

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: Complete Streets Project – 54th Avenue North from 49th Street North to 34th Street North -
Professional Engineering Services**

RFP CONTRACT NO. 190-0068-NC (PLU)

COUNTY PID NO. 003882A

NON-CONTINUING FIRM: Pennoni Associates Inc.

**PROFESSIONAL ENGINEERING SERVICES NON-CONTINUING SERVICES SAMPLE
AGREEMENT**

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR
Complete Streets Project – 54th Avenue North from 49th Street North to 34th Street North -
Professional Engineering Services**

THIS AGREEMENT, entered into on the 26 day of Oct., 2021, 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, (Pennoni Associates Inc. with offices in (Clearwater), 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 during the construction of 54th Avenue North Roadway Improvements from 49th Street North to 34th Street North in Pinellas County, Florida; and

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 construction documents. The CONSULTANT shall provide the following professional services to prepare construction plans, specifications, and complete applications for and receive all federal, state, and local permits required for construction of the PROJECT. The PROJECT design shall be based on the following data:

All required permits shall be obtained by the engineering consultant. Plans shall be prepared in accordance with Civil 3D Pinellas County Requirements. Exhibit A, Scope of Services is attached.

a) Required Deliverables

- Approved Preliminary Engineering Report
- Civil 3D file (eTransmit) of construction plans and for each transmittal phase. The final plans shall be provided electronically, signed and sealed by a Professional Engineer certified in the State of Florida.
- All technical specifications required for construction of project.

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 DESIGN CONDITIONS

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

2.4.2 All design data, plans, and drawings shall be delivered electronically and or on CD ROM formatted to .DXF or .DWG utilizing Civil 3D 2012 or later; 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 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

2.5.1 The PROJECT shall be designed 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.

2.5.2 The Contractor and Subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. The County will verify the work authorization of the Contractor and Subcontractor. A Contractor and Subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a Contractor enters a contract with a Subcontractor, the Subcontractor must provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor

acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

2.5.3 Supplier acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Supplier shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Supplier fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Supplier of non-compliance. Within 30 days of Supplier's receipt of a non-compliance notice ("Notice"), Supplier and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Supplier:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Supplier to section 15 of this Agreement, "Indemnification."

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SEE EXHIBIT A – SCOPE OF SERVICES.

3.2 BIDDING PHASE

The CONSULTANT shall prepare with the COUNTY'S assistance the necessary bidding information, bidding forms, the conditions of the contract, and the form of agreement between the COUNTY and the Contractor. The CONSULTANT shall also, provide documents electronically (plans and specifications), which shall be signed and sealed by the CONSULTANT as original record sets for the PROJECT. Each sheet in the construction plans print sets shall be signed, sealed and dated. The title sheet only of the specifications shall be signed, sealed, and dated. Additionally, any required addenda shall be signed, sealed, and dated.

3.2.1 The CONSULTANT, following the COUNTY'S review of the Construction Documents and of the latest Statement of Probable Construction Cost, shall be available to assist the COUNTY in obtaining bids, and in preparing and awarding construction contracts for each bid package. The CONSULTANT shall assist conducting pre-bid conferences, and shall prepare a Bid Tabulation spreadsheet following receipt of bids.

3.2.2 If the Advertisement for bids has not commenced within sixty (60) days after the CONSULTANT submits the approved Construction Documents to the COUNTY, any fixed limit of Construction Cost established as a condition of this Agreement shall be adjusted to reflect any change in the general level of prices which may have occurred during that period of time in construction industry. The adjustment shall reflect changes between the date of submission of the Construction Documents to the COUNTY and the date on which the Advertisement for Bids occurred.

3.2.3 The CONSULTANT shall prepare any required addenda to construction plans and specifications on the PROJECT during the bidding phase affecting the CONSULTANT'S plans and specifications. The CONSULTANT shall also provide any addenda during the Construction Phase in sufficient quantity to distribute to all necessary parties as determined by the COUNTY. Addenda material shall be placed in envelopes by the CONSULTANT for mailing by the COUNTY. The CONSULTANT shall also furnish certified mail receipt material and prepare mailing labels. The COUNTY shall mail all addenda.

3.3 CONSTRUCTION PHASE

All contact and/or communication from the CONSULTANT to the Contractor shall be coordinated with the knowledge of the COUNTY.

A. Construction Consultation Services

1. Processing, review, approval and distribution of shop drawings, product data, samples and other submittals required by the Contract Documents.
2. Maintenance of master file of submittals with duplicate for COUNTY.
3. Construction Field Observation Services consisting of visits to the site as frequent as necessary, but not less than once every week, to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents and prepare related reports and communications. Provide written report of each visit. This field observation requirement shall include any sub-consultants at appropriate construction points.
4. Review for comment or approval any and all proposal requests, supplemental drawings and information and change orders.
5. Review for correctness Contractors pay requests for the COUNTY.
6. Prepare, reproduce and distribute supplemental drawings, specifications and interpretations in response to requests for clarification by the Contractor or the COUNTY as required by construction exigencies. Response to any request must be received by the COUNTY within twenty-four (24) hours of request, or the next available working day when the request is prior to a weekend or holiday.
7. Review, upon notice by the Contractor that work is ready for final inspection and acceptance.
8. Notify the COUNTY of any deficiencies found in follow-up reviews.
9. Evaluate all testing results and make recommendations to the COUNTY.
10. Assist in the establishment by the COUNTY of programs of operation and maintenance of the physical plant and equipment.
11. Arrange for and coordinate instructions on operations and maintenance of equipment in conjunction with manufacturer's representatives.
12. Prepare an operation and maintenance manual for the COUNTY'S use.
13. The CONSULTANT shall visit the project as necessary, but at a minimum of three (3) month, six (6) month and upon construction completion in order to certify that the permit conditions have been met satisfactorily. This shall not relieve the CONSULTANT of other needed visits to the project should specific issues arise.
14. Assistance in the training of the facility operation and maintenance personnel in proper operations, schedules, procedures and maintenance inventory.

