

RESOLUTION NO. 2025 - 99

**A RESOLUTION AUTHORIZING AN AGREEMENT FOR CONSULTANT SERVICES IN THE AMOUNT OF \$1,804,770.80 BETWEEN THE CITY OF TAMPA AND KISINGER CAMPO & ASSOCIATES, CORP IN CONNECTION WITH CONTRACT 23-D-00033 LOIS AVE FROM W CLEVELAND ST TO SR 616/BOY SCOUT BLVD; AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF TAMPA; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, via the competitive selection process pursuant to Florida Statutes Section 287.055, the Consultants' Competitive Negotiation Act ("CCNA"), as applicable, the City of Tampa ("City") selected Kisinger Campo & Associates, Corp ("Firm") to provide professional services in connection with 23-D-00033 Lois Ave from W Cleveland St to SR 616/Boy Scout Blvd., ("Project") as detailed in the Agreement for Consultant Services ("Agreement"); and

**WHEREAS**, the City seeks to enter into this Agreement with the Firm to provide professional services, including but not limited to: public involvement; interagency coordination; surveying; subsurface utilities exploration; traffic analysis; roadway and drainage design; utilities design and coordination; environmental permitting; design of miscellaneous structures; signing and pavement markings; signalization; landscaping and irrigation; resilient design; urban design; geotechnical services; cost estimating; cultural resources and historic preservation coordination; Local Agency Program (Transportation Alternatives) coordination; construction and materials specifications; construction cost estimating; preparation of construction documents for bidding; and post-design services as needed; and

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

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

**Section 1.** The Agreement between the City and the Firm, in connection with Contract 23-D-00033 Lois Ave from W Cleveland St to SR 616/Boy Scout Blvd., copies of which are attached hereto and made a part hereof, are authorized and approved in their entirety or in substantially similar form.

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

**Section 3.** This resolution approves an Agreement between the City of Tampa and Kisinger Campo & Associates, Corp. in the amount of \$1,804,770.80 for Lois Ave from W Cleveland St to SR616/Boy Scout Blvd project for use by the Mobility Department within the Multi Modal CIP Westshore District Fund.

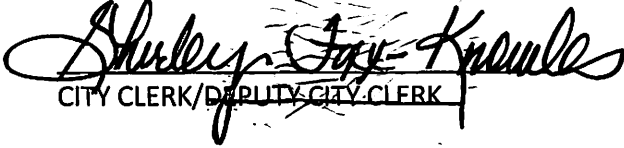
**Section 4.** The City Clerk shall file a fully executed copy of each Agreement in the official records of the City of Tampa as maintained by the Office of the City Clerk.

File# IUF25-11513

**Section 5.** The proper officers of the City 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 **FEB 06 2025**

ATTEST:

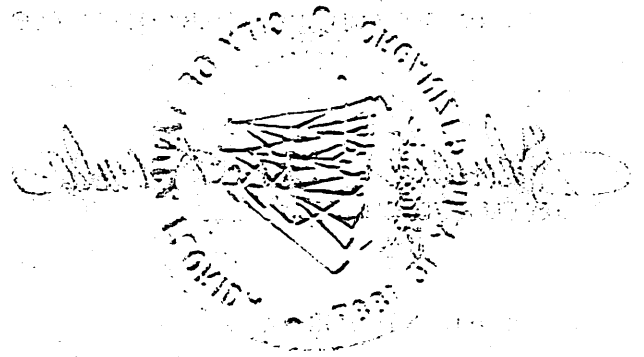
  
CITY CLERK/~~DEPUTY CITY CLERK~~

  
CHAIRMAN/~~CHAIRMAN PRO-TEM CITY COUNCIL~~

APPROVED AS TO FORM:

E/S  
Justin R. Vaske  
SENIOR ASSISTANT CITY ATTORNEY

800 80 8991



YOUNG, J. A., 1992, *Journal of Great Lakes Research*, 18, 103-112.

## **AGREEMENT FOR CONSULTANT SERVICES**

**THIS AGREEMENT** ("Agreement") made and entered into at Tampa, Florida, as of the \_\_\_\_ day of \_\_\_\_\_, 2025, which is the date Resolution No. 2025-\_\_\_\_ 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 Kisinger Campo & Associates, Corp., a Florida Corporation authorized to do business in the State of Florida, ("FIRM"), the address of which is One Tampa City Center, 201 N Franklin Street, Ste 400, Tampa, FL 33602

### **WITNESSETH:**

**WHEREAS**, the CITY desires to engage the FIRM to perform certain professional services pertinent to such work which shall be referred to as Contract 23-D-00033; Lois Ave from W Cleveland St to SR 616/Boy Scout Blvd

Design ("PROJECT") in accordance with this Agreement; and

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

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

### **I. GENERAL SCOPE OF THIS AGREEMENT**

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

B. The scope of services to be provided is indicated in **Exhibit A** ("Services").

### **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 and compensation 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 \$1,804,770.80 to be billed in accordance with **Exhibit B**.

#### **VI. PAYMENT**

Payments shall be made upon presentation of the FIRM's approved invoices via Trimble/eBuilder software.

#### **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 upon prior written notice 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 except that FIRM shall not be liable for such 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 in conformity with the Standard of Care, 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. 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**



Neither party shall assign or transfer any interest in this Agreement without consent from the other party; 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 appropriates. With respect to this Agreement, the City has budgeted and appropriated sufficient monies to fund the City's obligations under this Agreement. The obligations of the City hereunder shall not constitute a general indebtedness of the City within the meaning of the Florida Constitution.

## **XXX. SCRUTINIZED COMPANIES**

Section 287.135, Florida Statutes, prohibits agencies or local governmental entities from contracting with companies for (i) goods or services of any amount on either the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel and (ii) goods or services of \$1,000,000 or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria. A company that is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or is engaged in business operations in Cuba or Syria is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of any amount. A company that is on 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 or is on the Iran Terrorism Sector List 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.

**XXXIII. LABOR**

Pursuant to Florida Statutes Section 786.06 (13) effective July 1, 2024, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term "governmental entity" has the same meaning as in s. 287.138(1).

[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:**  
Kisinger Campo & Associates, Corp.

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

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

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

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

[SEAL]

**ATTEST:**  
**CITY:**  
City of Tampa, Florida

By: \_\_\_\_\_  
City Clerk/Deputy City Clerk  
[SEAL]

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

APPROVED AS TO FORM:  
\_\_\_\_\_  
Justin R. Vaske, Senior Assistant City Attorney

## COERCION FOR LABOR OR SERVICES ATTESTATION

Pursuant to Section 787.06(13), F.S., this form must be completed by an officer or representative of a nongovernmental entity when a contract is executed, renewed, or extended between the nongovernmental entity and a governmental entity.

Kisinger Campo & Associates, Corp. does not use coercion for labor or services as defined in this Section 787.06, F.S.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Paul G. Foley, P.E.

Title: CEO/President

Signature: 

Date: December 12, 2024



**EXHIBIT A**  
**SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES**  
**Lois Avenue from W. Cleveland St to SR 616/Boy Scout Blvd Design**  
**RFQ 23-D-00033**

Kisinger Campo & Associates (hereinafter referred to as the FIRM) shall provide professional engineering services to the City of Tampa (hereinafter referred to as the CITY) for the Lois Avenue W Cleveland St to SR 616/Boy Scout Blvd Design (Project).

DOT LAP CONSTRUCTION PROJECT: ITEM # 450672-1

CITY OF TAMPA RFQ 23-D-00033

Lois Avenue W Cleveland St to SR 616/Boy Scout Blvd Design Project

**1 PURPOSE**

The general objective is for the FIRM to prepare a set of contract documents including plans, specifications, supporting engineering analysis, calculations and other technical documents in accordance with CITY policy, procedures and requirements. The FIRM shall follow a systems engineering process to ensure that all required project components are included in the development of the contract documents and the project can be built as designed and to specifications.

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

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

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

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

## 2 PROJECT DESCRIPTION

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

The Project consists of designing roadway improvements to relieve congestion, improve safety, and provide for bicycle/pedestrian connectivity along Lois Avenue from W Cleveland St to Boy Scout Blvd. The I-275 overpass and ramps are excluded from the project limits. The Design includes:

- Mill and resurface N Lois Ave. from W Cleveland St. to north of W Carmen St. and from south of W Cypress St. to W Boy Scout Blvd.
- Mill and resurface W Cypress St. from N Hubert Ave to east of N Louis Ave.
- Mill and resurface W Spruce St. from west of N Louis Ave. to east of N Louis Ave.
- Reconstruct the eastern curb line for the majority of the corridor reducing the width of the road from 48' to 42', measured EOP to EOP.
- Construct an urban side path on the east side of the road, 10-12' width.
- Add a WB right turn lane at W. Cypress St. at N Louis Ave. and extending the existing left turn lanes in all directions.
- Signal improvements at W. Cypress St. and the I-275 connections.

The Project shall also include operational and safety improvements at the Cypress St. intersection as well as evaluating operational and safety improvements to provide left turn lanes, pedestrian islands, and mid-block crossing(s) as feasible.

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

<https://www.fdot.gov/cadd/downloads/publications/caddmanualfdm/default.shtm>."

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

**Public Involvement:** Community Awareness Plan (CAP) document to be prepared and submitted consistent with materials provided in the FIRM proposal upon the Notice To Proceed (NTP). The activities described herein reflect the tasks within the (CAP).

