

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 Kittelson and Associates, Inc., 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; 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. 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.shtm>.

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: _____

TPO Chair

Reviewed as to Form and
Legal Sufficiency

By: _____

TPO Attorney

ATTEST:

CONSULTANT

By: _____

(title)

By: _____

(witness)

(ACKNOWLEDGMENT OF CONSULTANT, IF A CORPORATION)

STATE OF ~~FLORIDA~~ VIRGINIA
COUNTY OF ~~HILLSBOROUGH~~ FAIRFAX

On this 25th day of May, 2023, before me, the undersigned authority,
personally appeared Jane Lim-Yap, to me known to be the individual
described in and who executed the foregoing instrument as Vice President, of _____
Kittelson & Associates, Inc., a _____ 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
Personally Known as identification and did (did not) take an oath.

WITNESS my hand and official seal the date aforesaid.

Jane Lim-Yap
Signed on 2023/05/25 13:00:07 -000

(Signature of Person Taking Acknowledgment)

Bonnie Lee Clark
Signed on 2023/05/25 13:00:07 -000

Bonnie Lee Clark

(Name of Acknowledger Typed, Printed or Stamped)

Bonnie Lee Clark
Registration # 7844836
Electronic Notary Public
Commonwealth of Virginia
My commission expires the 31 day of Jul 2023

(Title or Rank)

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

Notarial act performed by audio-visual communication

584BC579-E66E-41E4-9339-73E1F8BE5721 -- 2023/05/25 10:47:15 -5:00 -- Remove Notary



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**

Kittelson & Associates, Inc.
(Name of Consultant/Subconsultant)

	HOURLY RATES (1)
PERSONNEL CLASSIFICATION	YEAR 1 (2)
Chief Engineer 1	\$83.10
Chief Engineer 2	\$82.84
Chief Planner	\$80.84
Senior Engineer 1	\$71.96
Senior Planner	\$68.37
Senior Landscape Architect	\$70.56
Project Planner	\$52.83
Planner	\$39.79
Project Manager	\$54.43
Engineer 1	\$52.86
Engineer 2	\$62.93
Engineering Intern	\$38.39
Engineering Technician	\$34.29
Senior Computer Programmer	\$60.14
Senior Designer	\$49.20
Designer	\$45.03
Chief Designer	\$50.95
Graphic Designer	\$37.23
GIS Specialist	\$48.41
Transportation Data Analyst	\$38.92
Transportation Data Scientist	\$80.62
CADD/Computer Technician	\$32.34
Secretary/Clerical	\$30.09

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

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

Additive Percentages:

Salary		100%
Overhead	+	208.97%
FCCM	+	0.080%
Operating Margin	+	40.00%
Burdened Salary (3)	=	349.05%

(3) Burdened Salary not to exceed: 349.05%

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

Environmental Science Associates

(Name of Consultant/Subconsultant)

PERSONNEL CLASSIFICATION	HOURLY RATES ¹
	YEAR 1 ²
Chief Planner	\$96.15
Chief Scientist	\$69.48
Environmental Specialist	\$36.91
GIS Specialist	\$50.65
Graphic Design	\$38.82
Planner	\$40.63
Senior Engineer 2	\$76.96
Senior Environmental Specialist A	\$57.01
Senior Environmental Specialist B	\$48.64
Senior Planner	\$82.33

- (1) Unburdened, does not include overhead, fringe benefits, facility capital cost of money, operating margin or out-of-pocket expenses
- (2) Future year rates will become effective February 1st of each year and will be escalated based on the annual percent increase of the CPI-W, all items, as published by the Bureau of Labor Statistics mid-January each year.

Additive Percentages:

Salary		%
Overhead	+	207.66 %
FCCM	+	.00 %
Operating Margin	+	30.00 %
Burdened Salary ³	=	337.66 %

(3) Burdened Salary not to exceed: 337.66

*Senior Environmental Specialist A and B used to distinguish: A for Noise Analysts that are at a different rate structure professionally than B for Ecologists.

**Chief Scientist and Graphic Design rates have been reduced to the 75th percentile. Senior Planner and Planner rates are higher than the 75th percentile however these specific individuals are proposed due to their expertise in Sustainability, Resiliency and Climate Change Adaptation, which are key expertise areas that ESA is to provide.

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

Kittelson & Associates, Inc./Pritchett Steinbeck Group, Inc.

(Name of Consultant/Subconsultant)

	HOURLY RATES ¹
PERSONNEL CLASSIFICATION	YEAR 1 ²
Chief Planner	\$55.64
Senior Planner	\$53.93
Senior Environmental Specialist	\$47.47
Environmental Specialist	\$39.52
Planner	\$39.00
GIS Specialist	\$40.25

- (1) Unburdened, does not include overhead, fringe benefits, facility capital cost of money, operating margin or out-of-pocket expenses
- (2) Future year rates will become effective February 1st of each year and will be escalated based on the annual percent increase of the CPI-W, all items, as published by the Bureau of Labor Statistics mid-January each year.

