf and dgn files) of the Phase III plans, agreements, List of Plan Changes since previous contact and the Utility Conflict Matrix to each UAO having facilities located within the project limits. Hard copies of plans shall be sent upon request of a utility.

7.6 Individual/Field Meetings

The FIRM shall meet with each UAO as necessary (separately or together) throughout the project design duration to provide guidance in the interpretation of plans, review changes to the plans and schedules, and optional clearing and grubbing work, and assist in the development of the UAO(s) plans and work schedules. The FIRM is responsible for motivating the UAO to complete and return the necessary documents after each Utility Contact or Meeting. This includes any negotiated

phase review office and field meetings.

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 compliance with the information requested. Ensure the information from the UAO (utility type, material and size) is sent to the designer for inclusion in the plans. Forward all requests for utility reimbursement and supporting documentation to the City.

7.9 Utility Design Meeting

The FIRM shall schedule (time and place), notify participants about, and conduct a Utility meeting with all affected UAO(s). The FIRM shall be prepared to discuss drainage, traffic signalization, maintenance of traffic (construction phasing), review the current design schedule and letting date, evaluate the utility information collected, provide follow-up information on compensable property rights from City's Legal Office, and discuss any future design issues that may impact utilities, etc. to the extent that they may have an effect on existing or proposed utility facilities with particular emphasis on drainage and maintenance of traffic with each UAO. The intent of this meeting shall be to assist the UAOs in identifying and resolving conflicts between utilities and proposed construction before completion of the plans, including utility adjustment details, and to work with the UAOs to recommend potential resolution between known utility conflicts with proposed construction plans as may be deemed practical by the UAO. The FIRM shall be prepared to discuss all findings from Utility Designating and Locating efforts, and the possible need for additional verification. The FIRM shall keep accurate minutes of all meetings and distribute a copy to all attendees within 3 days. See Task 4.5. Horizontal/Vertical Master Design Files for utility conflict location identification and adjustments.

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

The FIRM shall review utility marked up plans and work schedules for content and coordinate review with the designer. Send color markups and schedules to the appropriate City office(s) for review and comment. Coordinate with the City for execution. Distribute Executed Final Documents. Prepare Work Order for UAO(s). The FIRM shall coordinate the programming of necessary Work Program funds with the DUO.

7.11 Utility Coordination/Follow-up

The FIRM shall provide utility coordination and follow up. This includes follow-up, interpreting plans, and assisting the UAOs with completion of their work schedules and agreements. Includes phone calls, face-to-face meetings, to coordinate and ensure the UAO(s) complete and return the required documents in accordance with the project schedule. The FIRM shall ensure the resolution of all known conflicts. The FIRM shall keep accurate minutes of all meetings and distribute a copy to all attendees. This task can be applied to all phases of the project.

7.12 Utility Constructability Review

The FIRM shall review utility schedules against construction contract time, and phasing for compatibility. Coordinate with and obtain written concurrence from the City's construction office. See Task 4.7 Horizontal/Vertical Master Design Files for utility conflict identification and adjustments.

7.15 Contract Plans to UAO(s)

The FIRM shall transmit the electronic contract plans as processed for letting to the UAO(s). Transmittals to UAO(s) may be by certified mail, return receipt requested.

7.16 Certification/Close-Out

This includes hours for transmitting utility files to the DUO and preparation of the Utility Certification Letter. The FIRM shall certify to the appropriate City representative the following:

All utility negotiations (Full execution of each agreement, approved Utility Work Schedules, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule.

OR

An on-site inspection was made and no utility work will be involved.

OR

Plans were sent to the Utility Companies/Agencies and no utility work is required. Upon request from the City, the CONSULTANT shall make available all utility files for inspection.

8 ENVIRONMENTAL PERMITS, COMPLIANCE AND CLEARANCES

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

8.1 Preliminary Project Research

The FIRM shall perform preliminary project research and shall be responsible for regulatory agency coordination to assure that design efforts are properly directed toward permit requirements. The research shall include a review of the project's PD&E documents including but not limited to the Environmental Document, Wetland Evaluation Report, Endangered Species and Biological Assessment and Essential Fish and Habitat Report.

The FIRM shall also review for any existing easements or other restrictions that may exist both within or proposed project boundary. The FIRM shall determine if any Sovereign Submerged Lands easements need to be modified or acquired. Project research may include, but should not be limited to, review of available federal, state, and local permit files and databases, local government information including county and property appraiser data. This information will be shown on the plans as appropriate.

8.2 Field Work

8.2.2 Establish Wetland Jurisdictional Lines and Assessments

The FIRM shall collect all data and information necessary to determine the boundaries of wetlands and other surface waters defined by the rules or regulations of each agency processing or reviewing a permit application necessary to construct the CITY project.

The FIRM shall be responsible for, but not limited to, the following activities:

- Determine landward extent of wetlands and other surface waters as defined in Rule Chapter 62-340, F.A.C. as ratified in Section 373.4211, F.S.
- Determine the jurisdictional boundaries and obtain a jurisdictional determination of wetlands and other surface waters as defined by rules or regulations of any permitting authority that is processing a CITY permit application.