15. Prepare as-built record drawings, based on information furnished by the Contractors including significant changes in the work made during construction. The CONSULTANT will provide one (1) set of signed and sealed prints and one (1) CADD disk of the as-built record construction documents.
16. Transmit certified as-built record drawings and general data, appropriately identified, to the COUNTY within thirty (30) days following completion of construction.
17. Consult with, and recommend solutions to, the COUNTY during the duration of warranties in connection with inadequate performance of materials, systems, and equipment under warranty.
18. Review facilities or equipment prior to expiration of warranty period(s) to ascertain adequacy of performance, materials, systems and equipment.
19. Document noted defects or deficiencies and assist the COUNTY in preparing instructions to the Contractor for correction of noted defects.
20. The Contractor shall provide the CONSULTANT with all the required project close out material for CONSULTANT'S use in the warranty period services.
21. The Contractor shall have prime responsibility in the warranty period for all services herein. The CONSULTANT shall assist, consult, observe review and document as noted.

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.

3.4.3 The CONSULTANT shall submit to the COUNTY design notes and computations to document the design conclusions reached during the development of the construction plans.

- a. Design notes and computations shall be submitted to the COUNTY with the design development review plans. When the plans are 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 record set of plans and tracings.
- 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.

3.4.4 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.

3.4.5 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.

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

3.4.7 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.

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

3.4.9 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

3.5.1 The CONSULTANT shall prepare all permit applications, data and drawings required for submittal by the COUNTY for approval of local, state and federal agencies.

3.5.2 The CONSULTANT shall, at no additional cost to the COUNTY, make all reasonable and necessary construction plans revisions required to obtain the necessary permit approvals for construction of the PROJECT.

3.5.3 For the purpose of ensuring the timely approval of all permits necessary for the construction of the PROJECT, the CONSULTANT shall schedule the necessary contacts and liaison with all agencies having permit jurisdiction over the PROJECT, and shall furnish, on a timely basis, such plans, data and information as may be necessary to secure approval of the required permits.

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 design.

3.6.2 Drainage investigations and drainage design 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 design, which the COUNTY may have in its possession.
- B. Reproducible 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.
- E. Other Services in Exhibit A.

SECTION 5 PRESENTATIONS, PUBLIC MEETINGS AND TECHNICAL LIAISON

The following services shall be provided to the COUNTY:

5.1 Prior to the commencement of design activities, the COUNTY will conduct with the CONSULTANT a pre-design conference for the purpose of discussing issues relative to the PROJECT, plans 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 PROJECT Conferences with per Exhibit A 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 construction 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.

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 Director of 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 following services shall be considered reimbursable services and may be filled in full upon their completion and acceptance. The CONSULTANT shall provide copies of supporting receipts/invoices/billing documentation. Self-performed reimbursable work 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).

- A. Soil Analysis/Geotechnical Investigations.
- B. Contamination Assessments/Hazardous Material Analysis (if required).
- C. Aerial Photography (if required).
- D. Payment of Permit Fees (if required).
- E. Payment of the Public Information Meeting Advertisements, if required.
- F. Payment of the Court Reporter for public meetings, if required.
- G. Printing and Binding Services.

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, KC Lim, P.E., 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
ClerkFinanceDivisionFixedAssets@co.pinellas.fl.us

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: Thirty Seven Thousand Three Hundred Thirty-Four and 00/100 Dollars (\$37,334.00) for Task 1 – Project Requirements.

A Lump Sum Fee of: Thirty Thousand Six Hundred Twenty-Six and 80/100 Dollars (\$30,626.80) for Task 2 – Public Involvement.

A Lump Sum Fee of: Three Hundred Thirty Six Thousand One Hundred Sixty-Eight and 62/100 Dollars (\$336,168.62) for Task 3 –Engineering Analysis and Considerations.

A Lump Sum Fee of: Fourteen Thousand Six Hundred Sixty-Eight and 50/100 Dollars (\$14,668.50) for Task 4 –Environmental Analyses and Reports.

A Lump Sum Fee of: Nineteen Thousand Eight Hundred Five and 94/100 Dollars (\$19,805.94) for Task 5 – Preliminary Engineering Document

The above fees shall constitute the total not to exceed amount of **Four Hundred Thirty-Eight Thousand Six Hundred Three and 86/100 Dollars (\$438,603.86)** 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.

7.3 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 **One Hundred Thousand and 00/100 Dollars (\$100,000.00)** for all assignments performed.

7.4 Total agreement amount **Five Hundred Thirty Eight Thousand Six Hundred Three and 86/100 Dollars (\$538,603.86)**.

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 design schedule referenced in 2.3 E.

8.3 The CONSULTANT shall not be held responsible for delays in the completion of the PROJECT design 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 CONSULTANT'S 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 subconsultants, 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, subconsultant 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 five (5) 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 Consultant 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 CONSULTANT 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 **three hundred sixty-five (365)** consecutive calendar days 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

CONSULTANT 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. CONSULTANT 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 CONSULTANT 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, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th 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.

Pennoni Associates Inc.:

PINELLAS COUNTY, by and through its
Board of County Commissioners

By: E. Peter Nikolov
Print Name: E. Peter Nikolov, PE
Title: Vice President Date: 9/13/21

By: Dave Egus
Name Date: 10/26/2021
Chairman



ATTEST:
Ken Burke, Clerk of the Circuit Court

By: Jacqueline Caputo
Deputy Clerk Date: 10/26/2021

APPROVAL A
APPROVED AS TO FORM

By: Jacina Parson
By: _____
Office of the County Attorney

Exhibit A

SCOPE OF SERVICES

ENGINEERING CONSULTING SERVICES

Contract No. _____

PRELIMINARY ENGINEERING REPORT (PER) STUDY

For

**COMPLETE STREETS PROJECT - 54TH AVENUE NORTH
FROM 49TH STREET NORTH TO 34TH STREET NORTH**

County PID: 003882A

Prepared for:

**Pinellas County
Public Works CIP Division, Stormwater & Parks Section
14 S. Fort Harrison Avenue
Clearwater, FL 33756**

Prepared by:



**Pennoni Associates Inc.
5755 Rio Vista Drive | Clearwater, FL 33760**

August 25, 2021

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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 Pennoni Associates Inc. (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

I. PROJECT TITLE

Preliminary Engineering Report Phase (PER) Complete Streets Project - 54th Avenue North From 49th Street North To 34th Street North.