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

**Joint Project Agreements:** Local Agency Program (LAP)

**Specification Package Preparation:** The FIRM shall provide a complete specifications package for all items of work, including any applicable Technical Special Specifications (TSP) and/or Modified Special Provisions (MSP). This project will require detailed preparation for non-motorized circulation and landscaping. Low Impact Design (LID) methods are anticipated.

**Phase Reviews and Submittals:** The FIRM shall submit Phase I, II, III, and IV construction plans via electronic delivery. Plans production shall follow the Florida Design Manual 900 Series: NexGen Plans Production.

**FDOT Coordination:** FIRM shall review and respond to FDOT comments submitted through the Electronic Review Comment (ERC) system at each submittal phase.

The FIRM will coordinate the exclusion limits for the I-275 overpass and ramps with FDOT throughout the project development to ensure the project remains off-system.

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

**Limits:** From W Cleveland Street to W Boy Scout Blvd

**Typical Section:** Three multi-lane urban typical sections.

- From W. Cleveland St. to Kennedy Blvd.
- From W. Kennedy Blvd. to north of W. Carmen St.
- From south of W. Cypress St. to W. Boy Scout Blvd.

**Transit Route Features:** On an existing or planned (adopted) bus route roadway, coordinate with the transit agency and design as requested their proposed engineering and right-of-way-feasible, Americans with Disabilities Act (ADA) compliant bus landing pads, rider shelter pads and incidental universal sidewalk

connections, etc. All transit agency contact shall be coordinated in advance with the FIRM's Public Transit Coordinator.

**Major Intersections/Interchanges:** SR 616/W Boy Scout Blvd, W Spruce St, W Cypress St, I-275 access ramps, W Kennedy Blvd, W Cleveland St.

**Level of TTCP Plans:** Level II

**Temporary Drainage:** Some activities proposed by this project will necessitate temporary drainage. Temporary drainage design shall be performed to ensure the project site drains adequately during all phases of construction. The placement of temporary traffic control devices shall be reviewed to ensure that conveyance of runoff is not impeded.

**Design Variations/Exceptions:** Design variation and/or exception requests shall be prepared for any situations not meeting current CITY and/or Federal Highway Administration (FHWA) requirements, as appropriate. The FIRM shall prepare design Variation and Exception reports for the purpose of estimating design and construction needs based on initial observations. The FIRM shall recommend to the CITY either correction of any deficiencies, or obtaining the appropriate design variations or exceptions, including applicable benefit-cost analyses, in accordance with CITY procedures. Currently known or suspected design variations or exceptions: sidewalk width, border width, urban side path lateral offset and horizontal clearance, and lane width.

**Selective Clearing and Grubbing:** See section 4.12.

## **2.2 Drainage (Activities 6a and 6b)**

**System Type:** *Closed*

The FIRM shall notify the CITY if video inspection of the storm sewer system is recommended. Video inspection services will be performed by others under the CITY's Districtwide video inspection contract. Within three weeks following the Notice-To-Proceed, the FIRM shall provide to the CITY figures showing the locations of the pipes to be inspected and shall quantify the length and pipe sizes for the required work. Prior to the first phase submittal of plans, the FIRM shall review the inspection report and provide to the CITY recommendations and construction cost estimates for any pipe repair.

## **2.3 Utilities Coordination (Activity 7)**

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

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

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

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

- Assuring that Utility Coordination and accommodation is in accordance with the FDOT, FHWA, and American Association of State Highway and Transportation Officials (AASHTO) standards, policies, procedures, and design criteria.
- Identify existing utilities, resolving utility conflicts and coordinating any new installations.
- Scheduling and performing utility coordination meetings, keeping and distribution of minutes/action items of all utility meetings, and ensuring expedient follow-up on all unresolved issues.
- Distributing all plans, conflict matrixes and design changes to the affected utility owners, collecting Utility Work Schedules and making sure that this information is properly coordinated and documented.
- Identifying and coordinating the completion of any FDOT or Utility Agency Owner agreement that is required for reimbursement, or accommodation of the utility facilities associated with the project.
- Review and certify to the CITY that all Utility Work Schedules are correct and in accordance with the CITY's and FDOT's standards, policies, and procedures.
- Prepare, review and process all utility related reimbursable paperwork inclusive of betterment and salvage determination.

Twenty (20) Utilities are anticipated on the project: AT&T, Crown Castle, CenturyLink (Lumen), City of Tampa Sewer, City of Tampa Transportation, City of Tampa Water, Fiberlight LLC, Frontier Communications, MCI, Spectrum Sunshine State (Charter), Summit Broadband, Tampa Airport Pipeline, Tampa Electric Company Transmission, Tampa Electric Company Distribution, TECO Lighting, TECO Fiber, TECO Peoples Gas, Transcore FDOT ITS, Uniti Fiber LLC, Verizon Wireless and Zayo Group / Formerly Lightwave.

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



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

## **2.4 Environmental Permits and Environmental Clearances (Activities 8a and 8b)**

Environmental Permits and Environmental Clearances (Activity 8) – Cultural Resource Assessment Report (CRAS) for the project limits and immediate surroundings. Include Environmental Site Assessment Level 1 (ESA-1). 2 Petroleum sites on the Project, <https://prodenv.dep.state.fl.us/DepClnup>. Coordination with FDOT EMO for SHPO concurrence.

Expected permits: Project activities are not anticipated to involve jurisdictional wetlands or other surface waters; however, the FIRM shall submit a Southwest Florida Water Management District (SWFWMD) permit modification to an existing permit or permit exemption request, as necessary. Though not anticipated at this time, a Section 404 permit may be required from the U.S. Army Corps of Engineers (USACE) and/or o exemption from the Environmental Protection Commission of Hillsborough County may be required.

The FIRM will perform a field review of the project site to document environmental conditions and prepare an Environmental Technical Memorandum to support environmental permitting efforts. Environmental scientists will delineate the boundaries of adjacent jurisdictional wetlands and surface waters in accordance with Chapter 62-340 Florida Administrative Code (F.A.C.), Delineation of the Landward Extent of Wetlands and Surface Waters. Concurrent with the environmental assessment field review, the FIRM will conduct a general protected species survey. It is anticipated that the proposed improvement activities will not require involvement with protected species.

## **2.5 Structures (Activities 9, 17 &18)**

The FIRM shall design, generate and provide plans for two custom End Walls for the pipe culvert extensions just north of Spruce St. The FIRM shall evaluate the need and provide plans for Temporary Critical Sheet Pile (TCSP) walls for the construction of pipe culvert extensions at the intersection of Spruce St. The FIRM shall provide design and details for custom end walls for the above culvert extension.

## **2.6 Signing and Pavement Markings (Activities 19 & 20)**

The FIRM shall design, generate, and provide Signing and Pavement Marking plans to the city. The FIRM shall perform an inventory of existing signage throughout the project and document what will need to be replaced. Three Rectangular Rapid Flashing Beacon crossings shall be installed as part of this project.

**2.7 Signalization (Activities 21 & 22)**

The FIRM shall design, generate, and provide Signalization plans to the city. All signalized intersections effected by the scope of the project, including but not limited to:

Lois Ave. & W. Spruce St.

Lois Ave. & W. Cypress St.

Shall be included in the Signalization plans.

**2.10 Survey (Activity 27a except as otherwise noted)**

Design Survey: Survey Control Points (Horizontal/Vertical) to be provided by the CITY.

Topographic Survey: Topographic survey needed for the project design shall be performed by the FIRM.

Subsurface Utility Exploration: (Activity 27b)

Right-of-Way Survey: All existing files needed to be provided by the CITY.

**2.12 Mapping (Activity 29)**

Collection and evaluation of topography information. Transformation and formatting of data from City into project master design files.

Control Survey Map: Reference data to be provided by the CITY.

Right-of-Way Map: Reference data to be provided by the CITY.

**2.17 Geotechnical (Activity 35)**

The FIRM shall, be responsible for a complete geotechnical investigation. Activities include Develop Detailed Boring Location Plan, Seasonal High-Water Table, Pavement Condition Survey and Pavement Evaluation Report, Soil and Rock Classification, and developing a summary report of findings. All work performed by the FIRM shall be in accordance with CITY standards.

**2.19 Project Schedule**

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

The schedule shall indicate all required submittals.

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

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

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

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

## **2.20 Submittals**

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

## **2.21 Provisions for Work**

The services performed by the FIRM must comply with all applicable CITY and DEPARTMENT manuals, procedure, policies, and guidelines. Specifically, the FIRM must comply with CITY and DEPARTMENT Project Development and Environmental (PD&E) Manual, FDOT Design Manual (FDM), Structures Manual, and Computer Aided Design and Drafting (CADD) Manual. The CITY and DEPARTMENT manuals and guidelines incorporate, by requirement or reference, all applicable federal and state laws, regulations, and Executive Orders. The FIRM will use the latest editions of the manuals, procedures, and guidelines to perform work for this project.

All work shall be prepared with English units (unless otherwise specified) in accordance with the latest editions of standards and requirements utilized by the CITY.

# **3 PROJECT COMMON AND PROJECT GENERAL TASKS**

## **PROJECT COMMON TASKS**

Project Common Tasks, as listed below, are work efforts that are applicable to many project activities, 3 Project General Analysis through 35 Geotechnical. These tasks are to be included in the project scope in each applicable activity when the described work is to be performed by the FIRM.