- Prepare aerial maps showing the jurisdictional boundaries of wetlands and surface waters. Aerial maps shall be reproducible, of a scale no greater than 1"= 200' and be recent photography. The maps shall show the jurisdictional limits of each agency. Photo copies of aerials are not acceptable. All jurisdictional boundaries shall be tied to the project's baseline of survey. When necessary, a wetland-specific survey shall be prepared by a registered surveyor and mapper.
- Prepare a written assessment of the current condition and functional value of the wetlands and other surface waters. Prepare data in tabular form which includes the ID number for each wetland impacted, size of wetland to be impacted, type of impact and identification any wetland within the project limits that will not be impacted by the project.
- Prepare appropriate Agency Forms to obtain required permits. Forms may include, but are not limited to, the United States Army Corps of Engineers (USACE) "Wetland Determination Data Form – Atlantic and Gulf Coastal Plain Region"; the USACE "Approved Jurisdictional Determination Form"; Uniform Mitigation Assessment Method forms; and/or project specific data forms.
- The FIRM shall provide the following at the time of the first plans submittal:
 - Surveyed and approved jurisdictional boundaries on plan sheets.
 - Detailed estimate of wetland impacts, including, but not limited to, the acreage and type of impact. This shall be provided in writing to the District Environmental Permit Coordinator based on the approved jurisdictional boundaries.
 - For projects with one or more acres of wetland impact, WRAP or UMAM assessments (whichever is appropriate based on coordination with the agencies) shall be provided to District Environmental Permit Coordinator for submittal to SWFWMD.

8.2.3 Species Surveys

The FIRM shall conduct Wildlife surveys as defined by rules or regulations of any permitting authority that is processing a CITY permit.

8.2.4 Archeological Surveys:

The FIRM shall conduct Archeological field surveys as required, in accordance with Part 2, Chapter 12 of the PD&E Manual.

8.3 Agency Verification of Wetland Data

The FIRM shall be responsible for verification of wetland data identified in Section 8.2 and coordinating regulatory agency field reviews, including finalization of wetland assessments and jurisdictional determinations with applicable agencies.

8.4 Complete and Submit All Required Permit Applications

The FIRM shall prepare permit application packages as identified in the Project Description section. The permit application package must be approved by the CITY prior to submittal to the regulatory agency.

The FIRM shall collect all of the data and information necessary to obtain the environmental permits required to construct the project. The FIRM shall prepare permit packages as identified in the Project Description section.

The FIRM shall submit all permit applications, as directed by the CITY.

The FIRM shall be responsible for the payment of all fees for permit applications and legal notices.

Local Permits:

An EPCHC Notice of Exempt Activities in Wetlands permit may be required.

8.4.1 Coordination With Permits/Environmental Staff

8.4.4 Storm Water Pollution Prevention Plan (SWPPP)

If a permit is required, the FIRM shall prepare a Storm Water Pollution Prevention Plan (SWPPP) for each project(s) application package.

8.4.5 Prepare Wetland Protection Plan

If a permit is required, the FIRM shall prepare a Wetland/OSW Protection Plan (WPP) for each project(s) application package.

8.4.6 The FIRM shall determine the pay items and quantities for erosion control devices. The Storm Water Pollution Prevention and “Plan/Work Sheets” shall be developed to a level to provide the erosion control pay items and quantities to be included in the Plans/Construction Documents and Engineers Estimate(s); however, Erosion Control “Plan/Work Sheets” do not need to be submitted with phase submittals or final plans.

8.5 Prepare Dredge and Fill Sketches

8.9 Prepare Tree Permit Information

Anticipate a field review to verify no grand trees are proposed for impact. Prepare tree permit application paperwork as needed.

Environmental Clearances, Reevaluations and Technical Support

8.17 Technical Meetings

Meetings are anticipated with the SWFWMD, EPCHC and USACE.

9 STRUCTURES – SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS

The FIRM shall analyze, design and develop contract documents for all structures in accordance with applicable provisions as defined in Section 2.20, Provisions for Work. Individual tasks identified in Sections 9 through 18 are defined in the Staff Hour Estimation Handbook and within the provision defined in Section 2.20, Provisions for Work. Contract documents shall display economical solutions for the given conditions and be of such quality that they may be reproduced and used by the CITY as bid documents for construction.

The FIRM shall provide Design Documentation to the CITY with each submittal consisting of structural design calculations and other supporting documentation developed during the development of the plans. The design calculations submitted shall adequately address the complete design of all structural elements. These calculations shall be neatly and logically presented on digital media or, at the CITY’s request, on 8 1/2”x11” paper and all sheets shall be numbered. The final design calculations shall be signed and sealed by a Florida licensed professional engineer. A cover sheet indexing the contents of the calculations shall be included and the engineer shall sign and seal that sheet. All computer programs and parameters used in the design calculations shall include sufficient backup information to facilitate the review task.

18 STRUCTURES – MISCELLANEOUS

The FIRM shall prepare plans for Miscellaneous Structure(s) as specified in Section 2.5.

Concrete Box Culverts

18.2 Concrete Box Culverts Extensions

18.3 Concrete Box Culvert Data Table Plan Sheets

18.4 Concrete Box Culvert Special Details Plan Sheets

Strain Poles

18.5 Steel Strain Poles

The FIRM shall analyze existing strain poles at the intersection of Spruce Street & North Dale Mabry.

