

RESOLUTION NO. 2022 - 686

**A RESOLUTION APPROVING AGREEMENTS FOR CONSULTANT SERVICES IN THE AMOUNT OF \$5,000,000 EACH BETWEEN THE CITY OF TAMPA AND ALFKA, LLC, THE CITY OF TAMPA AND ELEMENT ENGINEERING GROUP, LLC, AND THE CITY OF TAMPA AND BRINDLEY PIETERS AND ASSOICATES, INC. IN CONNECTION WITH CONTRACT 22-D-00002 TAMPA M.O.V.E.S. DESIGN: VISION ZERO, SIDEWALKS & NEIGHBORHOOD IMPROVEMENTS; AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, via the competitive selection process in accordance with Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act and consistent with Federal procurement policies, as applicable, the City of Tampa ("City") selected ALFKA, LLC, Element Engineering Group, LLC, and Brindley Pieters and Associates, Inc. ("Consultant") to provide professional services in connection with Contract 22-D-00002; Tampa M.O.V.E.S. Design: Vision Zero, Sidewalks & Neighborhood Improvements ("Project") as detailed in the Agreement for Consultant Services ("Agreement"); and

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

**WHEREAS**, it is in the best interest of the City of Tampa to enter into these Agreements.

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

**Section 1.** That the Agreements between the City of Tampa and ALFKA, LLC , the City of Tampa and Element Engineering Group, LLC., and the City of Tampa and Brindley Pieters and Associates, Inc., in connection with Contract 22-D-00002; Tampa M.O.V.E.S. Design: Vision Zero, Sidewalks & Neighborhood Improvements as detailed in said Agreements, copies of which are attached hereto and made part hereof, are authorized and approved in their entirety or in substantially similar form. For convenience, the contract with ALFKA, LLC. shall be designated 22-D-02001, the contract with Element Engineering Group, LLC shall be designated 22-D-02002; and the contract with Brindley Pieters and Associates, Inc. shall be designated 22-D-02003.


**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 Agreements on behalf of the City of Tampa.


**Section 3.** This resolution approves the agreements in the amount of \$5,000,000 each between the City of Tampa and ALFKA, LLC, Element Engineering Group LLC, and Brindley Pieters and Associates, Inc., controlled by requisition from various funding sources for use by the Mobility Department.

**Section 4.** That the City Clerk shall file a fully executed copy of the Agreements in the official records of the City of Tampa as maintained by the Office of the City Clerk.

**Section 5.** 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 AUG 2 5 2022

ATTEST:   
CITY CLERK / ~~DEPUTY CITY CLERK~~

  
CHAIRMAN / CHAIRMAN PRO-TEM CITY COUNCIL

PREPARED AND APPROVED AS TO  
FORM BY:  
  
E/S  
  
MARCELLA T. HAMILTON  
SENIOR ASSISTANT CITY ATTORNEY

T22-76514

## **AGREEMENT FOR CONSULTANT SERVICES**

**THIS AGREEMENT** (“Agreement”) made and entered into at Tampa, Florida, as of the \_\_\_\_ day of \_\_\_\_\_, 2022, 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 ALFKA, LLC, a Limited Liability Company authorized to do business in the State of Florida, (“FIRM”), the address of which is 100 South Ashley Drive, Suite 600, Tampa, Florida 33602.

### **WITNESSETH:**

**WHEREAS**, the CITY desires to engage the FIRM to perform certain professional services pertinent to such work which shall be referred to as Contract 22-D-02001; Tampa M.O.V.E.S. Design: Vision Zero, Sidewalks & Neighborhood Improvements (“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 \$5,000,000 to be billed in accordance with **Exhibit B**.

**VI. PAYMENT**

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

**VII. RECORDS**

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

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

**VIII. PERSONNEL**

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

**IX. SUSPENSION, CANCELLATION OR ABANDONMENT**

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

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

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

## **X. TERMINATION**

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

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

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

**XI. INSURANCE**

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

**XII. INTERESTS OF MEMBERS OF THE CITY**

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

**XIII. INTEREST OF THE FIRM**

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

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

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

**XIV. COMPLIANCE WITH LAWS**

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

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

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

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

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

**XV. ASSIGNABILITY**

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

**XVI. EQUAL EMPLOYMENT**

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

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

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

**XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM**

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

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

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

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

**XVIII. CITY CODE OF ETHICS**

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

**XIX. NEGATION OF AGENT OR EMPLOYEE STATUS**

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

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

**XX. SEVERABILITY**

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

**XXI. CHOICE OF LAW**

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

**XXII. DESIGNATION OF FORUM**

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

**XXIII. AUTHORIZATION**

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

**XIV. ENTIRE AGREEMENT**

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

**XXV. INDEMNIFICATION**

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

**XXVI. ESTOPPEL/WAIVER**

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

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

**XXVII. AUDIT REQUIREMENTS.**

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

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

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

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

**XXVIII. DEFAULT**

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

## **XXX. SCRUTINIZED COMPANIES**

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

## **XXXI. PUBLIC RECORDS**

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

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

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

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

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

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

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

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

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

**XXXII. 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:**  
ALFKA, LLC

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

License no: \_\_\_\_\_  
*Use entity Ch 471 481 489 license no; use individual's only if applicable.*

[SEAL]

**ATTEST:**

**CITY:**  
City of Tampa, Florida

By: \_\_\_\_\_  
City Clerk/Deputy City Clerk

By: \_\_\_\_\_  
Jane Castor, Mayor

[SEAL]

APPROVED AS TO FORM:

\_\_\_\_\_  
Marcella T. Hamilton, Senior Assistant City Attorney

## Scope of Services (Exhibit A)

## **Exhibit A**

Tampa M.O.V.E.S. Design: Vision Zero, Sidewalks, & Neighborhood Improvements.

RFQ 22-D-02001

SCOPE OF SERVICES

### **I. BACKGROUND**

The City of Tampa (City) requires the services of ALFKA, LLC (Firm) and its subconsultants to perform complete streets design and vision zero quick build design services on City projects. Services shall include but are not limited to public involvement, surveying, complete streets roadway design, drainage and utility infrastructure design, vision zero quick build design, cycle and micro-mobility infrastructure design, cultural resource and environmental site assessments, project management services on projects with federal and state funding, and post design services. All work shall be performed in accordance with City Standards and Procedures.

### **II. SCOPE OF PRODUCTION MANAGEMENT SUPPORT SERVICES**

These services will be managed through a series of subsequently issued task work order authorizations (“Work Order”). The Firm will coordinate with other agencies, City departments, and other City consultants in the delivery of these services. The Firm will perform a variety of services that may include, but are not limited to, the following:

#### **A. Capital Improvement Program (CIP) and Development Review Support:**

The Firm shall provide CIP and Development Review Support. These activities may include, but are not limited to, the following:

1. Planning, Design, Right of Way, and Construction cost estimates.
2. Agency coordination with agencies such as, Florida Department of Transportation (FDOT), Hillsborough Area Regional Transit Authority (HART), Hillsborough County Public Works Dept., Tampa Planning Organization (TPO), Hillsborough County Public Schools, Tampa Hillsborough Expressway Authority (THEA), and Tampa Bay Area Regional Transit Authority (TBARTA).
3. Engineering project plans review.
4. Development Projects Review.
5. Peer reviews and Value Engineering.
6. Grant application and management of alternative funding support (including Federal, State and Local grant programs).
7. Right-of-way review services.

8. Miscellaneous Testing and Investigation Services (i.e. Geotech, Arborist services, Subsurface Utility Exploration, Ground Penetrating Radar, Pavement Cores, etc.).
9. Perform geographical information systems (GIS) services.

## **B. Project Engineering & Planning**

The Firm shall provide technical professional expertise for miscellaneous project engineering and planning. These activities may include, but are not limited to, the following:

1. Project development and scoping.
2. Provide initial, interim, and final project cost estimates.
3. Preparation and management of project schedules.
4. Perform surveying and mapping services to City standards, meeting all additional requirements of FDOT state and federally funded programs.
5. Perform, manage, and review roadway, drainage, structures and traffic engineering analyses.
6. Perform concept level design.
7. Perform Cost/Benefit analysis.
8. Prepare, manage and review roadway design, drainage design (including BMPs), utility design and conflict resolution, structures design, lighting design, and traffic and signalization design plans packages for projects including complete streets, signing and pavement markings, Vision Zero quick builds, sidewalks, bicycle facilities and trails, neighborhood greenways, and intersection improvements.
9. Manage and design projects through the FDOT Local Agency Program (LAP) and other state and federally funded programs, adhering to respective project delivery requirements.
10. Perform necessary field reviews, technical meetings, quality assurance and quality control along with constructability and buildability reviews.
11. Prepare flexible and rigid pavement design packages.
12. Prepare, manage, and review temporary and full Traffic Control Plans (TCP) including detours and signage, per City requirements.
13. Prepare phased, full project design submittals, signed and sealed by the appropriate licensed professionals and respond to and resolve agency comments, including FDOT comments through the electronic review comments (ERC) system.

14. Provide, manage, and review cultural resource program services including, but not limited to, performance of archaeological/historic structure assessment surveys and subsequent reports, review of surplus property requests, Section 106 evaluations, historic architectural design, post-design construction support, and construction engineering inspection services.
15. Perform Environmental Site Assessments to ensure compliance with environmental documents and any required reevaluations. Perform all assessments necessary to comply with NEPA process.
16. Perform geographical information systems (GIS) services.
17. Perform and review geotechnical investigations and design.
18. Identification and application for environmental permits and other required permits necessary for project construction phase authorization.
19. Provide Utility Coordination services, matrices, conflict resolutions, and certifications.
20. Provide Railroad coordination and permitting services.
21. Coordinate with pertinent external agencies based on project needs and obtain necessary permits.
22. Perform arborist services, prepare landscape and irrigation design and construction plans.
23. Other miscellaneous planning, engineering, and project management services.
24. All deliverables will be in an electronic format, both Adobe and ACAD native.

**C. Communications Services:**

The Firm shall provide support in communications, public involvement, and stakeholder outreach. These activities may include, but are not limited to, the following:

1. Develop, update and maintain communication strategies at the project level.
2. Prepare materials and renderings for public and stakeholder meetings.
3. Organize and facilitate public and stakeholder meetings, both virtual and in-person, including informational meetings and workshops.
4. Develop and update a list of affected stakeholders for all projects.
5. Develop project-specific and stakeholder-specific outreach plans.
6. Develop, update, and maintain mailing lists, internet resources, website(s) and social media outreach efforts for individual projects and respond to project related citizen inquiries.
7. Develop, update, and maintain public-facing project Fact Sheets.

### **III. SCHEDULE**

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

### **IV. COMPENSATION**

For performing the services identified within this Scope of Services, the City shall pay the Firm the upset limit amount of \$5,000,000 in accordance with Exhibit "B" of this contract. The corresponding required DMI forms, progress reports, and invoices shall be submitted together, no more frequently than monthly.

There shall be no direct billing for expenses, miscellaneous expenses shall be included in the manhour estimates/fee for each task work order.

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

End of Scope of Services



## Fee Schedule (Exhibit B)

- 1) Alfka – Fee Schedule
- 2) Archaeological Consultants Incorporated – Fee Schedule
- 3) Applied Sciences Consulting – Fee Schedule
- 4) Arehna Engineering – Fee Schedule
- 5) Bala Consulting Services – Fee Schedule
- 6) Brightwater Solutions – Fee Schedule
- 7) Dark Moss – Fee Schedule
- 8) ECHO UES – Fee Schedule
- 9) FTE – Fee Schedule
- 10) HNTB – Fee Schedule
- 11) McKim and Creed – Fee Schedule
- 12) Valerin – Fee Schedule
- 13) Vistra – Fee Schedule

### Yearly Escalation

- Adjustments shall be based on the Employment Cost Index (ECI) Historical Listing published by the Bureau of Labor Statistics (<https://www.bls.gov/web/eci/echistrynaics.pdf>). Specifically, the escalation rate shall be calculated from the indices presented in Table 8 (Employment Cost Index for wages and salaries, for civilian workers, by occupational group and industry, service providing industries).
- Adjustments shall be made annually and shall be based on the percentage change in the ECI from July of the prior year to July of the current year. Prices may be adjusted from July of the prior year to July of the current year. Prices may be adjusted upward or downward.
- In the event the Bureau of Labor Statistics significantly alters the method of calculating the index, an appropriate adjustment shall be made to restore the contract adjustment mechanism to the original intent of the parties.



## Staff Rate Schedule

<b>Classification</b>	<b>Loaded Billing Rate</b>	
CADD/Computer Technician	\$	105.00
Chief Designer	\$	175.00
Chief Engineer	\$	290.00
Computer Programmer	\$	150.00
Contract Coordinator	\$	145.00
Design Intern	\$	75.00
Designer	\$	140.00
Staff Engineer	\$	150.00
Project Engineer	\$	190.00
Engineering Intern	\$	115.00
Engineering Technician	\$	105.00
Graphic Designer	\$	110.00
Principal Engineer	\$	295.00
Project Manager	\$	270.00
Secretary/Clerical	\$	95.00
Senior Computer Programmer	\$	195.00
Senior Designer	\$	145.00
Senior Engineer	\$	255.00
Senior Engineering Technician	\$	120.00
Senior Utility Coordinator	\$	190.00
Technician Aid	\$	65.00
Transportation Data Scientist	\$	220.00
Transportation Data Technician	\$	80.00
Utility Coordinator	\$	120.00



**Archaeological Consultants Incorporated**

**CULTURAL RESOURCE ASSESSMENT SURVEY SERVICES**

*Tampa M.O.V.E.S.*

<b>JOB CLASSIFICATION</b>	<b>BURDENED RATE</b>
Archaeologist Home	\$52.81
Chief Archaeologist Home	\$107.16
Chief Scientist Home	\$190.22
GIS Specialist Home	\$57.08
Scientist Home	\$96.80
Secretary/Clerical Home	\$78.48
Senior Archaeologist Home	\$72.07
Senior Scientist Home	\$111.32
<b>TOTAL</b>	

**Scope:** ACI will conduct all required cultural resource services necessary to comply with Section 106 of the National Historic Preservation Act of 1966 (Public Law 89-665, as amended), and with Chapters 267 and 373 Florida Statutes, Florida's Coastal Management Program, and implementing state regulations regarding possible impact to significant historical properties listed, potentially eligible, or eligible for listing in the NRHP, or otherwise of historical architectural or archaeological value. All work will be carried out in conformity with Part 2, Chapter 12 (Archaeological and Historical Resources) of the Florida Department of Transportation's Project Development and Environment Manual, and the standards contained in "Cultural Resource Management Standards and Operational Manual" Florida Division of Historical Resources, and the FDOT's Cultural Resource Management Handbook Florida Division of Historical Resources (FDHR). Also, the report will be prepared in accordance with specifications set forth in Chapter 1A-46, Florida Administrative Code.

The purpose of the work will be to locate and identify any prehistoric and historic period archaeological sites and historic structures within a project's area of potential effect (APE) and to assess site

CONSULTANT NAME: **Archaeological Consultants, Inc. (ACI)**

PREPARED BY: **Maranda Almy Kles, PhD, RPA**

DATE: July 8, 2022

**Applied Sciences Consulting, Inc.**  
 SCHEDULE OF HOURLY RATES - FY 2022

<b>Classification</b>	<b>Hourly Rate</b>
1 Senior Principal	\$ 260
2 Principal Consultant	\$ 221
3 Supervisory Engineer	\$ 210
4 Sr. Professional Engineer	\$ 184
5 Professional Engineer	\$ 153
6 Engineer III	\$ 140
7 Engineer II	\$ 132
8 Engineer I	\$ 98
9 Sr. Design Engineer	\$ 139
10 Design Engineer	\$ 123
11 Designer II	\$ 112
12 Designer I	\$ 101
13 Senior Technician	\$ 85
14 Technician II	\$ 79
15 Technician I	\$ 71
16 Sr. Landscape Architect	\$ 185
17 Sr. Scientist Ph.D.	\$ 210
18 Landscape Architect	\$ 150
19 Sr. Envir. Scientist	\$ 210
20 Environmental Scientist III	\$ 118
21 Environmental Scientist II	\$ 106
22 Environmental Scientist I	\$ 85
23 Environmental Tech.	\$ 71
24 Construction Svcs Admin	\$ 156
25 Construction Svcs Eng.	\$ 147
26 Administrative Management	\$ 136
27 Administrative Staff	\$ 64
28 Word Processor II	\$ 64
29 Word Processor I	\$ 57
30 Clerical II	\$ 57
31 Clerical I	\$ 43
32 Expert Testimony	\$ 275

**Direct Expenses are billed at cost + 10%**

July 6, 2022

Alfredo Cely, P.E., PMP, Senior Engineer  
Alfka - Lean - Innovative – Engineering  
100 S. Ashley Dr. Ste. 60  
Tampa, Florida 33602

### Schedule of Rates

Project No: RFQ 22-D-02001  
Project Title: Tampa M.O.V.E.S. Design: Vision Zero, Sidewalks, & Neighborhood Improvements.

Consultant: AREHNA Engineering, Inc.  
Subconsultant Name:

The following rates are AREHNA's proposed staff rates for the above referenced contract.

STAFF CLASSIFICATION	BILLING RATE (\$/HR)
Chief Engineer	\$165.00
Clerical	\$60.00
Engineer	\$118.00
Engineer Intern	\$95.00
Engineering Technician	\$58.00
Principal Engineer	\$225.00
Senior Designer	\$101.00
Senior Engineer	\$210.00
Senior Engineering Technician	\$82.00

We look forward to working with you on the contract. If you have any questions or require further information, please contact our office at 813-944-3464.

