Agnd

CAD/MH

RESOLUTION NO. 2021 - 829

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF $781,555.84 BETWEEN THE CITY OF TAMPA AND AECOM TECHNICAL SERVICES, INC., IN CONNECTION WITH CONTRACT 21-D-00016; EL PRADO COMPLETE STREETS AND SIDEWALK DESIGN; AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE

WHEREAS, via the competitive selection process in accordance with Florida Statutes Section 287.055, Firms' Competitive Negotiation Act and consistent with Federal procurement policies, as applicable, the City of Tampa ("City") selected AECOM Technical Services, Inc., ("Firm") to provide professional services in connection with Contract 21-D-00016; El Prado Complete Streets and Sidewalk Design, ("Project") as detailed in the Agreement for Firm Services ("Agreement"); and

WHEREAS, the City desires to enter into an agreement with the Firm 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 AECOM Technical Services, Inc., in connection with Contract 21-D-00016; El Prado Complete Streets and Sidewalk 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. Funding for the Agreement for professional consultant services is available in the total amount of $781,555.84 for use by the El Prado Sidewalk from Lois Avenue to Bayshore Boulevard project in the amount of $506,555.84 and the El Prado Sidewalk from Omar Avenue to Lois Avenue project in the amount of $275,000 within the Multi Modal CIP Interbay District Fund.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON OCT 07 2021

ATTEST: Shirley Foxx-Knowles
CITY CLERK/~~DEPUTY CITY CLERK~~

CHAIRMAN\CHAIRMAN PRO-TEM CITY COUNCIL

PREPARED AND APPROVED AS TO
LEGAL SUFFICIENCY BY:

E/S
Marcella T. Hamilton
ASSISTANT CITY ATTORNEY

T21-70544

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT ("Agreement") made and entered into at Tampa, Florida, as of the _____ day of _____, 2021, which is the date Resolution No. [Reso No.] was adopted authorizing execution of this Agreement, by and between the CITY OF TAMPA, a municipal corporation of the State of Florida, ("CITY"), the address of which is 315 East Kennedy Boulevard, Tampa, Florida 33602, and AECOM Technical Services, Inc., a California Corporation authorized to do business in the State of Florida, ("FIRM"), the address of which is 7650 W. Courtney Campbell Causeway, Tampa, FL 33607.

WITNESSETH:

WHEREAS, the CITY desires to engage the FIRM to perform certain professional services pertinent to such work which shall be referred to as Contract 21-D-00016; El Prado Complete Streets and Sidewalk Design ("PROJECT") in accordance with this Agreement; and

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

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

I. GENERAL SCOPE OF THIS AGREEMENT

A. The relationship of the FIRM to the CITY will be that of an independent professional consultant for the PROJECT; and the FIRM shall provide the professional and technical services required under this Agreement in accordance with the care and skill used by members of FIRM'S profession practicing under similar circumstances at the same time and in the same locality.

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

II. DATA AND SERVICES TO BE PROVIDED BY THE CITY

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

III. PERIOD OF SERVICE

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

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

IV. GENERAL CONSIDERATIONS

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

B. The CITY acknowledges that the materials cited in Paragraph IV. A. above, which are provided by the FIRM, are not intended for use in connection with any project or purpose other than the project and purpose for which such materials were prepared without prior written consent and adaptation by the FIRM shall be at the CITY's sole risk,

and the FIRM shall have no responsibility or liability therefor.

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

V. COMPENSATION

The CITY shall compensate the FIRM for the services performed with this Agreement a lump sum (by task) of $781,555.54 to be billed in accordance with **Exhibit B**.

VI. PAYMENT

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

VII. RECORDS

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

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

VIII. PERSONNEL

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

IX. SUSPENSION, CANCELLATION OR ABANDONMENT

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

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

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

X. TERMINATION

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

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

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

XI. INSURANCE

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

XII. INTERESTS OF MEMBERS OF THE CITY

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

XIII. INTEREST OF THE FIRM

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

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

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

XIV. COMPLIANCE WITH LAWS

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

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

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

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

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

XV. ASSIGNABILITY

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

XVI. EQUAL EMPLOYMENT

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

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

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

XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM

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

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

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

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

XVIII. CITY CODE OF ETHICS

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

XIX. NEGATION OF AGENT OR EMPLOYEE STATUS

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

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

XX. SEVERABILITY

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

XXI. CHOICE OF LAW

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

XXII. DESIGNATION OF FORUM

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

XXIII. AUTHORIZATION

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

XXIV. ENTIRE AGREEMENT

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

XXV. INDEMNIFICATION

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

XXVI. ESTOPPEL/WAIVER

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

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

XXVII. AUDIT REQUIREMENTS.

In the event, that during the period of this Agreement, the Firm expends more than $750,000 in federal funds in an operating year from this and other federal grants, the Firm shall, at its own cost and expense, cause to be carried out an independent audit. The audit shall be completed and a copy furnished to the City, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period, unless a longer period is agreed to in advance by the City. For purposes of this Agreement, an operating and/or audit year is the equivalent to the Firm's fiscal year. The determination of when Grant Funds are expended is based on when the activity related to the expenditure occurs.

The audit shall be conducted in compliance with the Office of Management and Budget: Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable, which are made a part of this Agreement by reference thereto. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, the Firm shall be held liable for reimbursement to the City of all funds not expended in accordance with these applicable regulations and Agreement provisions within thirty (30) calendar days after the City has notified the Firm of such non-compliance. Said reimbursement shall not preclude the City from taking any other action as provided herein.

If expenditure does not exceed $750,000 during an operating year, the Firm shall provide the City with its annual financial statement within ninety (90) days of the end of its operating year. Said financial statement shall be prepared by an actively licensed certified public accountant.

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

XXVIII. DEFAULT

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

XXIX. BUDGET APPROPRIATIONS

The City is subject to Section 166.241, Florida Statutes, and is not authorized to contract for expenditures in any fiscal year except in pursuance of budgeted appropriates. With respect to this Agreement, the City has budgeted and appropriated sufficient monies to fund the City's obligations under this Agreement. The obligations of the City hereunder shall not constitute a general indebtedness of the City within the meaning of the Florida Constitution.

XXX. SCRUTINIZED COMPANIES

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

XXXI. PUBLIC RECORDS

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

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

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

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

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

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

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

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

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

XXXII. E-VERIFY

Pursuant to §448.095, Florida Statutes, Firm certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the US employment eligibility of all of Firm's employees hired by the Firm during the term of this Agreement and/or while performing work or providing services for the City of Tampa. Firm shall require that all subcontractors performing work or providing services on behalf of Firm for the City of Tampa also comply with the requirements of §448.095, Fla. Stat and utilize the E-Verify system to verify US employment eligibility of all employees hired by subcontractor. The Firm shall require for the subcontractor to provide to Firm an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Firm shall maintain a copy of such affidavit for the duration of the Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

FIRM:
AECOM TECHNICAL SERVICES, 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:

By: _____
City Clerk/Deputy City Clerk

[SEAL]

CITY:
City of Tampa, Florida

By: _____
Jane Castor, Mayor

APPROVED AS TO FORM:

_____
Marcella T. Hamilton, Assistant City Attorney

AECOM

AECOM
7650 W. Courtney Campbell Cswy
Tampa, FL 33607
aecom.com

EXHIBIT A

SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES
El Prado Blvd. (Omar to Bayshore Blvd.) Complete Streets and Sidewalk Project

AECOM (hereinafter referred to as the FIRM) shall provide professional engineering services to the City of Tampa (hereinafter referred to as the CITY) for the El Prado Blvd. (Omar to Bayshore Blvd.) Complete Streets and Sidewalk Project.

City Contract Number:	***21-D-00016 (1001930/443516-1 and 1001931/443516-2)***
Description:	***El Prado Boulevard Complete Streets Design from Omar Avenue to Bayshore Boulevard***
Railroad Crossing No(s):	***CSX Crossing west of Concordia Avenue***
Context Classification:	***C4 – Urban General***

1 PURPOSE

The objective of this project 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 CITY policy, procedures and requirements. These contract documents will be used by the CITY to build 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 Scope of Services establishes which items of work in the Florida Department of Transportation (FDOT) Design Manual and other pertinent manuals are specifically prescribed to accomplish the work included in this contract, and also indicates which items of work will be the responsibility of the FIRM and/or the CITY.