Mast Arms

18.9 Mast Arms

The FIRM shall analyze existing Mast Arms at the intersection of Spruce Street and North Lois Avenue for addition of back plates and Luminas street signs.

The FIRM shall analyze new Mast Arms at the intersection Spruce Street & North Himes Avenue.

18.10 Mast Arms Data Table Plan Sheets

Special Structures

18.30 Special Structures

The FIRM shall prepare a feasibility study for a boardwalk on the north side of Spruce Street between North Lemans Boulevard and North Grady Avenue

19 SIGNING AND PAVEMENT MARKING ANALYSIS

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

19.1 Traffic Data Analysis

The FIRM shall review the approved preliminary engineering report, typical section package, traffic technical memorandum and proposed geometric design alignment to identify proposed sign placements and roadway markings.

19.3 Reference and Master Design File

The FIRM shall prepare the Signing & Marking Design file to include all necessary design elements and all associated reference files.

19.4 Multi-Post Sign Support Calculations

The FIRM shall determine the appropriate column size from the CITY's Multi-Post Sign Program(s). Multi-post Sign Support Calculations are required for advanced street name signs approaching the signalized intersections. The FIRM shall provide the sign support calculations using the CITY's software and the actual cross section of the proposed sign location.

19.5 Sign Panel Design Analysis

Establish sign layout, letter size and series for non-standard signs.

19.7 Quantities

The FIRM shall provide quantity take off for the project at 90% and 100%/Final for the signing and pavement marking component of the entire project.

19.8 Cost Estimate

19.10 Other Signing and Pavement Marking Analysis

20 SIGNING AND PAVEMENT MARKING PLANS

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

20.1 Key Sheet

The FIRM shall prepare the key sheet in accordance with the latest format depicted in the Plans Preparation Manual.

20.3 Tabulation of Quantities

The FIRM shall include all project quantities in the tabulation of quantities sheets and provide updating of the tabulation of quantities sheets.

20.4 General Notes/Pay Item Notes

The FIRM shall include all pertinent general notes and pay item notes as deemed fit and as established by the City's Traffic Design Engineer's office.

20.6 Plan Sheet

The FIRM shall prepare the Signing & Marking plan sheets utilizing the Design file to include all necessary information related to the project design elements and all associated reference files. All traffic plans shall be prepared at a scale of 1" = 40'.

20.8 Guide Sign Work Sheet(s)

The FIRM shall prepare Guide Sign Work Sheet for the advanced street name signs approaching the signalized intersections utilizing the District's Traffic Design Guidelines. The FIRM shall utilize the guide sign design software approved by the CITY.

20.10 Cross Sections – for analysis of the multi post sign. Not for inclusion into the plans.

20.13 Interim Standards

The FIRM shall list web address for FDOT interim standards in the key sheet.

21 SIGNALIZATION ANALYSIS

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

21.1 Traffic Data Collection

The FIRM shall perform all effort required for pedestrian traffic data collection.

21.2 Traffic Data Analysis

The FIRM shall determine signal operation plan, intersection geometry, local signal timings, pre-emption phasing & timings, forecasting traffic and intersection analysis run.

21.3 Signal Warrant Study

Mid-Block Crossing Warrant Study

21.4 Systems Timings

The FIRM shall determine clearance intervals for vehicles and walk/don't walk timings for pedestrians.

21.5 Reference and Master Signalization Design File

The FIRM shall prepare the Signalization Design file to include all necessary design elements and all associated reference files.

21.7 Overhead Street Name Sign Design

The FIRM shall design Signal Mounted Overhead Street Name signs.

21.10 Quantities

The FIRM shall provide quantity take-offs for the project at phases III, IV and final for the signalization component of the entire project.

21.11 Cost Estimate

21.12 Technical Special Provisions (TSP)

The FIRM shall prepare Technical Special Provisions (TSP) as necessary for any pay items that are not covered by the Florida Department of Transportation Standard Specifications for Road and Bridge Construction or by Special Provisions. Technical Special Provisions will be required for the fiber optic cable, conduit, innerduct cell and the fiber optic pull box. The CITY will provide the TSP to the FIRM for review.

21.13 Other Signalization Analysis

21.14 Field Reviews

The FIRM shall collect information from the maintaining agencies and conduct a field review. The review should include, but is not limited to, the following:

- Existing Signal and Pedestrian Phasing
- Controller Make, Model, Capabilities and Condition/Age
- Condition of Signal Structure(s)

- Type of Detection as Compared with Current District Standards
- Interconnect Media
- Controller Timing Data

22 SIGNALIZATION PLANS

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

22.1 Key Sheet

The FIRM shall prepare the key sheet in accordance with the latest format depicted in the Plans Preparation Manual.

22.3 Tabulation of Quantities

The FIRM shall include all project quantities in the tabulation of quantities sheets and provide updating of the tabulation of quantities sheets.

22.4 General Notes/Pay Item Notes

The FIRM shall include all pertinent general notes and pay item notes as deemed fit and as established by the City Traffic Design Engineer's office.

22.5 Plan Sheet

22.8 Guide Sign Worksheet

22.11 Mast Arm/Monotube Tabulation Sheet

22.12 Strain Pole Schedule

22.16 Interim Standards

23 LIGHTING ANALYSIS – FIRM to coordinate with TECO to determine infrastructure requirements for TECO signed facilities (poles, conduits, etc.).