Additive Percentages:

Salary		100.00%
Overhead	+	166.91%
FCCM	+	0.00%
Operating Margin	+	33.00%
Burdened Salary ³	=	299.91%

(3) Burdened Salary not to exceed: 299.91%



FLA Rate Schedule 2022

Turning Movement Counts (Per Continuous Count Period)	Per Location (2 Hour Min.)	Additional Hour
Driveway In/Out Count (e.g. RIRO)	\$ 140	\$ 45
Standard Count	\$ 200	\$ 70
High Volume Count	\$ 320	\$ 120
Complex Count (e.g. SPUI, Multi-Lane Roundabout)	\$ 360	\$ 150
Video Only (Per Camera Setup; Continuous Up To 24 Hours)	\$ 175	-

Bike & Pedestrian Counts (Per Continuous Count Period)	Per Location (2 Hour Min.)	Additional Hour
Screenline Count (e.g. Greenway, 1-2 Sidewalks and/or Bike Lanes)	\$ 120	\$ 40
Intersection/Midblock Crossing Count	\$ 140	\$ 50

Tube/Radar Counts	Per Location (24 Hour Min.)	Additional Day
1-3 Lane Roadway Volume-Only	\$ 180	\$ 50
4+ Lane Roadway Volume-Only	\$ 320	\$ 90
1-3 Lane Roadway Volume/Speed/Class	\$ 220	\$ 80
4+ Lane Roadway Volume/Speed/Class	\$ 400	\$ 110
Mainline Radar Survey	\$ 600	\$ 100

Travel Rate	\$ 90 per hour
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Tampa ~~and~~ Orlando ~~and~~ Miami ~~and~~ Fort Lauderdale ~~and~~ Tallahassee

Rates are valid for the above metropolitan areas. For counts outside these regions, items not covered above, or any other questions please contact your local office representative.

(813) 374-0110 | www.QualityCounts.net

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

Vistra Communications, LLC
(Name of Consultant/Subconsultant)

	HOURLY RATES ¹
PERSONNEL CLASSIFICATION	YEAR 1 ²
Community Outreach Specialist Senior	89.13
Community Outreach Specialist	45.40
Graphic Designer	38.17
Community Outreach Junior	30.27
Secretary/Clerical	27.65

- (1) Unburdened, does not include overhead, fringe benefits, facility capital cost of money, operating margin or out-of-pocket expenses
 (2) Future year rates will become effective February 1st of each year and will be escalated based on the annual percent increase of the CPI-W, all items, as published by the Bureau of Labor Statistics mid-January each year.

Additive Percentages:

Salary		100%
Overhead	+	112%
FCCM	+	0%
Operating Margin	+	30%
Burdened Salary ³	=	242%

(3) Burdened Salary not to exceed: 242%

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

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

FIRM NAME: Kittelson & Associates, Inc.

JOB CATEGORY	TOTAL EMPLOYEES		MALES					FEMALES				
	MALE	FEMALE	WH T	BL K	HIS P	API	AI	WH T	BLK	HISP	API	AI
Officials & Managers	7	5	5	1		1		3		1	1	
Professionals *	136	119	109	1	9	15		82	1	7	23	
Technicians **	20	12	15	3		2		6		1	4	
Sales Workers												
Office & Clerical ***	1	13				1		11		1		
Craftsmen (Skilled)												
Operatives (Semi-Skilled)												
Laborers (Unskilled)												
Service Workers												
TOTAL	164	149	129	5	9	19		102	1	10	28	

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

Two or More Races
 * 2 males; 6 females
 ** 1 female
 *** 1 female

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

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**Kittelison & Associates, Inc.
Corporate
Portland, Oregon**

**Affirmative Action Program for
Women and Minorities**

**851 SW 6th Ave, Suite 600
Portland, Oregon 97204**

**This affirmative action program covers the period from
8/1/2022 through 7/31/2023**

Kittelerson & Associates, Inc.
Corporate

**EQUAL EMPLOYMENT OPPORTUNITY /
AFFIRMATIVE ACTION POLICY STATEMENT**

It is the policy of KAI to consider all qualified applicants for available positions without regard to race, color, sex, religion, age, national origin, disability, genetic information, gender identity, sexual orientation or veteran status. Advancement to positions of greater responsibility is based on an individual's demonstrated performance.