Sincerely,



Jessica McRory, PE  
President



**Standard Items and Item Descriptions for Geotechnical and Materials firms**

Item #	Item Description	Unit	Unit Price
101	Aggregate Carbonates & Organic Matter FM 5-514	Test	\$ 135.64
102	Aggregate Org. Impurities S& for Concrete AASHTO T21	Test	\$ 61.58
104	Aggregate Sieve Anlsys of Fine & Coarse AASHTO T27	Test	\$ 94.07
105	Aggregate Soundness AASHTO T104	Test	\$ 437.50
106	Aggregate Specific Gravity/Absorption Coarse AASHTO T85	Test	\$ 118.68
107	Aggregate Total Moisture Content by Drying AASHTO T255	Test	\$ 45.98
108	Aggregate Unit Mass & Voids AASHTO T19	Test	\$ 58.92
109	Aggregate Specific Gravity/Absorption Fine AASHTO T84	Test	\$ 173.25
200	Asphalt Bulk Specific Gravity FM 1-T166	Test	\$ 71.24
201	Asphalt Content FM 5-563	Test	\$ 149.19
204	Asphalt Gradation FM 1-T030	Test	\$ 330.00
207	Asphalt Los Angeles (LA) Abrasion Small Agg FM 1-T096	Test	\$ 353.00
208	Asphalt Max Specific Gravity FM 1-T209	Test	\$ 152.00
209	Asphalt Pavement Coring - 4in dia with Base Depth Check	Each	\$ 146.00
210	Asphalt Pvmt. Coring - 4in dia without Base Depth Check	Each	\$ 131.00
211	Asphalt Pavement Coring - 6in dia with Base Depth Check	Each	\$ 162.00
212	Asphalt Pvmnt Coring - 6in dia without Base Depth Check	Each	\$ 142.00
300	Concrete Beam Flexural Testing ASTM C78	Test	\$ 62.00
301	Concrete Compressive Strength of Grout\Mortar ASTM C109	Test	\$ 36.00
302	Concrete Cylinder Curing, Capping & Breaking ASTM C39	Test	\$ 27.00
303	Concrete Drilled Cores & Sawed Beams ASTM C42	Test	\$ 75.00
304	Concrete Masonry Unit Sampling & Testing ASTM C140	Test	\$ 121.75
305	Concrete Pavement Coring - 4in Dia	Each	\$ 175.00
306	Concrete Pavement Coring - 6in Dia	Each	\$ 207.00
401	Geo Auger Borings-H& & Truck/Mud Bug	LF	\$ 11.76
404	Geo Backhoe (Rental without labor)	Task	\$ 492.53
406	Geo Barge (Rental without labor)	Task	\$ 6,000.00
407	Geo Chainsaw (Owned)	Day	\$ 149.80
408	Geo Concrete Pad & Cover for Monitoring Wells	Each	\$ 305.56
415	Geo Double Ring Infiltration ASTM D3385	Each	\$ 566.84
417	Geo Dozer (Rental without labor)	Task	\$ 1,037.80
418	Geo Drill Crew Support Vehicle	Day	\$ 205.76
427	Geo Extra SPT Samples-Truck/Mud Bug 0-50 Ft	Each	\$ 64.58
428	Geo Extra SPT Samples-Truck/Mud Bug 50-100 Ft	Each	\$ 67.66
429	Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	\$ 80.82
430	Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	\$ 90.21
431	Geo Extra SPT Samples-Truck/Mud Bug 200-250 Ft	Each	\$ 105.15
432	Geo Field Perm 0-10 Ft Open-End Borehole Method	Each	\$ 388.28

433	Geo Field Perm 10-25Ft Open-End Borehole Method	Each	\$	499.91
440	Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft	LF	\$	6.34
441	Geo Grout Boreholes- Truck/Mud Bug 50-100 Ft	LF	\$	7.85
442	Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$	11.57
443	Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	\$	15.98
444	Geo Grout Boreholes- Truck/Mud Bug 200-250 Ft	LF	\$	15.75
445	Geo Grouted Monitor Well 2in 0-50 Ft	LF	\$	38.33
446	Geo H& Auger with DCP (0-50 ft) ASTM D1452	LF	\$	25.44
450	Geo Piezometer 2in 0-50 Ft	LF	\$	60.14
462	Geo Rock Coring Truck/Mud Bug 0-50 Ft 4in ID & over	LF	\$	60.57
463	GeoRocCoring Truck/MudBug 0-50 Ft less than 4in ID	LF	\$	49.39
464	Geo Rock Coring Truck/Mud Bug 50-100 Ft 4in ID over	LF	\$	69.27
465	GeoRocCoring Truck/MudBug 50-100 Ft les than 4in ID	LF	\$	58.22
466	GeoRocCoring Truck/MudBug 100-150 Ft 4in ID & over	LF	\$	81.42
467	GeoRocCoring Truck/MudBug 100-150 Ft les than 4in ID	LF	\$	72.15
468	GeoRocCoring Truck/MudBug 150-200 Ft 4in ID & over	LF	\$	97.07
469	GeoRocCoring Truck/MudBug 150-200 Ft les than 4in ID	LF	\$	99.75
470	GeoRocCoring Truck/MudBug 200-250 Ft 4in ID & over	LF	\$	124.55
471	GeoRocCoring Truck/MudBug 200-250 Ft les than 4in ID	LF	\$	77.37
472	Geo Saximeter Testing	Hour	\$	144.74
478	Geo SPT Truck/Mud Bug 0-50 Ft	LF	\$	15.79
479	Geo SPT Truck/Mud Bug 50-100 Ft	LF	\$	19.28
480	Geo SPT Truck/Mud Bug 100-150 Ft	LF	\$	31.22
481	Geo SPT Truck/Mud Bug 150-200 Ft	LF	\$	42.23
482	Geo SPT Truck/Mud Bug 200-250 Ft	LF	\$	50.30
488	Geo Temp Casing 3in Truck/Mud Bug 0-50 Ft	LF	\$	10.35
489	Geo Temp Casing 3in Truck/Mud Bug 50-100 Ft	LF	\$	14.25
490	Geo Temp Casing 3in Truck/Mud Bug 100-150 Ft	LF	\$	17.50
491	Geo Temp Casing 3in Truck/Mud Bug 150-200 Ft	LF	\$	20.99
492	Geo Temp Casing 3in Truck/Mud Bug 200-250 Ft	LF	\$	23.10
498	Geo Temp Casing 4in Truck/Mud Bug 0-50 Ft	LF	\$	11.63
499	Geo Temp Casing 4in Truck/Mud Bug 50-100 Ft	LF	\$	15.20
500	Geo Temp Casing 4in Truck/Mud Bug 100-150 Ft	LF	\$	16.50
501	Geo Temp Casing 4in Truck/Mud Bug 150-200 Ft	LF	\$	18.75
502	Geo Temp Casing 4in Truck/Mud Bug 200-250 Ft	LF	\$	22.38
508	Geo Temp Casing 6in Truck/Mud Bug 0-50 Ft	LF	\$	17.50
509	Geo Temp Casing 6in Truck/Mud Bug 50-100 Ft	LF	\$	20.94
510	Geo Temp Casing 6in Truck/Mud Bug 100-150 Ft	LF	\$	25.41
511	Geo Temp Casing 6in Truck/Mud Bug 150-200 Ft	LF	\$	28.35
512	Geo Temp Casing 6in Truck/Mud Bug 200-250 Ft	LF	\$	30.00
514	Geo Truck/Mud Bug Mobil (30 miles straightline distance)	Each	\$	565.00
519	Geo Undisturbed Samples Truck/Mud Bug 0-50 Ft	Each	\$	202.37
520	Geo Undisturbed Samples Truck/Mud Bug 50-100 Ft	Each	\$	242.67
521	Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$	315.00

522	Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	\$	268.70
531	Geo Truck/Mudbug Drill Rig and Crew (2-person)	Hour	\$	310.50
532	Geo Truck/Mudbug Drill Rig and Crew (3-person)	Hour	\$	302.20
538	Geo Clearing Equipment	Day	\$	2,075.00
539	Geo Wash Boring, 0-50 Ft	LF	\$	18.90
540	Geo Wash Boring, 50-100 Ft	LF	\$	13.42
541	Geo Wash Boring, 100-150 Ft	LF	\$	20.06
542	Geo Wash Boring, 150-200 Ft	LF	\$	19.44
543	Geo Wash Boring, 200-250 Ft	LF	\$	22.98
602	Mobilization - Vibration Monitoring Equipment	Each	\$	367.83
603	Mobilization Asphalt Coring Equipment	Each	\$	380.00
606	Mobilization Concrete Coring	Each	\$	380.00
612	Mobilization Drill Rig Truck Mount	Each	\$	495.00
702	MOT Channelizing Devices - Type I, II, VP, Drum (each)	Each	\$	3.00
706	MOT Portable Sign	Each	\$	48.00
708	MOT Provide Channelizing Devices - Cone	Each	\$	2.50
712	MOT Support Vehicle	Hour	\$	137.95
800	Soils Chloride Soil or Water FM 5-552	Test	\$	90.56
801	Soils Consol-Addtl Incrmnts AASHTO T216 (13 to 24 Loads)	Each	\$	92.75
802	Soils Consol-Addtl Incrmnts AASHTO T216 (up to 12 Loads)	Each	\$	605.16
803	Soils Consolidation - Constant Strain ASTM D4186	Test	\$	603.36
804	Soils Consol-Extend Load Incrmnts AASHTO T216	Day	\$	174.25
805	Soils Corrosion Series FM 5-550 through 5-553	Test	\$	274.97
806	Soils Direct Shear Consolid Drained/ Point FM 3-D3080	Test	\$	395.34
808	Soils Flexible Wall Permeability ASTM D5084	Test	\$	470.31
809	Soils Hydrometer Only AASHTO T88	Test	\$	135.27
810	Soils Limerock Bearing Ratio (LBR) FM 5-515	Test	\$	416.20
811	Soils Liquid Limit AASHTO T89	Test	\$	62.70
812	Soils Materials Finer than 200 Sieve FM 1-T011	Test	\$	50.00
817	Soils Moisture Content Laboratory AASHTO T265	Test	\$	17.23
818	Soils Moisture Content Microwave AASHTO D4643	Test	\$	20.09
819	Soils Organic Content Ignition FM 1 T-267	Test	\$	48.35
821	Soils Particle Size Anlys AASHTO T88 (Incl. Hydrometer)	Test	\$	194.95
822	Soils Particle Size Anlys AASHTO T88 (No Hydrometer)	Test	\$	73.96
823	Soils Permeability Constant Head AASHTO T215	Test	\$	365.00
824	Soils Permeability Falling Head FM 5-513	Test	\$	328.53
825	Soils pH Soil or Water FM 5-550	Test	\$	47.36
826	Soils Plastic Limit & Plasticity Index AASHTO T90	Test	\$	70.00
827	Soils Proctor Modified FM 1-T180	Test	\$	158.47
828	Soils Proctor Standard AASHTO T99	Test	\$	158.61
829	Soils Resistivity Soil or Water FM 5-551	Test	\$	70.00
831	Soils Specific Gravity AASHTO T100	Test	\$	86.63
832	Soils Split Tensile Strgth of Rock Cores ASTM D3967	Test	\$	151.28
833	Soils Sulfate Soil or Water FM 5-553	Test	\$	70.00



835	Soils Triaxl Consl-Drain (CD) Per Point/Cell ASTM D7181	Test	\$	578.38
836	Soils Tri Cnsl-Undrn (CU) Pt/Cell AASHTO T297/ASTM D4767	Test	\$	554.40
837	Soil Tri Uncsl-Undrn (UU) Pt/Cell AASHTO T296/ASTM D2850	Test	\$	490.00
838	Soils Unconfined Compression - Rock ASTM D7012, Method C	Test	\$	155.74
839	Soils Unconfined Compress - Soil AASHTO T208/ASTM D2166	Test	\$	245.00

As the President of AREHNA Engineering, I certify that these are the normal rates charged to both private and public entities.

  
 Jessica McRory, PE

**Bala Consulting Services, LLC**  
**Staff Rates**

<b>Position</b>	<b>Hourly Rate</b>
Chief Engineer	\$250.00
Project Manager	\$190.00
Senior Engineer	\$175.00
Secretary/Clerical	\$ 75.00

# Brightwater Solutions

06-29-2022

Alfredo Cely, P.E., PMP  
Senior Engineer  
Alfka  
100 S. Ashley Dr., Ste. 600  
Tampa, FL 33602

Via Email: [Alfredo@alfka.com](mailto:Alfredo@alfka.com)

## Schedule of Rates

Contract No.: 22-D-02001

Contract Title: Tampa M.O.V.E.S. Neighborhood Improvements

Consultant: Alfka

Subconsultant Name: Brightwater Solutions, LLC

The following rates are Brightwater's proposed staff rates for the above referenced contract.

STAFF CLASSIFICATION	BILLING RATE (\$/HR)
Licensed Engineer/Scientist	\$180.00
Senior Engineer/Scientist	\$170.00
Engineer/Scientist	\$125.00
Designer	\$115.00
Environmental Field Technician	\$75.00
Engineer/Scientist Intern	\$60.00
Construction Manager/CGC	\$180.00
Construction Superintendent	\$100.00
Field Crew Supervisor	\$85.00
Foreman	\$80.00
Construction Technician	\$70.00
Laborer	\$60.00
Secretary/Clerical	\$60.00

We look forward to working with you on the contract. If you have any questions or require further information, please contact our office at 727.321.3688.

Sincerely,



Kelly Bishop, PG  
Principal

Rate Schedule Detail Report - Dark Moss

Schedule		Type		Start Date		End Date								
DM 2022		Bill		7/1/2022										
Job Title	Employee	Reg Base Rate (Min)	Reg Base Rate (Max)	OT Base Rate	Flat Reg Rate	Flat OT Rate	Use Flat	Use Mu	Use On OT	Use OT	DPE Mult	OH Mult	PR Mult	Currency
ASLA ASLA Landscape Architect	All Employees	0.00	0.00	0.00	130.00	0.00	X				1,000	1,000	1,000	USD
BCMA BCMA Project Arborist	All Employees	0.00	0.00	0.00	215.00	0.00	X				1,000	1,000	1,000	USD
DES1 Design Staff I	All Employees	0.00	0.00	0.00	105.00	0.00	X				1,000	1,000	1,000	USD
DES2 Design Staff II	All Employees	0.00	0.00	0.00	95.00	0.00	X				1,000	1,000	1,000	USD
INV Inventory Technician	All Employees	0.00	0.00	0.00	75.00	0.00	X				1,000	1,000	1,000	USD
LAIN Landscape Architect Intern	All Employees	0.00	0.00	0.00	105.00	0.00	X				1,000	1,000	1,000	USD
RCA RCA Consulting Arborist	All Employees	0.00	0.00	0.00	150.00	0.00	X				1,000	1,000	1,000	USD



UTILITY ENGINEERING & SURVEY

**ECHO UES, Inc.**

*Grow, Inspire, Make a Difference*

PROJECT: City of Tampa - MOVES

Survey Field Crew Rates		
<b>SUR Party Chief</b>		
Blended Rate = \$	30.85	
Overhead = \$	34.24	
Operating Margin = \$	12.34	
FCCM = \$	0.17	
Direct Expense = \$	1.05	
<b>Loaded Rate = \$</b>	<b>78.66</b>	
<b>SUR Survey Technician 3 (Senior)</b>		
Blended Rate = \$	26.76	
Overhead = \$	29.70	
Operating Margin = \$	10.70	
FCCM = \$	0.15	
Direct Expense = \$	0.91	
<b>Loaded Rate = \$</b>	<b>68.23</b>	
<b>SUR Survey Technician 1 (Entry)</b>		
Blended Rate = \$	18.82	
Overhead = \$	20.89	
Operating Margin = \$	7.53	
FCCM = \$	0.11	
Direct Expense = \$	0.64	
<b>Loaded Rate = \$</b>	<b>47.98</b>	
Crew	Hourly Rate	Daily Rate (8 hour day)
2 Person	\$ 146.87	\$ 1,174.96
3 Person	\$ 194.86	\$ 1,558.88
4 Person	\$ 242.84	\$ 1,942.72

SUE Field Crew Rates		
<b>SUE Field Crew Supervisor I</b>		
Blended Rate = \$	51.16	
Overhead = \$	56.79	
Operating Margin = \$	20.46	
FCCM = \$	0.29	
Direct Expense = \$	1.74	
<b>Loaded Rate = \$</b>	<b>130.44</b>	
<b>SUR SUE Technician 2 (Junior)</b>		
Blended Rate = \$	27.20	
Overhead = \$	30.19	
Operating Margin = \$	10.88	
FCCM = \$	0.15	
Direct Expense = \$	0.92	
<b>Loaded Rate = \$</b>	<b>69.35</b>	
<b>SUR SUE Technician 1 (Entry)</b>		
Blended Rate = \$	18.15	
Overhead = \$	20.15	
Operating Margin = \$	7.26	
FCCM = \$	0.10	
Direct Expense = \$	0.62	
<b>Loaded Rate = \$</b>	<b>46.28</b>	
Crew	Hourly Rate	Daily Rate (8 hour day)
2 Person	\$ 199.79	\$ 1,598.32
3 Person	\$ 246.06	\$ 1,968.48



UTILITY ENGINEERING & SURVEY

**ECHO UES, Inc.**

*Grow, Inspire, Make a Difference*

PROJECT: City of Tampa - MOVES

Office Rates	
<b>Project Manager 3</b>	
Blended Rate = \$	88.94
Overhead = \$	98.72
Operating Margin = \$	35.58
FCCM = \$	0.50
Direct Expense = \$	3.02
<b>Loaded Rate = \$</b>	<b>226.76</b>
<b>SUR Principal Surveyor</b>	
Blended Rate = \$	88.94
Overhead = \$	98.72
Operating Margin = \$	35.58
FCCM = \$	0.50
Direct Expense = \$	3.02
<b>Loaded Rate = \$</b>	<b>226.76</b>
<b>SUR Project Surveyor</b>	
Blended Rate = \$	56.65
Overhead = \$	62.88
Operating Margin = \$	22.66
FCCM = \$	0.32
Direct Expense = \$	1.93
<b>Loaded Rate = \$</b>	<b>144.43</b>

<b>Overhead Rate =</b>	<b>111.00%</b>
<b>Operating Margin Rate =</b>	<b>40.00%</b>
<b>FCCM Rate =</b>	<b>0.560%</b>
<b>Direct Expense Rate =</b>	<b>3.40%</b>

<b>SUR Survey/GIS/SUE Analyst 3 (Sr)</b>	
Blended Rate = \$	35.37
Overhead = \$	39.26
Operating Margin = \$	14.15
FCCM = \$	0.20
Direct Expense = \$	1.20
<b>Loaded Rate = \$</b>	<b>90.18</b>



CORPORATE OFFICE  
Punta Gorda, FL

FLORIDA OFFICES  
DeFuniak Springs  
Fort Myers  
Jacksonville Beach  
Lakeland  
Miami  
Punta Gorda  
Tallahassee  
Tampa

Staff Classification	Hourly Rate
Chief Engineer 2	\$192
Designer	\$154
Engineer 1	\$131
Engineering Intern	\$102
Principal Engineer	\$308
Project Manager 3	\$254
Senior Engineer 1	\$187
Senior Engineer 2	\$192
Senior Engineering Technician	\$73
Senior Landscape Architect	\$144
SUR Chief Surveyor	\$169
SUR Mobile Survey Analyst 1	\$69
SUR Party Chief	\$77
SUR Survey Project Manager 3	\$160
SUR SUE Technician 2	\$53

# HNTB

## Fee Schedule

<b>Classification</b>	<b>Loaded Billing Rate</b>
Architect	200.00
CEI Assistant Project Administrator	140.00
CEI Consultant Engineer	200.00
CEI Contract Support Specialist	135.00
CEI Inspector	90.00
CEI Inspector Aide	75.00
CEI ITS Inspector	115.00
CEI Project Administrator	180.00
CEI Resident Compliance Specialist	95.00
CEI Senior Inspector	115.00
CEI Senior ITS Inspector	120.00
Chief Computer Programmer	245.00
Chief Designer	180.00
Chief Engineer	290.00
Chief GIS Analyst	180.00
Chief Planner	270.00
Chief Scientist	250.00
Community Outreach Specialist	165.00
Computer Programmer	190.00
Contract Coordinator	105.00
Design Intern	95.00
Designer	125.00
Electrical Engineer	190.00
Engineering Intern	120.00
Engineering Technician	115.00
Environmental Specialist	135.00
GIS Analyst	120.00
Graphic Designer	120.00
Landscape Architect	200.00
Principal In Charge	405.00
Project Controls Manager	260.00
Project Engineer	185.00
Project Manager	280.00
Project Planner	185.00
Scheduler	215.00
Scientist	110.00
Secretary/Clerical	100.00
Senior Architect	225.00
Senior Community Outreach Specialist	200.00
Senior Computer Programmer	220.00
Senior Contract Coordinator	140.00





Senior Designer	155.00
Senior Electrical Engineer	245.00
Senior Engineer	235.00
Senior Engineering Technician	135.00
Senior Environmental Specialist	165.00
Senior GIS Analyst	150.00
Senior Landscape Architect	220.00
Senior Planner	240.00
Senior Scientist	195.00
Staff Engineer	150.00
Staff Planner	150.00
Transportation Data Scientist	285.00