II. OBJECTIVE

The overall objective of this proposal is to seek the services for completing a PER for improvements for 54th Avenue North From 49th Street North To 34th Street North. As part of the PER analysis/study described in this scope of services the CONSULTANT will consider the following five factors:

- Alternate Routes and Design concept
- Safety/Utilities
- Environmental
- Costs
- LRTP consistency

III. PROJECT DESCRIPTION

54th Ave North from 49th Street North to 34th Street North is a minor arterial roadway in the Lealman Community Redevelopment Area of unincorporated Pinellas County serving single family residential and commercial properties. The project spans between 49th Street North (minor arterial) and 34th Street North (principal arterial) providing an important connector for regional and local traffic.

The project is split at the CSX railroad crossing into west and east segments. The west segment consists of existing sidewalks, curb and gutter, and four traffic lanes within 100' of right-of-way. The east segment consists of existing sidewalks, curb and gutter, and five traffic lanes within 60' of right-of-way. Pinellas County Planning Department recently completed a Complete Streets Concept Plan (June 2018) which reviewed the extensive 5-year crash history along the corridor, performed community outreach, included traffic analysis, and alternative options for each segment. In addition to the 54th Ave North concept study, the Planning Department also developed a "Linking Lealman Action Plan" (March 2019). Both documents and traffic data are available as part of this RFP.

The overall objective is to address safety concerns and complete streets needs for the Lealman community for the 54th Avenue North from 49th Street North to 34th Street North. Prepare a preliminary engineering report (PER) with option for final design of the improvements that will include plans, specifications, supporting engineering analysis, calculations and other technical documents.

The PER Study will document information necessary for the COUNTY to reach a decision on the preferred alternative that will meet the goals of the project.

IV. SCOPE OF WORK

PRELIMINARY ENGINEERING REPORT (PER)

The CONSULTANT will coordinate and perform the appropriate level of engineering analysis for a PER depicting the proposed 54th Avenue improvements including geometric alternatives, traffic analysis, drainage, environmental, utility impacts, right-of-way impacts, safety and construction cost.

The CONSULTANT will develop and implement a QA/QC plan. This plan outlines the quality process and assures clear assignments of responsibilities to Pennoni project team members. Quality control measures will be applied for work products related to this project including preparation of plans for phase submittals, reports, comments, meetings and other related items. Documents will be checked for conformance with standard design criteria, legibility, completeness, mathematical accuracy and printing/plotting accuracy. The Quality Control Review will include checking and back checking processes prior to submittal or publishing of a document. Drawings, hand calculations, computer generated calculations, specifications, quantities, cost estimates, permits, studies and reports are subject to these procedures. The QC documents will be provided as a deliverable to the County with each phase and work product.

TASK 1 PROJECT REQUIREMENTS

The CONSULTANT will conduct the appropriate level of engineering and environmental analyses related to project objectives.

A. Technical Meetings and Other

Led by the COUNTY 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 will prepare a project schedule in Microsoft Project or Excel Spreadsheet.

The CONSULTANT will attend technical meetings as outlined below. The CONSULTANT will prepare, and submit to the COUNTY's Project Manager for review, the meeting minutes for meetings attended by them. The meeting minutes are due within five (5) working days of attending the meeting.

- Kickoff Meeting (1)
- Typical Sections, Concepts and Alternatives (2)
- Linear Pond Systems and Drainage (1)
- Drainage for Alternatives (1)
- Water Management District and Environmental Combined (1)
- FDOT (1)
- Right-of-Way (1)
- Traffic Methodology, Design and Analysis Combined (1)
- Progress Meetings (4)
- PER Phase Review Meetings (2)

B. Contract Management

The CONSULTANT is responsible for maintaining Project files, including copies of submittals and underlying data, calculations, information and supporting project documentation. The CONSULTANT will prepare monthly progress reports and schedule updates. Assumes 12-month schedule for PER.

C. Services to Be Performed by the County

When available, the COUNTY may provide project data including:

- Access for the CONSULTANT to utilize the COUNTY's Information Technology Resources.
- Available traffic and planning data.
- Available utilities information.
- Future development plans information.
- Other project related documents.
- Phase reviews of plans and engineering documents.
- Other items not included in the scope of services.

TASK 2 PUBLIC INVOLVEMENT

Public involvement includes communicating to and receiving input from interested and affected persons, groups, business owners, and government organizations regarding the development of the project. The County will provide translation services for written project materials as deemed necessary.

- A. Public Involvement Plan and Data Collection – N/A or by COUNTY**
- B. Create and Update Content for County Website – N/A or by COUNTY**
- C. Project Kick-Off Newsletter – N/A or by COUNTY**
- D. Presentations to Pinellas County Board of County Commissioner - N/A or by COUNTY**
- E. Coordination with Forward Pinellas Board and Advisory Committees – N/A or by COUNTY**
- F. Project Information Meeting**

The CONSULTANT will assist the County in scheduling and conducting one (1) project information meeting. The purpose of this meeting is present the selected alternative and solicit public input. Meeting could be “in-person” meetings or “on-line” meetings depending on circumstances.

The CONSULTANT will prepare and/or be responsible for the following:

- PowerPoint Presentation
- Graphics/Exhibits for display
- Meeting rehearsal
- Meeting participation

The COUNTY will prepare and/or be responsible for the following:

- Agenda
- Handouts
- Meeting equipment set-up and tear down
- 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 County will pay for postage.)
- News releases or project fact sheets
- Website developed to include all material shared at Community Meetings so individuals unable to attend in person can participate online
- Response letters for public comments
- Meeting notes

The CONSULTANT will participate in rehearsal or briefing meeting with the County staff related to the meeting.