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

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

The CITY will provide contract administration, management services and technical reviews of all work associated with the development and preparation of contract documents, including Construction documents. The CITY's technical reviews are for high-level conformance and are not meant to be comprehensive reviews. The FIRM shall be fully responsible for all work performed and work products developed under this Scope of Services. The CITY may provide job-specific information and/or functions as outlined in this contract, if favorable.

2 PROJECT DESCRIPTION

The FIRM shall investigate the status of the project and become familiar with concepts and commitments (typical sections, alignments, etc.) developed from prior studies and/or activities.

El Prado Blvd. (Omar to Bayshore Blvd.) Complete Streets and Sidewalk Project primarily consists of roadway modifications to accommodate bicycle facilities along El Prado Boulevard, and the addition of sidewalk improvements to enhance safety, comply with current Americans with Disabilities Act (ADA) standards, and create a multi-modal facility. El Prado Blvd. is an urban neighborhood collector and the corridor is divided into two segments:

1) Segment 1 (City Project 1001930) begins at West Omar Avenue and ends at Lois Avenue and has a posted speed of 30 mph.
2) Segment 2 (City Project 1001931) begins at Lois Avenue and ends at Bayshore Boulevard and has a posted speed of 30 mph.

The FIRM shall evaluate and design buffered bicycle lanes throughout the project limits and design upgrades to existing sidewalk curb ramps, add sidewalks to fill all sidewalk gaps, and correct ADA deficiencies.

The FIRM will design, generate and deliver this project using the CITY's current native Autodesk AutoCAD Civil 3D version only. Conversions from other CADD software will not be accepted. The CITY follows the standard guidelines developed by the FDOT with the exception that the City does not support the Bentley MicroStation DGN format. See https://www.fdot.gov/cadd/default.shtm for current version of acceptable AutoCAD software, including a "FDOT C3D & AutoCAD State Kit Software". The project shall be designed, delivered and signed and sealed in compliance with these standards, following the FDOT CADD Manual located at https://www.fdot.gov/cadd/downloads/publications/caddmanualfdm/default.shtm."

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

Public Involvement:

Special Events ***(only pertains to the Lois Ave. to Bayshore Blvd. phase 443516-2)*** **– no work/ no lane closures:** Local events will be considered when implementing the Maintenance of Traffic (MOT) plan.

- Gasparilla Distance Classic
- Gasparilla Children's Parade
- Gasparilla Day Parade
- Others

HART has a Port Tampa Evacuation Route "A" on El Prado (West Shore Blvd. to Manhattan Ave.)

The Firm will provide Spanish translation of the City's Public Notice Letter in English.

Driveway Letters ***(Optional Services)***

The above Section 2.1 text constitutes the project's initial Community Awareness Plan prepared and provided by the CITY. The FIRM does not need to prepare the initial Community Awareness Plan. See Section 3.1 for implementation of the Plan and other Public Involvement aspects of the project, including which entity is responsible for each such aspect.

Other Agency Presentations/Meetings: ***See Section 3.1.11.***

Specification Package Preparation: ***The Firm shall prepare the Division II, Division III LAP Specifications,*** https://www.fdot.gov/programmanagement/implemented/lap/default.shtm, ***including Specific Provisions.***

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'.***

Limits:

- ***El Prado Boulevard from Omar Avenue to Lois Avenue (segment 1) = 0.82 miles***
- ***El Prado Boulevard from Lois Avenue to Bayshore Boulevard (segment 2) = 1.43 miles***

Typical Section: ***The mainline typical for the above segments of El Prado Boulevard is a two-lane divided roadway with a 2-foot inside shoulder, an 11-foot travel lane, and a 7-foot outside buffered bike lane in each direction.***

Pavement Design: ***Four separate pavement designs are anticipated due to varying pavement conditions that exist along the corridor. Two pavement designs shall be included within Segment 1 and two pavement designs within Segment 2.***

Access Management Classification: ***C4***

Level of TTCP Plans: 1

Design Variations/Exceptions: ***The FIRM will obtain necessary Design Variations/Exceptions that will meet current CITY, FDOT and/or Federal Highway Administration (FHWA) requirements and procedures. The following are the anticipated deficiencies that will require Design Variations/Exceptions:***

- ***Sidewalk cross slopes***
- ***Base Clearance***
- ***Space between sidewalk and parking stalls***

Selective Clearing and Grubbing: ***Yes***

2.2 Drainage (Activities 6a and 6b)

System Type: ***El Prado Boulevard is four-lane divided neighborhood collector roadway with curb and gutter and closed drainage system. This project is to provide mobility improvements along the corridor that include repurposing the outside vehicular travel lanes as bicycle lanes and improving drainage flow along the existing curb & gutter, where feasible. Additional improvements include sidewalk construction along the north side of the corridor and resilient stormwater systems, where practical, to provide stormwater treatment of the roadway where none currently exists. Repair/replacement of damaged inlets shall be included.***

The project lies within Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) map numbers 12057C0342H and 12057C0361H and portions of the project are within the floodplain. The final determination of the floodplain location and any floodplain impacts shall be the responsibility of the FIRM and shall be documented in the drainage report. There are a number of cross drains within the project limits. Extensions of these cross drains is not anticipated.

The project should not require permitting for treatment and attenuation through the water management district due to the improvements being milling and resurfacing as well as repurposing the outside travel lanes to buffered bicycle lanes and adding sidewalks.

2.3 Utilities Coordination (Activity 7)

The FIRM is responsible to certify that all necessary arrangements for utility work on this project have been made and will not conflict with the physical construction schedule. The FIRM should coordinate with CITY personnel to coordinate transmittals to Utility Companies and meet production schedules.

The FIRM shall ensure CITY's and FDOT's standards, policies, procedures, practices, and design criteria are followed concerning utility coordination.

The FIRM shall provide utility coordination and engineering design expertise. The FIRM shall identify a dedicated person responsible for managing all utility coordination activities.

The FIRM shall be responsible for managing all utility coordination, including the following:

- Assuring that Utility Coordination and accommodation is in accordance with CITY, FDOT, FHWA, and American Association of State Highway and Transportation Officials (AASHTO) standards, policies, procedures, and design criteria.
- Identify all existing utilities, resolving utility conflicts and coordinating any new installations.
- Scheduling and performing utility coordination meetings, keeping and distribution of minutes/action items of all utility meetings, and ensuring expedient follow-up on all unresolved issues.
- Distributing all plans, conflict matrixes and design changes to the affected utility owners, collecting utility work schedules and making sure that this information is properly coordinated and documented.
- Review and certify to the CITY that all Utility Work Schedules are correct and in accordance with the CITY's and FDOT's standards, policies, and procedures.

Utilities anticipated on the project: ***AT&T, Black & Veatch Tampa, Centurylink, City of Tampa Sewer, City of Tampa Transportation, City of Tampa Water, Fiberlight LLC, Frontier Communications, MCI, Spectrum Sunshine State, Tampa Airport Pipeline, Tampa Electric Company Transmission, Tampa Electric Company Distribution, TECO Lighting, TECO Fiber, TECO Peoples Gas- Tampa, Uniti Fiber LLC, Zayo Group / Formerly Lightwave.***

The Engineer of Record (EOR) for all disciplines that have the potential to affect utility facilities shall meet prior to any scheduled Utility Design Meeting to ensure that the potential conflicts are understood by the FIRM, that changes to the plans from the last submittal/Utility Design Meeting are understood, and that the project schedule and critical dates are adequately provided to the FIRM.

The FIRM shall review the draft Utility Work Schedules submitted prior to sending to the CITY for acceptance. The FIRM shall sign all of the Utility Work Schedules.