**Cost Estimates:** The FIRM shall be responsible for producing an Engineer's Estimate using FDOT format, to be updated and accompany at Phase II, III, and IV plans submittals, when scope changes occur, at production milestones of the project, for the annual Work Program Update Cycle, and when directed by the CITY Project Manager. The CITY will provide the most recent bid price averages for the Engineer's Estimate submittals to aid in their development.

Prior to and including 60% plans or completion of quantities, the FDOT's Long Range Estimate (L.R.E.) system shall be used to produce a conceptual estimate. A Summary of Pay Items sheet shall be prepared with all required Plans submittals as required. Each Engineer's Estimate and LRE submittal shall be accompanied by an equal number of copies of the Preliminary Project Report (PPR) updated by the FIRM in the FDOT standard format, including the updated Record Page.

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

**Technical Special Provisions:** The FIRM shall provide Technical Special Provisions for all items of work not covered by the Standard Specifications for Road and Bridge Construction and the workbook of implemented modifications. The FIRM shall provide Divisions II LAP "Big 3" plus Specific Provisions.

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

The Technical Special Provisions shall provide a description of work, materials, equipment and specific requirements, method of measurement and basis of payment. Proposed Technical Special Provisions shall be submitted to the City and District Specifications Office for initial review at the time of the Phase III plans review submission to the CITY's Project Manager. This timing shall allow for adequate processing time prior to final submittal. The Technical Special Provisions shall be reviewed for suitability in accordance with the Handbook for Preparation of Specification Packages. All comments will be returned to the FIRM for correction and resolution. Final Technical Special Provisions shall be digitally signed and sealed in accordance with applicable Florida Statutes.

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

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

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

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

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

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

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

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

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

The FIRM shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as part of the contract. The FIRM shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan shall be one specifically developed for this project. The FIRM shall submit a Quality Control Plan for approval within twenty (20) business days of

the written Notice to Proceed, and it shall be signed by the FIRM's Project Manager and the FIRM QA Manager. The Quality Control Plan shall include the names of the FIRM's staff that will perform the quality control reviews. The Quality Control reviewer shall be a Florida Licensed Professional Engineer fully prequalified under F.A.C. 14-75 in the work type being reviewed. A marked up set of prints from a Quality Control Review indicating the reviewers for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, lighting, landscape, surveys, etc.) and a written resolution of comments on a point-by-point basis will be required, if requested by the CITY, with each phase submittal. The responsible Professional Engineer, Landscape Architect, or Professional Surveyor & Mapper that performed the Quality Control review shall sign a statement certifying that the review was conducted and found to meet required specifications.

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

**Supervision:** The FIRM shall supervise all technical design activities.

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

### **PROJECT GENERAL TASKS**

Project General Tasks, described in Sections 3.1 through 3.13 below, represent work efforts that are applicable to the project as a whole and not to any one or more specific project activity. The work described in these tasks shall be performed by the FIRM when included in the project scope.

## **3.1 Public Involvement**

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

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

### **3.1.1 Community Awareness Plan**

The Project's initial Community Awareness Plan has been prepared by the CITY and provided in the text of Section 2.1 of this Scope of Services. The FIRM does not need to prepare the initial Plan, although the Plan shall be reviewed and updated periodically by the FIRM throughout the life of the project as directed by the CITY. The following Section 3.1 subsections cover

implementation of the Community Awareness Plan and other aspects of Public Involvement, including which entity is responsible for each such aspect.

### **3.1.7 Renderings and Fly-Throughs**

The FIRM shall prepare renderings and fly-throughs for use in public meetings.

### **3.1.8 PowerPoint Presentations**

The FIRM shall prepare PowerPoint presentations of approximately 10-12 slides with project background data and developmental information for use in public meetings.

### **3.1.9 Public Meeting Preparations**

The FIRM shall prepare the necessary materials for use in public meetings. The FIRM shall translate meeting collateral, such as the handout, into Spanish. The CITY shall determine/schedule the meeting venue. The FIRM shall investigate potential meeting sites in order to advise the CITY on their suitability. The CITY shall pay all costs for meeting site rents and insurance. No CITY meetings shall be held on public school system properties.

### **3.1.10 Public Meeting Attendance and Follow-up**

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

The FIRM shall attend the meetings with an appropriate number of personnel to assist the CITY.

It is estimated for this project there will be two (2) public meetings during the design.

### **3.1.11 Other Agency and Stakeholder Meetings**

In addition to scheduled public meetings, the FIRM may be required to participate in meetings with the local governing authorities, Metropolitan Planning Organization (MPO) and/or local neighborhood stakeholders. The FIRM's participation may include, but not be limited to, presentations during the meeting, note taking, and summarizing the meeting in a memo to the file. It is estimated for this project, there will be seven (7) meetings with local governing authorities, the MPO, and/or local neighborhood stakeholders during the design.

### **3.3 Specifications Package Preparation**

The FIRM shall prepare and provide a specifications package in accordance with the CITY's Procedure. The FIRM shall provide the names of at least two team members who have successfully completed the Specifications Package Preparation Training and will be responsible for preparing the Specifications Package for the project. The Specifications Package shall be prepared using the Specifications on the Web application. The FIRM shall be able to document that the procedure defined in the Handbook for the Preparation of Specifications Packages is followed, which includes the quality assurance/quality control procedures. The specifications package shall address all items and areas of work and include any Mandatory Specifications, Modified Special Provisions, and Technical Special Provisions.

The specifications package must be submitted for review to the City and District Specifications Office at least 30 days prior to the contract package to Tallahassee or District due date, or sooner if required by the District Specifications Office. This submittal does not require signing and sealing and shall be coordinated through the District's Project Manager. The FIRM shall coordinate with the CITY on the submittal requirements, but at a minimum shall consist of (1) the complete specifications package, (2) a copy of the marked-up workbook used to prepare the package, and (3) a copy of the final project plans.

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

### **3.4 Contract Maintenance and Project Documentation**

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

### **3.6 FIRM Project Manager Meetings**

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

### **3.7 Plans Update**

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

### **3.8 Post Design Services**

Post-Design Services may include, but are not limited to, meetings, construction assistance, plans revisions, shop drawing review, survey services, as-built drawings, and load ratings.

### **3.9 Digital Delivery**

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

### **3.13 Other Project General Tasks**

3.13.1: This project may have additional funding from the Community Redevelopment Association (CRA) and/or ARTS funded items during the design effort. The FIRM shall attempt to incorporate these items as feasible during the 60% plan development stage. Three (3) project coordination meetings during this process are assumed.

3.13.2: The FIRM shall also identify LAP participating and non-participating (i.e. – eligible/ineligible) quantities during the design effort. This task is to ensure the FDOT and LAP coordination required. Two (2) initial coordination meetings are assumed in this task.

This task includes the development of necessary bid documents and includes the preparation and checklist review of required LAP certification criteria for this design project. Other miscellaneous assignments directed by the CITY will be provided in this task so that the project remains LAP eligible. Coordination meetings and follow-up activities are assumed.

## **4 ROADWAY ANALYSIS**

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

### **4.1 Typical Section Package**

The FIRM shall prepare one Typical Section Package.

#### **4.3 Pavement Design Package**

The FIRM shall prepare one Pavement Design Package. The package shall include two separate pavement designs, one for N. Louis Ave. northbound and one for N Louis Ave southbound.

#### **4.5 Safety Analysis**

#### **4.6 Design Analysis**

##### **Monitor Existing Structures**

The FIRM shall perform field observations to visually identify existing structures within the project limits which may require settlement, vibration or groundwater monitoring by the contractor during construction in accordance with the FDOT Design Manual Chapter 307. The FIRM shall identify the necessary pay items to be included in the bid documents to monitor existing structures.

#### **4.8 Design Reports**

The FIRM shall prepare all applicable report(s) as listed in the Project Description section of this scope. Reports shall be delivered as a signed and sealed pdf file.

#### **4.9 Design Variations and Exceptions**

If available, the CITY shall furnish the Variation/Exception Report. The FIRM shall prepare the documentation necessary to gain CITY approval of all appropriate Design Variations and/or Design Exceptions before the first plans submittal.

#### **4.10 Master Design File Setup & Maintenance, Model Management Plan**

#### **4.11 Horizontal/Vertical Master Design Files**

The FIRM shall design the geometrics using the Standard Plans that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, existing vegetation to be preserved, cross slope analysis, pedestrian and bicycle concerns, ADA requirements, Safe Mobility For Life Program, access management, PD&E documents and scope of work.

##### **3D Modeling Development**

When the project includes a 3D Model deliverable, the Firm shall design elements in a 3D Model in accordance with the FDOT CADD Manual and FDM. The FIRM shall use the CITY's current native Autodesk AutoCAD Civil 3D version only.

#### **4.12 Temporary Traffic Control (TTCP) Analysis**

The FIRM shall design a safe and effective Temporary Traffic Control Plan (TTCP) to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of the roadways' ingress and egress to existing property owners and businesses, routing, signing and pavement markings, detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, transit agency features (bus stops, etc.), and traffic monitoring sites. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times (the FIRM may need to provide a temporary drainage design). The design shall include construction phasing of roadways to accommodate the construction or relocation of utilities.

In the analysis, the FIRM shall investigate the need for temporary traffic signals (including temporary timings), temporary signal detection, temporary lighting, detours, diversions, lane shifts, and the use of materials such as sheet piling. The Temporary TTCP shall be prepared the FIRM as required by the CITY. Before proceeding with the TTCP, the FIRM shall meet with the appropriate CITY personnel. The purpose of this meeting is to provide information to the FIRM that will better coordinate the Preliminary and Final Temporary Traffic Control Plan efforts.

