CAD/vm

RESOLUTION NO. 2024 - 1091

A RESOLUTION AUTHORIZING AN AGREEMENT FOR CONSULTANT SERVICES IN THE AMOUNT OF $1,093,167 BETWEEN THE CITY OF TAMPA AND ALFKA, LLC IN CONNECTION WITH CONTRACT 24-D-00003 TWIGGS STREET COMPLETE STREETS AND SAFETY PROJECT; AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE.

WHEREAS, via the competitive selection process in accordance with Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act ("CCNA"), as applicable, the City of Tampa ("City") selected ALFKA, LLC ("Firm") to provide professional services in connection with 24-D-00003 Twiggs Street Complete Streets and Safety Project ("Project") as detailed in the Agreement for Consultant Services ("Agreement"); and

WHEREAS, the City desires to enter into this Agreement with the Firm to provide certain professional services that includes, but is not limited to, design, planning, cultural resources, roadway design, traffic analysis, drainage, public involvement and coordination, inter-agency coordination; surveying; subsurface utilities exploration; environmental permitting, miscellaneous structures design, signing and pavement markings, signalization, landscaping and irrigation; resilient design, geotechnical services; County Incentive Grant Program (CIGP) coordination; 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 this 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 24-D-00003 Twiggs Street Complete Streets and Safety Project, 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 provides funding in the total amount of $1,093,167 for consultant services for the Twiggs Street Complete Street project from within the Transportation Grants Capital Projects Fund in the amount of $496,030, Local Option Gas Tax Capital Projects Fund in the amount of $150,350, and the Multi Modal CIP Central Business District Fund in the amount of $446,787.

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.

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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 DEC 05 2024

ATTEST:

Shirley Foxx-Knowles

CITY CLERK/~~DEPUTY CITY CLERK~~

CHAIRMAN\CHAIRMAN PRO-TEM CITY COUNCIL

APPROVED AS TO FORM:

E/S

Justin R. Vaske
SENIOR ASSISTANT CITY ATTORNEY

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT ("Agreement") made and entered into at Tampa, Florida, as of the _____ day of _____, 2024, which is the date Resolution No. _____ was adopted authorizing execution of this Agreement, by and between the CITY OF TAMPA, a municipal corporation of the State of Florida, ("CITY"), the address of which is 315 East Kennedy Boulevard, Tampa, Florida 33602, and ALFKA, LLC, a Connecticut corporation authorized to do business in the State of Florida, ("FIRM"), the address of which is 400 North Tampa Street, Suite# 1440, Tampa, Florida 33602.

WITNESSETH:

WHEREAS, the CITY desires to engage the FIRM to perform certain professional services pertinent to such work which shall be referred to as Contract 24-D-00004 Twiggs Street Complete Streets and Safety Project ("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 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 $1,093,167 to be billed in accordance with **Exhibit B**.

VI. PAYMENT

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

VII. RECORDS

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

With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection, or copying purposes 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 to the satisfaction of the CITY, or other similar cause, the City may terminate this Agreement for cause.

Then the CITY may provide five (5) days written notice that the conduct of the FIRM is such that the interests of the CITY are likely to be impaired or prejudiced, stating the facts upon which the opinion is

based. Then the CITY may upon fifteen (15) days written notice, and at the end of the (15) days terminate this Agreement for cause (herein "Termination Date"). Upon that termination for cause, the FIRM shall be entitled to compensation for services properly and satisfactorily performed through the date of such termination for cause. 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 an nonstate entity expends $750,000 or more of State financial assistance in any fiscal year of such non-state entity in accordance with the requirements of the Florida Single Audit Act.

XXVIII. DEFAULT

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:
ALFKA, LLC

By: _____

Print Name: _____

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

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

[SEAL]

ATTEST:

By: _____
City Clerk/Deputy City Clerk

[SEAL]

CITY:
City of Tampa, Florida

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.

ALFKA LLC 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: LUIS CELY

Title: MANAGER

Signature:

Date: 10/17/2024

EXHIBIT A
Twiggs Street Complete Streets and Safety Project
Contract 24-D-00003
Scope of Services

1 PROJECT PURPOSE

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

The Scope of Services establishes which items of work in the CITY's Transportation Technical 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.

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.

2 PROJECT DESCRIPTION

The CITY has requested the services of the FIRM to perform the design and preparation of a complete set of construction contract documents and incidental engineering services, as necessary, for improvements to Twiggs Street from Ashley Drive to Nebraska Avenue. Services to be completed by the FIRM include but may not be limited to: roadway design, traffic analysis, drainage design, utilities design, public involvement and coordination (including workshops and/or listening sessions), inter-agency coordination; environmental permitting, miscellaneous structures design, signing and pavement markings, signalization, landscaping and irrigation; resilient design, such as low impact development, bioswales, rain gardens, etc.; urban design; context sensitive design, tactical Urbanism; geotechnical services; cost estimating; cultural resources and historic preservation coordination; County Incentive Grant Program (CIGP) coordination; construction cost estimating, and preparation of construction documents for bidding.

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

Public Involvement:

The FIRM is to complete two public involvement meetings. The first meeting is to be completed after the concept plans have been finalized and approved by the CITY. The second public meeting is to be held after 60% plans have been completed. The FIRM shall provide public meeting notices for the CITY's distribution.

The FIRM shall develop driveway letters and sketches for driveways that are to be modified as part of the project. These letters and sketches are to be provided to the CITY, for the CITY's distribution.

The FIRM shall provide a narrative before each public meeting, and after the Final Plan submittal to the CITY.

The FIRM shall evaluate up to ten (10) private development permit applications through the design phase of the project to coordinate private improvements with roadway improvements at Twiggs Street. The FIRM shall coordinate with the ONE Tampa development at Ashley Drive and Twiggs Street for final improvements to be completed on the Twiggs Street Right of Way.