2.4 ***Environmental Permits and Environmental Clearances (Activity 8) – CRAS for entire corridor. Include Environmental Site Assessment Level 1 (ESA-1). 2 Petroleum sites on the corridor,*** https://prodenv.dep.state.fl.us/DepClnup. ***Coordination with FDOT EMO for SHPO concurrence.***

Expected permits: ***Project activities are not anticipated to involve jurisdictional wetlands or other surface waters; however, a Southwest Florida Water Management District (SWFWMD) permit modification to an existing permit or permit exemption request may be identified during design. A Section 404 permit (United States Army Corps of Engineers (USACE) or Florida Department of Environmental Protection (FDEP) is not anticipated.***

2.6 Signing and Pavement Markings (Activities 19 & 20)

The FIRM will prepare Signing and Pavement Marking plans, to include roadway striping in accordance with the approved Typical Section. Include necessary signs and striping for mid-block crossings, bicycle lanes, on-street parking, signalized intersections etc. for both sets of segments.

2.7 Signalization (Activities 21 & 22)

Intersections: ***The FIRM will prepare signalization plans to update pedestrian facilities, vehicle detection, backplates as needed at all intersections (Westshore, Manhattan, Himes, Concordia and MacDill). Signal replacement at Himes Avenue by Optional Services only.***

2.8 **Lighting (Activity 23)** – ***Coordinate with TECO and review of TECO lighting plans.***

2.9 **Landscape (Activities 25 & 26)** – ***The FIRM shall provide limited inventory of the existing landscape with limited recommendations for landscape improvements within the proposed parking areas within the commercial district only.***

2.10 Survey

Design Survey **(Activity 27a)**:

The FIRM shall set and/or recover horizontal and vertical control relative to NAD 83/90 and NAVD 88, respectively.

The FIRM shall provide 3D topographic/DTM survey extending 5' beyond the Right-of-Way (R/W) through the project limits includes establishing additional horizontal & vertical control as necessary for DTM survey on the north side of roadway only, for sidewalk design.

Survey information shall be provided in native Autodesk Civil 3D formats, compatible to the version currently used by the CITY and utilizing the Survey Section's Civil 3D template. Conversions from non-AutoCAD software will not be accepted.

All features and improvements shall be labeled with sufficient frequency and in such a manner that positive identification can be easily made.

Subsurface Utility Exploration **(Activity 27b)**:

The FIRM shall provide Subsurface Utility Excavation (SUE) services as follows. 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.

Right-of-Way Survey:

The FIRM shall provide project ROW lines within the Commercial District which extends from Manhattan Avenue to Lois Avenue. City will provide any existing available information.

Vegetation Survey:

Tree survey to be included in areas where full topographic survey is performed and include species and Diameter at Breast Height (DBH) sizes. No other vegetation survey needed.

2.17 Geotechnical (Activity 35)

The FIRM shall perform hand augers for SHWT and SPT borings for drainage structures.

2.19 Project Schedule

Within ten (10) days after the Notice-To-Proceed, and prior to the FIRM beginning work, the FIRM shall provide a detailed project activity/event schedule for CITY and FIRM scheduled activities required to meet the current CITY and FDOT Production Date. For the purpose of scheduling, the FIRM shall allow for a four (4) week review time for each phase submittal and any other submittals

as appropriate.

The schedule shall indicate all required submittals.

Periodically, throughout the life of the contract, the project schedule shall be reviewed, and with the approval of the CITY, adjusted as necessary to incorporate changes in the Scope of Services, ***project milestones*** and progress to date.

The approved schedule and schedule status report shall be submitted with the monthly progress report.

The schedule shall be submitted in a CITY system-compatible format.

The above schedule submittal shall reflect project-specific input from each affected CITY discipline. The FIRM shall be responsible for ensuring that such input is received and reviewed with the CITY Project Manager in advance.

2.20 Submittals

The FIRM shall furnish construction contract documents electronically as required by the CITY to adequately control, coordinate, and approve the work concepts and support a full electronic advertisement, bidding & letting process for construction. The FIRM shall distribute submittals as directed by the CITY. The Firm shall distribute Native ACAD construction plan files; Word and 'portable document format' (.pdf) as required. Files to be electronically signed and sealed for Final submittal. The Firm EOR shall execute Utility Relocation Schedules and distribute to UAOs after City Project Manager execution.

2.21 Provisions for Work

All work shall be prepared with English units in accordance with the latest editions of standards and requirements utilized by the CITY which include, but are not limited to, publications such as:

- General
  - Title 29, Part 1910, Standard 1910.1001, Code of Federal Regulations (29 C.F.R. 1910.1001) – Asbestos Standard for Industry, U.S. Occupational Safety and Health Administration (OSHA)
  - 29 C.F.R. 1926.1101 – Asbestos Standard for Construction, OSHA
  - 40 C.F.R. 61, Subpart M - National Emission Standard for Hazardous Air Pollutants (NESHAP), Environmental Protection Agency (EPA)
  - 40 C.F.R. 763, Subpart E – Asbestos-Containing Materials in Schools, EPA
  - 40 C.F.R. 763, Subpart G – Asbestos Worker Protection, EPA
  - Americans With Disabilities Act (ADA) Standards for Accessible Design
  - AASHTO – A Policy on Design Standards Interstate System
  - AASHTO – Roadside Design Guide
  - AASHTO – Roadway Lighting Design Guide
  - AASHTO – A Policy for Geometric Design of Highways and Streets
  - AASHTO – Highway Safety Manual
  - Rule Chapter 5J-17, Florida Administrative Code (F.A.C.), Standards of Practice for Professional Surveyors and Mappers
  - Chapter 469, Florida Statutes (F.S.) – Asbestos Abatement
  - Rule Chapter 62-257, F.A.C., Asbestos Program
  - Rule Chapter 62-302, F.A.C., Surface Water Quality Standards
  - Code of Federal Regulations (C.F.R.)
  - Florida Administrative Codes (F.A.C.)
  - Chapters 20, 120, 215, 455, Florida Statutes (F.S.) – Florida CITY of Business & Professional Regulations Rules
  - Florida CITY of Environmental Protection Rules
  - FDOT Basis of Estimates Manual
  - FDOT Computer Aided Design and Drafting (CADD) Manual

- FDOT Standard Plans
- FDOT Flexible Pavement Design Manual
- FDOT - Florida Roundabout Guide
- FDOT Handbook for Preparation of Specifications Package
- FDOT Standard Plans Instructions
- FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways ("Florida Greenbook")
- FDOT Materials Manual
- FDOT Pavement Type Selection Manual
- FDOT Design Manual
- FDOT Procedures and Policies
- FDOT Procurement Procedure 001-375-030, Compensation for FIRM Travel Time on Professional Services Agreements
- FDOT Project Development and Environmental Manual
- FDOT Project Traffic Forecasting Handbook
- FDOT Public Involvement Handbook
- FDOT Rigid Pavement Design Manual
- FDOT Standard Specifications for Road and Bridge Construction
- FDOT Utility Accommodation Manual
- Manual on Speed Zoning for Highways, Roads, and Streets in Florida
- Federal Highway Administration (FHWA) - Manual on Uniform Traffic Control Devices (MUTCD)
- FHWA – National Cooperative Highway Research Program (NCHRP) Report 672, Roundabouts: An Informational Guide
- FHWA Roadway Construction Noise Model (RCNM) and Guideline Handbook
- Florida Fish and Wildlife Conservation Commission - Standard Manatee Construction Conditions 2005
- Florida Statutes (F.S.)
- Florida's Level of Service Standards and Guidelines Manual for Planning
- Model Guide Specifications – Asbestos Abatement and Management in Buildings, National Institute for Building Sciences (NIBS)
- Quality Assurance Guidelines
- Safety Standards
- Any special instructions from the CITY

- Roadway
  - FDOT – Florida Intersection Design Guide
  - FDOT - Project Traffic Forecasting Handbook
  - FDOT - Quality/Level of Service Handbook
  - Florida's Level of Service Standards and Highway Capacity Analysis for the SHS
  - Transportation Research Board (TRB) - Highway Capacity Manual
- Permits
  - Chapter 373, F.S. – Water Resources
  - US Fish and Wildlife Service Endangered Species Programs
  - Florida Fish and Wildlife Conservation Commission Protected Wildlife Permits
  - Bridge Permit Application Guide, COMDTPUB P16591.3C
  - Building Permit
- Drainage
  - FDOT Drainage ***Design Guide***
  - FDOT Drainage Manual
  - FDOT Erosion and Sediment Control Manual
  - FDOT Drainage Connection Permit Handbook
  - FDOT Bridge Scour Manual
- Survey and Mapping
  - All applicable Florida Statutes and Administrative Codes
  - Applicable Rules, Guidelines Codes and authorities of other Municipal, County, State and Federal Agencies.