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

##### **TTCP Master Design Files**

The FIRM shall develop master Temporary Traffic Control Plan (TTCP) files showing each phase of the TTCP, including all work necessary for designing lane configurations, diversions, lane shifts, signing and pavement markings, temporary traffic control devices and temporary pedestrian travel ways.

##### **TCO 3D Modeling (Isolated Locations)**



**4.13 Utility Data Collection & Analysis**

The FIRM shall also develop utility conflict information in the format requested by the CITY and shall review Utility Work Schedules.

**4.14 Roadway Quantities for EQ Report**

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

**TTCP Quantities for EQ Report****4.15 Cost Estimate**

The FIRM shall develop cost estimates at Phase II, III, and IV plans submittals.

**4.16 Technical or Modified Special Provisions****4.18 Quality Assurance/Quality Control****4.19 Supervision****4.20 Roadway Meetings****4.21 Field Reviews****4.22 Coordination****5 ROADWAY PLANS**

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

**5.1 Key Sheet & Signature Sheet****5.2 Typical Section Sheets****5.2.1 Typical Sections****5.2.2 Typical Section Details****5.4 General Notes/Pay Item Notes****5.5 Project Layout/ Model Management****5.6 Plan Sheet**

The FIRM shall depict all lane lines for the entire plan portion of the roadway plans to include all intersections with directional arrows preceding and following the intersection proper. In addition, directional arrows should be indicated at the beginning and end of each sheet to provide ease of reviewing. A note shall be added to the first plan sheet stating that these lane lines and directional arrows are for

informational purposes only. All phase submittals shall include this information except for the final contract documents.

The FIRM will design the watermain and include six (6) fire hydrant assembly relocations, 1) Hilton Tampa Airport Entrance, 2) International Dr. N.E. corner, 3) W. Green St. 4) W. Nassau St. 5) W. Grace St. and 6) W. Fig St. The FIRM will design one (1) 8" WM offset for installation of signal pole S.E. corner of intersection. The FIRM will review shop drawing with T.W.D. (City of Tampa Water Department), obtain a permit and coordinate with the Health Dept. respond to RAI, complete FDEP forms, obtain signatures from T.W.D., obtain water service commitment from T.W.D., and complete approved materials form for approved materials per T.W.D.

The FIRM will design the wastewater, which includes two (2) 8" gravity sanitary sewer offsets for stormwater conflicts, offset design, coordination with COTWWD (City of Tampa Wastewater Department), obtaining approval from COTWWD, responding to RAI from COTWWD, obtaining signatures from COTWWD, complete FDEP applications for wastewater offsets, permit with Hillsborough County EPC, responding to RAI from HCEPC, reviewing shop drawings, completing approved materials list for project.

## **5.7 Profile View**

## **5.8 Special Profiles**

The FIRM will provide special profiles for curb returns on the east side of N. Lois Ave.

## **5.11 Intersection Layout Details**

The FIRM will provide four (4) intersection layout sheets for the intersections of N. Lois Ave. and W Kennedy Blvd., W Cypress St., W Spruce St., and W Boy Scout Blvd.

The FIRM will provide four (4) water detail sheets and four (4) wastewater detail sheets.

## **5.12 Soil Survey Sheets**

## **5.13 Cross Sections**

## **5.14 Temporary Traffic Control Plan**

The TTC Plan will include TCP General Notes, Phase Notes, Advance Warning Sheets, two detour sheets, and two typical sections, with phase notes sheets.

## **5.15 Utility Adjustment Sheets**

## **5.16 Project Control Sheets**

## **5.17 Utility Verification Sheet(s) (SUE Data)**

## **5.18 Quality Assurance/Quality Control**

## **5.19 Supervision**

### **6a DRAINAGE ANALYSIS**

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

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

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

#### **6a.1 Base Clearance Calculations**

Analyze, determine, and document high water elevations per basin which will be used to set roadway profile grade and roadway materials. Determine surface water elevations at cross drains, floodplains, outfalls and adjacent stormwater ponds. Determine groundwater elevations at intervals between the above-mentioned surface waters. Document findings in the Drainage Design Documentation Report.

#### **6a.4 Utility Conflict Matrix (for drainage structures)**

Evaluate each drainage pipe or structure and identify any utility conflicts in a utility conflict matrix.

#### **6a.6 Temporary Drainage Analysis**

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

#### **6a.8 Analysis of Pipe Video Inspection**

The FIRM will analyze the pipe video inspection provided by the City.

#### **6a.10 Design of Crossdrains**

Analyze the hydraulic design and performance of the Spruce Street crossdrain for extension. Document the design as required in the Drainage Design Documentation.

#### **6a.13 Design of Floodplain Compensation**

Determine floodplain encroachments, coordinate with regulatory agencies, and develop proposed compensation area layout (shape, contours, slopes, volumes, etc.). Document the design following the requirements of the regulatory agency. All compensation (if required) to be within existing right of way.

**6a.14 Design of Storm Drains**

Delineate contributing drainage areas, determine runoff, inlet locations, and spread. Calculate hydraulic losses (friction, utility conflict and, if necessary, minor losses). Determine design tailwater and, if necessary, outlet scour protection. Optional Materials analysis is not included, all pipes will be RCP Class II.

**6a.19 Stormwater Runoff Control Concept**

Prepare an erosion control plan for the project and show protection measures on the roadway plan sheets.

**6a.20 Other Drainage Tasks**

Provide support for the SWFWMD permit package.

**6a.21 Drainage Design Documentation Report**

Compile drainage design documentation into report format. Include documentation for all the drainage design tasks and associated meetings and decisions.

**6a.22 Drainage Quantities****6a.23 Cost Estimate**

Prepare cost estimates for the drainage components, except bridges and earthwork for stormwater management and flood compensation sites.

**6a.25 Quality Assurance/Quality Control****6a.26 Supervision****6a.27 Drainage Meetings****6a.28 Field Reviews****6a.29 Coordination**

**6b DRAINAGE PLANS**

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

**6b.1 Drainage Map****6b.3 Summary of Drainage Structures****6b.5 Drainage Structures****6b.8 Erosion Control Plan Sheet(s)****6b.9 SWPPP Sheet(s)****6b.10 Quality Assurance/Quality Control****6b.11 Supervision****7 UTILITIES**

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

**7.1 Kickoff Meeting**

Before any contact with the UAO(s), the FIRM shall meet with the CITY to receive guidance, as may be required, to assure that all necessary coordination will be accomplished in accordance with CITY procedures. The FIRM shall bring a copy of the design project work schedule reflecting utility activities.

**7.2 Identify Existing UAO(s)**

The FIRM shall identify all utilities within and adjacent to the project limits that may be impacted by the project.

**7.3 Make Utility Contacts**

First Contact: The FIRM shall send letters and an electronic set of plans (both pdf and dgn files), to each utility. Hard copies of plans shall be sent upon request of a utility. Includes contact by phone for meeting coordination. Request type, size, location, easements, and cost for relocation if reimbursement is claimed. Request the voltage level for power lines in the project area. Send the UAO requests for reimbursement to the CITY for a legal opinion. Include the meeting schedule (if applicable) and the design schedule. Include a typical meeting agenda. When scheduling a meeting, give four (4) weeks' advance notice.

**Second Contact:** At a minimum of four (4) weeks prior to the meeting, the FIRM shall transmit an electronic set (both pdf and dgn files) of the Phase II plans, the List of Plan Changes since first contact and the Utility Conflict Matrix (when applicable) to each UAO having facilities located within the project limits, and one set to the CITY. Hard copies of plans shall be sent upon request of a utility.

#### **7.5 Preliminary Utility Meeting**

The FIRM shall schedule (time and place), notify participants about, and conduct a preliminary utility meeting with all UAO(s) having facilities located within the project limits for the purpose of presenting the project, reviewing the current design schedule, evaluating the utility information collected, providing follow-up information on compensable property rights from the CITY's. This meeting is also an opportunity for the UAO(s) to present proposed facilities. The FIRM shall keep accurate minutes and distribute a copy to all attendees.

#### **7.6 Individual/Field Meetings**

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

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

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

#### **7.9 Utility Design Meeting**

The FIRM shall schedule (time and place), notify participants, and conduct a Utility meeting with all affected UAO(s). The FIRM shall be prepared to discuss impacts to existing trees/vegetation and proposed landscape, drainage, traffic signalization, maintenance of traffic (construction phasing), review the current design schedule and letting date, evaluate the utility information collected, provide follow-up information on compensable property rights from the CITY, discuss with each UAO the utility work by highway contractor option, discuss any future design issues that may impact utilities, etc., to the extent that they may have an effect on existing or proposed utility facilities with particular emphasis on drainage and maintenance of traffic with each UAO. The intent of this meeting shall be to assist the UAOs in identifying and resolving conflicts between utilities and proposed construction before completion of the plans, including utility adjustment details. Also to work with the UAOs to recommend potential resolution between known utility conflicts with proposed construction plans as may be deemed practical by the UAO. The FIRM shall keep accurate minutes of all meetings and distribute a copy to all attendees within

three working days. See Task 4.5 (Horizontal/Vertical Master Design File) and Task 4.9 (Cross Section Design Files) for utility conflict location identification and adjustments.

