HILLSBOROUGH COUNTY
METROPOLITAN PLANNING ORGANIZATION

PROFESSIONAL SERVICES AGREEMENT

General Transportation Planning Consultant Services

[Date] 2020
Hillsborough County Metropolitan Planning Organization
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this __ day of ______, 2020, by and between the Hillsborough County Metropolitan Planning Organization, hereinafter referred to as the “MPO”, and Fehr & Peers, hereinafter referred to as “CONSULTANT”.

W I T N E S S E T H:

For and in consideration of the mutual agreements hereinafter contained, the MPO hereby retains CONSULTANT, and CONSULTANT hereby covenants to provide the professional services described herein in connection with the Hillsborough County Metropolitan Planning Organization’s General Transportation Planning Consultant Services.

SECTION I - MPO OBLIGATIONS
The MPO agrees that it shall furnish to CONSULTANT any data and other work products readily available in the MPO files pertaining to the services to be performed under this Agreement.

The Executive Director of the Metropolitan Planning Organization, hereinafter referred to as the “DIRECTOR”, shall issue written authorization to proceed, hereinafter referred to as “Notice to Proceed”, to CONSULTANT for the individual task assignment to be performed hereunder which Notice to Proceed shall specify a completion time for the work. In case of emergency, the DIRECTOR reserves the right to issue an oral Notice to Proceed to CONSULTANT with the understanding that a written Notice to Proceed shall follow immediately thereafter.

DIRECTOR shall not be obligated to assign any minimum amount of individual task assignments to CONSULTANT during the life of this Agreement and CONSULTANT agrees that it will not make any claim for damages or loss of profits due to the amount of individual task assignments assigned pursuant to this Agreement.

The MPO will furnish, without charge, the following information to the CONSULTANT for the performance of Services:

A. All criteria and full information as to the MPO’s requirements for CONSULTANT’s performance pursuant to this Agreement including objectives, constraints, budgetary limitations, and time frames.
B. Drawings, specifications, schedules, reports, socio-economic, traffic, and planning data and other information prepared by and/or for the MPO by others which are available to the MPO and which the MPO considers pertinent to the CONSULTANT’s responsibilities, pursuant to this Agreement and CONSULTANT shall have the right to rely upon the accuracy and completeness of any such materials and/or information.
SECTION II - PROFESSIONAL SERVICES

Upon delivery of a Notice to Proceed for individual task assignments from the DIRECTOR, CONSULTANT agrees to perform professional services described in Exhibit “A” hereto, hereinafter referred to as “Services”. Individual task assignments made to CONSULTANT shall be in writing on forms acceptable to the DIRECTOR which shall be included as part of the Notice to Proceed required by Section I of this Agreement, and may include data and other work product and progress requirements to be met at designated stages of completion.

In connection with Services to be rendered pursuant to this Agreement, CONSULTANT further agrees to:

A. Comply with any federal, state and local laws or ordinances applicable to the work.
B. Cooperate fully with the DIRECTOR in the scheduling and coordination of all phases of the work.
C. Report the status of the work to the DIRECTOR upon request and hold all pertinent data and other work products open for inspection by the DIRECTOR or his authorized agent at any time.
D. Submit for review, data and other work products representative of the work’s progress at the designated stages of completion, if stipulated in the Notice to Proceed. Submit for DIRECTOR’s approval the final work products upon incorporation of any modifications requested by the Director during any previous review.
E. Confer with the DIRECTOR at any time during the term of this Agreement concerning the further development and utilization of data and other work products generated by CONSULTANT pursuant to this Agreement as to interpretation and corrections of errors and omissions. CONSULTANT shall not be compensated for the correction of CONSULTANT’S errors and/or omissions.

The CONSULTANT shall ensure that all work products, contractual services documents and support forms have been prepared on PC compatible hardware, and software approved by the Director.

The CONSULTANT shall have proven familiarity with Geographic Information Systems (GIS) applications for transportation planning tasks. All GIS products shall be compatible with the Hillsborough County City-County Planning Commission’s, hereinafter referred to as the “Planning Commission”, GIS hardware and software. All GIS deliverables shall include:

- A Map Package (.mpk) for each map produced utilizing ESRI products and all data layers necessary to recreate the completed map; and
- A brief summary of methodology for each map produced, including the original name and source of data, and any data queries or selection parameters used to create or depict pertinent topic data layers within the map.

All final graphics and documents delivered to the MPO shall be in a photo ready reproducible format. In addition, all documents shall be supplied to the MPO in their original, editable,
electronic format. This includes maps, tables, graphics, photos, and other supporting information used to produce the required deliverables.

SECTION III - TIME FOR COMPLETION
The individual task assignment to be rendered by CONSULTANT under Section II of this Agreement shall commence upon delivery of a written Notice to Proceed from the DIRECTOR subsequent to the execution of this Agreement, and shall be completed within the time specified in the Notice to Proceed. CONSULTANT shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of CONSULTANT.

Nothing in this Agreement shall preclude the DIRECTOR from granting a reasonable extension of the time specified in the Notice to Proceed where appropriate to ensure full and proper completion of an individual task assignment. CONSULTANT and the MPO hereby agree that any decision by the DIRECTOR to grant or not grant an extension of time for completion of an individual task assignment shall not be a cause for claim by CONSULTANT. Any extension of time granted by the DIRECTOR shall be in writing and shall be incorporated as an addendum to the previously issued Notice to Proceed.

SECTION IV - PERSONNEL
A. CONSULTANT shall designate a qualified individual acceptable to the DIRECTOR to serve as CONSULTANT’s project manager for each individual task assignment. This individual shall be fully responsible for the day-to-day activities required for performance of the individual task assignment pursuant to a Notice to Proceed and shall serve as the primary contact for the DIRECTOR or designated MPO Project Manager.

B. The DIRECTOR shall designate a qualified member of the MPO staff to serve as the MPO’s project manager for each individual task assignment. This individual shall be fully responsible for the day-to-day activities required for performance of the individual task assignment pursuant to a Notice to Proceed and shall be the primary contact for CONSULTANT.

C. CONSULTANT shall immediately notify the DIRECTOR in the event that CONSULTANT is no longer able to perform Services under this Agreement with any of the personnel listed in CONSULTANT’s written technical proposal, and identify such personnel and his or her qualifications.

D. CONSULTANT shall notify the DIRECTOR of any proposed replacement of personnel, listed in CONSULTANT’s written technical proposal, to perform Services under this Agreement at least thirty (30) days prior to such replacement advising of the personnel to be replaced and the proposed replacement personnel.

E. If requested by the MPO or the DIRECTOR, CONSULTANT shall submit to the DIRECTOR within five (5) days of such request the qualifications of personnel proposed as replacements to personnel to perform Services under this Agreement.
F. The MPO and the DIRECTOR reserve the right to reject any proposed replacement personnel to perform Services under this Agreement. In such an event, CONSULTANT shall propose alternate replacement personnel and shall submit to the DIRECTOR the qualifications of such personnel at least thirty (30) days prior to the proposed replacement.

G. In the event that CONSULTANT is no longer able to perform Services under this Agreement with any of the personnel listed in CONSULTANT’s written technical proposal, deemed by the DIRECTOR to be necessary for the performance of an individual task assignment or the Services, and is unable to provide replacement personnel acceptable to the MPO or the DIRECTOR, this shall be a cause for cancellation of a Notice to Proceed or termination of this Agreement.

H. The MPO and the DIRECTOR reserve the right to direct CONSULTANT to remove any of its personnel from the performance of any of the Services under this Agreement. If such removal is for cause, the costs of such removal shall be borne by CONSULTANT. However, if such removal is not for cause, the cost of such removal shall be borne by the MPO.

I. CONSULTANT agrees not to contact any members of the MPO Board regarding MPO matters without first contacting the DIRECTOR.