Other Agency Presentations / Meetings: The FIRM is anticipated to provide up to 9 special purpose meetings for local stakeholders such as:

- Hillsborough Transportation Planning Organization (TPO)
- Tampa Hillsborough Expressway Authority (THEA)
- Hillsborough County Planning Department
- Hillsborough County Facilities Management & Real Estate Services
- Channelside Academy of Math and Science (Channelside Academy)
- Tampa Downtown Community Redevelopment Area (CRA)
- Tampa Downtown Partnership
- Tampa Electric Company (TECO)
- Florida Department of Transportation (FDOT)

Concept Plan Refinement: The FIRM shall develop a set of concept plans for review and evaluation by the CITY. The Concept Plans are to refine the recommendations and findings noted in the CITY's Tampa M.O.V.E.S. Twiggs Street Workshop Summary and Report, dated October 2023.

Grant Coordination: The FIRM is anticipated to assist the CITY in the coordination with Hillsborough County and the FDOT for the management of the State Funded Grant Agreement (SFGA) County Incentive Grant Program (CIGP), with a Contract Number G2T16 and a Financial Project Number (FPN) 448508-1-34-01.

Specification Package Preparation: The FIRM shall develop the Specifications Package for the project.

Plan Type: The FIRM shall prepare construction plans and profile sheets at a 1:20 scale (11"x17" format).

Typical Section: The FIRM shall develop a total of up to 5 Typical Sections for the following corridor segments. Specific configurations for each segment are to be defined as part of the Concept Refinement phase.

1. North Ashley Drive to North Tampa Street
2. North Tampa Street to North Pierce Street
3. North Pierce Street to North Jefferson Street
4. North Jefferson Street to North East Street
5. North East Street to North Nebraska Avenue

A private development is currently completing the Twiggs Street segment between North Ashely Drive and North Tampa Street.

The FIRM shall develop up to five (5) typical section details for project harmonization within transition locations. The FIRM shall design bulb-outs for pedestrians at each intersection corner within the corridor.

Pavement Design: The FIRM shall develop up to 5 pavement designs. At a minimum 1 pavement design to maintain existing brick pavers, 1 milling and resurfacing pavement design, and 1 widening pavement design. The up to two (2) more milling and resurfacing pavement designs are anticipated to harmonize with collector sidestreets and arterial sidestreets.

Major Intersections: There are ten (10) major intersections, of which three (3) are intersections with State Roads. Specific improvements at each intersection are to be selected by the CITY at the completion of the Concept Plan Refinement. The following are the design services to be completed by the FIRM at each intersection.

1. Twiggs Street and N. Ashley Drive – Improvements completed by Private Development – FIRM to review Private Development plans and provide recommendations.
2. Twiggs Street and Tampa Street (US-41B – SB) – Improvements completed by the FDOT – FIRM to harmonize proposed with recently constructed bulb-outs. No changes to the existing curb return profiles or reconstruction of the bulb-outs are anticipated.
3. Twiggs Street and N. Franklin Street – Lane reconfiguration and/or pedestrian bulb-outs.
4. Twiggs Street and N. Florida Avenue (US-41B – NB) – Lane reconfiguration and/or pedestrian bulb-outs.
5. Twiggs Street and N. Marion Street – Transit Corridor Intersection – Concrete Pavement. FIRM to harmonize improvements up to concrete pavement limits. No reconfiguration of intersection curb returns
6. Twiggs Street and N. Morgan Street – Lane reconfiguration and/or pedestrian bulb-outs.
7. Twiggs Street and N. Pierce Street – Lane reconfiguration and/or pedestrian bulb-outs.
8. Twiggs Street and N. Jefferson Street – Lane reconfiguration and/or pedestrian bulb-outs.
9. Twiggs Street and N. East Street – Lane reconfiguration and/or pedestrian bulb-outs.
10. Twiggs Street and Nebraska Avenue (SR 45) – Harmonize proposed improvements on Twiggs Street to meet existing lane configuration at Nebraska Avenue.

Midblock Pedestrian Crossings: There are two (2) locations identified to develop proposed midblock crossings. These locations on Twiggs Street are between N. Jefferson Street and Nebraska Avenue. The distance between these intersections is approximately 1,000 ft. The existing downtown grid provides pedestrian crossing opportunities every 200 to 300 feet. Therefore, additional two (2) midblock locations within this large block, provide crossing opportunities similar to the rest of the downtown grid. These locations are potentially identified to be located at:

- "T" intersection between Twiggs Street and N East Street. Reconfigure the existing midblock crossing.
- "T" intersection between Twiggs Street and entrance to the Twiggs Garage. New midblock crossing.

Driveway Modifications: Design driveway modification to harmonize improvements such as lane reconfiguration or sidewalk revisions. The FIRM shall evaluate and design up to thirty (30) driveways to be modified.

Level of Temporary Traffic Control Plan (TTCP): Temporary Traffic Control Plan Level II for moderately complex construction projects, such as reconstruction of roadways. The FIRM shall complete a TTCP with up to three (3) major phases and a detailed pedestrian TTCP, as required by the City and the FDOT Electronic Review Comments (ERC) process.

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,

with special consideration given to the construction of bulb-outs. The placement of temporary traffic control devices shall be reviewed to ensure that conveyance of runoff is not impeded.

Sidewalk Profiles: The FIRM shall develop sidewalk profiles to ensure construction of the sidewalk is to meet existing features, such as doorways and pedestrian ways, at the right of way line. It is anticipated up to 20 sidewalk profiles are needed (2 for each block, a total of 10 blocks exist in the project).

Pedestrian Bulb-outs: Develop the design of pedestrian bulb-out on up to ten (10) intersections and two (2) midblock crossings.

Intersection Details: Develop intersection details to revise intersection return radii based on new lane configuration for up to ten (10) intersections.

Technical Meetings: Unless otherwise required by the CITY, all technical meetings are to be held via videoconference using platforms similar to Microsoft Teams. All Public Meetings are to be held in-person, at the CITY's option.

2.2 Drainage (Activities 6a and 6b)

Drainage System Type: Closed urban system. No floodplain impacts.

Number of stormwater management facility sites: 18 Low Impact Development facility sites are estimated. These are to be included at bulb-outs at the project's 6 intersections.

