

**HILLSBOROUGH COUNTY**  
**METROPOLITAN PLANNING ORGANIZATION**  
**dba**  
**HILLSBOROUGH TRANSPORTATION PLANNING**  
**ORGANIZATION (TPO)**

**PROFESSIONAL SERVICES AGREEMENT**

**General Transportation Planning Consultant Services**

**June 2023**

**Hillsborough County Metropolitan Planning Organization  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 14 day of June, 2023, by and between the Hillsborough County Metropolitan Planning Organization, dba Hillsborough Transportation Planning Organization hereinafter referred to as the "TPO", and Benesch, hereinafter referred to as "CONSULTANT".

**WITNESSETH:**

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

**SECTION I - TPO OBLIGATIONS**

The TPO agrees that it shall furnish to CONSULTANT any data and other work products readily available in the TPO 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 TPO will furnish, without charge, the following information to the CONSULTANT for the performance of Services:

- A. All criteria and full information as to the TPO'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 TPO by others which are available to the TPO and which the TPO 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 including but not limited to provisions for ADA508 Guidelines, of the State of Florida PUR 1000 General Contract Conditions Cooperative Purchasing, and the State of Florida Dept. of Transportation DBE Bid Package Information as attached as Appendix A: Additional Federal, State and Local Information
- 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 TPO shall be in a photo ready reproducible format. In addition, all documents shall be supplied to the TPO in their original, editable, electronic format. This includes technical reports, 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 TPO 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 TPO Project Manager.
- B. The DIRECTOR shall designate a qualified member of the TPO staff to serve as the TPO'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 TPO 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 TPO 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 TPO or the DIRECTOR, this shall be a cause for cancellation of a Notice to Proceed or termination of this Agreement.
- H. The TPO 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 TPO.

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

#### **SECTION V - COMPENSATION**

The TPO 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 TPO 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 - 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 VII - 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 assignments 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 TPO in a manner consistent with Section IV of this Agreement. The DIRECTOR and CONSULTANT shall abide by the decisions of the TPO. This paragraph does not constitute a waiver of either party's right to proceed in a court of competent jurisdiction.

#### **SECTION VIII - 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 TPO without restrictions or limitations upon their use and shall be made available by CONSULTANT at any time upon request by the TPO; 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 TPO for any purpose other than that for which prepared shall be at the TPO'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 IX - 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 X - COURT APPEARANCES AND CONFERENCES**

Nothing in this Agreement shall obligate CONSULTANT to prepare for or appear in litigation on behalf of the TPO 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 TPO 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 TPO.

#### **SECTION XI - NOTICES**

Any notices, reports or other written communication from CONSULTANT shall be considered delivered when posted by certified mail or accepted electronic format or delivered in person to the DIRECTOR. Any notices, reports or other communications from the TPO to CONSULTANT shall be considered delivered when posted by email, certified mail or other accepted electronic formats to CONSULTANT at the last address left on file with the TPO or delivered in person to said CONSULTANT or CONSULTANT's authorized representative.

#### **SECTION XII – 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 TPO within ten (10) days after delivery of written notice that such sums are due.

#### **SECTION XIII - 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 TPO and the TPO'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](mailto:WilkeningC@plancom.org); 601 E. Kennedy Blvd., 18th Floor, Tampa FL 33602).**

While providing services to the TPO 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 TPO to perform the service; and 2. Upon request from the TPO's custodian of public records, provide the TPO 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 TPO; and
- D. Upon completion of the contract, transfer, at no cost, to the TPO all public records in possession of the CONSULTANT or keep and maintain public records required by the TPO to perform the service. If the CONSULTANT transfers all public records to the TPO 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 TPO, upon request from the TPO's custodian of public records, in a format that is compatible with the information technology systems of the TPO.

**SECTION XIV - 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 TPO all the rights and privileges of this Agreement, including, but not limited to, the TPO'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 TPO that disadvantaged businesses, as defined in 49 Code of Federal Regulations, Part 26, shall have an opportunity to participate in the performance of TPO contracts in a nondiscriminatory environment. Pursuant to 49 CFR 26.21(a)(1) the Hillsborough County TPO has adopted the Florida Department of Transportation Disadvantaged Business Enterprise (DBE) Program for use on US DOT-assisted contracts. FDOT triennially establishes a statewide race neutral aspirational goal that a percentage of US DOT-assisted projects be awarded to DBEs. The current DBE goal is 10.65%. It is the contractor's obligation to enter DBE commitments and payments into the EOC system.

A copy of the Hillsborough County TPO'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](http://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 TPO 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/dbesbepograms.shtml>.

#### **SECTION XV - 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 TPO 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 TPO'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 TPO shall have the right to terminate this Agreement without liability.

#### **SECTION XVI - TERMINATION OF AGREEMENT**

It is expressly understood and agreed that in addition to other provisions of this Agreement providing for termination by the TPO, the TPO 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 TPO'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 TPO within ten (10) days after delivery of written notice by certified mail, return receipt requested, that said sums are due. Upon termination, the TPO may, without penalty or other obligations to CONSULTANT, elect to employ other persons to perform the same or similar Services.

#### **SECTION XVII - DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect until June 30, 2025.

#### **SECTION XIII - 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 TPO 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 TPO.

Failure by the TPO 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 TPO 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 TPO may have pursuant to this Agreement.

#### **SECTION XIX - INDEMNIFICATION AND INSURANCE**

CONSULTANT shall indemnify and hold harmless the TPO, 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 TPO 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 TPO 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 TPO.

The certificate must contain an additional clause as follows: The TPO 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 TPO 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 XX - 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 XXI - 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 XXII - 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 TPO Board.

No member, officer or employee, of the Planning Commission or the TPO 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 XXIII – FINAL ACCEPTANCE**

When CONSULTANT completes an individual task assignment pursuant to a Notice to Proceed, CONSULTANT shall so advise the DIRECTOR in writing and within thirty (30) days of delivery of such notice, the Director shall release payment for the final invoice 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 the final payment, 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 TPO under any other section of this Agreement.