SECTION V - COMPENSATION
The MPO agrees to pay, and CONSULTANT agrees to accept, for individual task assignment for Services rendered pursuant to this Agreement, including all or a portion of the Services described in Exhibit “A” hereto, as assigned by the DIRECTOR, and all incidental work thereto, the Lump Sum Fee negotiated by the DIRECTOR and CONSULTANT for any individual task assignments to CONSULTANT pursuant to a Notice to Proceed. Such Lump Sum Fee shall be based on the method of compensation outlined in Exhibit “B” hereto. The hourly rates for each job classification and factors for overhead, fringe benefits, and operating margin approved by the MPO Board for CONSULTANT are shown in Exhibit “C” hereto. The Lump Sum Fee shall constitute full compensation for all CONSULTANT costs associated with performance of the Services hereunder, including but not limited to, labor, overhead, computer time, and fringe benefits costs; out-of-pocket expenses such as communications, postage, printing, reproduction, etc.; and travel expenses such as airfare, car rental, lodging, meals, etc. and shall also include CONSULTANT’s profit margin in connection with the Services to be rendered pursuant to this Agreement.

SECTION VI - RETAINAGE
There will be retainage on this Agreement amounting to ten percent (10%) of all submitted invoices. This amount will be released by the Director upon satisfactory completion and delivery of all Services and deliverable products for each individual task assignment as provided in Section XXIV of this Agreement.

SECTION VII - CHANGES TO SERVICES IDENTIFIED BY A NOTICE TO PROCEED
In the event of a need to change the scope of the Services identified by a Notice to Proceed, the scope, time for completion and compensation for such work shall be described in a written negotiated change order which shall be incorporated as an addendum to the previously issued Notice to Proceed. Such written change order shall be effective and CONSULTANT shall modify its work under a Notice to Proceed to conform with the written change order upon delivery of such written change order to CONSULTANT. In the event that the DIRECTOR determines that there is a need to change the Services identified by a Notice to Proceed and a written change order cannot be negotiated to the satisfaction of the DIRECTOR and CONSULTANT, the DIRECTOR may cancel the previously issued Notice to Proceed.

SECTION VIII - RIGHT OF DECISIONS
All Services shall be performed by CONSULTANT to the reasonable satisfaction of the DIRECTOR, who shall decide all questions, difficulties, and disputes of whatever nature, including reuse of documents pursuant to Section X of this Agreement, which may arise under or by reason of this Agreement, the prosecution and fulfillment of the Services hereunder, and the character, quality, and amount of value therein. The DIRECTOR’s decisions upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. Adjustments of compensation and time for completion of an individual task assignment pursuant to a Notice to Proceed, due to any major changes in the Services, which might become necessary or be deemed desirable as the work progresses, shall be as provided in Section VII of this Agreement. In the event CONSULTANT does not concur with the decisions of the DIRECTOR, CONSULTANT may present any such objections in writing to the MPO in a manner consistent with Section IV of this Agreement. The DIRECTOR and CONSULTANT shall abide by the decisions of the MPO. This paragraph does not constitute a waiver of either party’s right to proceed in a court of competent jurisdiction.

SECTION IX - OWNERSHIP OF DOCUMENTS
Upon payment in accordance with the terms of this Agreement, all data and other work products developed by CONSULTANT pursuant to this Agreement shall become the property of the MPO without restrictions or limitations upon their use and shall be made available by CONSULTANT at any time upon request by the MPO; provided, however, that notwithstanding anything to the contrary in this Agreement, any preexisting proprietary rights including any application files owned by or licensed to CONSULTANT or source files owned by third party vendors to CONSULTANT shall remain the sole and exclusive property of CONSULTANT and/or such third party vendors. Reuse of such data by the MPO for any purpose other than that for which prepared shall be at the MPO’s sole risk. When all Services or any individual task assignment contemplated under this Agreement and identified in a Notice to Proceed are complete, all of the above data shall be delivered to the DIRECTOR within the time for completion specified in the Notice to Proceed.

SECTION X - REUSE OF DOCUMENTS
CONSULTANT may not reuse data or products developed under this Agreement without the written permission of the DIRECTOR; provided, however, CONSULTANT may reuse, without the
permission of the DIRECTOR, data or products included within the work product which were previously developed by CONSULTANT and which are of general applicability in its industry or proprietary to CONSULTANT.

SECTION XI - COURT APPEARANCES AND CONFERENCES
Nothing in this Agreement shall obligate CONSULTANT to prepare for or appear in litigation on behalf of the MPO except in consideration of additional compensation. The amount of such compensation shall be mutually agreed upon and described in a Supplemental Agreement subject to approval by the MPO Board. Except as otherwise provided by law, only upon said approval of a Supplemental Agreement and subsequent delivery of written authorization from the DIRECTOR shall CONSULTANT be obliged to make Court appearances on behalf of the MPO.

SECTION XII - NOTICES
Any notices, reports or other written communication from CONSULTANT shall be considered delivered when posted by certified mail or delivered in person to the DIRECTOR. Any notices, reports or other communications from the MPO to CONSULTANT shall be considered delivered when posted by certified mail to CONSULTANT at the last address left on file with the MPO or delivered in person to said CONSULTANT or CONSULTANT’s authorized representative.

SECTION XIII – CANCELLATION OR SUSPENSION OF A NOTICE TO PROCEED
The DIRECTOR shall have the authority to cancel or suspend a Notice to Proceed at the sole discretion of the DIRECTOR. In the event the DIRECTOR cancels or suspends a Notice to Proceed, CONSULTANT shall be compensated for all Services rendered consistent with the terms of this Agreement and the Notice to Proceed up to the time delivery of written notification of such cancellation or suspension except in the case of a cancellation or suspension of a Notice to Proceed based on a notification of noncompliance which is not cured or declaration of default as provided in Section XIX of this Agreement. This compensation shall be determined on the basis of the percentage of the total Services, which have been performed at the time of delivery to CONSULTANT of such notice. In the event partial payment has been made for professional Services not performed, CONSULTANT shall return such sums to the MPO within ten (10) days after delivery of written notice that such sums are due.

SECTION XIV - AUDIT AND INSPECTION OF RECORDS; PUBLIC RECORDS
A. Maintenance of Records
CONSULTANT shall maintain appropriate records with respect to wages and salaries and other reimbursable costs hereunder during the course of the Services and for three (3) years after final payment under this Agreement. Such records supported by payrolls, invoices, and other documents pertaining in whole or in part to the Services shall be clearly identified, readily accessible and, to the extent feasible, kept separate and apart from all other documents related to the Services. The system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied. These records are maintained for information only.

B. Accessibility of Records; Public Records
CONSULTANT shall permit the authorized representatives of the MPO and the MPO’s funding agencies to inspect all data and records relating to its performance under this Agreement. These rights of inspection shall extend for a period of three (3) years following final payment under this Agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 273-3774 ext.371; WilkeningC@plancom.org; 601 E. Kennedy Blvd., 18th Floor, Tampa FL 33602).

While providing services to the MPO under this Agreement, CONSULTANT will comply with Florida’s public records law, Chapter 119, Florida Statutes, and further agrees to: 1. Keep and maintain public records required by the MPO to perform the service; and 2. Upon request from the MPO’s custodian of public records, provide the MPO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the MPO; and

D. Upon completion of the contract, transfer, at no cost, to the MPO all public records in possession of the CONSULTANT or keep and maintain public records required by the MPO to perform the service. If the CONSULTANT transfers all public records to the MPO upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the MPO, upon request from the MPO’s custodian of public records, in a format that is compatible with the information technology systems of the MPO.

SECTION XV - SUBCONTRACTING
CONSULTANT shall not subcontract, assign, or transfer any work under this Agreement without the prior written consent of the DIRECTOR. Work shall be performed by personnel listed in CONSULTANT’s written technical proposals or replacement personnel as provided in this Agreement. When applicable and upon receipt of such consent in writing, CONSULTANT shall cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data.
CONSULTANT will require in any subcontracts pertaining to the Services described herein that the subconsultant will permit the MPO all the rights and privileges of this Agreement, including, but not limited to, the MPO's right to secure materials or services from the subconsultant which might be a part of the subconsultant's work product.