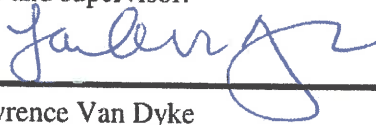
KAI is committed to the EQUAL EMPLOYMENT OPPORTUNITY POLICY and as part of the Affirmative Action Plan will:

- recruit, hire, upgrade, train, and promote in all job classifications without regard to race, color, sex, religion, age, national origin, disability, genetic information, gender identity, sexual orientation or veteran status;
- base employment decisions on the principles of Equal Employment Opportunity and with the intent to further the company's commitment to affirmative action and workplace diversity;
- ensure that all other personnel actions such as compensation benefits, company-sponsored training, educational tuition assistance, social and recreational programs, shall be administered without regard to race, color, gender, religion, age, national origin, genetic information, gender identity, sexual orientation, veteran status, or disability;
- take affirmative action to ensure that minority group individuals, women, protected veterans, and qualified persons with a disability are introduced into the workforce and that these employees are encouraged to aspire for promotion and are considered, as promotional opportunities arise; and
- ensure that employees and applicants are not subjected to intimidation and/or harassment, threats, coercion, or discrimination because they have filed a complaint, assisted or participated in an investigation or any other activity, or opposed any act or practice made unlawful by the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA), and Section 503 of the Rehabilitation Act of 1973.

Kittel & Associates, Inc.
Corporate

In keeping with the above commitments and policy, KAI will analyze its personnel transactions once a year to ensure equal opportunity for all individuals. As with any other company goals, management's performance regarding the Affirmative Action Program will be evaluated.

KAI will ensure that the intent and practice of this policy is carried out. The ultimate responsibility for fulfilling the intent of this policy, however, lies with every department head and supervisor.



Lawrence Van Dyke

CFO

9/27/22

Date

Kittelison & Associates, Inc.
Corporate
Portland, Oregon

1. ORGANIZATIONAL PROFILE

[41 C.F.R. § 60-2.11]

As required by 41 C.F.R. § 60-2.11, KAI has prepared an organizational profile for this establishment as part of its affirmative action program. The organizational profile is a depiction of the staffing pattern within this establishment. The profile provides an overview of the workforce at the establishment that may be used to assist in identifying organizational units where women or minorities are underrepresented or concentrated.

KAI has elected to prepare a workforce analysis to satisfy the organizational profile requirement of 41 C.F.R. § 60-2.11(a).

Pursuant to the requirements of 41 C.F.R. § 60-2.11(c), the workforce analysis is a listing of each job title as it appears in applicable collective bargaining agreements or payroll records, ranked from the highest paid to the lowest paid within each department or other similar organizational unit including departmental or unit supervision. If there are separate work units or lines of progression within a department, KAI has prepared a separate list for each such work unit, or line, including unit supervisors. If and where there are lines of progression, KAI has indicated the order of jobs in the line through which an employee could move to the top of the line. If and where there are no formal progression lines or usual promotional sequences, job titles are listed by department, job families, or disciplines, in order of wage rates or salary ranges. For each job title, the total number of incumbents, the total number of male and female incumbents, and the total number of male and female incumbents in each of the minority subgroups have been provided. The wage rate or salary range for each job title will be provided upon request. All job titles, including all managerial job titles, are listed.

For purposes of this affirmative action program, an organizational unit is defined primarily as any discrete component of KAI's corporate structure at which there is a level of supervision responsible and accountable for establishing the employment terms and conditions (e.g., selection, compensation, etc.) of the employees therein. In addition, this establishment's organizational units also may include discrete components of the establishment's structure that are monitored separately for cost, accounting, payroll, or other operational purposes.

The establishment's management team reviews the organizational profile at the beginning of each affirmative action program year to determine whether the establishment's staffing patterns indicate potential barriers to equal employment opportunity. See Section 8-1.

**Kittelson & Associates, Inc.
Corporate
Portland, Oregon**

2. JOB GROUP ANALYSIS

[41 C.F.R. § 60-2.12]

As required by 41 C.F.R. § 60-2.12, KAI has prepared a job group analysis report for this establishment as part of its affirmative action program. The job group analysis report lists all job titles that comprise each job group.

For purposes of this affirmative action program, KAI has combined job titles with similar content, wage rates, and opportunities into job groups. Among the relevant factors considered by KAI when establishing job groups at this establishment were:

- the duties and responsibilities of the job titles;
- the compensation structure for the job titles;
- training, transfers, promotions, pay mobility, and other career enhancement opportunities; and
- the number of incumbents in each job group.

The job group analysis report lists all job titles for all positions located at the establishment.

Where jobs located at other establishments have been included in this establishment's affirmative action program, the job group analysis report has been annotated to identify the physical location of those jobs at other establishments.

