

***PINELLAS COUNTY GOVERNMENT IS COMMITTED TO PROGRESSIVE PUBLIC POLICY, SUPERIOR PUBLIC SERVICE, COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE OF AUTHORITY AND SOUND MANAGEMENT OF PUBLIC RESOURCES, TO MEET THE NEEDS AND CONCERNS OF OUR CITIZENS TODAY AND TOMORROW.***



**NON-CONTINUING PROFESSIONAL SERVICES AGREEMENT**

**RFP TITLE: 126th Avenue N. Improvements from US HWY 19 to 34th Street N. PD & E Study**

**RFP CONTRACT NO. 167-0404-NC (SS)**

**COUNTY PID NO. 002925A**

**NON-CONTINUING FIRM: H.W. Lochner, Inc.**

**PROFESSIONAL ENGINEERING SERVICES NON-CONTINUING SERVICES  
SAMPLE AGREEMENT  
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**SECTION 1  
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR  
126th Avenue N. Improvements from US HWY 19 to 34th Street N. PD & E Study**

THIS AGREEMENT, entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and, H.W. Lochner, Inc. with offices in Tampa, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, Pinellas County, herein referred to as the COUNTY, requires **PROFESSIONAL ENGINEERING SERVICES** associated with support to develop plans and specifications and perform all other professional engineering services as may be required to complete a Project Development & Environment (PD&E) Study to assess a 4 lane divided urban facility in the 126<sup>th</sup> Ave. N. corridor, from US Highway 19 North. to 49<sup>th</sup> Street North, and a 2 lane divided section from 49<sup>th</sup> Street North to 34<sup>th</sup> Street North with future capacity for improvement to 4 lanes, and an extension of the Pinellas Trail Loop from Roosevelt Blvd. (S.R. 688) to the Duke Energy Trail via 28<sup>th</sup> Street North, Scherer Drive North and 34<sup>th</sup> Street North (PROJECT) in Pinellas County, Florida.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL ENGINEERING SERVICES requisite to the development of the PROJECT; and

WHEREAS, the CONSULTANT has expressed the willingness and ability to provide the aforementioned Services; and

NOW THEREFORE, the COUNTY and the CONSULTANT, in consideration of the mutual covenants hereinafter set forth, agree as follows:

## **SECTION 2 SCOPE OF PROJECT**

### **2.1 PROJECT DESCRIPTION AND PROFESSIONAL REQUIREMENTS**

For the purposes of this Agreement the term PROJECT shall include all areas of proposed improvements, all areas that may reasonably be judged to have an impact on the PROJECT, and all PROJECT development phases and the services and activities attendant thereto. It is not the intent of this Agreement to identify the exact limits or details involved in providing satisfactorily completed PROJECT documents. The CONSULTANT shall provide the following professional services described in Exhibit A to develop a National Environmental Policy Act (NEPA) compliant Project Development & Environment Study (Study) with the objective of obtaining all federal, state, and local approvals required for eligibility for federal funding of the future design and construction of the PROJECT. Exhibit A, Scope of Services is attached.

The general objective of this project is to complete a PD&E Study with complete analysis and assessment of the PROJECT'S impact on social, economic, and cultural resources and the natural and physical environment in order to obtain Federal Highway Administration (FHWA), administered through the Florida Department of Transportation (FDOT), Location and Design Concept Acceptance (LDCA). Elements of the Study to include, but is not be limited to:

- A traffic study to assess a 4 lane divided urban facility from US Highway 19 N. to 49th St. N. and 2 lane divided section from 49th St. N. to 34th St. N. with future capacity for improvement to 4 lane.
- The typical section improvements to be assessed are bike lanes, sidewalks, and a multi-use trail that is a proposed component of the Pinellas Trail Loop (south gap).
- A connection to the Pinellas Trail Loop segment on Roosevelt Blvd. via 28th St. N., Scherer Dr. N. and 34th St. N.
- Potentiality of a new roadway segment that connects 126th Avenue N. to Scherer Dr. N. directly, as opposed to via 34th St. N.
- Consideration of the impacts from Gateway Expressway. This project is within the Gateway Economic Development Area.

As applicable to the Study, any permits required for NEPA approval shall be obtained by the CONSULTANT. Plans shall be prepared in accordance with Civil 3D Pinellas County Requirements

a) Required Deliverables

- Civil 3D file (eTransmit) of plans and for each transmittal phase. The plans shall be provided electronically, plus two (2) paper prints signed and sealed by a Professional Engineer certified in the State of Florida, where applicable.
- All technical specifications required for NEPA approval.
- All Study reports, exhibits and supporting documentation.

### **2.2 PROJECT PHASES**

All project phases shall be completed on or before the milestone dates provided in the COUNTY approved PROJECT design schedule referenced in Exhibit A.

### **2.3 CONSULTING RESPONSIBILITIES**

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work, including checking and review of plans, and that submittals are complete.
- B. The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

- C. The CONSULTANT represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of or have any contractual relationship with the COUNTY. Primary liaison with the COUNTY will be through the CONSULTANT'S Project Manager. All of the services required hereunder will be performed by the CONSULTANT or under the CONSULTANT'S supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.
- D. The CONSULTANT shall endorse all reports, calculations, contract plans, and survey data. Services shall be prepared under the direction of an engineer registered in the State of Florida and qualified in the required discipline. Products or services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.
- E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, prepared in Microsoft Project 2013 or later, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within ten (10) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY'S Project Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.
- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, and shall incorporate appropriate design adjustments into the PROJECT, in a timely manner, resulting from the review exchange.

## 2.4 GENERAL PD&E CONDITIONS

2.4.1 The CONSULTANT shall coordinate and solicit appropriate input, with the knowledge of the COUNTY.

2.4.2 All PD&E data, plans, and drawings shall be delivered electronically and or on CD ROM formatted to .DXF or .DWG utilizing the latest COUNTY AutoCAD Civil 3D Kit version, as well as providing reproducible hard copies of plans and drawings. All specification and other documents shall be delivered electronically and or on a CD ROM, Microsoft Word & Excel format as required, as well as the reproducible hard copies.

2.4.3 One (1) original and nine (9) copies of all deliverables are required unless specific submittal requirements are specified elsewhere in this Agreement.

2.4.4 The CONSULTANT shall develop acceptable alternates to any and all design recommendations that may be declared unacceptable.

## 2.5 GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be prepared by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

**SECTION 3**  
**SERVICES TO BE FURNISHED BY THE CONSULTANT**

3.1 SEE EXHIBIT A – SCOPE OF SERVICES.

3.2 BIDDING PHASE – Not Applicable

3.3 CONSTRUCTION PHASE – Not Applicable

3.4 PROVISIONS RELATED TO ALL PHASES

3.4.1 The CONSULTANT will investigate and confirm in writing to the COUNTY, to the best of the CONSULTANT'S knowledge, conformance with all applicable local public and utility regulations.

3.4.2 The CONSULTANT will coordinate work designed by various disciplines.

3.4.4 The CONSULTANT shall submit to the COUNTY design notes and computations to document the design conclusions reached during the development of the PER.

- a. One (1) hard copy and an electronic copy of the design notes and computations shall be submitted to the COUNTY with the draft PER. When the PER is submitted for final review, the design notes and computations corrected for any COUNTY comments shall be resubmitted. At the PROJECT completion, a final set of the design notes and computations, properly endorsed by the CONSULTANT, shall be submitted with the final PER.
- b. The design notes and calculations shall include, but not be limited to, the following data:
  - 1) Design criteria used for the PROJECT.
  - 2) Roadway geometric calculations
  - 3) Structural calculations.
  - 4) Drainage calculations.
  - 5) Traffic design calculations
  - 6) Traffic control calculations
  - 7) Calculations as required by provisions of the Florida Energy Conservation Manual (Department of General Services), latest revision.
  - 8) Calculations showing probable cost comparisons of various alternatives considered.
  - 9) Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
  - 10) Other PROJECT-related correspondences as appropriate.

3.4.5 Each set of plans for the PROJECT shall be accurate, legible, complete in design, suitable for bidding purposes and drawn to scales acceptable to the COUNTY. The completed plans shall be furnished on reproducible material and in a format, which is acceptable to the COUNTY.

3.4.6 The CONSULTANT shall make such reviews, visits, attend such meetings and conferences and make such contacts as are necessary for the proper preparation of plans and specifications for the PROJECT.

3.4.7 The COUNTY in no way obligates itself to check the CONSULTANT'S work and further is not responsible for maintaining project schedules.

3.4.8 Other CONSULTANT responsibilities shall be as listed below:

- a. Provide necessary sealed drawings to obtain building permits or any utility permit.
- b. Assist the COUNTY in Contractor claims and/or litigation.
- c. Review the Adequacy and completeness of documents submitted by the Contractor to protect the COUNTY against claims by suppliers or third parties.

3.4.9 The CONSULTANT must be familiar with the intent, thoroughness, safety factors and design assumptions of all structural calculations.

3.4.10 All work prepared and/or submitted shall be reviewed and checked by a CONSULTANT (Architect/Engineer) registered in Florida. All plans shall be signed and sealed by the Professional CONSULTANT in responsible charge.

3.5 PERMIT APPLICATIONS AND APPROVALS – Not Applicable

3.6 COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES

3.6.1 The requirements of the various utility services shall be recognized and properly coordinated with the PROJECT.

3.6.2 Drainage investigations shall be coordinated with any city or drainage district that may be affected by or have an effect on the PROJECT.

#### **SECTION 4 SERVICES TO BE FURNISHED BY THE COUNTY**

4.1 The COUNTY shall provide the following for the CONSULTANT'S use and guidance:

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to the PROJECT, which the COUNTY may have in its possession.
- B. Reproduces of the COUNTY Engineering Department Standard Drawings applicable to the PROJECT.
- C. Sample copies of the COUNTY standard contract documents and specifications.
- D. Preparation of legal (front-end) section of the specifications.

#### **SECTION 5 PRESENTATIONS, PUBLIC MEETINGS AND TECHNICAL LIAISON**

The following services shall be provided at no additional cost to the COUNTY:

5.1 Prior to the commencement of the PER, the COUNTY will conduct with the CONSULTANT a pre-commencement conference for the purpose of discussing issues relative to the PROJECT, study preparation and submittal procedures and to convey to the CONSULTANT such items provided for under Section 4 as may be required and available at that time.

5.2 The CONSULTANT shall make presentations to the COUNTY'S Director of Public Works or designee as often as reasonably requested and at any point in the PROJECT development should issues arise which make additional presentations other than those listed elsewhere in this Agreement, in the COUNTY'S best interest.

5.3 The CONSULTANT shall participate in Monthly PROJECT Conferences with COUNTY staff personnel. The meetings will be scheduled by the COUNTY at a location provided by the COUNTY.

5.4 The CONSULTANT shall attend, as technical advisor to the COUNTY all meetings or hearings conducted by permitting agencies or public bodies in connection with any permit required for the approval of the PROJECT, and shall prepare all presentation aids, documents and data required in connection with such meetings or hearings, and at the discretion of the COUNTY, shall either plead the COUNTY'S case or provide engineering and technical assistance to the COUNTY in its pleading of the case.

5.5 The CONSULTANT shall keep accurate minutes of all meetings and distribute copies to all attending. These meetings shall be set up through the COUNTY and appropriate COUNTY staff shall attend.

5.6 The CONSULTANT shall prepare all exhibits and provide necessary staff to conduct public meetings as outlined in Exhibit A, Scope of Services.

## **SECTION 6 PAYMENT GUIDELINES AND CATEGORY OF SERVICES**

### **6.1 BASIC SERVICES**

The services described and provided for under Sections 2, 3 and Exhibit A shall constitute the Basic Services to be performed by the CONSULTANT under this Agreement.

### **6.2 OPTIONAL SERVICES**

Services noted in Exhibit A of this Agreement as "Optional" shall constitute the Optional Services to be performed by the CONSULTANT under this Agreement. Optional Services shall be rendered by the CONSULTANT only upon written authorization by the COUNTY'S Executive Director of the Public Works, or designee.

### **6.3 CONTINGENCY SERVICES**

When authorized in writing by the COUNTY'S Director of Public Works or designee, the CONSULTANT shall furnish services resulting from unforeseen circumstances not anticipated under Basic Services due to minor changes in the PROJECT scope.

Compensation for any Contingency Services assignments shall be negotiated between the COUNTY and the CONSULTANT at the time the need for services becomes known.

### **6.4 ADDITIONAL SERVICES**

When executed by the County Administrator or Board of County Commissioners as an amendment to this Agreement, the CONSULTANT shall provide such additional services as may become necessary because of changes in the Scope of PROJECT. Additional Services shall be classified as any change beyond the Contingency Services upset limit for compensation.

### **6.5 INVOICING**

The CONSULTANT may submit invoices for fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed for each phase. Billings within each phase of work shall be for the percentage of work effort completed to date for that phase. The COUNTY shall make payments to the CONSULTANT for work performed in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq., F.S.



The CONSULTANT shall provide copies of supporting receipts/invoices/billing documentation. Work other than lump sum shall be reimbursed at the firm's standard hourly rates for all related services. A breakdown of man hours and billing rates shall be provided with each invoice. An hourly rate sheet is attached (Exhibit B).

Should an invoiced amount for fees earned appear to exceed the work effort believed to be completed, the COUNTY may, prior to processing of the invoice for payment, require the CONSULTANT to submit satisfactory evidence to support the invoice.

All progress reports shall be mailed to the attention of the designated Project Manager, Public Works, 14 S. Ft. Harrison Ave, Clearwater, FL 33756.

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable  
Pinellas County Board of County Commissioners  
P. O. Box 2438  
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

Fees for contingent or additional services authorized shall be invoiced separately, and shall be due and payable in full upon the presentation of satisfactory evidence that the corresponding services have been performed.

## **SECTION 7 COMPENSATION TO THE CONSULTANT**

7.1 For the BASIC SERVICES provided for in this Agreement, as defined in Section 3.10, the COUNTY agrees to pay the CONSULTANT as follows:

A Lump Sum Fee of: Ninety Three Thousand Eight Hundred Thirty Six and 05/100 Dollars (\$93,836.05) for Task 1 – General Tasks.

A Lump Sum Fee of: One Hundred Thirteen Thousand Eight Hundred Twenty One and 48/100 Dollars (\$113,821.48) for Task 2 - Public Involvement.

A Lump Sum Fee of: Four Hundred Seventeen Thousand Two Hundred Ninety Three and 84/100 Dollars (\$417,293.84) for Task 3 – Engineering Analysis & Reports.

A Lump Sum Fee of: One Hundred Eight Thousand Six Hundred Seventy One and 00/100 Dollars (\$108,671.00) for Task 4 – Environmental Analysis & Reports.

A Lump Sum Fee of: Forty One Thousand Five Hundred Five and 38/100 Dollars (\$41,505.38) Task 5 – Environmental Document.

The above fees shall constitute the total not to exceed amount of Seven Hundred Seventy-Five Thousand One Hundred Twenty-Seven dollars and 75/100 (**\$775,127.75**) to the CONSULTANT for the performance of Basic Services. All man hours are billed per the established and agreed hourly rates. The hourly rates are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay Metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S. and/or the County Travel Policy, as approved by the County.

7.2 For the OPTIONAL SERVICES provided for in the Agreement, as defined in Task 6 of Exhibit A, the COUNTY agrees to pay the CONSULTANT as follows:

A Lump Sum Fee of: Ninety-Four Thousand Seven Hundred Eighty-Nine dollars and 91/100 (\$94,789.91) for Task 6 of the PROJECT

7.3 For any CONTINGENCY SERVICES performed, the COUNTY agrees to pay the CONSULTANT, a negotiated fee based on the assignment, up to a maximum amount not to exceed **Fifty Thousand dollars (\$50,000.00)** for all assignments performed.