It is the policy of the Hillsborough County MPO that disadvantaged businesses, as defined in 49 Code of Federal Regulations, Part 26, shall have an opportunity to participate in the performance of MPO contracts in a nondiscriminatory environment. Pursuant to 49 CFR 26.21(a)(1) the Hillsborough County MPO has adopted the Florida Department of Transportation Disadvantaged Business Enterprise (DBE) Program for use on US DOT-assisted contracts. FDOT triennially establishes a statewide aspirational goal that a percentage of US DOT-assisted projects be awarded to DBEs. A copy of the Hillsborough County MPO's DBE Policy Statement and the FDOT's DBE Policy Program can be viewed in the Planning Commission library or online at www.hillsboroughmpo.org. CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-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, which may include, but is not limited to: withholding of payments to CONSULTANT under this Agreement; Assessing sanctions; Assessing liquidated damages; and/or cancellation, termination or suspension of the Agreement in whole or in part; and/or suspension or debarment of CONSULTANT from eligibility to contract with the MPO in the future or to receive bid packages or request for proposal packages. The Florida Department of Transportation maintains a directory identifying all firms eligible to participate as DBEs as well as supportive services to assist with identification and use of DBEs. For more information, contact the FDOT Equal Opportunity Office at http://www.fdot.gov/equalopportunity/dbesbeprograms.shtm.

SECTION XVI - REPRESENTATIONS
CONSULTANT represents that no companies or persons, other than bona fide employees working solely for CONSULTANT have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. CONSULTANT also represents and agrees that no Planning Commission or MPO personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, as long as they are in the Planning Commission’s or MPO’s employment and for two (2) years thereafter, by CONSULTANT to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this section, the MPO shall have the right to terminate this Agreement without liability.

SECTION XVII - TERMINATION OF AGREEMENT
It is expressly understood and agreed that in addition to other provisions of this Agreement providing for termination by the MPO, the MPO may terminate this Agreement, in total or in part, without cause or penalty, by thirty (30) days' prior notification in writing to CONSULTANT,
by certified mail, return receipt requested. In the event of a termination of this Agreement pursuant to this Section or Section IV of this Agreement, the MPO’s sole obligation to CONSULTANT shall be payment in accordance with Section V of this Agreement, for those units or sections of the work previously authorized by a Notice to Proceed. Such payment shall be determined on the basis of the hours or the percentage of the total work performed by CONSULTANT up to the time of termination. In the event partial payment has been made for professional Services not performed, CONSULTANT shall return such sums to the MPO within ten (10) days after delivery of written notice by certified mail, return receipt requested, that said sums are due. Upon termination, the MPO may, without penalty or other obligations to CONSULTANT, elect to employ other persons to perform the same or similar Services.

SECTION XVIII - DURATION OF AGREEMENT
This Agreement shall remain in full force and effect for a period of two years after its date of execution or until completion of all Services, whichever occurs last, unless terminated by mutual consent of the parties hereto or as otherwise provided, in this Agreement. The MPO reserves the right to renew this Agreement in one-year extensions for up to three additional years, with mutual written agreement of the parties as provided in Section XXV of this Agreement. The DIRECTOR is hereby authorized to execute said extensions on behalf of the MPO, provided that, with the exception of the expiration date, the terms of this Agreement are unchanged by any such extensions.

If CONSULTANT ceases to exist as a corporation, the MPO has the right to re-negotiate or terminate this Agreement.

SECTION XIX - DEFAULT
In the event CONSULTANT fails to comply with the provisions of this Agreement, the DIRECTOR may declare CONSULTANT in default if CONSULTANT fails to cure such noncompliance within thirty (30) days of delivery of written notification, by certified mail, return receipt requested. In such an event, CONSULTANT shall only be compensated for those Services specified in Exhibit “A” that are identified in a Notice to Proceed, which has been fully completed as of the date of default. In the event partial payment has been made for such professional Services identified in a Notice to Proceed that have not been fully completed, CONSULTANT shall return such sums to the MPO within ten (10) days after delivery of written notice, by certified mail, return receipt requested, that said sums are due. In the event of litigation to enforce this requirement, the prevailing party shall be entitled to reasonable attorney’s fees and court costs.

A declaration of default under this Agreement shall constitute a basis for termination of this Agreement by the MPO.

Failure by the MPO at any time to enforce any of the provisions of this Agreement or to take any course of action allowed by this Agreement shall not be construed as a waiver of any right the MPO may have pursuant to this Agreement. Such a failure to enforce or take any course of action allowed by this Agreement shall not affect the validity of this Agreement or any rights the MPO may have pursuant to this Agreement.
SECTION XX - INDEMNIFICATION AND INSURANCE
CONSULTANT shall indemnify and hold harmless the MPO, 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 CONSULTANT and other persons employed or utilized by CONSULTANT in the performance of the contract.

CONSULTANT shall maintain the following insurance during the term of this Agreement:

A. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage.
B. Professional Liability Insurance in the amount of $1,000,000 providing for all sums, which CONSULTANT shall become legally obligated to pay as damages for claims arising out of the Services, performed by CONSULTANT or any person employed by CONSULTANT in connection with this Agreement.
C. General Liability Insurance, on a commercial basis, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. The policy must be endorsed to show the MPO as additional insured.
D. Worker’s Compensation Insurance in compliance with Florida’s statutory requirements, as presently written or hereafter amended.

All insurance policies must be issued by companies with A.M. Best ratings of A- or better, Class III and authorized to do business under the laws of the State of Florida.

CONSULTANT shall furnish certificates of insurance to the MPO as Exhibit “G” to this Agreement, which certificates shall clearly indicate that CONSULTANT has obtained insurance in the type, amount, and classification as required for strict compliance with this Agreement and that no material change or cancellation of this insurance shall be effective without thirty days (30) prior written notice to the MPO.

The certificate must contain an additional clause as follows: The MPO and its members, officers and employees, the Planning Commission and its members, officers and employees have been named as additional insured as respects general and auto liability coverage.

Compliance with the foregoing requirements shall not relieve CONSULTANT of the liabilities and obligations under this Section or under any other portion of this Agreement, and the MPO shall have the right to inspect the original insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverages.

SECTION XXI - CERTIFICATION OF WAGE RATES
In accordance with Florida Statute 287.055, CONSULTANT hereby certifies that wage rates and other factual unit costs, as submitted in support of the compensation provided in Section V and Exhibits “B” & “C”, are accurate, complete and current as of the date of this Agreement.

SECTION XXII - PUBLICITY, NEWS RELEASES AND CONFIDENTIAL INFORMATION
CONSULTANT will not, during or after performance of this Agreement, disseminate any information outside its organization regarding the Services without prior written approval from the DIRECTOR. CONSULTANT shall not divulge any confidential information communicated to it or used by it in connection with this Agreement, except as required by law.

SECTION XXIII - CONFLICT OF INTEREST
CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the performance of Services. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by CONSULTANT.

During the term of this Agreement, CONSULTANT shall not act as an agent for others in any proceeding, application or matter before the MPO Board.

No member, officer or employee, of the Planning Commission or the MPO during his tenure or for two years thereafter, shall have any interest, direct or indirect in this Agreement or the proceeds thereof.

CONSULTANT agrees that it and its employees shall be bound by applicable local, state and federal laws regarding this subject of Conflict of Interest.

SECTION XXIV – FINAL ACCEPTANCE
When CONSULTANT completes an individual task assignment pursuant to a Notice to Proceed, CONSULTANT shall so advise the DIRECTOR in writing and request the release of retainage pursuant to Section VI of this Agreement. Within thirty (30) days of delivery of such notice, the Director shall release retainage or give CONSULTANT notice in writing of any individual task assignment, which, in the DIRECTOR’s sole judgment, have yet to be completed. Upon completion of such Services, CONSULTANT shall notify the DIRECTOR, and within the above specified time period the DIRECTOR shall release retainage, which shall constitute final acceptance of the specified individual task assignment. Final acceptance shall not constitute a waiver or abandonment of any rights or remedies available to the MPO under any other section of this Agreement.

