

Agmt
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RESOLUTION NO: 2014- 435

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL ARCHITECTURAL/ENGINEERING CONSULTING SERVICES IN THE AMOUNT OF \$452,053.25 BETWEEN THE CITY OF TAMPA AND SAM SCHWARTZ ENGINEERING, D.P.C., PA., IN CONNECTION WITH CONTRACT NO. 13-D-00027; WALK-BIKE PROJECTS; AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE.

WHEREAS, via the competitive selection process in accordance with Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act and consistent with Federal procurement policies, the City of Tampa (CITY) selected Sam Schwartz Engineering, D.P.C., PA (CONSULTANT) to provide Professional Architectural/Engineering (A/E) consulting services in connection with Contract 13-D-00027; Walk-Bike Projects, (PROJECT) as detailed in the Agreement for Professional A/E consulting services (AGREEMENT); and

WHEREAS, the CITY desires to enter into an agreement with the CONSULTANT to provide certain Professional A/E consulting services; and

WHEREAS, it is in the best interest of the City of Tampa to enter into this AGREEMENT.

NOW, THEREFORE,

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

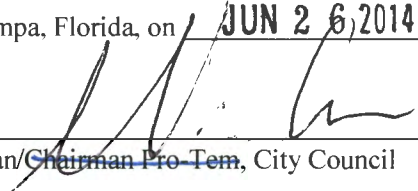
Section 1. That the Agreement for Professional A/E consulting services between the City of Tampa and Sam Schwartz Engineering, D.P.C., PA in connection with Contract 13-D-00027; Walk-Bike Projects as detailed in said AGREEMENT, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in substantially similar form.

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

Section 3. Award of a contract for Professional Engineering services in the amount of \$452,053.25 for the Four Walk-Bike Projects – Design within the Transportation Grants Capital Projects Fund and the Local Option Gas Tax Capital Projects Fund.

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

PASSED AND ADOPTED by the City Council of the City of Tampa, Florida, on JUN 26, 2014


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

ATTEST:


City Clerk/~~Deputy City Clerk~~

Approved as to Legal Sufficiency by
Justin R. Vaske, Assistant City Attorney

4/2014-28

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into at Tampa, Florida, this ____ day of _____, 20__, by and between the CITY OF TAMPA, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", the address of which is 315 East Kennedy Boulevard, Tampa, Florida 33602, and Sam Schwartz Engineering, D.P.C., PA, a corporation chartered and existing under the laws of the State of New York, hereinafter referred to as "CONSULTANT", the address of which is 2709 N. Rocky Point Drive, Suite 104, Tampa, Florida 33607,

WITNESSETH:

WHEREAS, the CITY desires to engage the CONSULTANT to perform certain professional Architectural/Engineering (A/E) consulting services pertinent to such work which shall be referred to as Contract 13-D-00027; Walk-Bike Projects, "PROJECT", in accordance with this Agreement; and

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

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

I. GENERAL SCOPE OF THIS AGREEMENT

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

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

II. DATA AND SERVICES TO BE PROVIDED BY THE CITY

The CITY shall provide:

A. Available plans and specifications of existing construction.

III. PERIOD OF SERVICE

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

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

IV. GENERAL CONSIDERATIONS

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

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

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

V. COMPENSATION

The CITY shall compensate the CONSULTANT for the services performed with this Agreement a lump sum (by task) of \$452,053.25 to be billed in accordance with **Exhibit B**.

VI. PAYMENT

Payments shall be made upon approval of the CONSULTANT's invoices.

VII. RECORDS

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

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

VIII. PERSONNEL

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

IX. SUSPENSION, CANCELLATION OR ABANDONMENT

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

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

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

X. TERMINATION

A. Termination for Cause.

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

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

B. Termination for Convenience.

The CITY may reduce the scope of work or terminate work under this Agreement or amendment to this Agreement without cause; in the event of such scope reduction or termination other than for cause, the CITY shall compensate the CONSULTANT for services properly performed through the date of such reduction in scope or

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

XI. INSURANCE

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

XII. INTERESTS OF MEMBERS OF THE CITY

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

XIII. INTEREST OF THE CONSULTANT

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

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

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

XIV. COMPLIANCE WITH LAWS

A. The CONSULTANT shall comply with the applicable requirements of State laws and all Codes and Ordinances of the City of Tampa as amended from time to time.

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

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

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

XV. ASSIGNABILITY

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

XVI. EQUAL EMPLOYMENT

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

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

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

XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM

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

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

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

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

XVIII. CITY CODE OF ETHICS

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

XIX. NEGATION OF AGENT OR EMPLOYEE STATUS

CONSULTANT shall perform this Agreement as an independent consultant and nothing contained herein shall in any way be construed to constitute CONSULTANT or the assistants of CONSULTANT to be representative, agent, subagent, or employee of CITY or any political subdivision of the State of Florida. CONSULTANT certifies CONSULTANT's understanding that CITY is not required to withhold any federal income tax, social security tax, state

and local tax, to secure worker's compensation insurance or employer's liability insurance of any kind or to take any other action with respect to the insurance or taxes of CONSULTANT and assistants of CONSULTANT.

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

XX. SEVERABILITY

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

XXI. CHOICE OF LAW

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

XXII. DESIGNATION OF FORUM

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

XXIII. AUTHORIZATION

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

persons who have executed the Agreement on behalf of each party are authorized and empowered to execute said Agreement.

XIV. ENTIRE AGREEMENT

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

XXV. INDEMNIFICATION

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

XXVI. ESTOPPEL/WAIVER

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

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

XVII. AUDIT REQUIREMENTS.

In the event, that during the period of this Agreement, CONSULTANT expends more than \$500,000.00 in federal funds in an operating year from this and other federal grants, CONSULTANT 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 CONSULTANT'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 Circular No. A-133, as amended and 24 CFR Parts 84 and 85, 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, CONSULTANT 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 CONSULTANT of such non-compliance. Said reimbursement shall not preclude the CITY from taking any other action as provided herein.

If expenditure does not exceed \$500,000.00 during an operating year, CONSULTANT 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.

XXVIII. DEFAULT

In accordance with 24 CFR 85.43, a default shall consist of any use of Grant Funds for a purpose other than as authorized by this Agreement, noncompliance with any provision in all Articles herein, any material breach of the Agreement, failure to comply with the audit requirements as provided herein, or failure to expend Grant Funds in a timely or proper manner.

XXIV. BUDGET APPROPRIATIONS

The CITY is subject to Section 166.241, Florida Statutes, and is not authorized to contract for expenditures in any fiscal year except in pursuance of budgeted appropriations. With respect to this Agreement, the CITY has budgeted and appropriated sufficient monies to fund the CITY’s obligations under this Agreement; however, all funding under this Agreement for subsequent years is subject to the availability of funds. The obligations of the CITY hereunder shall not constitute a general indebtedness of the CITY within the meaning of the Florida Constitution.

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

ATTEST:

Sam Schwartz Engineering D.P.C., PA

By: _____
(SEAL)
Gregory S. Trim, Senior Civil Engineer

By: _____
Jeffrey D. Trim, PE, Executive Vice President

ATTEST:

CITY OF TAMPA

City Clerk/Deputy City Clerk (SEAL)

By: _____
Bob Buckhorn, Mayor

APPROVED AS TO LEGAL SUFFICIENCY

Justin R. Vaske, Assistant City Attorney

The execution of this document was authorized by
Resolution No. 20__ - ____

EXHIBIT A-A

SCOPE OF SERVICES

FOR

RFQ – 13 – D – 00027; FOUR WALK – BIKE PROJECTS – DESIGN

FINANCIAL PROJECT ID(S). 432714

Cypress Street Corridor from U-Path to West Shore Boulevard

City of Tampa

1	PURPOSE	3
2	PROJECT DESCRIPTION.....	3
3	PROJECT COMMON AND PROJECT GENERAL TASKS.....	9
4	ROADWAY ANALYSIS	13
5	ROADWAY PLANS	14
6	DRAINAGE ANALYSIS	14
7	UTILITIES	15
8	ENVIRONMENTAL PERMITS, COMPLIANCE AND CLEARANCES	17
9	STRUCTURES – SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS.....	18
18	STRUCTURES – MISCELLANEOUS	18
19	SIGNING AND PAVEMENT MARKING ANALYSIS.....	18
20	SIGNING AND PAVEMENT MARKING PLANS.....	19
27	SURVEY	19
36	PROJECT REQUIREMENTS	21
37	COMPENSATION.....	22

SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES

Financial Project ID: **432714**

Description: *Cypress Street Corridor from U-Path to West Shore Boulevard*

1 PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and the CITY in connection with the design and preparation of a complete set of construction contract documents and incidental engineering services, as necessary, for improvements to the transportation facility described herein.

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 CONSULTANT shall be fully responsible for all work performed and work products developed under this Scope of Services. The CITY may provide job-specific information and/or functions as outlined in this contract, if favorable.

2 PROJECT DESCRIPTION

The CONSULTANT shall investigate the status of the project and become familiar with concepts and commitments (typical sections, alignments, etc.) developed from the City of Tampa Walk-Bike Plan Phase I-Final Report. The CONSULTANT shall use the approved concepts as a basis for the design unless otherwise directed by the CITY.

Cypress Street Shared Use Path and Shared Lane Corridor

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

Public Involvement: *One Public Meeting to review plans near the 60% completion stage.*

Specification Package Preparation: *Preparation of Specifications for construction documents.*

Plan Type: *Roadway Plans*

Typical Section: *Three typical sections for Cypress West, Cypress East and Lemon Street. (1) Cypress West - Construction of a shared use path by widening the existing sidewalk or constructing a new 10 foot shared use path where the existing sidewalk is from W. LaSalle Street to Reo Street. (2) Cypress East - Construction of a shared use path by widening the existing sidewalk or constructing a new 10 foot shared use path where the existing sidewalk is from Reo Street to Frontage Road East. (3) Lemon Street - Construction of a shared use path by widening the*

existing sidewalk or constructing a new 10 foot shared use path where the existing sidewalk is from Occident Street to West Shore Boulevard or convert one way roadway (16 feet wide) to one way roadway with shared lane markings (12 feet wide) and a contra flow bike lane (4 feet wide).

Transit Route Features: *Coordinate with HART*

Major Intersections/Interchanges: *Intersection detail sheet for Cypress Street at Reo Street*

Roadway Alternative Analysis: *Comparison of sidewalk widening to a 10 foot shared use path or construction of a new 10 foot shared use path for the three typical sections.*

2.2 Drainage (Activity 6)

System Type: *Evaluation of existing storm sewer inlets and pipes for accepting additional impervious due to widening the existing sidewalk to a shared use path.*

2.3 Utilities Coordination (Activity 7)

The CONSULTANT 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 CONSULTANT should coordinate with CITY personnel to coordinate transmittals to Utility Companies and meet production schedules.

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

City water, City sewers, City reclaimed water, Power, Gas, Telephone, Cable TV

2.4 Environmental Permits, Compliances, and Clearances (Activity 8)

Expected permit is an exemption from the Southwest Florida Water Management District.

2.5 Structures (Activities 9 – 18)

Miscellaneous: *Gravity wall for sidewalk extension*

2.6 Signing and Pavement Markings (Activities 19 & 20)

Adding way finding signage and shared lane arrows on Frontage Road East from Cypress Street to Lemon Street and on Lemon Street from Frontage Road East to Occident Street. Signing and marking also along the limits of the 10 foot shared use path.

2.10 Survey (Activity 27)

Design Survey: *Survey from U-Path to West Shore Boulevard(excluding shared*

lane areas)

Right of Way Survey: *Right-of-way to be surveyed in field and shown on plans on the side the path is located.*

2.18 Project Schedule

Within ten (10) days after the Notice-To-Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall provide a detailed project activity/event schedule for CITY and CONSULTANT scheduled activities required to meet the current CITY Production Date. The schedule shall be accompanied by an anticipated payout and fiscal progress curve. For the purpose of scheduling, the CONSULTANT shall allow for a *three* week review time for each phase submittal and any other submittals as appropriate.

The schedule shall indicate all required submittals.

The schedule for completion for these services is estimated to be ten (10) months from Notice to Proceed.

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

The approved schedule and schedule status report, along with progress and payout curves, shall be submitted with the monthly progress report.

2.19 Submittals

The CONSULTANT shall furnish construction contract documents as required by the CITY to adequately control, coordinate, and approve the work concepts. The CONSULTANT shall provide PDF digital files of the plans and documents at the completion of each phase as listed below. The CITY will determine the specific number of hard copies required prior to each submittal. Hard copy sets shall be in 11"x17" format at 1"=40' scale.

Concept Plan
60% Submittal
100% Submittal
Final Submittal

At the Final Phase submittal, the CONSULTANT shall provide electronic CADD files in the most current version of AutoCad being used by the City.

2.20 Provisions for Work

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

- General
 - Title 29, Part 1910, Standard 1910.1001, Code of Federal Regulations (29 C.F.R. 1910.1001) – Asbestos Standard for Industry, U.S. Occupational Safety and Health Administration (OSHA)
 - 29 C.F.R. 1926.1101 – Asbestos Standard for Construction, OSHA
 - 40 C.F.R. 61, Subpart M - National Emission Standard for Hazardous Air Pollutants (NESHAP), Environmental Protection Agency (EPA)
 - 40 C.F.R. 763, Subpart E – Asbestos-Containing Materials in Schools, EPA
 - 40 C.F.R. 763, Subpart G – Asbestos Worker Protection, EPA
 - ADA Standards for Accessible Design
 - AASHTO – A Policy for Geometric Design of Highways and Streets
 - AASHTO – Highway Safety Manual
 - Rule Chapter 5J-17, F.A.C., Minimum Technical Standards for Professional Surveyors and Mappers
 - Chapter 469, Florida Statutes (F.S.) – Asbestos Abatement
 - Rule Chapter 62-257, F.A.C., Asbestos Program
 - Rule Chapter 62-302, F.A.C., Surface Water Quality Standards
 - Code of Federal Regulations (C.F.R.)
 - Florida Administrative Codes (F.A.C.)
 - Chapters 20, 120, 215, 455, Florida Statutes (F.S.) – Florida Department of Business & Professional Regulations Rules
 - Florida Department of Environmental Protection Rules
 - FDOT Basis of Estimates Manual
 - FDOT CADD Manual
 - FDOT CADD Production Criteria Handbook
 - FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System
 - FDOT Flexible Pavement Design Manual
 - FDOT Handbook for Preparation of Specifications Package
 - FDOT Instructions for Design Standards
 - FDOT Instructions for Structures Related Design Standards
 - FDOT Local Agency Program (LAP) Manual
 - FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (“Florida Greenbook”)
 - FDOT Materials Manual
 - FDOT Pavement Type Selection Manual
 - FDOT Plans Preparation Manual
 - FDOT Procedures and Policies
 - FDOT Project Development and Environmental Manual
 - FDOT Project Traffic Forecasting Handbook
 - FDOT Public Involvement Handbook
 - FDOT Rigid Pavement Design Manual
 - FDOT Standard Specifications for Road and Bridge Construction
 - FDOT Utility Accommodation Manual
 - FHWA - Manual on Uniform Traffic Control Devices (MUTCD)
 - FHWA - NCHRP Report 672, Roundabouts: An Informational Guide

- FHWA Roadway Construction Noise Model (RCNM) and Guideline Handbook
- Florida Fish and Wildlife Conservation Commission - Standard Manatee Construction Conditions 2005
- Florida Statutes (F.S.)
- Florida's Level of Service Standards and Guidelines Manual for Planning
- Model Guide Specifications – Asbestos Abatement and Management in Buildings, National Institute for Building Sciences (NIBS)
- Quality Assurance Guidelines
- Safety Standards
- Any special instructions from the CITY
- Roadway
 - FDOT – Florida Intersection Design Guide
 - FDOT - Project Traffic Forecasting Handbook
 - FDOT - Quality/Level of Service Handbook
 - Florida's Level of Service Standards and Highway Capacity Analysis for the SHS
 - Transportation Research Board (TRB) - Highway Capacity Manual
- Permits
 - Chapter 373, F.S. – Water Resources
 - US Fish and Wildlife Service Endangered Species Programs
 - Florida Fish and Wildlife Conservation Commission Protected Wildlife Permits
 - Bridge Permit Application Guide, COMDTPUB P16591.3C
 - Building Permit
- Drainage
 - FDOT Bridge Hydraulics Handbook
 - FDOT Culvert Handbook
 - FDOT Drainage Manual
 - FDOT Erosion and Sediment Control Manual
 - FDOT Exfiltration Handbook
 - FDOT Hydrology Handbook
 - FDOT Open Channel Handbook
 - FDOT Optional Pipe Materials Handbook
 - FDOT Storm Drain Handbook
 - FDOT Stormwater Management Facility Handbook
 - FDOT Temporary Drainage Handbook
- Survey and Mapping
 - All applicable Florida Statutes and Administrative Codes
 - Applicable Rules, Guidelines Codes and authorities of other Municipal, County, State and Federal Agencies.
 - FDOT Aerial Surveying Standards for Transportation Projects Topic 550-020-002
 - FDOT Right of Way Mapping Handbook
 - FDOT Surveying Procedure Topic 550-030-101

- Florida Department of Transportation Right of Way Procedures Manual
- Florida Department of Transportation Surveying Handbook
- Right of Way Mapping Procedure 550-030-015
- Traffic Engineering and Operations and ITS
 - AASHTO - An Information Guide for Highway Lighting
 - AASHTO - Guide for Development of Bicycle Facilities
 - FHWA Standard Highway Signs Manual
 - FDOT - Florida Roundabout Guide
 - FDOT Manual on Uniform Traffic Studies (MUTS)
 - FDOT Median Handbook
 - FDOT Traffic Engineering Manual
 - Minimum Specifications for Traffic Control Signal Devices
 - National Electric Safety Code
 - National Electrical Code
- Structures
 - AASHTO Load and Resistance Factor Design (LRFD) Bridge Design Specifications and Interims
 - AASHTO LRFD Movable Highway Bridge Design Specifications and Interims
 - AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, and Interims.
 - AASHTO/-AWS-D1. 5M/D1.5: An American National Standard Bridge Welding Code
 - AASHTO Guide Specifications for Structural Design of Sound Barriers
 - AASHTO Manual for Condition Evaluation and Load and Resistance Factor Rating (LRFR) of Highway Bridges
 - FDOT Structures Manual
 - FDOT Structures Design Office Temporary Design Bulletins (available on FDOT Structures web site only)
 - FDOT Preferred Details (available on FDOT Structures web site only)
- Geotechnical
 - FHWA Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Specifications
 - Manual of Florida Sampling and Testing Methods
 - Soils and Foundation Handbook
- Landscape Architecture
 - Florida Department of Agriculture and Consumer Services Grades and Standards for Nursery Plants

2.21 Services to be Performed by the CITY when appropriate and /or available, the CITY will provide project data including:

- Numbers for field books.
- Preliminary Horizontal Network Control.
- Access for the CONSULTANT to utilize the CITY's Information Technology

Resources.