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

The FIRM shall review utility marked up plans and work schedules as they are received for content and coordinate review with the designer. Send color markups and schedules to the appropriate CITY department.

#### **7.11 Utility Coordination/Follow-up**

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

#### **7.14 Processing Utility Work by Highway Contractor (UWHC)**

The FIRM shall help process the utility coordination with the CITY'S Water and Wastewater Departments.

#### **7.15 Contract Plans to UAO(s)**

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

#### **7.16 Certification/Close-Out**

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

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

OR

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

OR

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

### **7.17 Other Utilities**

The FIRM shall provide other utility services. This includes utility right of way permit reviews during design to determine if the proposed utility will create a new conflict.

Should a city owned utility be relocated to accommodate the project design, the relocation shall be included in the project plans.

## **8 ENVIRONMENTAL PERMITS AND ENVIRONMENTAL CLEARANCES**

The FIRM shall notify the CITY of all scheduled meetings with the regulatory agencies to allow a CITY representative to attend. The FIRM shall use current regulatory guidelines and policies for all permits required as identified in Section 2.4.

### **8.1 Preliminary Project Research**

The FIRM shall perform preliminary project research and shall be responsible for regulatory agency coordination to assure that design efforts are properly directed toward permit requirements. The research shall include but not be limited to a review of available project documents, including but not limited to the Environmental Document, Natural Resources Evaluation and Cultural Resources Assessment Survey Report.

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

### **8.2 Field Work**

#### **8.2.3 Species Surveys**

The FIRM shall conduct general protected species surveys. It is anticipated that the proposed improvement activities will not require protected species involvement. Species-specific surveys and protected species permitting is not included in this scope of services.

### **8.4 Complete and Submit All Required Permit Applications**

The FIRM shall collect the data and information necessary to prepare the permit applications and obtain the environmental permits required to construct the project as identified in the Project Description and as described in 8.4.1. The FIRM shall prepare each permit application in accordance with the rules and/or regulations of the regulatory agency responsible for issuing a specific permit and/or authorization to perform work. The permit application packages must be approved by the CITY prior to submittal to regulatory agencies.



The FIRM will submit all permit applications, as directed by the CITY, and be responsible for payment of all permit and public noticing fees.

Local Permits:

**Environmental Resource Permit Assumed.**

#### **8.4.1 Complete and Submit all Required Wetland Permit Applications**

The FIRM shall prepare, complete, and submit required wetland permit (i.e. ERP, Section 404) application packages to the appropriate regulatory agencies. This includes, but is not limited to, applications submitted to EPCHC, WMD, and USACE.

Expected permits: Project activities are not anticipated to involve jurisdictional wetlands or other surface waters; however, the FIRM shall submit a Southwest Florida Water Management District (SWFWMD) permit modification to an existing permit or permit exemption request, as necessary. Though not anticipated at this time, a Section 404 permit may be required from the U.S. Army Corps of Engineers (USACE) and/or exemption from the Environmental Protection Commission of Hillsborough County may be required.

The FIRM will perform a field review of the project site to document environmental conditions and prepare an Environmental Technical Memorandum to support environmental permitting efforts. Environmental scientists will delineate the boundaries of adjacent jurisdictional wetlands and surface waters in accordance with Chapter 62-340 Florida Administrative Code (F.A.C.), Delineation of the Landward Extent of Wetlands and Surface Waters.

### **Environmental Clearances, Reevaluations and Technical Support**

#### **8.13 Technical Support To The CITY For Environmental Clearances and Re-evaluations**

The FIRM shall provide engineering and environmental support for the CITY to obtain environmental clearances for all changes to the project after the PD&E study was approved. These changes include but are not limited to pond or mitigation sites identified, land use or environmental changes, and major design changes.

**8.13.1 NEPA or SEIR Reevaluation:** During the development of the final design plans, the FIRM shall be responsible for coordinating with the CITY to provide necessary engineering information required in the preparation of the re-evaluation by the CITY.

Re-evaluations will be completed in accordance with Part 1, Chapter 13 of the PD&E Manual. The FIRM shall provide information to update the Project Commitment Record for incorporation into the re-evaluation.

It is the responsibility of the FIRM to provide the CITY with engineering information on major design changes including changes in typical section, roadway alignment, pond site selection, right of way requirements, bridge to box culvert, drainage, and traffic volumes that may affect noise models.

## **8.14 Preparation of Environmental Clearances and Re-evaluations**

The FIRM shall prepare reports and clearances for all the changes to the project that occurred after the PD&E study was approved. These changes could include but are not limited to pond and/or mitigation sites identified, land use or environmental changes, and major design changes.

### **8.14.1 NEPA or SEIR Re-evaluation**

During the development of the final design plans, the FIRM shall be responsible for collecting the data and preparing a re-evaluation in accordance with Part 1, Chapter 13 of the PD&E Manual.

### **8.14.2 Archaeological and Historical Resources**

Based on the presumed Federal permitting or funding and Florida Department of Transportation involvement, this assessment will comply with Section 106 of the *National Historic Preservation Act (NHPA) of 1966* (Public Law 89-665, as amended), as implemented by 36 CFR 800 -- *Protection of Historic Properties* (incorporating amendments effective August 5, 2004); Stipulation VII of the *Programmatic Agreement among the Federal Highway Administration (FHWA), the Advisory Council on Historic Preservation (ACHP), the Florida Division of Historical Resources (FDHR), the State Historic Preservation Officer (SHPO), and the FDOT Regarding Implementation of the Federal-Aid Highway Program in Florida* (Section 106 Programmatic Agreement, effective March 2016, amended September 2023); Section 102 of the *National Environmental Policy Act (NEPA) of 1969*, as amended (42 USC 4321 et seq.), as implemented by the regulations of the Council on Environmental Quality (CEQ) (40 CFR Parts 1500–1508); Section 4(f) of the *Department of Transportation Act of 1966*, as amended (49 USC 303 and 23 USC 138); the revised Chapters 267 and 373, *Florida Statutes (F.S.)*; and the standards embodied in the FDHR's *Cultural Resource Management Standards and Operational Manual* (February 2003), and Chapter 1A-46 (*Archaeological and Historical Report Standards and Guidelines*), *Florida Administrative Code*. In addition, the report will be prepared in conformity with standards set forth in Part 2, Chapter 8 (*Archaeological and Historical Resources*) of the FDOT *Project Development and Environment (PD&E) Manual* (effective July 31, 2024). All work also conforms to professional guidelines set forth in the *Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation* (48 FR 44716, as amended and annotated).

**ARCHAEOLOGICAL DESKTOP AND FIELD RECONNAISSANCE**

The archaeological desktop analysis will focus on evaluating the potential effects of the project on archaeological resources located within or adjacent to the project area. The objective is to determine the potential for unrecorded archaeological sites as well as identify any previously recorded archaeological sites and evaluate their eligibility for listing in the National Register of Historic Places according to the criteria listed in 36 CFR part 60.4.

The desktop analysis will include a search of the Florida Master Site File (FMSF) to identify previous surveys and evaluate their sufficiency according to current State Historic Preservation Office (SHPO)/FDHR standards. This analysis will also include a review of Government Land Office historic maps and historic aerials. The review will assess the archaeological probability of the project Area of Potential Effect (APE).

Archaeological testing will consist of a brief reconnaissance survey of the archaeological APE as well as subsurface testing where possible. Shovel tests will be .5 m (20 inches) in diameter and dug to a minimum depth, subsurface conditions permitting, of one meter (3.3 feet). All excavated soils will be sifted through 6.4 mm (¼ inch) metal hardware cloth screen suspended from portable wooden frames. Any cultural materials recovered will be stored in plastic bags with all provenience data recorded. Field notes on each test performed will be recorded, and the location of all tests will be clearly marked on aerial photographs of the project area. A FMSF form will be completed for each archaeological site identified during the survey.

**HISTORIC RESOURCES SURVEY**

A cultural resource field assessment survey (CRAS) will be conducted. Based on this project, an architectural historian and at least one technical assistant will conduct a historic resources survey to ensure that resources are identified, properly mapped, and photographed. Based on the improvements, the APE will be defined, and all resources located within the APE will be documented on a FMSF. FMSF forms will include field data, including notes from site observations and informant interviews. The estimated date of construction and distinctive features will also be noted. Photographs will be taken with a digital camera. A log will be kept to record the resource's physical location and compass direction of each photograph.

The resources' significance will then be evaluated for its potential eligibility for listing on the National Register. Historic physical integrity will be determined from site observations, field data, and photographic documentation. If possible, informant interviews with individuals knowledgeable about local history will be conducted to assist in the research for known significant historical associations.

**REPORT**

A report presenting the methods, findings, evaluations, and recommendations of the cultural resource assessment survey will be prepared and submitted to the client for review and comment. After receiving the comments, Janus Research will revise the document and prepare a final that will be submitted to the SHPO/FDHR for concurrence.

**8.17 Technical Meetings****8.18 Quality Assurance/Quality Control****8.19 Supervision****8.20 Coordination****9 STRUCTURES - SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS**

The FIRM shall provide services as described in Section 2.5.

**9.5 Incorporate Report of Core Borings****9.8 Structures Quantities for EQ Report****9.9 Cost Estimate****9.11 Field Reviews****9.12 Technical Meetings****9.13 Quality Assurance/Quality Control****9.15 Supervision****9.16 Coordination****17 STRUCTURES - RETAINING WALLS**

The FIRM shall prepare plans for Retaining Wall(s) as specified in Section 2.5.