SECTION XXV - ENTIRETY OF AGREEMENT
This Agreement embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter herein that are not incorporated herein and superseded hereby.
No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by both the MPO and CONSULTANT.

This Agreement, regardless of where executed, shall be governed by and constructed according to the laws of the State of Florida, and venue shall be in Hillsborough County, Florida.
SECTION XXVI - EXHIBITS
The following Exhibits are attached hereto and incorporated herein as integral parts of this Agreement, and CONSULTANT agrees to comply with all terms contained therein:

“A” Scope of Services
“B” Method of Compensation
“C” Approved Hourly Rates per Classification and Additive Percentages
“D” Hillsborough County EEO Requirements
“E” Federal Transit Administration Civil Rights Assurances
“F” CONSULTANT Certifications and Affidavits
“G” CONSULTANT Certificates of Insurance

IN WITNESS WHEREIN the parties hereto have executed this Agreement this ______ day of __________________, ______.

ATTEST:

Hillsborough County Metropolitan Planning Organization
Reviewed as to Form and Legal Sufficiency
By:

______________________________
MPO Chairman

______________________________
MPO Attorney

ATTEST:

CONSULTANT

By: ______________________________
Kathrin Tellez, Principal
(title)

By: ______________________________
Judy Schaefer, Senior Business Services Administrator
(witness)
EXHIBIT “A”

SCOPE OF SERVICES
EXHIBIT “A”

SCOPE OF SERVICES
FOR
GENERAL PLANNING CONSULTANT

HILLSBOROUGH COUNTY
METROPOLITAN PLANNING ORGANIZATION
I. PURPOSE

The Hillsborough Metropolitan Planning Organization (MPO) in cooperation with the Florida Department of Transportation (“the Department”) requires the services of a consultant(s) to provide support for staff to accomplish various transportation planning functions approved by the MPO and relating to its Unified Planning Work Program (UPWP). Many of these tasks are required by the Moving America for Progress (MAP-21) and subsequent regulations. The work involves providing assistance to staff on a work assignment basis in a variety of planning, technical, graphical, public involvement, and product review activities. The consultant shall assist the staff by providing additional resources and expertise to accomplish negotiated individual task assignments authorized by the DIRECTOR. This scope outlines the general tasks that may be assigned to consultants under a general planning consultant contract, but should not be considered exhaustive.

II. SERVICES

A. Multimodal System and Corridor Planning (UPWP Task 2)

Crash Mitigation/Congestion Management Planning – The Consultant may assist in updating the Crash Mitigation/Congestion Management Process for Hillsborough County, to be coordinated with the rest of the region and the state. This may include developing, prioritizing, and recommending safety and transportation systems management and operations (TSMO) strategies to increase mobility within corridors and sub-areas. Work also may include developing the process and metrics for monitoring crashes and congestion causes and trends countywide, identifying strategies to target key recurring issues, developing implementation plans in collaboration with other agencies and evaluating the effectiveness of implemented strategies.

May include shorter-range operational modeling and data collection using software such as VISSIM, Synchro or AIMSUM.

Smart Cities Planning - The MPO may require assistance in planning an integrated and inter-operable Intelligent Transportation System (ITS) within Hillsborough County. This may include prioritizing and recommending User Services and Market Packages identified within the Tampa Bay Regional ITS Architecture, reviewing operations, architecture, and communications to ensure that jurisdictions’ ITS operate as an integrated system, and evaluating and assessing the performance of ITS investments. The task may require the consultant to investigate historical traffic and planning data for resources to determine appropriate measures applicable to the selection and application of User Services and Market Packages appropriate for the area and consistency with National or Regional ITS Architecture. Additional tasks may involve updating the Hillsborough County ITS...
Master Plan and planning for emerging autonomous, connected, electric, shared-ride vehicle technology.

Security, Resilience and Emergency Management Planning – the consultant may conduct vulnerability assessments and analyze mitigation strategies, including planning-level cost estimation, economic impact and return on investments.

Complete Streets & Non-Motorized Planning – The consultant may develop plans and projects that increase and improve cycling and walking facilities, improve safety and the perception of safety, and create universal access. This may include analysis of bicycle and pedestrian crashes, analysis of multi-modal level of service or level of traffic stress, and latent demand analysis; trail and side path feasibility studies; evaluating the feasibility and preparing context-sensitive design plans and conceptual engineering for inclusion of bicycle, pedestrian, micro-mobility, landscaping, ADA and other treatments in roadway facilities; and developing maps that creatively display corridors for safe and efficient non-motorized travel. Also, provide assistance in preparing special analyses requested by the Bicycle and Pedestrian Advisory Committee, Livable Roadways Committee, and/or MPO.

Intermodal / Freight Planning – Assist the MPO with incorporating freight and goods movement needs in the transportation planning process and identifying best practices in freight and goods movement planning. Includes coordination with freight activity centers, logistics zones, seaport, airport, freight rail and intermodal facilities.

Transit and Transportation Demand Management Planning - Evaluate the need for transit and travel demand management (TDM) strategies in Hillsborough County. Prepare analyses such as: transit level of service; transit supportive areas and TOD; access to jobs and activity centers; supportive pedestrian and ADA compliant infrastructure; transit quality of service evaluation; long-term fixed guideway, bus rapid transit, and water transit concepts, ridership forecasts and cost estimation; bus service, facilities and other transit assets, flexible on-demand transit, paratransit, TDM concepts and strategies such as telecommuting, parking policies, carpools, vanpools, shared ride and mobility as a service, cost estimation and transit oriented development. Establish on-going monitoring systems to implement multi-modal level-of-service analysis.

Transportation Disadvantaged Planning - Short-range coordinated transportation disadvantaged planning pursuant to Chapter 427, Florida Statutes and Rule Chapter 41-2, FAC. Assist in preparing an updated Hillsborough County Transportation Disadvantaged Service Plan. This may include updating the document’s demographics, population forecasts, operational elements, quality assurance measures, need assessment and identifying barriers to coordination.
In addition, assist in the annual evaluation of the Transportation Disadvantaged Program Community Transportation Coordinator (CTC). In particular, collect data for performance measures including, but not limited to, reliability, service (effectiveness, efficiency, availability), and safety. Further, provide support in completing the CTC evaluation workbook. Also, provide assistance in preparing special transportation disadvantaged reports or products requested by the Transportation Disadvantaged Coordinating Board and/or MPO.

Also, may include health impact analysis and screening of proposed projects.

**Corridor, Sub-Area and Environmental Studies** - Identify policies and physical improvements that effectively support multi-modal transportation systems within major corridors and sub-areas. Analyze problems and opportunities that relate to creating a balanced and efficient transportation system in transit station areas, downtowns, business districts, schools and mixed-use activity centers. Issues include planning for major investments, policy development, multi-modal transportation systems, congestion relief, safety, aesthetics, access management, adverse impacts, lane use and urban design that supports the efficient provision and maintenance of the transportation system and other related issues. Identify potential impacts to protected populations under EJ, Title VI and related requirements. Ensure this planning process addresses the equitable distribution of mobility benefits and possible adverse environmental and health impacts. Assist in early screening of NEPA alternatives, developing purpose and needs statements and reviewing projects in for the ETDM process. Analyze mitigation strategies to reduce negative impacts to the natural and built environment, including impacts to human health.

May include air quality analysis and forecasting at the regional or corridor level.

**D. Long Range Transportation Planning and Data Monitoring (UPWP Task 3)**

In order to maintain its consistency with local government comprehensive plans and keep the plan current, cost affordable, and conforming to federal laws, it will be necessary to periodically amend or update the Long Range Transportation Plan (LRTP). Assistance may be required to analyze revenue, cost, freight, environmental impacts, air quality, conformity determination, alternative highway and transit networks, socioeconomic, community, social, security, safety and other impacts of proposed amendments to, or updates of, the LRTP. The consultant should be experienced in running, summarizing, and analyzing the results of the most current version of the Tampa Bay Regional Planning Model.