The CONSULTANT will attend the meeting with two (2) personnel with appropriate technical expertise (based on project issues) as authorized by the County Project Manager. The SUBCONSULTANT Valerin will also attend the meeting with one (1) personnel.

G. Other Stakeholder Meetings - N/A or by COUNTY

H. Public Involvement Documentation

The CONSULTANT will document public involvement activities attended by the CONSULTANT for the project. Information may include mailing lists, meeting materials, exhibits, comments and responses, as well as meeting summaries. The SUBCONSULTANT Valerin will also provide support with the documentation.

I. Additional Public Involvement Requirements - N/A or by COUNTY

TASK 3 ENGINEERING ANALYSES AND CONSIDERATIONS

The CONSULTANT will perform engineering activities essential to developing and evaluating Project alternatives. 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 as specified in the scope to supplement existing data and use such data to evaluate the conceptual design alternatives 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 and input received through the public involvement process.

The CONSULTANT will 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 approve a proposed design concept to advance to the Design Phase.

A. Review of Previous Planning Studies

The CONSULTANT will review previous planning studies and other studies that are related to this Project and appropriately incorporate their results in the analysis of the Project.

B. Existing Conditions Analysis

The CONSULTANT will conduct field observations to review existing field conditions, review desktop data, 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, operational features, access features, right of way requirements, and other data applicable to modes of transportation, including pedestrians, bicyclists, public transit and trucking.

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.

- C. Survey (Provided by County)**
- D. Geotechnical (To be done at Final Design)**
- E. Traffic Analysis**

The SUBCONSULTANT Kimley Horn will review existing traffic data from planning studies to carry out traffic analysis for this Project and determine whether additional data may be needed. The CONSULTANT will collect additional data for the Study Area if the data gaps are identified. The CONSULTANT will review the previously completed Lealman Area and traffic reports.

(a) Traffic Analysis Methodology

The SUBCONSULTANT Kimley Horn will develop methodology that will be used to performed traffic analysis for the project The Methodology will include an approach to evaluate safety performance of the alternatives.

The SUBCONSULTANT Kimley Horn will prepare a forecast and analysis methodology which will be agreed upon by the COUNTY prior to beginning any analysis. The methodology will state the type of documentation, Project Study Area to be analyzed, and method and assumptions that will be used to analyze existing and future traffic conditions.

Capacity analysis will be based on the latest Highway Capacity Manual procedures. Use appropriate traffic analysis software for this Project. A microscopic simulation approach is not anticipated.

The AASHTO HSM will be used to evaluate safety performance of the project alternatives.

The SUBCONSULTANT Kimley Horn must submit traffic analysis files for assumptions, inputs, outputs, network data, calculations, and results to the COUNTY.

(b) Traffic Counts

The SUBCONSULTANT Kimley Horn will collect data for the corridor. This activity consists of collecting information relative to engineering and traffic concerns. The information will include data necessary to perform an adequate evaluation of the corridor including:

- AADT, Truck Traffic, Posted Speeds, Peak Values (K Factors), Direction Split (D Values).
- Pedestrian, ADA and sidewalk needs and connectivity.
- Transit facilities and connectivity to multimodal facilities.
- Existing bicycle facilities and needs.
- Upcoming local or state projects which could impact the recommended improvements.

The SUBCONSULTANT Kimley Horn will review and document existing conditions.

Following the procedure in Chapter 4 of the MUTS, the SUBCONSULTANT BES will collect 72-hour traffic machine counts (approach volumes and departure volumes) at 15-minute increments with hourly totals, at the following intersections:

- 54th Avenue and 49th Street (weekday and weekend)
- 54th Avenue and 40th Street (weekday and weekend)
- 54th Avenue and 37th Street (weekday and weekend)
- 54th Avenue and 34th Street (weekday and weekend)

Typically, portable machine counts will be collected on a weekday starting at midnight, on a Tuesday, Wednesday, or Thursday unless otherwise directed by the COUNTY Project Manager.

Based on an analysis of the 72-hour machine counts, and evaluation of current and future development trends (traffic generators), the SUBCONSULTANT BES will determine the hours for manual vehicle turning movement counts (a.m. peak and p.m. peak).

The SUBCONSULTANT BES will collect 4-hour manual turning movement counts, at 15-minute increments with hourly totals, at the approaches to the intersections. Typically, turning movement counts will be collected on a weekday on a Tuesday, Wednesday, or Thursday having fair weather. Manual turning movements for heavy vehicles will be counted separately.

Traffic turning movement counts will be taken at the following intersections:

- 54th Avenue and 49th Street
- 54th Avenue and 48th Street
- 54th Avenue and 45th Street
- 54th Avenue and 40th Street
- 54th Avenue and 37th Street
- 54th Avenue and 34th Street

To support the diversion analysis, the SUBCONSULTANT BES will collect 4-hour manual turning movement counts, at 15-minute increments with hourly totals, at the approaches to the intersections. Typically, turning movement counts will be collected on a weekday on a Tuesday, Wednesday, or Thursday having fair weather. Manual turning movements for heavy vehicles will be counted separately.

Traffic turning movement counts will be taken at the following intersections:

- Up to 10 Intersections to be determined to support the diversion analysis.

The SUBCONSULTANT Kimley Horn will review the data collected as a part of this task against previously collected data (Pre-COVID-19) and make a recommendation to the COUNTY as to the data to be used for the analysis.

(c) Pedestrian, Bicycle, and Other Multimodal Data

The SUBCONSULTANT Kimley Horn will conduct manual pedestrian and bicycle counts at the locations of the vehicle turning movement counts. The pedestrian and bicyclist counts will be conducted simultaneously with the manual turning movement counts by 15-minute increments. Days for the counts will be agreed upon in advance by the CONSULTANT and the COUNTY.