**17.2 Horizontal Wall Geometry**

Cast-in-Place Retaining Walls

**17.11 Design****17.12 Vertical Wall Geometry****17.13 General Notes****17.14 Wall Plan and Elevations (Control Drawings)****17.15 Sections and Details**

**17.16 Reinforcing Bar List**

Other Retaining Walls and Bulkheads

**17.17 Design****17.18 Vertical Wall Geometry****17.19 General Notes, Tables and Miscellaneous Details****19 SIGNING AND PAVEMENT MARKING ANALYSIS**

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

**19.3 Signing and Pavement Marking Master Design File**

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

**19.4 Multi-Post Sign Support Calculations****19.5 Sign Panel Design Analysis**

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

**19.7 Quantities**

The FIRM shall provide quantity take off for the project at phases III, IV, and final for the signing and pavement-marking component of the entire project.

**19.8 Cost Estimate**

The FIRM shall be responsible for producing an accurate engineer's construction cost estimate for the signing and pavement marking component at phases III, IV and final.

**19.9 Technical Special Provisions and Modified Special Provisions****19.10 Other Signing and Pavement Marking Analysis****19.11 Field Reviews**

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

**19.12 Technical Meetings**

The FIRM shall attend phase review meetings for the plan submittal phases of the project with a representative from the CITY to resolve technical issues during the design process.

**19.13 Quality Assurance/Quality Control**

The FIRM shall be responsible for the professional quality, technical accuracy and coordination of traffic design drawings, specifications and other services furnished by FIRM under the contract.

The FIRM shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all design drawings, specifications, and other documentation prepared as a part of the contract. The FIRM shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan may be one utilized by the FIRM as part of their normal operation. The FIRM shall utilize the CITY's quality control checklist for traffic design drawings. The responsible Professional Engineer that performed the Quality Control review shall sign a statement certifying that the review was conducted.

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

**19.15 Supervision**

The FIRM shall provide all efforts required to supervise all technical design activities including the work of the subconsultants.

**19.16 Coordination**

The FIRM shall provide all efforts to coordinate with all disciplines of the project to produce a final set of construction documents and to ensure high degree of accuracy for the design plans is achieved.

**20 SIGNING AND PAVEMENT MARKING PLANS**

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

**20.1 Key Sheet**

The FIRM shall prepare the key sheet in accordance with the latest format depicted in the FDOT Design Manual.

**20.2 Summary of Pay Items Including Quantity Input**

The FIRM shall include all project pertinent pay items, descriptions, proper units, sheet numbers and related information in accordance with the Basis of Estimate Manual.

**20.3 Tabulation of Quantities**

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

#### **20.4 General Notes/Pay Item Notes**

The FIRM shall include all pertinent general notes and pay item notes as deemed fit.

#### **20.5 Project Layout**

#### **20.6 Plan Sheet**

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

#### **20.7 Typical Details**

#### **20.8 Guide Sign Work Sheet(s)**

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

#### **20.10 Special Details**

#### **20.12 Quality Assurance/Quality Control**

The FIRM shall be responsible for the professional quality, technical accuracy and coordination of traffic design drawings, specifications and other services furnished by the FIRM under this contract.

The FIRM shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all design drawings, specifications and other services prepared as a part of the contract. The FIRM shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan may be one utilized by the FIRM as part of their normal operation or it may be one specifically designed for this project.

The FIRM shall utilize the CITY's quality control checklist for traffic design drawings in addition to the QC effort described in the analysis section.

#### **20.15 Supervision**

The FIRM shall provide all efforts required to supervise all technical design activities including the work of the sub-consultants.

## **21 SIGNALIZATION ANALYSIS**

### **21.4 System Timings**

### **21.5 Reference and Master Signalization Design File**

The FIRM shall prepare the signalization design file to include pedestrian ADA improvements, loop replacements and all necessary design elements and all associated reference files.

### **21.6 Reference and Master Interconnect Communication Design File**

### **21.10 Signalization Quantities for EQ Report**

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

### **21.11 Cost Estimate**

The FIRM shall be responsible for producing an accurate engineer's construction cost estimate for the signalization component at phases III, IV and final.

### **21.14 Field Reviews**

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

### **21.15 Technical Meetings**

The FIRM shall attend phase review meetings for the plan submittal phases of the project with a representative from the CITY to resolve technical issues during the design process.

### **21.16 Quality Assurance/Quality Control**

The FIRM shall be responsible for the professional quality, technical accuracy and coordination of traffic design drawings, specifications and other services furnished by FIRM under the contract.

The FIRM shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all design drawings, specifications, and other documentation prepared as a part of the contract. The FIRM shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan may be one utilized by the FIRM as part of their normal operation. The FIRM shall utilize the CITY's quality control checklist for traffic design drawings. The responsible Professional Engineer that performed the Quality Control review shall sign a statement certifying that the review was conducted.



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

#### **21.18 Supervision**

The FIRM shall provide all efforts required to supervise all technical design activities including the work of the subconsultants.

#### **21.19 Coordination**

The FIRM shall provide all efforts to coordinate with all disciplines of the project to produce a final set of construction documents and to ensure high degree of accuracy for the design plans is achieved.

### **22 SIGNALIZATION PLANS**

#### **22.1 Key Sheet**

The FIRM shall prepare the key sheet in accordance with the latest format depicted in the FDOT Design Manual.

#### **22.2 General Notes/Pay Item Notes**

The FIRM shall include all pertinent general notes and pay item notes as deemed fit.

#### **22.3 Signalization Plan Sheets**

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

#### **22.11 TTCP Signal**

#### **22.12 Temporary Detection Sheet**

#### **22.13 Quality Assurance/Quality Control**

The FIRM shall be responsible for the professional quality, technical accuracy and coordination of traffic design drawings, specifications and other services furnished by the FIRM under this contract.

The FIRM shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all design drawings, specifications and other services prepared as a part of the contract. The FIRM shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan may be one utilized by the FIRM as part of their normal operation or it may be one specifically designed for this project.

The FIRM shall utilize the CITY's quality control checklist for traffic design drawings in addition to the QC effort described in the analysis section.

## **22.14 Supervision**

The FIRM shall provide all efforts required to supervise all technical design activities including the work of the sub-consultants.

## **27 SURVEY**

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

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

The survey notes shall include documentation of decisions reached from meetings, telephone conversations or site visits. All like work (such as bench lines, reference points, etc.) shall be recorded contiguously. The CITY may not accept field survey radial locations of section corners, platted subdivision lot and block corners, alignment control points, alignment control reference points and certified section corner references. The CITY may instead require that these points be surveyed by true line, traverse or parallel offset. This work is based from the CITY providing Horizontal/Vertical Control Points and all existing right-of-way files with no analysis needed.

### **27.1 Horizontal Project Control (HPC)**

Horizontal Control Points to be provided by the CITY.

### **27.2 Vertical Project Control (VPC)**

Vertical Control Points to be provided by the CITY.

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

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

### **27.7 Planimetric (2D)**

Locate all above ground features and improvements. Deliver in appropriate electronic format. Effort includes field edits, analysis and processing of all field-collected data, existing maps, and/or reports.

## **27.10 Underground Utilities**

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

- Perform SUE Quality Level B (Designating) services per ASCE 38-22 standards for all existing underground utilities within the corridor from R/W line to R/W line, using geophysical equipment to determine the utility's horizontal disposition.
- Perform SUE Quality Level A (Locating) services per ASCE 38-22 standards at locations where design elements requiring excavation may impact existing underground utilities, using vacuum excavation (test holes) to determine the utility's vertical disposition.
  - Design elements include signal pole foundations, pedestrian pole foundations, tree installation and irrigation, bioswales, light pole foundations, drainage structures, and miscellaneous structures.

### **Survey of SUE Information**

- FIRM will survey all information marked by the SUE crews and incorporate into an electronic file. The surveyed information will be relative to the previously completed topographic survey.
- Prepare a digital CADD file (AutoCAD or MicroStation) and a signed and sealed surveyor's report.

## **27.12 Drainage Survey**

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

## **27.28 Vegetation Survey**

Locate vegetation within the project limits.

## **27.32 Document Research**

Perform research of documentation to support field and office efforts involving surveying and mapping.

## **27.35 Quality Assurance/Quality Control (QA/QC)**

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

#### **27.36 Supervision**

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

#### **27.37 Coordination**

Coordinate survey activities with other disciplines. These activities must be performed by the project supervisor, a Florida P.S.M. or their delegate as approved by the District Surveying Office.

### **29 MAPPING**

The FIRM shall be responsible for the preparation of control survey maps, right-of-way maps, maintenance maps, sketches, other miscellaneous survey maps, and legal descriptions as required for this project in accordance with all applicable CITY Manuals, Procedures, Handbooks, District-specific requirements, and Florida Statutes. All maps, surveys and legal descriptions shall be prepared under the direction of a Florida Professional Surveyor and Mapper (PSM) to CITY size and format requirements utilizing CITY approved software and shall be designed to provide a high degree of uniformity and maximum readability. The FIRM shall submit maps, legal descriptions, quality assurance check prints, checklists, electronic media files and any other documents as required for this project to the CITY for review at stages of completion as negotiated.

#### **29.5 Topography**

### **35 GEOTECHNICAL**

The FIRM shall, be responsible for a complete geotechnical investigation. All work performed by the FIRM shall be in accordance with CITY standards.