Evaluate lighting requirements at/near crosswalks and provide recommendations to the CITY.

25 LANDSCAPE ARCHITECTURE ANALYSIS

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

The FIRM shall coordinate with existing and/or proposed underground utilities, including, but not limited to, FDOT lighting, signalization, drainage and Intelligent Transportation Systems (ITS). Landscape coordination with these disciplines shall include both underground conflicts and above-ground impacts to existing and/or proposed features. The FIRM shall closely coordinate with these CITY units to ensure that all conflicts are identified, addressed and mitigated in the Contract Documents.

25.1 Data Collection

All research required to collect data necessary to complete the initial design analysis. Includes identifying applicable local codes and ordinances, CITY polices, commitments within the environmental document and collection of other project data.

25.2 Site Inventory and Analysis

Includes identification of opportunities and constraints for the proposed project based on existing site conditions. This phase will be considered the 15% submittal and include our coordination with the Engineer on the site conditions, existing tree and plant material conditions and the review of the survey. Other items discussed during this period will be tree protection and 'rain gardens'. A summary analysis will be provided.

25.3 Planting Design

Conceptual Design: Includes the preparation of Planting Plans using graphic delineation of all proposed planting treatments in an illustrative format. The plans will show the location of plant types; groundcover, small shrubs, and large shrubs, along with various tree types if space allows. This effort will be our 30% submittal for this project which will be shown for just the priority landscape areas which will be limited to three (3) sheets of the project's twelve (12) sheets overlain on the Engineer's base, at 40 scale. This submittal will also include one (1) sheet with graphic images and labels depicting the proposed materials.

25.6 Plan Summary Boxes

FIRM will create summary boxes for the planting plans by preparing the computations of quantities sheets for both the 60% and 90% submittals.

25.7 Cost Estimates

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25.10 Outdoor Advertising

Includes work by the surveyor to determine locations of all outdoor advertising permitted within the roadway project limits. Includes all work required to determine the proposed view zones. There are three (3) Billboards located within 1000' of the project. A memorandum will be written noting each billboard, it's location, and Owner and that our design will not be within the view zones.

25.11 Field Reviews

FIRM will conduct two (2) field reviews. The reviews will be done to inventory and analyze the existing landscape materials.

25.12 Technical Meetings/Public Meetings

FIRM will attend four (4) total meetings. One (1) with the City for the kick-off, one (1) with maintaining agencies, one (1) with local agency on tree removal, and one (1) for a Phase Review with City staff.

26 LANDSCAPE ARCHITECTURE PLANS

The FIRM shall prepare a set of Landscape Plans at 60% and 100%/Final completion levels, in accordance with all applicable manuals, guidelines, standards, handbooks, procedures and current design memorandums, which include the following:

26.1 Key Sheet

This will be developed using the Engineer's format, and modified/ updated for each submittal.

26.2 Tabulation of Quantities

This will be the Master Plant List.

26.3 General Notes

This will be developed using the City's standard and modified/ updated for each submittal.

26.4 Tree and Vegetation Inventory, Protection and Relocation Plans

Construction plan sheets will be prepared using the Survey and the Engineer's latest base file, at 40 scale for the refined "design focus area" for a total of three (3) sheets. It is assumed no tree removals or protection are needed on the other sheets (areas) of the project. The set will delineate trees and vegetation to be protected, relocated and removed. FIRM will revise/ update plans for both the 90 and 100%/Final submittal.

26.5 Planting Plans for Linear Roadway Projects

Construction plan sheets will be prepared using the Engineer's base and provide for the plant locations, species, spacing, quantities, and final design. The plans will be at 40 scale and include only five (5) of the twelve (12) project base sheets showing just the refined "design focus area". FIRM will revise/ update plans for both the 60 and 100%/Final submittal.

26.7 Planting Details and Notes

FIRM will include the CITY's standards and notes for each submittal and make revisions or changes as necessary based upon comments at both the 90% and 100% submittal.

26.13 Maintenance Plan

The FIRM shall include a written plan for care and maintenance of the plants and beds, after the warranty period. This maintenance plan shall be developed using the CITY's standard chart, which has performance based language. This effort will be in coordination with the local government entity that assumes the maintenance obligation.

26.14 Cost Estimate

27 SURVEY

The FIRM shall perform survey tasks in accordance with all applicable statutes, manuals, guidelines, standards, handbooks, procedures and current design memoranda.

The FIRM shall submit all survey notes and computations to document the surveys. All field survey work shall be recorded in approved media and submitted to the CITY. Field books submitted to the CITY must be of an approved type. The field books shall be certified by the surveyor in responsible charge of the work being performed before the final product is submitted.

The survey notes shall include documentation of decisions reached from meetings, telephone conversations or site visits. All like work (such as bench lines, reference points, etc.) shall be recorded contiguously.

27.1 Horizontal Project Control (HPC)

Establish secondary horizontal control utilizing established City of Tampa Project Specific Horizontal Control Network for the purpose of performing survey related tasks along the project corridor. Includes analysis and processing of all field collected data.

27.2 Vertical Project Control (VPC)

Establish secondary vertical control utilizing established City of Tampa Project Specific vertical

Control Network for the purpose of performing survey related tasks along the project corridor. Includes analysis and processing of all field collected data.