2.3 Utilities Coordination (Activity 7)

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

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

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

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

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

There are 24 Utility Agency Owners (UAOs) anticipated on the project:

1. AT&T Mobility
2. AT&T National Dispatch
3. Charter Communications CATV
4. CITY of Tampa – Sewer Department
5. CITY of Tampa – Transportation Department
6. CITY of Tampa – Water Department
7. Cogent Communications
8. Crown Castle
9. Fiberlight
10. Frontier Communications
11. Hillsborough County
12. Lumen
13. MCI
14. Tampa Electric Company (TECO) Transmission
15. TECO Distribution
16. TECO Lighting
17. TECO Fiber
18. TECO Peoples Gas
19. Tampa Hillsborough Expressway Authority
20. FDOT District Seven
21. Uniti Fiber
22. Verizon Wireless
23. Zayo Group / Lightwave
24. Windstream Enterprises

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

2.4 Environmental Permits and Environmental Clearances (Activity 8)

Expected Permits:
SWFWMD Exemption Letter.
Environmental Permits Certification Letter to FDOT.

2.5 Signing and Pavement Markings (Activities 19 & 20)

Replace all existing sign panels for single, multi-post and overhead signs unless they are new or like new (over 5 years old should be replaced). Replace ground mounted structures only if damaged or functionally obsolete.

Add new signs as needed for new construction or to update for the latest edition of the MUTCD standards.

Add bicycle intersection treatments, such as bike boxes.

Include pavement markings for on-street parallel and/or angled parking, including adequate accessible parking spaces.

The intersection of North Franklin Street and Twiggs Street shall be converted to a 4-Way Stop Control.

The midblock crossing at Twiggs Street and North East Street, shall be realigned to be perpendicular with Twiggs St.

Provide a new pedestrian midblock crossing at the Twiggs Garage.

No Special Sign Panels, Lighted/Electrical Signs, or Multi-Post Signs are anticipated.

2.6 Lighting (Activities 23)

To develop the Lighting Design Analysis Report, the FIRM shall complete the following activities:

- Coordinate with the CITY's Smart Mobility Division and Tampa Electric Company (TECO) Lighting Division to determine the type of streetlight fixtures and design requirements for the Twiggs Street Corridor.
- Secure from TECO the IES files to support the development of a constructible photometric plan.
- Obtain a price proposal from TECO for the lighting of the entire Twiggs Street Corridor, from North Ashley Drive to North Nebraska Avenue.
- Adhere to the streetlight placement and product selection guidelines specified in the City of Tampa Municipal Code Section 27-182 and in the Florida Department of Transportation Design Manual.
- Coordinate with all TECO Divisions on the design schedule dues dates for TECO's design submittals of plan markups (Red-Green-Brown markups), and TECO's utility relocation schedule with information on work to occur before, during or after construction of Twiggs Street, or any combination thereof.

2.7 Landscape (Activities 25 & 26)

Include coordination with existing and/or proposed underground utilities including but not limited to lighting, drainage, sanitary sewer and water. The FIRM shall closely coordinate with the CITY's Smart Mobility Division to ensure that all conflicts are identified, addressed, and mitigated in the Contract Documents.

Planting Plans: 0.62 Miles
Hardscape Plans: Street furniture, specialty paving and sidewalks

2.8 Geotechnical (Activity 35)

The FIRM shall perform up to fourteen (14) pavement cores to determine a pavement design recommendation. The FIRM shall perform up to four (4) Double Ring Infiltrometer (DRI) tests to assist in determining infiltration rates to support stormwater and drainage design.

2.9 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 Production Date of January 2026. 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 Project is anticipated to have a fifteen (15) month design phase schedule, with a 100% Phase Submittal no later than 10/1/2025.

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 for the CITY Project Manager review.

2.10 Submittals

The FIRM shall furnish construction contract documents as required by the CITY to adequately control, coordinate, and approve the work concepts. The FIRM shall distribute submittals as directed by the CITY.

The FIRM shall complete the following design submittals:

Concept Plan: Includes the development of a concept typical section, and a concept plan view of proposed improvements.

60% Plans: Based on improvements selected by the CITY from the Concept Plan, the FIRM shall develop design documents to develop a set of quantifiable Construction Plans, which include applicable components, such as: plan sheets, profile sheets, cross-section sheets, and/or utility adjustment sheets.

100% Plans: Based on input from the CITY on the 60% Plans, and other reviewing agencies including Utility Agency Owners and FDOT. The FIRM shall develop 100% Plans to be used by the CITY for coordination with the Florida Department of Transportation.

Final Plans: Based on input from the CITY on the 100% Plans, and other reviewing agencies including Utility Agency Owners and FDOT. The FIRM shall develop Construction Documents and Plans to be used by the CITY to construct the proposed improvements.

All plans and specifications deliverables provided for herein shall support a fully electronic advertisement, bidding and letting process for the construction contract in a manner acceptable to the CITY. In addition to any required hard copies, the FIRM shall provide .pdf files for all plans phase submittals. In addition to any required hard-copies, all other documents that require CITY review shall be submitted in an electronic medium acceptable to the CITY Project Manager. Final AutoCAD Drawing Files shall be provided to the CITY by the FIRM.

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

2.11 Provisions for Work

The services performed by the FIRM must comply with all applicable CITY's manuals, procedure, policies, and guidelines. For elements of the project within the FDOT Right of Way, the FIRM must comply with the FDOT's Project Development and Environmental (PD&E) Manual, FDOT Design Manual (FDM), and Structures Manual.. The CITY's manuals and guidelines incorporate, by requirement or reference, all applicable federal, state, and local 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.

2.12 Quality Assurance/Quality Control

The FIRM is responsible for their work, including plans review. The purpose of FIRM plan reviews is to ensure that FIRM plans follow the plan preparation procedures outlined in the CITY's Transportation Technical Manual, that state and federal design criteria are followed with the CITY concept, and that the FIRM submittals are complete.

It is the FIRM's responsibility to independently and continually QC their plans and other deliverables. The FIRM should regularly communicate with the CITY's 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 designs, drawings, specifications and other services furnished by the FIRM.