<b>McKim &amp; Creed 2022</b>	
<b>LABOR CATEGORY</b>	<b>HOURLY RATE</b>
Principle	\$ 278.00
Technical Specialist	\$ 270.00
Engineering Manager	\$ 268.00
Project Manager	\$ 236.00
Professional Engineer IV	\$ 215.00
Professional Engineer III	\$ 191.00
I&C Specialist	\$ 190.00
Professional Engineer II	\$ 160.00
Engineering Intern	\$ 140.00
Project Representative	\$ 131.00
Sr. Project Administrator	\$ 110.00
Designer II	\$ 127.00
Designer I	\$ 105.00
Project Administrator	\$ 93.00
Surveyor	\$ 189.00
SUE Coordinator	\$ 172.00
SUE Project Manager	\$ 165.00
Field Survey 4 Person Crew	\$ 275.00
Field Survey 3 Person Crew	\$ 233.00
Field Survey 2 Person Crew	\$ 164.00
SUE Vacuum Excavation Crew	\$ 265.00
SUE Designation Crew	\$ 200.00
Sr. LiDAR Technician	\$ 135.00
Surveyor/SUE CADD Technician II	\$ 120.00
Surveyor/SUE CADD Technician I	\$ 100.00



**THE VALERIN GROUP, INC.  
CLASSIFICATION RATES**

**City of Tampa  
M.O.V.E.S. Design: Vision Zero, Sidewalks &  
Neighborhood Improvements  
22-D-02001**

<u>Valerin Classifications</u>	<u>Hourly Billing Rate</u>
Contract / Quality Control (QC) / Communications Project Manager	\$141.86
Community Outreach / Public Involvement Specialist	\$138.78
Graphic Designer	\$124.90
Website / Mobile App Developer	\$130.56
Multimedia Specialist	\$130.56

  
\_\_\_\_\_  
Valerie Ciudad-Real  
President

7/5/2022  
\_\_\_\_\_  
Date

**Vistra Labor Categories and Billing Rates:**

Vistra Labor Category	Billing Rate
Executive Senior Consultant	\$290
Executive Consultant	\$225
Senior Consultant	\$195
Communications Manager	\$155
Creative Manager	\$155
Graphic Designer II	\$130
Graphic Designer I	\$105
Videographer	\$155
Senior Technician	\$130
Communications Specialist	\$105
Admin Support	\$79

## 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 <sup>1</sup>

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

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

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

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

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

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

G. Architects & Engineers Liability/ Professional Liability (E&O)/ Contractors Professional Liability (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

<sup>1</sup> "M" indicates million(s), for example \$1M is \$1,000,000

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

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

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

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

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

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

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

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

#### ADDITIONAL REQUIREMENTS

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

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

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

- Contract Administration Department, 306 E Jackson St, Tampa, FL 33602     Purchasing Department, 306 E Jackson Street, Tampa, FL 33602  
 Other: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

## DMI Solicited and Utilized Forms (Exhibit D)

**PLANNED WMBE/SLBE SOLICITATION & UTILIZATION - FORM MBD 10**



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. 22-D-02001 Contract Name: Tampa M.O.V.E.S. Design, Vision Zero, Sidewalks, and Neighborhood Improvements  
 Company Name: Alfka, LLC Address: 100 S. Ashley Ave., Suite 600, Tampa, FL 33602  
 Federal ID: 46-2417464 Phone: 813.544.2866 Fax: N/A Email: alfredo@alfka.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	14-1 993 874	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
S	20-3212557	APPLIED SCIENCES CONSULTING, INC. 100 NORTH ASHLEY DRIVE, SUITE 500, TAMPA, FL 33602 813.228.0900, 813.434.2454, EARAJ@APPLIEDFL.COM	CM	9925	E	Y
W	26-3947444	AREHNA ENGINEERING, INC. 5012 W. LEMON STREET, TAMPA, FL 33609 813.944.3464, 813.944.4959, JMCRRORY@AREHNA.COM	CF	9925	E	Y
W	65-0183924	FLORIDA TRANSPORTATION ENGINEERING, INC. 11458 N 53RD STREET, TAMPA, FL 33617 813.989.0729, 813.989.0731, RAVE@FTEINC.NET	AM	9925	E	Y
S & W	33-1142500	THE VALERIN GROUP, INC. 3903 NORTHDALE BLVD., STE 100W, TAMPA, FL 33624 813.751.0478, 813.925.4205, VALERIEC@VALERIN-GROUP.COM	CF	9912	E	Y
W	14-1993874	VISTRA COMMUNICATIONS, LLC 18315 N US HIGHWAY 41, LUTZ, FL 33549 813.961.4700, 813.961.4702, ED@CONSULTVISTRA.COM	BM	9912	E	Y
O	43-1623092	HNTB CORPORATION 201 NORTH FRANKLIN STREET, STE 1200, TAMPA, FL 33602 813.402.4150, 813.402.4245, LEBECKER@HNTB.COM	N/A	9925	E	Y
S&W	46-3156337	BALA CONSULTING SERVICES 18527 BITTEM AVE., LUTZ, FL 33568 813.962.4697, NA, BALAPADMAN@BALACS.NET	AM	9925	E	Y

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

Signed: Name/Title: Manager Date: 07/14/2022

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

Forms must be included with Bid / Proposal





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

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

Contract No.: 22-D-02001 Contract Name: Tampa M.O.V.E.S. Design: Vision Zero, Sidewalks, and Neighborhood Improvements  
 Company Name: Alfka, LLC Address: 100 S. Ashley Ave., Suite 600, Tampa, FL 33602  
 Federal ID: 46-2417464 Phone: 813-544-2866 Fax: NA Email: alfredo@alfka.com

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

No Firms were contacted or solicited for this contract.

No Firms were contacted because: \_\_\_\_\_

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

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

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

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services  NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
O	MCKIM & CREED, INC. 3903 NORTHDAL BLVD., SUITE 115E, TAMPA, FL 33624 941.301.1935, 813.549.3744, DCALDERONE@MCKIMCREED.COM	NA	925	E	Y
56-2136769					
W	ECHO UES, INC. 4803 GEORGE ROAD, SUITE 350, TAMPA, FL 33634 888-778-3246; JERRY.COMELLAS@ECHOUES.COM	HM	925	E	Y
81-4903226					
S&W	DARK MOSS, LLC 308 E 7TH AVE., TAMPA, FL, 33602 813.532.3440, NA, RICK@DARKMOSS.COM	BM	906	E	Y
83-1239282					
S&W	BRIGHTWATER SOLUTIONS, LLC 2163 37TH ST. N, ST. PETERSBURG, FL 33713 727.321.3688, NA, KBISHOP@BRIGHTWATERSOL.COM	CF	925	E	Y
83-2089699					
W	ARCHAEOLOGICAL CONSULTANTS INC. 8110 BLAIKIE COURT SUITE A SARASOTA, FL 34240 P. 941.379.6206 E. JMARSHALL@ACIFLORIDA.COM	CF	912	E	Y
59-1712538					
S	PAYNES ENVIRONMENTAL 5617 CAUSEWAY BLVD. TAMPA, FL 33619 813.677.6822, N/A, INFO@PAYNESENVIRONMENTAL.COM	CM	912	P	N
27-1037046					

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

Signed: Name/Title: Manager Date: 07/14/2022

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

# PLANNED WMBE/SLBE SOLICITATION & UTILIZATION - FORM MBD 20



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.: 22-D-02001 Contract Name: TAMPA M.O.V.E.S. DESIGN VISION ZERO, SIDEWALKS, & NEIGHBORHOOD IMPROVEMENTS  
 Company Name: ALFKA, LLC Address: 100 SOUTH ASHLEY DRIVE, SUITE 600, TAMPA, FL 33602  
 Federal ID: 46-2417464 Phone: 813.544.2866 Fax: N/A Email: alfredo@alfka.com

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

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

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

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

No Firms are listed to be utilized because: \_\_\_\_\_

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

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

S = SLBE W = WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials  NIGP Code Listed above	\$ Amount of Quota. Letter of Intent (LOI) if available	Percent of Scope or Contract %
S	APPLIED SCIENCES CONSULTING, INC. 100 NORTH ASHLEY DRIVE, SUITE 500, TAMPA, FL 33602 813.228.0900, 813.434.2454, EARAJ@APPLIEDFL.COM	CM	925	NA	6%
20-3212557					
W	AREHNA ENGINEERING, INC. 5012 W. LEMON STREET, TAMPA, FL 33609 813.944.3464, 813.944.4959, JMCORRY@AREHNA.COM	CF	925	NA	4%
26-3947444					
W	FLORIDA TRANSPORTATION ENGINEERING, INC. 11458 N 53RD STREET, TAMPA, FL 33617 813.989.0729, 813.989.0731, RAVE@FTEINC.NET	AM	925	NA	8%
65-0183924					
S&W	THE VALERIN GROUP, INC. 3903 NORTHDAL BLVD., STE 100W, TAMPA, FL 33624 813.751.0478, 813.925.4205, VALERIEC@VALERIN-GROUP.COM	CF	912	NA	4%
33-1142500					
W	VISTRA COMMUNICATIONS, LLC 18315 N US HIGHWAY 41, LUTZ, FL 33549 813.961.4700, 813.961.4702, ED@CONSULTVISTRA.COM	BM	912	NA	4%
14-1993874					
O	HNTB CORPORATION 201 NORTH FRANKLIN STREET, STE 1200, TAMPA, FL 33602 813.402.4150, 813.402.4245, LEBECKER@HNTB.COM	NA	925	NA	20%
43-1623092					
S&W	BALA CONSULTING SERVICES 18527 BITTEM AVE., LUTZ, FL 33558 813.962.4697, NA, BALAPADMAN@BALACS.NET	AM	925	NA	8%
46-3156337					

Total ALL Subcontract / Supplier Utilization \$ 70 %

Total SLBE Utilization \$ 53 %

Total WMBE Utilization \$ 67 %

Percent SLBE Utilization of Total Bid/Proposal Amt. 53 % Percent WMBE Utilization of Total Bid/Proposal Amt. 67 %

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

Signed: [Signature] Name/Title: Manager Date: 7/14/2022

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

Forms must be included with Bid / Proposal



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

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

Contract No.: 22-D-02001 Contract Name: Tampa M.O.V.E.S. Design: Vision Zero, Sidewalks, and Neighborhood Improvements  
 Company Name: Alfka, LLC Address: 100 S. Ashley Ave., Suite 600, Tampa, FL 33602  
 Federal ID: 46-2417464 Phone: 813.544.2866 Fax: N/A Email: alfredo@alfka.com

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

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

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

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

No Firms are listed to be utilized because: \_\_\_\_\_

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

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

S = SLBE W=WMBE O =Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials  NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
O	MCKIM & CREED, INC. 3903 NORTHDAL BLVD., SUITE 115E, TAMPA, FL 33624 941.301.1935, 813.549.3744, DCALDERONE@MCKIMCREED.COM	NA	925	NA	6%
56-2136789					
W	ECHO UES, INC. 4803 GEORGE ROAD, SUITE 350, TAMPA, FL 33634 888-778-3246; JERRY.COMELLAS@ECHOUES.COM	HM	925	NA	4%
81-4903226					
S&W	DARK MOSS, LLC 308 E 7TH AVE., TAMPA, FL, 33602 813.532.3440, NA, RICK@DARKMOSS.COM	BM	906	NA	4%
83-1239282					
S&W	BRIGHTWATER SOLUTIONS, LLC 2163 37TH ST. N, ST. PETERSBURG, FL 33713 727.321.3688, NA, KBISHOP@BRIGHTWATERSOL.COM	CF	925	NA	1%
83-2089699					
W	ARCHAEOLOGICAL CONSULTANTS INC. 8110 BLAIEKIE COURT SUITE A SARASOTA, FL 34240 P. 941.379.6206 E. JMARSHALL@ACIFLORIDA.COM	CF	912	NA	1%
59-1712538					
S&W	ALFKA, LLC 100 SOUTH ASHLEY DRIVE STE. 600. TAMPA, FL 33602 813.544.2866 (PRIME)	HM	925	NA	30%
46-2417464					

Total ALL Subcontract / Supplier Utilization \$ 70%

Total SLBE Utilization \$ 53%

Total WMBE Utilization \$ 67%

Percent SLBE Utilization of Total Bid/Proposal Amt. 53 % Percent WMBE Utilization of Total Bid/Proposal Amt. 67 %

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

Signed: \_\_\_\_\_ Name/Title: Manager Date: 07/14/2022

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

## **AGREEMENT FOR CONSULTANT SERVICES**

**THIS AGREEMENT** (“Agreement”) made and entered into at Tampa, Florida, as of the \_\_\_\_ day of \_\_\_\_\_, 2022, 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 Element Engineering Group, LLC, a Limited Liability Company authorized to do business in the State of Florida, (“FIRM”), the address of which is 1713 E. 9<sup>th</sup> Avenue Drive, Tampa, Florida 33605.

### **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 22-D-02002; Tampa M.O.V.E.S. Design: Vision Zero, Sidewalks & Neighborhood Improvements (“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 \$5,000,000 to be billed in accordance with **Exhibit B**.

**VI. PAYMENT**

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

**VII. RECORDS**

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

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

**VIII. PERSONNEL**

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

**IX. SUSPENSION, CANCELLATION OR ABANDONMENT**

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

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

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

## **X. TERMINATION**

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

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

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

## **XI. INSURANCE**

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

## **XII. INTERESTS OF MEMBERS OF THE CITY**

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

## **XIII. INTEREST OF THE FIRM**

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

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

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

## **XIV. COMPLIANCE WITH LAWS**

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

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

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

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

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

**XV. ASSIGNABILITY**

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

**XVI. EQUAL EMPLOYMENT**

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

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

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

**XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM**

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

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

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

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

**XVIII. CITY CODE OF ETHICS**

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



**XIX. NEGATION OF AGENT OR EMPLOYEE STATUS**

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

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

**XX. SEVERABILITY**

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

**XXI. CHOICE OF LAW**

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

**XXII. DESIGNATION OF FORUM**

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

**XXIII. AUTHORIZATION**

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

**XIV. ENTIRE AGREEMENT**

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

**XXV. INDEMNIFICATION**

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

**XXVI. ESTOPPEL/WAIVER**

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

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

**XXVII. AUDIT REQUIREMENTS.**

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

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

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

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

**XXVIII. DEFAULT**

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

## **XXX. SCRUTINIZED COMPANIES**

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

## **XXXI. PUBLIC RECORDS**

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

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

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

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

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

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

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

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

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

**XXXII. 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:**

Element Engineering Group, LLC

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title:  Pres  Exec/Sr Vice Pres  CEO  Gen Partner

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

Other (must attach proof of authority): \_\_\_\_\_

License no: \_\_\_\_\_

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

[SEAL]

**ATTEST:**

**CITY:**

City of Tampa, Florida

By: \_\_\_\_\_

City Clerk/Deputy City Clerk

[SEAL]

By: \_\_\_\_\_

Jane Castor, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Marcella T. Hamilton, Senior Assistant City Attorney

## **Exhibit A**

Tampa M.O.V.E.S. Design: Vision Zero, Sidewalks, & Neighborhood Improvements.  
RFQ 22-D-02002

### **SCOPE OF SERVICES**

#### **I. BACKGROUND**

The City of Tampa (City) requires the services of Element Engineering Group, LLC (Firm) and its subconsultants to perform complete streets design and vision zero quick build design services on City projects. Services shall include but are not limited to public involvement, surveying, complete streets roadway design, drainage and utility infrastructure design, vision zero quick build design, cycle and micro-mobility infrastructure design, cultural resource and environmental site assessments, subsurface utility engineering, landscape architecture, geotechnical engineering, project management services on projects with federal and state funding, and post design services. All work shall be performed in accordance with City Standards and Procedures.

#### **II. SCOPE OF PRODUCTION MANAGEMENT SUPPORT SERVICES**

These services will be managed through a series of subsequently issued task work order authorizations ("Work Order"). The Firm will coordinate with other agencies, City departments, and other City consultants in the delivery of these services. The Firm will perform a variety of services that may include, but are not limited to, the following:

##### **A. Capital Improvement Program (CIP) and Development Review Support:**

The Firm shall provide CIP and Development Review Support. These activities may include, but are not limited to, the following:

1. Planning, Design, Right of Way, and Construction cost estimates.
2. Agency coordination with agencies such as, Florida Department of Transportation (FDOT), Hillsborough Area Regional Transit Authority (HART), Hillsborough County Public Works Dept., Tampa Planning Organization (TPO), Hillsborough County Public Schools, Tampa Hillsborough Expressway Authority (THEA), and Tampa Bay Area Regional Transit Authority (TBARTA).
3. Engineering project plans review.
4. Development Projects Review.
5. Peer reviews and Value Engineering.
6. Grant application and management of alternative funding support (including Federal, State and Local grant programs).
7. Right-of-way review services.

8. Miscellaneous Testing and Investigation Services (i.e. Geotech, Arborist services, Subsurface Utility Exploration, Ground Penetrating Radar, Pavement Cores, etc.).
9. Perform geographical information systems (GIS) services.

## **B. Project Engineering & Planning**

The Firm shall provide technical professional expertise for miscellaneous project engineering and planning. These activities may include, but are not limited to, the following:

1. Project development and scoping.
2. Provide initial, interim, and final project cost estimates.
3. Preparation and management of project schedules.
4. Perform surveying and mapping services to City standards, meeting all additional requirements of FDOT state and federally funded programs.
5. Perform, manage, and review roadway, drainage, structures and traffic engineering analyses.
6. Perform concept level design.
7. Perform Cost/Benefit analysis.
8. Prepare, manage and review roadway design, drainage design (including BMPs), utility design and conflict resolution, structures design, lighting design, and traffic and signalization design plans packages for projects including complete streets, signing and pavement markings, Vision Zero quick builds, sidewalks, bicycle facilities and trails, neighborhood greenways, and intersection improvements.
9. Manage and design projects through the FDOT Local Agency Program (LAP) and other state and federally funded programs, adhering to respective project delivery requirements.
10. Perform necessary field reviews, technical meetings, quality assurance and quality control along with constructability and buildability reviews.
11. Prepare flexible and rigid pavement design packages.
12. Prepare, manage, and review temporary and full Traffic Control Plans (TCP) including detours and signage, per City requirements.
13. Prepare phased, full project design submittals, signed and sealed by the appropriate licensed professionals and respond to and resolve agency comments, including FDOT comments through the electronic review comments (ERC) system.

14. Provide, manage, and review cultural resource program services including, but not limited to, performance of archaeological/historic structure assessment surveys and subsequent reports, review of surplus property requests, Section 106 evaluations, historic architectural design, post-design construction support, and construction engineering inspection services.
15. Perform Environmental Site Assessments to ensure compliance with environmental documents and any required reevaluations. Perform all assessments necessary to comply with NEPA process.
16. Perform geographical information systems (GIS) services.
17. Perform and review geotechnical investigations and design.
18. Identification and application for environmental permits and other required permits necessary for project construction phase authorization.
19. Provide Utility Coordination services, matrices, conflict resolutions, and certifications.
20. Provide Railroad coordination and permitting services.
21. Coordinate with pertinent external agencies based on project needs and obtain necessary permits.
22. Perform arborist services, prepare landscape and irrigation design and construction plans.
23. Other miscellaneous planning, engineering, and project management services.
24. All deliverables will be in an electronic format, both Adobe and ACAD native.

**C. Communications Services:**

The Firm shall provide support in communications, public involvement, and stakeholder outreach. These activities may include, but are not limited to, the following:



1. Develop, update and maintain communication strategies at the project level.
2. Prepare materials and renderings for public and stakeholder meetings.
3. Organize and facilitate public and stakeholder meetings, both virtual and in-person, including informational meetings and workshops.
4. Develop and update a list of affected stakeholders for all projects.
5. Develop project-specific and stakeholder-specific outreach plans.
6. Develop, update, and maintain mailing lists, internet resources, website(s) and social media outreach efforts for individual projects and respond to project related citizen inquiries.
7. Develop, update, and maintain public-facing project Fact Sheets.