**SECTION XXIV - 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 TPO 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 XXV - 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

**SECTION XXVI – APPENDIX**

The following Appendix is attached hereto and incorporated herein as integral parts of this agreement, and the CONSULTANT agree to comply with all terms contained therein:

Appendix A: Additional Federal, State and Local Information

IN WITNESS WHEREIN the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST:

Hillsborough County  
Metropolitan Planning Organization

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

Reviewed as to Form and  
Legal Sufficiency

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

\_\_\_\_\_  
TPO Chair

\_\_\_\_\_  
TPO Attorney

ATTEST:

CONSULTANT

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

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

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(witness)

(ACKNOWLEDGMENT OF CONSULTANT, IF A CORPORATION)

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

On this 7th day of June, 2023, before me, the undersigned authority, personally appeared Bill Ball, AICP, to me known to be the individual described in and who executed the foregoing instrument as Senior Vice President, of Alfred Benesch & Company, a C corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Director's or other appropriate authority of said corporation, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

WITNESS my hand and official seal the date aforesaid.

Christina M. Gomez  
(Signature of Person Taking Acknowledgment)

Christina M. Gomez  
(Name of Acknowledger Typed, Printed or Stamped)

Division Administrative Assistant II (Title or Rank)

\_\_\_\_\_  
(Serial Number, if any) (NOTARY'S SEAL)



**CHRISTINA M. GOMEZ**  
Notary Public  
State of Florida  
Comm# HH247864  
Expires 3/31/2026

**EXHIBIT "A"**

**SCOPE OF SERVICES**



**Hillsborough MPO  
Metropolitan Planning  
for Transportation**

**EXHIBIT "A"**

**SCOPE OF SERVICES  
FOR  
GENERAL PLANNING CONSULTANT**

**HILLSBOROUGH COUNTY  
METROPOLITAN PLANNING ORGANIZATION**

Hillsborough County  
Metropolitan Planning Organization  
601 E. Kennedy, 18th Floor  
Tampa, Florida 33601-1110  
813/272-5940  
FAX NO. 813/301-7172

## I. PURPOSE

The Hillsborough Metropolitan Planning Organization (TPO) 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 TPO 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 TPO 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 TPO.

**Intermodal / Freight Planning** – Assist the TPO 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 polies, 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 TPO.

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, TPO website, and TPO 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 TPO 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 TPO 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 TPO 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 TPO 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 TPO 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 TPO 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. FINAL CLOSE-OUT**

Final Audit: The TPO 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**

Benesch

---

(Name of Consultant/Subconsultant)

	HOURLY RATES <sup>1</sup>
PERSONNEL CLASSIFICATION	YEAR 1 <sup>2</sup>
Chief Computer Programmer	\$ 70.50
Chief Planner	\$ 85.20
Engineer 2	\$ 63.13
GIS Specialist	\$ 37.66
Planner	\$ 29.80
Project Planner	\$ 45.30
Project Manager 2	\$ 54.26
Senior Planner	\$ 63.08

- (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 1<sup>st</sup> 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		100.00%
Overhead	+	169.72%
FCCM	+	0.25%
Operating Margin	+	35.00%
Burdened Salary <sup>3</sup>	=	304.97%

(3) Burdened Salary not to exceed: \_\_\_\_\_



**APPROVED HOURLY RATES PER CLASSIFICATION  
AND ADDITIVE PERCENTAGES**

CTS Engineering, Inc.

(Name of Consultant/Subconsultant)

PERSONNEL CLASSIFICATION	HOURLY RATES <sup>1</sup> YEAR 1 <sup>2</sup>
Project Manager	\$71.87
Senior Engineer	\$78.00
Planner	\$39.40
Senior Planner	\$61.00
Project Planner	\$44.00
Engineer	\$52.88

- (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 1<sup>st</sup> 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		100.00%
Overhead	+	204.50%
FCCM	+	0.215%
Operating Margin	+	32.00%
Burdened Salary <sup>3</sup>	=	337%

(3) Burdened Salary not to exceed: 337%

## General Transportation Planning Consultant Services

### PROPOSED HOURLY RATES PER CLASSIFICATION AND ADDITIVE PERCENTAGES

	HOURLY RATES <sup>1</sup>
PERSONNEL CLASSIFICATION	YEAR 1 <sup>2</sup>
Chief Designer	\$ 52.19
Chief Engineer 1	\$ 85.00
Community Outreach Specialist-Senior	\$ 61.83
Design Intern	\$ 19.00
Engineer 1	\$ 47.50
Engineer 2	\$ 73.80
Engineering Intern	\$ 39.85
Engineering Technician	\$ 25.25
Senior Engineer 1	\$ 75.50

- (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 1<sup>st</sup> 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		100.000%
Overhead	+	138.470%
FCCM	+	0.237%
Operating Margin	+	<u>39.000%</u>
Burdened Salary <sup>3</sup>	=	277.707%
(3) Burdened Salary not to exceed:		<u>277.707%</u>

# **APPROVED HOURLY RATES PER CLASSIFICATION AND ADDITIVE PERCENTAGES**

Greenman-Pedersen, Inc.  
(Name of Consultant/Subconsultant)

PERSONNEL CLASSIFICATION	HOURLY RATES <sup>1</sup>
Principal Engineer	99.00
Chief Planner/	80.08
Chief Engineer 2	98.03
Chief Engineer 1	90.07
Senior Engineer 1	73.25
Engineer 2	59.60
Engineer 1	52.88
Project Planner	42.75
Project Manager 2	68.00
Senior Computer Programmer	62.85
Chief Computer Programmer	94.13

- (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 1<sup>st</sup> 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	+	165.06%
FCCM	+	0.063%
Operating Margin	+	30%
Burdened Salary <sup>3</sup>	=	295.123%

(3) Burdened Salary not to exceed:

\_\_\_\_\_

**APPROVED HOURLY RATES  
AND ADDITIVE PERCENTAGES**

---

National Data & Surveying Services  
(Name of Consultant/Subconsultant)

Services and deliverables produced by National Data & Surveying Services, Inc. will be negotiated as a direct expense for any task assignment.