The FIRM shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications, and other documentation. The FIRM shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan shall be one specifically designed for this project. The FIRM shall submit a Quality Control Plan for approval within twenty (20) business days of the Notice-to-Proceed and it shall be signed by the FIRM's Project Manager and the FIRM QC Manager. The Quality Control Plan shall include the names of the FIRM's staff that will perform the quality control reviews. The Quality Control reviewer shall be a Florida Licensed Professional Engineer fully prequalified under F.A.C. 14-75 in the work type being reviewed. A marked up set of prints from a Quality Control Review indicating the reviewers for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, lighting, landscape, 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, or Landscape Architect that performed the Quality Control review shall sign a statement certifying that the review was conducted and found to meet the required specifications.

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

2.13 Supervision

The FIRM shall supervise all technical design activities.

2.14 Coordination

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

3 PROJECT COMMON AND GENERAL TASKS

Project Common Tasks, as listed below, are work efforts that are applicable to many project activities. 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.

3.1 Public Involvement

A public information meeting is to be conducted by the FIRM after the Concept Plan is completed. Public Involvement includes communicating to all interested persons, groups, and government organizations information regarding the development of the project. The FIRM shall provide to the CITY drafts of all Public Involvement documents (i.e., newsletters, property owner letters, advertisements, fact sheets, PowerPoint slides etc.) associated with the following tasks for review and approval at least seven (7) business days prior to printing and / or distribution.

3.1.1 Notifications

Notice of the public meeting will be generated by the FIRM in both English and Spanish (if required by the CITY) for the CITY's use and distribution.

3.1.2 Driveway Modification Letters

The FIRM shall prepare up to one (1) driveway modification letter and one (1) driveway sketch template to be used for driveway modification. Each driveway modification letter and sketch shall be to the respective property owners along the corridor. The letters shall be sent by the FIRM on CITY letterhead upon approval by the CITY.

3.1.3 Renderings

The FIRM shall prepare typical section and plan view schematic renderings, one for each block, for use in public meetings.

3.1.4 PowerPoint Presentations

The FIRM shall prepare PowerPoint presentations for Public Meetings.

3.1.5 Public Meeting Preparations

The FIRM shall prepare the necessary materials for use in public meetings. The FIRM shall prepare a signing plan to assist the CITY in the placement of Meeting Notification Signs. The CITY shall select the location(s) for the public meetings, coordinate with the meeting venue and pay all costs for meeting site rents and insurance.

3.1.6 Public Meeting Attendance and Follow-up

The FIRM shall attend public meeting(s), and 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's Project Manager.

3.1.7 Other Agency Meetings

In addition to scheduled public meetings, the FIRM may be required to participate in meetings with the local governing authorities and/or Transportation Planning Organization (TPO). 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.

3.1.8 Web Site

The FIRM shall provide text content for the CITY's project web page, for a total of up to three (3) instances for the duration of the project.

3.2 Grant Coordination

The FIRM shall assist the CITY with the coordination of the CIGP. This is estimated to correspond to one monthly coordination meeting for the duration of the project schedule.

3.3 Specifications & Estimates

3.3.1 Specifications Package Preparation

The Specifications Package shall be prepared using the FDOT Specifications for the State Highway portions of the project and the CITY Specifications for the City Roadway portions of the project. 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.

3.3.2 Estimated Quantities and Cost Estimates

The FIRM shall be responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur, and/or at milestones of the project. Quantities shall be obtained using AutoCAD software applications. The FIRM shall use the most conservative costs available, including the FDOT Area 8 Average unit costs.

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.

3.5 FIRM's Project Manager 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.

The FIRM's Project Manager shall participate in the following Technical Meetings:

- Eight (8) Roadway Analysis Meetings
- Two (2) Drainage Analysis Meetings
- Three (3) Utilities Coordination Meetings
- Two (2) Environmental Permitting Meetings
- Two (2) Signing and Pavement Marking Meetings
- One (1) Smart Mobility Division / Lighting Meeting
- Two (2) Landscape Architecture Meetings
- One (1) Geotech Coordination Meeting
- Three (3) Phase Review Meetings
- Three (3) Field Reviews

The FIRM's Project Manager shall participate in monthly coordination meetings with the CITY for the duration of the Project.

3.6 Digital Delivery

The FIRM shall deliver final contract plans and documents in digital native AutoCAD format and PDF 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.

3.7 Railroad, Transit and/or Airport Coordination

The FIRM shall coordinate with the Hillsborough Area Regional Transit Authority (HART) to accommodate transit stops within the project corridor. Coordination with Railroad Agencies or Airports is not anticipated to be required for the project. Aeronautical evaluations are not anticipated to be required for the project.

3.8 Landscape and Existing Vegetation Coordination

Completed as part of Activity 25.

3.9 Other Project General Tasks

The FIRM shall evaluate private development through the design phase of the project to coordinate private improvements with roadway improvements at Twiggs Street. The FIRM shall coordinate with the ONE Tampa development at Ashley Drive and Twiggs Street for final improvements to be completed on the Twiggs Street right of way. The FIRM shall review private development permit applications during the design phase of the project.

4 ROADWAY ANALYSIS

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

4.1 Typical Section Package

The FIRM shall provide CITY approved Typical Sections prior to the 60% Plans submittal.

4.2 Pavement Design Package

The FIRM shall develop Pavement Designs to support the project development. The FIRM shall provide approved Pavement Designs prior to the 60% Plans submittal date.

4.3 Safety Analysis

The existing Safety Analysis completed for the project used crash data from 2014 to 2018. The FIRM shall perform and updated safety analysis required for roadway design, using crash data from 2019 to 2023. The Safety Analysis shall be completed to provide recommendations for safety improvements, along with review of current corridor operations.

4.4 Design Analysis

Access Management: The FIRM shall review truck and bus turning movements for proposed left turn lanes and for modified intersection corner radii, for up to ten (10) intersections.

The FIRM shall submit a Driveway Summary Matrix (DSM) to identify driveways to be repaired, reconstructed or modified to include the new sidewalk. Types of driveways to be used shall be identified in the DSM.

4.5 Design Reports

The FIRM shall prepare a Roadway Design Report to document all the completed Roadway Analysis tasks.

4.6 Master Design File Setup & Maintenance, Model Management Plan

The FIRM shall setup the horizontal/vertical master design file and maintain the design file throughout the life of the design. The FIRM shall create a model management plan when necessary.