Assist in tracking the physical characteristics and operation of the transportation system, measure performance against established targets and formulate strategies to maintain the system in good repair, improve safety, preserve
capacity, and maximize choices for personal mobility. This includes data collection activities for facilities on or off the state highway system and/or compilation of existing data including, but not limited to, manual and/or automated traffic counts, vehicle classification counts, crash reports, transportation surveys, questionnaires, roadway characteristics, pavement, bridge and transit asset condition, transit operation and performance, delay, vehicle speed and travel time reliability studies, etc. Compile data on passenger and freight movements through the county’s seaports, airports, and rail systems and their impact on the highway and transit systems. Identify, validate and incorporate new or emerging data sources and means of collection. Prepare data for GIS maps, MPO website, and MPO traffic count website.

Also, the consultant may be required to analyze transportation data to determine need and priority of transportation improvements including, but not limited to, roadway, transit, and/or bicycle/pedestrian projects. The consultant may need to analyze transportation data to calculate level of service (roadway, transit, multimodal), transit ridership, accident rates, or hazard indexes, and/or latent demand for bicycle/pedestrian facilities.

Other work may include developing or reviewing socioeconomic data forecasts and/or preparation of scenario based socioeconomic datasets; preparation of associated reports, graphics, and presentation materials.

E. Public Engagement (UPWP Task 5)

Prepare creative, engaging and user-friendly public information materials, including newsletters and plan summary brochures. Draft articles appropriate for eighth-grade reading level. Prepare creative graphics. Create enhancements to MPO website. Develop feedback mechanisms such as public opinion research, online surveys, interactive displays, participatory charrettes, social media, and communications strategies and messaging. Prepare materials in a variety of formats, including foreign language translation and ADA-compliant materials. Assist in scheduling, content, media and feedback on MPO speaking engagements, public workshops and special events in a variety of venues and formats.

F. Regional Plans and Programs (UPWP Task 6)

Assist in coordinating and the development of regional plans and programs consistent with federal and state requirements. This may include work related to the:

- West Central Florida MPO Chairs Coordinating Committees
- Tampa Bay TMA Leadership Group
- Regional LRTP;
• Regional Congestion Management Process;
• Regional Multi-Use Trails;
• Regional Fixed Guideways;
• Regional Analysis of Special Use Lanes and Toll Feasibility;
• Regional Goods Movement Studies, and;
• Regional Corridor Studies and Action Plans.

G. Other Transportation Planning Assistance

The consultant may be required to perform specific technical analyses assigned by the DIRECTOR to respond to directives from the MPO Board, new federal and state requirements, the need to coordinate with other agencies, and requests from the public. The consultant may be requested to assist with the development or maintenance of transportation improvement prioritization and programming, air quality reports, land use and socio-economic databases, environmental justice related analysis, scopes of services, revenue and cost estimation, financial analysis, customized database programming, GIS data and mapping, shared data platforms, web applications or other special transportation surveys or studies as approved by the Director. The consultant may also be requested to assist with logistical support in setting up and participating in public hearings, meetings, and workshops.
EXHIBIT “B”

METHOD OF COMPENSATION
EXHIBIT “B”

METHOD OF COMPENSATION

I. PURPOSE

This Exhibit describes and defines the limits of compensation to be made to CONSULTANT for individual task assignment for Services outlined in Exhibit “A” and the method by which payments will be made.

II. COMPENSATION

For the satisfactory completion and delivery of individual task assignment for Services detailed in Exhibit “A” CONSULTANT shall receive compensation as follows:

The MPO agrees to pay CONSULTANT for the performance of authorized Services described in Exhibit “A”, the amount of compensation stated in the Notice to Proceed (Lump Sum Fee), but not to exceed $300,000 per individual task assignment and $2,000,000 for the life of this Agreement. For any major type of work performed by CONSULTANT that CONSULTANT is not prequalified for by FDOT compensation will not exceed $250,000 for the life of this Agreement.

III. FEE DETERMINATION

The Director and CONSULTANT shall negotiate a Lump Sum Fee. The fees shall be determined in accordance with the following procedures:

A. The amount of the Lump Sum Fee shall be the agreed staff-hour effort required for performance of an individual task assignment Services at the approved hourly rates multiplied by the factor shown in Exhibit “C” (to cover the cost of labor, overhead, fringe benefits and operating margin); plus the cost of negotiated expenses.

B. The approved hourly rates per job classification for CONSULTANT to be applied to this Agreement are specified in Exhibit “C”, attached hereto and made a part hereof.

C. Negotiated expenses may include approved miscellaneous and out-of-pocket expenses of CONSULTANT.

1. Out-of-pocket expenses, to be negotiated for this Agreement, or for any individual task assignment covered by this Agreement, including any incidental costs of printing, materials, incidental services, expendable equipment, out of town travel greater than 100 miles from Tampa and within the limits of Florida Statute 112.061, use or rental of equipment, long distance calls, and tolls anticipated by CONSULTANT shall be agreed to by the DIRECTOR as part of the Lump Sum Fee.

2. All negotiated expenses must be agreed to by the DIRECTOR as part of the Lump Sum Fee and included in any Notice to Proceed.
IV. PROVISIONS FOR PAYMENT

Payments shall generally be tied to delivery of interim and final work products pursuant to the provisions of a Notice to Proceed. Progress payments may be made in proportion to the percentages of work accepted by the DIRECTOR pursuant to a Notice to Proceed. Such progress payments may be made prior to completion of an individual task assignment, however invoices for such payments may not be submitted by CONSULTANT on a less than monthly basis. Final payment shall be due and payable upon satisfactory completion of any individual task assignments as approved and accepted by the DIRECTOR, as provided in Section XXIV of this Agreement.

Invoices submitted by CONSULTANT for work performed pursuant to a Notice to Proceed shall contain a progress report in sufficient detail for a proper pre-audit and post-audit to demonstrate performance by CONSULTANT of sufficient work to support the invoice.

Each individual task assignment shall be invoiced individually.

The MPO shall pay CONSULTANT within 30 days of its receipt of the CONSULTANT’S proper invoice, as defined by Section 218.72 Florida Statutes, and accompanied by a progress report.

V. RETAINAGE

As stated in this Agreement, Section VI.

VI. FINAL CLOSE-OUT

Final Audit: The MPO or its funding agencies may perform or have performed, a final audit of the records of CONSULTANT to support the compensation paid to CONSULTANT for any individual task assignment for Services. Any such audit should be performed as soon as practical after completion and acceptance of any individual task assignment pursuant to this Agreement. The final payment to CONSULTANT may be adjusted for audit results.
EXHIBIT “C”

CONSULTANT (AND SUBCONSULTANT)
APPROVED HOURLY RATES PER CLASSIFICATION
AND ADDITIVE PERCENTAGES
### Approved Hourly Rates Per Classification and Additive Percentages

**Fehrs & Peers**

(Name of Consultant/Subconsultant)

<table>
<thead>
<tr>
<th>Personnel Classification</th>
<th>Hourly Rates</th>
<th>Year 1</th>
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<tbody>
<tr>
<td>Chief Engineer II</td>
<td>$ 100.00</td>
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<tr>
<td>Chief Planner</td>
<td>$ 88.95</td>
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<td>Planner</td>
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<td>Project Planner</td>
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<td>GIS Specialist</td>
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<td>Transportation Data Scientist</td>
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<tr>
<td>Engineer 2</td>
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<tr>
<td>Senior Engineer 1</td>
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<td>Clerical</td>
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<td>Designer</td>
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<tr>
<td>Contract Coordinator</td>
<td>$ 33.81</td>
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(1) Unburdened, does not include overhead, fringe benefits, facility capital cost of money, operating margin or out-of-pocket expenses.