Where jobs located at this establishment have been included in another establishment's affirmative action program, the job group analysis report has been annotated to identify the program in which the jobs have been included.

Appendix B contains a list of job groups and their constituent job titles for this establishment.

**Kittelison & Associates, Inc.
Corporate
Portland, Oregon**

3. PLACEMENT OF INCUMBENTS IN JOB GROUPS

[41 C.F.R. § 60-2.13]

As required by 41 C.F.R. § 60-2.13, KAI has separately stated the percentage of minorities and the percentage of women it employs in each job group. These percentages are stated in the job group analysis report provided as Appendix B-1.

**Kittelson & Associates, Inc.
Corporate
Portland, Oregon**

4. DETERMINING AVAILABILITY

[41 C.F.R. § 60-2.14]

As required by 41 C.F.R. § 60-2.14, KAI has separately determined the availability of minorities and women for each job group. KAI's determination of availability complies with the Office of Federal Contract Compliance Programs' (OFCCP's) regulations that require consideration of at least two factors, internal availability and external availability, to determine the theoretical availability of minorities and women for the job groups KAI has established. This determination of availability has several steps.

A. Consideration of Factors

The table below sets forth the documentation of KAI's consideration of the two factors specified in 41 C.F.R. § 60-2.14(c):

Regulation	Factor	Consideration
41 C.F.R. § 60-2.14 (c)(1)	Requisite skills in the reasonable recruitment area	KAI has identified reasonable recruitment areas for each job group. They are identified in the section immediately following. The methodology for determining requisite skills is set forth in Section D below.
41 C.F.R. § 60-2.14 (c)(2)	Promotable, transferable and trainable	For each job group, KAI has identified the job groups and/or job titles from which employees historically have been promoted or transferred. In addition, KAI has considered those employees within the organization who could, with appropriate training which KAI is reasonably able to provide, be promoted or transferred during the affirmative action program year. The methodology is explained in Section D below.

Pursuant to 41 C.F.R. § 60-2.14(d), when considering the factors necessary to determine availability, KAI has used the most current and discrete statistical information reasonably available.

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B. Determining Appropriate Geographic Areas/Feeder Pools

KAI determines the reasonable recruitment area(s) for each job group based on the requirements set forth in 41 C.F.R. § 60-2.14(c)(1) and 41 C.F.R. § 60-2.14(e). KAI has not drawn its reasonable recruitment areas in such a way as to have the effect of excluding minorities or women.

KAI has identified the reasonable recruitment area(s) for all job groups and noted these areas in Appendix C. The brief rationale for selecting these areas is that they represent the geographic area(s) from where KAI historically has been successful in recruiting candidates for positions within this job group and/or from where they would reasonably commute.

KAI determines the pool of promotable, transferable and trainable employees (“feeder pools”) for each job group based on the requirements set forth in 41 C.F.R. § 60-2.14(c)(2) and 41 C.F.R. § 60-2.14(f). KAI has not defined these pools in such a way as to have the effect of excluding minorities or women.

KAI has identified the feeder pool(s) for all job groups and noted these feeder pools in Appendix D. The brief rationale for selecting these feeder pools is that they represent the job groups, job titles, or job grades from which employees historically have been transferred or promoted into this job group.

C. Census Data

Data from the 2014-2018 Census EEO tabulation was used to determine external availability. The Census Bureau releases data in several databases. One, reflecting all employees in a given geographic area in 237 individual occupational classification categories, is the most widely used, and was used for most of the job groups at KAI.

D. Requisite Skills Data and Determining Composite Availability

Pursuant to the requirements of 41 C.F.R. § 60-2.14(g), KAI has calculated availability for minorities and women in such a way as to allow for a determination as to whether separate job titles within each job group had availability rates different enough to warrant calculation of a composite availability figure.

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External Availability

Each job group's availability was calculated with consideration of the specific job titles comprising each job group. Because KAI's external availability calculation was performed in this manner, it was possible to get a reasonably accurate match between job content, compensation, and opportunity by matching Occupational Classification Codes (OCCs) from the 2014-2018 EEO tabulation with the job titles within job groups. Each title was matched to a single OCC where possible.

External availability data is provided as Appendix D.

Internal Availability

Internal availability was calculated by reviewing actual historical hiring and internal placement activities and reviewing demographic data for those employees who could, with appropriate training which KAI is reasonably able to provide, become promotable or transferable during the affirmative action program year.

Internal availability data is provided as Appendix E.

Composite Availability

Where a job group was comprised of job titles with rates of availability different enough to warrant a composite availability calculation, KAI calculated such a composite availability by:

- determining the availability for each job title;
- determining the proportion of job group incumbents employed in each job title;
- weighting the availability for each job title by the proportion of job group incumbents employed in each job title within that job group; and
- adding the weighted availability estimates for all job titles within the job group.