4.7 Horizontal/Vertical Master Design Files

The FIRM shall design the geometrics based on the CITY of Tampa Transportation Technical Manual 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, pedestrian and bicycle concerns, ADA requirements, and scope of work. The FIRM shall also develop utility conflict information to assist in coordination with the Utility Agency Owners. Complete analysis for the development of roadway cross sections at every 50-feet along the project corridor, include driveway half-sections. The project does not require the deliverable of Automated Machine Guidance (AMG) surfaces.

4.8 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, and transit agency features (bus stops, etc.). 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.

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 by a certified designer who has completed training as required by the CITY. Before proceeding with the TTCP, the FIRM shall meet with the appropriate CITY personnel. The purpose of this meeting is to provide information to the FIRM that will better coordinate the Preliminary and Final Temporary Traffic Control Plan efforts.

The FIRM shall consider the local impact of any lane closures or alternate routes. When the need to close a road is identified during this analysis, the FIRM shall notify the CITY's Project Manager as soon as possible. Proposed road closings must be reviewed and approved by the CITY. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider shall include emergency vehicle response time, local events, holidays, peak seasons, 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 CITY highways.

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. The development of 3D models to evaluate TTCPs is not required for the design of the project.

4.9 Utility Data Collection and Analysis

The FIRM shall collect, analyze, and coordinate utility data. This includes reviewing the Utility Work Schedule (UWS) and developing and coordinating utility conflict information.

4.10 Quantities

The FIRM shall determine pay items and quantities and the supporting documentation.

4.11 Cost Estimate

The FIRM shall develop cost estimates based on individual multimodal improvements during the Concept Plan phase. Cost estimates are to be developed as identified in 3.3.2.

4.12 Technical or Modified Special Provisions

The FIRM shall complete up to two (2) Technical Special Provisions for roadway brick pavers and for granite curbing.

4.13 Other Roadway Tasks

The FIRM shall develop a Concept Plan to include a plan view and typical sections of all proposed improvements. The Concept Plan shall be used to develop an itemized Concept Cost Estimate. The CITY shall review the Concept Plan and the Concept Cost Estimate to identify which improvements are to be included in the Design and Construction Document Development.

4.14 Quality Assurance/Quality Control

4.15 Supervision

4.16 Roadway Meetings

The FIRM shall complete the following meetings to support Roadway Analysis tasks:

- Up to five (5) Technical Meetings
- Up to nine (9) Local Agency Meetings
- Up to three (3) Submittal Comment Review Meetings
- Up to three (3) Utility Coordination Meetings
- Up to three (3) Phase Review Meetings
- Up to one (1) Progress Meeting for each month of the design phase

4.17 Field Review

The FIRM shall complete three (3) field reviews to support Roadway Analysis tasks.

4.18 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. 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 the project. The plan (and profile) sheets shall be plotted at a horizontal scale of 1" = 20' and shall include the following components:

- Key Sheet
- Signature Sheet
- Typical Section Sheets
    - Typical Sections

  - Typical Section Details
- General Notes/Pay Item Notes
- Plan/Profile Sheets
- Special Profile (Bulb-outs) Sheets
- Back-of-Sidewalk Profile Sheets
- Intersection Detail Sheets
- Special Details (Two pedestrians, two roadway and one harmonization detail)
- Roadway Soil Survey Sheet(s)
- Cross Sections with Driveway Half Sections
- Temporary Traffic Control Plan Sheets – No Critical Cross Sections are anticipated
- Temporary Traffic Control Details – Up to three details for pedestrian detours
- Utility Adjustment Sheets to
- Project Control Sheets
- Utility Verification Sheet(s) (SUE Data)

5.1 Quality Assurance/Quality Control

5.2 Supervision

6 A - 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:

6.1 Existing Permit Analysis

Data gathering including desktop analysis of local, state, and federal Drainage permits.

6.2 Utility Conflict Matrix (for drainage structures)

Populating and coordination of the utility conflict matrix for all drainage structures.

6.3 Design of Stormwater Management Facility:

Roadside Green Infrastructure Linear Ponds: Design stormwater management facilities to meet requirements for stormwater quality treatment, attenuation and aesthetics. Develop proposed green infrastructure layout (contributing drainage basin, shape, contours, slopes, volumes, tie-ins, aesthetics, etc.), perform routing, pollutant/nutrient loading calculations, recovery calculations and design the outlet control structure.

6.4 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.

6.5 Optional Culvert Material

6.6 Drainage Design Documentation Report

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

6.7 Drainage Quantities for EQ Report

The FIRM shall determine drainage pay items and quantities and the supporting documentation.

6.8 Cost Estimate

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

6.9 Technical or Modified Special Provisions

The FIRM anticipates the development of ten (10) Technical Special Provisions to support Drainage elements.

6.10 Quality Assurance/Quality Control

6.11 Supervision

6.12 Drainage Meetings

Meetings with CITY staff, and regulatory agencies. The FIRM shall complete up to five (5) drainage design meetings.

6.13 Field Reviews

The FIRM shall complete up to two (2) drainage field reviews.

6.14 Coordination

6 B - 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.

- Drainage Map (Including Interchanges)
- Drainage Structures

6.1 Quality Assurance/Quality Control

6.2 Supervision

7 UTILITIES

The FIRM is responsible to certify that all necessary arrangements for utility work on this project have been made and will not conflict with the physical construction schedule. The FIRM should coordinate with the CITY Project Manager to coordinate transmittals to Utility Companies and meet production schedules. The FIRM shall ensure CITY standards, policies, procedures, practices, and design criteria are followed concerning utility coordination.

The FIRM shall meet with the Subsurface Utility Engineering (SUE) provider's team as soon as possible after the Notice-To-Proceed is issued to discuss the strategy for gathering SUE in a timely, efficient and calculated manner. The FIRM shall begin using the Quality Level B information in the design as soon as it is available, in order to avoid conflicts with utility facilities to the extent practicable. The SUE provider shall be invited to the utility design meetings, including the preliminary utility meeting. The FIRM shall identify utility facilities and secure agreements, utility work schedules, and plans from the UAOs 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 UAOs, the FIRM shall meet with the CITY Project Manager 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 obtain an 811 Design Ticket to identify Utility Owner Agencies (UAOs) within the project limits and shall develop a utility conflict matrix for each phase submittal to the potentially affected Utility Agency Owners.