27.6 Topography/Digital Terrain Model (DTM) (3D)

Locate all above ground features and improvements for the limits of the project by collecting the required data for the purpose of creating a DTM with sufficient density. Shoot all break lines; high and low points. Effort includes field edits, analysis and processing of all field collected data, existing maps and/or reports.

27.10 Underground Utilities

Designation includes two-dimensional collection of existing utilities and selected three-dimensional verification as needed for designation. Location includes non-destructive excavation to determine size, type and location of existing utility, as necessary for final three-dimensional verification. Survey includes collection of data on points as needed for designates and locates. Includes analysis and processing of all field-collected data, and delivery of all appropriate electronic files.

Soil removed for obtaining locates on utility lines shall be placed back in the excavation in a way that does not disturb or damage the utility. Locates through asphalt pavement shall be finished with cold pack asphalt to at least the same thickness as the base and asphalt that was removed. Locates through concrete pavement, sidewalks, etc. shall be finished using a high strength concrete mix to the same depth as what was removed. The cuts made in asphalt and concrete for locates shall be made in a manner that provides a patch with regular sides that will be level with no protruding or jagged edges.

27.12 Drainage Survey

Locate underground data (XYZ, pipe size, type, condition and flow line) that relates to above ground data. Includes field edits, analysis and processing of all field collected data, existing maps and/or reports.

27.27 Work Zone Safety

Provide work zone as required by CITY standards.

27.31 Field Review

Perform verification of the field conditions as related to the collected survey data.

27.32 Technical Meetings

Attend meetings as required and negotiated by the City of Tampa Surveying and Mapping Division.

35 GEOTECHNICAL

35.1 Document Collection and Review

The FIRM shall 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, the FIRM shall review U.S.G.S., S.C.S. and potentiometric maps, and identify areas with problematic soil and groundwater conditions.

Roadway

The FIRM shall be responsible for coordination of all geotechnical related field work activities. The FIRM shall retain all samples until acceptance of Phase IV plans.

All laboratory testing and classification shall be performed in accordance with applicable standards, American Society of Testing and Materials (ASTM) Standards or American Association of State Highway and Transportation Officials (AASHTO) Standards, unless otherwise specified in the Contract Documents.

35.2 Develop Detailed Boring Location Plan

Develop a detailed boring location plan.

35.3 Stake Borings/Utility Clearance

Stake/mark borings and obtain utility clearance in 6 locations along the alignment

35.5 Coordinate and Develop MOT Plans for Field Investigation

Coordinate and develop Maintenance of Traffic (MOT) plan. All work zone traffic control shall be performed in accordance with the DEPARTMENT's Roadway and Traffic Design Standards Index 600 series and the applicable City permits will be obtained.

35.6 Drilling Access Permits

Obtain all State, County, City, and Water Management District permits for performing geotechnical borings, as needed.

35.10 Coordination of Field Work

Coordinate all field work required to provide geotechnical data for the project. Six pavement cores with hand augers will be performed.

35.11 Soil and Rock Classification – Roadway

Refine soil profiles recorded in the field, based on results of laboratory testing. Six pavement cores with hand augers will be performed.

35.13 Laboratory Data

Tabulate laboratory test results for inclusion in the geotechnical report.

35.14 Seasonal High Water Table

Review the encountered ground water levels and estimate seasonal high ground water levels at each core location.

35.22 Pavement Condition Survey and Pavement Evaluation Report

A total of six (6) cores will be performed with 6-foot hand augers will be performed along the alignment. A pavement evaluation will be performed and a report will be submitted in accordance with Section 3.2 of the Materials Manual: Flexible Pavement Coring and Evaluation.

35.25 Auger Boring Drafting

The auger borings will be drafted.

35.26 SPT Boring Drafting - Draft SPT borings as directed by the CITY.

Structures

The FIRM shall be responsible for coordination of all geotechnical related fieldwork activities. The FIRM shall retain all samples until acceptance of Phase IV plans. Rock cores shall be retained as directed in writing by the FDOT Geotechnical Engineer.

The FIRM shall perform specialized field testing as required by needs of project and as directed in writing by the District Geotechnical Engineer.

All laboratory testing and classification shall be performed in accordance with applicable DEPARTMENT standards, ASTM Standards or AASHTO Standards, unless otherwise specified in the Contract Documents.

The staff hour tasks for high embankment fills and structural foundations for bridges, box culverts, walls, high-mast lighting, overhead signs, mast arm signals, strain poles, buildings, and other structures include the following:

35.27 Develop Detailed Boring Location Plan

Develop a detailed boring location plan. Meet with the CITY Geotechnical Project Manager for boring plan approval. If the drilling program is expected 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.

35.28 Stake Borings/Utility Clearance

Stake borings and obtain utility clearance.

35.29 Coordinate and Develop Maintenance of Traffic (MOT) Plans for Field Investigation

Coordinate and develop MOT plan. All work zone traffic control shall be performed in accordance with the CITY's Roadway and Traffic Design Standards Index 600 series.

35.30 Drilling Access Permits

Obtain all State, County, City and Water Management District permits for performing geotechnical borings, as needed.