Before beginning each phase of investigation and after the Notice to Proceed is given, the FIRM shall submit an investigation plan for approval and meet with the CITY to review the project scope and CITY requirements. The investigation plan shall include, but not be limited to, the proposed boring locations and depths, and all existing geotechnical information from available sources to generally describe the surface and subsurface conditions of the project site. Additional meetings may be required to plan any additional field efforts, review plans, resolve plans/report comments, resolve responses to comments, and/or any other meetings necessary to facilitate the Project.

The FIRM shall notify the CITY in adequate time to schedule a representative to attend all related meetings and field activities.

### **35.1 Document Collection and Review**

The FIRM shall review printed literature including topographic maps, county agricultural maps, aerial photography (including historic photos), ground water resources, geology bulletins, potentiometric maps, pile driving records, historic construction records and other geotechnical related resources. Prior to field reconnaissance, the FIRM shall review U.S.G.S., S.C.S. and potentiometric maps, and identify areas with problematic soil and groundwater conditions.

#### **ROADWAY**

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

Obtain pavement cores as directed in writing by the CITY.

If required by the CITY, a preliminary roadway exploration shall be performed before the Phase I plans submittal. The preliminary roadway exploration shall be performed and results provided to the Engineer of Record to assist in setting roadway grades and locating potential problem areas. The preliminary roadway exploration shall be performed as directed in writing by the CITY.

The FIRM shall perform specialized field-testing as required by project needs and as directed in writing by the CITY.

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

### **35.2 Develop Detailed Boring Location Plan**

Develop a detailed boring location plan. Meet with the CITY for boring plan approval. If the drilling program is expected to encounter artesian conditions, the FIRM shall submit a methodology(s) for plugging the borehole to the CITY for approval prior to commencing with the boring program.

### **35.3 Stake Borings/Utility Clearance**

Stake borings and obtain utility clearance.

### **35.5 Coordinate and Develop TTCP Plans for Field Investigation**

Coordinate and develop Maintenance of Traffic (TTCP) plan. All work zone traffic control *shall* be performed in accordance with the Roadway and Traffic Design Standards Index 600 series.

**35.6 Drilling Access Permits**

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

**35.10 Coordination of Field Work**

Coordinate all fieldwork required to provide geotechnical data for the project.

**35.11 Soil and Rock Classification – Roadway**

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

**35.13 Laboratory Data**

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

**35.14 Seasonal High-Water Table**

Review the encountered ground water levels and estimate seasonal high ground water levels. Estimate seasonal low ground water levels, if requested.

**35.22 Pavement Condition Survey and Pavement Evaluation Report**

If a pavement evaluation is performed, submit the report in accordance with Section 3.2 of the Materials Manual: Flexible Pavement Coring and Evaluation. Enter all core information into the Pavement Coring and Reporting (PCR) system.

**35.23 Preliminary Roadway Report**

If a preliminary roadway investigation is performed, submit a preliminary roadway report before the Phase I plans submittal. The purpose of the preliminary roadway report will be to assist in setting road grades and locating potential problems. The report shall include, but not be limited to:

- Copies of U.S.G.S. and S.C.S. maps with project limits shown.
- A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e., soils grouped into layers of similar materials) and construction recommendations relative to Standard Indices 500 and 505.
- The results of all tasks discussed in all previous sections regarding data interpretation and analysis.
- An appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculations/graphs, and other pertinent calculations.
- The FIRM shall respond in writing to any changes and/or comments from the CITY and submit any responses and revised reports.

**35.24 Final Report**

The Final Roadway Report shall include the following:

- Copies of U.S.G.S. and S.C.S. maps with project limits shown.
- A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e., soils grouped into layers of similar materials) and construction recommendations relative to Standard Indices 500 and 505.
- The results of all tasks discussed in all previous sections regarding data interpretation and analysis.
- An appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.
- The FIRM shall respond in writing to any changes and/or comments from the CITY and submit any responses and revised reports.

**35.25 Auger Boring Drafting**

Draft auger borings as directed by the CITY.

**35.26 SPT Boring Drafting**

Draft SPT borings as directed by the CITY.

**35.27 Develop Detailed Boring Location Plan**

Develop a detailed boring location plan. Coordinate with CITY for boring plan approval.

**35.28 Stake Borings/Utility Clearance**

Stake borings and obtain utility clearance.

**35.29 Coordinate and Develop TTCP for Field Investigation**

Coordinate and develop TTCP plan. All work zone traffic control will be performed in accordance with the DEPARTMENT's Standard Plans Index 102 series.

**35.33 Coordination of Field Work**

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

**35.34 Soil and Rock Classification - Structures**

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

**35.35 Tabulation of Laboratory Data**

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

**35.36 Estimate Design Groundwater Level for Structures**

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

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

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

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

The final reports shall include the following:

- Copies of U.S.G.S. and U.S.C.S. maps with project limits shown.
- Summary of structure background data, U.S.C.S., U.S.G.S., geologic and potentiometric data.
- The results of all tasks discussed in all previous sections regarding data interpretation and analysis).
- Recommendations for foundation installation, or other site preparation soils-related construction considerations with plan sheets, as necessary.
- Any special provisions required for construction that are not addressed in the CITY's guidelines.
- An Appendix which includes SPT boring profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, and any other pertinent information.

**35.48 SPT Boring Drafting**

Prepare a complete set of drawings to include all SPT borings, auger borings and other pertinent soils information in the plans. Include these drawings in the Final Geotechnical Report. Draft borings, location map, U.S.C.S. map and U.S.D.A. map. Soil symbols must be consistent with those presented in the latest Florida Department of Transportation Soils and Foundations Handbook.

**35.51 Field Reviews**

Identify and note surface soil and rock conditions, surface water conditions and locations, and preliminary utility conflicts. Observe and note nearby structures and foundation types.

**35.52 Technical Meetings****35.53 Quality Assurance/Quality Control****35.54 Supervision**



### **35.55 Coordination**

## **36 3D CONCEPT MODELING**

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

The FIRM shall deliver all master design files, 3D surface design models, and all supporting digital files.

The purpose of this task is to visually depict the design improvements for public awareness. The intent of the 3D model is for visual purposes only. The 3D model is to be scaled per the design improvements but is not intended to serve as an exact representation of improvements. Includes all efforts required for developing files for 3D deliverables supporting automated machine guidance for design models. This includes importing survey data and creation of existing 3D surface features and models and developing proposed corridor models with necessary detail of features to depict the proposed project in 3D.

The FIRM shall add detail to the corridor and design model for 3D design. Includes many elements that contribute to this, including but not limited to slope transitions, typical section transitions, changes in pavement depth, berms, swales/ditches, and other feature transitions. Extra corridor structure leads to extra assemblies, extra targeting, etc.

The FIRM shall create an accurate roadway design model which includes modeling the intersections.

The FIRM shall submit the associated files associated with the 3D model and their respective components.

### **36.1 Phase I 3D Design Model**

The FIRM shall prepare, submit and present for approval by the CITY, Phase I 3D interactive model, comprised of, but not limited to: Existing features (pavement, shoulders, sidewalk, curb/gutter, utilities-if required per scope, drainage - if required per scope) and proposed right of way design.

### **36.2 Phase II 3D Design Model**

The FIRM shall prepare, submit and present for approval by the CITY, Phase II 3D model, comprised of, but not limited to: Modification of the Phase I model to update the model to comply with changes based on the Phase I review comments and to include the addition of landscaping, hardscape, signage, retaining walls, barrier walls, guardrail terminals, cross overs, gore areas, side street connections, intersections, and driveways.

### **36.3 Phase III 3D Design Model**

The FIRM shall prepare, submit and present for approval by the CITY, Phase III 3D model and deliverable files for review, comprised of, but not limited to: Modification of the Phase II model to update the model to comply with changes based on the Phase II review comments and to further refine areas of transition between templates,

detailed grading areas, bridge approaches and end bents, median noses, shoulder transition areas, retaining walls, barrier walls and guardrail.

#### **36.4 Final 3D Model Design**

The FIRM shall prepare for approval by CITY, Phase IV 3D model, comprised of, but not limited to: Modification of the Phase III model to update the model to comply with changes based on the Phase III review comments and to accurately generate, export and otherwise prepare the final 3D deliverable files. All CADD files shall be AutoCAD native.

#### **36.7 Quality Assurance/Quality Control**

#### **36.8 Supervision**

#### **36.9 Coordination**

### **37 POST DESIGN SERVICES**

Post Design Services shall be deemed to begin after the construction contract advertisement and may include up to five (5) meetings, construction assistance with answering questions, site visits, five (5) shop drawing review, five (5) request for information (RFI) and one round of plan revisions. Expert witness testimony would be a potential add-on service, if needed. These services are not intended for instances of FIRM'S errors and/or omissions.

### **38 PROJECT REQUIREMENTS**

#### **38.1 Liaison Office**

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

#### **38.2 Key Personnel**

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

#### **38.3 Progress Reporting**

The FIRM shall meet with the CITY as required and shall provide a written monthly progress report with approved schedule, schedule status, and payout curve or by using the earned value method that describe the work performed on each task. The report will include assessing project risk through monthly documentation of identifying and updating the risk category and approach for monitoring those tasks. Invoices shall be submitted after the CITY approves the monthly progress report and the payout curve or with earned value analysis.