(d) Existing Traffic Operational Analysis

The SUBCONSULTANT Kimley Horn will conduct existing (base year) traffic operational analysis utilizing SYNCHRO and report the operational performance measures as agreed upon in the analysis methodology. The analysis will include bicycle, pedestrian, and transit (if applicable) operations. The manual count data will be used to obtain the existing design hourly volumes using historical and seasonal adjustments as appropriate. The adjustment factors will be as published by FDOT for day week, week, month, and seasonal.

The Synchro models will include the following signalized intersections:

- 54th Avenue and 49th Street
- 54th Avenue and 40th Street
- 54th Avenue and 34th Street

(e) Future Demand Forecasting

The SUBCONSULTANT Kimley Horn will collect data and coordinate with local stakeholders, Forward Pinellas, and FDOT where appropriate to complete the following:

- Obtain current FDOT District 7 travel demand forecasting model (Tampa Bay Regional Planning Model (TBRPM) and confirm with the Pinellas County Project Manager the version which will be used to complete the network alternatives evaluation.
- Review of the existing future land use plans, approved development (as provided by the local governments, and forecast socioeconomic data in the TBRPM. The consultant will review the current socioeconomic data and make recommendations for potential modification. This effort will be limited to the study area.
- Review of programmed/funded capacity or operational improvements identified by the local agencies and Pinellas County that may not be included in the TBRPM
- Review the subarea validation results of the 2015 Validation Network and recommend volume adjustment procedures to address subsequent 2045 alternative forecast. These adjusted forecast volume adjustments will address differences between the observed validation year traffic counts and the validation year model estimate to forecast volumes that are credible.

No-Build Volumes: The SUBCONSULTANT Kimley Horn will develop opening year and design year design hourly volumes for the No-Build Alternative. The need for interim year analysis will be determined in the traffic analysis methodology.

Build Alternatives Volumes: The SUBCONSULTANT Kimley Horn will develop opening year and design year design hour volumes only for viable or feasible Build Alternatives. The CONSULTANT will make sure the future year turning movement volumes are balanced at each intersection.

Design Traffic Volumes

The SUBCONSULTANT Kimley Horn will develop K, D, and T factors and traffic projections to be used to evaluate intersection alternatives.

The SUBCONSULTANT Kimley Horn will prepare Annual Average Daily Traffic (AADT) and Design Hour Volumes (DHV) for a.m. and p.m. in schematic form for the following years:

- Existing Year (2020)
- Interim Year (2035)
- Future Year (2045)

Design traffic volumes will be prepared, and traffic projections will be considered during the development of improvement alternatives.

(f) No Build Analysis

The SUBCONSULTANT Kimley Horn will utilize SYNCHRO to analyze the operational performance of the No Build Alternative for the analysis years to identify deficiencies related to the purpose and need for the project. The CONSULTANT will evaluate the operational effectiveness of the No Build Alternative using agreed upon performance measures of effectiveness (MOEs). The analysis will include multimodal evaluation for pedestrian, bicycle, freight, and transit modes, as appropriate.

(g) Development and Screening of Alternatives

The SUBCONSULTANT Kimley Horn will identify, develop, assess, and screen preliminary potential Project alternatives that would meet the purpose and need for this Project. Development of alternatives will consider previously completed planning products.

The following alternatives will be screened and evaluated:

- West segment: No Build
- West Segment: Add Median, Mid-block Crossing and Widen Sidewalks

- East Segment: No Build
- East Segment: Road Diet, Sidewalk and Trail
- East Segment: Widening, Sidewalk and Trail
- East Segment: Contraflow, 2-Lanes in One Direction and Sidewalks

Roundabout evaluations will be conducted for the following intersections:

- 54th Avenue and 43rd Street
- 54th Avenue and 40th Street
- 54th Avenue and 37th Street

The SUBCONSULTANT Kimley Horn will present to COUNTY staff its preliminary findings from the data collection and traffic studies at a preliminary findings and alternatives meeting.

(h) Operational Evaluation of Build Alternatives

The SUBCONSULTANT Kimley Horn will analyze the operational performance of viable or feasible alternative(s) utilizing SYNCHRO and/or SIDRA for opening and design years and any interim years as appropriate. The analysis will include multimodal evaluation for pedestrian, bicycle, and transit modes as appropriate. The analysis will also include evaluation of access management in relation to traffic safety and operational efficiency within the Study Area. The CONSULTANT will evaluate the operational effectiveness of Build Alternatives using agreed upon performance MOEs.

(i) Diversion Analysis (Services to be provided for in 62nd Avenue PER Study)

The SUBCONSULTANT Kimley Horn will prepare analysis to assist in the development of traffic forecast assuming potential lane reductions on 54th Avenue. This analysis will be used to guide the adjustment of traffic volumes for the evaluation of the alternatives and to forecast volumes for intersections impacted by potential diversion of traffic. This evaluation will make use of StreetLight data evaluation techniques. The CONSULTANT will create zones (up to 50) to evaluate the diversion of traffic on 54th Avenue. The evaluation will include AM and PM peak periods. The CONSULTANT will document the results of the analysis in maps and tables.

(j) Project Traffic Analysis Report

The SUBCONSULTANT Kimley Horn will prepare the Project Traffic Analysis Report (PTAR) to document development of design traffic volumes and results of the traffic analysis for No-Build and Build Alternatives, which includes the transit, bicycle, and pedestrian analysis. The results will be shown on diagrams for each alternative and discussed in the report. The PTAR will also summarize the comparison of the operational and safety performance of alternatives evaluated in detail and how they perform against each other.

F. Safety

(a) Crash Data

The SUBCONSULTANT Kimley Horn will obtain crash data for the most recent three (3) years where data is available. The CONSULTANT will summarize the data by year in tabular form including the following:

- Number of crashes – type, location, etc.
- Number of fatalities
- Number of injuries
- Property damage – cost (if available)
- Economic loss – cost (if available)

(b) Safety Analysis

Based on the information obtained from the crash data, the SUBCONSULTANT Kimley Horn will identify project safety needs associated with the existing and future conditions. The CONSULTANT will use the Highway Safety Manual (HSM) procedures to estimate the safety performance of the Project alternatives.