7.4 Total agreement amount Nine Hundred Nineteen Thousand Nine Hundred Seventeen dollars and 66/100 (**\$919,917.66**).

7.5 For any ADDITIONAL SERVICES, the COUNTY agrees to pay the CONSULTANT a negotiated total fee based on the work to be performed as detailed by a written amendment to this Agreement.

7.6 In the event that this Agreement is terminated under the provisions of this contract the total and complete compensation due the CONSULTANT shall be as established by the COUNTY based on the COUNTY'S determination of the percentage of work effort completed to date of termination.

## **SECTION 8 PERFORMANCE SCHEDULE**

Time is of the essence in this Agreement. The CONSULTANT shall plan and execute the performance of all services provided for in this Agreement in such manner as to ensure their proper and timely completion in accordance with the following schedule:

8.1 The services to be rendered by the CONSULTANT shall be commenced upon receipt from the COUNTY of written "NOTICE TO PROCEED."

8.2 All project phases shall be completed on or before the milestone dates provided in the COUNTY approved PROJECT schedule referenced in Exhibit A, Scope of Services.

8.3 The CONSULTANT shall not be held responsible for delays in the completion of the PROJECT when the COUNTY causes such delays. The COUNTY reviews related to the above submittals shall not exceed twenty-one (21) days.

## **SECTION 9 AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES**

9.1 The CONTINGENCY services provided for under this Agreement shall be performed only upon prior written authorization from the Director of Public Works or designee.

9.2 The ADDITIONAL services provided for under this Agreement shall be performed only upon approval of the County Administrator or Board of County Commissioners.

9.3 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in this Agreement unless such services, and compensation therefore, shall be provided for by appropriate written authorization or amendment(s) to this Agreement.

**SECTION 10  
FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES**

The COUNTY reserves the right to review the qualifications of any and all subconsultants, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. Any subconsultant not listed as part of the prime consultants team at time of award must be approved by the Director of Purchasing prior to performing any service.

**SECTION 11  
SATISFACTORY PERFORMANCE**

All services to be provided by the CONSULTANT under the provisions of this Agreement, including services to be provided by subcontractors, shall be performed to the reasonable satisfaction of the COUNTY'S Director of Public Works or designee.

**SECTION 12  
RESOLUTION OF DISAGREEMENTS**

12.1 The COUNTY shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under this Agreement.

12.2 The decision of the COUNTY upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to this Agreement, subject to judicial review.

**SECTION 13  
CONSULTANT'S ACCOUNTING RECORDS**

13.1 Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

13.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subcontractor files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on task assignments paid by lump sum fee.

13.3 For the purpose of such audits, inspections, examinations and evaluations, the COUNTY'S agent or authorized representative shall have access to said records from the effective date of the Agreement, for the duration of work, and until three (3) years after the date of final payment by the COUNTY to the CONSULTANT pursuant to this Agreement.

13.4 The COUNTY'S agent or authorized representative shall have access to the CONSULTANT'S facilities and all necessary records in order to conduct audits in compliance with this Section. The COUNTY'S agent or authorized representative shall give the CONSULTANT reasonable advance notice of intended inspections, examinations, and/or audits.

**SECTION 14  
OWNERSHIP OF PROJECT DOCUMENTS**

Upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by the CONSULTANT under this Agreement shall be delivered to and become the property of the COUNTY. The CONSULTANT, at its own expense, may retain copies for its files and internal use. The COUNTY shall not reuse any design plans or specifications to construct another project at the same or a different location without the CONSULTANT'S specific written verification, adaptation or approval.

**SECTION 15  
INSURANCE COVERAGE AND INDEMNIFICATION**

15.1 The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor must provide a Certificate of Insurance in accordance with Insurance Requirements of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract. See Section C Insurance Requirements – Attached

15.2 If the CONSULTANT is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the COUNTY relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the CONSULTANT will indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

**SECTION 16  
EQUAL EMPLOYMENT OPPORTUNITY CLAUSE  
FOR CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246**

In carrying out the contract, the CONSULTANT shall not discriminate against employee or applicant for employment because of race, color, religion, sex or national origin.

**SECTION 17  
INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE  
IMMIGRATION REFORM AND CONTROL ACT OF 1986**

CONSULTANT acknowledges that it is functioning as an independent contractor in performing under the terms of this Agreement, and it is not acting as an employee of COUNTY. CONSULTANT acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of this contract shall be considered a material breach and shall be grounds for immediate termination of the contract.

**SECTION 18  
PROHIBITION AGAINST CONTINGENT FEE**

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

**SECTION 19  
TRUTH IN NEGOTIATIONS**

By execution of this Agreement, the CONSULTANT certifies to truth-in-negotiations and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original contract amount and any additions thereto shall be adjusted to exclude any significant sums where the COUNTY determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the contract.

**SECTION 20  
SUCCESSORS AND ASSIGNS**

The CONSULTANT shall not assign, sublet, or transfer his interest in this Agreement without the written consent of the COUNTY.

**SECTION 21  
INTEREST ON JUDGMENTS**

In the event of any disputes between the parties to this Agreement, including without limitation thereto, their assignees and/or assigns, arising out of or relating in any way to this Agreement, which results in litigation and a subsequent judgment, award or decree against either party, it is agreed that any entitlement to post judgment interest, to either party and/or their attorneys, shall be fixed by the proper court at the rate of five percent (5%), per annum, simple interest. Under no circumstances shall either party be entitled to pre-judgment interest. The parties expressly acknowledge and, to the extent allowed by law, hereby opt out of any provision of federal or state statute not in agreement with this paragraph.

**SECTION 22  
TERMINATION OF AGREEMENT**

22.1 The COUNTY reserves the right to cancel this Agreement, without cause, by giving thirty (30) days prior written notice to the CONSULTANT of the intention to cancel. Failure of the CONSULTANT to fulfill or abide by any of the terms or conditions specified shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of COUNTY. Alternatively, at the COUNTY'S discretion, the COUNTY may provide to CONSULTANT thirty (30) days to cure the breach. Where notice of breach and opportunity to cure is given, and CONSULTANT fails to cure the breach within the time provided for cure, COUNTY reserves the right to treat the notice of breach as notice of intent to cancel the Agreement for convenience.

22.2 If COUNTY terminates the Agreement for convenience, other than where the CONSULTANT breaches the Agreement, the CONSULTANT'S recovery against the COUNTY shall be limited to that portion of the CONSULTANT'S compensation earned through date of termination, together with any costs reasonably incurred by the CONSULTANT that are directly attributable to the termination. The CONSULTANT shall not be entitled to any further recovery against the COUNTY, including but not limited to anticipated fees or profit on work not required to be performed.

22.3 Upon termination, the CONSULTANT shall deliver to the COUNTY all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.

22.4 In the event that conditions arise, such as lack of available funds, which in the COUNTY'S opinion make it advisable and in the public interest to terminate this Agreement, it may do so upon written notice.

### **SECTION 23 AGREEMENT TERM**

This Agreement will become effective on the date of execution first written above and shall remain in effect for eighteen **(18)** consecutive calendar months from the commencement date on the Notice to Proceed) unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment.

### **SECTION 24 CONFLICT OF INTEREST**

24.1 By accepting award of this Contract, the CONSULTANT, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including as described in the CONSULTANT'S own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers suppliers, distributors, or contractors who will be eligible to supply material and equipment for the PROJECT for which the CONSULTANT is furnishing its services required hereunder.

24.2 If, in the sole discretion of the County Administrator or designee, a conflict of interest is deemed to exist or arise during the term of the contract, the County Administrator or designee may cancel this contract, effective upon the date so stated in the Written Notice of Cancellation, without penalty to the COUNTY.

### **SECTION 25 ENTIRE AGREEMENT**

This Agreement represents, together with all Exhibits and Appendices, the entire written Agreement between the COUNTY and the CONSULTANT and may be amended only by written instrument signed by both the COUNTY and the CONSULTANT.

### **SECTION 26 PUBLIC ENTITY CRIMES**

CONSULTANT is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and CONSULTANT agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. CONSULTANT represents and certifies that CONSULTANT is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. CONSULTANT agrees that any contract awarded to CONSULTANT will be subject to termination by the County if CONSULTANT fails to comply or to maintain such compliance.

**SECTION 27  
PUBLIC RECORDS**

Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

**CONTRACTOR'S DUTY**

**If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, [purchase@pinellascounty.org](mailto:purchase@pinellascounty.org), Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6<sup>th</sup> Floor, Clearwater, FL 33756.**

**SECTION 28  
GOVERNING LAW AND AGREEMENT EXECUTION**

This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year first written above.

Firm Name: H.W. Lochner, Inc.

PINELLAS COUNTY, by and through its  
Board of County Commissioners

By: Donald J. Skelton  
Print Name: Donald J. Skelton, P.E.  
Title: Vice President Date: 7/5/18

By: \_\_\_\_\_  
Name \_\_\_\_\_ Date: \_\_\_\_\_  
Chairman

ATTEST:

Ken Burke, clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk \_\_\_\_\_ Date: \_\_\_\_\_

APPROVED AS TO FORM

By: Brian R. A.  
Office of the County Attorney



**Exhibit A**

**SCOPE OF SERVICES**

**PROFESSIONAL SERVICES AGREEMENT  
ENGINEERING CONSULTING SERVICES**

**PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY  
FOR**

**126<sup>th</sup> Avenue N. Improvements from  
US Hwy. 19/SR 55 to 34<sup>th</sup> Street North**

**County PID: 002925A/Contract #167-0404-NC**

**Prepared for:**

**Pinellas County**

**Public Works Transportation Engineering Section**

**14 S. Fort Harrison Avenue**

**Clearwater, FL 33756**

**Prepared by:**

**H.W. Lochner, Inc.**

**4350 West Cypress Street, Suite 800**

**Tampa, FL 33607**

**June 2018**

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## **SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES**

This Exhibit forms an integral part of the agreement between Pinellas County (hereinafter referred to as the COUNTY) and H.W. Lochner, Inc. (hereinafter referred to as the CONSULTANT) relative to the Project Development and Environment (PD&E) Study described as follows:

### **I. PROJECT TITLE**

Professional Engineering Services for the PD&E Study for the 126<sup>th</sup> Avenue N. Improvements from US Hwy. 19 (SR 55) to 34<sup>th</sup> Street North in Pinellas County, Florida.

### **II. OBJECTIVE**

The overall objective of improving this corridor is to relieve local traffic demand on the parallel section of Ulmerton Road while improving access to existing businesses and to attract new businesses to the area. The project will also provide a connection to the Duke Energy Trail Corridor and an extension of the Pinellas Trail South Loop at Roosevelt Boulevard to the south (via Scherer Drive and 28th St. N.). These improvements will provide vital connections to enhance the multimodal transportation needs and economic development opportunities of this area.

The CONSULTANT will analyze and assess the Project's impact on the social, economic, cultural, natural, and physical environment, in order to develop the location and design concept of the Project in accordance with FDOT and County policies, procedures, and requirements.

Except as noted herein, the Project Development Process will follow the FDOT's publication titled "Project Development and Environment Manual", published 07/01/88 and all subsequent revisions. Throughout this Scope of Services portion of this CONSULTANT Contract, the publication will be referred to as the "PD&E Manual". All tasks identified in this scope of work will be done in accordance with the FDOT's PD&E Manual, unless otherwise stated.

The PD&E Manual incorporates all the requirements of the National Environmental Policy Act (NEPA); Federal law and executive orders; applicable Federal regulations included in the Federal Highway Administration Federal-Aid Policy Guide; and applicable State laws and regulations including Chapter 339.155 of the Florida Statutes. The project documentation prepared by the CONSULTANT in accordance with the PD&E Manual will therefore be in compliance with all applicable State and Federal laws, executive orders, and regulations.

The CONSULTANT will perform those engineering services required for Location and Design Concept Acceptance (LDCA) studies, including consideration of all social, economic, environmental effects, and required mitigation, along with the required environmental documents, engineering reports, preliminary plans, public meetings, public hearing, and right-of-way maps.

The COUNTY will provide contract administration and provide management services and technical reviews of all work associated with the development and preparation of the engineering/environmental study reports for the transportation facility.

### **III. PROJECT DESCRIPTION**

The general objective of this project is to complete a PD&E Study with analysis and assessment of the project's impact on social, economic, and cultural resources and the natural and physical environment in order to obtain Federal Highway Administration, administered through the Florida Department of Transportation's (FDOT's) Office of Environmental Management (OEM), Location and Design Concept Acceptance (LDCA). This study area is within the Gateway Economic Development Area. Consideration of the impact from the Gateway Expressway will also be considered. Specific elements of the study between 49<sup>th</sup> Street N. to 34<sup>th</sup> Street N. include, but are not limited to:

- A traffic study to assess typical section and capacity needs from 49<sup>th</sup> Street N. to 34<sup>th</sup> Street N. including a 3-lane undivided urban facility and a 2-lane undivided urban facility, expandable to a 4-lane divided urban facility.
- The typical section improvements to be assessed are bike lanes, 6-foot sidewalks, multi-use trail, and a connection to the Pinellas Trail Loop segment on Roosevelt Blvd. via 28<sup>th</sup> Street N., Scherer Drive N. and 34<sup>th</sup> Street N.

Elements of the study between US Hwy. 19 and 49<sup>th</sup> Street N. include, but are not limited to:

- A traffic study to assess the typical section and capacity needs from US Highway 19 N. to 49<sup>th</sup> Street N. including a 4-lane divided urban facility and a 3-lane undivided urban facility.
- The typical section improvements to be assessed are bike lanes, 6-foot sidewalks, multi-use trail, and a connection to the Duke Energy Trail Corridor.
- Evaluation of an at-grade pedestrian crossing alternatives at 49<sup>th</sup> Street N.
- Cross Bayou Canal bridging to conform to designated Blueway requirements.

### **IV. SCOPE OF WORK**

The CONSULTANT shall establish and/or verify the purpose and need for the project as outlined in Part 2, Chapter 4 of the PD&E Manual. This PD&E Study will include a variety of components including, but not limited to:

- Access management analysis and modeling
- Corridor feasibility studies and multimodal analysis
- Economic impacts
- Alignment and typical section alternatives
- Traffic studies and future operational assessments
- Pedestrian and multi-use trail analysis
- Stormwater planning and mitigation
- Pond siting, environmental considerations, permitting considerations
- Nutrient Load Reduction(s) evaluation
- Structural needs assessment including life-cycle analysis
- Sea Level Rise analysis
- Right-of-way (ROW) requirements and ROW acquisition cost projections
- Construction cost estimates
- Geotechnical investigations and soils report
- Subsurface investigations and utility impact assessments
- Cultural Resources Assessment Survey
- Phase I/II Environmental Assessments
- Public outreach

## **STUDY REQUIREMENTS AND PROVISIONS FOR WORK**

The services performed by the CONSULTANT will be in compliance with the applicable Manuals and Guidelines. The FDOT's Manuals and Guidelines incorporate by requirement or reference all applicable State and Federal regulations. The current edition, including updates, of the following FDOT Manuals and Guidelines will be used in the performance of this work. It is understood that AASHTO criteria will apply as incipient policy.