**38.4 Correspondence**

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

**38.5 Professional Endorsement**

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

**38.6 Computer Automation**

The project shall be developed utilizing Computer Aided Drafting and Design (CADD) systems. The CITY makes available software to help assure quality and conformance with policy and procedures regarding CADD. It is the responsibility of the FIRM to meet the requirements in the CITY's CADD Manual. The FIRM shall submit final documents and files as described therein.

**38.7 Coordination With Other Consultants**

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

**End of Scope of Services**

**EXHIBIT B**  
**FEE SCHEDULE FOR CONSULTING ENGINEERING SERVICES**  
**Lois Avenue from W. Cleveland St to SR 616/Boy Scout Blvd Design**

**RFQ 23-D-00033**

**COMPENSATION**

For performing the services identified within Exhibit A, an upset limit amount of \$1,804,770.80 has been established for the fee for the work described herein as summarized below. Invoices will be submitted monthly using the Trimble Unity Construct, aka e-builder, software.

<b>Description</b>		<b>Fee</b>
Task 3	PROJECT COMMON AND PROJECT GENERAL TASKS	\$ 188,451.51
Task 4	ROADWAY ANALYSIS	\$ 322,433.29
Task 5	ROADWAY PLANS	\$ 233,219.50
Task 6a	DRAINAGE ANALYSIS	\$ 122,104.43
Task 6b	DRAINAGE PLANS	\$ 75,998.65
Task 7	UTILITIES	\$ 34,714.80
Task 8	ENVIRONMENTAL PERMITS AND ENVIRONMENTAL CLEARANCES	\$ 104,017.41
Task 9	STRUCTURES - SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS	\$ 12,213.24
Task 17	STRUCTURES - RETAINING WALLS	\$ 43,580.94
Task 19	SIGNING AND PAVEMENT MARKING ANALYSIS	\$ 65,686.57
Task 20	SIGNING AND PAVEMENT MARKING PLANS	\$ 14,535.70
Task 21	SIGNALIZATION ANALYSIS	\$ 68,388.46
Task 22	SIGNALIZATION PLANS	\$ 32,338.21
Task 27	SURVEY	\$ 314,277.53
Task 29	MAPPING	\$ 57,401.09
Task 35	GEOTECHNICAL	\$ 53,000.69
Task 37	POST DESIGN SERVICES	\$ 54,682.84
<b>Total</b>		<b>\$ 1,797,044.86</b>
<b>Expenses</b>		<b>\$ \$ 7,725.94</b>
<b>Sub-Total</b>		<b>\$ 1,804,770.80</b>

## EXHIBIT C

### CITY OF TAMPA INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

<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 CIOB Insurance where premises, building, structure, or improved real property is leased, licensed, or otherwise occupied by Firm. Property Insurance against all risks of loss to any occupant/tenant improvements at full replacement cost with no coinsurance penalty, including fire, water, leak damage, and flood, as applicable, vandalism and malicious mischief endorsements. IOB by which minimum monthly rent will be paid to City for up to 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

### Tampa's Equal Business Opportunity Program Procedures for GMP Contracts

- The City of Tampa's Equal Business Opportunity Program (EBO) requires setting a construction subcontract goal on each GMP under the CM /or D-Build delivery system.
- Prior to the time construction subcontract goals are set, the Construction Manager (CM) or the Design-Builder (D-B) provides information on subcontract packages planned for the construction phase(s) and their sequencing.  
**(Ref: use Detailed GMP Estimate and MBD Form-80 PTW)**
- The CM (or D-B) participates in a meeting wherein the City will establish narrowly-tailored project goals for SLBE and/or W/MBE subcontractor participation on the project.  
**(Ref: use MBD Form-70)**
- For each subcontracting package to be bid, the CM (or D-B) confirms with the MBD Office, the City's minimum contact list of available SLBE and/or W/MBE firms to be solicited. Note: strategic, extensive outreach is the CM/DB's responsibility (i.e. GFECF)  
**(Ref: use Minimum Contact List provided w/final Project EBO Determination Goal)**
- The CM (or D-B) documents the notification of **all** potential subcontractors, including the SLBE or W/MBE firms identified above, i.e. minimum contact list of certified firms.  
**(Ref: use DMI 10-20 for construction phase Solicitation/Utilization outcomes)**
- The CM (or D-B) receives, opens, and tabulates subcontract bid results. The City, including representatives of the managing department and the MBD Office, may be present for the bid openings or to review the bids submitted.  
**(Ref: use MBD Form-50 GFECF outreach w/documentation)**
- The CM (or D-B) provides to the City, a tabulation of all bids received and its determination of the lowest responsive/responsible bidder. If bids received exceed contracted Guaranteed Maximum Price, CM (or D-B) advises City as to how they will proceed. If re-bidding is selected, notification at least equal to the original solicitation will occur. **(Ref: Reaffirm EBO Outreach)**
- As all subcontracts are executed, final copies are provided to the City. Where participation is achieved via sub-subcontractors and/or suppliers, the CM (or D-B) provides the City and MBD with copy of executed agreement or purchase order as documentation. **(Ref: use MBD Form-40 LOIs execute "Letters-of-Intent")**
- During construction, monitoring activities may including but may not be limited to, subcontractor payment reports to be submitted with pay requests, prior approval by the MBD Office and the managing departments, of any replacement of SLBE or W/MBE subcontractors, and a report of final amounts paid to all subcontractors.  
**(Ref: use #1-DMI 30 Form w/Pay Applications; #2-Prime & Subs must log into Diversity Mgt. Compliance System to report payment activity)**





**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.: 23-D-00033 Contract Name: Lois Avenue from W. Cleveland Street to SR 616/Boy Scout Boulevard  
 Company Name: Kisinger Campo & Associates, Corp. Address: 201 North Franklin St, Suite 900, Tampa, FL 33602  
 Federal ID: 59-1617745 Phone: 813-871-5331 Fax: 813-871-5135 Email: pfoley@kcaeng.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					
<b>W</b>	ECHO UES, Inc.				
81-4903226	4803 George Road, Suite 350, Tampa, FL 33634 888.778.3246   jerry.comellas@echoues.com	HM	925	E	Y
<b>O</b>	Janus Research, Inc.				
59-1913512	1107 N Ward Street, Tampa, FL 33603 813.636.8200   janus@janus-research.com	CF CM	N/A	E	Y
<b>W and S</b>	Madrid CPWG				
59-3156722	3918 N. Highland Avenue, Tampa, FL 33603 813.361.2664	CF	925	E	Y
<b>W</b>	Patel, Greene and Associates, LLC				
45-2209743	12570 Telecom Drive, Temple Terrace, FL 33637 813.978.3100   hiren.patel@patelgreene.com	AM	925	E	Y
<b>W</b>	Tierra, Inc.				
59-3154723	7351 Temple Terrace Highway, Tampa, FL 33637 813.989.1354   813.989.1355   jdistefano@tierraeng.com	HM	925	E	Y
<b>W and S</b>	The Valerin Group, Inc.				
33-1142500	3903 Northdale Blvd., Suite 100E, Tampa, FL 33624 813.751.0478   813.925.4205   valeriec@valerin-group.com	CF	912	E	Y
				E	

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: Paul G. Foley, P.E., CEO/President Date: December 12, 2024

**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.: 23-D-00033 Contract Name: Lois Avenue from W. Cleveland Street to SR 616/Boy Scout Boulevard  
 Company Name: Kisinger Campo & Associates, Corp. Address: 201 North Franklin Street, Suite 900, Tampa, FL 33602  
 Federal ID: 59-1677145 Phone: 813-871-5331 Fax: 813-871-5135 Email: pfoley@kcaeng.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 %
<b>W</b>	ECHO UES, Inc. 4803 George Road, Suite 350, Tampa, FL 33634 888.778.3246   jerry.comellas@echoues.com	HM	925	\$406,393	22.52%
81-4903226					
<b>O</b>	Janus Research, Inc. 1107 N Ward Street, Tampa, FL 33603 813.636.8200   janus@janus-research.com	CF CM	N/A	\$65,906	3.65%
59-1913512					
<b>W and S</b>	Madrid CPWG 3918 N. Highland Avenue, Tampa, FL 33603 813.361.2664 (Services not included in final scope.)	CF	925	\$0	0%
59-3156722					
<b>W</b>	Patel, Greene and Associates, LLC 12570 Telecom Drive, Temple Terrace, FL 33637 813.978.3100   hiren.patel@patelgreene.com	AM	925	\$162,995	9.03%
45-2209743					
<b>W</b>	Tierra, Inc. 7351 Temple Terrace Highway, Tampa, FL 33637 813.989.1354   813.989.1355   jdistefano@tierraeng.com	HM	925	\$53,001	2.94%
59-3154723					
<b>W and S</b>	The Valerin Group, Inc. 3903 Northdale Blvd., Suite 100E, Tampa, FL 33624 813.751.0478   813.925.4205   valeriec@valerin-group.com	CF	912	\$50,610	2.80%
33-1142500					

Total ALL Subcontract / Supplier Utilization \$ 738,905

Total SLBE Utilization \$ 0.00

Total WMBE Utilization \$ 672,999

Percent SLBE Utilization of Total Bid/Proposal Amt. 0 % Percent WMBE Utilization of Total Bid/Proposal Amt. 37.29 %\*

\*Note: KCA is also MBE-certified with the City of Tampa. Our overall total MBE/WBE/SLBE utilization (including KCA) is 96.35%.

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

Signed: Paul G. Foley Name/Title: Paul G. Foley, P.E., CEO/President Date: December 12, 2024

**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**