E. Calculating Final Availability

Pursuant to the requirements of 41 C.F.R. § 60-2.14(b), KAI has separately determined final availability rates for minorities and women. This data is provided as Appendix F.

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5. COMPARING INCUMBENCY TO AVAILABILITY

[41 C.F.R. § 60-2.15]

Pursuant to the requirements of 41 C.F.R. § 60-2.15, KAI has compared the percentage of minorities and women in each job group with the rates of availability for those job groups.

Where the percentage of minorities or women was less than would reasonably be expected given their availability, KAI established a goal in accordance with 41 C.F.R. § 60-2.16.

Pursuant to the terms of OFCCP's May 4, 2000 Notice of Proposed Rulemaking and the Supplementary Information published with the regulations at 41 C.F.R. Part 60-2 on November 13, 2000, KAI has used the "80 percent" method with the application of a "one-person" rule when making its determinations as to whether the percentage of minorities or women was less than would reasonably be expected given their availability. See 65 Fed. Reg. 26087, 26098 (May 4, 2000); 65 Fed. Reg. 68021, 68033 (November 13, 2000).

The results of KAI's comparisons are provided as Appendix F.

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6. PLACEMENT GOALS

[41 C.F.R. § 60-2.16]

Pursuant to the requirements of 41 C.F.R. § 60-2.16, KAI has established placement rate goals for minorities and/or women in those job groups where the percentage of minorities and/or women employed was less than would reasonably be expected given their availability.

Pursuant to the requirements of 41 C.F.R. § 60-2.16(c), the placement rate goals established by KAI always at least equal the availability rate for minorities and/or women in that particular job group.

Pursuant to the requirements of 41 C.F.R. § 60-2.16(d), KAI has, where required, established a single goal for all minorities.

KAI has adhered to the following principles when establishing its placement rate goals:

- KAI has established these goals as objectives or targets reasonably attainable by means of applying every good faith effort to make all aspects of its affirmative action program work.
- These goals are not rigid and inflexible quotas that must be met. They are not considered as either a ceiling or a floor for the employment of particular groups.
- In all employment decisions, KAI's policy requires that selection decisions be made in a nondiscriminatory manner. Goals will not be used as a justification to extend a preference to any individual, select an individual, or adversely affect an individual's employment status, on the basis of race, color, religion, sex, age, national origin, disability, genetic information, gender identity, sexual orientation or veteran status.
- KAI does not use placement goals to establish set-asides for specific groups, nor are they used to achieve proportional representation or equal results.
- KAI's policy does not permit these goals to supersede merit selection principles.

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KAI engages in good faith efforts during the affirmative action program year to place individuals into job groups where a goal or goals have been set, such that the proportion of minority and/or female placements (whichever is applicable) during the year will roughly equal their availability for the job group.

KAI's placement rate goals for this establishment are reported as Appendix F and Appendix G. Action-oriented programs to address these goals are discussed in Section 9.

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7. DESIGNATION OF RESPONSIBILITY

[41 C.F.R. § 60-2.17(a)]

Pursuant to the requirements of 41 C.F.R. § 60-2.17(a), KAI has assigned Melissa Bourquein, HR Administrator, as the official of this establishment responsible for the implementation of equal employment opportunity and the affirmative action program (EEO/AAP Coordinator).

This official's position description has been updated to include their EEO/AAP Coordinator responsibilities.

To ensure effective implementation of the affirmative action program, the EEO/AAP Coordinator has the authority, resources, support of and access to the establishment's senior operational executives. The EEO/AAP Coordinator's responsibilities include, but are not limited to:

- directing, conducting, or participating in the in-depth analysis of the establishment's total employment process to determine whether and where impediments to equal employment opportunity exist (see Section 8);
- directing and assisting in the development and implementation of action-oriented programs designed to correct problem areas identified (see Section 9);
- directing and assisting in the design and implementation of auditing systems to ensure implementation of the affirmative action program (see Section 10);
- reviewing internal EEO reports with all levels of the establishment's management team on a scheduled basis (see Section 10);
- advising top management at the establishment of the program's effectiveness and submitting recommendations to improve unsatisfactory performance (see Section 10);
- drafting appropriate portions of the affirmative action program consistent with the implementation of KAI's affirmative action policies and procedures;
- serving as liaison between the government and the establishment; and
- serving as liaison between the establishment and appropriate organizations in the community upon which KAI may rely in fulfilling program obligations.