- All CITY agreements with Utility Agency Owner (UAO).
- All certifications necessary for project letting.
- All information that may come to the CITY pertaining to future improvements.
- All future information that may come to the CITY during the term of the CONSULTANT's Agreement, which in the opinion of the CITY is necessary for the prosecution of the work.
- Available traffic and planning data.
- All approved utility relocations.
- Any necessary title searches.
- Engineering standards review services.
- All available information in the possession of the CITY pertaining to utility companies whose facilities may be affected by the proposed construction.
- All future information that may come to the CITY pertaining to subdivision plans so that the CONSULTANT may take advantage of additional areas that can be utilized as part of the existing right of way.
- Systems traffic for Projected Design Year, with K, D, and T factors.
- Existing right of way maps.
- Existing cross slope data the project.
- Existing pavement evaluation report for the project.
- Design Reports
- Letters of authorization designating the CONSULTANT as an agent of the CITY in accordance with F.S. 337.274.
- Phase reviews of plans and engineering documents.
- Regarding Environmental Permitting Services:
 - Approved Permit Document when available.
 - Approval of all contacts with environmental agencies.
 - General philosophies and guidelines of the CITY to be used in the fulfillment of this contract. Objectives, constraints, budgetary limitations, and time constraints will be completely defined by the Project Manager.
 - Appropriate signatures on application forms.

3 PROJECT COMMON AND PROJECT GENERAL TASKS

Project Common Tasks

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

Cost Estimates: The CONSULTANT 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. A Summary of Pay Items sheet shall be prepared with all required Phase II, III, and IV Plans submittals.

Technical Special Provisions: The CONSULTANT shall provide Technical Special Provisions for all items of work not covered by the Standard Specifications for Road and Bridge Construction and the workbook of implemented modifications.

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

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

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

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

Technical Meetings: The CONSULTANT shall attend all technical meetings necessary to execute the Scope of Services of this contract. This includes meetings with CITY and/or Agency staff, between disciplines and subconsultants, such as access management meetings, pavement design meetings, local governments, railroads, airports,, progress review meetings (phase review), and miscellaneous meetings. The CONSULTANT 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.

Quality Assurance/Quality Control: It is the intention of the CITY that design CONSULTANTS, including their subconsultant(s), are held responsible for their work, including plans review. Detailed checking of CONSULTANT plans or assisting in designing portions of the project for the CONSULTANT is not the intent of having external design consultants. The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans follow the plan preparation procedures outlined in the Plans Preparation Manual, that state and federal design criteria are followed with the CITY concept, and that the CONSULTANT submittals are complete. All subconsultant document submittals shall be submitted by the subconsultant directly to the CONSULTANT for their independent Quality Assurance/Quality Control review and subsequent submittal to the CITY.

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

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT and their subconsultant(s) under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract. The CONSULTANT 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, and it may be one utilized by the CONSULTANT as part of their normal operation or it may be one specifically designed for this project. The CONSULTANT shall submit a Quality Control Plan for approval within twenty (20) business days of the written Notice to Proceed and it shall be signed by the CONSULTANT's Project Manager and the CONSULTANT QC Manager. The Quality Control Plan shall include the names of the CONSULTANT'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, surveys, etc.) and a written resolution of comments on a point-by-point basis will be required, if requested by the CITY, with each phase submittal. The responsible Professional Engineer, Landscape Architect, or Professional Surveyor & Mapper that performed the Quality Control review will sign a statement certifying that the review was conducted and found to meet required specifications.

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

Independent Peer Review: Not applicable for this project.

Supervision: The CONSULTANT shall supervise all technical design activities.

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

Project General Tasks

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

3.1.9 Public Meeting Preparations

The CONSULTANT shall prepare the necessary materials for use in public meetings.

The CONSULTANT will investigate potential meeting sites to advise the CITY on their suitability. The CITY will pay all costs for meeting site rents and insurance.

3.1.10 Public Meeting Attendance and Follow-up

The CONSULTANT shall attend public meeting(s), assist with meeting setup and take down. The CONSULTANT 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 CONSULTANT will attend the meetings with an appropriate number of personnel to assist the CITY'S Project Manager.

It is estimated for this project there will be *one* public meeting during the design.

3.3 Specifications Package Preparation

The CONSULTANT shall prepare and provide a specifications package prepared in accordance with the CITY's requirements. The Specifications Package shall address all items and areas of work and include any Mandatory Specifications, Modified Special Provisions, and Technical Special Provisions. The CITY will provide the applicable workbook to be used to prepare the specifications package.

3.4 Contract Maintenance and Electronic Document Management System (EDMS)

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

3.6 Prime Consultant Project Manager Meetings

Includes only the Prime Consultant Project Manager's time for travel and attendance at Activity Technical Meetings and other meetings listed in the meeting summary for Task 3.6 on tab 3 Project General Task of the staff hour forms. Staff hours for other personnel attending Activity Technical Meetings are included in the meeting task for that specific Activity.

3.11 Railroad, Transit and/or Airport Coordination

Coordination with HART on any potential impacts to bus stops.

3.12 Other Project General Tasks

Obtain existing records and right-of-way data collection.

4 ROADWAY ANALYSIS

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

4.5 Horizontal/Vertical Master Design Files

The CONSULTANT shall design the shared use path geometrics using the design standards that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, elder road user policy, access management, PD&E documents and scope of work.

4.11 Design Report

The CONSULTANT shall prepare all applicable report(s) as listed in the Project Description section of this scope.

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

The design notes, data, and computations shall be recorded on size 8½"x11" sheets, fully titled, numbered, dated, indexed and signed by the designer and the checker. Computer output forms and other oversized sheets shall be folded to 8½"x11" size. The data shall be in a hardback folder for submittal to the CITY.

4.12 Quantities

The CONSULTANT shall prepare all required summary of quantities sheets. This includes all efforts required to develop accurate quantities and the supporting documentation, including construction days when required.

4.13 Cost Estimate

4.14 Technical Special Provisions

4.15 Other Roadway Analysis

4.16 Field Reviews

4.18 Quality Assurance/Quality Control

4.19 Independent Peer Review

4.20 Supervision

4.21 Coordination

5 ROADWAY PLANS

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

- 5.1 Key Sheet**
- 5.2 Summary of Pay Items Including Quantity Input**
- 5.4 Typical Section Sheets**
 - 5.4.1 Typical Sections
 - 5.4.2 Typical Section Details
- 5.5 General Notes/Pay Item Notes**
- 5.6 Summary of Quantities**
- 5.12 Plan/Profile Sheet**
- 5.14 Plan Sheet**
- 5.19 Intersection Layout Details**
- 5.20 Special Details**
- 5.22 Miscellaneous Drainage Detail Sheets**
- 5.33 Utility Adjustment Sheets**
- 5.35 Erosion Control Plan**
- 5.36 SWPPP**
- 5.40 Quality Assurance/Quality Control**
- 5.41 Supervision**

6 DRAINAGE ANALYSIS

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

The CONSULTANT 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 CONSULTANT 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:

6.4 Design of Ditches

6.8 Design of Storm Drains

Evaluation of existing storm sewer inlets and pipes for accepting additional impervious due to widening the existing sidewalk to a shared use path.

6.20 Quality Assurance/Quality Control

6.22 Supervision

6.23 Coordination

7 UTILITIES

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

7.2 Identify Existing UAO(s)

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

7.3 Make Utility Contacts

First Contact: The CONSULTANT shall send letters and two sets of plans to each utility, one set for the utility office, and one set to the CITY Offices. 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 UAO requests for reimbursement to CITY for a legal opinion. Include the meeting schedule (if applicable) and the design schedule. Include typical meeting agenda. If scheduling a meeting, give 4 weeks advance notice.

Second Contact: At a minimum of 4 weeks prior to the meeting, the CONSULTANT shall transmit two complete sets of Phase II plans and the Utility Conflict Matrix (when applicable) to each UAO having facilities located within the project limits, and one set to the CITY Offices.

Third Contact: Identify agreements and assemble packages. The Consultant shall send agreements, letters, the Utility Conflict Matrix (when applicable) and two sets of plans to the UAO(s) including all component sets, one set for the utility office, one set to construction and maintenance if required. Include the design schedule.

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

The CONSULTANT shall review utility marked plans and data individually as they are received for content. Ensure 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 DUO.

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

The CONSULTANT shall review utility marked up plans and work schedules as they are received for content and coordinate review with the designer. Send color markups and schedules to the appropriate CITY office(s) for review and comment if required by the District. Coordinate with the District for execution. Distribute Executed Final Documents. Prepare Work Order for UAO(s). The CONSULTANT shall coordinate with the DUO the programming of necessary Work Program funds.

7.11 Utility Coordination/Follow-up

The CONSULTANT shall provide utility coordination and follow up. This includes follow-up, interpreting plans, and assisting the UAOs with completion of their work schedules and agreements. Includes phone calls, face-to-face meetings, etc., to motivate and ensure the UAO(s) complete and return the required documents in accordance with the project schedule. Ensure the resolution of all known conflicts. The CONSULTANT 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.

7.15 Contract Plans to UAO(s)

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

7.16 Certification/Close-Out

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

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

OR

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

OR

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

8 ENVIRONMENTAL PERMITS, COMPLIANCE AND CLEARANCES

The CONSULTANT shall notify the CITY Project Manager and other appropriate personnel in advance of all scheduled meetings with the regulatory agencies to allow a CITY representative to attend. The CONSULTANT shall copy in the Project Manager on all permit related correspondence and meetings.

8.5 Complete and Submit All Required Permit Applications

The CONSULTANT shall prepare permit packages as identified in the Project Description section.

The CONSULTANT shall collect all of the data and information necessary to obtain the environmental permits required to construct a project. The CONSULTANT will complete field survey or agency required forms (such as the US Army Corps of Engineers (USACE) “Wetland Determination Data Form – Atlantic and Gulf Coastal Plain Region”; the USACE “Approved Jurisdictional Determination Form”; UMAMs and/or project specific data forms, as required) for use in Permit Applications.

The CONSULTANT shall prepare each permit application for CITY approval in accordance with the rules and/or regulations of the environmental agency responsible for issuing a specific permit and/or authorization to perform work.

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

Local Permits:

SWFWMD exemption

Environmental Clearances, Reevaluations and Technical Support

8.18 Technical Meetings

8.19 Quality Assurance/Quality Control

8.20 Supervision

8.21 Coordination

9 STRUCTURES - SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS

The CONSULTANT shall analyze, design, and develop contract documents for all structures in accordance with applicable provisions as defined in Section 2.19, Provisions for Work. Individual tasks identified in Sections 9 through 18 are defined in the Staff Hour Estimation Handbook and within the provision defined in Section 2.19, Provisions for Work. Contract documents shall display economical solutions for the given conditions.

The CONSULTANT shall provide Design Documentation to the CITY with each submittal consisting of structural design calculations and other supporting documentation developed during the development of the plans. The design calculations submitted shall adequately address the complete design of all structural elements. These calculations shall be neatly and logically presented on digital media or, at the CITY's request, on 8 ½"x11" paper and all sheets shall be numbered. The final design calculations shall be signed and sealed by a Florida-licensed professional engineer. A cover sheet indexing the contents of the calculations shall be included and the engineer shall sign and seal that sheet. All computer programs and parameters used in the design calculations shall include sufficient backup information to facilitate the review task.

9.4 Miscellaneous Common Details

9.7 Assemble Plan Summary Boxes and Quantities

9.8 Cost Estimate

18 STRUCTURES – MISCELLANEOUS

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

Special Structures

18.22 Other Structures – *Gravity wall for sidewalk above existing box culvert*

19 SIGNING AND PAVEMENT MARKING ANALYSIS

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

19.3 Reference and Master Design File

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

19.7 Quantities

19.8 Cost Estimate

19.13 Quality Assurance/Quality Control

19.15 Supervision

19.16 Coordination

20 SIGNING AND PAVEMENT MARKING PLANS

The CONSULTANT 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 includes the following.

20.1 Key Sheet

20.2 Summary of Pay Items Including TRNS*Port Input

20.3 Tabulation of Quantities

20.4 General Notes/Pay Item Notes

20.5 Project Layout

20.6 Plan Sheet

20.7 Typical Details

20.14 Quality Assurance/Quality Control

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

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

20.15 Supervision

27 SURVEY

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

Survey shall be in Florida State Plane Coordinate system, NAD 83/90 adjustment horizontal datum, and NAVD 1988 vertical datum. The survey information shall be provided on 11" x 17" sized format at an appropriate scale. Survey data shall also be provided in AutoCAD native format.

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

The survey notes shall include documentation of decisions reached from meetings, telephone conversations or site visits. All like work (such as bench lines, reference points, etc.) shall be recorded contiguously. The CITY may not accept field survey radial locations of section corners, platted subdivision lot and block corners, alignment control points, alignment control reference points and certified section corner references. The CITY may instead require that these points be surveyed by true line, traverse or parallel offset.

27.1 Horizontal Project Control (HPC)

City Surveyor will establish the HPC and VPC.

27.2 Vertical Project Control (VPC)

Recover VPC as established by the CITY Surveyor. Establish secondary control points as necessary to complete project.

27.3 Alignment and/or Existing Right of Way (R/W) Lines

Establish, recover or re-establish project alignment. Also includes analysis and processing of all field collected data, existing maps, and/or reports for identifying mainline, ramp, offset, or secondary alignments. Depict alignment and/or existing R/W lines (in required format) per platted or dedicated rights of way.

27.5 Reference Points

Reference Horizontal Project Network Control (HPNC) points, project alignment, vertical control points, section, ¼ section, center of section corners and General Land Office (G.L.O.) corners as required.

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

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

27.7 Planimetric (2D)

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

27.10 Underground Utilities

Designation includes 2-dimensional collection of existing utilities and selected 3-dimensional verification as needed for designation. Location includes non-destructive excavation to determine size, type and location of existing utility, as necessary for final 3-dimensional verification. Survey includes collection of data on points as needed for designates and locates. Includes analysis and processing of all field collected data, and delivery of all appropriate electronic files.

27.12 Drainage Survey

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

27.33 Quality Assurance/Quality Control(QA/QC)

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

27.34 Supervision

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

27.35 Coordination

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

36 PROJECT REQUIREMENTS

36.2 Key Personnel

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

36.3 Progress Reporting

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

36.4 Correspondence

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

36.5 Professional Endorsement

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

36.6 Computer Automation

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

36.7 Coordination with Other Consultants

The CONSULTANT is to coordinate his work with any and all adjacent and integral consultants so as to effect complete and homogenous plans and specifications for the project(s) described herein.

37 COMPENSATION

For performing the Services identified within this Scope of Services, the CITY shall pay the CONSULTANT the Upset Limit amount of \$96,537.84 in accordance with Exhibit "B-A" of this contract.

Exhibit B-A

Contract Number : 13-D-27

Cypress Street Corridor from U-Path to West Shore Boulevard

Task Description	Sam Schwartz Engineering, D.P.C.	Catalano Engineering	Local Public Agency Solutions	Northwest Engineering, Inc.	TOTAL
Project Common And General Tasks	\$10,280		\$3,400		\$13,680
Roadway Design	\$45,300				\$45,300
Drainage Design	\$1,020				\$1,020
Utilities	\$4,370				\$4,370
Environmental Permits	\$1,950				\$1,950
Miscellaneous Structures		\$4,503			\$4,503
Signing and Marking Plans	\$14,550				\$14,550
Survey				\$11,165	\$11,165
TOTAL	\$77,470	\$4,503	\$3,400	\$11,165	\$96,538



Page 3 of 4DMI – Solicited/Utilized
City of Tampa –DMI Schedule of Sub-(Contractors/Consultants/Suppliers) to be Utilized
(FORM MBD-20)

Contract No.: RFQ 13-D-00027 Contract Name: Four Walk-Bike Projects - Design
Contractor Name: Sam Schwartz Engineering, DPC, PA Address: 2709 N. Rocky Point Dr. Suite 104, Tampa, FL 33607
Federal ID: 46-1885050 Phone: 813-289-7771 Fax: 813-289-7775 Email: jtrim@samschwartz.com

[] See attached documents.
[] No Subcontracting (of any kind) will be performed on this contract.

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

This DMI Schedule Must Be Submitted with the Bid or Proposal (Do Not Modify This Form)

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

Table with 6 columns: S/W, Company Name, Address, Phone & Fax, Type of Ownership, Trade Services or Materials, NIGP Code, Amount of Quote, Letter of Intent, Percent of Scope/Contract %.