**APPROVED HOURLY RATES PER CLASSIFICATION  
AND ADDITIVE PERCENTAGES**

Patel, Greene and Associates, LLC  
(Name of Consultant/Subconsultant)

PERSONNEL CLASSIFICATION	HOURLY RATES <sup>1</sup>
	YEAR 1 <sup>2</sup>
Chief Designer	\$ 51.65
Chief Engineer 1	\$ 87.05
Chief Engineer 2	\$ 86.50
Chief Scientist	\$ 59.00
Community Outreach Specialist	\$ 27.60
Community Outreach Specialist – Junior	\$ 26.83*
Community Outreach Specialist – Senior	\$ 50.00
Engineer 1	\$ 49.01
Engineer 2	\$ 60.40
Engineering Intern	\$ 36.44
Engineering Technician	\$ 28.76
Environmental Specialist	\$ 29.50
Graphic Designer	\$ 29.87
Landscape Designer/Landscape Planner	\$ 32.50
Planner	\$ 35.22
Project Manager 3	\$ 88.00
Secretary/Clerical	\$ 33.29*
Senior Engineer 1	\$ 74.32
Senior Engineering Technician	\$ 32.70
Senior Environmental Specialist	\$ 48.50
Senior Landscape Architect	\$ 56.00
Senior Planner	\$ 64.25
Technician Aid	\$ 22.33*

\*Capped per Hillsborough County request

- (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 1<sup>st</sup> 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	100.00 %
Overhead	+ 164.62 %
FCCM	+ 0.362 %
Operating Margin	+ 40.00 %
Burdened Salary <sup>3</sup>	= 304.982 %

(3) Burdened Salary not to exceed: 3.04982

**APPROVED HOURLY RATES PER CLASSIFICATION  
AND ADDITIVE PERCENTAGES**

---

Quest Corporation of America, Inc.

	HOURLY RATES <sup>1</sup>
PERSONNEL CLASSIFICATION	YEAR 1 <sup>2</sup>
Community Outreach Specialist – Senior	\$49.83
GIS Specialist	\$32.69
Graphic Designer	\$36.30

- (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 1<sup>st</sup> 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	+	141.62%
FCCM	+	0.092%
Operating Margin	+	38%
Burdened Salary <sup>3</sup>	=	279.71%

**EXHIBIT C**  
**APPROVED HOURLY RATES PER CLASSIFICATION**  
**AND ADDITIVE PERCENTAGES**

Urban Planning Innovations, LLC  
(Name of Consultant/Subconsultant)

**\*\*Services and deliverables produced by Urban Planning Innovations, LLC will be negotiated as a direct expense for any task assignment.\*\***

# **APPROVED HOURLY RATES PER CLASSIFICATION AND ADDITIVE PERCENTAGES**

WSP USA Inc.

(Name of Consultant/Subconsultant)

	<b>HOURLY RATES<sup>1</sup></b>
<b>PERSONNEL CLASSIFICATION</b>	<b>YEAR 1<sup>2</sup></b>
Chief Computer Programmer	\$63.33
Chief Planner	\$97.98
Engineer 2	\$63.41
GIS Specialist	\$40.87
Planner	\$35.55
Project Planner	\$39.36
Project Manager 2	\$71.74
Senior Planner	\$65.37

- (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 1<sup>st</sup> 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	100.00%
Overhead	+ 138.92%
FCCM	+ .124%%
Operating Margin	+ 43.00%
Burdened Salary <sup>3</sup>	= 282.04%



**EXHIBIT “D”**

**Hillsborough County Equal Employment Opportunity Requirements**

## Exhibit "D"

### 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 Transportation 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.) **\*SEE ATTACHED**
2. Workforce Analysis by race/sex and EEO Category. **SEE BELOW**
3. If organization receives federal/state/local funding, please list source and dollar amount. **N/A**
4. Name of person designated as EEO representative. **SANDRA POND**
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). **SEE 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: \_\_\_\_\_

JOB CATEGORY	TOTAL EMPLOYEES		MALES					FEMALES				
	MALE	FEMALE	WH T	BL K	HIS P	API	AI	WH T	BLK	HISP	API	AI
Officials & Managers	135	33	125	1	5	4	0	29	1	2	1	0
Professionals	522	155	448	13	31	29	1	125	9	17	4	0
Technicians	79	6	70	6	2	1	0	6	0	0	0	0
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0
Office & Clerical	26	56	21	2	3	0	0	44	6	6	0	0
Craftsmen (Skilled)	43	0	39	2	1	1	0	0	0	0	0	0
Operatives (Semi-Skilled)	0	0	0	0	0	0	0	0	0	0	0	0
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL</b>	805	250	703	24	42	35	1	204	16	25	5	0

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)**

# ALFRED BENESCH & COMPANY

## AFFIRMATIVE ACTION PLAN

1/1/2021 -12/31/2021

Alfred Benesch & Company  
35 West Wacker Drive, Suite 3300  
Chicago, IL 60601

EEO Officer: Sandra Pond, SPHR, Chief Human Resources Officer  
Alfred Benesch & Company  
35 West Wacker Drive, Suite 3300  
Chicago, IL 60601  
(312) 565-0450

## TABLE OF CONTENTS

- A. Introduction
- B. Policy Statement
- C. Designation of Responsibility
- D. Dissemination of Policy – Internal and External
- E. Action Oriented Initiatives
  - 1. Recruitment and Outreach
  - 2. Selection
  - 3. Invitation to Self-Identify for Protected Veterans and those with Disabilities
  - 4. Reasonable Accommodation
  - 5. Personnel Actions
  - 6. Training and Promotion
  - 7. Unions
  - 8. Selection of Subcontractors
  - 9. Non-segregated Facilities
- F. Internal Audit and Record Keeping
- G. Complaint Procedures
- H. Harassment/Discrimination Policy
- I. Workplace Violence Prevention Policy

## **INTRODUCTION**

Benesch employs over 750 highly talented and diverse individuals to assist in providing quality professional services to the satisfaction of its clients in transportation and infrastructure development. Our staff is comprised of a range of professional and personal backgrounds, experiences and perspectives that arise from differences of culture and circumstances. We work diligently to attract, develop, and retain a workforce that upholds these diversity standards. We are committed to creating a culture where all employees have opportunities for professional growth and development.



## POLICY STATEMENT

This firm will implement, monitor, enforce and achieve full compliance with this Affirmative Action Plan in conjunction with the applicable Federal and State laws, regulations, Executive Orders and contract provisions, including but not limited to: The Equal Employment Opportunity Provisions of the Civil Rights Act of 1964, Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) of 1990, the Family Medical Leave Act of 1993, and the Vietnam Era Veterans Readjustment Assistance Act of 1974, 38 U.S.C. 4212 ("VEVRAA"), all as amended.