(c) Documentation of Safety Analysis

The SUBCONSULTANT Kimley Horn will document the results of the safety analysis in the Project Traffic Analysis Report.

G. Utilities

The CONSULTANT will obtain information regarding existing and proposed utilities within the project limits and analysis impacts for the project alternatives. Assumes 14 utilities.

(a) Preliminary Utilities Coordination

The CONSULTANT will request a Sunshine One Call design ticket, determine the list of Public and Private Utilities within the project area, and identify general locations to assist in determining impacts for the project alternatives.

The utilities designation will be completed and provided by the COUNTY.

The COUNTY will send out the plans to the utility companies for their markups and utility information.

(b) Railroads

The COUNTY will address impacts to the recently improved railroad crossing for the alternatives and required coordination with CSX.

H. Roadway Analysis

(a) Design Controls and Criteria

The CONSULTANT will prepare design controls and criteria for developing Project alternatives and designing initial geometrics and other roadway elements in accordance with County and FDOT standards.

(b) Typical Section Analysis

The CONSULTANT will analyze/develop conceptual typical sections for the Project alternatives which address transportation needs and context. Development of typical sections will consider Context Sensitive Solutions and Complete Streets approaches and the needs of Project users. The CONSULTANT will consider up to four typical sections for project. The CONSULTANT will perform a preliminary right of way cost estimate based on the typical sections.

(c) Geometric Design

The CONSULTANT will perform geometric design analysis 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 consider alternate alignments and establish both preliminary vertical profile and horizontal alignments of the mainline. The design of Project alternatives will consider environmental constraints, physical constraints, Context Sensitive Solutions, Complete Streets, speed management, and any additional information, as required.

For each alternative evaluated in detail, the CONSULTANT will 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.

(d) Intersections Evaluation

The CONSULTANT will propose appropriate intersection control based on the results of project traffic analysis to establish the overall roadway footprint: The CONSULTANT will consider alternate intersections types including signalized, roundabout, and other appropriate type. The results will be included in a comparison matrix. The following intersections are included:

- 49th Street and 54th Avenue
- 45th Street/Lown Street and 54th Avenue
- Main Street/43rd Street and 54th Avenue
- 42nd Street/41st Way and 54th Avenue
- 40th Street and 54th Avenue
- 39th Street and 54th Avenue
- 37th Street and 54th Avenue
- 35th Street and 54th Avenue
- 34th Street and 54th Avenue

The CONSULTANT will perform a roundabout evaluation at the intersections listed below. The roundabout evaluation will include evaluation of operation and geometrics with respect to safety, design year traffic, access management, physical and right of way constraints, design vehicle, posted speed limit, school buses, and transit operations.

Roundabout evaluations will be conducted for the following intersections:

- 54th Avenue and 43rd Street
- 54th Avenue and 40th Street
- 54th Avenue and 37th Street

The CONSULTANT will develop intersection concepts/layouts based on the results of traffic operational analysis. The layouts will include turn lanes, auxiliary lanes, storage lengths, and other geometric details. The CONSULTANT will document the intersection evaluations in a Technical Memorandum. The evaluation will include a level of safety service to identify the best risk value for treatments for crashes, fatalities, and severe injuries for road users.

(e) Multimodal Accommodations – N/A

(f) Maintenance of Traffic

The CONSULTANT will evaluate alternatives for constructability and the ability to maintain traffic during construction.

(g) Lighting

The CONSULTANT will review existing lighting report to be provided by the COUNTY and review impacts related to the project alternatives.

(h) Identify Construction Segments

The CONSULTANT will review project construction staging and construction sequencing.

I. Drainage

The CONSULTANT will perform preliminary drainage analysis for the Project Alternatives. The CONSULTANT will incorporate/consider the other related report findings into the PER.

(a) Floodplain and Environmental Permit Data Collection

The CONSULTANT will review/gather floodplain data from the Joe's Creek Watershed and FEMA Flood Insurance Rate Maps, and other drainage related data needed to obtain permits from relevant sources including local government, local agencies, and regulatory agencies.

The Pinellas County floodplains, as identified by the County's Joe's Creek Watershed Study will be used for analysis of any floodplain impacts during final design. The CONSULTANT will obtain from the County a copy of the PC Joe's Creek Watershed model in ICPR4. This model will be used during the design phase as the basis for evaluation of any impacts that the proposed project may cause to the existing floodplain storage volume, to causing a rise in channel water surface elevation, or increases in discharge rates.

(b) Drainage Analysis

The CONSULTANT will perform drainage analysis by delineating the basin boundaries by using LiDAR information, existing survey data, and field observations. The CONSULTANT will analyze and determine high water elevations in each basin and use the information for roadway profiles and pavement design during final design.

Drainage analysis will also include checking the capacity and structural adequacy of existing storm drains and identifying the recommended conceptual drainage design for the Project in accordance with Pinellas County stormwater levels of service.

CONSULTANT will obtain from the County stormwater asset information and records of any roadway drainage problems within the project area.

(c) Floodplain Compensation Analysis

For each roadway alternative, the CONSULTANT will determine base floodplain elevations and estimate encroachments and appropriate compensation provisions, including incorporating floodplain compensation site requirements.

For the final design phase, excavated volume compensation will be provided for any loss of floodplain storage volume by the project. If contiguous compensatory volume cannot be provided during the final design phase, other compensatory approaches will be demonstrated by using the full PC Joe's Creek Watershed model. This would constitute a revision to the watershed model which will need to be peer reviewed by a third-party consultant for accuracy prior to being accepted as project product.

(d) Stormwater Management Analysis

The CONSULTANT will calculate the stormwater quality and attenuation requirements and estimate the stormwater management facility needs for each roadway alternative. ICPR4, spreadsheets or similar software may be used as needed for the stormwater analysis for the 10-year, 25-year and 100-year storm events.