Total Subcontract/Supplier Utilization \$
Total SLBE Utilization \$ 4,503
Total WMBE Utilization \$ 14,565
Percent SLBE Utilization of Total Bid/Proposal Amt. 5% Percent WMBE Utilization of Total Bid/Proposal Amt. 15%

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this contract. This form must be completed and submitted with the bid or proposal. Modifying or failing to sign DMI forms may result in Non-Compliance and/or deemed non-responsive.

Signed: Jeffrey D. Trim Name/Title: Executive Vice President Date: March 4, 2014
MBD 20 rev. 02/01/13 Note: Detailed Instructions for completing this form are on the next page.

EXHIBIT A – B

SCOPE OF SERVICES

FOR

RFQ – 13 – D – 00027; FOUR WALK – BIKE PROJECTS

FINANCIAL PROJECT ID(S). 432716

Palm Avenue from North Boulevard to Nebraska Avenue

City of Tampa

1	PURPOSE	3
2	PROJECT DESCRIPTION.....	3
3	PROJECT COMMON AND PROJECT GENERAL TASKS.....	10
4	ROADWAY ANALYSIS	13
5	ROADWAY PLANS	14
7	UTILITIES.....	14
8	ENVIRONMENTAL PERMITS, COMPLIANCE AND CLEARANCES	16
9	STRUCTURES - SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS	17
18	STRUCTURES – MISCELLANEOUS	17
19	SIGNING AND PAVEMENT MARKING ANALYSIS.....	18
20	SIGNING AND PAVEMENT MARKING PLANS.....	18
21	SIGNALIZATION ANALYSIS	19
22	SIGNALIZATION PLANS	20
25	LANDSCAPE ARCHITECTURE ANALYSIS.....	21
26	LANDSCAPE ARCHITECTURE PLANS.....	21
27	SURVEY.....	22
35	GEOTECHNICAL.....	24
36	PROJECT REQUIREMENTS	25
37	COMPENSATION.....	26

SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES

Financial Project ID: **432716**

Description: ***Palm Avenue from North Boulevard to Nebraska Avenue***

1 PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and the CITY in connection with the design and preparation of a complete set of construction contract documents and incidental engineering services, as necessary, for improvements to the transportation facility described herein.

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 CONSULTANT shall be fully responsible for all work performed and work products developed under this Scope of Services. The CITY may provide job-specific information and/or functions as outlined in this contract, if favorable.

2 PROJECT DESCRIPTION

The CONSULTANT shall investigate the status of the project and become familiar with concepts and commitments (typical sections, alignments, etc.) developed from the City of Tampa Walk-Bike Plan Phase I-Final Report. The CONSULTANT shall use the approved concepts as a basis for the design unless otherwise directed by the CITY.

Palm Ave road diet from 4 to 2 lanes w/proposed bike lanes & intermittent pedestrian refuge medians

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

Public Involvement: ***Two (2) public meetings to review plans near the 30% & 60% completion stage.***

Specification Package Preparation: ***Preparation of specifications for construction documents.***

Plan Type: ***Roadway Plans***

Typical Section: ***Two typical sections for Palm Avenue*** (1) North Boulevard to Jefferson Street – Roadway resurfacing with bike lanes & 16' wide median (2) Jefferson Street to Nebraska Ave – Roadway resurfacing with bike lanes & 10- wide median.

Roadway Alternative Analysis: ***Mid-block pedestrian crossing study (YMCA***

Facility) in conjunction with vehicular queuing analysis at Florida & Tampa Avenues

2.3 Utilities Coordination (Activity 7)

The CONSULTANT 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 CONSULTANT should coordinate with CITY personnel to coordinate transmittals to Utility Companies and meet production schedules.

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

City water, City sewer, City reclaimed water, Power, Gas, Telephone, Cable TV

2.4 Environmental Permits, Compliances, and Clearances (Activity 8)

Expected permit is an exemption from the Southwest Florida Water Management District.

2.5 Structures (Activities 9 – 18)

Miscellaneous: *Mast Arm and Strain Pole Cable analysis due to traffic signal head adjustments or modifications required by Road Diet (lane reduction) Plan*

2.6 Signing and Pavement Markings (Activities 19 & 20)

Roadway re-striping consists of three lanes, single lane each direction with center left turn lane with intermittent medians.

2.7 Signalization (Activities 21 & 22)

Intersections: *Coordinate signal head modifications/adjustments w/FDOT & City in accordance with proposed intersection re-striping plan along Palm Ave at Nebraska Ave*

Traffic Data Collection: *Intersection turn movement counts am/pm peak hour movements along Palm Ave at Tampa Street, Florida Avenue and Nebraska Avenue. 3-Day pedestrian counts at YMCA entrance and parking lot facility across Palm Ave.*

Traffic Studies: *Intersection capacity analysis and Mid-block pedestrian crossing study*

2.9 Landscape Architecture (Activities 25 & 26)

Planting Plans: *Intermittent urban medians w/xeric landscaping*

Irrigation Plans:

2.10 Survey (Activity 27)

Design Survey: *Palm Avenue survey from North Boulevard to 300' east of Nebraska Ave (full) r/w.*

Right of Way Survey: *Right-of-way to be surveyed in field and shown on plans.*

2.17 Geotechnical (Activity 35) – *The Consultant will perform geotechnical investigation consisting of six (6) pavement cores along Palm Ave spaced 1000' apart to confirm existing pavement section to be milled and resurfaced.*

2.18 Project Schedule

Within ten (10) days after the Notice-To-Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall provide a detailed project activity/event schedule for CITY and CONSULTANT scheduled activities required to meet the current CITY Production Date. The schedule shall be accompanied by an anticipated payout and fiscal progress curve. For the purpose of scheduling, the CONSULTANT shall allow for a *three* week review time for each phase submittal and any other submittals as appropriate.

The schedule shall indicate all required submittals.

The schedule for completion for these services is estimated to be twelve (12) months from Notice to Proceed.

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

The approved schedule and schedule status report, along with progress and payout curves, shall be submitted with the monthly progress report.

2.19 Submittals

The CONSULTANT shall furnish construction contract documents as required by the CITY to adequately control, coordinate, and approve the work concepts. The CONSULTANT shall provide PDF digital files of the plans and documents at the completion of each phase as listed below. The CITY will determine the specific number of hard copies required prior to each submittal. Hard copy sets shall be in 11"x17" format at 1"=40' scale.

Concept Plan
60% Submittal
100% Submittal
Final Submittal

At the Final Phase submittal, the CONSULTANT shall provide electronic CADD files in the most current version of AutoCad being used by the City.

2.20 Provisions for Work

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

- General
 - Title 29, Part 1910, Standard 1910.1001, Code of Federal Regulations (29 C.F.R. 1910.1001) – Asbestos Standard for Industry, U.S. Occupational Safety and Health Administration (OSHA)
 - 29 C.F.R. 1926.1101 – Asbestos Standard for Construction, OSHA
 - 40 C.F.R. 61, Subpart M - National Emission Standard for Hazardous Air Pollutants (NESHAP), Environmental Protection Agency (EPA)
 - 40 C.F.R. 763, Subpart E – Asbestos-Containing Materials in Schools, EPA
 - 40 C.F.R. 763, Subpart G – Asbestos Worker Protection, EPA
 - ADA Standards for Accessible Design
 - AASHTO – A Policy for Geometric Design of Highways and Streets
 - AASHTO – Highway Safety Manual
 - Rule Chapter 5J-17, F.A.C., Minimum Technical Standards for Professional Surveyors and Mappers
 - Chapter 469, Florida Statutes (F.S.) – Asbestos Abatement
 - Rule Chapter 62-257, F.A.C., Asbestos Program
 - Rule Chapter 62-302, F.A.C., Surface Water Quality Standards
 - Code of Federal Regulations (C.F.R.)
 - Florida Administrative Codes (F.A.C.)
 - Chapters 20, 120, 215, 455, Florida Statutes (F.S.) – Florida Department of Business & Professional Regulations Rules
 - Florida Department of Environmental Protection Rules
 - FDOT Basis of Estimates Manual
 - FDOT CADD Manual
 - FDOT CADD Production Criteria Handbook
 - FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System
 - FDOT Flexible Pavement Design Manual
 - FDOT Handbook for Preparation of Specifications Package
 - FDOT Instructions for Design Standards
 - FDOT Instructions for Structures Related Design Standards
 - FDOT Local Agency Program (LAP) Manual
 - FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (“Florida Greenbook”)
 - FDOT Materials Manual
 - FDOT Pavement Type Selection Manual
 - FDOT Plans Preparation Manual
 - FDOT Procedures and Policies
 - FDOT Project Development and Environmental Manual
 - FDOT Project Traffic Forecasting Handbook

- FDOT Public Involvement Handbook
- FDOT Rigid Pavement Design Manual
- FDOT Standard Specifications for Road and Bridge Construction
- FDOT Utility Accommodation Manual
- FHWA - Manual on Uniform Traffic Control Devices (MUTCD)
- FHWA - NCHRP Report 672, Roundabouts: An Informational Guide
- FHWA Roadway Construction Noise Model (RCNM) and Guideline Handbook
- Florida Fish and Wildlife Conservation Commission - Standard Manatee Construction Conditions 2005
- Florida Statutes (F.S.)
- Florida's Level of Service Standards and Guidelines Manual for Planning
- Model Guide Specifications – Asbestos Abatement and Management in Buildings, National Institute for Building Sciences (NIBS)
- Quality Assurance Guidelines
- Safety Standards
- Any special instructions from the CITY
- Roadway
 - FDOT – Florida Intersection Design Guide
 - FDOT - Project Traffic Forecasting Handbook
 - FDOT - Quality/Level of Service Handbook
 - Florida's Level of Service Standards and Highway Capacity Analysis for the SHS
 - Transportation Research Board (TRB) - Highway Capacity Manual
- Permits
 - Chapter 373, F.S. – Water Resources
 - US Fish and Wildlife Service Endangered Species Programs
 - Florida Fish and Wildlife Conservation Commission Protected Wildlife Permits
 - Bridge Permit Application Guide, COMDTPUB P16591.3C
 - Building Permit
- Drainage
 - FDOT Bridge Hydraulics Handbook
 - FDOT Culvert Handbook
 - FDOT Drainage Manual
 - FDOT Erosion and Sediment Control Manual
 - FDOT Exfiltration Handbook
 - FDOT Hydrology Handbook
 - FDOT Open Channel Handbook
 - FDOT Optional Pipe Materials Handbook
 - FDOT Storm Drain Handbook
 - FDOT Stormwater Management Facility Handbook
 - FDOT Temporary Drainage Handbook

- Survey and Mapping
 - All applicable Florida Statutes and Administrative Codes
 - Applicable Rules, Guidelines Codes and authorities of other Municipal, County, State and Federal Agencies.
 - FDOT Aerial Surveying Standards for Transportation Projects Topic 550-020-002
 - FDOT Right of Way Mapping Handbook
 - FDOT Surveying Procedure Topic 550-030-101
 - Florida Department of Transportation Right of Way Procedures Manual
 - Florida Department of Transportation Surveying Handbook
 - Right of Way Mapping Procedure 550-030-015
- Traffic Engineering and Operations and ITS
 - AASHTO - An Information Guide for Highway Lighting
 - AASHTO - Guide for Development of Bicycle Facilities
 - FHWA Standard Highway Signs Manual
 - FDOT - Florida Roundabout Guide
 - FDOT Manual on Uniform Traffic Studies (MUTS)
 - FDOT Median Handbook
 - FDOT Traffic Engineering Manual
 - Minimum Specifications for Traffic Control Signal Devices
 - National Electric Safety Code
 - National Electrical Code
- Structures
 - AASHTO Load and Resistance Factor Design (LRFD) Bridge Design Specifications and Interims
 - AASHTO LRFD Movable Highway Bridge Design Specifications and Interims
 - AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, and Interims.
 - AASHTO/-AWS-D1. 5M/D1.5: An American National Standard Bridge Welding Code
 - AASHTO Guide Specifications for Structural Design of Sound Barriers
 - AASHTO Manual for Condition Evaluation and Load and Resistance Factor Rating (LRFR) of Highway Bridges
 - FDOT Structures Manual
 - FDOT Structures Design Office Temporary Design Bulletins (available on FDOT Structures web site only)
 - FDOT Preferred Details (available on FDOT Structures web site only)
- Geotechnical
 - FHWA Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Specifications
 - Manual of Florida Sampling and Testing Methods
 - Soils and Foundation Handbook

- Landscape Architecture
 - Florida Department of Agriculture and Consumer Services Grades and Standards for Nursery Plants

2.21 Services to be Performed by the CITY when appropriate and /or available, the CITY will provide project data including:

- Numbers for field books.
- Preliminary Horizontal Network Control.
- Access for the CONSULTANT to utilize the CITY's Information Technology Resources.
- All CITY agreements with Utility Agency Owner (UAO).
- All certifications necessary for project letting.
- All information that may come to the CITY pertaining to future improvements.
- All future information that may come to the CITY during the term of the CONSULTANT's Agreement, which in the opinion of the CITY is necessary for the prosecution of the work.
- Available traffic and planning data.
- All approved utility relocations.
- Any necessary title searches.
- Engineering standards review services.
- All available information in the possession of the CITY pertaining to utility companies whose facilities may be affected by the proposed construction.
- All future information that may come to the CITY pertaining to subdivision plans so that the CONSULTANT may take advantage of additional areas that can be utilized as part of the existing right of way.
- Systems traffic for Projected Design Year, with K, D, and T factors.
- Existing right of way maps.
- Existing cross slope data the project.
- Existing pavement evaluation report for the project.
- Design Reports
- Letters of authorization designating the CONSULTANT as an agent of the CITY in accordance with F.S. 337.274.
- Phase reviews of plans and engineering documents.
- Regarding Environmental Permitting Services:
 - Approved Permit Document when available.
 - Approval of all contacts with environmental agencies.
 - General philosophies and guidelines of the CITY to be used in the fulfillment of this contract. Objectives, constraints, budgetary limitations, and time constraints will be completely defined by the Project Manager.
 - Appropriate signatures on application forms.

3 PROJECT COMMON AND PROJECT GENERAL TASKS

Project Common Tasks

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

Cost Estimates: The CONSULTANT 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. A Summary of Pay Items sheet shall be prepared with all required Phase II, III, and IV Plans submittals.

Technical Special Provisions: The CONSULTANT shall provide Technical Special Provisions for all items of work not covered by the Standard Specifications for Road and Bridge Construction and the workbook of implemented modifications.

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

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

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

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

Technical Meetings: The CONSULTANT shall attend all technical meetings necessary to execute the Scope of Services of this contract. This includes meetings with CITY and/or Agency staff, between disciplines and subconsultants, such as access management meetings, pavement design meetings, local governments, railroads, airports,, progress review meetings (phase review), and miscellaneous meetings. The CONSULTANT 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.

Quality Assurance/Quality Control: It is the intention of the CITY that design CONSULTANTS, including their subconsultant(s), are held responsible for their work, including plans review. Detailed checking of CONSULTANT plans or assisting in designing portions of the project for the CONSULTANT is not the intent of having external design consultants. The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans follow the plan preparation procedures outlined in the Plans Preparation Manual, that state and federal design criteria are followed with the CITY concept, and that the CONSULTANT submittals are complete. All subconsultant document submittals shall be submitted by the subconsultant directly to the CONSULTANT for their independent Quality Assurance/Quality Control review and subsequent submittal to the CITY.

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

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT and their subconsultant(s) under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract. The CONSULTANT 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, and it may be one utilized by the CONSULTANT as part of their normal operation or it may be one specifically designed for this project. The CONSULTANT shall submit a Quality Control Plan for approval within twenty (20) business days of the written Notice to Proceed and it shall be signed by the CONSULTANT's Project Manager and the CONSULTANT QC Manager. The Quality Control Plan shall include the names of the CONSULTANT'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, surveys, etc.) and a written resolution of comments on a point-by-point basis will be required, if requested by the CITY, with each phase submittal. The responsible Professional Engineer, Landscape Architect, or Professional Surveyor & Mapper that performed the Quality Control review will sign a statement certifying that the review was conducted and found to meet required specifications.

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

Independent Peer Review: Not applicable for this project.

Supervision: The CONSULTANT shall supervise all technical design activities.

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

Project General Tasks

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

3.1.9 Public Meeting Preparations

The CONSULTANT shall prepare the necessary materials for use in public meetings.

The CONSULTANT will investigate potential meeting sites to advise the CITY on their suitability. The CITY will pay all costs for meeting site rents and insurance.

3.1.10 Public Meeting Attendance and Follow-up

The CONSULTANT shall attend public meeting(s), assist with meeting setup and take down. The CONSULTANT 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 CONSULTANT will attend the meetings with an appropriate number of personnel to assist the CITY'S Project Manager.

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

3.3 Specifications Package Preparation

The CONSULTANT shall prepare and provide a specifications package prepared in accordance with the CITY'S requirements. The specifications package shall address all items and areas of work and include any Mandatory Specifications, Modified Special Provisions, and Technical Special Provisions. The CITY will provide the applicable workbook to be used to prepare the specifications package.

3.4 Contract Maintenance and Electronic Document Management System (EDMS)

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

3.6 Prime Consultant Project Manager Meetings

Includes only the Prime Consultant Project Manager's time for travel and attendance at Activity Technical Meetings and other meetings listed in the meeting summary for Task 3.6 on tab 3 Project General Task of the staff hour forms. Staff hours for other personnel attending Activity Technical Meetings are included in the meeting task for that specific Activity.

3.12 Other Project General Tasks

Obtain existing records and right-of-way data collection.

4 ROADWAY ANALYSIS

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

4.5 Horizontal/Vertical Master Design Files

The CONSULTANT shall design the shared use path geometrics using the design standards that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, elder road user policy, access management, PD&E documents and scope of work.