### **III. SCHEDULE**

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

### **IV. COMPENSATION**

For performing the services identified within this Scope of Services, the City shall pay the Firm the upset limit amount of \$5,000,000 in accordance with Exhibit "B" of this contract. The corresponding required DMI forms, progress reports, and invoices shall be submitted together, no more frequently than monthly.

There shall be no direct billing for expenses, miscellaneous expenses shall be included in the manhour estimates/fee for each task work order.

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

End of Scope of Services

**Tampa M.O.V.E.S. Design: Vision Zero, Sidewalks, & Neighborhood Improvements  
RFQ 22-D-02002**

**Exhibit B**

**FEE SCHEDULE**

**Yearly Escalation**

- Adjustments shall be based on the Employment Cost Index (ECI) Historical Listing published by the Bureau of Labor Statistics (<https://www.bls.gov/web/eci/echistrynaics.pdf>). Specifically, the escalation rate shall be calculated from the indices presented in Table 8 (Employment Cost Index for wages and salaries, for civilian workers, by occupational group and industry, service providing industries).
- Adjustments shall be made annually and shall be based on the percentage change in the ECI from September of the prior year to September of the current year. Prices may be adjusted from September of the prior year to September of the current year. Prices may be adjusted upward or downward.
- In the event the Bureau of Labor Statistics significantly alters the method of calculating the index, an appropriate adjustment shall be made to restore the contract adjustment mechanism to the original intent of the parties.

## RATE SCHEDULE

### Tampa M.O.V.E.S. Design: Vision Zero, Sidewalks, & Neighborhood Improvements RFQ 22-D-02002

<u>Item</u>	<u>Unit</u>	<u>Rate</u>
Chief Designer	Hour	\$ 150.00
Chief Engineer	Hour	\$ 240.00
Engineer	Hour	\$ 165.00
Engineering Intern	Hour	\$ 115.00
Engineering Technician	Hour	\$ 73.50
Project Manager	Hour	\$ 220.00
Secretary/Clerical	Hour	\$ 60.00
Senior Engineer	Hour	\$ 195.00
Senior Utility Coordinator	Hour	\$ 190.00
SUR Chief Surveyor	Hour	\$ 200.00
SUR Survey Project Manager	Hour	\$ 215.00
SUR Survey/GIS/SUE Analyst	Hour	\$ 140.00
Utility Coordinator	Hour	\$ 105.00
3-Person SUE Designating Crew	Day	\$ 2,100.00
3-Person SUE Locating Crew	Day	\$ 2,250.00
3-Person Survey Crew	Day	\$ 1,705.00
4-Person Survey Crew	Day	\$ 2,100.00



**Archaeological Consultants Incorporated**

**CULTURAL RESOURCE ASSESSMENT SURVEY SERVICES**

*Tampa M.O.V.E.S.  
22-D-02002*

<b>JOB CLASSIFICATION</b>	<b>BURDENED RATE</b>
Archaeologist Home	\$52.81
Chief Archaeologist Home	\$107.16
Chief Scientist Home	\$190.22
GIS Specialist Home	\$57.08
Scientist Home	\$96.80
Secretary/Clerical Home	\$78.48
Senior Archaeologist Home	\$72.07
Senior Scientist Home	\$111.32
<b>TOTAL</b>	

**Scope:** ACI will conduct all required cultural resource services necessary to comply with Section 106 of the National Historic Preservation Act of 1966 (Public Law 89-665, as amended), and with Chapters 267 and 373 Florida Statutes, Florida's Coastal Management Program, and implementing state regulations regarding possible impact to significant historical properties listed, potentially eligible, or eligible for listing in the NRHP, or otherwise of historical architectural or archaeological value. All work will be carried out in conformity with Part 2, Chapter 12 (Archaeological and Historical Resources) of the Florida Department of Transportation's Project Development and Environment Manual, and the standards contained in "Cultural Resource Management Standards and Operational Manual" Florida Division of Historical Resources, and the FDOT's Cultural Resource Management Handbook Florida Division of Historical Resources (FDHR). Also, the report will be prepared in accordance with specifications set forth in Chapter 1A-46, Florida Administrative Code.

The purpose of the work will be to locate and identify any prehistoric and historic period archaeological sites and historic structures within a project's area of potential effect (APE) and to assess site

CONSULTANT NAME: **Archaeological Consultants, Inc. (ACI)**

PREPARED BY: **Maranda Almy Kles, PhD, RPA**

DATE: July 8, 2022

July 6, 2022

ELEMENT ENGINEERING GROUP, LLC  
1713 E. 9<sup>th</sup> AVENUE  
TAMPA, FL 33605

### Schedule of Rates

Project No: RFQ 22-D-02002  
Project Title: Tampa M.O.V.E.S. Design: Vision Zero, Sidewalks, & Neighborhood Improvements.

Consultant: AREHNA Engineering, Inc.  
Subconsultant Name:


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The following rates are AREHNA's proposed staff rates for the above referenced contract.

STAFF CLASSIFICATION	BILLING RATE (\$/HR)
Chief Engineer	\$165.00
Clerical	\$60.00
Engineer	\$118.00
Engineer Intern	\$95.00
Engineering Technician	\$58.00
Principal Engineer	\$225.00
Senior Designer	\$101.00
Senior Engineer	\$210.00
Senior Engineering Technician	\$82.00

We look forward to working with you on the contract. If you have any questions or require further information, please contact our office at 813-944-3464.

Sincerely,



Jessica McRory, PE  
President

**Standard Items and Item Descriptions for Geotechnical and Materials firms**

Item #	Item Description	Unit	Unit Price
101	Aggregate Carbonates & Organic Matter FM 5-514	Test	\$ 135.64
102	Aggregate Org. Impurities S& for Concrete AASHTO T21	Test	\$ 61.58
104	Aggregate Sieve Ansys of Fine & Coarse AASHTO T27	Test	\$ 94.07
105	Aggregate Soundness AASHTO T104	Test	\$ 437.50
106	Aggregate Specific Gravity/Absorption Coarse AASHTO T85	Test	\$ 118.68
107	Aggregate Total Moisture Content by Drying AASHTO T255	Test	\$ 45.98
108	Aggregate Unit Mass & Voids AASHTO T19	Test	\$ 58.92
109	Aggregate Specific Gravity/Absorption Fine AASHTO T84	Test	\$ 173.25
200	Asphalt Bulk Specific Gravity FM 1-T166	Test	\$ 71.24
201	Asphalt Content FM 5-563	Test	\$ 149.19
204	Asphalt Gradation FM 1-T030	Test	\$ 330.00
207	Asphalt Los Angeles (LA) Abrasion Small Agg FM 1-T096	Test	\$ 353.00
208	Asphalt Max Specific Gravity FM 1-T209	Test	\$ 152.00
209	Asphalt Pavement Coring - 4in dia with Base Depth Check	Each	\$ 146.00
210	Asphalt Pvmt. Coring - 4in dia without Base Depth Check	Each	\$ 131.00
211	Asphalt Pavement Coring - 6in dia with Base Depth Check	Each	\$ 162.00
212	Asphalt Pvmnt Coring - 6in dia without Base Depth Check	Each	\$ 142.00
300	Concrete Beam Flexural Testing ASTM C78	Test	\$ 62.00
301	Concrete Compressive Strength of Grout/Mortar ASTM C109	Test	\$ 36.00
302	Concrete Cylinder Curing, Capping & Breaking ASTM C39	Test	\$ 27.00
303	Concrete Drilled Cores & Sawed Beams ASTM C42	Test	\$ 75.00
304	Concrete Masonry Unit Sampling & Testing ASTM C140	Test	\$ 121.75
305	Concrete Pavement Coring - 4in Dia	Each	\$ 175.00
306	Concrete Pavement Coring - 6in Dia	Each	\$ 207.00
401	Geo Auger Borings-H& & Truck/Mud Bug	LF	\$ 11.76
404	Geo Backhoe (Rental without labor)	Task	\$ 492.53
406	Geo Barge (Rental without labor)	Task	\$ 6,000.00
407	Geo Chainsaw (Owned)	Day	\$ 149.80
408	Geo Concrete Pad & Cover for Monitoring Wells	Each	\$ 305.56
415	Geo Double Ring Infiltration ASTM D3385	Each	\$ 566.84
417	Geo Dozer (Rental without labor)	Task	\$ 1,037.80
418	Geo Drill Crew Support Vehicle	Day	\$ 205.76
427	Geo Extra SPT Samples-Truck/Mud Bug 0-50 Ft	Each	\$ 64.58
428	Geo Extra SPT Samples-Truck/Mud Bug 50-100 Ft	Each	\$ 67.66
429	Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	\$ 80.82
430	Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	\$ 90.21
431	Geo Extra SPT Samples-Truck/Mud Bug 200-250 Ft	Each	\$ 105.15
432	Geo Field Perm 0-10 Ft Open-End Borehole Method	Each	\$ 388.28

433	Geo Field Perm 10-25Ft Open-End Borehole Method	Each	\$	499.91
440	Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft	LF	\$	6.34
441	Geo Grout Boreholes- Truck/Mud Bug 50-100 Ft	LF	\$	7.85
442	Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$	11.57
443	Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	\$	15.98
444	Geo Grout Boreholes- Truck/Mud Bug 200-250 Ft	LF	\$	15.75
445	Geo Grouted Monitor Well 2in 0-50 Ft	LF	\$	38.33
446	Geo H& Auger with DCP (0-50 ft) ASTM D1452	LF	\$	25.44
450	Geo Piezometer 2in 0-50 Ft	LF	\$	60.14
462	Geo Rock Coring Truck/Mud Bug 0-50 Ft 4in ID & over	LF	\$	60.57
463	GeoRocCoring Truck/MudBug 0-50 Ft less than 4in ID	LF	\$	49.39
464	Geo Rock Coring Truck/Mud Bug 50-100 Ft 4in ID over	LF	\$	69.27
465	GeoRocCoring Truck/MudBug 50-100 Ft les than 4in ID	LF	\$	58.22
466	GeoRocCoring Truck/MudBug 100-150 Ft 4in ID & over	LF	\$	81.42
467	GeoRocCoring Truck/MudBug 100-150 Ft les than 4in ID	LF	\$	72.15
468	GeoRocCoring Truck/MudBug 150-200 Ft 4in ID & over	LF	\$	97.07
469	GeoRocCoring Truck/MudBug 150-200 Ft les than 4in ID	LF	\$	99.75
470	GeoRocCoring Truck/MudBug 200-250 Ft 4in ID & over	LF	\$	124.55
471	GeoRocCoring Truck/MudBug 200-250 Ft les than 4in ID	LF	\$	77.37
472	Geo Saximeter Testing	Hour	\$	144.74
478	Geo SPT Truck/Mud Bug 0-50 Ft	LF	\$	15.79
479	Geo SPT Truck/Mud Bug 50-100 Ft	LF	\$	19.28
480	Geo SPT Truck/Mud Bug 100-150 Ft	LF	\$	31.22
481	Geo SPT Truck/Mud Bug 150-200 Ft	LF	\$	42.23
482	Geo SPT Truck/Mud Bug 200-250 Ft	LF	\$	50.30
488	Geo Temp Casing 3in Truck/Mud Bug 0-50 Ft	LF	\$	10.35
489	Geo Temp Casing 3in Truck/Mud Bug 50-100 Ft	LF	\$	14.25
490	Geo Temp Casing 3in Truck/Mud Bug 100-150 Ft	LF	\$	17.50
491	Geo Temp Casing 3in Truck/Mud Bug 150-200 Ft	LF	\$	20.99
492	Geo Temp Casing 3in Truck/Mud Bug 200-250 Ft	LF	\$	23.10
498	Geo Temp Casing 4in Truck/Mud Bug 0-50 Ft	LF	\$	11.63
499	Geo Temp Casing 4in Truck/Mud Bug 50-100 Ft	LF	\$	15.20
500	Geo Temp Casing 4in Truck/Mud Bug 100-150 Ft	LF	\$	16.50
501	Geo Temp Casing 4in Truck/Mud Bug 150-200 Ft	LF	\$	18.75
502	Geo Temp Casing 4in Truck/Mud Bug 200-250 Ft	LF	\$	22.38
508	Geo Temp Casing 6in Truck/Mud Bug 0-50 Ft	LF	\$	17.50
509	Geo Temp Casing 6in Truck/Mud Bug 50-100 Ft	LF	\$	20.94
510	Geo Temp Casing 6in Truck/Mud Bug 100-150 Ft	LF	\$	25.41
511	Geo Temp Casing 6in Truck/Mud Bug 150-200 Ft	LF	\$	28.35
512	Geo Temp Casing 6in Truck/Mud Bug 200-250 Ft	LF	\$	30.00
514	Geo Truck/Mud Bug Mobil (30 miles straightline distance)	Each	\$	565.00
519	Geo Undisturbed Samples Truck/Mud Bug 0-50 Ft	Each	\$	202.37
520	Geo Undisturbed Samples Truck/Mud Bug 50-100 Ft	Each	\$	242.67
521	Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$	315.00

522	Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	\$	268.70
531	Geo Truck/Mudbug Drill Rig and Crew (2-person)	Hour	\$	310.50
532	Geo Truck/Mudbug Drill Rig and Crew (3-person)	Hour	\$	302.20
538	Geo Clearing Equipment	Day	\$	2,075.00
539	Geo Wash Boring, 0-50 Ft	LF	\$	18.90
540	Geo Wash Boring, 50-100 Ft	LF	\$	13.42
541	Geo Wash Boring, 100-150 Ft	LF	\$	20.06
542	Geo Wash Boring, 150-200 Ft	LF	\$	19.44
543	Geo Wash Boring, 200-250 Ft	LF	\$	22.98
602	Mobilization - Vibration Monitoring Equipment	Each	\$	367.83
603	Mobilization Asphalt Coring Equipment	Each	\$	380.00
606	Mobilization Concrete Coring	Each	\$	380.00
612	Mobilization Drill Rig Truck Mount	Each	\$	495.00
702	MOT Channelizing Devices - Type I, II, VP, Drum (each)	Each	\$	3.00
706	MOT Portable Sign	Each	\$	48.00
708	MOT Provide Channelizing Devices - Cone	Each	\$	2.50
712	MOT Support Vehicle	Hour	\$	137.95
800	Soils Chloride Soil or Water FM 5-552	Test	\$	90.56
801	Soils Consol-Addtl Incrmnts AASHTO T216 (13 to 24 Loads)	Each	\$	92.75
802	Soils Consol-Addtl Incrmnts AASHTO T216 (up to 12 Loads)	Each	\$	605.16
803	Soils Consolidation - Constant Strain ASTM D4186	Test	\$	603.36
804	Soils Consol-Extend Load Incrmnts AASHTO T216	Day	\$	174.25
805	Soils Corrosion Series FM 5-550 through 5-553	Test	\$	274.97
806	Soils Direct Shear Consolid Drained/ Point FM 3-D3080	Test	\$	395.34
808	Soils Flexible Wall Permeability ASTM D5084	Test	\$	470.31
809	Soils Hydrometer Only AASHTO T88	Test	\$	135.27
810	Soils Limerock Bearing Ratio (LBR) FM 5-515	Test	\$	416.20
811	Soils Liquid Limit AASHTO T89	Test	\$	62.70
812	Soils Materials Finer than 200 Sieve FM 1-T011	Test	\$	50.00
817	Soils Moisture Content Laboratory AASHTO T265	Test	\$	17.23
818	Soils Moisture Content Microwave AASHTO D4643	Test	\$	20.09
819	Soils Organic Content Ignition FM 1 T-267	Test	\$	48.35
821	Soils Particle Size Anlys AASHTO T88 (Incl. Hydrometer)	Test	\$	194.95
822	Soils Particle Size Anlys AASHTO T88 (No Hydrometer)	Test	\$	73.96
823	Soils Permeability Constant Head AASHTO T215	Test	\$	365.00
824	Soils Permeability Falling Head FM 5-513	Test	\$	328.53
825	Soils pH Soil or Water FM 5-550	Test	\$	47.36
826	Soils Plastic Limit & Plasticity Index AASHTO T90	Test	\$	70.00
827	Soils Proctor Modified FM 1-T180	Test	\$	158.47
828	Soils Proctor Standard AASHTO T99	Test	\$	158.61
829	Soils Resistivity Soil or Water FM 5-551	Test	\$	70.00
831	Soils Specific Gravity AASHTO T100	Test	\$	86.63
832	Soils Split Tensile Strgth of Rock Cores ASTM D3967	Test	\$	151.28
833	Soils Sulfate Soil or Water FM 5-553	Test	\$	70.00



835	Soils Triaxl Consl-Drain (CD) Per Point/Cell ASTM D7181	Test	\$	578.38
836	Soils Tri Cnsl-Undrn (CU) Pt/Cell AASHTO T297/ASTM D4767	Test	\$	554.40
837	Soil Tri Unesl-Undrn (UU) Pt/Cell AASHTO T296/ASTM D2850	Test	\$	490.00
838	Soils Unconfined Compression - Rock ASTM D7012, Method C	Test	\$	155.74
839	Soils Unconfined Compress - Soil AASHTO T208/ASTM D2166	Test	\$	245.00

As the President of AREHNA Engineering, I certify that these are the normal rates charged to both private and public entities.