- Florida Statutes
- Florida Administrative Codes
- Applicable federal regulations and technical advisories.
- Project Development and Environment Manual
- Public Involvement Handbook
- Pinellas County AutoCAD Civil 3D Kit
- FDOT Roadway Traffic and Design Standards
- Bicycle Facilities Planning and Design Manual
- Right-of-Way Mapping Handbook
- Location Survey Manual
- EFB User Guide
- Drainage Manual
- Outline Specifications - Aerial Surveys/Photogrammetry
- Soils and Foundations Manual
- Structures Manual
- Applicable Tampa Port Authority Criteria
- Applicable U.S. Coast Guard Criteria
- Basis of Estimates Manual
- Florida's Level of Service Standards and Guidelines Manual for Planning
- Pinellas County Land Development Code
- Pinellas County Stormwater Manual
- Florida Design Manual (2018)

### **Standard of Care**

The standard of care for the services to be performed by the CONSULTANT and its subconsultants pursuant to this Agreement will conform to the generally accepted standard of care, skill, and diligence as would be provided by a prudent engineering firm experienced in supplying engineering services in Florida to Owner on projects of similar size, complexity and location ("Standard of Care"). Nothing in the Agreement will require a level of performance higher than the Standard of Care.

### **Liaison Office**

The COUNTY will designate a Liaison Office and a Project Manager who will be the representative of the COUNTY for the Project. While it is expected the CONSULTANT will seek and receive advice from various State, regional, and local agencies, the final direction on all matters of this Project remains with the COUNTY.

### **Key Personnel**

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

## Meetings and Presentations

The CONSULTANT and their staff will also be available with no more than a five (5) workday notice to attend meetings or make presentations at the request of the COUNTY. Such meetings and presentations may be held at any hour between 8:00 A.M. and 12:00 midnight on any day of the week. The CONSULTANT may be called upon to provide maps, press releases, advertisements, audiovisual displays and similar material for such meetings.

## Quality Control

The CONSULTANT will be responsible for submitting work products that conform to applicable standards and criteria. This will be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process will achieve quality through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

Prior to submittal of the first invoice, the CONSULTANT will submit to the COUNTY's Project Manager for approval the proposed method or process of providing Quality Control for all work products. The Quality Control Plan will identify the products to be reviewed, the personnel who perform the reviews, and the method of documentation.

## Correspondence

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this study will be provided to the COUNTY for their records within one (1) week of the receipt of said correspondence.

## Submittals

The CONSULTANT will provide copies of the required documents as listed below. These are the anticipated printing requirements for the project. This tabulation will be used for estimating purposes, and the Project Manager will determine the number of copies required prior to each submittal. In addition to hard copies, all reports will be submitted on a CD or DVD in PDF format.

### Engineering Items:

	<u>Copies:</u>
Project Traffic Analysis Report (PTAR)	<i>1 draft, 3 final</i>
First Draft Preliminary Engineering Report (PER)	<i>1 draft, 3 final</i>
Draft Final Preliminary Engineering Report	<i>1 draft, 3 final</i>
Final Preliminary Engineering Report	<i>1 draft, 3 final</i>
Location Hydraulics Report	<i>1 draft, 3 final</i>
Drainage/Pond Siting Technical Memorandum	<i>1 draft, 3 final</i>
Geotechnical Technical Memorandum	<i>1 draft, 3 final</i>

### Environmental Items:

Public Involvement Program (PIP)	<i>1 draft, 3 final</i>
Noise Study Report	<i>1 draft, 3 final</i>
Contamination Screening Evaluation Report	<i>1 draft, 5 final</i>
Public Hearing Transcript	<i>1 draft, 3 final</i>
Natural Resource Evaluation	<i>1 draft, 3 final</i>
Water Quality Impact Evaluation (WQIE)	<i>1 draft, 3 final</i>

Cultural Resource Assessment Survey Report	<i>1 draft, 3 final</i>
Comments and Coordination /Public Involvement Summary Report	<i>1 draft, 3 final</i>
Draft and Final Environmental Assessment	<i>1 draft, 3 final</i>
Finding of No Significant Impact (FONSI)	<i>1 draft, 3 final</i>

***The following items apply only if required and are considered “Optional Services”:***

Section 106 Case Study Report	<i>1 draft, 5 final</i>
(Section 106) Memorandum of Agreement (MOA)	<i>1 draft, 5 final</i>

Upon completion of the study, the CONSULTANT will deliver to the COUNTY, in an organized manner, all project files, maps, sketches, worksheets, and other materials used or generated during the study process in the specified digital electronic file format.

Additionally, the CONSULTANT will upload all final submittals and appropriate supporting project files to the Florida Department of Transportation’s State Wide Environmental Project Tracker (SWEPT) upon completion of technical studies and Environmental Document as directed by the COUNTY. The FDOT’s Office of Environmental Management will review project documents before submittal to agencies. The CONSULTANT will facilitate the FDOT and OEM reviews on behalf of the COUNTY.

**Computer Automation**

The project will be developed utilizing Computer Aided Drafting and Design (CADD) systems. The CONSULTANT will produce and deliver applicable plan drawings using the COUNTY latest AutoCAD Civil 3D Kit version.

All computer disks will be scanned for viruses prior to submitting to the COUNTY. Failure to scan for viruses may result in a lower CONSULTANT work performance evaluation.

**Coordination with Other Consultants and Entities**

The CONSULTANT is to coordinate their work with any ongoing and/or planned projects that may affect this study. The CONSULTANT is to coordinate with local governmental entities to verify that design and right-of-way requirements for the project are compatible with local public works improvements and right-of-way activities.

**TASK 1 GENERAL TASKS**

**1.1 PROJECT MANAGEMENT MEETINGS AND COORDINATION**

Led by the COUNTY’s Project Manager, the CONSULTANT will attend the Notice to Proceed Meeting, where COUNTY representatives will outline relevant contract and Project information provided by the COUNTY Project Manager.

The CONSULTANT shall attend meetings necessary to undertake the activities of this Scope of Services. This includes meetings with COUNTY staff and /or resources agency staff, other consultants, or other miscellaneous meetings.

The CONSULTANT will attend meetings or make presentations at the request of the COUNTY with at least five (5) business days’ notice. The CONSULTANT will prepare meeting notes for all meetings identified in this Exhibit and submit in a timely manner to the COUNTY’s Project Manager for review.

Within ten (10) business days after the Notice to Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall submit a detailed Project schedule to the COUNTY. The schedule must be based upon consideration of the Project's environmental issues (social, cultural, natural and physical resources) and regulatory requirements.

For the purpose of scheduling, the CONSULTANT shall allow for a review period of at least three (3) for each draft technical report or memorandum submitted for COUNTY reviews.

In developing the schedule for this Project, the CONSULTANT, in coordination with the COUNTY, must include adequate time to meet regulatory reviews and formal consultation timeframes.

Periodically throughout the life of the contract, the CONSULTANT must review the project schedule to monitor the progress of the project. The CONSULTANT shall submit monthly progress reports with a schedule status report, which includes critical-path review and progress, to the COUNTY Project Manager. Any adjustments or changes to the approved schedule must be approved by the COUNTY Project Manager.

## **1.2 CONTRACT AND PROJECT FILES**

Project Management efforts for complete setup and maintenance, developing monthly progress reports, schedule updates, work effort to develop and execute subconsultant agreements, etc. Progress reports shall be delivered to the COUNTY on a format as prescribed by the COUNTY and no less than ten (10) days prior to submission of the corresponding invoice. Judgment on whether work of sufficient quality and quantity has been accomplished will be made by the COUNTY Project Manager by comparing the reported percent complete against actual work completed.

Within ten (10) days after Notice to Proceed (NTP), the CONSULTANT shall provide a schedule of calendar deadlines. Said schedule shall be prepared in a format prescribed by the COUNTY.

## **1.3 ADVANCE NOTIFICATION**

At the beginning of the Project, the CONSULTANT will prepare the Preliminary Environmental Discussion and Advance Notification and transmittal letter as per **Part 1, Chapter 3** of the **PD&E Manual** for the DEPARTMENT to submit to the State Clearinghouse. The CONSULTANT will gather data and prepare the necessary documentation to screen the project in ETDM.

The CONSULTANT will provide:

- Project Shapefiles and Project Location Map
- Project Checklist
- Project Description
- Purpose and Need (P&N) Statement
- Preliminary Environmental Discussion (PED) (Advance Notification [AN] fact sheet)
- Advance Notification Cover Letter
- Federal Aid Funding Form SF 424
- Summary Degrees of Effect (DOE)

FDOT is expected to:

- Review each of the above items
- Provide examples of the AN cover letter, PED, and DOE Summary
- Develop the GIS analysis and supply to the CONSULTANT to develop the PED



- Upload the project into the Environmental Screening Tool (EST)
- Coordinate P&N Statement with the Office of Environmental Management (OEM)
- Supply Environmental Technical Advisory Team (ETAT) comments to the CONSULTANT
- Upload the DOE Summary, publish the project and supply Final ETDM Programming Screen Summary Report to the CONSULTANT
- Coordinate with agencies, as needed
- Supply EST support to the COUNTY, as needed

## **TASK 2 PUBLIC INVOLVEMENT**

Public involvement includes communicating to and receiving information from all interested persons, groups, and government organizations information regarding the development of the project. The CONSULTANT will coordinate and perform the appropriate level of public involvement for this project as outlined in Part 1, Chapter 11 (Public Involvement) of the PD&E Manual and the following sections.

The CONSULTANT will provide to the COUNTY drafts of all Public Involvement material (i.e., newsletters, property owner letters, advertisements, etc.) associated with the following tasks for review and approval at least five (5) business days prior to printing and / or distribution.

### **2.1 PUBLIC INVOLVEMENT**

The CONSULTANT will prepare a public involvement program early in the project and obtain concurrence from the COUNTY prior to implementing the plan.

The CONSULTANT will obtain names and addresses for property owners for the area identified to be included in the mailing list from the COUNTY Property Appraiser's Office. The CONSULTANT will prepare and maintain a mailing list of elected and appointed officials, interested citizens, special interest groups, homeowner associations, local media etc. This list will be used for mailing of newsletters/meeting invitations to the public.

In addition the CONSULTANT will assist the COUNTY in preparing responses to any public inquiries as a result of the public involvement process.

### **2.2 SCHEDULED PUBLIC MEETINGS**

The CONSULTANT will provide all support necessary for the COUNTY to hold or participate in various public meetings, which may include but not limited to:

- Alternatives Public Meeting
- Unscheduled Public Meetings

A multi-media presentation (Powerpoint) will be prepared for the Alternatives Public Meeting. This presentation will address alternative concepts under consideration. The presentation will be narrated and recorded on a DVD. In addition, the CONSULTANT will prepare and/or provide:

- Agenda for presentation.
- Handouts.
- Graphics for presentation.
- Script for multi-media presentation.
- Meeting equipment set-up and tear-down.

- Legal and/or display advertisements. (The COUNTY will pay the cost of publishing.)
- Letters for notification of elected and appointed officials, property owners and other interested parties. The CONSULTANT will prepare the letters, insert them in envelopes, and address the envelopes. The CONSULTANT will pay for first class postage for notification letters.
- News releases, for use three (3) to five (5) days prior to meeting.
- Summary notes of meetings to be provided to the COUNTY no later than five (5) business days after the meeting.
- Briefing and debriefing of COUNTY staff.

The CONSULTANT will investigate potential meeting sites to advise the COUNTY on their suitability. The COUNTY will pay all costs for meeting site rents and insurance. The CONSULTANT will attend the meetings with an appropriate number of personnel to assist the COUNTY's Project Manager.

In addition to scheduled public meetings the CONSULTANT may be required to participate in unscheduled meetings with the public, elected officials, or public agencies. The CONSULTANT's participation will be limited to participation during the meeting, note taking, and summarizing the meeting in a memo to the file. Four (4) unscheduled meetings are assumed.

### **2.3 PUBLIC HEARING**

The CONSULTANT will provide all the support services listed in Sections 2.1 and 2.2 above, and in addition will prepare:

- All elements of the multi-media presentation which will consist of a PowerPoint presentation describing the alternatives developed and evaluated during the process as well as impacts of the Recommended Alternative and all other required information as specified in the FDOT PD&E manual.

Special Public Involvement Requirements are listed below.

- Prepare script for COUNTY'S Formal Public Hearing Presentation (Introduction to meeting and meeting logistics).
- Provide Court Reporter.

The CONSULTANT will procure a verbatim transcript of the Public Hearing. The CONSULTANT will combine the transcript with any letters received by the COUNTY as part of the public hearing record, and affidavits of publication of legal ads, and will provide copies of the transcript for the COUNTY'S use.

### **2.4 COMMENTS AND COORDINATION REPORT**

A Comments and Coordination Report will be prepared to document and summarize public involvement activities conducted during the study.

### **2.5 LOCATION AND DESIGN CONCEPT ACCEPTANCE (LDCA)**

The CONSULTANT will publish the advertisement in accordance with the PD&E Manual when LDCA is obtained. The CONSULTANT will assist the FDOT on behalf of the COUNTY, as needed.

## 2.6 ADDITIONAL PUBLIC INVOLVEMENT REQUIREMENTS

The CONSULTANT shall be responsible for general public correspondence throughout the duration of the project.

The CONSULTANT shall prepare newsletters that will serve as notice for project kickoff, the alternatives public meeting, and for the Public Hearing.

The **CONSULTANT** will create a project web site for this project. The project is expected to take **18** months. This site will have a distinct address on the World Wide Web (*i.e.*, [www.xxxx](http://www.xxxx)). A link will be established on the Pinellas County home page. To allow for input via E-mail links, meeting information and report summaries will be available for viewing and downloading. Limited graphics will be available due to the size and downloading time for many graphical applications. The web site must be updated regularly.

The web site will contain a minimum of five pages:

- *Project - Home page* - The project – home page will have a welcome statement, information on how to get involved and community outreach, a project update section, a project overview, a discussion of the need for improvements, and the alternatives to be evaluated.
- *Community Outreach page* - The community outreach page will contain a general overview of proposed meetings, a listing of past outreach activities with links to presentations and meeting materials, and other opportunities for community outreach.
- *Development Process page* - The Project Development and Environment (PD&E) Process page will contain an explanation of what is a PD&E study, what impacts are to be evaluated, what additional issues will be evaluated and considered, and a listing of the key steps in the PD&E process.
- *Project Status - FAQ page* - The Project Status – FAQ page will have a section on the status of the project and well as a list of Frequently Asked Questions (FAQs) and responses.
- *Contact Us page* – The Contact Us page will provide the COUNTY Project Manager’s name and contact information, as well as a link to a Comment Form to enable the public to provide input and/or request to be added to the mailing list.

## TASK 3 ENGINEERING ANALYSES AND REPORTS

CONSULTANT activities to conduct and prepare engineering analyses and reports shall be done under the direction of the COUNTY Project Manager. The CONSULTANT shall perform engineering activities essential to developing and evaluating Project alternatives as outlined in **Part 2, Chapter 3** of the **PD&E Manual** and as specified in this section. The CONSULTANT will gather and review existing data from the COUNTY, such as transportation planning data developed for long range plans or any previously completed technical studies within the project area. The CONSULTANT will collect additional data necessary to supplement existing data. The CONSULTANT will use data to evaluate the Location and Design Concept for this project.

The CONSULTANT will verify the purpose and need for the Project based on the information obtained from the existing data, safety analysis, evaluation of existing conditions, evaluation of traffic projections, input received through the public involvement process and from the Programming Screen Summary Report.

The CONSULTANT shall develop and analyze conceptual design alternatives to address the Project needs and objectives. Development of the conceptual design alternatives will follow Context Sensitive Solution and Complete Streets approaches. Based on engineering analysis, the public involvement process, and environmental analysis, the COUNTY will recommend a proposed design concept to advance to the Design Phase.