4.11 Design Report

The CONSULTANT shall prepare all applicable report(s) as listed in the Project Description section of this scope.

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

The design notes, data, and computations shall be recorded on size 8½"x11" sheets, fully titled, numbered, dated, indexed and signed by the designer and the checker. Computer output forms and other oversized sheets shall be folded to 8½"x11" size. The data shall be in a hardback folder for submittal to the CITY.

4.12 Quantities

The CONSULTANT shall prepare all required summary of quantities sheets. This includes all efforts required to develop accurate quantities and the supporting documentation, including construction days when required.

4.13 Cost Estimate

- 4.16 Field Reviews**
- 4.18 Quality Assurance/Quality Control**
- 4.20 Supervision**
- 4.21 Coordination**

5 ROADWAY PLANS

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

- 5.1 Key Sheet**
- 5.2 Summary of Pay Items Including Quantity Input**
- 5.4 Typical Section Sheets**
 - 5.4.1 Typical Sections
- 5.5 General Notes/Pay Item Notes**
- 5.6 Summary of Quantities**
- 5.14 Plan Sheet**
- 5.33 Utility Adjustment Sheets**
- 5.40 Quality Assurance/Quality Control**
- 5.41 Supervision**

7 UTILITIES

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

7.2 Identify Existing UAO(s)

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

7.3 Make Utility Contacts

First Contact: The CONSULTANT shall send letters and two sets of plans to each utility, one set for the utility office, and one set to the CITY Offices. 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 UAO requests for reimbursement to CITY for a legal opinion. Include the meeting schedule (if applicable) and the design schedule. Include typical meeting agenda. If scheduling a meeting, give 4 weeks advance notice.

Second Contact: At a minimum of 4 weeks prior to the meeting, the CONSULTANT shall transmit two complete sets of Phase II plans and the Utility Conflict Matrix (when applicable) to each UAO having facilities located within the project limits, and one set to the CITY Offices.

Third Contact: Identify agreements and assemble packages. The Consultant shall send agreements, letters, the Utility Conflict Matrix (when applicable) and two sets of plans to the UAO(s) including all component sets, one set for the utility office, one set to construction and maintenance if required. Include the design schedule.

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

The CONSULTANT shall review utility marked plans and data individually as they are received for content. Ensure 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 DUO.

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

The CONSULTANT shall review utility marked up plans and work schedules as they are received for content and coordinate review with the designer. Send color markups and schedules to the appropriate CITY office(s) for review and comment if required by the District. Coordinate with the District for execution. Distribute Executed Final Documents. Prepare Work Order for UAO(s). The CONSULTANT shall coordinate with the DUO the programming of necessary Work Program funds.

7.11 Utility Coordination/Follow-up

The CONSULTANT shall provide utility coordination and follow up. This includes follow-up, interpreting plans, and assisting the UAOs with completion of their work schedules and agreements. Includes phone calls, face-to-face meetings, etc., to motivate and ensure the UAO(s) complete and return the required documents in accordance with the project schedule. Ensure the resolution of all known conflicts. The CONSULTANT 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.

7.15 Contract Plans to UAO(s)

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

7.16 Certification/Close-Out

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

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

OR

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

OR

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

8 ENVIRONMENTAL PERMITS, COMPLIANCE AND CLEARANCES

The CONSULTANT shall notify the CITY Project Manager and other appropriate personnel in advance of all scheduled meetings with the regulatory agencies to allow a CITY representative to attend. The CONSULTANT shall copy in the Project Manager on all permit related correspondence and meetings.

8.5 Complete and Submit All Required Permit Applications

The CONSULTANT shall prepare permit packages as identified in the Project Description section.

The CONSULTANT shall collect all of the data and information necessary to obtain the environmental permits required to construct a project. The CONSULTANT will complete field survey or agency required forms (such as the US Army Corps of Engineers (USACE) “Wetland Determination Data Form – Atlantic and Gulf Coastal Plain Region”; the USACE “Approved Jurisdictional Determination Form”; UMAMs and/or project specific data forms, as required) for use in Permit Applications.

The CONSULTANT shall prepare each permit application for CITY approval in accordance with the rules and/or regulations of the environmental agency responsible for issuing a specific permit and/or authorization to perform work.

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

Local Permits:

SWFWMD exemption

Environmental Clearances, Reevaluations and Technical Support

8.18 Technical Meetings

8.19 Quality Assurance/Quality Control

8.20 Supervision

8.21 Coordination

9 STRUCTURES - SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS

The CONSULTANT shall analyze, design, and develop contract documents for all structures in accordance with applicable provisions as defined in Section 2.19, Provisions for Work. Individual tasks identified in Sections 9 through 18 are defined in the Staff Hour Estimation Handbook and within the provision defined in Section 2.19, Provisions for Work. Contract documents shall display economical solutions for the given conditions.

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

18 STRUCTURES – MISCELLANEOUS

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

Strain Poles

18.4 Concrete Strain Poles

Mast Arms

18.5 Mast Arms

19 SIGNING AND PAVEMENT MARKING ANALYSIS

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

19.3 Reference and Master Design File

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

19.7 Quantities

19.8 Cost Estimate

19.13 Quality Assurance/Quality Control

19.15 Supervision

19.16 Coordination

20 SIGNING AND PAVEMENT MARKING PLANS

The CONSULTANT 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 includes the following.

20.1 Key Sheet

20.2 Summary of Pay Items Including TRNS*Port Input

20.3 Tabulation of Quantities

20.4 General Notes/Pay Item Notes

20.5 Project Layout

20.6 Plan Sheet

20.7 Typical Details

20.14 Quality Assurance/Quality Control

The CONSULTANT shall be responsible for the professional quality, technical

accuracy and coordination of traffic design drawings, specifications and other services furnished by the CONSULTANT under this contract.

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

20.15 Supervision

21 SIGNALIZATION ANALYSIS

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

21.1 Traffic Data Collection

The CONSULTANT shall collect intersection turning movement counts AM and PM peak periods and determination of peak hour volumes for Palm Ave at Tampa Street, Florida Ave and Nebraska Ave. Traffic video counts will be provided by Miovision from 7-9 AM and 4-7 PM on one weekday at each intersection.

Mid-block Pedestrian Crossing data collection will consist of Miovision gap study from 6 AM to 9 PM on one weekday at mid-block location between Tampa Street & Florida Ave. Miovision mid-block pedestrian volume count from 6 AM to 9 PM on 3 consecutive weekdays.

21.2 Traffic Data Analysis

The CONSULTANT shall perform intersection capacity analysis at all three locations (Tampa Street, Florida Ave., & Nebraska Ave) utilizing Synchro/SimTraffic.

The CONSULTANT shall prepare mid-block crossing engineering study in accordance w/FDOT Traffic Engineering Manual Section 3.8.

21.5 Reference and Master Signalization Design File

21.9 Traffic Signal Operation Report

21.10 Quantities

21.11 Cost Estimate

21.15 Technical Meetings

21.16 Quality Assurance/Quality Control

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

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

21.18 Supervision

21.19 Coordination

22 SIGNALIZATION PLANS

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

22.1 Key Sheet – N/A

22.2 Summary of Pay Items Including TRNS*Port Input

22.3 Tabulation of Quantities

22.4 General Notes/Pay Item Notes

22.5 Plan Sheet

22.11 Mast Arm/Monotube Tabulation Sheet

22.12 Strain Pole Schedule

22.17 Quality Assurance/Quality Control

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

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all design drawings, specifications and other services prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality

Control Plan may be one utilized by the CONSULTANT as part of their normal operation or it may be one specifically designed for this project.

22.18 Supervision

25 LANDSCAPE ARCHITECTURE ANALYSIS

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

25.3 Planting Design

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

Final Design: Includes identifying the species/type, size, location, spacing, and quality of all plants.

25.4 Irrigation Design

Feasibility Report: Includes analysis of methods, materials and operation costs associated with proposed irrigation system design.

Conceptual Design: Typically not done in master design file. Includes determination of water and power sources. Phase I design level.

Final Design: Includes all work in master design files. Irrigation Design includes, but is not limited to, the locations and sizes of pumps, pump stations, mainlines, lateral lines, irrigation heads, valves, backflow and control devices.

25.7 Cost Estimates

25.12 Technical Meetings

25.15 Supervision

25.16 Coordination

26 LANDSCAPE ARCHITECTURE PLANS

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

26.5 Planting Plans for Linear Roadway Projects

26.7 Planting Details and Notes

The CONSULTANT shall include a written or graphic guide for care and maintenance of the irrigation system after the warranty period. This Maintenance Plan will be developed in coordination with the local government entity who assumes the maintenance obligation.

26.8 Irrigation Plans for Linear Roadway Project

26.10 Irrigation Details and Notes

26.14 Cost Estimate

26.15 Quality Assurance/Quality Control

26.16 Supervision

27 SURVEY

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

Survey shall be in Florida State Plane Coordinate system, NAD 83/90 adjustment horizontal datum, and NAVD 1988 vertical datum. The survey information shall be provided on 11" x 17" sized format at an appropriate scale. Survey data shall also be provided in AutoCAD native format.

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

The survey notes shall include documentation of decisions reached from meetings, telephone conversations or site visits. All like work (such as bench lines, reference points, etc.) shall be recorded contiguously. The CITY may not accept field survey radial locations of section corners, platted subdivision lot and block corners, alignment control points, alignment control reference points and certified section corner references. The CITY may instead require that these points be surveyed by true line, traverse or parallel offset.

27.1 Horizontal Project Control (HPC)

City Surveyor will establish the HPC and VPC.

27.2 Vertical Project Control (VPC)

Recover VPC as established by the CITY Surveyor. Establish secondary control points as necessary to complete project.

27.3 Alignment and/or Existing Right of Way (R/W) Lines

Establish, recover or re-establish project alignment. Also includes analysis and processing of all field collected data, existing maps, and/or reports for identifying mainline, ramp, offset, or secondary alignments. Depict alignment and/or existing R/W lines (in required format) per CITY R/W Maps, platted or dedicated rights of way.

27.5 Reference Points

Reference Horizontal Project Network Control (HPNC) points, project alignment, vertical control points, section, ¼ section, center of section corners and General Land Office (G.L.O.) corners as required.

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

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

27.7 Planimetric (2D)

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

27.10 Underground Utilities

Designation includes 2-dimensional collection of existing utilities and selected 3-dimensional verification as needed for designation. Location includes non-destructive excavation to determine size, type and location of existing utility, as necessary for final 3-dimensional verification. Survey includes collection of data on points as needed for designates and locates. Includes analysis and processing of all field collected data, and delivery of all appropriate electronic files.

27.12 Drainage Survey

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

27.33 Quality Assurance/Quality Control(QA/QC)

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

27.34 Supervision

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

approved by the District Surveying Office.

27.35 Coordination

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

35 GEOTECHNICAL

The CONSULTANT shall, for each project, be responsible for a complete geotechnical investigation. All work performed by the CONSULTANT shall be in accordance with CITY standards, or as otherwise directed by the District Geotechnical Engineer. The District Geotechnical Engineer will make interpretations and changes regarding geotechnical standards, policies and procedures and provide guidance to the CONSULTANT.

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

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

35.1 Document Collection and Review

CONSULTANT will 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, CONSULTANT shall review U.S.G.S., S.C.S. and potentiometric maps, and identify areas with problematic soil and groundwater conditions.

Roadway

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

Obtain pavement cores as directed in writing by the CITY Project Manager.

If required by the CITY Project Manager, a preliminary roadway exploration shall be performed before the Phase I plans submittal. The preliminary roadway exploration

will 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 Project Manager.

CONSULTANT shall perform specialized field-testing as required by project needs and as directed in writing by the CITY Project Manager.

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

35.4 Coordinate and Develop MOT Plans for Field Investigation

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

35.5 Drilling Access Permits

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

35.22 Final Report

The Final Roadway Report shall include the following:

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

36 PROJECT REQUIREMENTS

36.2 Key Personnel

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

36.3 Progress Reporting

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

36.4 Correspondence

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

36.5 Professional Endorsement

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

36.6 Computer Automation

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

36.7 Coordination with Other Consultants

The CONSULTANT is to coordinate his work with any and all adjacent and integral consultants so as to effect complete and homogenous plans and specifications for the project(s) described herein.

37 COMPENSATION

For performing the Services identified within this Scope of Services, the CITY shall pay the CONSULTANT the Upset Limit amount of \$147,461.96 in accordance with Exhibit "B-B" of this contract.

Exhibit B-B

Contract Number : 13-D-27

Palm Avenue from North Boulevard to Nebraska Avenue

Task Description	Sam Schwartz Engineering, D.P.C.	Catalano Engineering	Irrigation Control Design	Local Public Agency Solutions	MC Squared	Miovision	Northwest Engineering, Inc.	Phil Graham Landscape Architecture	TOTAL
Project Common And General Tasks	\$17,990			\$3,600					\$21,590
Roadway Design	\$34,260								\$34,260
Utilities	\$4,130								\$4,130
Environmental Permits	\$1,950								\$1,950
Signing and Marking Plans	\$19,100								\$19,100
Miscellaneous Sturctures		\$3,900							\$3,900
Signal Plans	\$28,900					\$5,000			\$33,900
Landscape Architecture			\$900					\$7,361	\$8,261
Survey							\$15,690		\$15,690
Geotechnical					\$4,681				\$4,681
TOTAL	\$106,330	\$3,900	\$900	\$3,600	\$4,681	\$5,000	\$15,690	\$7,361	\$147,462



Page 3 of 4DMI – Solicited/Utilized
City of Tampa –DMI Schedule of Sub-(Contractors/Consultants/Suppliers) to be Utilized
(FORM MBD-20)

Contract No.: RFQ 13-D-00027 Contract Name: Four Walk-Bike Projects - Design
Contractor Name: Sam Schwartz Engineering, DPC, PA Address: 2709 N. Rocky Point Dr. Suite 104, Tampa, FL 33607
Federal ID: 46-1885050 Phone: 813-289-7771 Fax: 813-289-7775 Email: jtrim@samschwartz.com

[] See attached documents.
[] No Subcontracting (of any kind) will be performed on this contract.

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

This DMI Schedule Must Be Submitted with the Bid or Proposal (Do Not Modify This Form)

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

Table with 6 columns: S/W, Company Name, Address, Phone & Fax, Type of Ownership, Trade Services, or Materials, Amount of Quote, Letter of Intent if available, Percent of Scope/Contract %

Total Subcontract/Supplier Utilization \$ 5,900
Total SLBE Utilization \$ 11,261
Total WMBE Utilization \$ 23,971
Percent SLBE Utilization of Total Bid/Proposal Amt. 8 % Percent WMBE Utilization of Total Bid/Proposal Amt. 16 %

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this contract. This form must be completed and submitted with the bid or proposal. Modifying or failing to sign DMI forms may result in Non-Complianceand/or deemed non-responsive.

Signed: Jeffrey D. Trim Name/Title: Executive Vice President Date: March 4, 2014
MBD 20 rev. 02/01/13 Note: Detailed Instructions for completing this form are on the next page.

EXHIBIT A-C

SCOPE OF SERVICES

FOR

RFQ – 13 – D – 00027; FOUR WALK BIKE PROJECTS

FINANCIAL PROJECT ID(S). 432717

Willow Avenue from Swann Avenue to Main Street

City of Tampa

1	PURPOSE	3
2	PROJECT DESCRIPTION.....	3
3	PROJECT COMMON AND PROJECT GENERAL TASKS.....	10
4	ROADWAY ANALYSIS	13
5	ROADWAY PLANS	14
6	DRAINAGE ANALYSIS	15
7	UTILITIES.....	15
8	ENVIRONMENTAL PERMITS, COMPLIANCE AND CLEARANCES	17
9	STRUCTURES - SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS	18
18	STRUCTURES – MISCELLANEOUS	19
19	SIGNING AND PAVEMENT MARKING ANALYSIS.....	19
20	SIGNING AND PAVEMENT MARKING PLANS.....	19
21	SIGNALIZATION ANALYSIS	20
22	SIGNALIZATION PLANS	21
27	SURVEY.....	22
35	GEOTECHNICAL.....	24
36	PROJECT REQUIREMENTS	26
37	COMPENSATION.....	27

SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES

Financial Project ID: **432717**

Description: ***Willow Avenue from Swann Ave to Main Street***

1 PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and the CITY in connection with the design and preparation of a complete set of construction contract documents and incidental engineering services, as necessary, for improvements to the transportation facility described herein.

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 CONSULTANT shall be fully responsible for all work performed and work products developed under this Scope of Services. The CITY may provide job-specific information and/or functions as outlined in this contract, if favorable.

2 PROJECT DESCRIPTION

The CONSULTANT shall investigate the status of the project and become familiar with concepts and commitments (typical sections, alignments, etc.) developed from the City of Tampa Walk-Bike Plan Phase I-Final Report. The CONSULTANT shall use the approved concepts as a basis for the design unless otherwise directed by the CITY.

Willow Ave shared lanes, bike lanes & sidewalk improvement corridor

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

Public Involvement: ***Three public meetings with one meeting near the 30% completion stage and one separate Public Meeting for each neighborhood north and south of Kennedy Blvd to review plans near the 60% completion stage.***

Specification Package Preparation: ***Preparation of specifications for construction documents.***

Plan Type: ***Roadway Plans***

Typical Section: ***Three typical sections for Willow Avenue between Platt St & Cleveland St, Cleveland St & Kennedy Blvd, and Cass St to Cypress St.*** (1) Platt St to Cleveland – Roadway resurfacing with lane reconfiguration & bike lanes (2) Cleveland St to Kennedy Blvd – Roadway restriping to provide bike lanes. (3) Cass

St to Cypress St – Construction of sidewalk along east side that requires gravity wall to accommodate ADA requirements due to grade differentials.