  
 Jessica McRory, PE



# dark moss

DESIGNING THE URBAN FOREST

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## FEE SCHEDULE FOR SERVICES

### LOADED RATES 2022

<u>JOB TITLE:</u>	<u>RATE:</u>
LANDSCAPE ARCHITECT	\$130.00
PROJECT ARBORIST	\$215.00
DESIGN STAFF I	\$105.00
DESIGN STAFF II	\$95.00
INVENTORY TECHNICIAN	\$75.00
LANDSCAPE ARCHITECT INTERN	\$105.00
CONSULTING ARBORIST	\$150.00



Effective June 13, 2022

<b>Administrative/Office Support</b>	<b>Rate</b>
Administrative Support I	\$75.00
Administrative Support II	\$85.00
Senior Administrative Support	\$120.00
Senior Administrative Supervisor	\$130.00
Administrative Department Manager	\$195.00
Reproduction Support	\$80.00
Information Systems I	\$95.00
Information Systems II	\$125.00
<b>Graphic Design</b>	
Graphic Designer I	\$85.00
Graphic Designer II	\$130.00
<b>Technical Writing</b>	
Technical Writer I	\$75.00
Technical Writer II	\$90.00
<b>Public Relations</b>	
Public Relations I	\$95.00
<b>Engineering</b>	
Engineering Technician I	\$85.00
Engineering Technician II	\$125.00
Engineer I	\$110.00
Engineer II	\$120.00
Engineer III	\$170.00
Senior Engineer I (PE)	\$235.00
Chief Engineer II (PE)	\$250.00
<b>Planning</b>	
Planner I	\$95.00
Planner II	\$115.00
Senior Planner I	\$140.00
Senior Planner II	\$165.00
<b>Construction Engineering Inspection (CEI)</b>	
Inspector I	\$62.00
Inspector II	\$76.00
Senior Inspector I	\$90.00
Senior Inspector II	\$106.00
Specialist (Materials, Contract, IT, etc.)	\$125.00
Project Administrator I	\$140.00
Project Administrator II	\$160.00
Inspection Manager	\$185.00
Resident Engineer	\$215.00
<b>National Bridge Inspection Standards (NBIS)/Bridge Inspection</b>	
NBIS Engineer	\$200.00
NBIS Team Leader	\$155.00
NBIS Team Member	\$80.00
<b>Expert Witness</b>	
Expert Witness Research	\$150.00
Expert Witness Testimony	\$300.00
<b>Designer</b>	
Designer I	\$144.00
Designer II	\$156.00
Designer III	\$168.00

<b>Environmental</b>	<b>Rate</b>
Environmental Scientist I	\$80.00
Environmental Scientist II	\$90.00
Environmental Scientist III	\$115.00
Chief Environmental Scientist	\$130.00
Senior Ecologist	\$160.00
<b>Geographic Information Systems (GIS)</b>	
GIS Technician	\$65.00
GIS Analyst I	\$85.00
GIS Analyst II	\$95.00
GIS Analyst III	\$130.00
GIS Project Manager	\$140.00
GIS Senior Project Manager	\$185.00
<b>Geomatics/Surveying and Mapping</b>	
2-Person Survey Crew	\$170.00
3-Person Survey Crew	\$220.00
4-Person Survey Crew	\$260.00
Survey Technician I	\$105.00
Survey Technician II	\$115.00
Survey Technician III	\$120.00
Surveyor IV (PSM/PLS)	\$150.00
Surveyor V (PSM/PLS)	\$180.00
Surveyor VI (PSM/PLS)	\$220.00
Surveyor VII Chief	\$275.00
<b>LiDAR (Remote Sensing)</b>	
Mobile LiDAR Daily Rate (Equipment)	\$4,500.00
Unmanned Autonomous System (UAS) Operator	\$155.00
UAS Technician	\$95.00
UAS LiDAR Daily Rate (Equipment)	\$1,500.00
<b>Ground Penetrating Radar (GPR)</b>	
GPR Technician	\$120.00
2-Person GPR/Concrete Imaging Crew	\$185.00
<b>Subsurface Utility Engineering (SUE)</b>	
1-Person Utility Designate	\$120.00
2-Person Utility Designate/Locate Crew	\$185.00
3-Person Vacuum Excavation SUE Crew	\$240.00
4-Person Vacuum Excavation SUE Crew	\$285.00
SUE Manager	\$180.00
Senior SUE Manager	\$220.00
Utility Locate Coordinator	\$150.00
Senior SUE Technician	\$120.00
<b>Management</b>	
Project Manager I	\$210.00
Senior Project Manager I	\$250.00
Senior Project Manager II	\$325.00
Supervising Engineer	\$235.00
Department Manager I	\$210.00
Department Manager II	\$250.00
Division Manager I	\$275.00
Division Manager II	\$325.00
Principal	\$405.00

## 2022 Community Development Florida Rate Schedule

Professionals include Economists, Planners, Designers, Landscape Architects, and Engineers.

Any changes in hourly rates to reflect increases in cost of living, taxes, benefits, etc. will take effect on January 1, 2023. Rates in the below table are "loaded" hourly rates and include all overhead, costs, and benefits per hourly unit rate.

Labor Classification	Invoice Rate
CSG Expert Witness	\$350.00
CSG Senior Director / VP	\$325.00
CSG Senior Director	\$265.00
CSG Director	\$225.00
CSG Senior Manager / Asst. Director	\$205.00
CSG Manager	\$185.00
CSG Assistant Manager	\$165.00
CSG Senior Project Professional	\$145.00
CSG Project Professional	\$130.00
CSG Senior Professional	\$115.00
CSG Professional	\$110.00
CSG Senior Technician	\$95.00
CSG Technician 2	\$85.00
CSG Technician 1	\$65.00
Environmental Manager	\$160.00
Project Environmental Specialist	\$100.00
Expert Witness	\$350.00
Principal	\$330.00
Technical/Professional 30	\$310.00
Technical/Professional 29	\$295.00
Technical/Professional 28	\$285.00
Technical/Professional 27	\$250.00
Technical/Professional 26	\$240.00
Technical/Professional 25	\$235.00
Technical/Professional 24	\$230.00
Technical/Professional 23	\$225.00
Technical/Professional 22	\$220.00
Technical/Professional 21	\$210.00
Technical/Professional 20	\$205.00
Technical/Professional 19	\$200.00
Technical/Professional 18	\$195.00
Technical/Professional 17	\$185.00
Technical/Professional 16	\$180.00
Technical/Professional 15	\$170.00
Technical/Professional 14	\$160.00
Technical/Professional 13	\$150.00
Technical/Professional 12	\$140.00
Technical/Professional 11	\$135.00
Technical/Professional 10	\$130.00
Technical/Professional 09	\$125.00
Technical/Professional 08	\$110.00
Technical/Professional 07	\$105.00
Technical/Professional 06	\$100.00
Technical/Professional 05	\$95.00
Technical/Professional 04	\$90.00
Technical/Professional 03	\$85.00
Technical/Professional 02	\$75.00
Technical/Professional 01	\$70.00
Technical/Support 1	\$50.00
Survey Crew - 3 Person	\$230.00
Surveyor	\$200.00
Survey Crew - 2 Person	\$180.00
Survey Senior CAD Operator	\$100.00
Survey Crew Chief	\$85.00

22-D-02002

Tampa M.O.V.E.S. Design: Vision Zero, Sidewalks,  
& Neighborhood Improvements  
Jacobs Engineering Group, Inc.  
Rate Schedule

Job Classification	Billing Rate
Project Manager	\$189.00
Chief Engineer/Planner/Scientist	\$245.51
Senior Project Manager	\$231.33
Senior Engineer/Planner/Scientist	\$202.06
Project Engineer/Planner/Scientist	\$145.64
Engineer Intern/Planner/Scientist	\$98.29
Public Involvement	\$176.55
Sr. CADD/Tecchnician	\$145.15
CADD/Technician	\$104.47
Safety/GIS Specialist	\$125.20
Permitting	\$88.91
Contract Coordinator	\$135.19
Administrative	\$74.68



QUEST  
*ecology*

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**FEE SCHEDULE FOR SERVICES**  
**LOADED RATES 2022**

PRINCIPAL ECOLOGIST	\$240.00
PROJECT MANAGER	\$205.00
EXPERT WITNESS	\$225.00
SENIOR ECOLOGIST	\$160.00 - \$180.00
ECOLOGIST	\$115.00 - 140.00
GIS SPECIALIST	\$ 120.00
PUBLIC INVOLVEMENT SPECIALIST	\$ 110.00
FIELD TECHNICIAN	\$ 85.00 - \$95.00
CLERICAL	\$ 75.00

# TIERRA

July 8, 2022

Element Engineering Group, Inc.  
1713 E. 9<sup>th</sup> Avenue  
Tampa, Florida 33605

Attn: Mr. Derek Gil, P.E.

**RE: Schedule of Rate Values for City of Tampa  
Tampa M.O.V.E.S. Design: Vision Zero, Sidewalks and  
Neighborhood Improvements  
Contract Number 22-D-02002  
City of Tampa, Hillsborough County, Florida  
Tierra Project No.: 6511-22-155**

Mr. Gil:

Thank you for the opportunity to join your team for the Tampa M.O.V.E.S. Design contract.

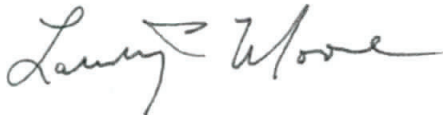
Please find attached Tierra's Schedule of Rate Values to be used on the contract. We trust that this will meet your needs for the Schedule of Rates Values requested by the City of Tampa.

Thank you once again for the opportunity to be part of your team.

Please let us know if you have any questions or need further information.

Sincerely,

**TIERRA, INC.**



Larry P. Moore, P.E.  
Principal Geotechnical Engineer

Item Description	Unit	Unit Price
101-Aggregate Carbonates & Organic Matter FM 5-514	Test	\$ 150.00
102-Aggregate Org. Impurities S& for Concrete AASHTO T21	Test	\$ 55.00
103-Aggregate Shell Content of Coarse Aggregate FM 5-555	Test	\$ 105.00
104-Aggregate Sieve Anlsys of Fine & Coarse AASHTO T27	Test	\$ 75.00
105-Aggregate Soundness AASHTO T104	Test	\$ 330.00
106-Aggregate Specific Gravity/Absorption Coarse AASHTO T85	Test	\$ 92.00
107-Aggregate Total Moisture Content by Drying AASHTO T255	Test	\$ 44.00
108-Aggregate Unit Mass & Voids AASHTO T19	Test	\$ 55.00
109-Aggregate Specific Gravity/Absorption Fine AASHTO T84	Test	\$ 105.00
200-Asphalt Bulk Specific Gravity FM 1-T166	Test	\$ 55.00
201-Asphalt Content FM 5-563	Test	\$ 145.00
204-Asphalt Gradation FM 1-T030	Test	\$ 85.00
206-Asphalt Los Angeles (LA) Abrasion Coarse Agg FM 3-C535	Test	\$ 365.00
207-Asphalt Los Angeles (LA) Abrasion Small Agg FM 1-T096	Test	\$ 315.00
209-Asphalt Pavement Coring – 4" dia with Base Depth Check	Each	\$ 250.00
210-Asphalt Pavement Coring – 4" dia without Base Depth Check	Each	\$ 200.00
211-Asphalt Pavement Coring – 6" dia with Base Depth Check	Each	\$ 275.00
212-Asphalt Pavement Coring – 6" dia without Base Depth Check	Each	\$ 225.00
300-Concrete Beam Flexural Testing ASTM C78	Test	\$ 60.00
301-Concrete Compressive Strength of Grout/Mortar ASTM C109	Test	\$ 33.00
302-Concrete Cylinder Curing, Capping & Breaking ASTM C39	Test	\$ 35.00
303-Concrete Drilled Cores & Sawed Beams ASTM C42	Test	\$ 60.00
305-Concrete Pavement Coring - 4" Dia	Each	\$ 200.00
306-Concrete Pavement Coring - 6" Dia	Each	\$ 225.00
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	\$ 11.20
402-Geo Auger Borings- Track	LF	\$ 15.40
403-Geo Backhoe (Owned)	Day	\$ 1,200.00
405-Geo Barge (Owned)	Day	\$ 3,010.00
407-Geo Chainsaw (Owned)	Day	\$ 82.00
415-Geo Double Ring Infiltration ASTM D3385	Each	\$ 575.00
416-Geo Dozer (Owned)	Day	\$ 1,600.00
418-Geo Drill Crew Support Vehicle	Day	\$ 270.00
422-Geo Extra SPT Samples-Barge/Track/Amphibious 000-050 Ft	Each	\$ 105.00
423-Geo Extra SPT Samples-Barge/Track/Amphibious 050-100 Ft	Each	\$ 105.00
424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each	\$ 120.00
425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each	\$ 120.00
427-Geo Extra SPT Samples-Truck/Mud Bug 000-050 Ft	Each	\$ 105.00
428-Geo Extra SPT Samples-Truck/Mud Bug 050-100 Ft	Each	\$ 105.00
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	\$ 120.00
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	\$ 120.00
432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each	\$ 335.00
434-Geo Ground Penetrating Radar (GPR)	Hour	\$ 315.00
435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft	LF	\$ 8.50



Item Description	Unit	Unit Price
436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft	LF	\$ 11.25
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	\$ 17.25
438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF	\$ 25.00
440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	\$ 6.25
441-Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft	LF	\$ 8.00
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$ 13.10
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	\$ 18.00
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF	\$ 33.00
450-Geo Piezometer 2" 000-050 Ft	LF	\$ 44.00
453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID	LF	\$ 62.00
455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID	LF	\$ 78.00
457-Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID	LF	\$ 85.00
459-Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID	LF	\$ 105.00
463-Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID	LF	\$ 45.00
465-Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID	LF	\$ 55.00
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF	\$ 60.00
473-Geo SPT Barge/Track/Amphibious 000-050 Ft	LF	\$ 22.00
474-Geo SPT Barge/Track/Amphibious 050-100 Ft	LF	\$ 28.90
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	\$ 53.00
476-Geo SPT Barge/Track/Amphibious 150-200 Ft	LF	\$ 70.00
478-Geo SPT Truck-Mud Bug 0-50 Ft	LF	\$ 15.50
479-Geo SPT Truck-Mud Bug 50-100 Ft	LF	\$ 18.10
480-Geo SPT Truck-Mud Bug 100-150 Ft	LF	\$ 32.00
481-Geo SPT Truck-Mud Bug 150-200 Ft	LF	\$ 42.00
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft	LF	\$ 14.50
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF	\$ 17.50
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF	\$ 21.00
486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF	\$ 26.00
488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	\$ 10.30
489-Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft	LF	\$ 14.00
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	\$ 17.50
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	\$ 22.00
515-Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft	Each	\$ 225.00
516-Geo Undisturbed Samples Barge/Track/Amphibious 050-100 Ft	Each	\$ 250.00
517-Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft	Each	\$ 305.00
518-Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft	Each	\$ 360.00
519-Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft	Each	\$ 200.00
520-Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft	Each	\$ 210.00
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$ 220.00
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	\$ 260.00
525-Geo Well Development	Hour	\$ 182.00
531-Geo Truck/Mudbug Drill Rig and Crew (2-person)	Hour	\$ 190.00

Item Description	Unit	Unit Price
532-Geo Truck/Mudbug Drill Rig and Crew (3-person)	Hour	\$ 270.00
533-Geo Track/Barge Drill Rig and Crew (2-person)	Hour	\$ 190.00
534-Geo Track/Barge Drill Rig and Crew (3-person)	Hour	\$ 270.00
535-Geo Clearing Equip- Tractor, Bush Hog Attachment	Day	\$ 1,400.00
536-Geo Clearing Equip-Skid Steer/ASV, ForestMulching Attach	Day	\$ 1,600.00
537-Geo Clearing Equip-Skid Steer/ASV, Brush Cutter Attach	Day	\$ 1,600.00
538-Geo Clearing Equipment	Day	\$ 2,100.00
539-Geo Wash Boring for Rock Cores 0-50 Ft	LF	\$ 10.00
540-Geo Wash Boring for Rock Cores 50-100 Ft	LF	\$ 12.25
541-Geo Wash Boring for Rock Cores 100-150 Ft	LF	\$ 22.00
603-Mobilization Asphalt Coring equipment	Each	\$ 350.00
606-Mobilization Concrete Coring	Each	\$ 350.00
608 Mobilization Drill Rig Amphibious	Each	\$ 10,750.00
609-Geo Mobilization Drill Rig Barge Mount	Each	\$ 9,500.00
610-Geo Mobilization Drill Rig Track Mount	Each	\$ 3,250.00
612-Geo Mobilization Drill Rig Truck Mount	Each	\$ 510.00
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each	\$ 780.00
618-Geo Mobilization Support Boat	Each	\$ 500.00
619-Geo Mobilization Tri-Pod	Each	\$ 1,310.00
620-Mobilization of Clearing Equipment	Each	\$ 600.00
701-MOT Attenuator Truck	Hour	\$ 208.00
702-MOT Channelizing Devices - Type I, II, VP, Drum (each)	Each	\$ 5.00
706-MOT Portable Sign	Each	\$ 45.00
708-MOT Provide Channelizing Devices - Cone	Each	\$ 5.00
710-MOT Shadow Vhcle w/ Adv. Warning Arrow & Attenuator	Hour	\$ 280.00
712-MOT Support Vehicle	Hour	\$ 155.00
800-Soils Chloride Soil or Water (FM 5-552)	Test	\$ 110.00
803-Soils Consolidation - Constant Strain (ASTM D4186)	Test	\$ 580.00
804-Soils Consolidation - Extended Load Increments (AASHTO T216)	Day	\$ 150.00
805-Soils Corrosion Series (FM 5-550 through 5-553)	Test	\$ 305.00
806-Soils Direct Shear Consolidated Drained/ Point AASHTO T 236	Test	\$ 355.00
810-Soils Limerock Bearing Ratio (LBR)(FM 5-515)	Test	\$ 350.00
811-Soils Liquid Limit (AASHTO T 89)	Test	\$ 60.00
812-Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	\$ 45.00
817-Soils Moisture Content Laboratory (AASHTO T 265)	Test	\$ 15.50
819-Soils Organic Content Ignition (FM 1 T-267)	Test	\$ 46.00
821-Soils Particle Size Analysis (AASHTO T 88) (Including Hydrometer)	Test	\$ 200.00
822-Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	Test	\$ 70.00
823-Soils Permeability Constant Head (AASHTO T 215)	Test	\$ 320.00
824-Soils Permeability Falling Head (FM 5-513)	Test	\$ 300.00
825-Soils pH Soil or Water (FM 5-550)	Test	\$ 39.00
826-Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test	\$ 70.00
827-Soils Proctor Modified (FM 1-T 180)	Test	\$ 124.00

Item Description	Unit	Unit Price
828-Soils Proctor Standard (AASHTO T 99)	Test	\$ 120.00
829-Soils Resistivity Soil or Water (FM 5-551)	Test	\$ 58.00
832-Soils Splitting Tensile Strength of Rock Cores (ASTM D3967)	Test	\$ 145.00
833-Soils Sulfate Soil or Water (FM 5-553)	Test	\$ 70.00
838-Soils Unconfined Compression - Rock (ASTM D7012, Method C)	Test	\$ 138.00
Arsenic (Method 6010/7471)	Each	\$ 9.00
Asbestos Samples	Each	\$ 15.00
BTEX and MTBE (Method 8260)	Each	\$ 65.00
Chlorinated Herbicides (Method 8151)	Each	\$ 100.00
Drilling Permit Costs IE DEP	Each	\$ 250.00
EDR Report	Each	\$ 500.00
Field Sampling Kit (soil)	Each	\$ 75.00
Field Sampling Survey Kit (water)	Each	\$ 75.00
Flagman and Barricades 2-Man Crew Own Equipment	Day	\$ 1,080.00
Handheld GPS	Per Day	\$ 80.34
Mercury Individual (Method 6010/7471)	Each	\$ 25.00
Organic Vapor Analyzer (OVA)	Day	\$ 150.00
Organochlorine Pesticides (Method 8081)	Each	\$ 100.00
Organophosphorous Pesticides (Method 8141)	Each	\$ 125.00
Polyaromatic Hydrocarbons (Method 8270)	Each	\$ 100.00
Polychlorinated Biphenals (8082)	Each	\$ 75.00
Power Auger Boring (includes decontamination to a depth of 25 feet)	Foot	\$ 11.90
RCRA 8 Metals (Method 6010/7471)	Each	\$ 65.00
RCRA Metals Individual (Method 6010/7471)	Each	\$ 9.00
Semi-Volatiles (Method 8270)	Each	\$ 200.00
Site Clearing to Access Boring or Test Locations	Hour	\$ 210.00
SPLP/TCLP Metals	Each	\$ 198.00
TPH Method FL-Pro	Each	\$ 65.00
Ultr Low Trace Mercury GW Individual (Method 1631)	Each	\$ 75.00
Volatile Organics (Method 8260)	Each	\$ 95.00
Volatile Organics BTEX/MTBE(Method 8260)	Each	\$ 60.00
<b>Engineering and Technical Support Services</b>		
Chief Engineer 2	Hour	\$ 219.60
Senior Engineer 1	Hour	\$ 187.34
Engineer 2	Hour	\$ 172.79
Chief Scientist	Hour	\$ 166.06
Senior Scientist	Hour	\$ 141.22
Senior Designer	Hour	\$ 118.83
Senior Engineering Technician	Hour	\$ 99.75
Engineering Intern	Hour	\$ 103.28
Secretary/Clerical	Hour	\$ 88.44
Engineering Technician	Hour	\$ 82.71

## 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, subcontractors, 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 <sup>1</sup>

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

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

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

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

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

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

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

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

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

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

<sup>1</sup> "M" indicates million(s), for example \$1M is \$1,000,000

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

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

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

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

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

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

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

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

#### ADDITIONAL REQUIREMENTS

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

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

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

- Contract Administration Department, 306 E Jackson St, Tampa, FL 33602     Purchasing Department, 306 E Jackson Street, Tampa, FL 33602  
 Other: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

## Exhibit D



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

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

Contract No.: 22-D-02002 Contract Name: Tampa M.O.V.E.S Design: Vision Zero, Sidewalks, & Neighborhood Improvements  
 Company Name: ELEMENT Engineering Group, LLC (MBE) Address: 1713 E. 9th Avenue | Tampa, FL 33605  
 Federal ID: 56-2565488 Phone: 813.386.2101 Fax: 813.386.2106 Email: dgil@elementeg.com

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

No Firms were contacted or solicited for this contract.