- Florida CITY of Transportation Surveying and Mapping Procedure Topic 550-030-101
- Florida CITY of Transportation Surveying and Mapping Handbook
- Florida CITY of Transportation Right of Way Procedures Manual

- Traffic Engineering and Operations and ITS
  - AASHTO - An Information Guide for Highway Lighting
  - AASHTO - Guide for Development of Bicycle Facilities
  - FHWA Standard Highway Signs Manual
  - FDOT Manual on Uniform Traffic Studies (MUTS)
  - FDOT Median Handbook
  - FDOT Traffic Engineering Manual
  - National Electric Safety Code
  - National Electrical Code
- Florida's Turnpike Enterprise
  - Florida's Turnpike Plans Preparation and Practices Handbook (TPPPH)
  - Florida's Turnpike Lane Closure Policy
  - Florida's Turnpike Drainage Manual Supplement
  - Rigid Pavement Design Guide for Toll Locations with Electronic Toll Collection
  - Flexible Pavement Design Guide for Toll Locations with Electronic Toll Collection
  - Florida's Turnpike General Tolling Requirements (GTR)
  - Additional Florida's Turnpike Enterprise standards, guides, and policies for design and construction can be found on the FTE Design Website: http://design.floridasturnpike.com
- Traffic Monitoring
  - American Institute of Steel Construction (AISC) Manual of Steel Construction, referred to as "AISC Specifications"
  - American National Standards Institute (ANSI) RP-8-00 Recommended Practice for Roadway Lighting
  - AASHTO AWS D1.1/ANSI Structural Welding Code – Steel
  - AASHTO D1.5/AWS D1.5 Bridge Welding Code
  - FHWA Traffic Detector Handbook
  - FDOT General Interest Roadway Data Procedure
  - FHWA Traffic Monitoring Guide
  - FDOT's Traffic/Polling Equipment Procedures
- Structures
  - AASHTO Load and Resistance Factor Design (LRFD) Bridge Design Specifications and Interims
  - AASHTO LRFD Movable Highway Bridge Design Specifications and Interims
  - AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, and Interims.
  - AASHTO/-AWS-D1. 5M/D1.5: An American National Standard Bridge Welding Code
  - AASHTO Guide Specifications for Structural Design of Sound Barriers
  - AASHTO Manual for Condition Evaluation and Load and Resistance Factor Rating (LRFR) of Highway Bridges
  - FDOT Bridge Load Rating Manual
  - FDOT Structures Manual
  - FDOT Structures Design Bulletins (available on FDOT Structures web site only)
- Geotechnical
  - FHWA Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Specifications
  - Manual of Florida Sampling and Testing Methods
  - Soils and Foundation Handbook
- Landscape Architecture
  - Florida CITY of Agriculture and Consumer Services Grades and Standards for Nursery Plants

3 PROJECT COMMON AND PROJECT GENERAL TASKS

PROJECT COMMON TASKS

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

Cost Estimates: The FIRM shall be responsible for producing an Engineer's Estimate using FDOT format, to be updated and accompany each phase submittal, when scope changes occur, at production milestones of the project, for the annual Work Program Update Cycle, and when directed by the CITY Project Manager. Prior to 60% plans or completion of quantities, the FDOT's Long Range Estimate (L.R.E.) system shall be used to produce a conceptual estimate, according to District policy. A Summary of Pay Items sheet shall be prepared with all required Plans submittals as required. Each Engineer's Estimate and LRE submittal shall be accompanied by an equal number of copies of the Preliminary Project Report (PPR) updated by the FIRM in the FDOT standard format, including the updated Record Page.

Construction Duration: The FIRM shall develop an estimate of construction contract duration based on FDOT guidelines. This estimate shall be based on quantities per Temporary Traffic Control Plan (TTCP) phase and submitted to the City with the 100% submittal.

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. The FIRM shall provide Divisions II LAP "Big 4" plus Specific Provisions.

A Technical Special Provision shall not modify the first nine sections of the Standard Specifications and implemented modifications in any way. All modifications to other sections must be justified to the appropriate District Specifications Office to be included in the project's specifications package.

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 ***shall*** be submitted to the District Specifications Office for initial review at the time of the Phase III plans review submission to the CITY's Project Manager. This timing ***shall*** allow for adequate processing time prior to final submittal. The Technical Special Provisions ***shall*** be reviewed for suitability in accordance with the Handbook for Preparation of Specification Packages. 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.

The FIRM shall contact the appropriate District Specifications Office for details of the current format to be used before starting preparations of Technical Special Provisions.

Modified Special Provisions: The FIRM shall provide Modified Special Provisions as required by the project. Modified Special Provisions are defined in the Specifications Handbook.

A Modified Special Provision shall not modify the first nine sections of the Standard Specifications and implemented modifications in any way. All modifications to other sections must be justified to the appropriate District and Central Specifications Offices to be included in the project's specifications package.

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

Technical Meetings: The FIRM shall attend all technical meetings necessary to execute the Scope of Services of this contract. This includes meetings with CITY and/or Agency staff, between disciplines and subconsultants, such as access management meetings, pavement design meetings, local governments, railroads, airports, progress review meetings (phase review), and miscellaneous meetings. The FIRM shall prepare, and submit to the CITY's Project Manager for review, the meeting minutes for all meetings attended by them. The meeting minutes are due within five (5) days of attending the meeting.

The FIRM shall coordinate with the CITY Project Manager to arrange a Local Government Coordination

Meeting for discussion of the plans and solicitation of local government input. The meeting shall coincide with a Plans Phase Submittal or other submittal as directed by the CITY's Project Manager. As a minimum, attendees shall include the Project Manager, local government representatives (preferably Director of Public Works/Municipal Engineer level) and the FIRM. The FIRM, via the CITY's Project Manager, shall give adequate advance notification to the CITY's District Public Information Office of the meeting's time, date, place and participants, so that local elected officials are aware of the meeting. The FIRM shall prepare timely meeting minutes for attendee approval, so that all parties are aware of project expectations and limitations.

Quality Assurance/Quality Control (QA/QC): It is the intention of the CITY that design FIRMS, including their subconsultant(s) are held responsible for their work, including plans review. The purpose of FIRM plan reviews is to ensure that FIRM plans follow the plan preparation procedures outlined in the FDOT Design Manual, that state and federal design criteria are followed with the CITY concept, and that the FIRM submittals are complete.

It is the FIRM'S responsibility to independently and continually QC their plans and other deliverables. The FIRM should regularly communicate with the CITY's Design Project Manager to discuss and resolve issues or solicit opinions from those within designated areas of expertise.

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 under this contract.

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 prepared as part of the contract. The FIRM shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan shall be one specifically designed for this project. The FIRM shall submit a Quality Control Plan for approval within twenty (20) business days of the written Notice to Proceed, and it shall be signed by the FIRM's Project Manager and the FIRM QC Manager. The Quality Control Plan shall include the names of the FIRM's staff that will perform the quality control reviews. The Quality Control reviewer shall be a Florida Licensed Professional Engineer fully prequalified under F.A.C. 14-75 in the work type being reviewed. A marked up set of prints from a Quality Control Review indicating the reviewers for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, lighting, landscape, surveys, etc.) and a written resolution of comments on a point-by-point basis will be required, if requested by the CITY, with each phase submittal. The responsible Professional Engineer, Landscape Architect, or Professional Surveyor & Mapper that performed the Quality Control review ***shall*** sign a statement certifying that the review was conducted and found to meet required specifications.

The FIRM shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications, and/or other products and services.

Independent Peer Review: N/A

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

Project General Tasks, described in Sections 3.1 through 3.7 below, represent work efforts that are applicable to the project as a whole and not to any one or more specific project activity. The work described in these tasks shall be performed by the FIRM when included in the project scope.

3.1 Public Involvement

Public Involvement, of which Community Awareness is a component, 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) business days prior to printing and/or distribution.