Major Intersections/Interchanges: **Intersection detail sheet for Willow Ave and Cass Street.**

Roadway Alternative Analysis: *Evaluation of sidewalk construction along the east side of Willow Ave between Cass & Cypress Streets due to conflicting utilities and grade differentials between roadway curb and existing r/w that will require gravity wall construction.*

Back of Sidewalk Profiles: *Construction of sidewalk along Willow between Cass & Cypress Streets will require back of sidewalk profile to establish proposed gravity wall height required.*

2.2 Drainage (Activity 6)

Existing inlets and receiving pipe analysis for the new sidewalk construction from Cass to Cypress.

2.3 Utilities Coordination (Activity 7)

The CONSULTANT 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 CONSULTANT should coordinate with CITY personnel to coordinate transmittals to Utility Companies and meet production schedules.

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

City water, City sewer, City reclaimed water, Power, Gas, Telephone, Cable TV

2.4 Environmental Permits, Compliances, and Clearances (Activity 8)

Expected permit is an exemption from the Southwest Florida Water Management District.

2.5 Structures (Activities 9 – 18)

Miscellaneous: *Mast Arm Signals*

2.6 Signing and Pavement Markings (Activities 19 & 20)

Lane share markings and signage along Willow Avenue from Swann Ave to Platt Street and Kennedy Boulevard to Main Street. Lane reconfiguration and re-striping of Willow Avenue between Platt Street and Cleveland Street. Re-striping of Willow Avenue between Cleveland Street and Kennedy Blvd to include bike lanes.

2.7 Signalization (Activities 21 & 22)

Intersections: Replace existing strain pole signal with mast arms (2) at Willow Ave & Platt Street. Replace dedicated single left turn lane signal with dual left turn signals for SB Willow Ave to EB Platt Street. Update loop system for SB Willow Ave.

2.10 Survey (Activity 27)

Design Survey: *Willow Avenue survey from Platt Street to Cleveland Street (full r/w); Cass Street to Cypress Street (east r/w); Nassau Street to Arch Street (west r/w); and LaSalle Street to I-275 (west r/w).*

Subsurface Utility: *Subsurface utility evaluation for two (2) mast arm locations at Willow & Platt intersection*

Right of Way Survey: Right-of-way to be surveyed in field and shown on plans on the side the new sidewalk is located.

2.17 Geotechnical (Activity 35)

The Consultant will perform geotechnical investigation related to two (2) SPT 20-borings for mast arm locations and two (2) pavement cores near Platt & Cleveland Streets on Willow Avenue to confirm existing pavement section to be milled and resurfaced.

2.18 Project Schedule

Within ten (10) days after the Notice-To-Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall provide a detailed project activity/event schedule for CITY and CONSULTANT scheduled activities required to meet the current CITY Production Date. The schedule shall be accompanied by an anticipated payout and fiscal progress curve. For the purpose of scheduling, the CONSULTANT shall allow for a **three** week review time for each phase submittal and any other submittals as appropriate.

The schedule shall indicate all required submittals.

The schedule for completion for these services is estimated to be twelve (12) months from Notice to Proceed.

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

The approved schedule and schedule status report, along with progress and payout curves, shall be submitted with the monthly progress report.

2.19 Submittals

The CONSULTANT shall furnish construction contract documents as required by the CITY to adequately control, coordinate, and approve the work concepts. The CONSULTANT shall provide PDF digital files of the plans and documents at the completion of each phase as listed below. The CITY will determine the specific number of hard copies required prior to each submittal. Hard copy sets shall be in 11"x17" format at 1"=40' scale.

Concept Plan
60% Submittal
100% Submittal
Final Submittal

At the Final Phase submittal, the CONSULTANT shall provide electronic CADD files in the most current version of AutoCad being used by the City.

2.20 Provisions for Work

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

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

- FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System
- FDOT Flexible Pavement Design Manual
- FDOT Handbook for Preparation of Specifications Package
- FDOT Instructions for Design Standards
- FDOT Instructions for Structures Related Design Standards
- FDOT Local Agency Program (LAP) Manual
- FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (“Florida Greenbook”)
- FDOT Materials Manual
- FDOT Pavement Type Selection Manual
- FDOT Plans Preparation Manual
- FDOT Procedures and Policies
- FDOT Project Development and Environmental Manual
- FDOT Project Traffic Forecasting Handbook
- FDOT Public Involvement Handbook
- FDOT Rigid Pavement Design Manual
- FDOT Standard Specifications for Road and Bridge Construction
- FDOT Utility Accommodation Manual
- FHWA - Manual on Uniform Traffic Control Devices (MUTCD)
- FHWA - NCHRP Report 672, Roundabouts: An Informational Guide
- FHWA Roadway Construction Noise Model (RCNM) and Guideline Handbook
- Florida Fish and Wildlife Conservation Commission - Standard Manatee Construction Conditions 2005
- Florida Statutes (F.S.)
- Florida’s Level of Service Standards and Guidelines Manual for Planning
- Model Guide Specifications – Asbestos Abatement and Management in Buildings, National Institute for Building Sciences (NIBS)
- Quality Assurance Guidelines
- Safety Standards
- Any special instructions from the CITY
- Roadway
 - FDOT – Florida Intersection Design Guide
 - FDOT - Project Traffic Forecasting Handbook
 - FDOT - Quality/Level of Service Handbook
 - Florida’s Level of Service Standards and Highway Capacity Analysis for the SHS
 - Transportation Research Board (TRB) - Highway Capacity Manual
- Permits
 - Chapter 373, F.S. – Water Resources
 - US Fish and Wildlife Service Endangered Species Programs
 - Florida Fish and Wildlife Conservation Commission Protected Wildlife Permits
 - Bridge Permit Application Guide, COMDTPUB P16591.3C

- Building Permit
- Drainage
 - FDOT Bridge Hydraulics Handbook
 - FDOT Culvert Handbook
 - FDOT Drainage Manual
 - FDOT Erosion and Sediment Control Manual
 - FDOT Exfiltration Handbook
 - FDOT Hydrology Handbook
 - FDOT Open Channel Handbook
 - FDOT Optional Pipe Materials Handbook
 - FDOT Storm Drain Handbook
 - FDOT Stormwater Management Facility Handbook
 - FDOT Temporary Drainage Handbook
- Survey and Mapping
 - All applicable Florida Statutes and Administrative Codes
 - Applicable Rules, Guidelines Codes and authorities of other Municipal, County, State and Federal Agencies.
 - FDOT Aerial Surveying Standards for Transportation Projects Topic 550-020-002
 - FDOT Right of Way Mapping Handbook
 - FDOT Surveying Procedure Topic 550-030-101
 - Florida Department of Transportation Right of Way Procedures Manual
 - Florida Department of Transportation Surveying Handbook
 - Right of Way Mapping Procedure 550-030-015
- Traffic Engineering and Operations and ITS
 - AASHTO - An Information Guide for Highway Lighting
 - AASHTO - Guide for Development of Bicycle Facilities
 - FHWA Standard Highway Signs Manual
 - FDOT - Florida Roundabout Guide
 - FDOT Manual on Uniform Traffic Studies (MUTS)
 - FDOT Median Handbook
 - FDOT Traffic Engineering Manual
 - Minimum Specifications for Traffic Control Signal Devices
 - National Electric Safety Code
 - National Electrical Code
- Structures
 - AASHTO Load and Resistance Factor Design (LRFD) Bridge Design Specifications and Interims
 - AASHTO LRFD Movable Highway Bridge Design Specifications and Interims
 - AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, and Interims.

- AASHTO/-AWS-D1. 5M/D1.5: An American National Standard Bridge Welding Code
- AASHTO Guide Specifications for Structural Design of Sound Barriers
- AASHTO Manual for Condition Evaluation and Load and Resistance Factor Rating (LRFR) of Highway Bridges
- FDOT Structures Manual
- FDOT Structures Design Office Temporary Design Bulletins (available on FDOT Structures web site only)
- FDOT Preferred Details (available on FDOT Structures web site only)
- Geotechnical
 - FHWA Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Specifications
 - Manual of Florida Sampling and Testing Methods
 - Soils and Foundation Handbook
- Landscape Architecture
 - Florida Department of Agriculture and Consumer Services Grades and Standards for Nursery Plants

2.21 Services to be Performed by the CITY when appropriate and /or available, the CITY will provide project data including:

- Numbers for field books.
- Preliminary Horizontal Network Control.
- Access for the CONSULTANT to utilize the CITY's Information Technology Resources.
- All CITY agreements with Utility Agency Owner (UAO).
- All certifications necessary for project letting.
- All information that may come to the CITY pertaining to future improvements.
- All future information that may come to the CITY during the term of the CONSULTANT's Agreement, which in the opinion of the CITY is necessary for the prosecution of the work.
- Available traffic and planning data.
- All approved utility relocations.
- Any necessary title searches.
- Engineering standards review services.
- All available information in the possession of the CITY pertaining to utility companies whose facilities may be affected by the proposed construction.
- All future information that may come to the CITY pertaining to subdivision plans so that the CONSULTANT may take advantage of additional areas that can be utilized as part of the existing right of way.
- Systems traffic for Projected Design Year, with K, D, and T factors.
- Existing right of way maps.
- Existing cross slope data the project.
- Existing pavement evaluation report for the project.

- Design Reports
- Letters of authorization designating the CONSULTANT as an agent of the CITY in accordance with F.S. 337.274.
- Phase reviews of plans and engineering documents.
- Regarding Environmental Permitting Services:
 - Approved Permit Document when available.
 - Approval of all contacts with environmental agencies.
 - General philosophies and guidelines of the CITY to be used in the fulfillment of this contract. Objectives, constraints, budgetary limitations, and time constraints will be completely defined by the Project Manager.
 - Appropriate signatures on application forms.

3 PROJECT COMMON AND PROJECT GENERAL TASKS

Project Common Tasks

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

Cost Estimates: The CONSULTANT 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. A Summary of Pay Items sheet shall be prepared with all required Phase II, III, and IV Plans submittals.

Technical Special Provisions: The CONSULTANT shall provide Technical Special Provisions for all items of work not covered by the Standard Specifications for Road and Bridge Construction and the workbook of implemented modifications.

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

The Technical Special Provisions shall be technical in nature and shall provide a description of work, materials, equipment and specific requirements, method of measurement and basis of payment. Proposed Technical Special Provisions will be submitted to the FDOT District Specifications Office for initial review at the time of the Phase III plans review submission to the CITY's Project Manager. This timing will allow for adequate processing time prior to final submittal. The Technical Special Provisions will be reviewed for suitability in accordance with the Handbook for Preparation of Specification Packages. The FDOT District Specifications Office will forward the Technical Special Provisions to the FDOT District Legal Office for their review and comment. All comments will be returned to the

CONSULTANT for correction and resolution. Final Technical Special Provisions shall be electronically signed and sealed in accordance with applicable Florida Statutes.

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

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

Technical Meetings: The CONSULTANT shall attend all technical meetings necessary to execute the Scope of Services of this contract. This includes meetings with CITY and/or Agency staff, between disciplines and subconsultants, such as access management meetings, pavement design meetings, local governments, railroads, airports, progress review meetings (phase review), and miscellaneous meetings. The CONSULTANT 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.

Quality Assurance/Quality Control: It is the intention of the CITY that design CONSULTANTS, including their subconsultant(s), are held responsible for their work, including plans review. Detailed checking of CONSULTANT plans or assisting in designing portions of the project for the CONSULTANT is not the intent of having external design consultants. The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans follow the plan preparation procedures outlined in the Plans Preparation Manual, that state and federal design criteria are followed with the CITY concept, and that the CONSULTANT submittals are complete. All subconsultant document submittals shall be submitted by the subconsultant directly to the CONSULTANT for their independent Quality Assurance/Quality Control review and subsequent submittal to the CITY.

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

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT and their subconsultant(s) under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract. The CONSULTANT 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, and it may be one utilized by the CONSULTANT as part of their normal operation or it may be one specifically designed for this project. The CONSULTANT shall submit a Quality Control Plan for approval within

twenty (20) business days of the written Notice to Proceed and it shall be signed by the CONSULTANT's Project Manager and the CONSULTANT QC Manager. The Quality Control Plan shall include the names of the CONSULTANT'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, surveys, etc.) and a written resolution of comments on a point-by-point basis will be required, if requested by the CITY, with each phase submittal. The responsible Professional Engineer, Landscape Architect, or Professional Surveyor & Mapper that performed the Quality Control review will sign a statement certifying that the review was conducted and found to meet required specifications.

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

Independent Peer Review: Not applicable for this project.

Supervision: The CONSULTANT shall supervise all technical design activities.

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

Project General Tasks

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

3.1.9 Public Meeting Preparations

The CONSULTANT shall prepare the necessary materials for use in public meetings.

The CONSULTANT will investigate potential meeting sites to advise the CITY on their suitability. The CITY will pay all costs for meeting site rents and insurance.

3.1.10 Public Meeting Attendance and Follow-up

The CONSULTANT shall attend public meeting(s), assist with meeting setup and take down. The CONSULTANT 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 CONSULTANT will attend the meetings with an appropriate number of personnel to assist the CITY'S Project Manager.

It is estimated for this project there will be *four* public meetings during the design.

3.3 Specifications Package Preparation

The CONSULTANT shall prepare and provide a specifications package prepared in accordance with the CITY'S requirements. The specifications package shall address all items and areas of work and include any Mandatory Specifications, Modified Special Provisions, and Technical Special Provisions. The CITY will provide the applicable workbook to be used to prepare the specifications package.

3.4 Contract Maintenance and Electronic Document Management System (EDMS)

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

3.6 Prime Consultant Project Manager Meetings

Includes only the Prime Consultant Project Manager's time for travel and attendance at Activity Technical Meetings and other meetings listed in the meeting summary for Task 3.6 on tab 3 Project General Task of the staff hour forms. Staff hours for other personnel attending Activity Technical Meetings are included in the meeting task for that specific Activity.

3.12 Other Project General Tasks

Obtain records and right-of-way data collection.

4 ROADWAY ANALYSIS

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

4.5 Horizontal/Vertical Master Design Files

The CONSULTANT shall design the sidewalk geometrics using the design standards that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, elder road user policy, access management, PD&E documents and scope of work.

4.11 Design Report

The CONSULTANT shall prepare all applicable report(s) as listed in the Project Description section of this scope.

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

The design notes, data, and computations shall be recorded on size 8½"x11" sheets, fully titled, numbered, dated, indexed and signed by the designer and the checker. Computer output forms and other oversized sheets shall be folded to 8½"x11" size. The data shall be in a hardback folder for submittal to the CITY.

4.12 Quantities

The CONSULTANT shall prepare all required summary of quantities sheets. This includes all efforts required to develop accurate quantities and the supporting documentation, including construction days when required.

4.13 Cost Estimate

4.16 Field Reviews

4.18 Quality Assurance/Quality Control

4.20 Supervision

4.21 Coordination

5 ROADWAY PLANS

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

5.1 Key Sheet

5.2 Summary of Pay Items Including Quantity Input

5.4 Typical Section Sheets

5.4.1 Typical Sections

5.4.2 Typical Section Details

5.5 General Notes/Pay Item Notes

5.6 Summary of Quantities

5.12 Plan/Profile Sheet

- 5.14 Plan Sheet**
- 5.19 Intersection Layout Details**
- 5.33 Utility Adjustment Sheets**
- 5.35 Erosion Control Plan**
- 5.36 SWPPP**
- 5.40 Quality Assurance/Quality Control**
- 5.41 Supervision**

6 DRAINAGE ANALYSIS

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

The CONSULTANT 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 CONSULTANT 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:

6.8 Design of Storm Drains

Existing inlets and receiving pipe analysis for the new sidewalk construction from Cass to Cypress.

7 UTILITIES

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

7.2 Identify Existing UAO(s)

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

7.3 Make Utility Contacts

First Contact: The CONSULTANT shall send letters and two sets of plans to each utility, one set for the utility office, and one set to the CITY Offices. 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 UAO requests for reimbursement to CITY for a legal opinion. Include the meeting schedule (if applicable) and the design schedule. Include typical meeting agenda. If scheduling a meeting, give 4 weeks advance notice.

Second Contact: At a minimum of 4 weeks prior to the meeting, the CONSULTANT shall transmit two complete sets of Phase II plans and the Utility Conflict Matrix (when applicable) to each UAO having facilities located within the project limits, and one set to the CITY Offices.

Third Contact: Identify agreements and assemble packages. The Consultant shall send agreements, letters, the Utility Conflict Matrix (when applicable) and two sets of plans to the UAO(s) including all component sets, one set for the utility office, one set to construction and maintenance if required. Include the design schedule.

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

The CONSULTANT shall review utility marked plans and data individually as they are received for content. Ensure 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 DUO.

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

The CONSULTANT shall review utility marked up plans and work schedules as they are received for content and coordinate review with the designer. Send color markups and schedules to the appropriate CITY office(s) for review and comment if required by the District. Coordinate with the District for execution. Distribute Executed Final Documents. Prepare Work Order for UAO(s). The CONSULTANT shall coordinate with the DUO the programming of necessary Work Program funds.

7.11 Utility Coordination/Follow-up

The CONSULTANT shall provide utility coordination and follow up. This includes follow-up, interpreting plans, and assisting the UAOs with completion of their work schedules and agreements. Includes phone calls, face-to-face meetings, etc., to motivate and ensure the UAO(s) complete and return the required documents in accordance with the project schedule. Ensure the resolution of all known conflicts. The CONSULTANT 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.

7.15 Contract Plans to UAO(s)

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

7.16 Certification/Close-Out

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

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

OR

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

OR

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

8 ENVIRONMENTAL PERMITS, COMPLIANCE AND CLEARANCES

The CONSULTANT shall notify the CITY Project Manager and other appropriate personnel in advance of all scheduled meetings with the regulatory agencies to allow a CITY representative to attend. The CONSULTANT shall copy in the Project Manager on all permit related correspondence and meetings.