No Firms were contacted because: \_\_\_\_\_

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

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

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

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services  NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
Federal ID					
O	DRMP, Inc. 15310 Amberly Drive, Suite 200   Tampa, FL 33647 813.265.9800   sgarth@drmp.com	CM/CF	925	E	Y
59-1791174					
W	Archaeological Consultants, Inc. 8110 Blaikie Court, Suite A   Sarasota FL 34240 941.379.6206   mkles@aciflorida.com	CF	912	E	Y
59-1712538					
W	AREHNA Engineering, Inc. 5012 W Lemon Street   Tampa, Florida 33609 813.944.3464   813.944.4959   jmcroly@arehna.com	CF	925	E	Y
26-3947444					
S & W	Dark Moss, LLC 308 E 7th Ave   Tampa, Florida 33602 813.532.3440   info@darkmoss.com	AM	906	E	Y
83-1239282					
S & W	Quest Ecology, Inc. 735 Lakeview Dr.   Wimauma, FL 33598 813.642.0799   vivienne@questecology.com	CF	925	E	Y
07-10786					
W	Tierra, Inc. 7351 Temple Terrace Highway   Tampa, FL 33637 813.989.1354   813.989.1355   lmoore@tierraeng.com	HM	925	E	Y
59-3154723					
O	Jacobs Engineering Group, Inc. 201 N. Franklin Street, Suite 1400   Tampa, FL 33602 813.253.9361   katus.watson@jacobs.com	CM/CF	925	E	Y
95-4081636					

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

Signed:  Name/Title: Derek Gil, PE / President Date: 07/14/2022

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

Forms must be included with Bid / Proposal



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

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

Contract No.: 22-D-02002 Contract Name: Tampa M.O.V.E.S Design: Vision Zero, Sidewalks, & Neighborhood Improvements  
Company Name: ELEMENT Engineering Group, LLC (MBE) Address: 1713 E. 9th Avenue | Tampa, FL 33605  
Federal ID: 56-2565488 Phone: 813.386.2101 Fax: 813.386.2106 Email: dgil@elementeg.com

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

**No Firms were contacted or solicited for this contract.**

**No Firms were contacted because:**

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

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

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

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services  NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
O	GAI Consultants Community Service Group 618 East South Street, Suite 700   Orlando, FL 32801 407.423.8398   p.sechler@gaiconsultants.com	CM/CF	912/925	E	Y
25-1260999					

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

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

Signed:  Name/Title: Derek Gil, PE / President Date: 07/14/2022

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



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

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

Contract No.: 22-D-02002 Contract Name: Tampa M.O.V.E.S Design: Vision Zero, Sidewalks, & Neighborhood Improvements  
 Company Name: ELEMENT Engineering Group, LLC (MBE) Address: 1713 E. 9th AVENUE | TAMPA, FL 33605  
 Federal ID: 56-2565488 Phone: 813.386.2101 Fax: 813.386.2106 Email: dgil@elementeg.com

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

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

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

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

**No Firms are listed to be utilized because:** \_\_\_\_\_

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

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

S = SLBE W=WMBE O=Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials  NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
O	DRMP, Inc. 15310 Amberly Drive, Suite 200   Tampa, FL 33647 813.265.9800   sgarth@drmp.com	CM/CF	925	750000	15%
59-1791174					
W	Archaeological Consultants, Inc. 8110 Blaikie Court, Suite A   Sarasota FL 34240 941.379.6206   mkles@aciflorida.com	CF	912	100000	2%
59-1712538					
W	AREHNA Engineering, Inc. 5012 W Lemon Street   Tampa, Florida 33609 813.944.3464   813.944.4959   jmcroory@arehna.com	CF	925	100000	2%
26-3947444					
S & W	Dark Moss, LLC 308 E 7th Ave   Tampa, Florida 33602 813.532.3440   info@darkmoss.com	AM	906	250000	5%
83-1239282					
S & W	Quest Ecology, Inc. 735 Lakeview Dr.   Wimauma, FL 33598 813.642.0799   vivienne@questecology.com	CF	925	100000	2%
07-10786					
W	Tierra, Inc. 7351 Temple Terrace Highway   Tampa, FL 33637 813.989.1354   813.989.1355   lmoore@tierraeng.com	HM	925	100000	2%
59-3154723					
O	Jacobs Engineering Group, Inc. 201 N. Franklin Street, Suite 1400   Tampa, FL 33602 813.253.9361   katus.watson@jacobs.com	CF/CM	925	1000000	20%
95-4081636					

**Total ALL Subcontract / Supplier Utilization \$** 2900000

**Total SLBE Utilization \$** 350000

**Total WMBE Utilization \$** 650000

55% w/prime

**Percent SLBE Utilization of Total Bid/Proposal Amt.** 7 % **Percent WMBE Utilization of Total Bid/Proposal Amt.** 13 %

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

Signed:  Name/Title: Derek Gil, PE/President Date: 07/14/2022

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

**Forms must be included with Bid / Proposal**





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

**Page 3 of 4 – DMI Solicited/Utilized Schedules**  
**City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers)**  
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Contract No.: 22-D-02002 Contract Name: Tampa M.O.V.E.S Design: Vision Zero, Sidewalks, & Neighborhood Improvements  
 Company Name: ELEMENT Engineering Group, LLC (MBE) Address: 1713 E. 9th AVENUE | TAMPA, FL 33605  
 Federal ID: 56-2565488 Phone: 813.386.2101 Fax: 813.386.2106 Email: dgil@elementeg.com

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

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

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

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

No Firms are listed to be utilized because: \_\_\_\_\_

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

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

S = SLBE W=WMBE O=Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials  NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
O	GAI Consultants Community Service Group 618 East South Street, Suite 700   Orlando, FL 32801 407.423.8398   p.sechler@gaiconsultants.com	CF/CM	912/925	500000	10%
25-1260999					

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

Total ALL Subcontract / Supplier Utilization \$ 2900000  
 Total SLBE Utilization \$ 350000  
 Total WMBE Utilization \$ 650000 55% w/prime  
 Percent SLBE Utilization of Total Bid/Proposal Amt. 7 % Percent WMBE Utilization of Total Bid/Proposal Amt. 13 %

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this Contract.  
 Signed: Derek Gil Name/Title: Derek Gil, PE/President Date: 07/14/2022

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

**AGREEMENT FOR CONSULTANT SERVICES**

**THIS AGREEMENT** (“Agreement”) made and entered into at Tampa, Florida, as of the \_\_\_\_ day of \_\_\_\_\_, 2022, 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 Brindley Pieters and Associates, Inc., a Corporation authorized to do business in the State of Florida, (“FIRM”), the address of which is 2600 Maitland Center Parkway, Suite 180, Maitland, Florida 32751.

**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 22-D-02003; Tampa M.O.V.E.S. Design: Vision Zero, Sidewalks & Neighborhood Improvements (“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 \$5,000,000 to be billed in accordance with **Exhibit B**.

#### **VI. PAYMENT**

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

#### **VII. RECORDS**

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

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

#### **VIII. PERSONNEL**

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

#### **IX. SUSPENSION, CANCELLATION OR ABANDONMENT**

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

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

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

## **X. TERMINATION**

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

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

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

## **XI. INSURANCE**

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

## **XII. INTERESTS OF MEMBERS OF THE CITY**

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

## **XIII. INTEREST OF THE FIRM**

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

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

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

## **XIV. COMPLIANCE WITH LAWS**

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

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

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

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

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

**XV. ASSIGNABILITY**

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

**XVI. EQUAL EMPLOYMENT**

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

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

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

**XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM**

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

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

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

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

**XVIII. CITY CODE OF ETHICS**

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

**XIX. NEGATION OF AGENT OR EMPLOYEE STATUS**

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

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

**XX. SEVERABILITY**

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

**XXI. CHOICE OF LAW**

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

**XXII. DESIGNATION OF FORUM**

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

**XXIII. AUTHORIZATION**

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

**XIV. ENTIRE AGREEMENT**

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

**XXV. INDEMNIFICATION**

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

**XXVI. ESTOPPEL/WAIVER**

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

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

**XXVII. AUDIT REQUIREMENTS.**

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

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

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

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

**XXVIII. DEFAULT**

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

## **XXX. SCRUTINIZED COMPANIES**

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

## **XXXI. PUBLIC RECORDS**

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

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

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

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

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

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

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

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

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

**XXXII. 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:**

Brindley Pieters and Associates, Inc.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title:  Pres  Exec/Sr Vice Pres  CEO  Gen Partner

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

Other (must attach proof of authority): \_\_\_\_\_

License no: \_\_\_\_\_

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

[SEAL]

**ATTEST:**

**CITY:**

City of Tampa, Florida

By: \_\_\_\_\_

City Clerk/Deputy City Clerk

[SEAL]

By: \_\_\_\_\_

Jane Castor, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Marcella T. Hamilton, Senior Assistant City Attorney



## SCOPE OF SERVICES EXHIBIT A

Tampa M.O.V.E.S. Design: Vision Zero, Sidewalks, & Neighborhood Improvements.  
Contract 22-D-02003

### I. BACKGROUND

The City of Tampa (City) requires the services of Brindley Pieters and Associates Inc. (Firm) and its subconsultants to perform complete streets design and vision zero quick build design services on City projects. Services shall include but are not limited to public involvement, surveying, complete streets roadway design, drainage and utility infrastructure design, vision zero quick build design, cycle and micro-mobility infrastructure design, cultural resource and environmental site assessments, project management services on projects with federal and state funding, and post design services. All work shall be performed in accordance with City Standards and Procedures.

### II. SCOPE OF PRODUCTION MANAGEMENT SUPPORT SERVICES

These services will be managed through a series of subsequently issued task work order authorizations (“Work Order”). The Firm will coordinate with other agencies, City departments, and other City consultants in the delivery of these services. The Firm will perform a variety of services that may include, but are not limited to, the following:

#### A. Capital Improvement Program (CIP) and Development Review Support:

The Firm shall provide CIP and Development Review Support. These activities may include, but are not limited to, the following:

1. Planning, Design, Right of Way, and Construction cost estimates.
2. Agency coordination with agencies such as, Florida Department of Transportation (FDOT), Hillsborough Area Regional Transit Authority (HART), Hillsborough County Public Works Dept., Tampa Planning Organization (TPO), Hillsborough County Public Schools, Tampa Hillsborough Expressway Authority (THEA), and Tampa Bay Area Regional Transit Authority (TBARTA).
3. Engineering project plans review.
4. Development Projects Review.
5. Peer reviews and Value Engineering.
6. Grant application and management of alternative funding support (including Federal, State and Local grant programs).
7. Right-of-way review services.

8. Miscellaneous Testing and Investigation Services (i.e. Geotech, Arborist services, Subsurface Utility Exploration, Ground Penetrating Radar, Pavement Cores, etc.).
9. Perform geographical information systems (GIS) services.

**B. Project Engineering & Planning**

The Firm shall provide technical professional expertise for miscellaneous project engineering and planning. These activities may include, but are not limited to, the following:

1. Project development and scoping.
2. Provide initial, interim, and final project cost estimates.
3. Preparation and management of project schedules.
4. Perform surveying and mapping services to City standards, meeting all additional requirements of FDOT state and federally funded programs.
5. Perform, manage, and review roadway, drainage, structures and traffic engineering analyses.
6. Perform concept level design.
7. Perform Cost/Benefit analysis.
8. Prepare, manage and review roadway design, drainage design (including BMPs), utility design and conflict resolution, structures design, lighting design, and traffic and signalization design plans packages for projects including complete streets, signing and pavement markings, Vision Zero quick builds, sidewalks, bicycle facilities and trails, neighborhood greenways, and intersection improvements.
9. Manage and design projects through the FDOT Local Agency Program (LAP) and other state and federally funded programs, adhering to respective project delivery requirements.
10. Perform necessary field reviews, technical meetings, quality assurance and quality control along with constructability and buildability reviews.
11. Prepare flexible and rigid pavement design packages.
12. Prepare, manage, and review temporary and full Traffic Control Plans (TCP) including detours and signage, per City requirements.
13. Prepare phased, full project design submittals, signed and sealed by the appropriate licensed professionals and respond to and resolve agency comments, including FDOT comments through the electronic review comments (ERC) system.
14. Provide, manage, and review cultural resource program services including, but not limited to, performance of archaeological/historic structure assessment surveys and subsequent reports, review of surplus property requests, Section 106 evaluations, historic architectural design, post-design construction support, and construction engineering inspection services.

15. Perform Environmental Site Assessments to ensure compliance with environmental documents and any required reevaluations. Perform all assessments necessary to comply with NEPA process.
16. Perform geographical information systems (GIS) services.
17. Perform and review geotechnical investigations and design.
18. Identification and application for environmental permits and other required permits necessary for project construction phase authorization.
19. Provide Utility Coordination services, matrices, conflict resolutions, and certifications.
20. Provide Railroad coordination and permitting services.
21. Coordinate with pertinent external agencies based on project needs and obtain necessary permits.
22. Perform arborist services, prepare landscape and irrigation design and construction plans.
23. Other miscellaneous planning, engineering, and project management services.
24. All deliverables will be in an electronic format, both Adobe and ACAD native.

**C. Communications Services:**

The Firm shall provide support in communications, public involvement, and stakeholder outreach. These activities may include, but are not limited to, the following:

1. Develop, update and maintain communication strategies at the project level.
2. Prepare materials and renderings for public and stakeholder meetings.
3. Organize and facilitate public and stakeholder meetings, both virtual and in-person, including informational meetings and workshops.
4. Develop and update a list of affected stakeholders for all projects.
5. Develop project-specific and stakeholder-specific outreach plans.
6. Develop, update, and maintain mailing lists, internet resources, website(s) and social media outreach efforts for individual projects and respond to project related citizen inquiries.
7. Develop, update, and maintain public-facing project Fact Sheets.

**III. SCHEDULE**

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



Suite 105  
5601 Mariner Street  
Tampa, Florida 33609  
813.523.4694  
www.bpa-engineers.com

authorization, or as requested by the City Project Manager, in accordance with the schedule associated with funding.

#### **IV. COMPENSATION**

For performing the services identified within this Scope of Services, the City shall pay the Firm the upset limit amount of \$5,000,000 in accordance with Exhibit "B" of this contract. The corresponding required DMI forms, progress reports, and invoices shall be submitted together, no more frequently than monthly.

There shall be no direct billing for expenses, miscellaneous expenses shall be included in the manhour estimates/fee for each task work order.

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

End of Scope of Services



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## FEE SCHEDULE EXHIBIT B

### Yearly Escalation

- Adjustments shall be based on the Employment Cost Index (ECI) Historical Listing published by the Bureau of Labor Statistics (<https://www.bls.gov/web/eci/echistrynaics.pdf>). Specifically, the escalation rate shall be calculated from the indices presented in Table 8 (Employment Cost Index for wages and salaries, for civilian workers, by occupational group and industry, service providing industries).
- Adjustments shall be made annually and shall be based on the percentage change in the ECI from September of the prior year to September of the current year. Prices may be adjusted from September of the prior year to September of the current year. Prices may be adjusted upward or downward.
- In the event the Bureau of Labor Statistics significantly alters the method of calculating the index, an appropriate adjustment shall be made to restore the contract adjustment mechanism to the original intent of the parties.

July 18, 2022

Contract 22-D-02003

Tampa M.O.V.E.S. Design Vision Zero, Sidewalks & Neighborhood Improvements

Billing Fee Schedule

Staff Classification	Hourly Billing Rate
Principal in Charge	\$277.20
Program Manager	\$203.17
Deputy Program Manager	\$209.72
Civil Project Engineer	\$226.24
Structural Project Engineer	\$224.00
QA/QC Engineer	\$171.95
Senior Designer	\$174.61
Lead Designer	\$148.09
Designer	\$118.47
Drainage Designer	\$120.26
Senior Utility Coordinator	\$143.19
Utility Coordinator	\$89.60
CAD	\$111.08
Administrative	\$67.20





**Archaeological Consultants Incorporated**

**CULTURAL RESOURCE ASSESSMENT SURVEY SERVICES**

*Tampa M.O.V.E.S.*

<b>JOB CLASSIFICATION</b>	<b>BURDENED RATE</b>
Archaeologist Home	\$52.81
Chief Archaeologist Home	\$107.16
Chief Scientist Home	\$190.22
GIS Specialist Home	\$57.08
Scientist Home	\$96.80
Secretary/Clerical Home	\$78.48
Senior Archaeologist Home	\$72.07
Senior Scientist Home	\$111.32
<b>TOTAL</b>	

**Scope:** ACI will conduct all required cultural resource services necessary to comply with Section 106 of the National Historic Preservation Act of 1966 (Public Law 89-665, as amended), and with Chapters 267 and 373 Florida Statutes, Florida's Coastal Management Program, and implementing state regulations regarding possible impact to significant historical properties listed, potentially eligible, or eligible for listing in the NRHP, or otherwise of historical architectural or archaeological value. All work will be carried out in conformity with Part 2, Chapter 12 (Archaeological and Historical Resources) of the Florida Department of Transportation's Project Development and Environment Manual, and the standards contained in "Cultural Resource Management Standards and Operational Manual" Florida Division of Historical Resources, and the FDOT's Cultural Resource Management Handbook Florida Division of Historical Resources (FDHR). Also, the report will be prepared in accordance with specifications set forth in Chapter 1A-46, Florida Administrative Code.

The purpose of the work will be to locate and identify any prehistoric and historic period archaeological sites and historic structures within a project's area of potential effect (APE) and to assess site

CONSULTANT NAME: **Archaeological Consultants, Inc. (ACI)**

PREPARED BY: **Maranda Almy Kles, PhD, RPA**

DATE: July 8, 2022

# HOURLY BILLING RATES

Effective: December 20, 2021

Category	Rate <sup>1</sup>
Principal	\$300
Program Manager	\$260
Senior Project Manager	\$235
Project Manager	\$180
Senior Project Engineer	\$160
Project Engineer	\$140
Principal Traffic Engineer	\$260
Senior Traffic Engineer	\$160
Traffic Engineer	\$140
Traffic Analyst	\$125
Principal Environmental Scientist	\$260
Senior Environmental Scientist	\$160
Lead Environmental Scientist	\$120
Environmental Scientist	\$110
GIS Analyst	\$115
Principal Planner	\$260
Senior Planner	\$160
Planner	\$120
Principal Architect	\$260
Senior Architect	\$180
Architect	\$160
Senior Architectural Manager	\$150
Architectural Manager	\$145
Senior Architectural Designer	\$140
Architectural Designer	\$125
Interior Designer	\$125
Principal Structural Engineer	\$260
Senior Structural Engineer	\$180
Structural Engineer	\$140
Principal MEP Engineer	\$260
Senior MEP Project Engineer	\$180
MEP Project Engineer	\$140
Principal Landscape Architect	\$260
Senior Landscape Architect	\$160
Landscape Architect	\$135

Category	Rate <sup>1</sup>
Project Coordinator	\$100
Senior Project Designer	\$145
Project Designer	\$130
Senior Design Technician	\$125
Design Technician	\$105
CADD Technician	\$95
Graphic Designer	\$120
Administrative	\$90
Clerical	\$75
Network Admin. (I)	\$95
Senior Construction Manager	\$165
Construction Manager	\$140
Construction Field Representative II	\$125
Construction Field Representative I	\$95
Principal Surveyor	\$260
Senior Professional Surveyor	\$160
Professional Surveyor and Mapper	\$145
Field Technician/Designer	\$120
Surveyor in Training	\$110
Survey Project Manager/CADD	\$135
Field Crew Coordinator	\$125
Survey Party Chief	\$100
Survey Instrument Man	\$90
Senior Survey CADD Technician	\$125
Survey CADD Technician	\$95
Survey Crew (2 Man)	\$180
Survey Crew (Construction Staking - 2 Man)	\$220
Survey Crew (3 Man)	\$260
GPS (1 Man) / Robotics	\$165
GPS (2 Man)	\$220
1 Man Scanner/Laser Survey Crew	\$285
2 Man Scanner/Laser Survey Crew	\$320

1 - Hourly rates include all labor; overhead; margins and profit. Travel over 100 miles will be charged at the current IRS Rates. Expenses for airfare, hotel, car rental, and meals will be invoiced as a reimbursable expense. Outside Reimbursable markup will be 10% over actual cost. Subconsultant markup will be 7% of the total subconsultant costs.