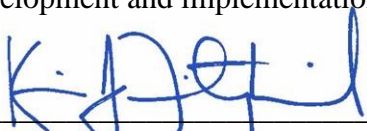
It is the policy of this firm to assure that applicants are employed, and that employees are treated during employment, without regard to an individual's race, color, religion, sex, national origin, political affiliation or belief, sexual orientation, gender identity, age, disability or protected veteran status. Additionally, Alfred Benesch & Company will take affirmative action to employ and advance in employment qualified minority, female, protected veteran and disabled employees. All employment decisions such as: recruitment and recruitment advertising; hiring; promotion; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; leaves of absence; selection for training, including on-the-job training and/or internship, are based solely on valid job requirements.

Alfred Benesch & Company will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the firm's legal duty to furnish information.

Alfred Benesch & Company is committed to the maintenance of an environment free of discrimination and all forms of coercion that impede the freedom or diminish the dignity of any employee. Any form of harassment of or by its employees, related to an employee's race, color, religion, sex, national origin, political affiliation or belief, sexual orientation, gender identity, age, disability or protected veteran status will not be tolerated. Violations of Alfred Benesch & Company's Policy on Harassment and will be treated as a disciplinary matter.

It is understood by me, my Equal Employment Opportunity Officer and my supervisory and managerial personnel that failure to effectively implement, monitor and enforce this firm's Affirmative Action Plan and/or failure to adequately document the affirmative actions taken and efforts made in accordance with our affirmative action program will result in this firm being required to recommit itself to a modified and more stringent affirmative action program. This plan, in addition to contracting agencies' Equal Employment Opportunity contract provisions and requirements, shall constitute our Affirmative Action Program.

The ultimate responsibility for the full implementation of this firm's Affirmative Action Program rests with the Chief Executive Officer of this firm. However, the day-to-day duties will be coordinated by **Sandra Pond, Chief Human Resources Officer** who has been designated by me, as the Equal Opportunity Officer of this firm. In addition, the Human Resources department, managers, supervisors and all employees are directed to aid in the development and implementation of this program and will be held responsible for compliance to its objectives.



Kevin Fitzpatrick, President and Chief Executive Officer

January 1, 2021  
Date

I have been made aware of my duties and responsibilities as the Equal Employment Opportunity Officer for this firm.

Sandra Pond  
Sandra Pond, SPHR, Chief Human Resources Officer

April 1, 2021  
Date

## **ASSIGNMENT OF RESPONSIBILITIES**

Sandra Pond, Chief Human Resources Officer, has been appointed as the Equal Employment Opportunity Officer (hereinafter referred to as the EEO Officer) and has the overall responsibility for implementing and effectively administering an Affirmative Action program and has adequate authority and responsibility to do so.

### **Responsibilities of the EEO Officer**

1. Development of the EEO policy statement and affirmative action program.
2. Development of internal and external communication procedures.
3. Conduct and/or coordinate EEO/AA training for managers and supervisors to inform them of their responsibilities pursuant to the Affirmative Action Plan.
4. Design, implementation and maintenance of internal audit and reporting procedures that will:
  - a. Measure the effectiveness of the Affirmative Action program.
  - b. Identify areas requiring remedial action.
  - c. Designate procedures to assist managers, supervisors and HR personnel in meeting goals and objectives.
  - d. Determine the degree to which goals and objectives have been reached.
5. Inform management of the progress made toward reaching EEO/AA goals and objectives.
6. Monitor compliance of proper display of EEO posters and policies.
7. Serve as a liaison between Alfred Benesch & Company and appropriate EEO enforcement agencies.

### **Responsibilities of the Chief Human Resources Officer**

1. Receive, investigate and resolve all harassment and/or discrimination complaints.
2. Notify the EEO Officer of any and all complaints and steps taken toward resolution.
3. Ensure departmental compliance with all Company policies relating to recruitment, hiring processes and new employee orientation.
4. Receive, evaluate and resolve requests for reasonable accommodation.

### **Responsibilities of Managers and Supervisors**

1. Understand the Company EEO policies and complete the required EEO/AAP/Nondiscrimination training.
2. Monitor for compliance of EEO policies within their area of management.
3. Active participation in any plan to meet goals in identified areas under their management requiring remedial action.
4. Review the qualifications of applicants and employees to ensure qualified individuals are treated in a nondiscriminatory manner when hiring, promotion, transfer, termination and selection for training occur.
5. Review the job performance of each employee under their management to assess whether personnel actions are justified based on the employee's performance of his or her job responsibilities.
6. Immediately report to the Chief Human Resources Officer and/or the EEO Officer any complaint related to equal employment, discrimination, hostile work environment, or harassment.

Sandra Pond, SPHR, CHRO & EEO Officer  
35 W Wacker Drive, Suite 3300  
Chicago, IL 60601  
(312) 565-0450

## **DISSEMINATION OF POLICY**

Alfred Benesch & Company's commitment to affirmative action and equal employment opportunity (EEO) shall be communicated in the following ways:

### **Internal Dissemination**

- a. Annual training for managers, supervisory and personnel office employees will be conducted, at which time the firm's Affirmative Action and EEO policies will be reviewed and explained. This training will be administered by the EEO officer or other qualified individual.
- b. All new supervisory or office personnel responsible for hiring, promotion, transfer, termination and selection for training will be given a thorough indoctrination of Alfred Benesch & Company's Affirmative Action and EEO policies by the EEO Officer or other qualified individual.
- c. All personnel who are engaged in direct recruitment and/or hiring decisions for the firm are informed of Alfred Benesch & Company's procedures for recruiting and hiring qualified minority group applicants.
- d. EEO posters are posted in readily accessible areas at each location as well as on the Company intranet site for employees who do not work in an office location.
- e. The firm's EEO policy is provided to all employees by means of the Employee Guide for Personnel Policies and Procedures as well as the Company intranet site.
- f. All employees are invited at any time to identify themselves as an individual with a disability, as defined by Section 503 of the Rehabilitation Act of 1973, as amended.
- g. All employees are invited at any time to identify themselves as a protected veteran, as defined by the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended.
- h. Alfred Benesch & Company's Affirmative Action Plan and EEO policy will be made available to any employee or other interested party upon request.

### **External Dissemination**

- a. The firm's EEO policy is posted on the Company website, accessible to applicants for employment, potential employees and all other interested individuals.
- b. State Employment Offices (ESDS) and third party recruitment vendors, with whom Alfred Benesch & Company has a signed contract for services, are notified of the firm's Affirmative Action and EEO policies and obligations.
- c. The application for employment contains the firm's equal employment opportunity statement.
- d. Alfred Benesch & Company's Affirmative Action Plan and EEO policy will be made available to any interested party upon request.