(2) Future year rates will become effective February 1st of each year and will be escalated based on the annual percent increase of the CPI-W, all items, as published by the Bureau of Labor Statistics mid-January each year.

**Additive Percentages:**

- **Salary**: 100%
- **Overhead**: + 175.67%
- **FCCM**: + 0%
- **Operating Margin**: + 29%
- **Burdened Salary**: = 304.67%

(3) Burdened Salary not to exceed: 3.0467
APPROVED HOURLY RATES PER CLASSIFICATION
AND ADDITIVE PERCENTAGES

Patel, Greene and Associates, LLC

(Name of Consultant/Subconsultant)

<table>
<thead>
<tr>
<th>PERSONNEL CLASSIFICATION</th>
<th>HOURLY RATES¹</th>
<th>YEAR ¹²</th>
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<td>Engineer 1</td>
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<td>Engineer 2</td>
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<td>Engineering Intern</td>
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<td>Engineering Technician</td>
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<td>Graphic Designer</td>
<td>$24.04</td>
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<td>Secretary/Clerical</td>
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<td>Senior Designer</td>
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<td>Senior Engineer 1</td>
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<tr>
<td>Technician Aid</td>
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</table>

(1) Unburdened, does not include overhead, fringe benefits, facility capital cost of money, operating margin or out-of-pocket expenses

(2) Future year rates will become effective February 1st of each year and will be escalated based on the annual percent increase of the CPI-W, all items, as published by the Bureau of Labor Statistics mid-January each year.

Additive Percentages:

<table>
<thead>
<tr>
<th></th>
<th>Percentage</th>
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<tbody>
<tr>
<td>Salary</td>
<td>100.00%</td>
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<tr>
<td>Overhead</td>
<td>+ 162.34%</td>
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<tr>
<td>FCCM</td>
<td>+ 1.195%</td>
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<tr>
<td>Operating Margin</td>
<td>+ 40.00%</td>
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<tr>
<td>Burdened Salary³</td>
<td>= 303.535%</td>
</tr>
</tbody>
</table>

(3) Burdened Salary not to exceed: 3.035
EXHIBIT “D”

Hillsborough County Equal Employment Opportunity Requirements
HILLSBOROUGH COUNTY EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

STATEMENT OF COMPLIANCE

THE PROPOSER/BIDDER REPRESENTS THAT THE INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT. THE PROPOSER/BIDDER ASSURES HILLSBOROUGH COUNTY OF ITS COMPLIANCE WITH FEDERAL, STATE AND COUNTY AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. THE PROPOSER/BIDDER FURTHER ASSURES THAT IT AND ITS SUBCONTRACTOR’S/SUBRECIPIENT’S FACILITIES ARE ACCESSIBLE TO THE HANDICAPPED (IF APPLICABLE).

INSTRUCTIONS

As a proposer/contractor with the County, you are urged to carefully review the Equal Employment Opportunity Affirmative Action Questionnaire and respond to it as it relates to your own employment practices.

Please note particularly that:

1. Where federally-assisted contracts are involved, the proposer/contractor is bound by Revised Order No. 4 (41 CFR Part 60-2) and Executive Order 11246 of September 24, 1965 as amended, by Executive Orders 11375 and 12086; or Title VI of the Civil Rights Act of 1964 and Federal contract Compliance “bid conditions” in the proposal package.

2. The proposer/contractor must complete ALL forms of this Equal Employment Opportunity Affirmative Action Questionnaire if the total amount of the contract is equal to or exceeds $10,000.

If at any time there arises a question, problem or need for assistance in meeting the equal opportunity requirements on County contracts, please contact Hillsborough County’s Economic Development Department, DM/DWBE & SBE Programs Section, P.O. Box 1110, Tampa, Florida 33601, (813) 272-5969.
EQUAL EMPLOYMENT OPPORTUNITY
AFFIRMATIVE ACTION QUESTIONNAIRE

PROJECT: Hillsborough County Metropolitan Planning Organization General Transportation Planning Consultant Services

FIRM’S CIVIL RIGHTS STATUS

All responding firms are requested to carefully review the following questions and provide responses as it relates to the firm’s own affirmative action and equal opportunity practices.

Please respond to the following:

1. Provide a copy of your organization’s Affirmative Action Plan or Program. (If not submitted within the past twelve (12) months.) * Attached
2. Workforce Analysis by race/sex and EEO Category. Attached
3. If organization receives federal/state/local funding, please list source and dollar amount. N/A
4. Name of person designated as EEO representative. Marion Donnelly
5. Is the organization receptive to on-site reviews? Yes
6. Does the organization have a procedure for resolving discrimination complaints? Yes
7. Has your firm been charged with discrimination within the past eighteen (18) months? If yes, how many charges, nature of charge; when; and where? No
8. Do you anticipate hiring additional staff to perform this contract? If yes, please provide the number of positions and type of positions. No
9. Please provide a copy of the company’s Affirmative Action/Equal Employment Opportunity Policy Statement, signed and dated by the Chief Executive Officer. (If not submitted within the past twelve (12) months). Attached

* A written Affirmative Action Plan or Program is required if the firm has fifteen (15) or more employees. If the firm has fewer than fifteen (15) employees, then an Affirmative Action Policy Statement is required.
SANCTIONS AND PENALTIES

1. Failure to comply with the Equal Opportunity and Affirmative Action requirements adopted by the Board of County Commissioners of Hillsborough County may result in suspension or debarment of the firms or individuals involved. Debarment of firms by Hillsborough County for activity contrary to this program will be carried out according to the debarment procedures contained in the Hillsborough County Purchasing Manual. Said firm or individual will be notified by registered mail of said suspension or debarment and may appeal suspension or debarment through the procedure set forth in the Purchasing Manual.

2. The Board of County Commissioners encourages each proposer/bidder to submit EEO documentation with the bid.

3. The Board of County Commissioners also reserves the right to reject any proposals from firms who have previously failed to perform properly and who have done so by commission or omission of an act of such serious or compelling nature that the act indicates a serious lack of business integrity or honesty or willingness to comply.
FIRM NAME: Fehr & Peers

<table>
<thead>
<tr>
<th>JOB CATEGORY</th>
<th>TOTAL EMPLOYEES</th>
<th>MALES</th>
<th>FEMALES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>MALE</td>
<td>FEMALE</td>
<td>WHT</td>
</tr>
<tr>
<td>Officials &amp; Managers</td>
<td>43</td>
<td>23</td>
<td>37</td>
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<tr>
<td>Professionals</td>
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<tr>
<td>Technicians</td>
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<td>9</td>
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<tr>
<td>Sales Workers</td>
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<tr>
<td>Office &amp; Clerical</td>
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<td>1</td>
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<tr>
<td>Craftsmen (Skilled)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Operatives (Semi-Skilled)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Laborers (Unskilled)</td>
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</tr>
<tr>
<td>Service Workers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>135</strong></td>
<td><strong>165</strong></td>
<td><strong>95</strong></td>
</tr>
</tbody>
</table>

HISP: Hispanic  
API: Asian/Pacific Islander  
AI: American Indian

Job categories as provided herein are those categories identified and used in EEO (1-6) reporting requirements, required from employers by the Federal government.

(DO NOT LEAVE THIS PAGE BLANK)
FEHR & PEERS
AFFIRMATIVE ACTION COMPLIANCE AND
EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

Purpose of Affirmative Action Program

Fehr & Peers ("Company") has developed and implements Affirmative Action Plans ("AAP") that further support our commitment to equal employment opportunity and meeting federal requirements. These plans describe what we do to insure that all qualified individuals can compete for positions and promotions on an equal basis. The AAP is a set of specific and result-oriented procedures to which we have committed ourselves to apply every day. The objective of these procedures is equal employment opportunity. The procedures include an analysis of areas within the organization where we may be deficient in the utilization of minority groups and/or women and further establishes goals and timetables to which we will apply our good faith efforts to correcting any found deficiencies. The AAP also establishes procedures for dissemination, implementation, review, and updating.