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8. IDENTIFICATION OF PROBLEM AREAS

[41 C.F.R. § 60-2.17(b)]

Pursuant to the requirements of 41 C.F.R. § 60-2.17(b), this establishment periodically performs in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist. These analyses include an evaluation of the establishment's:

- workforce by organizational unit and job group to determine whether there are any problems of minority or female utilization or of minority or female distribution;
- personnel activity, including applicant flow, hires, terminations, and promotions to determine whether there are selection disparities;
- compensation system to determine whether there are gender-, race-, or ethnicity-based disparities;
- selection, recruitment, referral, and other personnel procedures to determine whether they result in disparities in the employment or advancement of minorities or women; and
- other areas that might impact the success of the affirmative action program.

The results of these analyses are as follows:

41 C.F.R. § 60-2.17(b)(1)

Job groups in which the rates of minority and/or female employment were less than would reasonably be expected are reported in Appendix F.

KAI also has analyzed the establishment's organizational units to determine whether and where minorities and/or women were underrepresented or concentrated. If and where these potential issues were identified, they have been addressed in Section 9 of the AAP.

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41 C.F.R. § 60-2.17(b)(2)

Impact ratio analyses were performed to determine whether the establishment's selection practices for hiring, promotions, and terminations had a disparate impact on women or minorities. These analyses included use of the "80 percent test" and, where appropriate, other tests for statistical significance commonly recognized by the courts and federal civil rights enforcement agencies as acceptable methods for determining whether adverse impact is present. These analyses indicated that none of the establishment's employment practices had a disparate impact on minorities or women.

41 C.F.R. § 60-2.17(b)(3)

This AAP year, the establishment will analyze its compensation system to ensure that the system does not discriminate on the basis of race, ethnicity, or gender.

41 C.F.R. § 60-2.17(b)(4)

The establishment has reviewed its selection, recruitment, and referral procedures to determine whether they resulted in disparities in the employment or advancement of minorities or women, with the conclusion that they did not.

41 C.F.R. § 60-2.17(b)(5)

The establishment periodically reviews those policies and practices it believes may impact the success of the affirmative action program, to determine whether impediments to equal employment opportunity appear to exist.

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9. ACTION-ORIENTED PROGRAMS

[41 C.F.R. § 60-2.17(c)]

The establishment has developed and plans to execute action-oriented programs designed to correct the problem areas identified in Sections 6 and 8 of this Affirmative Action Program.

When developing these programs, the establishment reviewed them to ensure that they did not consist solely of the same procedures that previously have produced inadequate results.

Elements of these action-oriented programs include the following:

A. Placement Rate Goals

Job Group	Professionals Engineering Sr.
Minority Goal	20.08%

Action Plan

KAI will give full consideration to all qualified candidates. When positions are to be filled through external recruitment, KAI will attempt meaningful recruitment efforts with organizations that can provide qualified female and/or minority candidates for the position. When positions are to be filled internally, KAI will give full consideration to all internal female and/or minority applicants.

B. Identification of Problem Areas

Analyses were conducted of the establishment's total employment process to identify potential problem areas. These analyses are briefly described in Section 8. Where the establishment's action plans pertaining to these analyses are not already addressed in Section 8, the following highlights those steps that the establishment will undertake during this AAP year to resolve the problems identified:

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Job Group or Issue	Action Plan
Underutilized job groups.	Give full consideration to all qualified candidates. When positions are to be filled through external recruitment, KAI will attempt meaningful recruitment efforts with minority and/or female organizations that can provide qualified candidates for the position.

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10. INTERNAL AUDIT REPORTING SYSTEM

[41 C.F.R. § 60-2.17(d)]

This establishment has developed and implemented a system that periodically measures the effectiveness of its affirmative action program. This system includes the following:

- periodically monitoring progress toward affirmative action goals;
- periodically monitoring records pertaining to hiring, promotions, and terminations;
- periodically monitoring records pertaining to other selection procedures, including referrals, placements, and transfers;
- periodically monitoring records pertaining to compensation;
- conducting scheduled internal reporting on the degree to which equal employment opportunity and organizational objectives as established in Section 9 have been attained;
- reviewing reports with all levels of management at the establishment;
- advising top management at the establishment of the affirmative action program's effectiveness; and
- recommending to top management at the establishment methods to improve unsatisfactory affirmative action performance.

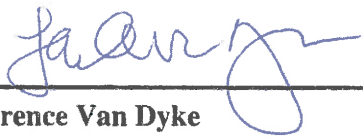
The establishment's EEO/AAP Coordinator is responsible for executing (or directing the execution of) these internal audit and reporting responsibilities.