## **ACTION ORIENTED INITIATIVES**

All members of the firm who are authorized to hire, supervise, promote, or discharge employees, or who are substantially involved in such action(s), will be made fully informed of and will adhere to the firm's Equal Employment Opportunity (EEO) policies and contractual responsibilities to provide equal employment in each classification of employment. This shall include:

### **1. Recruitment and Outreach:**

- a. All advertisements for available positions with Alfred Benesch & Company are placed on the Careers page of the Company website for internal and external applicants. They are also placed with ESDS offices in each State and with organizations dedicated to diversity outreach, including women, minorities, those with disabilities and protected veterans.
- b. All advertisements for employment opportunities include the notation: Alfred Benesch & Company is an Equal Employment Opportunity/ Affirmative Action/ Disability/ Protected Veteran Employer. Qualified applicants are evaluated without regard to race, color, religion, sex, national origin, political affiliation or belief, sexual orientation, age, gender identity, disability, status as a protected veteran, or any other protected characteristic.
- c. The firm encourages all employees to refer qualified applicants for employment and follows established procedures for receiving, evaluating and processing all employee referrals.
- d. Alfred Benesch & Company participates in local career fairs at universities, colleges and technical schools in various states as opportunities arise from year to year and reaches out to alumni and professional organizations to promote internships and open positions.

### **2. Selection**

- a. All applicants for employment are given equal consideration. Pre-employment aptitude or similar tests are not used to screen job applicants. The same job-related questions are asked to each applicant applying for the same job classification in order to ensure that candidates are evaluated in a consistent manner as it relates to the skills and abilities required for the job.
- b. Offers for employment are extended to applicants who demonstrate that they meet and/or exceed the knowledge, skills, abilities, education, certifications and/or professional licensure required to perform the job successfully.
- c. An individual's race, color, religion, sex, national origin, sexual orientation, gender identity, political affiliation or belief, age, disability or protected veteran status are not taken into consideration when reviewing, evaluating or selecting a candidate for hire.
- d. All company selection processes will be evaluated at least annually to ensure non-discrimination.
- e. All personnel who have roles in the selection process will be chosen with consideration of their qualifications for such roles and will be provided any necessary ongoing training to ensure that the selection processes remain nondiscriminatory.

### **3. Invitation to Self-Identify**

The firm extends an invitation to job applicants, new hires and employees to self-identify as an individual with a disability or as a protected veteran. This offer is extended in the following ways:

#### **Pre-offer**

- a. The application for employment on the Alfred Benesch & Company careers website provides the option for applicants to indicate their status as a protected veteran or individual with a disability.
- b. The disability information provided by applicants pre-offer is not visible to those who may be part of the hiring decision rather it is securely stored within the applicant tracking system to ensure that hiring decisions are not affected.

#### **Post-hire**

- a. Voluntary Self-Identification forms are provided to all new employees with their new hire paperwork giving them the opportunity to indicate their status as a protected veteran or as an individual with a disability.
- b. Voluntary Self-Identification forms will be provided to all employees every five years to ensure that employees whose disability or protected veteran status has changed have the opportunity to inform the firm of their new status.

The information gathered is used solely for affirmative action purposes. It is requested on a voluntary basis and is kept confidential. Refusal to provide does not subject employees or applicants for employment to any adverse treatment.

### **4. Reasonable Accommodation:**

Alfred Benesch & Company is committed to working with and providing equal employment opportunities to individuals with disabilities or individuals regarded as having a disability, unless to do so would cause an undue hardship to the company. Alfred Benesch & Company does not discriminate against qualified individuals with disabilities in employment practices such as: application procedures, hiring, promotion, layoff or termination, compensation, training or any other conditions or privileges of employment.

- a. Alfred Benesch & Company makes reasonable accommodation to the special needs of disabled individuals and disabled veterans including access to the building, utilization of rest room facilities, and mobility requirements within the building and parking locations.
- b. Contact information is available on the Company Careers page for applicants who may need to request accommodation with the application or interview process.
- c. Information is available in the Employee Guide for Personnel Policies and Procedures for employees who may need to request job related reasonable accommodation.
- d. When a request for accommodation is received by applicants for employment or employees with a known disability, Alfred Benesch & Company will provide a reasonable accommodation to enable them to apply for employment or perform the essential functions of their job.
- e. All requests for reasonable accommodation should be presented to the Human Resources department for evaluation and determination. Requests will be responded to as soon as possible on a case-by-case basis.

## **5. Personnel Actions:**

Personnel actions that determine wages, working conditions, and employee benefits shall be established and administered without regard to race, color, religion, sex, national origin, sexual orientation, political affiliation or belief, gender identity, age, disability or protected veteran status. The following procedures apply to personnel actions of every type including: hiring, promotion, transfer, demotion, layoff, termination, and selection for training.

- a. The firm will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of personnel.
- b. The firm will periodically review personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, prompt corrective action will be taken, such corrective action shall include all affected persons.
- c. The firm evaluates rates of pay within each job classification and region annually to ensure that there are no discriminatory wage practices present. Additionally, the Company conducts an annual salary analysis to determine whether the current rate of pay is commensurate with each employee's performance and job classification.
- d. Performance reviews are assigned quarterly to be completed by employees and their managers.
- e. Annually, the firm considers employees for promotion based on job performance and responsibilities, new licensure and/or continued education.
- f. The firm will promptly investigate all complaints of alleged discrimination made and will take appropriate corrective action. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective actions shall include all affected persons. Upon completion of each investigation, the contractor will inform every complainant of all avenues of appeal.

## **6. Training and Development:**

Alfred Benesch & Company encourages career development for all employees. Employees and applicants for employment are advised of available training opportunities.

- a. Alfred Benesch & Company does not have a formal apprenticeship program but offers on-the-job training to employees new to their particular trade who have been hired into entry level positions.
- b. All employees, including women, minorities, those with disabilities and protected veterans, who may have a need for on-the-job training have equal access to it.
- c. All employees are encouraged to further their career through training, certifications and professional licensure.
- d. The firm provides employees free unlimited access to an online course library comprised of courses specific to the A/E/C industry. Additionally, the firm has an approval process for reimbursement of fees incurred by employees who choose to attend job-related training opportunities from an outside source.
- e. In-house training seminars, Lunch-and-Learns and other similar opportunities are available companywide on a regular basis.