### **3.1 REVIEW OF PREVIOUS PLANNING STUDIES**

The CONSULTANT shall review and summarize previous completed (or concurrent) planning studies and other studies that are related to this Project and appropriately incorporate their results in the analysis of the Project as described in the **PD&E Manual**.

### **3.2 EXISTING CONDITIONS ANALYSIS**

The CONSULTANT will conduct field observations to review existing field conditions, verify desktop data, and obtain additional data required to understand the Project area, assess Project needs, identify physical and environmental constraints, develop and analyze Project alternatives, and assess constructability issues.

The CONSULTANT will collect data describing existing conditions and characteristics of the Project including roadway geometrics, typical section elements, signalization and other operational features, access features, right of way requirements, and other data applicable to modes and sub-modes of transportation, including walking/pedestrians, bicyclists, public transit users (including transit vehicles and riders), paratransit users (carpools, vanpools, taxis, shuttles, jitneys, school buses, coach buses), and freight (including loading/unloading and parking, emergency response vehicles, service vehicles, and freight handler vehicles).

The CONSULTANT will analyze existing conditions to identify and verify current transportation deficiencies as they relate to the needs and objectives of this Project.

The CONSULTANT will furnish necessary exhibits for use in this Project, such as a Project Location Map, Corridor Maps, and Concept Plans.

### **3.3 SURVEY**

#### **3.3.1 Survey Coordination**

The CONSULTANT will coordinate as needed with the County's Survey Division for existing survey information.

#### **3.3.2 Aerial Photography**

Aerial photography will be used as a basis for plotting various data necessary for both engineering and environmental analysis, alternative corridor and design studies, and the development of the preliminary plans of conceptual design. Copies of aerial photography are the prime source of information used to convey project considerations to the public at public meetings.

The CONSULTANT will obtain latest publically available aerial photography to be used in the study. Aerial photos shall be updated throughout the study as newer public images become available.

### **3.4 GEOTECHNICAL INVESTIGATION**

The CONSULTANT shall review existing geotechnical data, and the need for additional data. The CONSULTANT will review the US Department of Agriculture soil data, Geological Survey, and Natural Resource Conservation Service (NCRS) maps, US Coast and Geodetic Survey (USGS) maps, and summarize the findings.

The CONSULTANT will perform a review of previously completed geotechnical surveys and compile available boring data from previous projects within the project limits. The CONSULTANT will perform field reconnaissance of the Project area to determine conditions that may affect development of Project alternatives. The CONSULTANT will prepare a Geotechnical Technical Memorandum summarizing the geotechnical investigation that will be used to facilitate the data for final design.

### **3.5 TRAFFIC ANALYSIS**

#### **Design Traffic**

The CONSULTANT will use the latest available version of the Tampa Bay Regional Planning Model (TBRPM) to develop future year daily traffic projections for the alternatives. The TBRPM is based on the Florida Standard Urban Transportation Modeling Structure (FSUTMS) and is recognized by both FDOT District Seven, as well as the Tampa Bay Area Metropolitan Planning Organizations (MPOs) as the accepted travel demand forecasting tool. The TBRPM validation year is 2010 and also includes the existing and committed for year 2021, the interim cost affordable network for year 2030, and the cost affordable network for the year 2040.

The CONSULTANT shall code the TBRPM roadway network and run the model to obtain an estimate of the future year Peak Season Weekday Average Daily Traffic (PSWADT) volumes projected on the study roadway network. The CONSULTANT shall convert the PSWADT volumes to Annual Average Daily Traffic (AADT) volumes using the appropriate Model Output Conversion Factor (MOCF). The traffic projections for the Opening Year (DATE TBD) will be developed from the linear interpolation of the traffic projections obtained from the 2010 and 2040 models while the traffic projections for the Design Year (DATE TBD) will be developed by extrapolation of the 2040 projections to (DATE TBD).

The AADT volumes will be multiplied by an annual growth factor to determine the Design Year (DATE TBD) volumes. All AADT volumes will be checked for reasonableness by reviewing the resulting traffic growth rates on a link-by-link basis. If the TBRPM is determined to underestimate the future travel demand in the study area or indicate little to no growth, then a nominal annual growth rate (e.g., 0.25 percent per year) or growth rate based on historic traffic conditions will be used to determine the AADT volumes for the Opening Year (DATE TBD) and Design Year (DATE TBD).

The CONSULTANT will develop a.m. and p.m. peak hour volumes for the Opening Year (DATE TBD) and Design Year (DATE TBD) for the alternatives using the applicable standard FDOT factors and traffic factors obtained from the traffic counts. Manual adjustments to the traffic assignments and traffic projections may be necessary and will be properly documented and coordinated with the COUNTY.

The design traffic will be prepared in accordance with the Design Traffic Procedure (#525-030-120).

The CONSULTANT will summarize in graphical and tabular format the AADT, a.m., and p.m. peak hour volumes developed for the alternatives in the Project Traffic Analysis Report.

## **Traffic Operational Analysis**

The CONSULTANT will conduct an analysis of the existing traffic conditions within the study area to provide an existing operational baseline for the alternatives.

The CONSULTANT will perform intersection and arterial capacity analyses for the Opening Year (DATE TBD) and Design Year (DATE TBD) of the alternatives being considered. All traffic analyses will be conducted using either the Highway Capacity Manual (with the associated Highway Capacity Software), Synchro Version 9, and/or VISSIM and will include major signalized and unsignalized intersections and roadway segments in the study area.

The CONSULTANT will summarize in graphical and/or tabular format the levels of service and/or delays resulting from all analyses in the Project Traffic Analysis Report.

## **Project Traffic Analysis Report**

The CONSULTANT will prepare a Project Traffic Analysis Report. This report will document traffic volumes and existing traffic operations for existing conditions, the methodology used in developing the traffic demand, the design traffic volumes for Opening (DATE TBD) and Design (DATE TBD) Years, and the results of the traffic operational analyses for Opening (DATE TBD) and Design (DATE TBD) Years.

The Opening (DATE TBD) and Design (DATE TBD) Year traffic projections will be used during the study of conceptual design alternatives and for the analysis of noise impacts and air quality assessments.

## **3.6 SAFETY**

### **3.6.1 Crash Data**

The CONSULTANT will obtain the most recent five (5) years of available data from the DEPARTMENT's crash database and other sources. The crash data will include the number and type of crashes, crash locations, number of fatalities and injuries, and estimates of property damage and economic loss.

### **3.6.2 Safety Analysis**

The CONSULTANT will perform safety analysis in accordance with **Part 1, Chapter 2** of the **PD&E Manual**. Based on the information obtained from the crash data, the CONSULTANT will identify project safety needs associated with the existing and future conditions.

### **3.6.3 Documentation of Safety Analysis**

The CONSULTANT will document the results of the safety analysis in the Project Traffic Analysis Report.

## **3.7 UTILITIES AND RAILROAD**

The CONSULTANT will obtain information regarding utilities and railroad in accordance with **Part 2, Chapter 21** of the **PD&E Manual**.

### **3.7.1 Utilities**

It is anticipated that there are sixteen (16) Utility Agency Owners (UAOs) within or adjacent to the Project, but it is the responsibility of the CONSULTANT to determine the final list of UAOs within the Project area.

The CONSULTANT will prepare a Utility Assessment Package. The Utility Assessment Package must contain items specified in **Part 2, Chapter 21** of the **PD&E Manual**.

The CONSULTANT will notify the UAOs within the Project area and request existing and planned utility information for major above ground and subsurface facilities within the Project area.

The CONSULTANT will coordinate with each UAO as necessary, to understand utility conflicts and project potential impacts on utilities. The CONSULTANT will evaluate and consider potentially significant utility conflicts as they may affect the chosen corridor and/or alignment. While evaluating potential impacts and recommending mitigation strategies, the CONSULTANT should refrain from making any compensability determinations in any of the documentation / assessments that they create.

### **3.7.2 Railroads**

There are no railroad crossings anticipated on this project.

## **3.8 ROADWAY ANALYSIS**

### **3.8.1 Design Controls and Criteria**

The CONSULTANT will prepare design controls and criteria for developing Project alternatives and designing initial geometrics and other roadway elements according to the COUNTY standards.

### **3.8.2 Typical Section Analysis**

The CONSULTANT will develop conceptual typical sections for the ultimate Project alternatives which address transportation needs and context. Development of typical sections must consider Context Sensitive Solutions and Complete Streets approaches and the needs of all Project users.

### **3.8.3 Geometric Design**

The CONSULTANT will perform geometric design using the established Project design controls and criteria. The CONSULTANT will also use Project traffic data and results of traffic analysis to design appropriate roadway elements. The CONSULTANT will establish both preliminary vertical profile and horizontal alignments of the mainline. The design of ultimate Project alternatives must consider environmental constraints, physical constraints, Context Sensitive Solutions, Complete Streets, and any additional information, as required. See **Part 2, Chapter 3** of the **PD&E Manual** for more engineering and design considerations.

For each alternative evaluated in detail, the CONSULTANT shall prepare sketches of plan, profile, and typical sections as appropriate to show existing features, proposed geometry, and location of any environmental and geometric design constraints.

### **3.8.4 Intersections and Interchange Evaluation**

The CONSULTANT will propose appropriate intersection control based on the results of project traffic analysis to establish an overall intersection/interchange footprint at the Project's intersections.

The CONSULTANT will develop intersection and interchange concepts/layouts based on the results of traffic operational analysis. The layouts will include turn lanes, ramp, auxiliary lanes, storage lengths, ramp terminals, ramp junctions, and other geometric details.

### **3.8.5 Access Management**

The CONSULTANT will review the DEPARTMENT'S State Highway System Access Management Classification System and Standards and evaluate their application to the project. The CONSULTANT will recommend the proper access classification and standard to be applied to the Project. The proposed access management plan will be presented as part of the public involvement process.

### **3.8.6 Multimodal Accommodations**

The CONSULTANT will review, evaluate, and document the location and condition of existing pedestrian, bicycle, and public transit accommodations and freight services in the study area. This activity includes reviewing existing plans, reports, and studies that outline strategies or define projects associated with alternative modes of travel.

The CONSULTANT will consider freight, pedestrian, bicycle, and transit in the development and evaluation of Project alternatives commensurate with the context with a goal of improving overall mobility, access, connectivity, safety and efficiency. The CONSULTANT will consider and evaluate the existing and anticipated future use of the Project by bicyclists and pedestrians, the potential impacts of the Project alternatives on bicycle and pedestrian travel, and propose measures to avoid or reduce adverse impacts to bicyclists and pedestrians that would use the Project.

The CONSULTANT will evaluate an at-grade crossing at 49<sup>th</sup> Street North. One trail alternative along Scherer Drive and 28<sup>th</sup> Street North shall be developed and details for connecting to existing trail termini in the northeast corner of the 28<sup>th</sup> Street North / Roosevelt Boulevard intersection.

### **3.8.7 Maintenance of Traffic**

The CONSULTANT will evaluate alternatives for constructability and the ability to maintain traffic during construction according to **Part 2, Chapter 6** of the **PD&E Manual**. The CONSULTANT will include the estimated cost to maintain traffic in the construction cost estimate for the Project alternative.

## **3.9 IDENTIFY CONSTRUCTION SEGMENTS**

The CONSULTANT will identify construction segments for this Project.

## **3.10 STRUCTURES**

### **3.10.1 Existing Structures**

There are no existing structures on the project.



### **3.10.2 Structure Typical Sections**

The CONSULTANT will develop typical section options for the bridges. These will include standard typical sections, and any typical sections that may result in minimizing right of way and environmental impacts.

### **3.10.3 Structure Design Alternatives**

The CONSULTANT will evaluate conceptual vertical and horizontal geometry and clearance requirements for the bridges. The CONSULTANT will document structural design calculations and design assumptions used in the analysis. The CONSULTANT will evaluate bridge height requirements to allow for the Cross Bayou Canal Blueway Opportunity.

## **3.11 DRAINAGE**

The CONSULTANT shall perform preliminary drainage design to determine potential outfall locations and preliminary sizes (volume and area) of required detention and/or retention facilities for storm water treatment and attenuation. The location and size of potential detention/retention areas will be determined for all viable alternatives.

The CONSULTANT will calculate the stormwater quality and attenuation requirements, and estimate the stormwater management facility needs for each roadway alternative including the evaluation of a crossing over the Cross Bayou Canal.

The CONSULTANT shall incorporate / consider the Pinellas County Cross Bayou Canal Watershed Management Plan and other related report findings into the drainage reports. The analysis will include evaluation of a major crossing over the Cross Bayou Canal.

The CONSULTANT will gather floodplain data from FEMA Flood Insurance Rate Maps, and other drainage related data needed to determine base flood elevations and estimate encroachments and appropriate compensation provisions, including incorporating floodplain compensation site requirements into the Drainage/Pond Siting Technical Memorandum.

The CONSULTANT will prepare a “Drainage/Pond Siting Technical Memorandum” for the project in accordance with the FDOT’s Stormwater Facilities Handbook and the COUNTY’s Pond Design Criteria. Up to two ponds will be evaluated for each basin.

In accordance with **Part 2, Chapter 3** of the **PD&E Manual**, the CONSULTANT will prepare a Location Hydraulics Technical Memorandum.

## **3.12 CONSTRUCTION AND RIGHT OF WAY COST ESTIMATES**

### **3.12.1 Construction Cost Estimates**

The CONSULTANT will use the DEPARTMENT's Long Range Estimate (LRE) program to generate construction cost estimates. The CONSULTANT will be responsible for reviewing and updating the cost estimates when scope changes occur, and at project milestones.

### **3.12.2 Right of Way Cost Estimates**

Based on typical section analysis and current design standards, the CONSULTANT will establish construction limits and determine the minimum (proposed) right of way requirements throughout the limits of the Project. Establishment of construction limits will consider location drainage features, utility relocations, stormwater pond requirements, and identified environmental issues, among other factors.

The CONSULTANT will compare the existing right of way width with the proposed right of way requirements to estimate the amount of right of way that the COUNTY must acquire.

The CONSULTANT will estimate the cost for right of way acquisition, and cost estimates for relocations and business damages, if any. The CONSULTANT will prepare concept plans for the Build Alternative that include the parcel identification number, existing right of way lines, proposed right of way lines and acreage of property required. Additionally, the CONSULTANT will provide a spreadsheet with the following parcel information: owner, address, acreage of parent parcel and required amount of property for the Project, estimated business damages and right of way property costs.

The CONSULTANT will conduct an interactive field trip to review conditions in the corridor as they pertain to actual conditions that might impact the cost of right of way acquisition for the Project.

## **3.13 ALTERNATIVES EVALUATION**

### **3.13.1 Comparative Alternatives Evaluation**

The CONSULTANT will establish evaluation criteria at the beginning of the Project, which must be agreed upon with the COUNTY before use in the comparative evaluation of alternatives. After developing the viable alternatives, analyzing alternatives and estimating costs, the CONSULTANT will prepare a matrix which compares the impacts, performance, and costs of the alternatives evaluated in detail in the PD&E Study. The matrix will include the performance of the No Build Alternative as the baseline for comparison.

### **3.13.2 Selection of Recommended Alternative**

The CONSULTANT will propose a recommended alternative for the COUNTY's approval based on review and analysis of engineering, environmental, and public involvement issues related to this Project.

## **3.14 CONCEPT PLANS**

The CONSULTANT will prepare concept plans for all viable Project alternatives in appropriate scales overlaid on the base map.

### **3.14.1 Base Map**

The CONSULTANT will produce a base map of the project area using CADD. The base map will contain an aerial photo and existing characteristics for the project. The base map must show environmental issues that are specific to the Study Area such as cemeteries, wetlands, historic properties, high-risk contamination sites, public parks, and property lines.