35.31 Property Clearances

Notify property tenants, in person, of drilling and field activities. Written notification to property owners/tenants is the responsibility of the CITY.

35.32 Collection of Corrosion Samples

Collect corrosion samples for determination of environmental classifications for soil and water, when appropriate.

35.33 Coordination of Field Work

Coordinate all field work required to provide geotechnical data for the project.

35.34 Soil and Rock Classification – Structures

Soil profiles recorded in the field should be refined based on the results of laboratory testing.

35.35 Tabulation of Laboratory Data

Laboratory test results should be tabulated for inclusion in the geotechnical report and for the necessary calculations and analyses.

35.36 Estimate Design Groundwater Level for Structures

Review encountered groundwater levels, estimate seasonal high groundwater levels, and evaluate groundwater levels for structure design.

35.43 Design Soil Parameters for Signs, Signals, High Mast Lights, and Strain Poles and Geotechnical Recommendations

Provide the design soil profile(s) that include the soil model/type of each layer and all soil properties required by the Engineer of Record for foundation design. Review design for geotechnical compatibility and constructability.

35.47 Final Reports – Signs, Signals, Box Culvert, Walls, and High Mast Lights

The final reports shall include the following:

- Copies of U.S.G.S. and S.C.S. maps with project limits shown.
- Summary of structure background data, S.C.S., U.S.G.S., geologic and potentiometric data.
- The results of all tasks discussed in all previous sections regarding data interpretation and analysis.
- Recommendations for foundation installation, or other site preparation soils-related construction considerations with plan sheets as necessary.
- Any special provisions required for construction that are not addressed in the CITY's Standard specification.
- An Appendix which includes Standard Penetration Test and Cone Penetration Test boring/sounding profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing capacity curves versus elevation for piles and drilled shafts, a complete FHWA check list, pile driving records (if available), and any other pertinent information.

Final reports shall incorporate comments from the CITY and contain any additional field or laboratory test results, recommended foundation alternatives along with design parameters and special provisions for the contract plans. These reports shall be submitted to the CITY Geotechnical Engineer for review prior to project completion. After review by the CITY Geotechnical Engineer, the reports shall be submitted to the CITY Geotechnical Engineer in final form and shall include the following:

- All original plan sheets (11" x 17")
- One set of all plan and specification documents, in electronic format, according to CITY requirements
- Two sets of record prints
- Six sets of any special provisions
- All reference and support documentation used in preparation of contract plans package

Additional final reports (up to four), in addition to those stated above, may be needed and requested for the CITY's Project Manager and other disciplines.

The final reports and special provisions, as well as record prints, shall be signed and sealed by a Professional Engineer licensed in the State of Florida.

Draft the detailed boring/sounding standard sheet, including environmental classification results of laboratory testing, and specialized construction requirements, for inclusion in final plans.

35.48 SPT Boring Drafting

Prepare a complete set of drawings to include all SPT borings, auger borings and other pertinent soils information in the plans. Include these drawings in the Final Geotechnical Report. Draft borings, location map, United States Soil Conservation Service map and United State Department of Agriculture map as directed by the CITY. Soil symbols must be consistent with those presented in the latest Florida Department of Transportation Soils and Foundations Handbook.

36 PROJECT REQUIREMENTS

36.3 Progress Reporting

The FIRM shall provide a written monthly progress report to the CITY to assess whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

36.4 Correspondence

Copies of all written correspondence between the FIRM and any party pertaining specifically to the project shall be provided to the CITY within one (1) CITY business week of the receipt or mailing of said correspondence.

36.5 Professional Endorsement

The FIRM shall have a Licensed Professional Engineer in the State of Florida sign and seal all reports, documents, technical special provisions and plans as required by CITY standards.

36.6 Computer Automation

The project shall be developed utilizing Computer Aided Drafting and Design (CADD) systems. The CITY makes available software to help assure quality and conformance with policy and procedures regarding CADD.

EXHIBIT B
 CONTRACT NUMBER: 17-D-00026
 PROJECT NAME: SPRUCE STREET CORRIDOR IMPROVEMENTS
 FEE SCHEDULE

Task #	Task Description	Volkert	AREHNA Engineering	AREHNA Field	Garrett	Nichols	OMNI	Scalar	Valerin	Total
3	Project Common and General Tasks	\$ 30,307				\$ 3,684			\$ 12,121	\$ 46,112
4	Roadway Analysis	\$ 65,274								\$ 65,274
5	Roadway Plans	\$ 78,156								\$ 78,156
6a	Drainage Analysis	\$ 26,002								\$ 26,002
6b	Drainage Plans	\$ 19,182								\$ 19,182
7	Utilities	\$ -					\$ 22,175			\$ 22,175
8	Environmental Permits, Compliance & Clearances	\$ 5,723						\$ 17,127		\$ 22,850
9	Structures - Summary and Miscellaneous Tasks and Drawings	\$ 5,919								\$ 5,919
18	Structures - Miscellaneous	\$ 18,167								\$ 18,167
19	Signing & Pavement Marking Analysis	\$ -			\$ 24,322					\$ 24,322
20	Signing & Pavement Marking Plans	\$ -			\$ 10,127					\$ 10,127
21	Signalization Analysis	\$ -			\$ 33,392					\$ 33,392
22	Signalization Plans	\$ -			\$ 7,635					\$ 7,635
25	Landscape Architecture Analysis	\$ -				\$ 18,535				\$ 18,535
26	Landscape Architecture Plans	\$ -				\$ 18,167				\$ 18,167
27	Survey	\$ 36,449					\$ 37,770			\$ 74,219
35	Geotechnical		\$ 7,808	\$ 3,778						\$ 11,586
36	Owners Allowance									\$ -
Subtotal		\$ 285,178	\$ 7,808	\$ 3,778	\$ 75,476	\$ 40,371	\$ 59,945	\$ 17,127	\$ 12,121	\$ 501,817
Contingency Allowance										\$ 25,000
GRAND TOTAL		\$ 285,178	\$ 7,808	\$ 3,778	\$ 75,476	\$ 40,371	\$ 59,945	\$ 17,127	\$ 12,121	\$ 526,817