8.5 Complete and Submit All Required Permit Applications

The CONSULTANT shall prepare permit packages as identified in the Project Description section.

The CONSULTANT shall collect all of the data and information necessary to obtain the environmental permits required to construct a project. The CONSULTANT will complete field survey or agency required forms (such as the US Army Corps of Engineers (USACE) "Wetland Determination Data Form – Atlantic and Gulf Coastal Plain Region"; the USACE "Approved Jurisdictional Determination Form"; UMAMs and/or project specific data forms, as required) for use in Permit Applications.

The CONSULTANT shall prepare each permit application for CITY approval in accordance with the rules and/or regulations of the environmental agency responsible for issuing a specific permit and/or authorization to perform work.

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

Local Permits:

SWFWMD exemption

Environmental Clearances, Reevaluations and Technical Support

8.18 Technical Meetings

8.19 Quality Assurance/Quality Control

8.20 Supervision

8.21 Coordination

9 STRUCTURES - SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS

The CONSULTANT shall analyze, design, and develop contract documents for all structures in accordance with applicable provisions as defined in Section 2.19, Provisions for Work. Individual tasks identified in Sections 9 through 18 are defined in the Staff Hour Estimation Handbook and within the provision defined in Section 2.19, Provisions for Work. Contract documents shall display economical solutions for the given conditions.

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

9.10 Field Reviews

9.12 Quality Assurance/Quality Control

9.14 Supervision

9.15 Coordination

18 STRUCTURES – MISCELLANEOUS

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

Mast Arms

18.5 Mast Arms

19 SIGNING AND PAVEMENT MARKING ANALYSIS

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

19.3 Reference and Master Design File

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

19.7 Quantities

19.8 Cost Estimate

19.13 Quality Assurance/Quality Control

19.15 Supervision

19.16 Coordination

20 SIGNING AND PAVEMENT MARKING PLANS

The CONSULTANT 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 includes the following.

20.1 Key Sheet

20.2 Summary of Pay Items Including TRNS*Port Input

20.3 Tabulation of Quantities

20.4 General Notes/Pay Item Notes

20.6 Plan Sheet

20.7 Typical Details

20.14 Quality Assurance/Quality Control

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

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

20.15 Supervision

21 SIGNALIZATION ANALYSIS

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

21.5 Reference and Master Signalization Design File

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

21.7 Overhead Street Name Sign Design

The CONSULTANT shall design Signal Mounted Overhead Street Name signs.

21.8 Pole Elevation Analysis

21.10 Quantities

21.11 Cost Estimate

21.15 Technical Meetings

21.16 Quality Assurance/Quality Control

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

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

21.18 Supervision

21.19 Coordination

22 SIGNALIZATION PLANS

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

22.1 Key Sheet

22.2 Summary of Pay Items Including TRNS*Port Input

22.3 Tabulation of Quantities

22.4 General Notes/Pay Item Notes

22.5 Plan Sheet

22.8 Guide Sign Worksheet

22.10 Special Service Point Details

22.11 Mast Arm/Monotube Tabulation Sheet

22.15 Utility Conflict Sheet

22.17 Quality Assurance/Quality Control

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

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

22.18 Supervision

27 SURVEY

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

Survey shall be in Florida State Plane Coordinate system, NAD 83/90 adjustment horizontal datum, and NAVD 1988 vertical datum. The survey information shall be provided on 11" x 17" sized format at an appropriate scale. Survey data shall also be provided in AutoCAD native format.

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

The survey notes shall include documentation of decisions reached from meetings, telephone conversations or site visits. All like work (such as bench lines, reference points, etc.) shall be recorded contiguously. The CITY may not accept field survey radial locations of section corners, platted subdivision lot and block corners, alignment control points, alignment control reference points and certified section corner references. The CITY may instead require that these points be surveyed by true line, traverse or parallel offset.

27.1 Horizontal Project Control (HPC)

City Surveyor will establish the HPC and VPC.

27.2 Vertical Project Control (VPC)

Recover VPC as established by the CITY Surveyor. Establish secondary control points as necessary to complete project.

27.3 Alignment and/or Existing Right of Way (R/W) Lines

Establish, recover or re-establish project alignment. Also includes analysis and processing of all field collected data, existing maps, and/or reports for identifying

mainline, ramp, offset, or secondary alignments. Depict alignment and/or existing R/W lines (in required format) per CITY R/W Maps, platted or dedicated rights of way.

27.5 Reference Points

Reference Horizontal Project Network Control (HPNC) points, project alignment, vertical control points, section, ¼ section, center of section corners and General Land Office (G.L.O.) corners as required.

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

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

27.7 Planimetric (2D)

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

27.10 Underground Utilities

Designation includes 2-dimensional collection of existing utilities and selected 3-dimensional verification as needed for designation. Location includes non-destructive excavation to determine size, type and location of existing utility, as necessary for final 3-dimensional verification. Survey includes collection of data on points as needed for designates and locates. Includes analysis and processing of all field collected data, and delivery of all appropriate electronic files.

27.12 Drainage Survey

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

27.33 Quality Assurance/Quality Control(QA/QC)

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

27.34 Supervision

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

27.35 Coordination

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

35 GEOTECHNICAL

The CONSULTANT shall, for each project, be responsible for a complete geotechnical investigation. All work performed by the CONSULTANT shall be in accordance with CITY standards, or as otherwise directed by the CITY's Geotechnical Engineer or representative. The CITY's Geotechnical Engineer will make interpretations and changes regarding geotechnical standards, policies and procedures and provide guidance to the CONSULTANT.

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

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

35.1 Document Collection and Review

CONSULTANT will 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, CONSULTANT shall review U.S.G.S., S.C.S. and potentiometric maps, and identify areas with problematic soil and groundwater conditions.

Roadway

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

of Phase IV plans. Rock cores shall be retained as directed in writing by the CITY Project Manager.

Obtain pavement cores as directed in writing by the CITY Project Manager.

If required by the CITY Project Manager, a preliminary roadway exploration shall be performed before the Phase I plans submittal. The preliminary roadway exploration will 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 Project Manager.

CONSULTANT shall perform specialized field-testing as required by project needs and as directed in writing by the CITY Project Manager.

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

35.2 Develop Detailed Boring Location Plan

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

For two SPT's and two pavement cores.

35.3 Stake Borings/Utility Clearance

Stake borings and obtain utility clearance.

35.4 Coordinate and Develop MOT Plans for Field Investigation

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

35.5 Drilling Access Permits

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

35.9 Coordination of Field Work

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

35.10 Soil and Rock Classification – Roadway

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

35.12 Laboratory Data

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

35.13 Seasonal High Water Table

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

35.22 Final Report

The Final Roadway Report shall include the following:

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

35.24 SPT Boring Drafting

Draft SPT borings as directed by the CITY.

36 PROJECT REQUIREMENTS

36.2 Key Personnel

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

36.3 Progress Reporting

The CONSULTANT shall meet with the CITY as required and shall provide a written monthly progress report with approved schedule, schedule status, and payout curve or by using the earned value method that describe the work performed on each

task. The report will include assessing project risk through monthly documentation of identifying and updating the risk category and approach for monitoring those tasks. Invoices shall be submitted after the CITY approves the monthly progress report and the payout curve or with earned value analysis. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

36.4 Correspondence

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

36.5 Professional Endorsement

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

36.6 Computer Automation

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

36.7 Coordination with Other Consultants

The CONSULTANT is to coordinate his work with any and all adjacent and integral consultants so as to effect complete and homogenous plans and specifications for the project(s) described herein.

37 COMPENSATION

For performing the Services identified within this Scope of Services, the CITY shall pay the CONSULTANT the Upset Limit amount of \$110,448.53 in accordance with Exhibit "B-C" of this contract.

Exhibit B-C

Contract Number : 13-D-27

Willow Avenue from Swann Avenue to Main Street

Task Description	Sam Schwartz Engineering, D.P.C.	Catalano Engineering	Geomasters	Local Public Agency Solutions	MC Squared	Northwest Engineering, Inc.	TOTAL
Project Common And General Tasks	\$12,990			\$3,800			\$16,790
Roadway Design	\$37,805						\$37,805
Drainage Design	\$1,020						\$1,020
Utilities	\$5,420						\$5,420
Environmental Permits	\$2,040						\$2,040
Signing and Marking Plans	\$11,740						\$11,740
Miscellaneous Structures		\$3,646					\$3,646
Signal Plans	\$14,550						\$14,550
Survey			\$3,600			\$6,825	\$10,425
Geotechnical					\$7,012		\$7,012
TOTAL	\$85,565	\$3,646	\$3,600	\$3,800	\$7,012	\$6,825	\$110,448



Page 3 of 4DMI – Solicited/Utilized
City of Tampa –DMI Schedule of Sub-(Contractors/Consultants/Suppliers) to be Utilized
(FORM MBD-20)

Contract No.: RFQ 13-D-00027 Contract Name: Four Walk-Bike Projects - Design
Contractor Name: Sam Schwartz Engineering, DPC, PA Address: 2709 N. Rocky Point Dr. Suite 104, Tampa, FL 33607
Federal ID: 46-1885050 Phone: 813-289-7771 Fax: 813-289-7775 Email: jtrim@samschwartz.com

[] See attached documents.
[] No Subcontracting (of any kind) will be performed on this contract.

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

This DMI Schedule Must Be Submitted with the Bid or Proposal (Do Not Modify This Form)

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

Table with 6 columns: S/W, Company Name, Address, Phone & Fax, Type of Ownership, Trade Services or Materials, NIGP Code, Amount of Quote, Letter of Intent, Percent of Scope/Contract %

Total Subcontract/Supplier Utilization \$
Total SLBE Utilization \$ 3,646
Total WMBE Utilization \$ 21,237

Percent SLBE Utilization of Total Bid/Proposal Amt. 3 % Percent WMBE Utilization of Total Bid/Proposal Amt. 19 %

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this contract. This form must be completed and submitted with the bid or proposal. Modifying or failing to sign DMI forms may result in Non-Complianceand/or deemed non-responsive.

Signed: Jeffrey D. Trim Name/Title: Executive Vice President Date: March 4, 2014
MBD 20 rev. 02/01/13 Note: Detailed Instructions for completing this form are on the next page.

EXHIBIT A-D

SCOPE OF SERVICES

FOR

RFQ – 13 – D – 00027; FOUR WALK – BIKE PROJECTS – DESIGN

FINANCIAL PROJECT ID(S). 432714

Bougainvillea Avenue from 30th Street to 46th Street

City of Tampa

1	PURPOSE	3
2	PROJECT DESCRIPTION.....	3
3	PROJECT COMMON AND PROJECT GENERAL TASKS.....	9
4	ROADWAY ANALYSIS	13
5	ROADWAY PLANS	14
6	DRAINAGE ANALYSIS	14
7	UTILITIES.....	15
8	ENVIRONMENTAL PERMITS, COMPLIANCE AND CLEARANCES	17
19	SIGNING AND PAVEMENT MARKING ANALYSIS.....	17
20	SIGNING AND PAVEMENT MARKING PLANS.....	18
27	SURVEY.....	19
36	PROJECT REQUIREMENTS	21
37	COMPENSATION.....	22

SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES

Financial Project ID: **432715**

Description: ***Bougainvillea Avenue from 30th Street to 46th Street***

1 PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and the CITY in connection with the design and preparation of a complete set of construction contract documents and incidental engineering services, as necessary, for improvements to the transportation facility described herein.

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 CONSULTANT shall be fully responsible for all work performed and work products developed under this Scope of Services. The CITY may provide job-specific information and/or functions as outlined in this contract, if favorable.

2 PROJECT DESCRIPTION

The CONSULTANT shall investigate the status of the project and become familiar with concepts and commitments (typical sections, alignments, etc.) developed from the City of Tampa Walk-Bike Plan Phase I-Final Report. The CONSULTANT shall use the approved concepts as a basis for the design unless otherwise directed by the CITY.

Bougainvillea Shared Use Path Corridor

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

Public Involvement: ***One Public Meeting to review plans near the 60% completion stage.***

Specification Package Preparation: ***Preparation of specifications for construction documents.***

Plan Type: ***Roadway Plans***

Typical Section: ***Three typical sections for Bougainvillea West, Bougainvillea Middle and Bougainvillea East.*** (1) Bougainvillea West - Construction of a shared use path by constructing a new 10 foot shared use path on the south side from 30th Street to University Center Drive and constructing a new sidewalk on the north side from 30th Street to University Center Drive. (2) Bougainvillea Middle – Construction of a shared use path by constructing a new 10 foot shared use path on the south side from University Center Drive to McKinley Drive. (3) Bougainvillea East – Construction of a shared use path by widening the existing sidewalk or constructing a new 10 foot shared use path where the existing

sidewalk is on the south side from McKinley Drive to 46th Street.

Major Intersections/Interchanges: ***Intersection detail sheets for Bougainvillea at 30th Street, McKinley Drive and 46th Street.***

Roadway Alternative Analysis: ***Comparison of sidewalk widening to a 10 foot shared use path or construction of a new 10 foot shared use path for Bougainvillea from McKinley Drive to 46th Street.***

2.2 Drainage (Activity 6)

System Type: Evaluation of existing storm sewer inlets and pipes for accepting additional impervious due to widening the existing sidewalk to a shared use path.

2.3 Utilities Coordination (Activity 7)

The CONSULTANT 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 CONSULTANT should coordinate with CITY personnel to coordinate transmittals to Utility Companies and meet production schedules.

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

City water, City sewer, City reclaimed water, Power, Gas, Telephone, Cable TV

2.4 Environmental Permits, Compliances, and Clearances (Activity 8)

Expected permit is an exemption from the Southwest Florida Water Management District.

2.6 Signing and Pavement Markings (Activities 19 & 20)

Re-striping of Bougainvillea from 30th Street to University Center Drive. Signing and marking also along the limits of the 10 foot shared use path from 30th Street to 46th Street.

2.10 Survey (Activity 27)

Design Survey: ***Survey from 30th Street to 46th Street.***

Right of Way Survey: Right-of-way to be surveyed in field and shown on plans on the side the shared use path and new sidewalk is located.

2.18 Project Schedule

Within ten (10) days after the Notice-To-Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall provide a detailed project activity/event schedule for CITY and CONSULTANT scheduled activities required to meet the current CITY Production Date. The schedule shall be accompanied by an anticipated payout and fiscal progress curve. For the purpose of scheduling, the CONSULTANT shall allow for a ***three***

week review time for each phase submittal and any other submittals as appropriate.

The schedule shall indicate all required submittals.

The schedule for completion for these services is estimated to be twelve (12) months from the Notice to Proceed.

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

The approved schedule and schedule status report, along with progress and payout curves, shall be submitted with the monthly progress report.

2.19 Submittals

The CONSULTANT shall furnish construction contract documents as required by the CITY to adequately control, coordinate, and approve the work concepts. The CONSULTANT shall provide PDF digital files of the plans and documents at the completion of each phase as listed below. The CITY will determine the specific number of hard copies required prior to each submittal. Hard copy sets shall be in 11"x17" format at 1"=40' scale.

Concept Plan

60% Submittal

100% Submittal

Final Submittal

At the Final Phase submittal, the CONSULTANT shall provide electronic CADD files in the most current version of AutoCad being used by the City.