The FIRM shall provide Spanish translation, of City generated Public Notifications letters, four weeks prior to scheduled meeting date.

3.1.1 Community Awareness Plan

The project's initial Community Awareness Plan has been prepared by the CITY and provided in the text of Section 2.1 of this Scope of Services. The FIRM does not need to prepare the initial Plan, although the Plan shall be reviewed and updated periodically by the FIRM throughout the life of the project as directed by the CITY. The following Section 3.1 subsections cover implementation of the Community Awareness Plan and other aspects of Public Involvement, including which entity is responsible for each such aspect.

3.1.2 Notifications

3.1.5 Driveway Modification Letters – ***Optional Services***

3.1.8 PowerPoint Presentations

3.1.9 Public Meeting Preparations

3.1.10 Public Meeting Attendance and Follow-up

3.1.12 Web Site – ***The FIRM shall provide requested info to the City for the City's project web page.***

3.3 Specifications & Estimates

The FIRM shall prepare and provide a specifications package in accordance with the FDOT's Procedure Topic No. 630-010-005 Specifications Package Preparation and the Specifications Handbook. The FIRM shall have successfully completed the Specifications Package Preparation Training and will be responsible for preparing the Specifications Package for the project. The Specifications Package shall be prepared using the FDOT's LAP Specs on the Web application plus the City Specific Provisions. 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 specifications package must be submitted for review to the City who will subsequently submit to the FDOT for ERC review as required by the District Specs Office and the FDOT LAP Office. This submittal does not require signing and sealing and shall be coordinated through the District's Project Manager. The FIRM shall coordinate with the CITY on the submittal requirements, but at a minimum shall consist of (1) the complete Division II and Division III specifications package, (2) a copy of the marked-up workbook used to prepare the package, and (3) a copy of the final project plans.

Final submittal of the specifications package must occur at least ten (10) working days prior to the contract package to Tallahassee due date. This submittal shall be digitally signed, dated, and sealed in accordance with applicable Florida Statutes.

3.4 Contract Maintenance and Project Documentation

Contract maintenance includes project management effort for complete setup and maintenance of files, electronic folders and documents, developing technical monthly progress reports and schedule updates. Project documentation includes the compilation and delivery of final documents, reports or calculations that support the development of the contract plans, including uploading files to Electronic Document Management System (EDMS) or Project Suite Enterprise Edition (PSEE) and/or Electronic Review Comments (ERC).

3.6 Prime FIRM Project Manager Meetings

Includes the FIRM's time for travel and attendance at Activity Technical Meetings and other meetings listed in the meeting summary for Task 3.6 on tab 3.0 Project General Task of the staff hour forms. Staff hours for other personnel attending Activity Technical Meetings are included in the meeting task for that specific Activity.

3.7 Plans Update (Optional Services)

The effort needed for Plans Update services will vary from project to project, depending on size and complexity of the project, as well as the duration of time spent "on the shelf."

3.8 Post Design Services (Optional Services)

The FIRM shall provide qualified representation during the Bidding Phase to deal with issues concerning the intent and interpretation of the construction plans and specifications. The FIRM shall reply in a timely manner to bid RFIs and CITY requests for addenda plan revisions. The FIRM shall prepare bid packages consisting of plans, permits, Utility Relocation Schedules, Specific Provisions and specifications to be included in the CITY's bid packages. The FIRM shall respond to Requests for Information (RFIs). Services may include, but not be limited to, plan updates, engineering assistance, and review/evaluation/analysis of the bids to include balancing. The FIRM will assist the CITY in evaluation of bids. The FIRM will prepare and provide an EOR statement of balanced bids to the CITY.

The FIRM shall provide services that may include, but are not limited to, meetings, construction assistance, plans revisions, shop drawing review, survey services, and as-built drawings. These services are not intended for instances of FIRM errors and/or omissions.

3.9 Digital Delivery

The FIRM shall deliver final contract plans and documents in digital native AutoCAD format. The final contract 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 Railroad, Transit and/or Airport Coordination

The FIRM shall coordinate with CSXT Railroad.

3.11.1 Aeronautical Evaluation

Utilize the utilize the FAA's Notice Criteria Tool for public roadway, Obstruction Evaluation / Airport Airspace Analysis (OE/AAA) (faa.gov), to determine if project meets the requirements to file. Firm to be responsible for initial FAA notice, if required.

3.12 Landscape and Existing Vegetation Coordination – Yes

3.13 Other Project General Tasks

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

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

The FIRM shall provide an approved Typical Section Package prior to the first plans submittal.

4.3 Pavement Design Package

The FIRM shall provide a Pavement Design Package prior to the 60% Submittal. The FIRM will provide a pavement design for milling and resurfacing the roadway. Four separate pavement designs are anticipated due to varying existing pavement conditions.

4.5 Horizontal/Vertical Master Design Files

The FIRM shall use the Standard Plans that are most appropriate with proper consideration given to design consistency and driver expectancy, aesthetics, existing vegetation to be preserved, pedestrian and bicycle concerns, ADA requirements, and scope of work. Includes curb ramp modifications, reprofiling, and raised mid-block crosswalks (no raised intersections). Driveway modifications under Optional Services.

4.9 Cross Section Design Files

The FIRM shall establish and develop cross section design files in accordance with the FDOT Design Manual (FDM).

4.10 Temporary Traffic Control (TTCP) Analysis

The FIRM shall design a safe and effective Level I Temporary Traffic Control Plan (TTCP) 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 detour quantity tabulations. The Temporary TTCP shall be prepared by a certified designer who has completed training as required by the CITY. Before proceeding with the TTCP, 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 Temporary Traffic Control Plan efforts.

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, and transit agency routes and features. Affected transit agencies shall be notified in advance about bus route lane closures and detours via the CITY. Lane closure calculations are not required; will be provided by contractor, if necessary.

4.12 Selective Clearing and Grubbing

The FIRM's project landscape architect/certified arborist shall perform coordination with the CITY, the design discipline leads and utility coordinator with the intent to maximize the protection and preservation of existing trees and vegetation within the project limits. Where impacts to existing trees and vegetation are unavoidable due to proposed improvements, coordinate with design discipline leads to minimize impacts and develop alternatives for replacement of trees and vegetation in accordance with the applicable sections of the City of Tampa code of ordinances.

4.14 Design Variations and Exceptions

If available, the CITY shall furnish the Variation/Exception Report. The FIRM shall prepare the documentation necessary to gain FDOT and CITY approval of all appropriate Design Variations and/or Design Exceptions before the first plans submittal. The following are the anticipated deficiencies that will require Design Variations/Exceptions:

- Sidewalk cross slopes

- Base Clearance
- Space between sidewalk and parking stalls

4.15 Design Report

The FIRM shall prepare the ADA Conditions Assessment Report only (no Project Design Documentation). Report shall be delivered as a signed and sealed pdf file.

4.16 Quantities for EQ Report

Not using Open Roads Designer (ORD) or Estimated Quantities (EQ) Report. Instead, developing Summary of Pay Items and Summary of Quantities tables and sheets.

4.17 Cost Estimate

Cost estimates to be updated at each phase submittal, as necessary for bidding and per FDOT.

4.18 Technical Special Provisions and Modified Special Provisions

Anticipate two TSP/MSP modifications.

4.20 Field Reviews

4.22 Technical Meetings

4.23 Quality Assurance/Quality Control

4.25 Supervision

4.26 Coordination

5 ROADWAY PLANS

The FIRM shall prepare Roadway, Temporary 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

5.1a Signatures Sheet

5.1b Summary of Pay Items/Quantities including column for LAP Participating/Non-Participating

5.2 Typical Section Sheets

5.2.1 Typical Sections

5.3 General Notes/Pay Item Notes

5.7 Plan Sheet

5.8 Special Profile

Assume special gutter profiles (reprofiling) at 4 locations (2 in each segment). Driveway profiles to be negotiated separately under Optional Services.

5.15 Roadway Soil Survey Sheet(s)

5.16 Cross Sections

5.19 Temporary Traffic Control Detail Sheets

5.20 Utility Adjustment Sheets

Only in select areas, not entire length of project. Minor valve or manhole adjustments to be shown in roadway plans.