Fehr & Peers Policy Statement

Fehr & Peers believes that all persons are entitled to equal employment opportunity and does not discriminate against employees or applicants because of race, color, creed, religion, sex, national origin, ancestry, age, mental or physical disability (except in those areas or activities where their handicap is a danger to them, or is a clear detriment to reasonable job performance), pregnancy, medical condition, marital status, sexual orientation or other categories defined by Federal, State, or Local law. Because we accept, support and practice the principles of non-discrimination, this policy applies to all areas of employment, including recruitment, hiring, training, education, tuition assistance, classification, promotion, demotion, discipline, transfer, layoff, return from layoff, termination, compensation, benefits, and social and recreational programs.

It is the intention of Fehr & Peers to take positive and affirmative measures to advance the employment opportunities of women, minorities, persons with disabilities, and Vietnam Era Veterans. We are committed to their protection and advancement, and our overall goal is to increase the representation of women, minorities, persons with disabilities, and Vietnam Era Veterans within all levels of the Company to a level comparable to their representation in the relevant labor force.

More than merely legal considerations, these are obligations that the Company as an organization and all of its employees must assume in their day-to-day responsibilities. It is our desire that each employee treats each other employee with the utmost respect. At Fehr & Peers, equal employment opportunity is not only a legal principle but a moral commitment as well. Marion Donnelly, Chief Financial Officer has overall responsibility for the AAP. Tina O’Hara, Human Resources Manager has the day-to-day administrative responsibilities for the plan’s design, implementation, compliance, and updating.

Signature: ____________________________
Name: Marion Donnelly
Title: Chief Financial Officer
Date: July 13, 2020
EXHIBIT “E”

FEDERAL TRANSIT ADMINISTRATION
CIVIL RIGHTS ASSURANCE
USDOT TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, “USDOT”) 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.

2. **Nondiscrimination:** The Contractor, 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 materials and leases of equipment. The Contractor shall 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.

3. **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’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.

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

5. **Sanctions for Noncompliance:** In the event of the Contractor’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 the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the 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 Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor 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 Contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private
transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
EXHIBIT “F”

CONSULTANT CERTIFICATIONS AND AFFIDAVITS
CONSULTANT AFFIDAVIT

STATE OF _______ Florida _______

COUNTY OF _______ Orange _______

Before me, the undersigned authority, personally appeared Katherine Tellez who was sworn and says:

1. He is (Title) Principal of (Firm) Fehr Peers with office in (City and State) Orlando, Florida.

2. [If applicable] The named firm is submitting the attached proposal for FDOT Work Program Item Number __________, Project Number __________, in District VII, Hillsborough County, Florida.

3. The affiant has made diligent inquiry and answers this affidavit based upon his own knowledge.

4. Only one proposal for the above-referenced project will be submitted, under the name or different name, and the proposer has no financial interest in the firm of another proposer for the same work.

5. Neither the affiant nor the firm has directly or indirectly entered in any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the firm’s proposal on the above project. This statement shall restrict the discussion of pricing data until the completion of the execution of the Consultant Agreement for this project.

6. Neither the firm nor its affiliates, nor anyone associated with them is presently debarred, suspended or otherwise ineligible from participating in contract lettings by any state agency in any state or the FHWA.

7. Neither the firm, nor any officer, DIRECTOR, employee of the firm or any of its affiliates has been criminally or civilly charged with antitrust violations, or had convictions or judgments resulting from such charges. There have been no charges or subsequent convictions or any criminal act under state or federal law which involved fraud, bribery, conspiracy, antitrust violations or material misrepresentation with respect to a public contract, except for matters previously disclosed to the Department and filed in Case No.(s) __________ with the Clerk of Agency Proceedings. [If inapplicable, enter N/A].

8. This affidavit includes disclosure of employees who were charged or convicted of contract crimes while in the employ of another company.

______________________________
Signature

Sworn to and subscribed before me this 13 day of July, 2020.

______________________________
Notary
My Commission Expires: 10/26/2020

NOTICE

Any evidence of collusion among participating proposers will preclude their recognition as proposers of such job and subjects them to penalties and restraints under applicable State and Federal Law.
SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Hillsborough County Metropolitan Planning
Organization

by ______________________________
(Print individual’s name and title)

for ______________________________
(Print name of entity submitting sworn statement)

whose business address is 37 N Orange Ave, Suite 500
Orlando, FL 32801

and (if applicable) its Federal Employer Identification Number (FEIN) is ___________.

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida
Statutes, means a violation of any state or federal law by a person with respect to and directly
related to the transaction of business with any public entity or with an agency or political
subdivision of any other state or with the United States, including, but not limited to, any bid
or contract for goods or services any lease for real property, or any contract for the
construction or repair of a public building or public or public work, involving antitrust, fraud,
theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in paragraph 287.133(1)(b), Florida
Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an
adjudication of guilt, in any federal or state trial court of record relating to charges brought
by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or
entry of a plea of guilty or nolo contendere.

4. In understand that an “affiliate” as defined in 287.133(1)(a), Florida Statutes means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the
entity and who has been convicted of a public entity crime. The term “affiliate” includes
those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, Director’s, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings, and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION
STATE OF Florida
COUNTY OF Orange

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Kathryn Tellez who, after first being sworn by me,

affixed his/her signature in the space provided above on this 13 day of July, 2020.

NOTARY PUBLIC

My commission expires: 10/26/2020
TRUTH-IN NEGOTIATIONS CERTIFICATE

CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs supporting the compensation for this contract are accurate, complete, and current at the time of contracting.

CONSULTANT further agrees that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the MPO determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract. For purposes of this Certificate, the end of the contract shall be deemed to be the date of the final billing or acceptance of the work by the MPO, whichever is later.

Kathryn Tellet, Fehr & Peers
Name of CONSULTANT

By: [Signature]
Authorized Signature

Title: Principal

Attest: [Signature]
Secretary or Notary

If individual, furnish two witnesses:

Witness (1) [Signature]
Witness (2) [Signature]
CERTIFICATION REGARDING DEBARMENT
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
-PRIMARY COVERED TRANSACTIONS-
(Compliance with 49 CFR. Section 29.510, Federal Aid Contracts)

Instructions for Certification:

1. By signing and submitting this certification with the proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the Department if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” “and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage section of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under Paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.

Certification in Compliance with 49 CFR Section 29.510

State of Florida County of Orange

I, Kathrin Tellet, hereby attest and swear

that I am Principal of Fehr + Peers

Orlando, Florida and the named firm

is submitting the attached proposal for the projects identified as follows:

FDOT Work Program Item Number(s) [if applicable]

State Project Number(s)

Federal Air Project Number(s)

in County(ies), Florida.

I further hereby certify that:

(1) I am either an officer, director, partner, key employee, or other person within the prospective primary participant with primary management or supervisory responsibilities;

(2) To the best of my knowledge and belief, the prospective primary participant and its principals;
(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause of default.

(3) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall note the exception below and attach an application to this proposal.

Exceptions:

Any exception listed above will not necessarily result in denial of participation in this covered transaction. For any exception noted, indicate to whom it applied, initiating agency, and dates of agency action. The explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction.

[Signature]
Affiant

Sworn to and subscribed before me this 13 day of July, 2020

[Signature]
Notary
My commission expires: 10/26/2020
RE: General Transportation Planning Consultant Services

I, ___________________________, ___________________________
(Name) (Title)
of ___________________________
(Name of Firm)

hereby certify that our firm (___ is) (___ is not) a Department of Transportation (Department) certified Disadvantaged Business Enterprise (DBE). I also certify that our firm intends to assist the MPO in achieving its annual DBE goal regarding subletting work on the above referenced project(s) to certified Disadvantaged Business Enterprises.

I understand that each solicitation for which a contract goal has been established may require CONSULTANT to submit the following information, at the discretion of the MPO, at least 24 hours before commitment of the performance of the contract.