(e) Drainage Design

The CONSULTANT will prepare the preliminary drainage design layouts for the different typical section alternatives.

(f) Drainage Map Hydrology

Accurately delineate drainage basin boundaries to be used in defining the system hydrology. Basin delineation will incorporate existing survey and/or LiDAR and will be supplemented, as necessary, with other appropriate data sources (such as permitted site plans) and field observations. Basin delineations will also include any existing collection systems in a logical manner to aid in the development of the hydraulic model for final design.

(g) Sea Level Rise Analysis

Perform a preliminary sea level rise impact analysis for proposed project impacts.

(h) Conceptual Drainage Design

Prepare a conceptual drainage design for the preferred alternative. The required services include the establishment of locations for outfalls and for a conceptual design of stormwater treatment and attenuation which will comply with rules of the Florida Department of Environmental Protection, Southwest Florida Water Management District and Pinellas County Stormwater Manual. The CONSULTANT will supply backup data for to support the conceptual design.

J. Landscaping Analysis

The CONSULTANT will prepare guidelines for suggested landscape concepts for the alternatives. No landscape cross-sections or landscape conceptual design is included in this work. The suggested guidelines will be based on information gathered during site analysis. No representative cross-sections will be prepared.

K. Construction and Right Of Way Cost Estimates

(a) Construction Cost Estimates

The CONSULTANT will prepare probable construction cost estimates for each alternative and update the probable construction cost estimates for the draft and final PER submittals.

(b) Preliminary Right of Way Cost Estimates

Based on typical section analysis, 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 of drainage features, the transportation management plan, 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 additional right of way that is required for each alternative.

The CONSULTANT will coordinate with the COUNTY's Real Estate staff 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.

The CONSULTANT will jointly meet with the COUNTY staff prior to the development of preliminary right of way cost estimates. The purpose of the meeting is to jointly review the proposed design parameters, the proposed alternative alignments to identify those alternatives for which preliminary right of way cost estimates will be developed. The goal is to evaluate the alternatives necessary to comply with PER requirements and to satisfy the evaluation needed for eminent domain considerations for each alternative.

L. Alternatives Evaluation

(a) Comparative Alternatives Evaluation

The CONSULTANT will establish evaluation criteria for 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 for the PER. The matrix will include the performance of the No Build Alternative as the baseline for comparison.

The following alternatives will be screened and evaluated:

- West segment: No Build
- West Segment: Add Median, Mid-block Crossing and Widen Sidewalks
- East Segment: No Build

- East Segment: Road Diet, Sidewalk and Trail
- East Segment: Widening, Sidewalk and Trail
- East Segment: Contraflow, 2-Lanes in One Direction and Sidewalks

For any property identified for acquisition, produce the Five Factors to determine Reasonable Necessity:

- Alternative Alignments
- Costs
- Safety
- Environmental Impacts
- Long Range Planning

(b) Selection of Recommended Alternative

The CONSULTANT will coordinate with the COUNTY regarding the alternative analysis and matrix analysis. The COUNTY will select a recommended alternative based on review and analysis of engineering, environmental, and public involvement issues related to this Project.

M. Concept Plans for Alternatives

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

The CONSULTANT will download the most recent version of the County's AutoCAD Civil 3D Kit to prepare the 30% Design plans for the recommended alternative. The plans will include the following elements:

(a) Base Map

Topographic survey or aerial photography will be used as a basis for plotting various data necessary for engineering and environmental analysis, alternative alignments and design studies, and the development of the conceptual design. Reproduction and scales will be as follows:

- Drainage maps 1" =200'
- Plan/alternate sheets 1" =40'
- Right-of-way maps 1" =40' (By County)

(b) Alternatives Concept Plans

The CONSULTANT will prepare and overlay the alternative concept plans on the base map or survey. The concept plans will show line & grade, right-of-way lines (existing and proposed), roadway elements, utilities, driveways, intersections, sidewalks, railroad, culverts, tree impacts and other features. Concept plans will include:

- Key sheet
- Drainage maps
- Typical Sections
- Project Layout sheet
- Plan-Profile sheets (Line & Grade)
- Cross sections at 100-foot intervals

(c) Preferred Alternative (30% Plans) - N/A

(d) Typical Sections

The CONSULTANT will prepare the typical sections for the alternatives.

(e) Design Exceptions and Variations

The CONSULTANT will identify design exceptions and variations that may be required.

N. Engineering Analysis Documentation – N/A

TASK 4 ENVIRONMENTAL ANALYSES AND REPORTS

Tasks described within this section direct work efforts applicable to the environmental analysis and documentation for this Project.

A. Human Environmental – N/A or by COUNTY

- (a) Community Facilities – N/A
- (b) Impacts to Low Income, Minority, and Transit Dependent Populations – N/A
- (c) Land Use Changes – N/A
- (d) Mobility and Accessibility – N/A

B. Cultural Resources – N/A or by COUNTY

C. Natural Resources

The CONSULTANT will assess and summarize each of the natural resource issues in the PER.

- (a) Surface Waters and Wetlands

The CONSULTANT will review preliminary impacts to surface waters and wetlands for the alternatives in accordance with Southwest Florida Water Management District (SWFWMD) requirements.

- (b) Identify Permit Needs

The CONSULTANT will identify permits required for the project based on the alternatives and their impacts.

- (c) Contamination

The SUBCONSULTANT Tierra will gather data, review data, and investigate contamination issues within the limits of the project and identify potentially contaminated sites.

The SUBCONSULTANT Tierra will document data reviewed, findings, risk rating of potential contamination sites, and recommendation for additional assessment actions in the Contamination Screening Evaluation Report.

TASK 5 PRELIMINARY ENGINEERING REPORT DOCUMENT

The CONSULTANT will prepare the PER and attachments for the project. The PER will contain the findings for the elements discussed in the Scope of Services and includes County review and revisions.