The CONSULTANT will prepare base maps for the following uses (at noted scales):

- Concept Plans 1" = 50'

### **3.14.2 Alternatives Concept Plans**

The CONSULTANT will prepare and overlay alternative concept plans on the base map. The concept plan must show potential location for bridges, culverts, retaining walls, right of way lines (existing and proposed), major utility facilities, intersection, critical driveways, and median openings, among other roadway elements, at an appropriate scale.

### **3.14.3 Recommended Alternative Plans**

The CONSULTANT will finalize the recommended alternative concept plans by incorporating comments received from the Public Hearing process as directed by the COUNTY.

### **3.14.4 Typical Section Package**

Not required for this contract.

### **3.14.5 Design Exceptions and Design Variations**

The CONSULTANT will identify any Design Exceptions and Design Variations required for the recommended alternative.

## **3.15 SEA LEVEL RISE ANALYSIS**

The CONSULTANT shall prepare a sea level rise analysis for the Project using the COUNTY's forms and templates.

## **3.16 ENGINEERING ANALYSIS DOCUMENTATION**

The CONSULTANT will prepare a Preliminary Engineering Report (PER) as per **Part 2, Chapter 3** of the **PD&E Manual**.

The CONSULTANT shall include sufficient back up information related to all computer programs and parameters used in the analyses to facilitate the review of the engineering documentation. The engineering documentation shall be neatly and logically presented. The final engineering analysis documentation prepared by the CONSULTANT shall be signed and sealed by a Florida-licensed professional engineer.

### 3.17 PLANNING CONSISTENCY

#### 3.17.1 Transportation Plans

The CONSULTANT will coordinate with the COUNTY to obtain and review transportation plans throughout the life of the Project for all modes of transportation including freight, transit, and non-motorized. The following plans or studies should be reviewed as appropriate:

- MPO's adopted Long Range Transportation Plan (LRTP) Cost Feasible and Needs Plans
- Local Government Transportation Improvement Plan (TIP)
- State Transportation Improvement Program (STIP)

#### 3.17.2 Planning Consistency Form

**The CONSULTANT will assist the COUNTY's finalization of Planning Requirements for Environmental Document approval in the appropriate form.**

## TASK 4 ENVIRONMENTAL ANALYSIS AND REPORTS

The CONSULTANT will coordinate and perform the appropriate level of environmental analysis for this project as outlined in the PD&E Manual and the following references.

### 4.1 SOCIOCULTURAL EFFECTS

The CONSULTANT will collect data regarding the following Sociocultural issues. Pertinent data will be collected, analyzed and summarized in the appropriate section of the Environmental Document. Pertinent data will also be displayed on the base map, as applicable. These issues will be analyzed in accordance with **Part 2, Chapter 4** (Sociocultural Effects Evaluation) of the **PD&E Manual** and the Sociocultural Effects Evaluation Handbook (available at <http://www.dot.state.fl.us/emo>).

#### 4.1.1 Land Use Changes - Issues identified as needing further study include:

- Plan Consistency: consistency with comprehensive plans, growth management plans and policies, future land use plans, proposed developments and Developments of Regional Impact (DRIs).
- Land Patterns: land uses with aesthetic, recreational, or community use values, open space, potential for sprawl, and the character of the neighborhoods.

#### 4.1.2 Social - Issues identified as needing further study include:

- Community Cohesion: identification of physical barriers, traffic pattern changes, social pattern changes, and loss of connectivity to community features and facilities
- Community Facilities and Focal Points: Schools, churches, parks, emergency facilities, social services, day care facilities, retirement centers, community centers, and retail locations.
- Safety/Emergency Response: creation of isolated areas, emergency response time changes, location of police, fire, emergency medical services, healthcare facilities, and government offices.
- Title VI: Location of any Title VI involvement, minority displacement, special populations.

#### 4.1.3 Economic - The CONSULTANT will evaluate the potential impacts of the proposed improvement on commerce, including business and/or business district access, visibility, traffic patterns, and parking issues. Input from business interests along the corridor.

**4.1.4 Mobility** - The CONSULTANT will evaluate potential impacts of the proposed improvement on accessibility, including transit facilities, intermodal connectivity, transportation disadvantaged access, bicycle and pedestrian issues, walkability, emergency response and evacuation routes, and safety.

**4.1.5 Aesthetics** - In accordance with Part 2, Chapter 5 (Aesthetic Effects) of the PD&E Manual, the following issues will be addressed:

- Aesthetics: noise/vibration sensitive sites, view shed, project aesthetics, community character and aesthetic values, landscaping.

**4.1.6 Relocation Potential** - Issues identified as needing further study include:

- Displacements: unique facilities, community focal points and
- Conceptual Stage Relocation Plan: The CONSULTANT will identify residences, businesses, and institutional or community facilities that may require relocation to accommodate the Project. The CONSULTANT will obtain additional site-specific information needed to evaluate the effect of each project alternative on the displacement of residences and businesses.

The CONSULTANT will collect the data and perform the analysis necessary to complete a Conceptual Stage Relocation Plan (CSRP) for the proposed alternatives according to Chapter 9 of the Right-of-Way Procedures Manual.

## **4.2 CULTURAL RESOURCES**

The CONSULTANT will identify and analyze impacts to archaeological sites and historic resources within the Project's Area of Potential Effects (APE). The APE will include potential pond sites. The CONSULTANT will prepare a research design methodology and perform a Cultural Resources Assessment Survey in accordance with Part 2, Chapter 12 of the PD&E Manual. All work will be documented and coordinated with appropriate agencies as per Part 2, Chapter 8 (Archaeological and Historical Resources) of the PD&E Manual, and the DEPARTMENT's Cultural Resource Management Handbook. In addition, attendance at public meetings may be required. The CONSULTANT will review and address any resources issues or comments by the State Historic Preservation Office (SHPO) listed in the Programming Screen Summary Report.

**4.2.1 Archaeological and Historical Sites** - The CONSULTANT will prepare Cultural Resources Assessment Survey (CRAS) documentation detailing the results of the survey and assessments of resource significance, including a Florida Master Site File (FMSF) form. The Research Design and Survey Methodology and the Pond Site Technical Memo will be included in the CRAS appendix.

The Section 106 Case Study Report and Memorandum of Agreement (MOA) will be completed as Optional Services. The CONSULTANT will assist the FDOT and the COUNTY in meetings by providing technical support in Section 106 Meetings, such as a Cultural Resource Committee Meeting.

**4.2.2 Section 4(f)** - The CONSULTANT will complete the documentation for Section 4(f) requirements in accordance with Part 2, Chapter 7 (Section 4(f)) Resources) of the PD&E Manual.

### 4.3 NATURAL ENVIRONMENT

The CONSULTANT will assess and summarize each of the natural resource issues in the Environmental Document. If no involvement for a particular issue is indicated, then a statement to that effect will be included. The CONSULTANT will identify the natural resource evaluation area. The CONSULTANT will assess the direct, and indirect effects and will document the severity of the following items in the Environmental Document and project file:

- 4.3.1 Wetlands** - The CONSULTANT will identify the type, quality, and function of wetlands, or reference previously completed documentation relevant to the Project. The CONSULTANT will establish Uniform Mitigation Assessment Method (UMAM) for representative wetlands in accordance with Part 2, Chapter 18 of the PD&E Manual. The CONSULTANT will evaluate alternatives that avoid wetland impacts and, where unavoidable, identify practicable measures to minimize impacts. Any impact to wetlands requires development of a Conceptual Mitigation Plan. The CONSULTANT will document the results of Wetlands Evaluation in the Natural Resources Evaluation (NRE) Report to document all coordination activities with resource agencies, wetland impact assessment, and mitigation analysis.

#### **Data Collection – Wetlands**

The CONSULTANT will identify the type, quality, and function of wetlands, or reference previously completed documentation relevant to the Project. The CONSULTANT will establish Uniform Mitigation Assessment Method (UMAM) for representative wetlands in accordance with Part 2, Chapter 9 (Wetlands and Other Surface Waters) of the PD&E Manual. The CONSULTANT will evaluate alternatives that avoid wetland impacts and, where unavoidable, identify practicable measures to minimize impacts. Any impact to wetlands requires development of a Conceptual Mitigation Plan. The CONSULTANT will document the results of Wetlands Evaluation in the Natural Resources Evaluation (NRE) Report to document all coordination activities with resource agencies, wetland impact assessment, and mitigation analysis.

#### **Analysis – Wetlands**

In accordance with Part 2, Chapter 9 of the PD&E Manual, the CONSULTANT will prepare a Natural Resource Evaluation.

#### **Conceptual Mitigation Plans**

The CONSULTANT will identify possible conceptual mitigation plans if required in accordance with Part 2, Chapter 9 (Wetlands and Other Surface Waters) of the PD&E Manual. Detailed mitigation plans are not required as part of this contract.

- 4.3.2 Wildlife and Habitat** - The CONSULTANT will evaluate the potential for impact to listed wildlife species in accordance with Part 2, Chapter 16 (Protected Species and Habitat) of the PD&E Manual. The analysis and results will be documented in a Natural Resource Evaluation. This environmental document will be coordinated with resource and regulatory agencies for their input and concurrence.
- 4.3.3 Natural Resource Evaluation (NRE) Report** - The CONSULTANT will document the results of the Wetlands and Wildlife and Habitat evaluations in a Natural Resources Evaluation (NRE) report in accordance with **Part 2, Chapter 27 of the PD&E Manual**.

**4.3.4 Water Quality** - In accordance with Part 2, Chapter 11 (Water Quality and Water Quantity) of the PD&E Manual and the Pinellas County Stormwater Manual. A Water Quality Impact Evaluation will be prepared.

**4.3.5 Special Designations** - Potential for impacts to Special Designations identified for this project will be evaluated in accordance with Part 2, Chapters 10 and 12, of the PD&E Manual, respectively.

No Special Designations are located within the project corridor, but the two major stormwater conveyance crossings discharge into the Pinellas County aquatic preserve. Cross Bayou Canal has headwaters in Upper Tampa Bay and discharges into Long Bayou/Cross Bayou. Cross Bayou Canal is designated as a Blueway Opportunity. An appropriate bridge height will be evaluated to accommodate this potential designation. The Roosevelt Channel 5 is part of the Roosevelt Creek watershed which flows south to north and discharges into Old Tampa Bay.

**4.3.6 Identify Permit Conditions** - The CONSULTANT will identify permit conditions, and type of permits required. This task includes the review of maps and data in order to determine permit related information for the project.

#### **4.4 PHYSICAL IMPACTS**

The CONSULTANT will summarize each of the physical effect issues in the Environmental Document. If no involvement for a particular issue is indicated, then a statement to that effect will be included. The CONSULTANT will identify the physical effect evaluation area. The CONSULTANT will assess the direct and indirect effects and will document the severity of the following:

**4.4.1 Noise** - The CONSULTANT will perform the noise analysis, noise abatement evaluation, and assessment of construction noise and vibration in accordance with the Part 2, Chapter 18 of the PD&E Manual and the current version of FDOT's Traffic Noise Modeling and Analysis Practitioner's Handbook. The CONSULTANT will attend a noise study methodology meeting with the DEPARTMENT prior to beginning analysis.

The CONSULTANT will document methodology and results of noise analysis and noise abatement evaluation in the Noise Study Report (NSR). The CONSULTANT will provide an electronic copy of the NSR, in PDF format, as well as all TNM input/output files, and "readme" file that support the information documented in the report.

**4.4.2 Air Quality** – The CONSULTANT will gather data, perform the air quality screening analysis and summarize the results of the analysis in the Environmental Document. The analysis will be conducted in accordance with Part 2, Chapter 16 of the PD&E Manual.

**4.4.3 Construction Impact Analysis** - In accordance with Part 2, Chapter 6 (Engineering Analysis) of the PD&E Manual.

**4.4.4 Contamination** - The CONSULTANT will perform the necessary analysis to complete the Contamination Screening Evaluation for all proposed alternatives as described in Part 2, Chapter 20 (Contamination) of the PD&E Manual. The analysis and results will be documented in a Contamination Screening Evaluation Report.

**The Geotechnical investigation and soils reports will include consideration of possible soil contamination near the 126th Avenue dump (near 58th Street N.)**

#### **4.5 CUMULATIVE EFFECTS EVALUATION**

The CONSULTANT will perform and document cumulative effects evaluation of each resource of concern identified based on context and in consultation with the COUNTY as per the process outlined in the **Cumulative Effects Evaluation Handbook**. The cumulative effects evaluation should build upon information derived from the direct and indirect effects analyses.

#### **4.6 PROJECT COMMITMENTS RECORD**

The CONSULTANT will assist the COUNTY in filling out **Form No. 700-011-35 Project Commitments Record (PCR)** to document project commitments in the Commitments section of the Environmental Document. **DEPARTMENT Procedure 700-011-035** will be used by the CONSULTANT for recording the project commitments. The CONSULTANT will forward the completed PCR form to the COUNTY Project Manager.

### **TASK 5 ENVIRONMENTAL DOCUMENT**

The Environmental Document prepared by the CONSULTANT will comply with the procedures listed in the PD&E Manual, Part 1, and will also follow the format and include content described in Part 2 of the PD&E Manual. The task of documentation includes the preparation of draft and interim reports prepared by the CONSULTANT for review and comment by the COUNTY prior to producing final reports and documents.

**5.1 ENVIRONMENTAL ASSESSMENT (EA)** – The CONSULTANT will assist the COUNTY in preparing an Environmental Assessment in accordance with Part 1, Chapter 6 of the PD&E Manual.

**5.2 FINDING OF NO SIGNIFICANT IMPACT** – If after completing the EA, the Office of Environmental Management (OEM) determines that there are no significant impacts resulting from the project, the CONSULTANT under the direction of the COUNTY will prepare a Finding of No Significant Impact (FONSI) in accordance with Part 1, Chapter 7 of the PD&E Manual for review and approval by OEM.

### **TASK 6 OPTIONAL SERVICES**

At the COUNTY's option, the CONSULTANT may be requested to provide professional services described below. These services may include but not limited to preparation of a Section 106 Case Study Report, a Section 106 Memorandum of Agreement, a Section 4(f) Evaluation of Historic Resources, Section 106 Consultation Meetings, a Section 106 Public Involvement, or an Environmental Impact Statement. Optional Services indicated in the scope of services will be included in the contract and funded as lump sum tasks.

Commencement of these services will require authorization by the COUNTY. (A supplemental agreement/contract will not be required.)

In the event that budgeted optional services are not required, the funds allocated for these services will be available for other optional services that are within the scope of service as recommended by the COUNTY or CONSULTANT and approved by the COUNTY.



**6.1 SECTION 106 CASE STUDY REPORT**

The CONSULTANT will assist in the Section 106 Compliance Process (NHPA of 1966, as amended) as directed by the DEPARTMENT and the COUNTY, with the development of a Section 106 Case Study Report.

**6.2 MEMORANDUM OF AGREEMENT (MOA)**

The CONSULTANT will assist in the Section 106 Compliance Process (NHPA of 1966, as amended) as directed by the DEPARTMENT and the COUNTY, with the development of a Memorandum of Agreement (MOA).

**6.3 SECTION 4(F) EVALUATION OF HISTORIC RESOURCES**

The CONSULTANT will assist in the Section 106 Compliance Process (NHPA of 1966, as amended) as directed by the DEPARTMENT and the COUNTY, with the development of a Section 4(f) Evaluation of Historic Resources.