## **7. Unions:**

If ever the firm relies in whole or in part upon unions as a source of labor, best efforts will be made to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees.

- a. The firm will use best efforts to incorporate an EEO clause into each union agreement to the extent that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, political affiliation or belief, sexual orientation, gender identity, age, disability or protected veteran status.
- b. The firm is to obtain information as to the referral practices and policies of the labor union except that to the extent that such information is within the exclusive possession of the labor union and such labor union refuses to furnish the information to the contractor, the contractor shall notify the contracting agency of the efforts made to obtain the information.
- c. In the event the union is unable to provide the firm with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, political affiliation or belief, sexual orientation, gender identity, age, disability or protected veteran status; making full efforts to obtain qualified minority group persons and women.

## **8. Selection of Subcontractors:**

The firm will notify subcontractors and suppliers with whom it does business of its EEO policy, contract requirements and affirmative action obligations.

- a. The firm shall use his/her best efforts to ensure subcontractor/sub-consultant compliance with Federal and State EEO requirements.
- b. The selection and retention of subcontractors, including procurement of materials and leases of equipment will be made in a nondiscriminatory way without regard to race, color, sex, national origin, political affiliation or belief, sexual orientation, gender identity, age, disability, or protected veteran status.

## **9. Non-segregated Facilities**

The firm will ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, national origin, political affiliation or belief, sexual orientation, gender identity, age, disability or protected veteran status cannot result. No employee shall be denied access to adequate facilities on the basis of gender or disability.



## **INTERNAL AUDIT AND REPORTING PLAN**

Alfred Benesch & Company shall keep records as necessary to document compliance with EEO requirements. Such reports shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of contracting agencies and/or the United States Department of Transportation. The following records are maintained:

- a. The number and work hours of minority and non-minority group members and women employed in each work classification;
- b. The progress and efforts being made in cooperation with unions, when applicable, to increase the employment opportunities for minorities, women;
- c. The progress and efforts being made in recruiting, hiring, training, qualifying, and promoting minority, female, disabled or protected veteran employees;
- d. Complaints of Discrimination

In order to substantiate this firm's efforts and affirmative actions to provide equal opportunity, the firm will maintain and submit, as requested, documentation such as referral request correspondence, copies of advertisements utilized and follow-up documentation to substantiate that efforts were made in good faith. This firm will maintain the necessary internal audit procedures and record keeping systems to report the firm's affirmative action efforts.

## **COMPLAINT PROCEDURE**

The Complaint Procedure will address discrimination complaints regarding race, color, religion, sex, national origin, political affiliation or belief, sexual orientation, gender identity, age, disability or protected veteran status, from both current and prospective employees. These individuals have the right to make full utilization of this Complaint Procedure without jeopardizing in any way their current or prospective employee status.

The components of the Complaint Procedure are as follows:

- 1) The Equal Opportunity Employment Officer will receive all written complaints of discrimination. These may be direct from the employee or upon referral from a supervisor who has received a complaint from an employee.
- 2) All discrimination complaints filed under this procedure will be accepted for investigations up to and including thirty (30) days after the date of the alleged discriminatory act.
- 3) All complaints will be recorded on the “Notice of discrimination Complaint” form and signed by the complainant. At this time, the complainant will be counseled as to the other avenues of redress open to him/her; i.e., the complainant procedure of the EEOC/OFCCP and/or applicable Commission on Human Rights for their State.
- 4) The Division of Contract Compliance will be notified of all complaints and the ultimate resolution of the complaint in future Affirmative Action Plan updates.
- 5) All complaints will be investigated and processed by **Alfred Benesch & Company, Inc.** within thirty (30) days after their receipt.
- 6) The complainant will be notified, in writing regarding the results of the investigation and the final disposition of the complaint, including any proposed remedial action.
- 7) Should the complainant disagree with the decision, he/she can still avail him/herself of any, or all of the other avenues of redress previously explained (see #3).
- 8) In the event an employee wishes to bypass internal complaint procedure, they have the right to file directly to Federal EEOC (Equal Employment Opportunity Commission) and/or the (CHRO) Commission on Human Rights and Opportunities.
- 9) The Equal Employment Opportunity Officer will take the necessary steps to ensure the confidentiality of all Title VII complaint records and of any counseling done in the course of the complaint procedure.

## **HARASSMENT/DISCRIMINATION POLICY**

The Company will not tolerate harassment/ discrimination of or by its employees. Any form of harassment related to an employee's race, color, sex, sexual orientation, religion, national origin, political affiliation or belief, sexual orientation, gender identity, age, marital status, veteran status or disability is a violation of this policy and will be treated as a disciplinary matter.

The Company is committed to the maintenance of an environment free of discrimination and all forms of coercion that impede the freedom or diminish the dignity of any employee.

The Company will not tolerate sexual or other harassment by employees whether it is aimed at other Company employees or the employees or representatives of clients, vendors or others with whom we do business. By the same token, the Company likewise endeavors to protect our employees against harassment by non-employees with whom we do business.

Sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute harassment when:

1. Submission to such conduct is made or threatened to be made, either explicitly or implicitly, a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used or threatened to be used as the basis for employment decisions affecting that individual; and/or
3. Such conduct has the purpose or effect of substantially interfering with an individual's professional performance by creating an intimidating, hostile or offensive workplace environment.

Any employee who believes that they have been the victim of harassment or who becomes aware of an incident of harassment as defined above should first bring any such matter to the attention of the Human Resources Department and request an interview.

At the interview, the complainant may request the presence of another employee. The manager receiving the complaint will immediately seek to resolve the matter by informal discussions with the person(s) involved. If the complainant or the alleged offender is not satisfied with the proposed resolution, he or she may request review of the matter by the CEO/President.

The Company will ensure that a person who, in good faith, reports or complains of harassment will not be subjected to retaliation. The Company will also do its best to ensure that a person against whom such a complaint is brought; is treated fairly and has an adequate opportunity to respond to the accusations, and that the findings made, if any, are supported by evidence. To the greatest extent possible, complaints of harassment will be handled in a confidential manner. The affected parties will be notified of the final disposition of the complaint.

## **WORKPLACE VIOLENCE PREVENTION POLICY**

The Company is committed to preventing workplace violence and to maintaining a safe work environment. It has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees should be treated with courtesy and respect at all times. Employees are expected to refrain from conduct that may be dangerous to others.

Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate manager or the Human Resources Department. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public.