2.20 Provisions for Work

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

- General
 - Title 29, Part 1910, Standard 1910.1001, Code of Federal Regulations (29 C.F.R. 1910.1001) – Asbestos Standard for Industry, U.S. Occupational Safety and Health Administration (OSHA)
 - 29 C.F.R. 1926.1101 – Asbestos Standard for Construction, OSHA
 - 40 C.F.R. 61, Subpart M - National Emission Standard for Hazardous Air Pollutants (NESHAP), Environmental Protection Agency (EPA)
 - 40 C.F.R. 763, Subpart E – Asbestos-Containing Materials in Schools, EPA
 - 40 C.F.R. 763, Subpart G – Asbestos Worker Protection, EPA
 - ADA Standards for Accessible Design

- AASHTO – A Policy for Geometric Design of Highways and Streets
- AASHTO – Highway Safety Manual
- Rule Chapter 5J-17, F.A.C., Minimum Technical Standards for Professional Surveyors and Mappers
- Chapter 469, Florida Statutes (F.S.) – Asbestos Abatement
- Rule Chapter 62-257, F.A.C., Asbestos Program
- Rule Chapter 62-302, F.A.C., Surface Water Quality Standards
- Code of Federal Regulations (C.F.R.)
- Florida Administrative Codes (F.A.C.)
- Chapters 20, 120, 215, 455, Florida Statutes (F.S.) – Florida Department of Business & Professional Regulations Rules
- Florida Department of Environmental Protection Rules
- FDOT Basis of Estimates Manual
- FDOT CADD Manual
- FDOT CADD Production Criteria Handbook
- FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System
- FDOT Flexible Pavement Design Manual
- FDOT Handbook for Preparation of Specifications Package
- FDOT Instructions for Design Standards
- FDOT Instructions for Structures Related Design Standards
- FDOT Local Agency Program (LAP) Manual
- FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (“Florida Greenbook”)
- FDOT Materials Manual
- FDOT Pavement Type Selection Manual
- FDOT Plans Preparation Manual
- FDOT Procedures and Policies
- FDOT Project Development and Environmental Manual
- FDOT Project Traffic Forecasting Handbook
- FDOT Public Involvement Handbook
- FDOT Rigid Pavement Design Manual
- FDOT Standard Specifications for Road and Bridge Construction
- FDOT Utility Accommodation Manual
- FHWA - Manual on Uniform Traffic Control Devices (MUTCD)
- FHWA - NCHRP Report 672, Roundabouts: An Informational Guide
- FHWA Roadway Construction Noise Model (RCNM) and Guideline Handbook
- Florida Fish and Wildlife Conservation Commission - Standard Manatee Construction Conditions 2005
- Florida Statutes (F.S.)
- Florida’s Level of Service Standards and Guidelines Manual for Planning
- Model Guide Specifications – Asbestos Abatement and Management in Buildings, National Institute for Building Sciences (NIBS)
- Quality Assurance Guidelines
- Safety Standards

- Any special instructions from the CITY
- Roadway
 - FDOT – Florida Intersection Design Guide
 - FDOT - Project Traffic Forecasting Handbook
 - FDOT - Quality/Level of Service Handbook
 - Florida’s Level of Service Standards and Highway Capacity Analysis for the SHS
 - Transportation Research Board (TRB) - Highway Capacity Manual
- Permits
 - Chapter 373, F.S. – Water Resources
 - US Fish and Wildlife Service Endangered Species Programs
 - Florida Fish and Wildlife Conservation Commission Protected Wildlife Permits
 - Bridge Permit Application Guide, COMDTPUB P16591.3C
 - Building Permit
- Drainage
 - FDOT Bridge Hydraulics Handbook
 - FDOT Culvert Handbook
 - FDOT Drainage Manual
 - FDOT Erosion and Sediment Control Manual
 - FDOT Exfiltration Handbook
 - FDOT Hydrology Handbook
 - FDOT Open Channel Handbook
 - FDOT Optional Pipe Materials Handbook
 - FDOT Storm Drain Handbook
 - FDOT Stormwater Management Facility Handbook
 - FDOT Temporary Drainage Handbook
- Survey and Mapping
 - All applicable Florida Statutes and Administrative Codes
 - Applicable Rules, Guidelines Codes and authorities of other Municipal, County, State and Federal Agencies.
 - FDOT Aerial Surveying Standards for Transportation Projects Topic 550-020-002
 - FDOT Right of Way Mapping Handbook
 - FDOT Surveying Procedure Topic 550-030-101
 - Florida Department of Transportation Right of Way Procedures Manual
 - Florida Department of Transportation Surveying Handbook
 - Right of Way Mapping Procedure 550-030-015
- Traffic Engineering and Operations and ITS
 - AASHTO - An Information Guide for Highway Lighting
 - AASHTO - Guide for Development of Bicycle Facilities
 - FHWA Standard Highway Signs Manual

- FDOT - Florida Roundabout Guide
- FDOT Manual on Uniform Traffic Studies (MUTS)
- FDOT Median Handbook
- FDOT Traffic Engineering Manual
- Minimum Specifications for Traffic Control Signal Devices
- National Electric Safety Code
- National Electrical Code
- Structures
 - AASHTO Load and Resistance Factor Design (LRFD) Bridge Design Specifications and Interims
 - AASHTO LRFD Movable Highway Bridge Design Specifications and Interims
 - AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, and Interims.
 - AASHTO/-AWS-D1. 5M/D1.5: An American National Standard Bridge Welding Code
 - AASHTO Guide Specifications for Structural Design of Sound Barriers
 - AASHTO Manual for Condition Evaluation and Load and Resistance Factor Rating (LRFR) of Highway Bridges
 - FDOT Structures Manual
 - FDOT Structures Design Office Temporary Design Bulletins (available on FDOT Structures web site only)
 - FDOT Preferred Details (available on FDOT Structures web site only)
- Geotechnical
 - FHWA Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Specifications
 - Manual of Florida Sampling and Testing Methods
 - Soils and Foundation Handbook
- Landscape Architecture
 - Florida Department of Agriculture and Consumer Services Grades and Standards for Nursery Plants

2.21 Services to be Performed by the CITY when appropriate and /or available, the CITY will provide project data including:

- Numbers for field books.
- Preliminary Horizontal Network Control.
- Access for the CONSULTANT to utilize the CITY's Information Technology Resources.
- All CITY agreements with Utility Agency Owner (UAO).
- All certifications necessary for project letting.
- All information that may come to the CITY pertaining to future improvements.
- All future information that may come to the CITY during the term of the

CONSULTANT's Agreement, which in the opinion of the CITY is necessary for the prosecution of the work.

- Available traffic and planning data.
- All approved utility relocations.
- Any necessary title searches.
- Engineering standards review services.
- All available information in the possession of the CITY pertaining to utility companies whose facilities may be affected by the proposed construction.
- All future information that may come to the CITY pertaining to subdivision plans so that the CONSULTANT may take advantage of additional areas that can be utilized as part of the existing right of way.
- Systems traffic for Projected Design Year, with K, D, and T factors.
- Existing right of way maps.
- Existing cross slope data the project.
- Existing pavement evaluation report for the project.
- Design Reports
- Letters of authorization designating the CONSULTANT as an agent of the CITY in accordance with F.S. 337.274.
- Phase reviews of plans and engineering documents.
- Regarding Environmental Permitting Services:
 - Approved Permit Document when available.
 - Approval of all contacts with environmental agencies.
 - General philosophies and guidelines of the CITY to be used in the fulfillment of this contract. Objectives, constraints, budgetary limitations, and time constraints will be completely defined by the Project Manager.
 - Appropriate signatures on application forms.

3 PROJECT COMMON AND PROJECT GENERAL TASKS

Project Common Tasks

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

Cost Estimates: The CONSULTANT 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. A Summary of Pay Items sheet shall be prepared with all required Phase II, III, and IV Plans submittals.

Technical Special Provisions: The CONSULTANT shall provide Technical Special Provisions for all items of work not covered by the Standard Specifications for Road and Bridge Construction and the workbook of implemented modifications.

A Technical Special Provision shall not modify the first nine sections of the Standard

Specifications and implemented modifications in any way. All modifications to other sections must be justified to the appropriate District Specifications Office to be included in the project's specifications package.

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

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

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

Technical Meetings: The CONSULTANT shall attend all technical meetings necessary to execute the Scope of Services of this contract. This includes meetings with CITY and/or Agency staff, between disciplines and subconsultants, such as access management meetings, pavement design meetings, local governments, railroads, airports, progress review meetings (phase review), and miscellaneous meetings. The CONSULTANT 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.

Quality Assurance/Quality Control: It is the intention of the CITY that design CONSULTANTS, including their subconsultant(s), are held responsible for their work, including plans review. Detailed checking of CONSULTANT plans or assisting in designing portions of the project for the CONSULTANT is not the intent of having external design consultants. The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans follow the plan preparation procedures outlined in the Plans Preparation Manual, that state and federal design criteria are followed with the CITY concept, and that the CONSULTANT submittals are complete. All subconsultant document submittals shall be submitted by the subconsultant directly to the CONSULTANT for their independent Quality Assurance/Quality Control review and subsequent submittal to the CITY.

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

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT and their subconsultant(s) under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract. The CONSULTANT 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, and it may be one utilized by the CONSULTANT as part of their normal operation or it may be one specifically designed for this project. The CONSULTANT shall submit a Quality Control Plan for approval within twenty (20) business days of the written Notice to Proceed and it shall be signed by the CONSULTANT's Project Manager and the CONSULTANT QC Manager. The Quality Control Plan shall include the names of the CONSULTANT'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, surveys, etc.) and a written resolution of comments on a point-by-point basis will be required, if requested by the CITY, with each phase submittal. The responsible Professional Engineer, Landscape Architect, or Professional Surveyor & Mapper that performed the Quality Control review will sign a statement certifying that the review was conducted and found to meet required specifications.

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

Independent Peer Review: Not applicable for this project.

Supervision: The CONSULTANT shall supervise all technical design activities.

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

Project General Tasks

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

3.1.9 Public Meeting Preparations

The CONSULTANT shall prepare the necessary materials for use in public meetings.

The CONSULTANT will investigate potential meeting sites to advise the CITY on their suitability. The CITY will pay all costs for meeting site rents and insurance.

3.1.10 Public Meeting Attendance and Follow-up

The CONSULTANT shall attend public meeting(s), assist with meeting setup and take down. The CONSULTANT 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 CONSULTANT will attend the meetings with an appropriate number of personnel to assist the CITY'S Project Manager.

It is estimated for this project there will be *one* public meeting during the design.

3.3 Specifications Package Preparation

The CONSULTANT shall prepare and provide a specifications package prepared in accordance with the CITY'S requirements. The specifications package shall address all items and areas of work and include any Mandatory Specifications, Modified Special Provisions, and Technical Special Provisions. The CITY will provide the applicable workbook to be used to prepare the specifications package.

3.4 Contract Maintenance and Electronic Document Management System (EDMS)

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

3.6 Prime Consultant Project Manager Meetings

Includes only the Prime Consultant Project Manager's time for travel and attendance at Activity Technical Meetings and other meetings listed in the meeting summary for Task 3.6 on tab 3 Project General Task of the staff hour forms. Staff hours for other personnel attending Activity Technical Meetings are included in the meeting task for that specific Activity.

3.12 Other Project General Tasks

Obtain records and right-of-way data collection.

4 ROADWAY ANALYSIS

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

4.5 Horizontal/Vertical Master Design Files

The CONSULTANT shall design the shared use path geometrics using the design standards that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, elder road user policy, access management, PD&E documents and scope of work.

4.11 Design Report

The CONSULTANT shall prepare all applicable report(s) as listed in the Project Description section of this scope.

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

The design notes, data, and computations shall be recorded on size 8½"x11" sheets, fully titled, numbered, dated, indexed and signed by the designer and the checker. Computer output forms and other oversized sheets shall be folded to 8½"x11" size. The data shall be in a hardback folder for submittal to the CITY.

4.12 Quantities

The CONSULTANT shall prepare all required summary of quantities sheets. This includes all efforts required to develop accurate quantities and the supporting documentation, including construction days when required.

4.13 Cost Estimate

4.14 Technical Special Provisions

4.15 Other Roadway Analysis

4.16 Field Reviews

4.18 Quality Assurance/Quality Control

4.19 Independent Peer Review

4.20 Supervision

4.21 Coordination

5 ROADWAY PLANS

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

- 5.1 Key Sheet**
- 5.2 Summary of Pay Items Including Quantity Input**
- 5.4 Typical Section Sheets**
 - 5.4.1 Typical Sections**
- 5.5 General Notes/Pay Item Notes**
- 5.6 Summary of Quantities**
- 5.12 Plan/Profile Sheet**
- 5.14 Plan Sheet**
- 5.19 Intersection Layout Details**
- 5.20 Special Details**
- 5.22 Miscellaneous Drainage Detail Sheets**
- 5.33 Utility Adjustment Sheets**
- 5.35 Erosion Control Plan**
- 5.36 SWPPP**
- 5.40 Quality Assurance/Quality Control**
- 5.41 Supervision**

6 DRAINAGE ANALYSIS

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

The CONSULTANT 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 CONSULTANT 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:

6.8 Design of Storm Drains

Evaluation of existing storm sewer inlets and pipes for accepting additional impervious due constructing a new sidewalk, constructing a new shared used path and possibly widening the existing sidewalk to a shared use path.

6.20 Quality Assurance/Quality Control

6.22 Supervision

6.23 Coordination

7 UTILITIES

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

7.2 Identify Existing UAO(s)

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

7.3 Make Utility Contacts

First Contact: The CONSULTANT shall send letters and two sets of plans to each utility, one set for the utility office, and one set to the CITY Offices. 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 UAO requests for reimbursement to CITY for a legal opinion. Include the meeting schedule (if applicable) and the design schedule. Include typical meeting agenda. If scheduling a meeting, give 4 weeks advance notice.

Second Contact: At a minimum of 4 weeks prior to the meeting, the CONSULTANT shall transmit two complete sets of Phase II plans and the Utility Conflict Matrix (when applicable) to each UAO having facilities located within the project limits, and one set to the CITY Offices.

Third Contact: Identify agreements and assemble packages. The Consultant shall send agreements, letters, the Utility Conflict Matrix (when applicable) and two sets of plans to the UAO(s) including all component sets, one set for the utility office, one set to construction and maintenance if required. Include the design schedule.

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

The CONSULTANT shall review utility marked plans and data individually as they are received for content. Ensure 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 DUO.

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

The CONSULTANT shall review utility marked up plans and work schedules as they are received for content and coordinate review with the designer. Send color markups and schedules to the appropriate CITY office(s) for review and comment if required by the District. Coordinate with the District for execution. Distribute Executed Final Documents. Prepare Work Order for UAO(s). The CONSULTANT shall coordinate with the DUO the programming of necessary Work Program funds.

7.11 Utility Coordination/Follow-up

The CONSULTANT shall provide utility coordination and follow up. This includes follow-up, interpreting plans, and assisting the UAOs with completion of their work schedules and agreements. Includes phone calls, face-to-face meetings, etc., to motivate and ensure the UAO(s) complete and return the required documents in accordance with the project schedule. Ensure the resolution of all known conflicts. The CONSULTANT 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.

7.15 Contract Plans to UAO(s)

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

7.16 Certification/Close-Out

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

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

OR

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

OR

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

8 ENVIRONMENTAL PERMITS, COMPLIANCE AND CLEARANCES

The CONSULTANT shall notify the CITY Project Manager and other appropriate personnel in advance of all scheduled meetings with the regulatory agencies to allow a CITY representative to attend. The CONSULTANT shall copy in the Project Manager and the Environmental Permit Coordinator on all permit related correspondence and meetings.

8.5 Complete and Submit All Required Permit Applications

The CONSULTANT shall prepare permit packages as identified in the Project Description section.

The CONSULTANT shall collect all of the data and information necessary to obtain the environmental permits required to construct a project. The CONSULTANT will complete field survey or agency required forms (such as the US Army Corps of Engineers (USACE) “Wetland Determination Data Form – Atlantic and Gulf Coastal Plain Region”; the USACE “Approved Jurisdictional Determination Form”; UMAMs and/or project specific data forms, as required) for use in Permit Applications.

The CONSULTANT shall prepare each permit application for CITY approval in accordance with the rules and/or regulations of the environmental agency responsible for issuing a specific permit and/or authorization to perform work.

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

Local Permits:

SWFWMD exemption

Environmental Clearances, Reevaluations and Technical Support

8.18 Technical Meetings

8.19 Quality Assurance/Quality Control

8.20 Supervision

8.21 Coordination

19 SIGNING AND PAVEMENT MARKING ANALYSIS

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

19.3 Reference and Master Design File

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

19.7 Quantities

19.8 Cost Estimate

19.13 Quality Assurance/Quality Control

19.15 Supervision

19.16 Coordination

20 SIGNING AND PAVEMENT MARKING PLANS

The CONSULTANT 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 includes the following.

20.1 Key Sheet

20.2 Summary of Pay Items Including TRNS*Port Input

20.3 Tabulation of Quantities

20.4 General Notes/Pay Item Notes

20.5 Project Layout

20.6 Plan Sheet

20.7 Typical Details

20.14 Quality Assurance/Quality Control

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

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

20.15 Supervision

27 SURVEY

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

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

The survey notes shall include documentation of decisions reached from meetings, telephone conversations or site visits. All like work (such as bench lines, reference points, etc.) shall be recorded contiguously. The CITY may not accept field survey radial locations of section corners, platted subdivision lot and block corners, alignment control points, alignment control reference points and certified section corner references. The CITY may instead require that these points be surveyed by true line, traverse or parallel offset.

27.1 Horizontal Project Control (HPC)

City Surveyor will establish the HPC and VPC.

27.2 Vertical Project Control (VPC)

Recover VPC as established by the CITY Surveyor. Establish secondary control points as necessary to complete project.

27.3 Alignment and/or Existing Right of Way (R/W) Lines

Establish, recover or re-establish project alignment. Also includes analysis and processing of all field collected data, existing maps, and/or reports for identifying mainline, ramp, offset, or secondary alignments. Depict alignment and/or existing R/W lines (in required format) per CITY R/W Maps, platted or dedicated rights of way.

27.5 Reference Points

Reference Horizontal Project Network Control (HPNC) points, project alignment, vertical control points, section, ¼ section, center of section corners and General Land Office (G.L.O.) corners as required.

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

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

27.7 Planimetric (2D)

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

27.10 Underground Utilities

Designation includes 2-dimensional collection of existing utilities and selected 3-dimensional verification as needed for designation. Location includes non-destructive excavation to determine size, type and location of existing utility, as necessary for final 3-dimensional verification. Survey includes collection of data on points as needed for designates and locates. Includes analysis and processing of all field collected data, and delivery of all appropriate electronic files.

27.12 Drainage Survey

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

27.26 Line Cutting

Perform all efforts required to clear vegetation from the line of sight.

27.27 Work Zone Safety

Provide work zone as required by CITY standards.

Supplemental survey days and hours are to be approved in advance by DS or DLS. Refer to tasks of this document, as applicable, to perform surveys not described herein.

27.30 Document Research

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

27.31 Field Review

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

27.32 Technical Meetings

Attend meetings as required and negotiated by the Surveying and Mapping CITY.

27.33 Quality Assurance/Quality Control(QA/QC)

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

27.34 Supervision

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

27.35 Coordination

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

36 PROJECT REQUIREMENTS

36.2 Key Personnel

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

36.3 Progress Reporting

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

36.4 Correspondence

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

36.5 Professional Endorsement

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

36.6 Computer Automation

The project will be developed utilizing Computer Aided Drafting and Design (CADD) systems. The CITY makes available software to help assure quality and conformance with policy and procedures regarding CADD. It is the responsibility of the CONSULTANT to

meet the requirements in the CITY's CADD Manual. The CONSULTANT shall submit final documents and files as described therein.

36.7 Coordination with Other Consultants

The CONSULTANT is to coordinate his work with any and all adjacent and integral consultants so as to effect complete and homogenous plans and specifications for the project(s) described herein.