5.21 Selective Clearing and Grubbing Sheet(s)

Tree Removal, Protection and Pruning Sheets. Data tables, tree preservation, removal and pruning will be depicted on the plan sheets. These sheets will depict which existing trees and vegetation are to be removed within the project limits due to unavoidable conflicts with the proposed improvements.

5.21.2 Selective Clearing and Grubbing Details

Prepare details for tree preservation, root pruning and canopy pruning and notes describing the work.

5.23 Project Control Sheets

5.25 Utility Verification Sheet(s) (SUE Data)

Reflect SUE data on Utility Adjustment Sheets.

5.26 Quality Assurance/Quality Control

5.27 Supervision

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

6a.8 Design of Floodplain Compensation

The Firm shall perform verification of floodplain elevation only.

6a.9 Design of Storm Drains

Delineate contributing drainage areas, determine runoff, inlet locations, and spread.

6a.13 Drainage Design Documentation Report

Memorandum to document spread analysis only (No Exhibits).

6a.17 Cost Estimate

6a.18 Technical Special Provisions / Modified Special Provisions

Estimate one TSP modification.

6a.20 Existing Permit Analysis

6a.23 Field Reviews

6a.24 Technical Meetings

6a.26 Quality Assurance/Quality Control

6a.28 Supervision

6a.29 Coordination

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.3 Drainage Structures

6b.8 Erosion Control Plan Sheet(s)

6b.9 SWPPP Sheet(s)

6b.10 Quality Assurance/Quality Control

6b.11 Supervision

7 UTILITIES

The FIRM shall identify utility facilities, 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. ***This effort includes the coordination for two sets of plans (FPIDs 443516-1 and 443516-2) but under the assumption that the schedule for both projects is the same and both sets of plans will be sent at the same time for each of the two Utility Contacts.***

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.

7.3 Make Utility Contacts

First Contact: The FIRM shall send letters and an electronic set of preliminary 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 request the voltage level for power lines in the project area.

Second Contact: At a minimum of 4 weeks prior to the meeting, the FIRM shall send letters, plans, utility conflict Matrix to each of the UAO(s) including one set to the City project manager. Includes contact by phone for meeting coordination. Request type, size, location, easements, relocation schedules/plans (RGB/UWS). Request the voltage level for power lines in the project area. Include the design schedule.

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, standard or selective clearing and grubbing work, and assist in the development of the UAO(s) plans and work schedules. The FIRM shall coordinate with 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.

7.9 Utility Design Meeting

The FIRM shall schedule (time and place), notify participants, and conduct a Utility meeting with all affected UAO(s). The FIRM shall be prepared to discuss impacts to existing trees/vegetation and proposed landscape, drainage, traffic signalization, temporary traffic control plans (TTCP) (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 Legal Office, discuss with each UAO the utility work by highway contractor option, 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 TTCP 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. Also, 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 three (3) days. See Task 4.5 (Horizontal/Vertical Master Design Files) and Task 4.9 (Cross Section 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 as they are received for content and coordinate review with the designer. Send color markups and schedules to the appropriate CITY office(s) for review and comment if required by the CITY. Coordinate with the CITY for execution. Distribute Executed Final Documents. Prepare Work Order for UAO(s).

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, etc. to motivate 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 compare utility schedules *to* construction contract time and phasing for compatibility. Coordinate with and obtain written concurrence from the CITY's construction office. See ***Section*** 4.5 (Horizontal/Vertical Master Design Files) and Section 4.9 (Cross Section Design Files) for utility conflict identification and adjustments.

7.13 Additional Utility Services – *Optional Services.*

Impacts to CITY facilities are not anticipated at this time. However, if Design Services are required to adjust conflicting CITY Public Utilities, Optional Services may be negotiated for the FIRM to render these services.

7.16 Certification/Close-Out

The FIRM shall certify to the appropriate CITY representative the following:

All utility negotiations (approved Utility Work Schedules, Technical Special Provisions or Modified 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

Plans were sent to the Utility Companies/Agencies and no utility work is required.

8 ENVIRONMENTAL PERMITS AND CLEARANCES

8.12 Other Environmental Permits

Request for SWFWMD permit exemption de minimus determination.

8.14 Preparation of Environmental Clearances and Re-evaluations – *(Optional Services)*

8.14.1 NEPA or SEIR Reevaluation *(Optional Services)*

Under Optional Services, the FIRM will compile information and document for transmittal to FDOT Environmental Administrator for the Type 1 Categorical Exclusion and will enter all data into FDOT SWEPT system and coordinate with FDOT on the submissions. Assumes no 4(f) adverse effects will be found in the CRAS.

8.14.2 Archaeological and Historical Resources *(Optional Services)*

Under Optional Services, the Firm shall perform a Cultural Resource Assessment (CRAS) for entire project length, including City and FDOT EMO coordination, submittals, responses to review comments to achieve SHPO approval.

8.17 Technical Meetings

8.18 Quality Assurance/Quality Control

8.19 Supervision

8.20 Coordination

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.

19.3 Signing and Pavement Marking Master Design File

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

19.7 Quantities

19.11 Field Reviews

The FIRM shall conduct field reviews of the project. This includes all trips required to obtain necessary data for all elements of the project.

19.13 Quality Assurance/Quality Control

19.15 Supervision

19.16 Coordination

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

20.3 Tabulation of Quantities

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 FDOT.

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'.

20.7 Typical Details

20.14 Quality Assurance/Quality Control

20.15 Supervision

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.

21.5 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.

21.10 Quantities

21.14 Field Reviews

The FIRM shall collect information from the maintaining agencies and conduct a field review.

21.15 Technical Meetings

21.16 Quality Assurance/Quality Control

21.18 Supervision

21.19 Coordination

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

22.3 Tabulation of Quantities

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 FDOT.

22.5 Plan Sheet

22.9 Special Details

22.15 Utility Conflict Sheet

22.17 Quality Assurance/Quality Control

22.18 Supervision

23 LIGHTING ANALYSIS

23.13 Technical Meetings

Coordinate with TECO and review of TECO lighting plans.

25 LANDSCAPE ANALYSIS

The FIRM shall perform landscape analysis tasks to assess the existing conditions and the proposed improvements. Tasks include landscape design for the commercial district parking improvements and design for any replacement trees required for trees that are to be removed due to conflicts with the proposed improvements. Includes coordination with design discipline leads such as roadway, drainage, utilities, signing, and lighting. Includes coordination with existing and/or proposed underground and overhead utilities including but not limited to lighting, drainage, force mains, potable water, and fiber optic cable.

Landscaping for existing medians is not included, and since bioswales are not proposed, landscape design that would be associated with bioswales is also not included. These items will require additional services if requested by the CITY.

25.1 Data Collection

All research required to collect data necessary to complete the initial design analysis. Includes identifying applicable local ordinances and collection of other project data, assembling design information.

25.2 Site Inventory and Analysis

Includes identification of opportunities and constraints for the proposed landscape project based on existing site conditions and proposed improvements. Determine areas suitable for landscape plants based on commercial parking lot design configuration.

25.3 Planting Design

25.3a Conceptual Planting Design

The Firm will perform the Conceptual and Final planting design within the commercial district parking area only.

25.3a2 Mainline

Assumes design for landscaping in the commercial district parking area only.

25.3b Final Planting Design

25.3b2 Mainline

Includes identifying the species/type, size, location, spacing, and quality of all plants. Tasks include development of landscape design enhancements for parking areas, curb bulb-outs and pedestrian crosswalks in the commercial district only. The design will be submitted at Phase III (90%) and Phase IV (100%).

25.7 Quantities for EQ Report

Not using ORD or EQ Report. This effort applied to developing Pay Items and Summary of Quantities tables and sheets. Quantities for plants, mulch, soil, backfill and incidental items included in the installation costs.

25.8 Cost Estimates

One estimate at 60%, and updates at 90% and 100% design phases.

25.9 Technical Special Provisions and Modified Special Provisions

Prepare technical specification for landscaping based on the City's standard specifications language.

25.13 Field Reviews

25.14 Technical Meetings / Public Meetings

25.15 Quality Assurance/Quality Control

25.17 Supervision

25.18 Project Coordination

25.19 Interdisciplinary Coordination

26 LANDSCAPE PLANS

The FIRM shall prepare a set of Landscape Plans in accordance with all applicable manuals, guidelines, standards (City Standards), handbooks, procedures, and current design memorandums.