**6.4 SECTION 106 CONSULTATION MEETINGS**

The CONSULTANT will assist in the Section 106 Compliance Process (NHPA of 1966, as amended) as directed by the DEPARTMENT and the COUNTY, with consultation meetings with the State Historic Preservation Officer (SHPO).

**6.5 SECTION 106 PUBLIC INVOLVEMENT**

The CONSULTANT will assist in the Section 106 Compliance Process (NHPA of 1966, as amended) as directed by the DEPARTMENT and the COUNTY, including Section 106 public involvement activities.

**6.6 ENVIRONMENTAL IMPACT STATEMENT**

If the EA discovers that the project would result in significant impacts, the COUNTY will upgrade the project to an Environmental Impact Statement (EIS).

**V. COMPENSATION**

The CONSULTANT will provide the above outlined Basic Services for the following fixed fee or estimated amounts.

Task 1	General Tasks	\$ 93,836.05	Lump Sum
Task 2	Public Involvement	\$ 113,821.48	Lump Sum
Task 3	Engineering Analysis & Reports	\$ 417,293.84	Lump Sum
Task 4	Environmental Analysis & Reports	\$ 108,671.00	Lump Sum
Task 5	Environmental Document	\$ 41,505.38	Lump Sum
Task 6	Optional Services	\$ 94,789.91	Lump Sum

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Total Fee		\$869,917.66	Lump Sum
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## **VI. SCHEDULE**

The CONSULTANT's services will commence work upon receipt of written notice to proceed issued by COUNTY. The Project shall be completed within **18 months** of Notice to Proceed unless otherwise directed by the COUNTY.

The CONSULTANT will also provide a Microsoft Project schedule with updates to be included with each monthly invoice submittal.

The COUNTY review period is twenty-one (21) calendar days from the date of each milestone submittal. The CONSULTANT will provide responses to comments for the required submittal. Any other delays beyond CONSULTANT's control will be documented in writing by CONSULTANT and submitted to the COUNTY for consideration to grant a schedule time extension.

## **VII. INVOICES & PROGRESS REPORTS**

Invoicing will take place monthly and will include a progress report summarizing the work completed during the invoice period as well as a schedule update. The CONSULTANT will pre-submit invoices to the Project Manager prior to an official monthly submittal. The final invoice will be marked "FINAL" on the invoice and be accompanied by a letter from the CONSULTANT stating that this is the Final Invoice and that compensation for tasks completed, as described in the Scope of Services Agreement, is now concluded.

## **VIII. SERVICES TO BE PERFORMED BY THE COUNTY**

The COUNTY will provide those services and materials as described in previous sections of the Scope of Services and as set forth below:

- Project data currently on file.
- All available information in the possession of the COUNTY pertaining to utility companies whose facilities may be affected by the proposed construction.
- Existing COUNTY survey information and right-of-way maps relevant to this project.
- Available crash data.
- Any other available information in the possession of the COUNTY that would be relevant to this study.
- Provide a copy of the Pinellas County "Cross Bayou Watershed Management Plan".

**PROJECT DEVELOPMENT & ENVIRONMENT  
PROJECT DATA**

**ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT**

Name of Project: 126th Avenue North PD&E Study from US Hwy. 19/SR 55 to 34th Street North  
 County: Pinellas County  
 FPN: TBD  
 FAP No.: TBD

Consult. Name: HW Lochner, Inc.  
 Consult. No. enter consultants proj. number  
 Date: 6/28/2018  
 Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Chief Engineer	Senior Engineer	Principal Engineer	Chief Scientist	Senior Project Engineer	Senior Environmental Scientist	Engineer Intern	Project Engineer	Graphic Technician	CADD / Computer Technician	Secretarial / Clerical	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$223.95	\$239.18	\$198.33	\$210.24	\$199.46	\$158.57	\$138.96	\$88.88	\$127.17	\$104.89	\$81.82	\$73.38			
General Tasks	470	188	0	47	94	47	9	0	0	47	24	9	5	470	\$91,586	\$194.86
Public Involvement	687	137	0	69	34	69	70	0	0	137	137	0	34	687	\$110,664	\$161.08
Engineering Analysis & Report	2,212	221	111	221	332	0	221	0	221	553	221	111	0	2,212	\$346,947	\$156.85
Environmental Analysis & Reports	282	14	0	0	0	85	0	113	14	14	28	0	14	282	\$42,781	\$151.71
Environmental Document	252	25	0	0	0	101	0	25	0	76	25	0	0	252	\$41,505	\$164.70
<b>Total Staff Hours</b>	<b>3,903</b>	<b>585</b>	<b>111</b>	<b>337</b>	<b>460</b>	<b>302</b>	<b>300</b>	<b>138</b>	<b>235</b>	<b>827</b>	<b>435</b>	<b>120</b>	<b>53</b>	<b>3,903</b>		
<b>Total Staff Cost</b>		<b>\$131,010.75</b>	<b>\$26,548.98</b>	<b>\$66,837.21</b>	<b>\$96,710.40</b>	<b>\$60,236.92</b>	<b>\$47,571.00</b>	<b>\$19,176.48</b>	<b>\$20,886.80</b>	<b>\$105,169.59</b>	<b>\$45,627.15</b>	<b>\$9,818.40</b>	<b>\$3,889.14</b>		<b>\$633,482.82</b>	<b>\$162.31</b>

Check = \$633,482.82

Survey Field Days by Subconsultant
4 - Person Crew:

SALARY RELATED COSTS:		\$633,482.82
OVERHEAD:	0.00%	\$0.00
OPERATING MARGIN:	0.00%	\$0.00
FCCM (Facilities Capital Cost Money):	0.00%	\$0.00
EXPENSES:	0.00%	\$0.00
<b>SALARY RELATED SUBTOTAL:</b>		<b>\$633,482.82</b>
Survey (Field - if by Prime)	0.00	4-man crew day: \$ - / day
<b>SUBTOTAL - PRIME</b>		<b>\$633,482.82</b>
Subconsultant: Omni		\$10,586.56
Subconsultant: Tierra		\$19,402.14
Subconsultant: KB		\$20,541.54
Subconsultant: Janus		\$26,804.00
Subconsultant: Adams		\$34,067.94
Subconsultant: IAA		\$30,242.75
Subconsultant: Sub 7		\$0.00
Subconsultant: Sub 8		\$0.00
Subconsultant: Sub 9		\$0.00
Subconsultant: Sub 10		\$0.00
Subconsultant: Sub 11		\$0.00
Subconsultant: Sub 12		\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>		<b>\$775,127.75</b>
Optional Services (Tierra and Janus)		\$94,789.91
<b>GRAND TOTAL ESTIMATED FEE:</b>		<b>\$869,917.66</b>

Notes:

1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

**PROJECT DEVELOPMENT & ENVIRONMENT  
PROJECT DATA**

**ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT**

Name of Project: 126th Avenue North PD&E Study from US Hwy. 19/SR 55 to 34th Street North  
 County: Pinellas County  
 FPN: TBD  
 FAP No.: TBD

Consult. Name: OMNI Communications  
 Consult. No. enter consultants proj. number  
 Date: 6/28/2018  
 Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Surveyor	Utility Coordinator	SUE Crew - Locating	SUE Crew - Designating	Survey Crew	CADD						SH	Salary	Average
		\$155.00	\$144.00	\$118.68	\$225.00	\$215.00	\$175.50	\$89.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	By Activity	Cost By Activity	Rate Per Task
General Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
Engineering Analysis & Report	84	17	0	67	0	0	0	0	0	0	0	0	0	84	\$10,587	\$126.03
Environmental Analysis & Reports	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
Environmental Document	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
<b>Total Staff Hours</b>	84	17	0	67	0	0	0	0	0	0	0	0	0	84		
<b>Total Staff Cost</b>		\$2,635.00	\$0.00	\$7,951.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		<b>\$10,586.56</b>	<b>\$126.03</b>

Check = \$10,586.56

SALARY RELATED COSTS:		\$10,586.56
OVERHEAD:	0.00%	\$0.00
OPERATING MARGIN:	0.00%	\$0.00
FCCM (Facilities Capital Cost Money):	0.00%	\$0.00
EXPENSES:	0.00%	\$0.00
<b>SALARY RELATED SUBTOTAL:</b>		<b>\$10,586.56</b>
Survey (Field - if by Sub)	0.00	4-man crew day: \$ - / day
<b>SUBTOTAL - SUBCONSULTANT</b>		<b>\$10,586.56</b>
Optional Services		\$0.00
<b>SUBCONSULTANT TOTAL ESTIMATED FEE:</b>		<b>\$10,586.56</b>

Note:

- This sheet to be used by Subconsultant to calculate its fee.

**PROJECT DEVELOPMENT & ENVIRONMENT  
PROJECT DATA**

**ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT**

Name of Project: 126th Avenue North PD&E Study from US Hwy. 19/SR 55 to 34th Street North  
 County: Pinellas County  
 FPN: TBD  
 FAP No.: TBD

Consult. Name: KB Environmental Sciences  
 Consult. No. enter consultants proj. number  
 Date: 6/28/2018  
 Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary Firm"	Chief Scientist	Environmental Scientist	Environmental Specialist	Engineering Technician	Technician Aide								SH	Salary	Average
		\$174.27	\$80.00	\$55.90	\$53.48	\$48.71	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	By Activity	Cost By Activity
General Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
Public Involvement	12	6	6	0	0	0	0	0	0	0	0	0	0	12	\$1,526	\$127.14
Engineering Analysis & Report	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00	
Environmental Analysis & Reports	180	54	108	9	5	4	0	0	0	0	0	0	180	\$19,016	\$105.64	
Environmental Document	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00	
<b>Total Staff Hours</b>	192	60	114	9	5	4	0	0	0	0	0	0	192			
<b>Total Staff Cost</b>		\$10,456.20	\$9,120.00	\$503.10	\$267.40	\$194.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		<b>\$20,541.54</b>	<b>\$106.99</b>

Check = \$20,541.54

SALARY RELATED COSTS:		\$20,541.54
OVERHEAD:	0.00%	\$0.00
OPERATING MARGIN:	0.00%	\$0.00
FCCM (Facilities Capital Cost Money):	0.00%	\$0.00
EXPENSES:	0.00%	\$0.00
<b>SALARY RELATED SUBTOTAL:</b>		<b>\$20,541.54</b>
Survey (Field - if by Sub)	0.00 4-man crew day \$ - / day	\$0.00
<b>SUBTOTAL - SUBCONSULTANT</b>		<b>\$20,541.54</b>
Optional Services		\$0.00
<b>SUBCONSULTANT TOTAL ESTIMATED FEE:</b>		<b>\$20,541.54</b>

Note:  
 1. This sheet to be used by Subconsultant to calculate its fee.

**PROJECT DEVELOPMENT & ENVIRONMENT  
PROJECT DATA**

**ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT**

Name of Project: 126th Avenue North PD&E Study from US Hwy. 19/SR 55 to 34th Street North  
 County: Pinellas County  
 FPN: TBD  
 FAP No.: TBD

Consult. Name: Tierra  
 Consult. No. enter consultants proj. number  
 Date: 6/28/2018  
 Estimator: Mike Bair

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Chief Geotechnical Engineer	Chief Scientist	Senior Geotechnical Engineer	Geotechnical Engineer	Engineer	Engineering Intern	Senior Scientist	Designer	Sr. Engineering Technician	Geotechnical Tech	Clerical		SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$200.61	\$156.18	\$141.93	\$121.75	\$107.85	\$82.23	\$123.27	\$99.42	\$87.00	\$63.40	\$70.21	\$0.00			
General Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
Engineering Analysis & Report	24	4	0	0	6	0	11	0	3	0	0	1	0	25	\$2,806	\$112.24
Environmental Analysis & Reports	144	0	22	0	0	0	0	59	4	44	15	3	0	147	\$16,096	\$109.50
Environmental Document	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
<b>Total Staff Hours</b>	168	4	22	0	6	0	11	59	7	44	15	4	0	172		
<b>Total Staff Cost</b>		\$802.44	\$3,435.96	\$0.00	\$730.50	\$0.00	\$904.53	\$7,272.93	\$695.94	\$3,828.00	\$951.00	\$280.84	\$0.00		<b>\$18,902.14</b>	<b>\$109.90</b>

Check = \$18,902.14

SALARY RELATED COSTS:		\$18,902.14
OVERHEAD:	0.00%	\$0.00
OPERATING MARGIN:	0.00%	\$0.00
FCCM (Facilities Capital Cost Money):	0.00%	\$0.00
EXPENSES:	0.00%	\$0.00
<b>SALARY RELATED SUBTOTAL:</b>		<b>\$18,902.14</b>
Survey (Field - if by Sub)	0.00 4-man crew day: \$ - / day	\$0.00
<b>SUBTOTAL - SUBCONSULTANT</b>		<b>\$18,902.14</b>
EDR Report		\$500.00
<b>SUBCONSULTANT TOTAL ESTIMATED FEE:</b>		<b>\$19,402.14</b>

Note:

1. This sheet to be used by Subconsultant to calculate its fee.

**ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT**

Name of Project: 126th Avenue North Improvements - optional services  
 County: Pinellas  
 FPN: TBD  
 FAP No.: -

Consult. Name: Tierra (Optional Services)  
 Consult. No. 6511-17-172  
 Date: 6/28/2018  
 Estimator: Mike Bair

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Chief Geotechnical Engineer	Chief Scientist	Senior Geotechnical Engineer	Geotechnical Engineer	Engineer	Engineering Intern	Senior Scientist	Designer	Sr Engineering Technician	Geotechnical Technician	Secretary/ Clerical	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$200.61	\$156.18	\$141.93	\$121.75	\$107.85	\$82.23	\$123.27	\$99.42	\$87.00	\$63.40	\$70.21	\$0.00			
Project Description and Objectives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
Engineering Analysis & Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
Environmental Analysis & Reports	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
Environmental Document	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
Design Services	315	0	47	0	0	0	0	63	9	95	95	6	0	315	\$30,710.51	\$97.49
<b>Total Staff Hours</b>	315	0	47	0	0	0	0	63	9	95	95	6	0	315		
<b>Total Staff Cost</b>		\$0.00	\$7,340.46	\$0.00	\$0.00	\$0.00	\$0.00	\$7,766.01	\$894.78	\$8,265.00	\$6,023.00	\$421.26	\$0.00		<b>\$30,710.51</b>	<b>\$97.49</b>

Check = \$30,710.51

SALARY RELATED COSTS: \$30,710.51  
 OVERHEAD: \$0.00  
 OPERATING MARGIN: \$0.00  
 FCCM (Facilities Capital Cost Money): \$0.00  
 EXPENSES: \$0.00  
**SALARY RELATED SUBTOTAL: \$30,710.51**  
 Contamination Field and Test Units (See Expenses - Tierra (Opt. Svcs.) Tab) \$37,007.40  
**SUBCONSULTANT TOTAL ESTIMATED FEE FOR OPTIONAL SERVICES: \$67,717.91**

Note:  
 1. This sheet to be used by Subconsultant to calculate its fee.