7.3 Make Utility Contacts

First Contact: The FIRM shall send letters and an electronic set of plans 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. If scheduling a meeting, give four weeks advance notice. The Design Survey with an Aerial Image overlay shall be used to develop the First Contact plans.

Second Contact: At a minimum of four weeks prior to the Utility Design meeting, the FIRM shall transmit an electronic set of the 60% Plans, and the Utility Conflict Matrix (when applicable) to each UAO having facilities located within the project limits.

Final Contact (Phase IV): Transmit an electronic set of Final Plans to each of the involved UAO(s).

7.4 Exception Processing

The FIRM shall complete Exception Processing for up to five (5) UAOs, as follows:

- The FIRM shall be responsible for transmitting/coordinating the appropriate design reports including, but not limited to, the Resurfacing, Restoration and Rehabilitation (RRR) report, Preliminary Engineering Report, Project Scope and/or the Concept Report (if applicable) to each UAO to identify any condition that may require a Design Alternative.

- The FIRM shall identify and communicate to the UAO any facilities in conflict with their location or project schedule.
- The FIRM shall assist with the processing of design alternative involving Utilities with the UAO and the CITY. Assist with processing per the FDOT Utility Accommodation Manual (UAM).

7.5 Preliminary Utility Meeting

The FIRM shall schedule (time and place), notify participants, and conduct a preliminary utility meeting with all UAO(s) having facilities located within the project limits for the purpose of presenting the project, review the current design schedule, evaluate the utility information collected, provide follow-up information on compensable property rights from the FDOT Legal Office, discuss the utility work by highway contractor option with each utility, and discuss any future design issues that may impact utilities. This 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 conduct up to five (5) individual UAO meetings and up to two (2) field reviews to assist with the utility coordination tasks. These meetings and field reviews may occur 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) marked/RGB 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 compliance with the information requested. Ensure the information from the UAO (utility type, material and size) is sent to the designer for inclusion in the plans. Forward all requests for utility reimbursement and supporting documentation to the CITY's Project Manager.

7.8 Utility Design Meeting

The FIRM shall schedule (time and place), notify participants, and conduct a Utility meeting with all affected UAO(s). The FIRM shall be prepared to discuss impacts to existing trees/vegetation and proposed landscape, drainage, traffic signalization, temporary traffic control plans (TTCP) (construction phasing), review the current design schedule and letting date, evaluate the utility information collected, discuss any future design issues that may impact utilities, etc., to the extent that they may have an effect on existing or proposed utility facilities with particular emphasis on drainage and TTCP with each UAO. The intent of this meeting shall be to assist the UAOs in identifying and resolving conflicts between utilities and proposed construction before completion of the plans, including utility adjustment details. Also to work with the UAOs to recommend potential resolution between known utility conflicts with proposed construction plans as may be deemed practical by the UAO. The FIRM shall be prepared to discuss all findings from Utility Designating and Locating efforts, and the possible need for additional verification. The FIRM shall keep accurate minutes of all meetings and distribute a copy to all attendees within 3 days.

7.9 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 respective FIRM's Engineers of Record. Send color markups and schedules to the appropriate CITY office(s) for review. The FIRM shall distribute executed Final Documents.

7.10 Utility Coordination/Follow-up

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

7.11 Utility Constructability Review

The FIRM shall review utility schedules against construction contract time, and phasing for compatibility. Coordinate with and obtain written concurrence from the CITY.

7.12 Additional Utility Services

The FIRM shall evaluate locations of potential utility conflicts and coordinate with the CITY the location of Subsurface Utility Engineering (SUE) investigations, such as using Ground Penetrating Radar scans and/or open test holes for surveying utility horizontal and vertical locations.

7.13 Contract Plans to UAO(s)

The FIRM shall provide the Contract Plans to all involved UAOs.

7.14 Certification/Close-Out

This includes coordination 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.

7.15 Other Utilities

The FIRM shall review utility permits for any conflicts with existing design features during the design phase. The FIRM shall review up to twelve (12) utility permits within the corridor limits.

8 ENVIRONMENTAL PERMITS AND ENVIRONMENTAL CLEARANCES

The FIRM shall notify the CITY Project Manager, Environmental Permit Coordinator, and other appropriate CITY personnel in advance of all scheduled meetings with the regulatory agencies to allow a CITY representative to attend. The FIRM shall copy in the Project Manager and the Environmental Permit Coordinator on all permit related correspondence and meetings. The FIRM shall use current regulatory guidelines and policies for all permits required as identified in Section 2.5.

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 should not be limited to a review of the project's PD&E documents including the Environmental Document, Natural Resources Evaluation Report, 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: District Right of Way files and databases; 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 will be shown on the plans as appropriate.

8.2 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 and authorizations required to construct the project as identified in the Project Description and as described in 8.4.1, 8.4.2, and 8.15 (Other Environmental Permits). The FIRM shall prepare each 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 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, unless directed otherwise by the CITY.

8.2.1 Complete and Submit all Required SWFWMD Permit Applications:

The project is anticipated to be exempt from SWFWMD permitting. The FIRM will prepare and submit a SWFWMD permit exemption letter. If a SWFWMD permit application is required, the FIRM will provide this effort under a supplemental agreement.

8.3 Other Environmental Permits:

The FIRM shall prepare the City of Tampa Construction Services Department Permit

8.4 Technical Meetings

The FIRM shall complete up to two (2) technical meetings to support Environmental Permitting tasks.

8.5 Quality Assurance/Quality Control

8.6 Supervision

8.7 Coordination

9 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.

9.1 Traffic Data Analysis

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

9.2 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.

9.3 S&PM Quantities for EQ Report

The FIRM shall determine signing and pavement marking pay items and quantities and the supporting documentation.

9.4 Cost Estimate

9.5 Other Signing and Pavement Marking Analysis

The FIRM shall conduct an inventory of existing signs and identify signs that are in disrepair for replacement, and signs that are obsolete for removal.

9.6 Field Reviews

The FIRM shall conduct up to two (2) field reviews to support Signing and Pavement Markings Analysis tasks.