COMPENSATION: For performing the services identified within Exhibit A, a lump sum by task amount of \$526,812 has been established as the fee for the work described. Invoices will be submitted monthly, FIRM acknowledges and agrees it will not proceed with any portion of the work intends to charge against allowance or contingency amounts without first obtaining the CITY's prior written approval and authorization to proceed, otherwise, such costs are deemed FIRM's sole responsibility. FIRMS has no entitlement to any portion of allowance or contingency amounts, which belong to the CITY until an expense is approved.

CITY OF TAMPA INSURANCE REQUIREMENTS

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

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

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

MINIMUM SCOPE AND LIMIT OF INSURANCE ¹

- A. Commercial General Liability (CGL) Insurance on the most current Insurance Services Office (ISO) Form CG 00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily, personal and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and completed operations liability coverage maintained for at least 3 years after completion of work. Limits shall not be less than \$1M per occurrence and \$2M general aggregate for Agreements valued at \$2M or less; if valued over \$2M, a general aggregate limit that equals or exceeds the Agreement's value. If a general aggregate limit applies; it shall apply separately to the project/location (ISO CG 2S 03 or 2S 04 or equivalent). **(ALWAYS APPLICABLE)**
- B. Automobile Liability (AL) Insurance in accordance with Florida law, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. AL insurance shall not be less than: (a) \$500,000 combined single limit each occurrence bodily injury and property damage for Agreements valued at \$100,000 or less or (b) \$1M combined single limit each occurrence bodily injury and property damage for Agreements valued over \$100,000. If transportation of hazardous material involved, the MCS-90 endorsement (or equivalent). **(ALWAYS APPLICABLE)**
- C. Worker's Compensation (WC) & Employer's Liability Insurance for all employees engaged under the Agreement, Worker's Compensation as required by Florida law. Employer's Liability with minimum limits of (a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for Agreements valued at \$100,000 and under or (b) \$1M bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each for all other Agreements. **(ALWAYS APPLICABLE)**
- D. Excess (Umbrella) Liability Insurance for Agreements valued at \$2M or more, at least \$4M per occurrence in excess of underlying limits and no more restrictive than underlying coverage for all work performed by Firm. May also compensate for a deficiency in CGL, AL, or WC. **(ALWAYS APPLICABLE)**
- E. Builder's Risk Insurance for property loss exposure associated with construction/renovation/additions to buildings or structures, including materials or fixtures to be incorporated. Must be "All Risk" form with limits of no less than the project's completed value, have no coinsurance penalties, eliminate the "occupancy clause", cover Firm (together with its contractors, subcontractors of every tier, and suppliers), and name City as a Loss Payee. **(IF APPLICABLE)**
- F. Installation Floater coverage for property (usually highly valued equipment or materials such as compressors, generators, etc.) during its installation. Coverage must be "All Risk" including installation and transit for no less than 100% of the installed replacement cost value. **(IF APPLICABLE)**
- G. Architects & Engineers Liability/ Professional Liability (E&O)/ Contractors Professional Liability (CPL)/ Medical Malpractice Insurance where Agreement involves Florida-regulated professional services (e.g. architect, engineer, design-builder, CM, accountant, appraiser, investment banker medical professional) at any tier, whether employed or independent, vicarious design liability exposure (e.g. construction means & methods, design supervision), value engineering, constructability assessments/reviews, BIM process, and/or performance specifications. Limits of at least \$1M per occurrence and \$2M aggregate; deletion of design/ build liability exclusions, as applicable, and maintained for at least 3 years after completion of work/services and City's acceptance of same. **(IF APPLICABLE)**
- H. Railroad Protective Liability (RPL) Insurance for construction within 50ft of operated railroad track(s) or where affects any railroad bridge, trestle, tunnel, track(s) roadbed, or over/under pass. Subject to involved railroad's approval prior to commencement of work. **(IF APPLICABLE)**.
- I. Pollution and/or Asbestos Legal Liability Insurance where Agreement involves asbestos and/or environmental hazards/contamination risks (defined broadly, e.g. lead, mold, bacteria, fuel storage, underground work, cleanup (owned or non-owned sites), pollutant generation/transportation, marine/natural resource damage, contamination claim, restitution, business interruption, mold, fungus, lead-based paint, 3rd party claims/removal, etc.), with limits of at least \$1M per occurrence and \$2M aggregate, maintained for at least 3 years after Agreement completion. **(IF APPLICABLE)**
- J. Cyber Liability Insurance where Agreement involves portals allowing access to obtain, use, or store data; managed dedicated servers; cloud hosting services; software/hardware; programming; and/or other IT services