26.1 Key Sheet

26.2 Plant Schedule

26.3 General Notes

26.5 Planting Plans For Linear Roadway Projects

Prepare landscape plans for commercial district parking area only. Medians are not included.

26.7 Planting Details and Notes

Prepare details and notes for commercial district parking area only. Medians are not included.

26.14 Quality Assurance/Quality Control

26.15 Supervision

27 SURVEY

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

All field survey work performed by the FIRM will be submitted to the CITY in an appropriate type. Hand drawings may be acceptable to the CITY in certain situations, which will either be specified in the PROJECT requirements, below, or approved in writing prior to submission. The FIRM will submit all survey notes and computations; the field books shall be certified by the surveyor in responsible charge of work being performed before the final survey is submitted.

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

Collection of survey data will not be acceptable to the CITY using:

- Light Detection and Ranging (LiDAR), either ground or aerially produced; scanners (unless collecting data in unreachable locations, such as the underside of bridge structures, and only then with written permission from the CITY to the FIRM to utilize said scanner(s), or global positioning system (GPS).

  GPS will only be used by the FIRM in conjunction with establishing control or traverse points to produce data in the required NAD 83/90 datum.

  Right-of-way mapping shall be performed within the Commercial District which extends from Manhattan Avenue to Lois Avenue by the FIRM in accordance with CITY Standards. The following tasks are included:

- Elements of R/W Mapping may include, but are not limited to, determination and/or verification of deeded, maintained, and dedicated rights of way and/or easements previously acquired or used for appurtenant roadway facilities (mainline corridor and/or side streets), R/W maps, legal descriptions, and parcel sketches.
- FIRM shall map existing, and CITY provided maintained R/W. Areas where R/W is determined to be by maintenance and no record information exists will require CITY involvement and is not part of this scope.

- Manhattan Ave. and north side sidewalk area by traditional survey.

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.

Provide 3D topographic/DTM survey extending from the southerly edge of pavement of El Prado to 5' beyond the R/W and through the project limits excluding detailed survey of the medians. Includes establishing additional horizontal & vertical control as necessary for DTM survey; includes MES structures & open-ended pipes; includes 4" & greater trees (species and DBH) to 20' beyond R/W.

Survey information shall be provided in native AutoCAD format, compatible to the version currently used by the CITY and utilizing the Survey Section's Civil 3D template. Conversions from non-AutoCAD software will not be accepted.

All features and improvements shall be labeled with sufficient frequency and in such a manner that positive identification can be easily made.

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. Perform drainage survey including pipe type, location, size and flow line elevations. If drainage system branches off the main line, survey should be extended to the next structure.

27.18 Geotechnical Support

Perform three-dimensional (X, Y, Z) field location, or stakeout, of boring sites established by the geotechnical engineer. Includes field edits, analysis and processing of all field collected data and/or reports.

27.19 Sectional / Grant Survey

Recover section corners, as needed, to assist with calculating the existing R/W, at the Commercial District only.

27.20 Subdivision Location

Recover block corners to assist with calculating the existing R/W, at the Commercial District only.

27.25 Right-of-Way Monumentation - *Optional Services for post-construction*

27.27 Work Zone Safety

Provide work zone as required by CITY standards.

27.33 Field Review

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

27.35 Quality Assurance/Quality Control (QA/QC)

Establish and implement a QA/QC plan which includes FIRM review, response to comments, any resolution meetings if required, and preparation of submittals for review, etc.

27.36 Supervision

Perform all activities required to supervise and coordinate project. These activities must be performed by the project supervisor, a Florida P.S.M. or their delegate as approved by the CITY.

27.37 Coordination

Coordinate survey activities with other disciplines and any and all adjacent FIRMs so as to produce a final and complete survey product for the project described herein. These activities must be performed by the project supervisor, a Florida P.S.M. or their delegate as approved by the CITY.

35 GEOTECHNICAL

35.1 Document Collection and Review

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, a review of the U.S.G.S., S.C.S. and potentiometric maps will be performed, and identify areas with problematic soil and groundwater conditions

35.2 Develop Detailed Boring Location Plan

Develop a detailed boring location plan and send to CITY Project Manager for boring plan approval. A geotechnical investigation for proposed sidewalks to the north. Assuming roadway boring spacing of 500 LF about seventeen (17) hand auger borings to six (6) feet. Four (4) SPT borings to a depth of fifteen (15) feet will be performed for the proposed pipe.

35.3 Stake Borings/Utility Clearance

A geotechnical investigation for proposed sidewalks to the north. Assuming roadway boring spacing of 500 LF about seventeen (17) hand auger borings to six (6) feet. Four (4) SPT borings to a depth of fifteen (15) feet will be performed for the proposed pipe.

35.10 Coordination of Field Work

Coordination all filed work required to provide geotechnical data for the project.

35.11 Soil and Rock Classification – Roadway

Classify soil samples and refine soil profiles recorded in the field, based on results of laboratory testing.

35.13 Laboratory Data

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

35.14 Seasonal High Water Table

Review the encountered ground water levels and estimate seasonal high ground water levels.

35.23 Preliminary Roadway Report

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

35.24 Final Report

35.25 Auger Boring Drafting

Draft auger borings as directed by the City.

35.26 SPT Boring Drafting

Draft SPT Borings as directed by the City.

35.51 Field Reviews

35.52 Technical Meetings

35.53 Quality Assurance/Quality Control

35.54 Supervision

35.55 Coordination

37 PROJECT REQUIREMENTS

37.1 Liaison Office

The CITY and the FIRM shall designate a Liaison Office and a Project Manager who shall be the representative of their respective organizations for the Project. While it is expected the FIRM shall seek and receive advice from various state, regional, and local agencies, the final direction on all matters of this project remain with the CITY Project Manager.

37.2 Key Personnel

The FIRM's work shall be performed and directed by the key personnel identified in the proposal presentations by the FIRM. Any changes in the indicated personnel shall be subject to review and approval by the CITY.

37.3 Progress Reporting

The FIRM shall meet with the CITY as required and shall provide a written monthly progress report with approved schedule, schedule status, and payout curve or by using the earned value method that describe the work performed on each task. The report will include assessing project risk through monthly documentation of identifying and updating the risk category and approach for monitoring those tasks. Invoices shall be submitted after the CITY approves the monthly progress report and the payout curve or with earned value analysis. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

37.4 Correspondence

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

37.5 Professional Endorsement

The FIRM shall have a Licensed Professional Engineer in the State of Florida sign and seal all reports, documents, Technical Special Provisions, Modified Special Provisions and plans as required by CITY standards.

37.6 Computer Automation

The project shall be developed utilizing native AutoCAD (Computer Aided Drafting) systems. The CITY makes available software to help assure quality and conformance with policy and procedures regarding CADD. It is the responsibility of the FIRM to meet the requirements in the CITY's CADD Manual and CADD Production Criteria Handbook (including the minimum 95% compliance threshold for all design files). The FIRM shall submit final documents and files as described therein.

37.7 Coordination With Other FIRMs

The FIRM shall coordinate their work with any and all adjacent and integral FIRMs so as to effect complete and homogenous plans and specifications for the project(s) described herein.

37.8 Optional Services

At the CITY's option, the FIRM may be requested to provide Optional Services. The fee for these services shall be negotiated in accordance with the terms detailed in Exhibit B, Method of Compensation, for a fair, competitive and reasonable cost, considering the scope and complexity of the project(s). Additional services may be authorized by a Supplemental Amendment in accordance with paragraph 2.00 of the Standard FIRM Agreement. The additional services may include, but are not limited to, Construction Assistance, Review of Shop Drawings, Plans Update, Expert Witness Testimony, or other Services noted as Optional Services herein.