The Company will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

**EXHIBIT “E”**

**FEDERAL TRANSIT ADMINISTRATION  
CIVIL RIGHTS ASSURANCE**

### **Nondiscrimination Statement**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the 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:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

### **USDOT TITLE VI ASSURANCE Clauses A & E from DOT 1050.2A**

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. The current specifications for DBE certifications may be found [here](#).
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 NC

COUNTY OF Wake

Before me, the undersigned authority, personally appeared SreeKanth Nandagiri who was sworn and says:

1. He is (Title) EVP of (Firm) Benesch with office in (City and State) Cary NC.

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) N/A with the Clerk of Agency Proceedings. [If inapplicable, enter N/A].

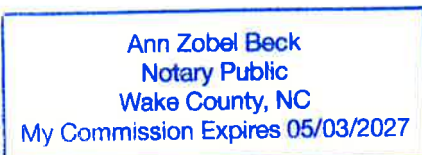
8. This affidavit includes disclosure of employees who were charged or convicted of contract crimes while in the employ of another company.

SreeKanth Nandagiri  
Signature

Sworn to and subscribed before me this 13<sup>th</sup> day of April, 20 23.

Ann Zobel Beck  
Notary

My Commission Expires: 5.3.2027



### 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, dba Hillsborough Transportation Planning Organization (TPO)

by Sreekanth Nandagiri, PE, PMP, Southeast Regional Manager, Executive Vice President  
(Print individual's name and title)

for Alfred Benesch & Company, Inc.  
(Print name of entity submitting sworn statement)

whose business address is 1000 N. Ashley Dr., STE 400, Tampa, FL 33602

and (if applicable) its Federal Employer Identification Number (FEIN) is 36-2407363.  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_ - \_\_\_\_ - \_\_\_\_.)

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. I 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 in to 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 an 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 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 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Sheekanth Nandagiri  
(Signature)  
4.13.2023  
(Date)

STATE OF NC

COUNTY OF Wake

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Sree Kanth Nandagiri who, after first being sworn by me,  
(Name of individual signing)  
affixed his/her signature in the space provided above on this 13<sup>th</sup> day of  
April, 2023.

Ann Zobel Beck  
NOTARY PUBLIC

My commission expires: 5.3.2027

Ann Zobel Beck  
Notary Public  
Wake County, NC  
My Commission Expires 05/03/2027

# 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.

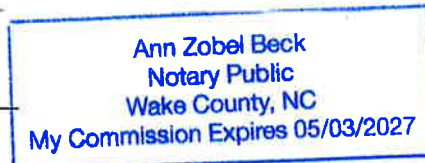
CONSULTANT further agrees that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the TPO determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such contract adjustments 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 TPO, whichever is later.

SREEKANTH NANDAGIRI, PE, PMP  
Name of CONSULTANT

By: Sreekanth Nandagiri  
Authorized Signature

Title: EVP

Attest: Ann Zobel Beck  
Secretary or Notary



If individual, furnish two witnesses:

\_\_\_\_\_  
Witness (1)

\_\_\_\_\_  
Witness (2)

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 North Carolina County of Wake  
I, Sreekanth Nandigiri, PE, PMP, hereby attest and swear  
(Name)  
that I am Exec. Vice President of Alfred Benesch & Company, Inc.  
(Title) (Firm)  
Tampa Office, Hillsborough County, FL and the named firm  
(City and County)  
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 Hillsborough 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.

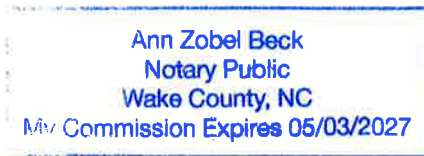
(3) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall note the exception below and attach an application to this proposal.

**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.

Seelkath Nandagin  
Affiant

Sworn to and subscribed before me this 13<sup>th</sup> day of April, 2023



Ann Zobel Beck  
Notary  
My commission expires: 5.3.2027

# Florida UCP DBE Directory

Number of Records Returned: 1

Selection Criteria:

Vendor : CTS ENGINEERING INC

---

Vendor Name: [CTS ENGINEERING INC](#)

DBE Certification: **CERTIFIED**

MBE Certification: Certified

DBA:

Former Name:

Business Description: TRANSPORTATION PLANNING/TRAFFIC ENGINEERING/AND TRAFFIC DATA COLLECTION

Mailing AddressJ: 8095 NW 12TH ST STE 315  
DORAL, FL 33126-

Contact Name: SHENG YANG

Phone: (305) 599-8698

Fax: (305) 599-8692

Email: [SYANG@CTSEINC.COM](mailto:SYANG@CTSEINC.COM)

ACDBE Status: N

Statewide Availability: N

Certified NAICS

541330 Engineering Services

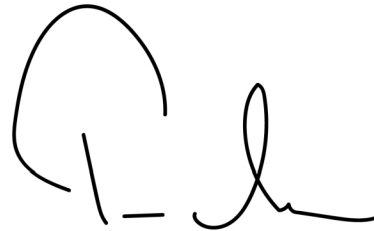
541690 Other Scientific and Technical Consulting Services

# State of Florida

## Minority Business Certification

Patel, Greene, and Associates, LLC

Is certified under the provisions of  
287 and 295.187, Florida Statutes, for a period from:  
03/28/2023 to 03/28/2025



---

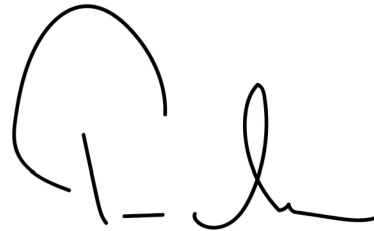
J. Todd Inman  
Florida Department of Management Services

# State of Florida

## Woman Business Certification

Urban Planning Innovations

Is certified under the provisions of  
287 and 295.187, Florida Statutes, for a period from:  
July 27, 2022 to July 27, 2024



---

J. Todd Inman  
Florida Department of Management Services

**EXHIBIT G**  
**CONSULTANT**  
**CERTIFICATES OF INSURANCE**



ALFRBEN-01

LGHIGLIAZZA

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/13/2023

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

<b>PRODUCER</b> Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): (617) 328-6555 <b>FAX</b> (A/C, No): (617) 328-6888 <b>E-MAIL ADDRESS:</b> boston@amesgough.com
<b>INSURED</b> Alfred Benesch & Company (Tindale-Oliver & Associates, Inc.) 1000 N. Ashley Drive, Suite 400 Tampa, FL 33602	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Charter Oak Fire Insurance Company A++ (XV) 25615 INSURER B : Travelers Property Casualty Company of America 25674 INSURER C : Phoenix Insurance Company A++, XV 25623 INSURER D : Berkshire Hathaway Specialty Insurance Company 22276 INSURER E : INSURER F :

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		630-0D870755	5/31/2022	5/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		BA-0N614884	5/31/2022	5/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP-9R47920A	5/31/2022	5/31/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-5K723986	5/31/2022	5/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab			47EPP30529705	5/31/2022	5/31/2023	Per Claim 1,000,000
D				47EPP30529705	5/31/2022	5/31/2023	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
If AI box is checked, GL Endt Form# CGD604, Auto Endt Form# CAT499 to the extent provided therein applies and all coverages are in accordance with the policy terms and conditions.