UTILITY ENGINEERING & SURVEY

ECHO UES, Inc.

*Grow, Inspire, Make a Difference*

PROJECT: City of Tampa - MOVES

Survey Field Crew Rates		
<b>SUR Party Chief</b>		
Blended Rate = \$	30.85	
Overhead = \$	34.24	
Operating Margin = \$	12.34	
FCCM = \$	0.17	
Direct Expense = \$	1.05	
<b>Loaded Rate = \$</b>	<b>78.66</b>	
<b>SUR Survey Technician 3 (Senior)</b>		
Blended Rate = \$	26.76	
Overhead = \$	29.70	
Operating Margin = \$	10.70	
FCCM = \$	0.15	
Direct Expense = \$	0.91	
<b>Loaded Rate = \$</b>	<b>68.23</b>	
<b>SUR Survey Technician 1 (Entry)</b>		
Blended Rate = \$	18.82	
Overhead = \$	20.89	
Operating Margin = \$	7.53	
FCCM = \$	0.11	
Direct Expense = \$	0.64	
<b>Loaded Rate = \$</b>	<b>47.98</b>	
Crew	Hourly Rate	Daily Rate (8 hour day)
2 Person	\$ 146.87	\$ 1,174.96
3 Person	\$ 194.86	\$ 1,558.88
4 Person	\$ 242.84	\$ 1,942.72

SUE Field Crew Rates		
<b>SUE Field Crew Supervisor I</b>		
Blended Rate = \$	51.16	
Overhead = \$	56.79	
Operating Margin = \$	20.46	
FCCM = \$	0.29	
Direct Expense = \$	1.74	
<b>Loaded Rate = \$</b>	<b>130.44</b>	
<b>SUR SUE Technician 2 (Junior)</b>		
Blended Rate = \$	27.20	
Overhead = \$	30.19	
Operating Margin = \$	10.88	
FCCM = \$	0.15	
Direct Expense = \$	0.92	
<b>Loaded Rate = \$</b>	<b>69.35</b>	
<b>SUR SUE Technician 1 (Entry)</b>		
Blended Rate = \$	18.15	
Overhead = \$	20.15	
Operating Margin = \$	7.26	
FCCM = \$	0.10	
Direct Expense = \$	0.62	
<b>Loaded Rate = \$</b>	<b>46.28</b>	
Crew	Hourly Rate	Daily Rate (8 hour day)
2 Person	\$ 199.79	\$ 1,598.32
3 Person	\$ 246.06	\$ 1,968.48



UTILITY ENGINEERING & SURVEY

ECHO UES, Inc.

*Grow, Inspire, Make a Difference*

PROJECT: City of Tampa - MOVES

Office Rates	
<b>Project Manager 3</b>	
Blended Rate = \$	88.94
Overhead = \$	98.72
Operating Margin = \$	35.58
FCCM = \$	0.50
Direct Expense = \$	3.02
<b>Loaded Rate = \$</b>	<b>226.76</b>
<b>SUR Principal Surveyor</b>	
Blended Rate = \$	88.94
Overhead = \$	98.72
Operating Margin = \$	35.58
FCCM = \$	0.50
Direct Expense = \$	3.02
<b>Loaded Rate = \$</b>	<b>226.76</b>
<b>SUR Project Surveyor</b>	
Blended Rate = \$	56.65
Overhead = \$	62.88
Operating Margin = \$	22.66
FCCM = \$	0.32
Direct Expense = \$	1.93
<b>Loaded Rate = \$</b>	<b>144.43</b>

<b>Overhead Rate =</b>	111.00%
<b>Operating Margin Rate =</b>	40.00%
<b>FCCM Rate =</b>	0.560%
<b>Direct Expense Rate =</b>	3.40%

SUR Survey/GIS/SUE Analyst 3 (Sr)	
Blended Rate = \$	35.37
Overhead = \$	39.26
Operating Margin = \$	14.15
FCCM = \$	0.20
Direct Expense = \$	1.20
<b>Loaded Rate = \$</b>	<b>90.18</b>

## RATE SCHEDULE

### Tampa M.O.V.E.S. Design: Vision Zero, Sidewalks, & Neighborhood Improvements RFQ 22-D-02003

<u>Item</u>	<u>Unit</u>	<u>Rate</u>
Secretary/Clerical	Hour	\$ 60.00
SUR Chief Surveyor	Hour	\$ 200.00
SUR Survey Project Manager	Hour	\$ 215.00
SUR Survey/GIS/SUE Analyst	Hour	\$ 140.00
3-Person SUE Designating Crew	Day	\$ 2,100.00
3-Person SUE Locating Crew	Day	\$ 2,250.00
3-Person Survey Crew	Day	\$ 1,705.00
4-Person Survey Crew	Day	\$ 2,100.00



**HYATT SURVEY SERVICES, INC.**  
**RATE SCHEDULE**  
(2022)

<u>BILLING UNIT</u>	<u>HOURLY RATE*</u>
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Field Crews:

Field Survey Crew: (1 Person)	\$ 110.00
Field Survey Crew: (2 Person)	\$ 145.00
Field Survey Crew: (3 Person)	\$ 180.00

Note: All Field Crew rates include either robotic total station or RTK GPS equipment.

Hydrographic Survey Crew:

Single Beam Surveys:	\$ 1,700.00/day
Multi Beam Surveys:	\$ 2,500.00/day

Note: Hydrographic Survey Crew rate includes all personnel and equipment for an 8-hour day.

Office:

Survey Technician	\$ 115.00
Professional Surveyor & Mapper	\$ 150.00
Senior Professional Surveyor & Mapper	\$ 180.00

Administrative Assistant:	\$ 50.00
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Additional Equipment:

Sherp ATV: (w/o operator)	\$ 750.00/day
Marshmaster: (w/o operator)	\$ 500.00/day
Airboat: (w/o operator)	\$ 450.00/day
4WD ATV/UTV:	\$ 100.00/day

\*Note: Labor rates shown above do not include reimbursable costs. All reimbursable costs associated with travel (ie. Per Diem & Lodging) will be invoiced to the client at our cost with no mark up.

# MC Squared, LLC

**Bid No.:** \_\_\_\_\_  
**CPA No.:** \_\_\_\_\_  
**Client:** City of Tampa  
**Department:** \_\_\_\_\_  
**Address** \_\_\_\_\_  
  
**County Designee:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_

**Consultant:** MC Squared, LLC

**Subconsultant:** \_\_\_\_\_

**Contract:** TAMPA M.O.V.E.S. DESIGN: VISION ZERO, SIDEWALKS, & NEIGHBORHOOD IMPRO

	FDOT OH Rate	FCCM	Profit	Expense	Negotiated Multiplier
<b>Negotiations Table</b>	215.26%	1.550%	12.00%	4.25%	3.100000

Personnel	Classification Group	Actual Rates	Loaded Hourly Rate	Negotiated Maximum (Hourly)
(Last Name, First Name)	Chief Engineer 2			\$ 272.61
Stewart, Winston, PE		\$ 83.18	\$ 257.86	
Ali, Thomas		\$ 94.47	\$ 292.86	
Vaddu, Prashanth		\$ 81.33	\$ 252.12	
(Last Name, First Name)	Principal Engineer			\$ 277.16
Bazzaz, Mohammad "Moe"		\$ 60.00	\$ 186.00	
Diorio, Nicholas Stephen		\$ 47.84	\$ 148.30	
Vaddu, Prashanth		\$ 81.33	\$ 252.12	
(Last Name, First Name)	Engineer 1			\$ 138.61
Alhamami, Abdulrahman		\$ 24.48	\$ 75.89	
Althamrawi, Ammar		\$ 23.00	\$ 71.30	
Blazevic, Dario		\$ 23.92	\$ 74.15	
Fritz, Brent		\$ 25.00	\$ 77.50	
Foroutan, Maziar		\$ 34.86	\$ 108.07	
James, Jeremy		\$ 27.50	\$ 85.25	
Pool, Brent		\$ 25.20	\$ 78.12	
Thapa, Keshav		\$ 37.50	\$ 116.25	
Gomez, Sergio		\$ 33.75	\$ 104.63	
Timilsina, Ankeet		\$ 25.74	\$ 79.79	
Beigi, Pejmon		\$ 24.72	\$ 76.63	
(Last Name, First Name)	Project Manager 1			\$ 195.28
Nason, Steven		\$ 46.50	\$ 144.15	
Fox, Jordan		\$ 41.15	\$ 127.57	
Gomez, Sergio		\$ 33.75	\$ 104.63	
(Last Name, First Name)	CADD/Computer Technician			\$ 88.27
Mehdipour, Haleh		\$ 27.23	\$ 84.41	
Frantz, Keagan		\$ 20.28	\$ 62.87	
(Last Name, First Name)	Engineering Technician			\$ 84.08
Green, Michael		\$ 20.00	\$ 62.00	Wage Rate Capped
Canan, Gavin		\$ 24.99	\$ 77.47	
James, Jeremy		\$ 27.50	\$ 85.25	
Pool, Brent		\$ 25.20	\$ 78.12	
Blazevic, Dario		\$ 23.92	\$ 74.15	
(Last Name, First Name)	Secretary/Clerical			\$ 83.39
Canan, Tiffany		\$ 19.76	\$ 61.26	
Chestnut, Michelle		\$ 19.60	\$ 60.76	
Cole, Melissa		\$ 42.90	\$ 132.99	
Aryal, Pratigya		\$ 22.00	\$ 68.20	
Sadler, Rachael		\$ 48.66	\$ 150.85	

Personnel	Classification Group	Actual Rates	Loaded Hourly Rate	Negotiated Maximum (Hourly)
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I do hereby certify that the current rates shown above are the actual rates for these employees, effective as of: 15-Jul-22  
Date



July 15, 2022

Consultant

Date

Title

COO, Tom Ali



## Fee Proposal

Bid No. \_\_\_\_\_

CPA/BPA No.: \_\_\_\_\_

Consultant MC Squared

Prime:  Check    Sub:  Check

FDOT OH Rate	FCCM	Profit	Expense
215.16%	1.550%	12.00%	4.25%

**\*\*Negotiated Multiplier for Billing:**

3.10000

PERSONNEL CLASSIFICATION	Maximum Rate (Hourly)
Chief Engineer 2	\$ 272.61
Principal Engineer	\$ 277.16
Engineer 1	\$ 138.61
Project Manager 1	\$ 195.28
CADD/Computer Technician	\$ 88.27
Engineering Technician	\$ 84.08
Secretary/Clerical	\$ 83.39
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

I do hereby certify that the current Maximum Billing Rates shown above, are the actual hourly rates times the multiplier by classification.



\_\_\_\_\_  
Consultant

7/15/2022

\_\_\_\_\_  
Date



July 15, 2022

Tampa MOVES Design Plan:  
Patel, Greene and Associates, LLC Current Billing Hourly Rates

Proposed Staff Title	Current Billing Hourly Rate (\$)
Chief Traffic Engineer	\$265.68
Traffic Engineer	\$158.80
Traffic Engineering Intern	\$102.30
Traffic Designer	\$161.85
Landscape Architect	\$164.91
Landscape Designer	\$95.43





RE: Tampa M.O.V.E.S. DESIGN: VISION ZERO, SIDEWALKS, & NEIGHBORHOOD IMPROVEMENTS, 22-D-02003

Quest would like to respectfully submit the below classifications/rates for the above referenced project.

Classification	Hourly Rate
Senior Public Engagement	\$125
Public Engagement	\$90
Graphic Designer	\$105
Multimedia Specialist	\$85
GIS Specialist	\$85

If you have any questions please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Elisa DiGrazia".

Elisa DiGrazia  
Executive Vice President  
[Elisa.DiGrazia@QCAusa.com](mailto:Elisa.DiGrazia@QCAusa.com)  
813-368-6897



QUEST  
*ecology*

---

**FEE SCHEDULE FOR SERVICES**  
**LOADED RATES 2022**

PRINCIPAL ECOLOGIST	\$240.00
PROJECT MANAGER	\$205.00
EXPERT WITNESS	\$225.00
SENIOR ECOLOGIST	\$160.00 - \$180.00
ECOLOGIST	\$115.00 - 140.00
GIS SPECIALIST	\$ 120.00
PUBLIC INVOLVEMENT SPECIALIST	\$ 110.00
FIELD TECHNICIAN	\$ 85.00 - \$95.00
CLERICAL	\$ 75.00

Item Description	Unit	Unit Price
101-Aggregate Carbonates & Organic Matter FM 5-514	Test	\$ 150.00
102-Aggregate Org. Impurities S& for Concrete AASHTO T21	Test	\$ 55.00
103-Aggregate Shell Content of Coarse Aggregate FM 5-555	Test	\$ 105.00
104-Aggregate Sieve Anlsys of Fine & Coarse AASHTO T27	Test	\$ 75.00
105-Aggregate Soundness AASHTO T104	Test	\$ 330.00
106-Aggregate Specific Gravity/Absorption Coarse AASHTO T85	Test	\$ 92.00
107-Aggregate Total Moisture Content by Drying AASHTO T255	Test	\$ 44.00
108-Aggregate Unit Mass & Voids AASHTO T19	Test	\$ 55.00
109-Aggregate Specific Gravity/Absorption Fine AASHTO T84	Test	\$ 105.00
200-Asphalt Bulk Specific Gravity FM 1-T166	Test	\$ 55.00
201-Asphalt Content FM 5-563	Test	\$ 145.00
204-Asphalt Gradation FM 1-T030	Test	\$ 85.00
206-Asphalt Los Angeles (LA) Abrasion Coarse Agg FM 3-C535	Test	\$ 365.00
207-Asphalt Los Angeles (LA) Abrasion Small Agg FM 1-T096	Test	\$ 315.00
209-Asphalt Pavement Coring – 4" dia with Base Depth Check	Each	\$ 250.00
210-Asphalt Pavement Coring – 4" dia without Base Depth Check	Each	\$ 200.00
211-Asphalt Pavement Coring – 6" dia with Base Depth Check	Each	\$ 275.00
212-Asphalt Pavement Coring – 6" dia without Base Depth Check	Each	\$ 225.00
300-Concrete Beam Flexural Testing ASTM C78	Test	\$ 60.00
301-Concrete Compressive Strength of Grout/Mortar ASTM C109	Test	\$ 33.00
302-Concrete Cylinder Curing, Capping & Breaking ASTM C39	Test	\$ 35.00
303-Concrete Drilled Cores & Sawed Beams ASTM C42	Test	\$ 60.00
305-Concrete Pavement Coring - 4" Dia	Each	\$ 200.00
306-Concrete Pavement Coring - 6" Dia	Each	\$ 225.00
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	\$ 11.20
402-Geo Auger Borings- Track	LF	\$ 15.40
403-Geo Backhoe (Owned)	Day	\$ 1,200.00
405-Geo Barge (Owned)	Day	\$ 3,010.00
407-Geo Chainsaw (Owned)	Day	\$ 82.00
415-Geo Double Ring Infiltration ASTM D3385	Each	\$ 575.00
416-Geo Dozer (Owned)	Day	\$ 1,600.00
418-Geo Drill Crew Support Vehicle	Day	\$ 270.00
422-Geo Extra SPT Samples-Barge/Track/Amphibious 000-050 Ft	Each	\$ 105.00
423-Geo Extra SPT Samples-Barge/Track/Amphibious 050-100 Ft	Each	\$ 105.00
424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each	\$ 120.00
425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each	\$ 120.00
427-Geo Extra SPT Samples-Truck/Mud Bug 000-050 Ft	Each	\$ 105.00
428-Geo Extra SPT Samples-Truck/Mud Bug 050-100 Ft	Each	\$ 105.00
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	\$ 120.00
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	\$ 120.00
432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each	\$ 335.00
434-Geo Ground Penetrating Radar (GPR)	Hour	\$ 315.00
435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft	LF	\$ 8.50

Item Description	Unit	Unit Price
436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft	LF	\$ 11.25
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	\$ 17.25
438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF	\$ 25.00
440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	\$ 6.25
441-Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft	LF	\$ 8.00
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$ 13.10
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	\$ 18.00
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF	\$ 33.00
450-Geo Piezometer 2" 000-050 Ft	LF	\$ 44.00
453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID	LF	\$ 62.00
455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID	LF	\$ 78.00
457-Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID	LF	\$ 85.00
459-Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID	LF	\$ 105.00
463-Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID	LF	\$ 45.00
465-Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID	LF	\$ 55.00
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF	\$ 60.00
473-Geo SPT Barge/Track/Amphibious 000-050 Ft	LF	\$ 22.00
474-Geo SPT Barge/Track/Amphibious 050-100 Ft	LF	\$ 28.90
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	\$ 53.00
476-Geo SPT Barge/Track/Amphibious 150-200 Ft	LF	\$ 70.00
478-Geo SPT Truck-Mud Bug 0-50 Ft	LF	\$ 15.50
479-Geo SPT Truck-Mud Bug 50-100 Ft	LF	\$ 18.10
480-Geo SPT Truck-Mud Bug 100-150 Ft	LF	\$ 32.00
481-Geo SPT Truck-Mud Bug 150-200 Ft	LF	\$ 42.00
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft	LF	\$ 14.50
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF	\$ 17.50
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF	\$ 21.00
486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF	\$ 26.00
488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	\$ 10.30
489-Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft	LF	\$ 14.00
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	\$ 17.50
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	\$ 22.00
515-Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft	Each	\$ 225.00
516-Geo Undisturbed Samples Barge/Track/Amphibious 050-100 Ft	Each	\$ 250.00
517-Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft	Each	\$ 305.00
518-Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft	Each	\$ 360.00
519-Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft	Each	\$ 200.00
520-Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft	Each	\$ 210.00
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$ 220.00
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	\$ 260.00
525-Geo Well Development	Hour	\$ 182.00
531-Geo Truck/Mudbug Drill Rig and Crew (2-person)	Hour	\$ 190.00