Item Description	Unit	Unit Price	Quantity	Total
<b>Field Investigation</b>				
612-Geo Mobilization Drill Rig Truck Mount	Each	\$ 350.00	4	\$ 1,400.00
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each	\$ 700.00		\$ -
610-Geo Mobilization Drill Rig Track Mount	Each	\$ 2,925.00		\$ -
418-Geo Drill Crew Support Vehicle	Day	\$ 160.00	10	\$ 1,600.00
450-Geo Piezometer 2" 000-050 Ft	LF	\$ 44.00	288	\$ 12,672.00
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF	\$ 6.25		\$ -
Piezometer Permit Cost Actual - DEP	Each	\$ 250.00		\$ -
434-Geo Ground Penetrating Radar (GPR)	Day	\$ 2,800.00		\$ -
<b>Contamination Test Units</b>				
850-EDR Report	Each	\$ 500.00		\$ -
852-Organic Vapor Analyzer (OVA)	Day	\$ 150.00	10	\$ 1,500.00
854-Handheld GPS	Per Day	\$ 80.34	10	\$ 803.40
856-Field Sampling Kit (soil)	Each	\$ 75.00	5	\$ 375.00
858-Field Sampling Survey Kit (water)	Each	\$ 75.00	5	\$ 375.00
860-Power Auger Boring (includes decontamination to a depth of 25 feet)	Foot	\$ 11.90	320	\$ 3,808.00
862-BTEX and MTBE (Method 8260)	Each	\$ 65.00	4	\$ 260.00
864-Organochlorine Pesticides (Method 8081)	Each	\$ 100.00		\$ -
866-Organophosphorous Pesticides (Method 8141)	Each	\$ 125.00		\$ -
868-Chlorinated Herbicides (Method 8151)	Each	\$ 100.00		\$ -
870-Volatile Organics (Method 8260)	Each	\$ 95.00	36	\$ 3,420.00
872-Volatile Organics BTEX/MTBE(Method 8260)	Each	\$ 60.00		\$ -
874-Semi-Volatiles (Method 8270)	Each	\$ 200.00	36	\$ 7,200.00
876-Polyaromatic Hydrocarbons (Method 8270)	Each	\$ 100.00	4	\$ 400.00
878-TPH Method FL-Pro	Each	\$ 65.00	4	\$ 260.00
880-RCRA 8 Metals (Method 6010/7471)	Each	\$ 65.00	36	\$ 2,340.00
882-RCRA Metals Individual (Method 6010/7471)	Each	\$ 9.00		\$ -
884-Mercury Individual (Method 6010/7471)	Each	\$ 25.00		\$ -
886-Ultr Low Trace Mercury GW Individual (Method 1631)	Each	\$ 75.00		\$ -
888-Arsenic (Method 6010/7471)	Each	\$ 9.00		\$ -
890-SPLP/TCLP Metals	Each	\$ 198.00	3	\$ 594.00
892-Asbestos Samples	Each	\$ 15.00		\$ -
894-Polychlorinated Biphenals (8082)	Each	\$ 75.00		\$ -
	<b>Total Optional Services</b>			<b>\$ 37,007.40</b>



**PROJECT DEVELOPMENT & ENVIRONMENT  
PROJECT DATA**

**ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT**

Name of Project: 126th Avenue North PD&E Study from US Hwy. 19/SR 55 to 34th Street North  
 County: Pinellas County  
 FPN: TBD  
 FAP No.: TBD

Consult. Name: Independence Appraisal  
 Consult. No. enter consultants proj. number  
 Date: 6/28/2018  
 Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Appraiser	Right of Way Cost Estimator	Appraisal Research Assistant	Right of Way Agent	Secretarial/ Clerical							SH	Salary	Average
														By Activity	Cost By Activity	Rate Per Task
	\$161.63	\$139.23	\$136.29	\$101.71	\$123.03	\$57.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
General Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
Engineering Analysis & Report	189	13	50	50	45	10	21	0	0	0	0	0	0	189	\$22,887	\$121.09
Environmental Analysis & Reports	62	10	0	0	0	42	10	0	0	0	0	0	0	62	\$7,356	\$118.65
Environmental Document	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
<b>Total Staff Hours</b>	251	23	50	50	45	52	31	0	0	0	0	0	0	251		
<b>Total Staff Cost</b>		\$3,717.49	\$6,961.50	\$6,814.50	\$4,576.95	\$6,397.56	\$1,774.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		<b>\$30,242.75</b>	<b>\$120.49</b>

Check = \$30,242.75

SALARY RELATED COSTS:		\$30,242.75
OVERHEAD:	0.00%	\$0.00
OPERATING MARGIN:	0.00%	\$0.00
FCCM (Facilities Capital Cost Money):	0.00%	\$0.00
EXPENSES:	0.00%	\$0.00
<b>SALARY RELATED SUBTOTAL:</b>		<b>\$30,242.75</b>
Survey (Field - if by Sub)	0.00 4-man crew day: \$ - / day	\$0.00
<b>SUBTOTAL - SUBCONSULTANT</b>		<b>\$30,242.75</b>
Optional Services		\$0.00
<b>SUBCONSULTANT TOTAL ESTIMATED FEE:</b>		<b>\$30,242.75</b>

Note:  
 1. This sheet to be used by Subconsultant to calculate its fee.

**PROJECT DEVELOPMENT & ENVIRONMENT  
PROJECT DATA**

**ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT**

Name of Project: 126th Avenue North PD&E Study from US Hwy. 19/SR 55 to 34th Street North  
 County: Pinellas County  
 FPN: TBD  
 FAP No.: TBD

Consult. Name: Adams Traffic  
 Consult. No. enter consultants proj. number  
 Date: 6/28/2018  
 Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary Firm"	Chief Engineer	Senior Engineering Technician	Secretarial / Clerical										SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$216.96	\$70.26	\$60.99	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
General Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
Engineering Analysis & Report	238	119	107	12	0	0	0	0	0	0	0	0	0	238	\$34,068	\$143.14
Environmental Analysis & Reports	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
Environmental Document	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
<b>Total Staff Hours</b>	238	119	107	12	0	0	0	0	0	0	0	0	0	238		
<b>Total Staff Cost</b>		\$25,818.24	\$7,517.82	\$731.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		<b>\$34,067.94</b>	<b>\$143.14</b>

Check = \$34,067.94

SALARY RELATED COSTS:		\$34,067.94
OVERHEAD:	0.00%	\$0.00
OPERATING MARGIN:	0.00%	\$0.00
FCCM (Facilities Capital Cost Money):	0.00%	\$0.00
EXPENSES:	0.00%	\$0.00
<b>SALARY RELATED SUBTOTAL:</b>		<b>\$34,067.94</b>
Survey (Field - if by Sub)	0.00 4-man crew day \$ - / day	\$0.00
<b>SUBTOTAL - SUBCONSULTANT</b>		<b>\$34,067.94</b>
Optional Services		\$0.00
<b>SUBCONSULTANT TOTAL ESTIMATED FEE:</b>		<b>\$34,067.94</b>

Note:

1. This sheet to be used by Subconsultant to calculate its fee.

**PROJECT DEVELOPMENT & ENVIRONMENT  
PROJECT DATA**

**ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT**

Name of Project: 126th Avenue North PD&E Study from US Hwy. 19/SR 55 to 34th Street North  
 County: Pinellas County  
 FPN: TBD  
 FAP No.: TBD

Consult. Name: Janus Research  
 Consult. No. enter consultants proj. number  
 Date: 6/28/2018  
 Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary Firm"	Project Manager	Principal Investigator	Project Archaeologist	Field Archeologist	Architectural Historian	Historical Technician	Graphics Specialist	Clerical	Project Engineer	Graphic Technician	CADD / Computer Technician	Secretarial / Clerical	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$150.00	\$115.00	\$72.00	\$41.00	\$122.00	\$56.00	\$52.00	\$45.00	\$0.00	\$0.00	\$0.00	\$0.00			
General Tasks	15	15	0	0	0	0	0	0	0	0	0	0	0	15	\$2,250	\$150.00
Public Involvement	12	6	0	0	0	6	0	0	0	0	0	0	0	12	\$1,632	\$136.00
Engineering Analysis & Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
Environmental Analysis & Reports	287	16	18	65	12	53	108	13	2	0	0	0	0	287	\$22,922	\$79.87
Environmental Document	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
<b>Total Staff Hours</b>	314	37	18	65	12	59	108	13	2	0	0	0	0	314		
<b>Total Staff Cost</b>		\$5,550.00	\$2,070.00	\$4,680.00	\$492.00	\$7,198.00	\$6,048.00	\$676.00	\$90.00	\$0.00	\$0.00	\$0.00	\$0.00		<b>\$26,804.00</b>	<b>\$85.36</b>

Check = \$26,804.00

SALARY RELATED COSTS:		\$26,804.00
OVERHEAD:	0.00%	\$0.00
OPERATING MARGIN:	0.00%	\$0.00
FCCM (Facilities Capital Cost Money):	0.00%	\$0.00
EXPENSES:	0.00%	\$0.00
<b>SALARY RELATED SUBTOTAL:</b>		<b>\$26,804.00</b>
Survey (Field - if by Sub)	0.00	4-man crew day \$ - / day
<b>SUBTOTAL - SUBCONSULTANT</b>		<b>\$26,804.00</b>
Optional Services		\$0.00
<b>SUBCONSULTANT TOTAL ESTIMATED FEE:</b>		<b>\$26,804.00</b>

Note:

1. This sheet to be used by Subconsultant to calculate its fee.

**ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT**

Name of Project: 126th Avenue North Improvements - optional services  
 County: Pinellas County  
 FPN: TBD  
 FAP No.: TBD

Consult. Name: Janus Research (Optional Services)  
 Consult. No. enter consultants proj. number  
 Date: 6/28/2018  
 Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary Firm"	Project Manager	Principal Investigator	Project Archaeologist	Field Archeologist	Architectural Historian	Historical Technician	Graphics Specialist	Clerical	Project Engineer	Graphic Technician	CADD / Computer	Secretarial / Clerical	SH By	Salary Cost By	Average Rate Per
		\$150.00	\$115.00	\$72.00	\$41.00	\$122.00	\$56.00	\$52.00	\$45.00	\$0.00	\$0.00	\$0.00	\$0.00	Activity	Activity	Task
General Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
Engineering Analysis & Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
Environmental Analysis & Reports	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
Environmental Document	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
Optional Services	227	68	12	0	0	112	28	5	0	2	0	0	0	227	\$27,072	\$119.26
<b>Total Staff Hours</b>	227	68	12	0	0	112	28	5	0	2	0	0	0	227		
<b>Total Staff Cost</b>		\$10,200.00	\$1,380.00	\$0.00	\$0.00	\$13,664.00	\$1,568.00	\$260.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		<b>\$27,072.00</b>	<b>\$119.26</b>

Check = \$27,072.00

SALARY RELATED COSTS:		\$27,072.00
OVERHEAD:	0.00%	\$0.00
OPERATING MARGIN:	0.00%	\$0.00
FCCM (Facilities Capital Cost Money):	0.00%	\$0.00
EXPENSES:	0.00%	\$0.00
<b>SALARY RELATED SUBTOTAL:</b>		<b>\$27,072.00</b>
Survey (Field - if by Sub)	0.00	4-man crew day \$ - / day
<b>SUBCONSULTANT TOTAL ESTIMATED FEE FOR OPTIONAL SERVICES:</b>		<b>\$27,072.00</b>

Note:  
 1. This sheet to be used by Subconsultant to calculate its fee.

# LOCHNER

H.W. Lochner, Inc.  
4350 W. Cypress Street  
Suite 800  
Tampa, FL 33607  
T 813-857-3750  
F 813-304-2207

[www.hwlochner.com](http://www.hwlochner.com)

## EXHIBIT "B"

### SCHEDULE OF RATE VALUES

The following are the hourly rates proposed for **H. W. Lochner, Inc.'s** various employee classifications for the Pinellas County project titled "126<sup>th</sup> Avenue N. Improvements from US HWY 19 to 34<sup>th</sup> Street N. PD&E Study; Contract No. 167-0404-NC (SS)". The hourly rates include all labor, direct/indirect overhead, margins/profits, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area.

Classifications	Burdened Hourly Rates
Project Manager	\$223.95
Chief Engineer	\$239.18
Senior Engineer	\$198.33
Principal Engineer	\$210.24
Chief Scientist	\$199.46
Senior Project Engineer	\$158.57
Senior Environmental Scientist	\$138.96
Engineer	\$120.63
Project Engineer	\$127.17
Graphics Technician	\$104.89
Senior Engineering Technician	\$95.85
Engineer Intern	\$88.88
GIS Specialist	\$85.06
CADD / Computer Technician	\$81.82
Secretarial / Clerical	\$73.38

H. W. LOCHNER, INC.

Signature: William G. Howell

Date: October 24, 2017

Name: William G. Howell, PE

Title: Vice President

**Adams Traffic, Inc.**

P.O. Box 997, Plant City, FL 33564  
tel: 813-763-7763 fax: 813-659-8688

**EXHIBIT "B"**

**SCHEDULE OF RATE VALUES**

The following are the hourly rates proposed for **Adams Traffic's** various employee classifications for the Pinellas County project titled "126<sup>th</sup> Avenue N. Improvements from US HWY 19 to 34<sup>th</sup> Street N. PD&E Study; Contract No. 167-0404-NC (SS)". The hourly rates include all labor, direct/indirect overhead, margins/profits, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area.

<b>Classifications</b>	<b>Burdened Hourly Rates</b>
Project Manager	
Chief Engineer	\$216.96
Senior Engineer	
Principal Engineer	
Chief Scientist	
Senior Project Engineer	
Senior Environmental Scientist	
Engineer	
Project Engineer	
Graphics Technician	
Senior Engineering Technician	\$70.26
Engineer Intern	
GIS Specialist	
CADD / Computer Technician	
Secretarial / Clerical	\$60.99

**ADAMS TRAFFIC, INC.**

Signature: Nancy Adams

Date: September 20, 2017

Name: Nancy Adams, PE

Title: President




**EXHIBIT "B"**

**SCHEDULE OF RATE VALUES**

The following are the hourly rates proposed for Independence Acquisition & Appraisal, LLC various employee classifications for the Pinellas County project titled "126<sup>th</sup> Avenue N. Improvements from US HWY 19 to 34<sup>th</sup> Street N. PD&E Study; Contract No. 167-0404-NC (SS)". The hourly rates include all labor, direct/indirect overhead, margins/profits, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area.

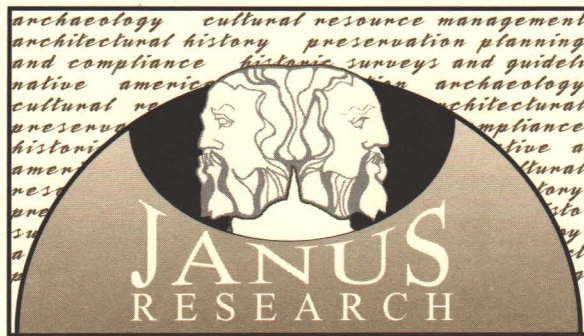
<b>Classifications</b>	<b>Burdened Hourly Rates</b>
Project Manager	\$161.63
Appraiser	\$139.23
Right of Way Cost Estimator	\$136.29
Appraisal Research Assistant	\$101.71
Right of Way Agent	\$123.03
Secretarial / Clerical	\$57.25

**FIRM NAME**

Signature:  Date: October 24, 2017

Name: Kelly Joslin Title: President

JANUS MAIN OFFICE  
1107 N. Ward Street  
Tampa, FL 33607



Tel. 813.636.8200  
Fax 813.636.8212  
janus@janus-research.com

Tampa Bay ▪ Miami ▪ Ft. Myers ▪ Atlanta  
September 20, 2017

Mr. Bill Howell, PE  
LOCHNER  
4350 W. Cypress Street, Suite 800  
Tampa, FL 33607

**RE: Rates for 126th Avenue North PD&E Study, Pinellas County**

Dear Mr. Howell:

Here are the proposed rates for the above-referenced project.