RE: Benesch Project Nbr: P2318258, Hillsborough County Transportation Organization (TPO) General Transportation Consultant Services (GPC) (PM: Demian Miller).

The TPO and its members, officers and employees, the Planning Commission and its members, officers and employees shall be included as additional insured with respects to General and Auto Liability where required by written contract. A 30 Day Notice of Cancellation is provided in accordance with the policy terms and conditions.

## CERTIFICATE HOLDER

## CANCELLATION

Hillsborough County Metropolitan Planning Organization dba Hillsborough Transportation Planning Organization 601 E. Kennedy Blvd., 18th Floor Tampa, FL 33601-1110	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE gared maxwell
---	--

## APPENDIX A

### Additional Federal, State and Local Information

#### EQUAL OPPORTUNITY STATEMENT:

The TPO in accordance with the provisions of Title VI of the Civil Rights Act of 1964, hereby notifies all firms and individuals that it will require affirmative efforts be made to ensure participation by minorities in any contract for consultant services. Disadvantaged business enterprises (DBE) will be afforded full opportunity to submit proposals in response to advertisements and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability, family, or religious status in consideration for an award. The TPO has a DBE participation policy statement and participates in FDOT's statewide goal.

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DBE BID PACKAGE INFORMATION 275-030-11 EQUAL OPPORTUNITY OFFICE

##### DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

##### DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact [EOOHelp@dot.state.fl.us](mailto:EOOHelp@dot.state.fl.us).



**Bid Opportunity List**

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs**.

Please complete the attached Bidders Opportunity List form and submit to the MPO within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting.

## **DBE/AA Plans**

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "\_\_\_\_" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chair in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us**.

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

## **PROMPT PAYMENT**

The TPO will ensure that the following clause is placed in every USDOT-assisted contract and subcontract:

(A) Every contract let by the TPO for the performance of work shall contain a provision requiring the prime contractor, before receipt of any progress payment under the provisions of such contract, to certify that the prime contractor has disbursed to all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment out of previous progress payments received by the prime contractor for all work completed and materials furnished in the previous period, less any retainage withheld by the prime contractor pursuant to an agreement with a subcontractor, as approved by the TPO for payment. The TPO shall not make any such progress payment before receipt of such certification, unless the contractor demonstrates good cause for not making any such required payment and furnishes written notification of any such good cause to both the TPO and the affected subcontractors and suppliers.

(B) Every contract let by the TPO for the performance of work shall contain a provision requiring the prime Contractor, within 30 days of receipt of the final progress payment or any other payments received thereafter except the final payment, to pay all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment for all work completed and materials furnished, unless the Contractor demonstrates good cause for not making any such required payment and furnishes written notification of any such good cause to both the TPO and the affected subcontractors or suppliers within such 30-day period. Each invoice on a contract with DBE participation will be required to be submitted on our standard invoice format requiring DBE breakout and the above Prompt Payment statement attached to it.

## STATE of FLORIDA PUR 1000 GENERAL CONTRACT CONDITIONS

**43.Cooperative Purchasing:** The TPO participates in Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser. State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042, F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

### ADA508 GUIDELINES FOR CONSULTANTS

Plan Hillsborough is dedicated to providing accessible documents to the public and will be requiring all consultant deliverables to follow these accessibility guidelines:

- Title and Author Chart descriptions should include what they show and the general conclusions that should be drawn. Describing colors on charts and maps is not helpful for the visually impaired, so refrain from doing that.

The PDF document must have an appropriate title and author data. Subject and keyword data are helpful but optional. See [Adobe's help page on document properties](#) for further information on how to edit document properties.

#### Alternate Text

All images in the PDF document must either have alternate text applied or be marked as decorative. See [Adobe's help page on alternate text](#) for further information on how to add alternate text to images. Below are some examples of images and appropriate alt text:

- Photos need a general description of what you see.
- Chart descriptions should include what they show and the general conclusions that should be drawn. Describing colors on charts and maps is not helpful for the visually impaired, so refrain from doing that.
- Simple maps should explain purpose and location and any other relevant details.
- There is no way to make a detailed map like this one fully accessible, which is where our disclaimer comes in that states to call us for help. We would then explain the map over the phone.

#### Reading Order

All elements in the PDF document must be in the correct reading order, that is, the order in which assistive devices should read them. See [Adobe's help page on reading order](#) for further information on how to adjust element reading order. [This video](#) also highlights how to determine proper reading order and arrange PDF tags within the document to ensure the reading order is logical.

Plan Hillsborough's Document Accessibility Disclaimer  
This disclaimer should be in every document after the cover page.

*"Persons needing assistance reading or interpreting items in this document, free of charge, are encouraged to contact Joshua Barber, (813) 272-5940, or [barberj@plancom.org](mailto:barberj@plancom.org). Plan Hillsborough (the Planning Commission, the Hillsborough TPO, and the Hillsborough River Board) cannot ensure accessibility for items produced by other agencies or organizations.*

*Se recomienda a las personas que necesiten ayuda para leer o interpretar este documento, sin costo alguno, que se pongan en contacto con Joshua Barber, (813) 272-5940, o [barberj@plancom.org](mailto:barberj@plancom.org). Plan Hillsborough (la Comisión de Planificación, el TPO de Hillsborough y la Junta del Río Hillsborough) no puede asegurar la accesibilidad de los documentos publicados por otras agencias u organizaciones. Si sólo habla español, por favor llame a la línea de ayuda en español al (813) 272-5940 marque el número*