End of Scope of Services

8/25/2021

EXHIBIT B

El Prado Blvd. Complete Streets and Sidewalk Project

Contract 21-D-00016

FEE SCHEDULE

Task (Activity No.)	Activity	AECOM	Native	FDA	Valerin	ECHO	AREHNA	Total
3	Project Common and General Tasks	$73,387.29	$23,953.44		$23,733.00			**$121,073.73**
4	Roadway Analysis	$164,400.15	$96,372.80					**$260,772.95**
5	Roadway Plans	$31,366.35	$22,998.20					**$54,364.55**
6a	Drainage Analysis	$31,541.10	$16,473.97					**$48,015.07**
6b	Drainage Plans	$10,702.95	$9,642.28					**$20,345.23**
7	Utilities	$24,102.08						**$24,102.08**
8	Env. Permits and Env. Clearances	$5,880.87	$2,304.21					**$8,185.08**
19	Signing & Pavement Marking Analysis			$38,797.97				**$38,797.97**
20	Signing & Pavement Marking Plans			$20,379.31				**$20,379.31**
21	Signalization Analysis			$22,580.73				**$22,580.73**
22	Signalization Plans			$14,844.61				**$14,844.61**
23	Lighting Analysis	$2,613.72		$2,730.72				**$5,344.44**
25	Landscape Analysis	$14,263.15						**$14,263.15**
26	Landscape Plans	$7,854.52						**$7,854.52**
27a	Survey - Field and Office Support					$13,182.74		**$13,182.74**
27b	Survey - SUE					$3,008.56		**$3,008.56**
35	Geotechnical						$14,187.33	**$14,187.33**
27	Survey Field Crew Days					$45,253.79		**$45,253.79**
	Total	$366,112.18	$171,744.90	$99,333.34	$23,733.00	$61,445.09	$14,187.33	$736,555.84
							Owner's Contingency:	$45,000.00
							GRAND TOTAL:	**$781,555.84**

COMPENSATION:

For performing the services identified within Exhibit A, a not-to-exceed fee of $781,555.84 has been established for the work described in Exhibit A. Invoices will be submitted monthly. The Owner's Contingency is available for the City's exclusive use and is available for scope changes instructed by the City.

EXHIBIT C

CITY OF TAMPA INSURANCE REQUIREMENTS

Prior to commencing any work or services or taking occupancy under that certain written agreement or award (for purposes of this document, Agreement) between the City of Tampa, Florida (City) and Firm/Awardee/Contractor/Consultant/Lessee/non-City party, etc. (for purposes of this document, Firm) to which this document is attached and incorporated as an Exhibit or otherwise, and continuing during the term of said Agreement (or longer if the Agreement and/or this document so requires), Firm shall provide, pay for, and maintain insurance against claims for injuries to persons (including death) or damages to property which may arise from or in connection with the performance of the Agreement (including without limitation occupancy and/or use of certain property/premises) by Firm, its agents, representatives, employees, suppliers, subtenants, or subcontractors (which term includes sub-consultants, as applicable) of any tier subject to the terms and conditions of this document. Firm's maintenance of insurance coverage as required herein is a material element of the Agreement and the failure to maintain or renew coverage or provide evidence of same (defined to include without limitation Firm's affirmative duty to provide from time to time upon City's request certificates of insurance, complete and certified copies of Firm's insurance policies, forms, and endorsements, information on the amount of claims payments or reserves chargeable to the aggregate amount of coverage(s) whether during the term of the Agreement or after as may be requested by the City in response to an issue or potential claim arising out of or related to the Agreement to which Firm's insurance obligations hereunder may apply or possibly help mitigate) may be treated as a material breach of the Agreement. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without any obligation or waiver of its rights) may (i) terminate the Agreement or (ii) purchase such coverages as City deems necessary to protect 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. 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. Firm will provide an increasing amount of liability coverage as the amount of work increases. A $50M excess liability tower will be provided for the first three years. Limits will be reviewed at the renewal for appropriateness, with an eventual maximum limit of $100M in excess coverage. 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 value under construction and not accepted by the City, have no coinsurance penalties, eliminate the "occupancy clause", cover Finn (together with its contractors, subcontractors of every tier, and suppliers), and name City as a Loss Payee. Firm to provide an increasing limit of coverage to coincide with the issuance of GMP's. Wind/named storm and flood sub-limits not to exceed $50M. **(IF APPLICABLE)**

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

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

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

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

J. Cyber Liability Insurance where Agreement involves portals allowing access to obtain, use, or store data; managed dedicated servers; cloud hosting services; software/hardware; programming; and/or other IT services 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&IInsurance 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 CIOB) 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 1year if premises are destroyed, rendered inaccessible or untenantable, including disruption of utilities, water, or telecommunications. **(IF APPLICABLE)**

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

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

ADDITIONAL REQUIREMENTS

ACCEPTABILTIY OF INSURERS- Insurance is to be placed with insurers licensed and authorized to conduct business 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.

ADDITONAL 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.

UNAVAILABILTIY- 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.

City of Tampa

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.:21-D-0016 Contract Name: El Prado Blvd. (Omar to Bayshore Blvd.) Complete Streets and Sidewalk Project Design
Company Name: AECOM Technical Services, Inc. Address:7650 W. Courtney Campbell Causeway, Tampa, FL 33607
Federal ID: 95-2661922 Phone: 813.636.2460 Fax: 813.287.8591 Email: bruno.fiori@aecom.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 / Federal ID	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
W / 26-3947444	AREHNA Engineering, Inc. 5012 W. Lemon St., Tampa, FL 33609 P: 813.944.3464 F: 813.944.4959 Email: jmrory@arehna.com	CF	925	E	Y
W / 81-4903226	ECHO UES, Inc. 4803 George Rd, Suite 350, Tampa, FL 33634 P: 888.778.3246 Email: jerry.comellas@echoues.com	HM	925	E	Y
W / 59-2594956	Faller, Davis & Associates, Inc. 4200 W. Cypress St, Ste 500, Tampa, FL 33607 P: 813.261.5136 F: 813.261.5142	F	925	E	Y
S / 27-0699887	Native Engineering, PLLC 18856 North Dale Mabry Hwy, Lutz, FL 33548 P: 813.536.2536 Email: chris@nativefla.com	CM	925	E	Y
S/W / 33-1142500	The Valerin Group, Inc. 3903 Northdale Blvd, Ste 100E, Tampa, FL 33624 P: 813.751.0478 F: 813.925.4205 Email: valeriec@valerin-group.com	CF	912	E	Y

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

Signed: M Janet Everett Name/Title: M. Janet Everett/Vice President Date: August 24, 2021

City of Tampa

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.:21-D-0016 Contract Name: El Prado Blvd (Omar to Bayshore Blvd.) Complete Streets and Sidewalk Project Design

Company Name: AECOM Technical Services, Inc. Address:7650 W. Courtney Campbell Causeway, Tampa, FL 33607

Federal ID: 95-2661922 Phone: 813.636.2460 Fax: 813.287.8591 Email: bruno.fiori@aecom.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 / Federal ID	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
W / 26-3947444	AREHNA Engineering, Inc. 5012 W. Lemon St., Tampa, FL 33609 P: 813.944.3464 F: 813.944.4959 Email: jmrory@arehna.com	CF	925	$14,187.33	2.0%
W / 81-4903226	ECHO UES, Inc. 4803 George Rd, Suite 350, Tampa, FL 33634 P: 888.778.3246 Email: jerry.comellas@echoues.com	HM	925	$61,445.09	8.3%
W / 59-2594956	Faller, Davis & Associates, Inc. 4200 W. Cypress St, Ste 500, Tampa, FL 33607 P: 813.261.5136 F: 813.261.5142	F	925	$99,333.34	13.5%
S / 27-0699887	Native Engineering, PLLC 18856 North Dale Mabry Hwy, Lutz, FL 33548 P: 813.536.2536 Email: chris@nativefla.com	CM	925	$171,744.90	23.3%
S/W	The Valerin Group, Inc. 3903 Northdale Blvd, Ste 100E, Tampa, FL 33624 P: 813.751.0478 F: 813.925.4205 Email: valeriec@valerin-group.com	CF	912	$23,733.00	3.2%

Total ALL Subcontract / Supplier Utilization $370,443.66
Total SLBE Utilization $109,605.45
Total WMBE Utilization $260,838.21
Percent SLBE Utilization of Total Bid/Proposal Amt. 14.9% Percent WMBE Utilization of Total Bid/Proposal Amt. 35.4%

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