POSITION	RATE
Project Manager	\$ 150.00
Principal Investigator	\$ 115.00
Project Archaeologist	\$ 72.00
Field Archaeologist	\$ 41.00
Architectural Historian	\$ 122.00
Historical Technician	\$ 56.00
Graphics Specialist	\$ 52.00
Clerical	\$ 45.00

These rates are fully burdened and include all labor, overhead, margins, travel within the Tampa Bay Metropolitan Statistical Area, and customary expenses such as printing and copying and postage.

If you have any questions please do not hesitate to call. We look forward to working with you on this contract.

Sincerely,  
  
for Kenneth Hardin  
President





**EXHIBIT "B"**

**SCHEDULE OF RATE VALUES**

The following are the hourly rates proposed for KB Environmental Sciences, Inc. various employee classifications for the Pinellas County project titled "126<sup>th</sup> Avenue N. Improvements from US HWY 19 to 34<sup>th</sup> Street N. PD&E Study; Contract No. 167-0404-NC (SS)". The hourly rates include all labor, direct/indirect overhead, margins/profits, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area.

<b>Classifications</b>	<b>Burdened Hourly Rates</b>
Chief Scientist	\$174.27
Environmental Scientist	\$80.00
Environmental Specialist	\$55.90
Engineering Technician	\$53.48
Technician Aide	\$48.71

**FIRM NAME**

Signature: Carrol Fowler

Date: September 20, 2017

Name: Carrol Fowler

Title: President

**EXHIBIT "B"**

**SCHEDULE OF RATE VALUES**

The following are the hourly rates proposed for **OMNI Communications, LLC** various employee classifications for the Pinellas County project titled "126<sup>th</sup> Avenue N. Improvements from US HWY 19 to 34<sup>th</sup> Street N. PD&E Study; Contract No. 167-0404-NC (SS)". The hourly rates include all labor, direct/indirect overhead, margins/profits, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area.

Classifications	Burdened Hourly Rates
Project Manager	\$155.00
Surveyor	\$144.00
Utility Coordinator	\$118.68
SUE Crew - Locating	\$225.00
SUE Crew - Designating	\$215.00
Survey Crew	\$175.50
CADD	\$89.50

**FIRM NAME**

Signature:  Date: October 16, 2017  
 Name: Jennifer Stafford Title: President

# **TIERRA FEE SCHEDULE**

Item Description	Unit	Unit Price
<b>Geotechnical Field Investigation</b>		
612-Geo Mobilization Drill Rig Truck Mount	Each	\$ 350.00
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each	\$ 700.00
610-Geo Mobilization Drill Rig Track Mount	Each	\$ 2,925.00
418-Geo Drill Crew Support Vehicle	Day	\$ 160.00
609-Geo Mobilization Drill Rig Barge Mount	Each	\$ 7,138.00
405-Geo Barge (Owned)	Day	\$ 2,500.00
618-Geo Mobilization Support Boat	Each	\$ 500.00
Geo Support Safety Boat	Day	\$ 500.00
619-Geo Mobilization Tri-Pod	Each	\$ 1,125.00
419-Geo Drilling Crew 2-Person	Hour	\$ 135.00
420-Geo Drilling Crew 3-Person	Hour	\$ 185.00
Geo SPT Truck 0-50 Ft	LF	\$ 12.90
Geo SPT Truck 50-100 Ft	LF	\$ 17.00
Geo SPT Truck 100-150 Ft	LF	\$ 31.00
Geo SPT Truck 150-200 Ft	LF	\$ 39.00
478-Geo SPT Truck-Mud Bug 0-50 Ft	LF	\$ 15.20
479-Geo SPT Truck-Mud Bug 50-100 Ft	LF	\$ 18.10
480-Geo SPT Truck-Mud Bug 100-150 Ft	LF	\$ 32.00
481-Geo SPT Truck-Mud Bug 150-200 Ft	LF	\$ 42.00
473-Geo SPT Barge/Track/Amphibious 000-050 Ft	LF	\$ 21.50
474-Geo SPT Barge/Track/Amphibious 050-100 Ft	LF	\$ 28.90
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	\$ 53.00
476-Geo SPT Barge/Track/Amphibious 150-200 Ft	LF	\$ 70.00
Geo Grout Boreholes- Truck 0-050 Ft	LF	\$ 5.25
Geo Grout Boreholes- Truck 50-100 Ft	LF	\$ 7.00
Geo Grout Boreholes- Truck 100-150 Ft	LF	\$ 10.25
Geo Grout Boreholes- Truck 150-200 Ft	LF	\$ 14.00
440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	\$ 6.25
441-Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft	LF	\$ 8.00
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$ 13.10
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	\$ 18.00
435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft	LF	\$ 8.50
436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft	LF	\$ 11.25
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	\$ 17.25
438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF	\$ 25.00
Geo Temp Casing 3" Truck 0-050 Ft	LF	\$ 8.50
Geo Temp Casing 3" Truck 50-100 Ft	LF	\$ 10.25
Geo Temp Casing 3" Truck 100-150 Ft	LF	\$ 12.25
Geo Temp Casing 3" Truck 150-200 Ft	LF	\$ 15.00
488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	\$ 10.30
489-Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft	LF	\$ 14.00
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	\$ 17.50
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	\$ 22.00
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft	LF	\$ 14.50
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF	\$ 17.50
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF	\$ 20.00
486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF	\$ 25.00

Item Description	Unit	Unit Price
463-Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID	LF	\$ 45.00
465-Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID	LF	\$ 52.00
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF	\$ 60.00
453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID	LF	\$ 48.00
455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID	LF	\$ 64.00
457-Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID	LF	\$ 80.00
459-Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID	LF	\$ 94.00
427-Geo Extra SPT Samples-Truck/Mud Bug 000-050 Ft	Each	\$ 71.00
428-Geo Extra SPT Samples-Truck/Mud Bug 050-100 Ft	Each	\$ 71.00
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	\$ 85.00
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	\$ 85.00
422-Geo Extra SPT Samples-Barge/Track/Amphibious 000-050 Ft	Each	\$ 71.00
423-Geo Extra SPT Samples-Barge/Track/Amphibious 050-100 Ft	Each	\$ 71.00
424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each	\$ 85.00
425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each	\$ 85.00
519-Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft	Each	\$ 200.00
520-Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft	Each	\$ 200.00
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$ 200.00
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	\$ 200.00
515-Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft	Each	\$ 200.00
516-Geo Undisturbed Samples Barge/Track/Amphibious 050-100 Ft	Each	\$ 200.00
517-Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft	Each	\$ 200.00
518-Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft	Each	\$ 200.00
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	\$ 10.50
402-Geo Auger Borings- Track	LF	\$ 12.00
432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each	\$ 290.00
Flagman and Barricades 2-Man Crew Own Equipment	Day	\$ 890.00
450-Geo Piezometer 2" 000-050 Ft	LF	\$ 44.00
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF	\$ 6.25
Piezometer Permit Cost Actual - DEP	Each	\$ 250.00
403-Geo Backhoe (Owned)	Day	\$ 600.00
416-Geo Dozer (Owned)	Day	\$ 800.00
Site Clearing to Access Boring or Test Locations	Hour	\$ 210.00
407-Geo Chainsaw (Owned)	Day	\$ 28.00
415-Geo Double Ring Infiltration (ASTM D3385)	Each	\$ 525.00
434-Geo Ground Penetrating Radar (GPR)	Day	\$ 2,800.00
<b>Asphalt and Concrete Pavement Coring</b>		
209-Asphalt Pavement Coring – 4" dia with Base Depth Check	Each	\$ 125.00
210-Asphalt Pavement Coring – 4" dia without Base Depth Check	Each	\$ 110.00
211-Asphalt Pavement Coring – 6" dia with Base Depth Check	Each	\$ 125.00
212-Asphalt Pavement Coring – 6" dia without Base Depth Check	Each	\$ 110.00
305-Concrete Pavement Coring - 4" Dia	Each	\$ 110.00
306-Concrete Pavement Coring - 6" Dia	Each	\$ 110.00
603-Mobilization Asphalt Coring equipment	Each	\$ 250.00
606-Mobilization Concrete Coring	Each	\$ 250.00

Item Description	Unit	Unit Price
<b>Geotechnical Soil Laboratory Testing</b>		
812-Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	\$ 42.00
817-Soils Moisture Content Laboratory (AASHTO T 265)	Test	\$ 10.00
821-Soils Particle Size Analysis (AASHTO T 88) (Including Hydrometer)	Test	\$ 131.00
822-Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	Test	\$ 67.00
805-Soils Corrosion Series (FM 5-550 through 5-553)	Test	\$ 175.00
825-Soils pH Soil or Water (FM 5-550)	Test	\$ 35.00
829-Soils Resistivity Soil or Water (FM 5-551)	Test	\$ 46.00
800-Soils Chloride Soil or Water (FM 5-552)	Test	\$ 46.00
833-Soils Sulfate Soil or Water (FM 5-553)	Test	\$ 48.00
819-Soils Organic Content Ignition (FM 1 T-267)	Test	\$ 42.00
Atterberg Limit Tests (AASHTO T-89 and T-90) Combined	Test	\$ 130.00
826-Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test	\$ 70.00
811-Soils Liquid Limit (AASHTO T 89)	Test	\$ 60.00
823-Soils Permeability Constant Head (AASHTO T 215)	Test	\$ 175.00
824-Soils Permeability Falling Head (FM 5-513)	Test	\$ 175.00
827-Soils Proctor Modified (FM 1-T 180)	Test	\$ 115.00
828-Soils Proctor Standard (AASHTO T 99)	Test	\$ 111.00
832-Soils Splitting Tensile Strength of Rock Cores (ASTM D3967)	Test	\$ 138.00
838-Soils Unconfined Compression - Rock (ASTM D7012, Method C)	Test	\$ 138.00
803-Soils Consolidation - Constant Strain (ASTM D4186)	Test	\$ 580.00
804-Soils Consolidation - Extended Load Increments (AASHTO T216)	Each	\$ 50.00
806-Soils Direct Shear Consolidated Drained/ Point AASHTO T 236	Test	\$ 250.00
810-Soils Limerock Bearing Ratio (LBR)(FM 5-515)	Test	\$ 340.00
<b>Misc Asphalt and Concrete Testing</b>		
100-Aggregate Acid Insol Retained 200 Sieve (FM 5-510)	Test	\$ 90.00
101-Aggregate Carbonates and Organic Matter (FM 5-514)	Test	\$ 90.00
102-Aggregate Organic Impurities in Sand for Concrete (AASHTO T 21)	Test	\$ 40.00
103-Aggregate Shell Content of Coarse Aggregate (FM 5-555)	Test	\$ 55.00
104-Aggregate Sieve Analysis of Fine and Coarse Aggregate (AASHTO T 27)	Test	\$ 41.00
105-Aggregate Soundness (AASHTO T 104)	Test	\$ 275.00
107-Aggregate Total Moisture Content by Drying (AASHTO T-255)	Test	\$ 9.60
108-Aggregate Unit Mass and Voids (AASHTO T 19)	Test	\$ 50.00
200-Asphalt Bulk Specific Gravity (FM 1-T 166)	Test	\$ 25.10
201-Asphalt Content (FM 5-563)	Test	\$ 136.00
203-Asphalt Gradation & Content (FM 1-T 030 & FM 5-563)	Test	\$ 187.00
204-Asphalt Gradation (FM 1-T 030)	Test	\$ 51.00
207-Asphalt Los Angeles (LA) Abrasion Small Agg (FM 1-T 096)	Test	\$ 270.00
300-Concrete Beam Flexural Testing (ASTM C78)	Test	\$ 31.00
301-Concrete Compressive Strength of Grout/Mortar (ASTM C 109)	Test	\$ 13.00
302-Concrete Cylinder Curing, Capping & Breaking (ASTM C39)	Test	\$ 12.00
303-Concrete Drilled Cores and Sawed Beams (ASTM C42)	Test	\$ 38.00

Item Description	Unit	Unit Price
<b>Contamination Test Units</b>		
850-EDR Report	Each	\$ 500.00
852-Organic Vapor Analyzer (OVA)	Day	\$ 150.00
854-Handheld GPS	Per Day	\$ 80.34
856-Field Sampling Kit (soil)	Each	\$ 75.00
858-Field Sampling Survey Kit (water)	Each	\$ 75.00
860-Power Auger Boring (includes decontamination to a depth of 25 feet)	Foot	\$ 11.90
862-BTEX and MTBE (Method 8260)	Each	\$ 65.00
864-Organochlorine Pesticides (Method 8081)	Each	\$ 100.00
866-Organophosphorous Pesticides (Method 8141)	Each	\$ 125.00
868-Chlorinated Herbicides (Method 8151)	Each	\$ 100.00
870-Volatile Organics (Method 8260)	Each	\$ 95.00
872-Volatile Organics BTEX/MTBE(Method 8260)	Each	\$ 60.00
874-Semi-Volatiles (Method 8270)	Each	\$ 200.00
876-Polyaromatic Hydrocarbons (Method 8270)	Each	\$ 100.00
878-TPH Method FL-Pro	Each	\$ 65.00
880-RCRA 8 Metals (Method 6010/7471)	Each	\$ 65.00
882-RCRA Metals Individual (Method 6010/7471)	Each	\$ 9.00
884-Mercury Individual (Method 6010/7471)	Each	\$ 25.00
886-Ultr Low Trace Mercury GW Individual (Method 1631)	Each	\$ 75.00
888-Arsenic (Method 6010/7471)	Each	\$ 9.00
890-SPLP/TCLP Metals	Each	\$ 198.00
892-Asbestos Samples	Each	\$ 15.00
894-Polychlorinated Biphenals (8082)	Each	\$ 75.00
<b>Engineering, CEI and Technical Support Services</b>		
Chief Geotechnical Engineer	Hour	\$ 200.61
Chief Scientist	Hour	\$ 156.18
Senior Geotechnical Engineer	Hour	\$ 141.93
Geotechnical Engineer	Hour	\$ 121.75
Engineer	Hour	\$ 107.85
Engineering Intern	Hour	\$ 82.23
Senior Scientist	Hour	\$ 123.27
Designer	Hour	\$ 99.42
Sr Engineering Technician	Hour	\$ 87.00
Geotechnical Technician	Hour	\$ 63.40
Secretary/Clerical	Hour	\$ 70.21

<b>SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS</b>
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## 1. INSURANCE:

- a) Consultant will provide current Certificate(s) of Insurance in accordance with the insurance requirements listed below.
- b) Within 10 days of **contract award** and prior to commencement of work, Consultant shall email certificate that is compliant with the insurance requirements to [InsuranceCerts@Pinellascounty.org](mailto:InsuranceCerts@Pinellascounty.org). If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that Consultant include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 1.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Consultant and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Consultant to the County at least thirty (30) days prior to the expiration date.
  - (1) Consultant shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Consultant from its insurer. Notice shall be given by certified mail to: **Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756**; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Consultant of this requirement to provide notice.
  - (2) Should the Consultant, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Consultant for such purchase or offset the cost against amounts due to Consultant for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Consultant shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*



<b>SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS</b>
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- (1) All subcontracts between Consultant and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Consultant to the same extent Consultant is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Consultant to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Consultant shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Consultant is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
  - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
  - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
  - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
  - (5) All policies shall be written on a primary, non-contributory basis.
  - (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Consultant is only using employees named on such list to perform work for the County. Should employees not named be utilized by Consultant, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Consultant to be in default and take such other protective measures as necessary.
  - (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Consultant and subcontractor(s).

<b>SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS</b>
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- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

- (2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- (3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Consultant does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Consultant can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$ 1,000,000
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- (4) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Consultant may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract. There shall be no environmental liability exclusion on professional or a separate policy must be carried.

Limits

Each Occurrence or Claim	\$ 1,000,000
General Aggregate	\$ 1,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.