9.7 Technical Meetings

The FIRM shall conduct up to two (2) technical meetings and up to three (3) phase review meetings to support Signing and Pavement Markings Analysis tasks.

9.8 Quality Assurance/Quality Control

9.9 Supervision

9.10 Coordination

10 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:

10.1 Key Sheet and Signature Sheet

10.2 General Notes/Pay Item Notes

10.3 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.

10.4 Quality Assurance/Quality Control

10.5 Supervision

11 LIGHTING ANALYSIS

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

11.1 Lighting Design Analysis Report (LDAR)

The FIRM shall prepare a Preliminary Lighting Design Analysis Report in accordance with the requirements of the FDOT Design Manual. The report shall be submitted under a separate cover with the 60% plans submittal. After approval of the preliminary report, the FIRM shall submit a revised report for each subsequent submittal. The Photometric Analysis and Lighting Design Analysis Report shall include a corridor-wide analysis, include eight (8) signalized intersections, and two (2) mid-block crossings.

11.2 Design Documentation

The FIRM shall submit a design documentation with each plans submittal under a separate cover and not part of the roadway documentation book. At a minimum, the design documentation shall include:

- Phase submittal checklist.
- Structural calculations for special conventional pole concrete foundations.
- Correspondence with the power company concerning new lighting and electrical service.

11.3 Lighting Quantities

The FIRM shall determine lighting pay items and quantities and the supporting documentation.

11.4 Cost Estimate

11.5 Field Reviews

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

- Existing Lighting Equipment
- Load Center, Capabilities and Condition/Age
- Condition of Lighting Structure(s)
- Verification of horizontal clearances
- Verification of breakaway requirements

11.6 Technical Meetings

The FIRM shall conduct up to two (2) technical meetings to support Lighting Analysis tasks. One of these meetings is anticipated to occur with TECO, and the second meeting with the CITY.

11.7 Quality Assurance/Quality Control

11.8 Independent Peer Review

11.9 Supervision

11.10 Coordination

12 LANDSCAPE ANALYSIS

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

12.1 Data Collection

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

12.2 Master Design File Setup (Base Files)

Includes all work required to setup the master design file.

12.3 Site Inventory and Analysis

Includes identification of opportunities and constraints for the proposed landscape project based on existing site conditions. Identify available planting areas for nursery landscape material. Summary of analysis, if required, is included in conceptual design.

12.4 Landscape Opportunity Plan

Task includes developing a Landscape Opportunity Plan.

12.5 Conceptual Planting Design

Includes delineation of all proposed planting types, scheme development and preliminary costs and reports. The design shall be submitted with the Phase I plans.

12.6 Final Planting Design

Includes identifying the species/type, size, location, spacing, and quality of all plants. Removal and/or installation of trees requires a tree table in the plans for CITY Forester review and approval.

12.7 Conceptual Hardscape Design

Includes all work in master design files. Hardscape Design includes, but is not limited to, sidewalks, plazas, steps, fountains, walls, pedestrian bridges, non-regulatory signs or project graphics, roadway aesthetics, site furnishings.

12.8 Final Hardscape Design

Includes all work in master design files. Hardscape Design includes, but is not limited to, sidewalks, plazas, steps, fountains, walls, pedestrian bridges, non-regulatory signs or project graphics, roadway aesthetics, site furnishings.

12.9 Landscape Quantities

The FIRM shall determine landscape pay items and quantities and the supporting documentation.

12.10 Cost Estimates

12.11 Technical or Modified Special Provisions

The FIRM shall complete up to ten (10) Technical Special Provisions to support the development of Landscape Elements.

12.12 Quality Assurance/Quality Control

12.13 Supervision

12.14 Landscape Meetings

12.15 Field Reviews

12.16 Coordination

13 LANDSCAPE PLANS

The FIRM shall prepare a set of Landscape Plans which includes the following.

13.1 General Notes/Pay Item Notes

13.2 Planting Plans for Linear Areas

13.3 Planting Plans for Non-Linear Areas (Stormwater Facilities, Rest Areas, Interchanges and Toll Plazas)

13.4 Planting Details

13.5 Hardscape Plans and Details

13.6 Quality Assurance/Quality Control

13.7 Supervision

14 GEOTECHNICAL

The FIRM shall, for each project, 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 Work Order is authorized, the FIRM shall submit an investigation plan for approval and meet with the CITY. 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.

Roadway:

14.1 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.

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

Obtain pavement cores as directed in writing by the CITY.

If required by the CITY, a preliminary roadway exploration shall be performed before the Concept 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.

14.2 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.

14.3 Stake Borings/Utility Clearance

Stake borings and obtain utility clearance.

14.4 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 CITY's Standards.

14.5 Coordination of Field Work

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

14.6 Soil and Rock Classification - Roadway

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

14.7 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.

14.8 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.

14.9 Parameters for Water Retention Areas

Calculate parameters for water retention areas, exfiltration trenches, and/or swales.

14.10 Pavement Condition Survey and Pavement Evaluation Report

If a pavement evaluation is performed, submit the report in accordance with Section 3.2 of the FDOT Materials Manual: Flexible Pavement Coring and Evaluation. Complete all core information into the Pavement Condition Survey and Pavement Evaluation Report.

14.11 Preliminary Roadway Report

If a preliminary roadway investigation is performed, submit a preliminary roadway report before the Concept 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.
- 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.

14.12 Auger Boring Drafting

Draft auger borings as directed by the CITY.

14.13 Technical Meetings

The FIRM shall conduct two (2) technical meetings to support the development of this Task.

14.14 Quality Assurance/Quality Control

14.15 Supervision

14.16 Coordination

15 POST DESIGN SERVICES

The FIRM shall provide Post-Design Services to assist the CITY during the bidding and construction phases of the project. The FIRM will complete the Post-Design Services up to the established budget outlined in Exhibit B. These services shall include, but are not limited to, the following:

- Attending bidder conferences and pre-construction meetings.
- Responding to Requests for Information (RFI) related to the design documents.
- Reviewing Change Orders to ensure consistency with the design intent and project scope.
- Reviewing and approving Shop Drawings submitted by the Contractor for compliance with design requirements.
- Conducting periodic Field Site Visits to observe construction progress and verify conformance with the design plans.