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11. CONCLUSION AND APPROVAL

KAI has developed this Affirmative Action Plan with the intent and purpose of guiding management in achieving equal employment opportunity without regard to race, color, sex, religion, age, national origin, disability, genetic information, gender identity, sexual orientation or veteran status. It is also our intent to further incorporate EEO/AA policies for all employees. The entire management team is committed to the vigorous support of these programs and to a good-faith effort to attain the objectives and principles of the Equal Employment Opportunity and Affirmative Action programs.

Program Approved By:



Lawrence Van Dyke
CFO



Date



Kittelson & Associates, Inc.

Corporate

2022 EEO-1 Worksheet

EEO-1 Description	Race/Ethnicity															Total
	Hispanic or Latino		Not Hispanic or Latino								Female					
			Male				Female				Female					
	Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races		
1.1 Executive/Senior Level Officials and Managers	0	1	5	1	0	1	0	0	3	0	0	1	0	0	12	
1.2 First/Mid-Level Officials and Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
2 Professionals	9	7	109	1	1	14	0	2	82	1	1	22	0	6	255	
3 Technicians	0	1	15	3	0	2	0	0	6	0	0	4	0	1	32	
4 Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
5 Administrative Support Workers	0	1	0	0	0	1	0	0	11	0	0	0	0	1	14	
6 Craft Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7 Operatives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
8 Laborers and Helpers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
9 Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	9	10	129	5	1	18	0	2	102	1	1	27	0	8	313	

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 Florida

COUNTY OF Orange

Before me, the undersigned authority, personally appeared Jane Lim-Yap who was sworn and says:

1. He is (Title) Senior Principal Planner of (Firm) Kittelson & Associates, Inc. with office in (City and State) Tampa, Florida.

2. *[If applicable]* The named firm is submitting the attached proposal for FDOT Work Program Item Number N/A, Project Number N/A, 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.

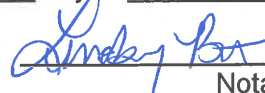
6. Neither the firm nor its affiliates, nor anyone associated with them is presently debarred, suspended or otherwise ineligible from participating in contract lettings by any state agency in any state or the FHWA

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.


Signature

Sworn to and subscribed before me this 25 day of April, 2023.


Notary

My Commission Expires: 8/16/26

NOTICE



Lindsey Burt
Comm.: HH 267629
Expires: Aug 16, 2026
Notary Public - State of Florida

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 Jane Lim-Yap
(Print individual's name and title)

for Kittelson & Associates, Inc.
(Print name of entity submitting sworn statement)

whose business address is 851 SW 6th Avenue, Suite 600, Portland, OR 97204

and (if applicable) its Federal Employer Identification Number (FEIN) is 93-0964447.
(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. In understand that an "affiliate" as defined in 287.133(1)(a), **Florida Statutes** means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters 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.

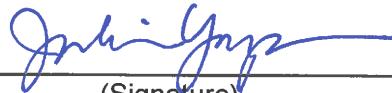
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public 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.)

Jul 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.

Jul 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.

Jul 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.



(Signature)

4/25/2023

(Date)

STATE OF Florida

COUNTY OF Orange

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Jane Lim-Yap who, after first being sworn by me,
(Name of individual signing)

affixed his/her signature in the space provided above on this 25 day of
April, 2023.



NOTARY PUBLIC

My commission expires: 8/16/26



Lindsey Burt
Comm.: HH 267629
Expires: Aug 16, 2026
Notary Public - State of Florida

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.

Kittelson & Associates, Inc.

Name of CONSULTANT

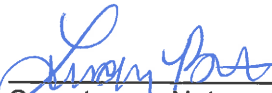
By:


Authorized Signature

Title:

Senior Principal Planner

Attest:


Secretary or Notary



Lindsey Burt
Comm.: HH 267629
Expires: Aug 16, 2026
Notary Public - State of Florida

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 Florida County of Orange

I, Jane Lim-Yap, hereby attest and swear
(Name)

that I am Senior Principal Planner of Kittelson & Associates, Inc.
(Title) (Firm)

Portland, Multnomah 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] 439336-4

State Project Number(s) N/A

Federal Air Project Number(s) 0059-060-M

in Hillsborough County(ies), Florida.

I further hereby certify that:

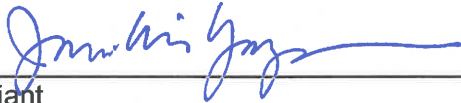
- (1) I am either an officer, director, partner, key employee, or other person within the prospective primary participant with primary management or supervisory responsibilities;
- (2) To the best of my knowledge and belief, the prospective primary participant and its principals;
 - (a) Are not presently 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.

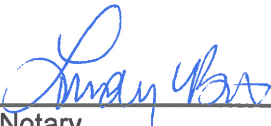
Exceptions:

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.