1. The names an addresses of the DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The percent or dollar amount of participation of each DBE firm;
4. Written and signed documentation of commitment to use a DBE subconsultant whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in CONSULTANT’s commitment; and
6. If the contract is not met, evidence of good faith efforts, as defined by the MPO, must be demonstrated.

(Check one) _______ Intends to subcontract work to DBE(s)
_________ Does not intend to subcontract work to DBE(s)

Since I have indicated above that a portion of the work will be sublet to certified DBE(s), the firms considered as proposed DBE subconsultants/vendors and the types of work to be subcontracted are as follows:

DBE SUBCONSULTANTS/VENDORS       TYPE OF WORK/COMMODITIES
Patel, Greene & Associates         Planning + Engineering

____________________________
Signed: _______________________
Title: _________________________
Date: _________________________
From: Hiren Patel  
Sent: July 15, 2019 11:36 AM  
To: Robin Watson  
Cc: Gordon Greene  
Subject: FW: No Change Declaration Acknowledgement

FYI

Hiren M. Patel, PE  
Patel, Greene & Associates, PLLC (PGA)  
12570 Telecom Drive Temple Terrace, FL 33637  
Office: 1-813-978-3100 Ext. 301 | Cell: 1-727-642-4972 | Email: Hiren.Patel@patelgreene.com  
Follow PGA on Social Media  
Website  Facebook  LinkedIn  Twitter  Instagram

From: DBECert.Help@dot.state.fl.us <DBECert.Help@dot.state.fl.us>  
Sent: Monday, July 15, 2019 11:30 AM  
To: Hiren Patel <Hiren.Patel@patelgreene.com>  
Subject: No Change Declaration Acknowledgement

Email From: DBECert.Help@dot.state.fl.us (DBECert.Help@dot.state.fl.us)

Message:

We have processed your No Change Declaration (NCD), as applicable. Your Anniversary Date is 9/20/2020

Sincerely,  
Equal Opportunity Office  
DBE Certification
September 20, 2011

HIREN M PATEL
PATEL GREENE AND ASSOCIATES P.L.L.C
3592 28TH AVENUE NORTH
ST PETERSBURG FL 33713

ANNIVERSARY DATE - Annually on September 20

Dear Mr. Patel:

The Florida Department of Transportation (FDOT) is pleased to announce that your firm has been certified under Florida’s Unified Certification Program (UCP) as a Disadvantaged Business Enterprise (DBE) in accordance with 49 Code of Federal Regulation Part 26.

DBE Certification is continuing, but it is contingent upon the firm maintaining its eligibility annually through this office. You will be notified of your annual responsibilities in advance of the Anniversary Date. You must submit the annual AFFIDAVIT FOR CONTINUING ELIGIBILITY no later than the Anniversary Date.

Only firms listed in the UCP DBE Directory are certified by Florida UCP Members. Prime contractors and consultants should verify your firm’s DBE certification status, and identify the work area(s) for which the firm is DBE eligible, through this Directory.

Your firm will be listed in Florida’s UCP DBE Directory which can be accessed through the Department’s website: www.dot.state.fl.us/equalopportunityoffice and then selecting “DBE Directory”.

DBE certification is NOT a guarantee of work. It allows your firm to compete for and perform contract work on ALL USDOT Federal Aid (FAA, FTA, and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

If, at any time there is a material change you must advise this office, by sworn affidavit and supporting documents, within thirty (30) days. Changes include, but are not limited to, ownership, officers, directors, management, key personnel, scope of work performed, daily operations, ongoing business relationships with other firms or individuals, or the physical location of your firm. After our review, you will receive instructions as to how you should proceed, if necessary. Failure to do so will
be deemed a failure, on your part, to cooperate, and will result in immediate action to remove DBE certification.

Your firm is eligible to compete for and perform work on all USDOT Federal Aid projects throughout Florida and may earn DBE credit for work performed in the following areas:

**NAICS**
- 54133 - Engineering Services
- 54134 - Drafting Services
- 54162 - Environmental Consulting Services
- 54169 - Other Scientific and Technical Consulting Services
- 56291 - Remediation Services

**FDOT Specialty Codes**
- 941 - Civil Engineering Services
- 947 - Cadd Services
- 949 - Traffic Data Services
- 950 - Environmental Consulting Services
- 954 - Mitigation Services

Questions and concerns should be directed to this office by mail or telephone. Our telephone number is (850) 414-4747. Our fax number is (850) 414-4879.

Sincerely,

Victoria Smith
DBE Certification Manager
EXHIBIT G

CONSULTANT
CERTIFICATES OF INSURANCE
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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 have ADDITIONAL INSURED provisions or 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).

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.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All Operations of the Named Insured, including the aforementioned project, if any.
General Liability: Please see blanket Additional Insured endorsement attached; such coverage is Primary and Non-Contributory with Waiver of Subrogation included, as required per written contract.
Auto Liability: No company owned vehicles. Please see blanket Additional Insured endorsement with Waiver of Subrogation included, as required per written contract.
Workers' Compensation: Waiver of Subrogation is included as per attached blanket Waiver of Subrogation endorsement, as required per written contract.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Hillsborough Metropolitan Planning Organization
Attention: Meghan Betourney
601 E. Kennedy Blvd.
Tampa, FL 33602

AUTHORIZED REPRESENTATIVE

Leticia Pecoraro

SOUL ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
### ADDITIONAL REMARKS SCHEDULE

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**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** ACORD 25  **FORM TITLE:** Certificate of Liability Insurance

**Description of Operations/Locations/Vehicles:**

GENERAL LIABILITY & AUTO LIABILITY INCLUDE THE FOLLOWING PERSON(S) OR ORGANIZATION(S): Hillsborough Metropolitan Planning Organization, The MPO and its members, officers and employees, the Planning Commission and its members, officers and employees, as required per written contract.

30 day notice of cancellation is included in the policy provisions.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS
BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. C. WHO IS AN INSURED is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
   a. In the performance of your ongoing operations;
   b. In connection with premises owned by or rented to you; or
   c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:
   a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
   b. This insurance does not apply to the rendering of or failure to render any "professional services".
   c. This endorsement does not increase any of the limits of insurance stated in D. Liability And Medical Expenses Limits of Insurance.

3. The following is added to SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)

   However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:
   a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
   b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)

   We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® BUSINESS AUTO ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

A. Broad Form Named Insured
B. Employees As Insureds
C. Blanket Additional Insured
D. Blanket Waiver Of Subrogation
E. Employee Hired Autos
F. Fellow Employee Coverage
G. Auto Loan Lease Gap Coverage
H. Glass Repair – Waiver Of Deductible
I. Personal Effects Coverage
J. Hired Auto Physical Damage Coverage
K. Hired Auto Physical Damage – Loss Of Use
L. Hired Car – Worldwide Coverage
M. Temporary Transportation Expenses
N. Amended Bodily Injury Definition – Mental Anguish
O. Airbag Coverage
P. Amended Insured Contract Definition – Railroad Easement
Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound
R. Notice Of And Knowledge Of Occurrence
S. Unintentional Errors Or Omissions
T. Towing Coverage
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:

Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs is an “insured” for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in SECTION II – COVERED AUTOS LIABILITY COVERAGE.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs.

D. Blanket Waiver Of Subrogation

The following is added to the SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any “accident” or “loss”, provided that the “accident” or “loss” arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:

An “employee” of yours is an “insured” while operating an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph 5.b. of the Other Insurance Condition in the BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own:

(1) Any covered “auto” you lease, hire, rent or borrow; and

(2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business. However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total “loss” to a covered “auto” shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto”, less:

1. The amount paid under the PHYSICAL DAMAGE COVERAGE section of the policy; and

2. Any:
   a. Overdue lease/loan payments at the time of the “loss”;
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 57 WEG ZJ1989
Effective Date: 05/01/20
Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: FEHR & PEERS
100 PRINGLE AVE STE 600
WALNUT CREEK CA 94596

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers’ compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us