END OF SCOPE OF SERVICES

EXHIBIT B
Twiggs Street Complete Streets and Safety Project
Contract 24-D-00003
Fee Schedule

COMPENSATION

For performing the services identified an upset limit amount of $ 1,093,167 has been established for the fee for the work described herein as summarized below. Invoices will be submitted monthly.

The Owner's Contingency is available for the City's exclusive use and is available for scope changes instructed by the City.

Task ID	Description	Fee
3	Project Common and General Tasks	$162,237
4	Roadway Analysis	$244,422
5	Roadway Plans	$108,132
6a	Drainage Analysis	$119,877
6b	Drainage Plans	$19,185
7	Utilities	$65,940
8	Env. Permits and Env. Clearances	$18,264
9	Signing & Pavement Marking Analysis	$66,063
10	Signing & Pavement Marking Plans	$11,091
11	Lighting Analysis	$62,455
12	Landscape Analysis	$93,344
13	Landscape Plans	$17,717
14	Geotechnical	$22,760
15	Post Design Services	$19,680
	Contingency	$62,000
	Total Consulting Fee	$1,093,167

EXHIBIT C

CITY OF TAMPA INSURANCE REQUIREMENTS

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

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

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

MINIMUM SCOPE AND LIMIT OF INSURANCE [1]

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

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

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

D. Excess (Umbrella) Liability Insurance for Agreements valued at $2M or more, Firm will provide an increasing amount of liability coverage as the amount of work increases. A $50M excess liability tower will be provided for the first three years. Limits will be reviewed at the renewal for appropriateness, with an eventual maximum limit of $100M in excess coverage. May also compensate for a deficiency in CGL, AL, or WC. **(ALWAYS APPLICABLE)**

E. Builder's Risk Insurance for property loss exposure associated with construction/renovation/additions to buildings or structures, including materials or fixtures to be incorporated. Must be "All Risk" form with limits of no less than the project's value under construction and not accepted by the City, have no coinsurance penalties, eliminate the "occupancy clause", cover Finn (together with its contractors, subcontractors of every tier, and suppliers), and name City as a Loss Payee. Firm to provide an increasing limit of coverage to coincide with the issuance of GMP's. Wind/named storm and flood sub-limits not to exceed $50M. **(IF APPLICABLE)**

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

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

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

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

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

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

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

ADDITIONAL REQUIREMENTS

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

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

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

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

☐ Other: _____

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

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

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

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

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

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

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

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

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

WAIVER/RELEASE AGREEMENT – Where Firm has a defined group of persons who might be exposed to harm (e.g. participants in an athletic

event/program, volunteers) any waiver or release agreement used by Firm whereby such persons (and their parent/guardian as applicable) discharge Firm from claims and liabilities, shall include the City, its elected officials, departments, officers, officials, employees, and volunteers to the same extent as Firm.

City of Tampa

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

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

Contract No.: 24-D-00003 Contract Name: TWIGGS STREET COMPLETE STREETS AND SAFETY PROJECT

Company Name: ALFKA, LLC Address: 400 N. TAMPA ST. STE 1440. TAMPA, FL 33602

Federal ID: 46-2417464 Phone: 813.544.2866 Fax: N/A Email: INFO@ALFKA.COM

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

[ ] No Firms were contacted or solicited for this contract.

[ ] No Firms were contacted because: _____

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

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

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

S = SLBE W=WMBE O = Neither Federal ID	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
W 26-3947444	AREHNA ENGINEERING, INC. 5012 W. LEMON STREET. TAMPA, FL 33609 813.944.3464, 813.944.4959, JMCRORY@AREHNA.COM	CF	925	E	Y
S 20-3212557	APPLIED SCIENCES CONSULTING, INC. 100 NORTH ASHLEY DRIVE. SUITE 500. TAMPA, FL 33602 813.228.0900, 813.434.2454, EARAJ@APPLIEDFL.COM	CM	925	E	Y
O 43-1623092	HNTB CORPORATION 201 N. FRANKLIN ST. STE. 1200. TAMPA, FL 33602 813.402.4150, 813.402.4245, LEBECKER@HNTB.COM	N/A	925	E	Y

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

Signed: _____ Name/Title: LUIS ALFREDO CELY - MANAGER Date: 10/18/2024

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.: 24-D-00003 Contract Name: TWIGGS STREET COMPLETE STREETS AND SAFETY PROJECT

Company Name: ALFKA, LLC Address: 400 N. TAMPA ST. STE 1440. TAMPA, FL 33602

Federal ID: 46-2417464 Phone: 813.544.2866 Fax: N/A Email: INFO@ALFKA.COM

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

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

S = SLBE W=WMBE O = Neither Federal ID	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
W 26-3947444	AREHNA ENGINEERING, INC. 5012 W. LEMON STREET. TAMPA, FL 33609 813.944.3464, 813.944.4959, JMCRORY@AREHNA.COM	CF	925	$22,760	2%
S 20-3212557	APPLIED SCIENCES CONSULTING, INC. 100 NORTH ASHLEY DRIVE. SUITE 500. TAMPA, FL 33602 813.228.0900, 813.434.2454, EARAJ@APPLIEDFL.COM	CM	925	$268,387	25%
O 43-1623092	HNTB CORPORATION 201 N. FRANKLIN ST. STE. 1200. TAMPA, FL 33602 813.402.4150, 813.402,4245, LEBECKER@HNTB.COM	N/A	925	$62,455	6%

Total ALL Subcontract / Supplier Utilization $ $353,602 Total Contract Fee $ 1,093,167

Total SLBE Utilization $ $1,007,952 Prime is a SLBE with a fee of $739,565 (68%)

Total WMBE Utilization $ $762,325 Prime is a WMBE with a fee of $739,565 (68%)

Percent SLBE Utilization of Total Bid/Proposal Amt. 92 **%** **Percent WMBE Utilization of Total Bid/Proposal Amt.** 70 **%**

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

Signed: _____ Name/Title: LUIS ALFREDO CELY - MANAGER Date: 10/18/2024

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