Item Description	Unit	Unit Price
532-Geo Truck/Mudbug Drill Rig and Crew (3-person)	Hour	\$ 270.00
533-Geo Track/Barge Drill Rig and Crew (2-person)	Hour	\$ 190.00
534-Geo Track/Barge Drill Rig and Crew (3-person)	Hour	\$ 270.00
535-Geo Clearing Equip- Tractor, Bush Hog Attachment	Day	\$ 1,400.00
536-Geo Clearing Equip-Skid Steer/ASV, ForestMulching Attach	Day	\$ 1,600.00
537-Geo Clearing Equip-Skid Steer/ASV, Brush Cutter Attach	Day	\$ 1,600.00
538-Geo Clearing Equipment	Day	\$ 2,100.00
539-Geo Wash Boring for Rock Cores 0-50 Ft	LF	\$ 10.00
540-Geo Wash Boring for Rock Cores 50-100 Ft	LF	\$ 12.25
541-Geo Wash Boring for Rock Cores 100-150 Ft	LF	\$ 22.00
603-Mobilization Asphalt Coring equipment	Each	\$ 350.00
606-Mobilization Concrete Coring	Each	\$ 350.00
608 Mobilization Drill Rig Amphibious	Each	\$ 10,750.00
609-Geo Mobilization Drill Rig Barge Mount	Each	\$ 9,500.00
610-Geo Mobilization Drill Rig Track Mount	Each	\$ 3,250.00
612-Geo Mobilization Drill Rig Truck Mount	Each	\$ 510.00
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each	\$ 780.00
618-Geo Mobilization Support Boat	Each	\$ 500.00
619-Geo Mobilization Tri-Pod	Each	\$ 1,310.00
620-Mobilization of Clearing Equipment	Each	\$ 600.00
701-MOT Attenuator Truck	Hour	\$ 208.00
702-MOT Channelizing Devices - Type I, II, VP, Drum (each)	Each	\$ 5.00
706-MOT Portable Sign	Each	\$ 45.00
708-MOT Provide Channelizing Devices - Cone	Each	\$ 5.00
710-MOT Shadow Vhcle w/ Adv. Warning Arrow & Attenuator	Hour	\$ 280.00
712-MOT Support Vehicle	Hour	\$ 155.00
800-Soils Chloride Soil or Water (FM 5-552)	Test	\$ 110.00
803-Soils Consolidation - Constant Strain (ASTM D4186)	Test	\$ 580.00
804-Soils Consolidation - Extended Load Increments (AASHTO T216)	Day	\$ 150.00
805-Soils Corrosion Series (FM 5-550 through 5-553)	Test	\$ 305.00
806-Soils Direct Shear Consolidated Drained/ Point AASHTO T 236	Test	\$ 355.00
810-Soils Limerock Bearing Ratio (LBR)(FM 5-515)	Test	\$ 350.00
811-Soils Liquid Limit (AASHTO T 89)	Test	\$ 60.00
812-Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	\$ 45.00
817-Soils Moisture Content Laboratory (AASHTO T 265)	Test	\$ 15.50
819-Soils Organic Content Ignition (FM 1 T-267)	Test	\$ 46.00
821-Soils Particle Size Analysis (AASHTO T 88) (Including Hydrometer)	Test	\$ 200.00
822-Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	Test	\$ 70.00
823-Soils Permeability Constant Head (AASHTO T 215)	Test	\$ 320.00
824-Soils Permeability Falling Head (FM 5-513)	Test	\$ 300.00
825-Soils pH Soil or Water (FM 5-550)	Test	\$ 39.00
826-Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test	\$ 70.00
827-Soils Proctor Modified (FM 1-T 180)	Test	\$ 124.00

Item Description	Unit	Unit Price
828-Soils Proctor Standard (AASHTO T 99)	Test	\$ 120.00
829-Soils Resistivity Soil or Water (FM 5-551)	Test	\$ 58.00
832-Soils Splitting Tensile Strength of Rock Cores (ASTM D3967)	Test	\$ 145.00
833-Soils Sulfate Soil or Water (FM 5-553)	Test	\$ 70.00
838-Soils Unconfined Compression - Rock (ASTM D7012, Method C)	Test	\$ 138.00
Arsenic (Method 6010/7471)	Each	\$ 9.00
Asbestos Samples	Each	\$ 15.00
BTEX and MTBE (Method 8260)	Each	\$ 65.00
Chlorinated Herbicides (Method 8151)	Each	\$ 100.00
Drilling Permit Costs IE DEP	Each	\$ 250.00
EDR Report	Each	\$ 500.00
Field Sampling Kit (soil)	Each	\$ 75.00
Field Sampling Survey Kit (water)	Each	\$ 75.00
Flagman and Barricades 2-Man Crew Own Equipment	Day	\$ 1,080.00
Handheld GPS	Per Day	\$ 80.34
Mercury Individual (Method 6010/7471)	Each	\$ 25.00
Organic Vapor Analyzer (OVA)	Day	\$ 150.00
Organochlorine Pesticides (Method 8081)	Each	\$ 100.00
Organophosphorous Pesticides (Method 8141)	Each	\$ 125.00
Polyaromatic Hydrocarbons (Method 8270)	Each	\$ 100.00
Polychlorinated Biphenals (8082)	Each	\$ 75.00
Power Auger Boring (includes decontamination to a depth of 25 feet)	Foot	\$ 11.90
RCRA 8 Metals (Method 6010/7471)	Each	\$ 65.00
RCRA Metals Individual (Method 6010/7471)	Each	\$ 9.00
Semi-Volatiles (Method 8270)	Each	\$ 200.00
Site Clearing to Access Boring or Test Locations	Hour	\$ 210.00
SPLP/TCLP Metals	Each	\$ 198.00
TPH Method FL-Pro	Each	\$ 65.00
Ultr Low Trace Mercury GW Individual (Method 1631)	Each	\$ 75.00
Volatile Organics (Method 8260)	Each	\$ 95.00
Volatile Organics BTEX/MTBE(Method 8260)	Each	\$ 60.00
<b>Engineering and Technical Support Services</b>		
Chief Engineer 2	Hour	\$ 219.60
Senior Engineer 1	Hour	\$ 187.34
Engineer 2	Hour	\$ 172.79
Chief Scientist	Hour	\$ 166.06
Senior Scientist	Hour	\$ 141.22
Senior Designer	Hour	\$ 118.83
Senior Engineering Technician	Hour	\$ 99.75
Engineering Intern	Hour	\$ 103.28
Secretary/Clerical	Hour	\$ 88.44
Engineering Technician	Hour	\$ 82.71

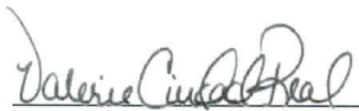




**THE VALERIN GROUP, INC.  
CLASSIFICATION RATES**

**City of Tampa  
M.O.V.E.S. Design: Vision Zero, Sidewalks &  
Neighborhood Improvements  
22-D-02003**

<u>Valerin Classifications</u>	<u>Hourly Billing Rate</u>
Contract / Quality Control (QC) / Communications Project Manager	\$141.86
Community Outreach / Public Involvement Specialist	\$138.78
Graphic Designer	\$124.90
Website / Mobile App Developer	\$130.56
Multimedia Specialist	\$130.56

  
\_\_\_\_\_  
Valerie Ciudad-Real  
President

7/14/2022  
\_\_\_\_\_  
Date

**Tampa**  
3903 Northdale Boulevard, Suite 100E  
Tampa, Florida 33624  
813.751.0478

**Orlando**  
4767 New Broad Street  
Orlando, Florida 32814  
407.571.2469

**West Palm Beach**  
2101 Vista Parkway, Suite 301  
West Palm Beach, Florida 33411  
561.440.4446

**Fort Lauderdale**  
2945 W. Cypress Creek Road, Suite 104  
Ft Lauderdale, Florida 33309  
954.656.6616



## 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 <sup>1</sup>

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

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

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

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

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

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

G. Architects & Engineers Liability/ Professional Liability (E&O)/ Contractors Professional Liability (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

<sup>1</sup> "M" indicates million(s), for example \$1M is \$1,000,000

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

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

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

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

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

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

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

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

## ADDITIONAL REQUIREMENTS

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

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

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

- Contract Administration Department, 306 E Jackson St, Tampa, FL 33602     Purchasing Department, 306 E Jackson Street, Tampa, FL 33602  
 Other: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

# EXHIBIT D



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

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

TAMPA M.O.V.E.S. DESIGN: VISION ZERO, SIDEWALKS, & NEIGHBORHOOD

Contract No.: 22-D-02003 Contract Name: IMPROVEMENTS  
 Company Name: Brindley Pieters & Associates, Inc. Address: 5601 Mariner Street, Suite 105 Tampa, FL, 33609  
 Federal ID: 59-3057983 Phone: 813.523.4694 Fax: 407.830.8877 Email: bpieters@bpa-engineers.com

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

No Firms were contacted or solicited for this contract.

No Firms were contacted because: \_\_\_\_\_

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

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

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

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services  NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
O	CPH, Inc. 5601 Mariner Street Tampa, FL 33609 Phone: 813.288.0233 Fax: 305.274.4807 E-Mail: info@cphcorp.com	CM	925/906	E	Y
59-2068806					
W	Archaeological Consultants, Inc. 8110 Blaikie Court, Suite A Sarasota, FL 34240 Phone: 941.379.6209 Fax: E-Mail: ACIFlorida@comcast.net	CF	912	E	Y
59-1712538					
W	ECHO Utility Engineering & Survey, Inc. 4803 George Rd, Suite 350 Tampa, FL 33534 Phone: 888.778.3426 Fax: E-Mail: jerry.comellas@echoues.com	HM	925	E	Y
81-4903226					
W	Element Engineering Group, LLC 1713 E. 9th Ave, Tampa, FL 33605 Phone: 813.386.2101 Fax: 813.386.2106 E-Mail: dgil@elementeg.com	HM	925	E	Y
56-2565488					
W	Hyatt Survey Services, Inc. 2012 Lena Road, Bradenton, FL 34211 Phone: 941.748.4693 Fax: 941.744.1643 E-Mail: pam@hyattsurvey.com	CF	925	E	Y
F030476653					
SLBE/WMBE	MC Squared, Inc 5808 A Breckenridge Pkwy, Tampa, FL 33610 Phone: 813.623.3399 Fax: 813.623.6636 E-Mail: tali@mc2engineers.com	CF	925	E	Y
90-0033880					
W	Patel, Greene & Associates, LLC (PGA) 12570 Telecom Drive Temple Terrace, FL 33637 Phone: 813.978.3100 E-Mail: trevor.hawkins@patelgreene.com	AM	925	E	Y
45-2209743					

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

Signed:  Name/Title: Brindley Pieters, P.E., President Date: July 18, 2022

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

Forms must be included with Bid / Proposal



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

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

Contract No.: 22-D-02003 Contract Name: TAMPA M.O.V.E.S. DESIGN: VISION ZERO, SIDEWALKS, & NEIGHBORHOOD IMPROVEMENTS  
 Company Name: Brindley Pieters & Associates, Inc. Address: 5601 Mariner Street, Suite 105 Tampa, FL, 33609  
 Federal ID: 59-3057983 Phone: 813.523.4694 Fax: 408.830.8877 Email: bpieters@bpa-engineers.com

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

No Firms were contacted or solicited for this contract.

No Firms were contacted because: \_\_\_\_\_

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

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

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

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email		Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services  NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
Federal ID						
W	Quest Corporation of America, Inc. 17220 Camelot Ct. Land O Lakes, FL 33638	Phone: 813.239.7725 Fax: E-Mail: Diane.Hackney@QCAusa.com	CF	912	F	Y
59-3335186						
S,W	Quest Ecology, Inc. 735 Lakeview Dr, Wimauma, FL 33598	Phone: 813.642.0799 Fax: 813.642.0380 E-Mail: vivienne@questecology.com	CF	925	E	Y
65-0710786						
W	Tierra, Inc. 7351 Temple Terrace Highway Tampa, FL 33637	Phone: 813.989.1354 Fax: E-Mail: lmoore@tierraeng.com	HM	925	E	Y
59-3154723						
S,W	Valerin Group 3903 Northdale Boulevard, Suite 100E Tampa, FL 33624	Phone: 813.751.0478 Fax: 813.925.4205 E-Mail: valeriec@valerin-group.com	CF	912	E	Y
33-1142500						

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

Signed:  Name/Title: Brindley Pieters, P.E. ; President Date: July 18, 2022

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



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**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.: 22-D-02003 Contract Name: TAMPA M.O.V.E.S. DESIGN: VISION ZERO, SIDEWALKS, & NEIGHBORHOOD IMPROVEMENTS  
 Company Name: Brindley Pieters & Associates, Inc. Address: 5601 Mariner Street, Suite 105 Tampa, FL, 33609  
 Federal ID: 59-3057983 Phone: 813.523.4694 Fax: 407.830.8877 Email: bpieters@bpa-engineers.com

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

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

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

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

**No Firms are listed to be utilized because:** \_\_\_\_\_

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

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

S = SLBE W=WMBE O =Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials  NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
O 59-2068806	CPH, Inc. 5601 Mariner Street Tampa, FL 33609 Phone: 813.288.0233 Fax: 305.274.4807 E-Mail: info@cphcorp.com	CM	925/906	N/A	20%
W 59-1712538	Archaeological Consultants, Inc. 8110 Blaikie Court, Suite A Sarasota, FL 34240 Phone: 941.379.6209 E-Mail: ACIFlorida@comcast.net	CF	912	N/A	1%
W 81-4903226	ECHO Utility Engineering & Survey, Inc. 4803 George Rd, Suite 350 Tampa, FL 33634 Phone: 888.778.3426 Fax: E-Mail: jerry.comellas@echoues.com	HM	925	Y	2%
W 56-2565488	Element Engineering Group, LLC 1713 E. 9th Ave. Tampa, FL 33605 Phone: 813.386.2101 Fax: 813.386.2106 E-Mail: dgil@elementeg.com	HM	925	Y	2%
W F030476653	Hyatt Survey Services, Inc. 2012 Lena Road. Bradenton, FL 34211 Phone: 941.748.4693 Fax: 941.744.1643 E-Mail: pam@hyattsurvey.com	CF	925	NA	2%
SLBE/WMBE 90-0033880	MC Squared, Inc 5808 A Breckenridge Pkwy. Tampa, FL 33610 Phone: 813.623.3399 Fax: 813.623.6636 E-Mail: tali@mc2engineers.com	CF	925	N/A	2%
W 45-2209743	Patel, Greene & Associates, LLC (PGA) 12570 Telecom Drive Temple Terrace, FL 33637 Phone: 813.978.3100 E-Mail: trevor.hawkins@patelgreene.com	AM	925	N/A	5%

**Total ALL Subcontract / Supplier Utilization \$** \_\_\_\_\_

**Total SLBE Utilization \$** \_\_\_\_\_

**Total WMBE Utilization \$** \_\_\_\_\_

**Percent SLBE Utilization of Total Bid/Proposal Amt. 3 % Percent WMBE Utilization of Total Bid/Proposal Amt. 22 %**

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

Signed: Brindley Pieters Name/Title: Brindley Pieters, P.E. ; President Date: July 18, 2022

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

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

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

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

S = SLBE W=WMBE O =Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials  NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
W  59-3335186	Quest Corporation of America, Inc. 17220 Camelot Ct. Land O Lakes, FL 33638 Phone: 813.239.7725 E-Mail: Diane.Hackney@QCAusa.com	CF	912	N/A	1%
S,W  65-0710786	Quest Ecology, Inc. 735 Lakeview Dr, Wimauma, FL 33598 Phone: 813.642.0799 Fax: 813.642.0380 E-Mail: vivienne@questecology.com	CF	925	Y	2%
W  59-3154723	Tierra, Inc. 7351 Temple Terrace Highway Tampa, Fl 33637 Phone: 813.989.135 Fax: 813.989.1355 E-Mail: lmoore@tierraeng.com	HM	925	TBD	4%
S,W  33-1142500	Valerin Group 3903 Northdale Boulevard, Suite 100E Tampa, FL 33624 Phone: 813.751.0478 Fax: 813.925.4205 E-Mail: valeriec@valerin-group.com	CF	912	N/A	1%

**Total ALL Subcontract / Supplier Utilization \$** \_\_\_\_\_  
**Total SLBE Utilization \$** \_\_\_\_\_  
**Total WMBE Utilization \$** \_\_\_\_\_  
**Percent SLBE Utilization of Total Bid/Proposal Amt.** 3 % **Percent WMBE Utilization of Total Bid/Proposal Amt.** 22 %

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

Signed: *Brindley Pieters* Name/Title: Brindley Pieters, P.E., President Date: July 18, 2022

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

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**City of Tampa**  
*Jane Castor, Mayor*

Brad L. Baird, P.E.  
Deputy Administrator of Infrastructure  
107 North Franklin Street  
Tampa, Florida 33602

Email: Brad.Baird@tampagov.net  
Office (813) 274-7883

**Date:** August 15, 2022

**To:** The Honorable Joseph Citro, Chairman, and Members of Tampa City Council

**Through:** John Bennett, Chief of Staff *JB*

**Through:** Jean W. Duncan, P.E., Administrator, Infrastructure and Mobility *Jean W. Duncan*

**From:** Brad L. Baird, P.E., Deputy Administrator of Infrastructure *Brad L. Baird*

**Subject:** **City Council Session on August 25, 2022, Under Staff Reports and Unfinished Business, SIRE Item ID #76514:** A Resolution approving Agreements for Consultant Services in the amount of \$5,000,000 between the City of Tampa and ALFKA, LLC, the City of Tampa and Element Engineering Group, LLC, and the City of Tampa and Brindley Pieters and Associates, Inc. in connection with Contract 22-D-00002 Tampa M.O.V.E.S. Design: Vision Zero, Sidewalks & Neighborhood Improvements; authorizing the Mayor of the City of Tampa to execute same; providing an effective date.

This memorandum is being provided in lieu of an appearance by staff.

- 1. Contract Title:** 22-D-00002 Tampa M.O.V.E.S. Design: Vision Zero, Sidewalks, and Neighborhood Improvements
- 2. Vendor:** ALFKA, LLC
- 3. Purpose:** This Agreement provides for a wide range of professional engineering services to assist the Mobility Department with the City's Complete Streets, Neighborhood Improvements, Sidewalk Projects and the M.O.V.E.S. Plan.

Services include but are not limited to planning, design, construction, operation, monitoring, project development, roadway design, traffic engineering and analyses, transportation planning and studies, geotechnical work, landscaping and irrigation, management of projects with federal and state funding such as LAP or CIGP, preparation of Cultural Resource Assessments and Environmental Site Assessments, public and stakeholder involvement, surveying and mapping, permitting, and utility coordination.

This project will be managed through a series of subsequently issued task orders.



4. **Equal Business Opportunity Statement:** EBO Compliance Statement: EBO participation is 100% total contract. All prime contractors are City certified MBEs and each contract includes EBO subconsultant participation. (1) ALFKA-{HBE Prime} with 20%-ABE, 34%-HBE, 10%-WBE, 4%-BBE, 6%-SLBE. (2) Brindley-{BBE Prime} with 8%-HBE, 7%-WBE, and 5%-ABE. (3) Element-{HBE Prime} with 6%-WBE, 5%-ABE and 2%-HBE.
5. **Fiscal Impact:** This resolution approves the agreement between the City and ALFKA, LLC, Element Engineering Group LLC, and Brindley Pieters and Associates, Inc. for the professional engineering services for City of Tampa Complete Streets, Neighborhood Improvements, Sidewalk Projects and the M.O.V.E.S plan., for use by the Mobility Department within various funds.

Thank you.

cc: Dennis R. Rogero, Jr., Chief Financial Officer, Revenue and Finance Department  
Michael Perry, Budget Officer, Revenue and Finance Department  
Andrea E. Zelman, Interim City Attorney, Legal Department  
Vik Bhide, Director, Mobility Department  
Michael W. Chucran, P.E., Director, Contract Administration Department  
Gregory K. Spearman, Director, Purchasing Department  
Gregory Hart, Manager, Equal Business Opportunity Division  
Martin Shelby, City Council Attorney  
Shirley Foxx-Knowles, City Clerk