37 COMPENSATION

For performing the Services identified within this Scope of Services, the CITY shall pay the CONSULTANT the Upset Limit amount of \$97,604.92 in accordance with Exhibit "B-D" of this contract.

Exhibit B-D

Contract Number : 13-D-27

Bougainvillea Avenue from 30th Street to 46th Street

Task Description	Sam Schwartz Engineering, D.P.C.	Local Public Agency Solutions	Northwest Engineering, Inc.	TOTAL
Project Common And General Tasks	\$9,860	\$3,400		\$13,260
Roadway Design	\$47,015			\$47,015
Drainage Design	\$3,480			\$3,480
Utilities	\$4,370			\$4,370
Environmental Permits	\$1,950			\$1,950
Signing and Marking Plans	\$15,030			\$15,030
Survey			\$12,500	\$12,500
TOTAL	\$81,705	\$3,400	\$12,500	\$97,605

City of Tampa

RFQ - 13 - D - 00027; Four Walk - Bike Projects - Design

Project Description	TOTAL
Cypress Street Corridor - From U-Path to West Shore Blvd	\$96,537.84
Palm Avenue - From North Boulevard to Nebraska Avenue	\$147,461.96
Willow Avenue - From Swann Avenue to Main Street	\$110,448.53
Bougainvillea Avenue - From 30th Street to 46th Street	\$97,604.92
TOTAL	\$452,053.25



Page 3 of 4DMI – Solicited/Utilized
City of Tampa –DMI Schedule of Sub-(Contractors/Consultants/Suppliers) to be Utilized
(FORM MBD-20)

Contract No.: RFQ 13-D-00027 Contract Name: Four Walk-Bike Projects - Design
Contractor Name: Sam Schwartz Engineering, DPC, PA Address: 2709 N. Rocky Point Dr. Suite 104, Tampa, FL 33607
Federal ID: 46-1885050 Phone: 813-289-7771 Fax: 813-289-7775 Email: jtrim@samschwartz.com

[] See attached documents.
[] No Subcontracting (of any kind) will be performed on this contract.

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

This DMI Schedule Must Be Submitted with the Bid or Proposal (Do Not Modify This Form)

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

Table with 6 columns: S/W, Company Name, Address, Phone & Fax, Type of Ownership, Trade Services or Materials, NIGP Code, Amount of Quote, Letter of Intent, Percent of Scope/Contract %.

Total Subcontract/Supplier Utilization \$
Total SLBE Utilization \$
Total WMBE Utilization \$ 15,900

Percent SLBE Utilization of Total Bid/Proposal Amt. % Percent WMBE Utilization of Total Bid/Proposal Amt. 16 %

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this contract. This form must be completed and submitted with the bid or proposal. Modifying or failing to sign DMI forms may result in Non-Complianceand/or deemed non-responsive.

Signed: Jeffrey D. Trim Name/Title: Executive Vice President Date: March 4, 2014
MBD 20 rev. 02/01/13 Note: Detailed Instructions for completing this form are on the next page.



Page 1 of 2 -DMI Payment

City of Tampa - DMI Sub-(Contractors/Consultants/Suppliers) Payments
(FORM MBD-30)

[] Partial [] Final

Contract No.: _____ WO#, (if any): _____ Contract Name: _____

Contractor Name: _____ Address: _____

Federal ID: _____ Phone: _____ Fax: _____ Email: _____

GC Pay Period: _____ Payment Request/Invoice Number: _____ City Department: _____

Total Amount Requested for pay period: \$ _____ Total Contract Amount (including change orders): \$ _____

Type of Ownership - (F=Female M=Male), BF BM = African Am., HF HM = Hispanic Am., AF AM = Asian Am., NF NM = Native Am., CF CM = Caucasian S = SLBE

Type	Company Name Address Phone & Fax	Total Sub Contract Or PO Amount	Amount Paid To Date	Amount To Be Paid For This Period
Trade/Work Activity [] Sub [] Supplier Federal ID			Amount Pending Previously Reported	Sub Pay Period Ending Date
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

(Modifying This Form or Failure to Complete and Sign May Result in Non-Compliance)

Certification: I hereby certify that the above information is a true and accurate account of payments to sub - contractors/consultants on this contract.

Signed: _____ Name/Title: _____ Date: _____



Page 2 of 2 – DMI Payment

Instructions for completing The DMI Sub-(Contractors/Consultants/ Suppliers) Payment Form (Form MBD-30)

This form must be submitted with all invoicing or payment requests where there has been subcontracting rendered for the pay period. If applicable, after payment has been made to the subcontractor, “Waiver and Release of Lien upon Progress Payment”, “Affidavit of Contractor in Connection with Final Payment”, or an affidavit of payment must be submitted with the amount paid for the pay period. The following will detail what data is required for this form. The instructions that follow correspond to the headings on the form required to be completed. **(Modifying or omitted information from this form may result in non-compliance).**

- **Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.
- **W.O.#** If the report covers a work order number (W.O.#) for the contract, please indicate it in that space.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business.
- **Address.** The physical address of your business.
- **Federal ID.** A number assigned to a business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **Pay Period.** Provide start and finish dates for pay period. (e.g. 05/01/13 – 05/31/13)
- **Payment Request/Invoice Number.** Provide sequence number for payment requests. (ex. Payment one, write 1 in space, payment three, write 3 in space provided.)
- **City Department.** The City of Tampa department to which the contract pertains.
- **Total Amount Requested for pay period.** Provide all dollars you are expecting to receive for the pay period.
- **Total Contract Amount (including change orders).** Provide expected total contract amount. This includes any change orders that may increase or decrease the original contract amount.
- **Signed/Name/Title/Date.** This is your certification that the information provided on the form is accurate.
- **See attached documents.** Check if you have provided any additional documentation relating to the payment data. Located at the bottom middle of the form.
- **Partial Payment.** Check if the payment period is a partial payment, not a final payment. Located at the top right of the form.
- **Final Payment.** Check if this period is the final payment period. Located at the top right of the form.

The following instructions are for information of any and all subcontractors used for the pay period.

- **(Type) of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business or SLBE.
- **Trade/Work Activity.** Indicate the trade, service, or material provided by the subcontractor.
- **SubContractor/SubConsultant/Supplier.** Please indicate status of firm on this contract.
- **Federal ID.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Total Subcontract Amount.** Provide total amount of subcontract for subcontractor including change orders.
- **Amount Paid To Date.** Indicate all dollars paid to date for the subcontractor.
- **Amount Pending, Previously Reported.** Indicate any amount previously reported that payments are pending.
- **Amount To Be Paid for this Period.** Provide dollar amount of dollars requested for the pay period.
- **Sub Pay Period Ending Date.** Provide date for which subcontractor invoiced performed work.

Forms must be signed and dated or will be considered incomplete. The company authorized representative must sign and certify the information is true and accurate. Failure to sign this document or return the document unsigned can be cause for determining a company is in non-compliance of Ordinance 2008-89.

If any additional information is required or you have any questions, you may call the Minority Business Development Office at (813) 274-5522.

CITY OF TAMPA INSURANCE REQUIREMENTS

During the life of the award/contract the Awardee/Contractor shall provide, pay for, and maintain insurance with companies authorized to do business in Florida, with an A.M. Best rating of B+ (or better) Class VII (or higher), or otherwise be acceptable to the City if not rated by A.M. Best. All insurance shall be from responsible companies duly authorized to do business in the State of Florida.

All commercial general liability insurance policies (and Excess or Umbrella Liability Insurance policies, if applicable) shall provide that the City is an additional insured as to the operations of the Awardee/Contractor under the award/contract including the additional insured endorsement, the subrogation waiver endorsement, and the Severability of Interest Provision. In lieu of the additional named insured requirement, if the Awardee/Contractor's company has a declared existing policy which precludes it from including additional insureds, the City may permit the Contractor to purchase an Owners and Contractors Protective Liability policy. Such policy shall be written in the name of the City at the same limit as is required for General Liability coverage. The policy shall be evidenced on an insurance binder which must be effective from the date of issue until such time as a policy is in existence and shall be submitted to the City in the manner described below as applicable to certificates of insurance.

The insurance coverages and limits required must be evidenced by a properly executed Acord 25 Certificate of Insurance on form or its equivalent. Each Certificate must be personally manually signed by the Authorized Representative of the insurance company shown in the Certificate with proof that he/she is an authorized representative thereof. Thirty days' written notice must be given to the City of any cancellation, intent not to renew, or reduction in the policy coverages, except in the application of the aggregate liability limits provisions. Should any aggregate limit of liability coverage be reduced, it shall be immediately increased back to the limit required by the contract. The insurance coverages required herein are to be primary to any insurance carried by the City or any self-insurance program thereof.

The following coverages are required:

A. Commercial General Liability Insurance shall be provided on the most current Insurance Services Office (ISO) form or its equivalent. This coverage must be provided to cover liability arising from premises and operations, independent contractors, products and completed operations, personal and advertising injury, contractual liability, and XCU exposures (if applicable). Completed operations liability coverage shall be maintained for a minimum of one-year following completion of work. The amount of Commercial General Liability insurance shall not be less than the amount specified.

(a) \$1,000,000 per occurrence and a \$2,000,000 general aggregate for projects valued at \$2,000,000 or less. General aggregate limit for projects over that price shall equal or exceed the price of the project. An Excess or Umbrella Liability insurance policy can be provided to meet the required limit. Risk Management may be contacted for additional information regarding projects of this nature.

B. Automobile Liability Insurance shall be maintained in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. The amount of Automobile Liability Insurance shall not be less than the amount specified.

(a) \$500,000 combined single limit each occurrence bodily injury & property damage- for projects valued at \$100,000 and under

(b) \$1,000,000 combined single limit each occurrence bodily injury & property damage – for projects valued over \$100,000

C. Worker's Compensation and Employer's Liability Insurance shall be provided for all employees engaged in the work under the contract, in accordance with the Florida Statutory Requirements. The amount of the Employer's Liability Insurance shall not be less than:

(a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee – for projects valued at \$100,00 and under

(b) \$1,000,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each –for projects valued over \$100,000

D. Excess Liability Insurance or Umbrella Liability Insurance may compensate for a deficiency in general liability, automobile, or worker's compensation insurance coverage limits. If the Excess or Umbrella policy is being provided as proof of coverage, it must name the City of Tampa as an additional insured (**IF APPLICABLE**).

E. Builder's Risk Insurance, specialized policy designed to cover the property loss exposures that are associated with construction projects. The amount of coverage should not be less than the amount of the project. **(IF APPLICABLE)**.

F. Installation Floater- a builder's risk type policy that covers specific type of property during its installation, is coverage required for highly valued equipment or materials such as compressors, generators, or other machinery that are not covered by the builder's risk policy **(IF APPLICABLE)**.

G. Longshoreman's & Harbor Worker's Compensation Act/Jones Act coverage shall be maintained for work being conducted upon navigable water of the United States. The limit required shall be the same limit as the worker's compensation/employer's liability insurance limit **(IF APPLICABLE)**.

H. Professional Liability shall be maintained against claims of negligence, errors, mistakes, or omissions in the performance of the services to be performed and furnished by the Awaradee/Contractor or any of its subcontractors when it acts as a DESIGN PROFESSIONAL. The amount of coverage shall be no less than amount specified **(IF APPLICABLE)**.

(a) \$1,000,000 per incident and general aggregate. Note all claims made policies must provide the date of retroactive coverage.

The City may waive any or all of the above referenced insurance requirements based on the specific nature of goods or services to be provided under the award/contract.

ADDITIONAL INSURED - The City must be included as an additional insured by on the general and (Excess or Umbrella liability policies) if applicable. Alternatively, the Contractor may purchase a separate owners protective liability policy in the name of the City in the specified amount as indicated in the insurance requirements.

CLAIMS MADE POLICIES - If any liability insurance is issued on a claims made form, Contractor agrees to maintain uninterrupted coverage for a minimum of one year following completion and acceptance of the work either through purchase of an extended reporting provision, or through purchase of successive renewals with a retroactive

date not later than the beginning of performance of work for the City. The retroactive date must be provided for all claims made policies.

CANCELLATION/NON-RENEWAL - Thirty (30) days written notice must be given to the City of any cancellation, intent to non-renew or material reduction in coverages (except aggregate liability limits). However, ten (10) days notice may be given for non-payment of premium. Notice shall be sent to the City of Tampa Department of Public Works, 306 E. Jackson Street, Tampa, FL 33602.

NUMBER OF POLICES - General and other liability insurance may be arranged under single policies for the full amounts required or by a combination of underlying policies with the balance provided by an excess or umbrella liability insurance policy.

WAIVER OF SUBROGATION - Contractor waives all rights against City, its agents, officers, directors and employees for recovery of damages to the extent such damage is covered under the automobile or excess liability policies.

SUBCONTRACTORS - It is the Contractor's responsibility to require all subcontractors to maintain adequate insurance coverage.

PRIMARY POLICIES - The Contractor's insurance is primary to the City's insurance or any self insurance program thereof.

RATING - All insurers shall be authorized to do business in Florida, and shall have an A.M. Best rating of B+ (or better), Class VII (or higher), or otherwise be acceptable to the City if not rated by A.M. Best.

DEDUCTIBLES - The Contractor is responsible for all deductibles. In the event of loss which would have been covered but for the presence of a deductible, the City may withhold from payment to Contractor an amount equal to the deductible to cover such loss should full recovery not be obtained under the insurance policy.

INSURANCE ADJUSTMENTS - These insurance requirements may be increased, reduced, or waived at the City's sole option with an appropriate adjustment to the Contract price.

Document updated on 12/22/2009 by RLD (Risk Management)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/07/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Amerisc/USI - Commercial Lines 333 Earle Ovington Blvd., Suite 800 Uniondale, NY 11553	CONTACT NAME: PHONE (A/C, No, Ext): 516 419-4000		FAX (A/C, No): 877 727-5171
	E-MAIL ADDRESS:		
INSURED Sam Schwartz Engineering, DPC Attn: Richard Wilner 611 Broadway, Suite 415 New York, NY 10012	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Burlington Insurance Company		23620
	INSURER B : Scottsdale Insurance Company		41297
	INSURER C : Technology Insurance		42376
	INSURER D : Sentinel Insurance Company Ltd.		11000
	INSURER E :		
INSURER F :			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY	Y	Y	HGL0036638	11/30/2013	11/30/2014	EACH OCCURRENCE	\$1,000,000		
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000		
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$EXCLUDED		
							PERSONAL & ADV INJURY	\$1,000,000		
							GENERAL AGGREGATE	\$2,000,000		
							PRODUCTS - COMP/OP AGG	\$2,000,000		
							Deductible	\$5,000		
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC								
D	AUTOMOBILE LIABILITY	Y	Y	12UECNV0654	01/10/2014	01/10/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000		
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$		
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$		
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$		
	<input type="checkbox"/> SCHEDULED AUTOS							\$		
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	N	Y	NXS0000643	11/30/2013	11/30/2014	EACH OCCURRENCE	\$5,000,000		
	<input checked="" type="checkbox"/> EXCESS LIAB								AGGREGATE	\$5,000,000
	<input type="checkbox"/> CLAIMS-MADE									\$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>									
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	TWC3389561	12/05/2013	12/05/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						Y/N		E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						N		E.L. DISEASE - EA EMPLOYEE	\$1,000,000
									E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Project: 13-D-00027, Four Walk-Bike Projects - Design.
 This Certificate is issued in respects to above referenced.


CERTIFICATE HOLDER City of Tampa, Florida c/o Contract Administration Department; 306 E. Jackson Street #280A4N Tampa, FL 33602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Exhibit E

FHWA/FDOT Supplemental Provisions & Forms

E-Verify.

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons employed by the Contractor during the term of the Contract to perform employment duties within Florida and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the Department.

Participation by Disadvantaged Business Enterprises(DBEs):

The Consultant shall agree to abide by the statements which follow. These statements shall be included in all subsequent agreements between the Consultant and any sub-consultant or contractor.

Contract Assurance (49 CFR part 2S.13(b))

The consultant must ensure that the following clause is placed in every DOT-assisted subcontract:

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of USDOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

Assurance (49 CFR part 2S.13(a))

{Recipient} shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps und under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement.

Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the {Recipient} of its failure to carry out its approved program, the Department may impose sanction as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Department's DBE Program is a race neutral program which means that we expect to achieve our DBE goal through the normal competitive bid process. The Department's DBE goal is adjusted annually for the federal fiscal year. The current goal is 8.6%. In order to comply with the provisions of 49 CFR part26, the Consultant also agrees to the following:

- Bid Opportunity List (Form 275-030-10): The Consultant shall submit the Bid Opportunity List with all Requests for Proposals.
- Anticipated DBE Participation Statement (Form 375-030-21): The Consultant

shall submit the Anticipated DBE Participation Statement with all Requests for Proposals.

- Equal Opportunity Reporting System (BizWeb): The Consultant shall use the online reporting tool, BizWeb at www.bipincwebapps.com/bizwebflorida/, to report actual payments to DBEs and non-DBEs.

- DBE Directory: The Consultant may use the online DBE directory, BizNet www.bipincwebapps.com/biznetflorida/ at, to locate ready, willing, and able DBEs to perform sub-consultant work on DOT-assisted assisted contracts.

It is understood and agreed that if the Consultant at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 23.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Department's Equal Opportunity Office. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

TERMS FOR FEDERAL AID CONTRACTS (FDOT APPENDIX I):

A. It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America. The following terms apply to all contracts in which it is indicated in Section 6.B of the Standard Professional Services Agreement that the services involve the expenditure of federal funds:

B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.

C. Compliance with Regulations: The Consultant shall comply with the Regulations of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

I. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

K. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

M. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

N. The Department hereby certifies that neither the consultant nor the consultant's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or
 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;
- The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

O. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.