Affiant

Sworn to and subscribed before me this 25 day of April, 20 23



Notary
My commission expires: 8/16/26



Lindsey Burt
Comm.: HH 267629
Expires: Aug 16, 2026
Notary Public - State of Florida



GREATER ORLANDO
AVIATION AUTHORITY



JACKSONVILLE
TRANSPORTATION
AUTHORITY

Florida Unified Certification Program

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

CERTIFICATE OF ELIGIBILITY

PRITCHETT STEINBECK GROUP INC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

54□6□0□

□

Samuel Febres (Sammy)

DBE & Small Business Development Manager

Florida Department of Transportation





GREATER ORLANDO
AVIATION AUTHORITY



Miami-Dade County
Nurturing Excellence Every Day

Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE) Certificate of Eligibility

VISTRA COMMUNICATIONS, LLC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

- 512110 – Motion Picture and Video Production
- 541430 – Graphic Design Services
- 541611 – Administrative Management and General Management Consulting Services
- 541613 – Marketing Consulting Services
- 541614 – Process, Physical Distribution, and Logistics Consulting Services
- 541690 – Other Scientific and Technical Consulting Services
 - 541810 – Advertising Agencies
 - 541820 – Public Relations Agencies
 - 541830 – Media Buying Agencies
- 541870 – Advertising Material Distribution Services
- 541890 – Other Services Related to Advertising
- 541910 – Market Research and Public Opinion Polling

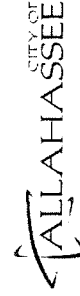
10-17-18

DATE:

By: Cheryl L. Hawkins, Business Diversity Manager



JACKSONVILLE
TRANSPORTATION
AUTHORITY



As of 1/20/2018

ANNIVERSARY DATE - Annually on September 29

VISTRA COMMUNICATIONS, LLC has been certified under Florida's Unified Certification Program (UCP) as a Disadvantaged Business Enterprise (DBE) in accordance with 49 Code of Federal Regulation Part 26.

DBE certification does not expire. It is contingent upon the firm maintaining eligibility annually through this office. Owners will be notified of their responsibilities in advance of the anniversary date.

The firm is listed in Florida's DBE Directory which can be accessed at the following link:
<http://www.fdot.gov/equalopportunity/>

Prime contractors and consultants must verify the firm's DBE certification status, and identify eligible work area(s) through the Directory.

The Authority's DBE Program Office is available, offering managerial and technical assistance at no cost.

Contact us at (813) 554-1450 or via email DBEProgram@TampaAirport.com.

Cheryl L. Hawkins
Business Diversity Manager



EXHIBIT G
CONSULTANT
CERTIFICATES OF INSURANCE

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/22/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services NW PR 601 Union Street, Suite 1000 Seattle, WA 98101		CONTACT NAME: Please See Below: PHONE (A/C, No, Ext): 206 441-6300 FAX (A/C, No): 610-362-8530 E-MAIL ADDRESS: Seattle.PLCertRequest@usi.com	
		INSURER(S) AFFORDING COVERAGE INSURER A : Hanover Insurance Company	NAIC # 22292
INSURED Kittelson & Associates, Inc. 851 SW 6th Avenue, Suite 600 Portland, OR 97204		INSURER B : Hanover American Insurance Company INSURER C : XL Specialty Insurance Company INSURER D : Allmerica Financial Benefit Ins. Co. INSURER E : INSURER F :	36064 37885 41840

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	ZH2D78128004	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 Stop Gap \$ 1,000,000
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	AW2D78128705	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	WM2D78128904	01/01/2023	01/01/2024	<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
C	Professional Liability Incl. Pollution		<input checked="" type="checkbox"/>	DPR5006540	01/01/2023	01/01/2024	\$5,000,000 per claim \$5,000,000 annl aggr.

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

****Please Note:** The limits shown above may not represent the full limits of coverage carried by the Named Insured, but are shown as evidence that coverage is carried with limits at least as high as is required by

contract.**

(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

Hillsborough County
Metropolitan Planning Organization;
601 E. Kennedy, 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

Open A. Ryan

DESCRIPTIONS (Continued from Page 1)

Certificate holder continues: dba Hillsborough Transportation Planning.

RE: KAI PN 28741 - Hillsborough TPO GPC.

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to Hillsborough County Metropolitan Planning Organization dba Hillsborough Transportation Planning, its officers and employees, only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. The General Liability and Automobile Liability policies contain a special endorsement with "Primary and Noncontributory" wording, when required by written contract. The General Liability, Automobile Liability and Workers Compensation, Professional Liability policies provide a Waiver of Subrogation when required by written contract. The General Liability, Automobile Liability and Workers Compensation, Professional Liability policies include an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.

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.

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. 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. 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