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

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

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

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

M. Garagekeeper/Hangerkeeper/Marina Operator Legal Liability Insurance and/or Hull/P&I Insurance where parking lot, valet, dealership, garage services, towing, etc. and/or operation of a hangar, marina, or air

plane/ship repairer, providing safe berth, air/watercraft storage/docking (on land/ in water), fueling, tours, charters, ferries, dredges, tugs, mooring, towing, boat/aircraft equipment/repair/alteration/maintenance, etc.; cover- age against liability for damage to vehicles air/watercraft, their machinery in Firm's care, custody, or control both private & commercial. Limits at least equal to greater of \$1M, value of max number of vehicles that may be in Firm's custody, or of most costly object in Firm's custody. (IF APPLICABLE)

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

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

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

ADDITIONAL REQUIREMENTS

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

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

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

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

Other: _____

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

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

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

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

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

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

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

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

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

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



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

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

Contract No.: 17-D-00026 Contract Name: Spruce Street Corridor Improvements-Design
Company Name: Volkert, Inc. Address: 1408 N Westshore Blvd., Suite 600, Tampa, FL 33607
Federal ID: 63-0247014 Phone: (813)875-1365 Fax: (813)874-7656 Email: mike.osipov@volkert.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
Federal ID					
W	AREHNA Engineering, Inc. 5012 W. Lemon St., Tampa, FL 33609 P: (813)944-3464 F: (813)944-4959, jmcrovy@arehna.com	CF	925	P,E	Y
26-3947444					
S	Garrett Engineering Group, Inc. 120 10 th Avenue North, St. Petersburg, FL 33701 P: (727)289-9018 egarrett@garretteg.com	HM	925	E	Y
59-3751569					
W,S	Nichols Landscape Architecture, Inc. PO Box 155, Lutz, FL 33548 P: (813)948-8810, Celia@nichols-la.com	CF	906	P,E	Y
27-2195097					
W,S	OMNI Communications, LLC 8509 Benjamin Rd., Ste E, Tampa, FL 33634 P: (813) 852-1888 F: (866)485-3356, jstafford@omni-communications.com	CF	925	P,E	Y
02-0572109					
O	Scalar Consulting Group 13337 North 56 th St., Tampa, FL 33617 P: (813) 988-1199 kcaruso@scalarinc.net	AM	925	P,E	Y
45-1909667					
W,S	The Valerin Group 3903 Northdale Blvd., Ste 100E, Tampa, FL 33624 P: (813) 751-0478, valeriec@valerin-group.com	CF	912	P,E	Y
33-1142500					

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: Mark Lauckner/Vice President Date: 1-19-2018

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



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

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

Contract No.: 17-D-00026 Contract Name: Spruce Street Corridor Improvements-Design
Company Name: Volkert, Inc. Address: 1408 N Westshore Blvd., Suite 600, Tampa, FL 33607
Federal ID: 63-0247014 Phone: (813)875-1365 Fax: (813)874-7656 Email: mike.osipov@volkert.com

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

- See attached list of additional Firms Utilized and all supplemental information (List must comply to this form)
Note: Form MBD-20 must list ALL subcontractors To-Be-Utilized including Non-minority/small businesses
- No Subcontracting/consulting (of any kind) will be performed on this contract.
- No Firms are listed to be utilized because: _____

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

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

S = SLBE W=WMBE O =Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
W 26-3947444	AREHNA Engineering, Inc. 5012 W. Lemon St., Tampa, FL 33609 P: (813)944-3464 F: (813)944-4959, jmcroxy@arehna.com	CF	925	\$ 11,586	2%
S 59-3751569	Garrett Engineering Group, Inc. 120 10 th Avenue North, St. Petersburg, FL 33701 P: (727)289-9018 egarrett@garretteg.com	HM	925	\$ 75,476	14%
W,S 27-2195097	Nichols Landscape Architecture, Inc. PO Box 155, Lutz, FL 33548 P: (813)948-8810, Celia@nichols-la.com	CF	906	\$ 40,379	8%
W,S 02-0572109	OMNI Communications, LLC 8509 Benjamin Rd., Ste E, Tampa, FL 33634 P: (813) 852-1888 F: (866)485-3356, jstafford@omni-communications.com	CF	925	\$ 59,945	11%
O 45-1909667	Scalar Consulting Group 13337 North 56 th St., Tampa, FL 33617 P: (813) 988-1199 kcaruso@scalarinc.net	AM	925	\$ 17,127	3%
W,S 33-1142500	The Valerin Group 3903 Northdale Blvd., Ste 100E, Tampa, FL 33624 P: (813) 751-0478, valeriec@valerin-group.com	CF	912	\$ 12,121	2%

Total ALL Subcontract / Supplier Utilization \$ 216,634
 Total SLBE Utilization \$ 187,921
 Total WMBE Utilization \$ 124,031
 Percent SLBE Utilization of Total Bid/Proposal Amt. 36 % Percent WMBE Utilization of Total Bid/Proposal Amt. 24 %

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: Mark Lauckner, PE/Vice President Date: 1-19-2018

**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**