TASK 6 CONTINGENCY SERVICES

When authorized in writing by the COUNTY, the CONSULTANT will furnish services resulting from unforeseen circumstances not anticipated under Basic Services due to minor changes in the PROJECT scope. The services will not exceed the amount of \$100,000.

TASK 7 ADDITIONAL SERVICES

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

V. COMPENSATION

CONSULTANT'S services will commence upon receipt of written notice to proceed issued by COUNTY. For the above-described SCOPE OF SERVICES, the COUNTY will compensate the ENGINEER as detailed below:

Task Description	Fee Estimate	Fee Type
Task 1 Project Requirements	\$37,334.00	LS
Task 2 Public Involvement	\$27,820.80	LS
Task 3 Engineering Analyses and Considerations	\$169,949.62	LS
Task 4 Environmental Analyses and Reports	\$2,335.50	LS
Task 5 Preliminary Engineering Document	\$19,805.94	LS
Subtotal	\$257,245.86	
Traffic and Safety Kimley Horn Subconsultant (Task 3)	\$150,611.00	LS
Traffic Counts BES Subconsultant (Task 3)	\$6,008.00	LS
Street Light Data Expense (Task 3)	\$9,600.00	LS
Contamination Tierra Subconsultant (Task 4)	\$12,333.00	LS
Public Involvement Valerin Subconsultant (Task 2)	\$2,806.00	LS
Task 6 – Contingency Services	\$100,000.00	
Subtotal	\$281,358.00	
Grand Total	\$538,603.86	

LS – Lump Sum

Final Design is not included in this scope of services. Upon completion of PER and Concept Plans, the COUNTY will decide whether to proceed to the final design phase. If the COUNTY determined that the project will not be built, the consultant services will be considered completed and the project closed. No further charges will be made to the project at that time.

The project design will be developed using Pinellas County Kit for AutoCAD Civil 3D software and utilizing Pinellas County current CADD standards for Survey and Civil Engineering.

VI. SCHEDULE

Within ten (10) days after the Notice to Proceed, CONSULTANT will submit to the COUNTY a project schedule showing milestones and deadlines. Periodically, throughout the life of the project, the schedule may be reviewed and adjusted as necessary to incorporate progress to date.

CONSULTANT'S services will commence upon receipt of written notice to proceed issued by the COUNTY. The CONSULTANT will complete the project tasks in accordance with the following schedule:

Milestones	Schedule Duration
PER Alternatives, Layouts and Public Outreach	265 Calendar Days
Selection of Preferred Alternative and Public Outreach	285 Calendar Days
Draft PER & 30% Plans for Preferred Alternative	325 Calendar Days
Finalize PER & 30% Plans for Preferred Alternative	365 Calendar Days

The schedule assumes twenty (20) calendar days for COUNTY PPT and QA/QC review at each phase. Any other delays beyond CONSULTANT'S control will be documented in writing by CONSULTANT and submitted to COUNTY for consideration to grant a schedule time extension.

CONSULTANT will continue its work during the review periods. CONSULTANT will respond to the COUNTY'S PPT and QA/QC design review comments in writing and by making corresponding revisions within twenty (20) calendar days from the time comments are received.

END OF SCOPE

**Staff Hours and Fees
Pennoni
(Backup Data)**

54th Avenue Complete Streets Project

ESTIMATE OF WORK EFFORT AND COST (EXHIBIT B)

Name of Project: 54th Avenue North Complete Streets Project
 Client: Pinellas County

Consultant Name: Pennoni
 Date: 8/25/2021

Project Task	Hours From "SH Summary - Firm"	Project Manager 2	Senior Engineer	Engineer 2	Engineer 1	Chief Designer	Designer	Engineering Intern	-	-	-	-	-	Hours	Fee	Average
														By Activity	Cost By Activity	Rate Per Task
		\$220.00	\$220.00	\$184.00	\$138.00	\$165.00	\$135.00	\$103.00								
Task 1 Project Requirements	220.00	33.00	22.00	44.00	55.00	33.00	22.00	11.00						220.00	\$37,334.00	\$170
Task 2 Public Involvement	168.00	16.80	16.80	33.60	50.40	25.20	16.80	8.40						168.00	\$27,820.80	\$166
Task 3 Eng Analysis & Considerations	1,069.00	85.52	85.52	106.90	277.94	224.49	235.18	53.45						1,069.00	\$169,949.62	\$159
Task 4 Environmental Analysis & Reports	15.00	0.75		3.00	3.75	3.75	3.00	0.75						15.00	\$2,335.50	\$156
Task 5 Prel Engineering Report Document	126.00	6.30	6.30	30.24	26.46	18.90	25.20	12.60						126.00	\$19,805.94	\$157
Total Staff Hours	1,598.00	142.37	130.62	217.74	413.55	305.34	302.18	86.20						1,598.00		
Total Staff Cost		\$31,321.40	\$28,736.40	\$40,064.16	\$57,069.90	\$50,381.10	\$40,794.30	\$8,878.60							\$257,245.86	\$160.98

Subtotal Labor:	\$257,245.86
Expenses:	
Subtotal:	\$257,245.86
Traffic and Safety Kimley Horn Subconsultant (Task 3)	\$150,611.00
Traffic Counts BES Subconsultant (Task 3)	\$6,008.00
Street Light Data Expense (Task 3)	\$9,600.00
Contamination Tierra Subconsultant (Task 4)	\$12,333.00
Public Involvement Valerin Subconsultant (Task 2)	\$2,806.00
Task 6 Contingency Services	\$100,000.00
Subtotal:	\$281,358.00
GRAND TOTAL ESTIMATED FEE:	\$538,603.86

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Project Name: 54th Avenue North Complete Streets Project

Date: 8/25/2021

Name of Consultant: Pennoni

WORK ACTIVITY	Hours from "Summary" sheet Firm Total Hours	EMPLOYEE CLASSIFICATION											TOTAL STAFF HOURS		ON CADD PERCENT	
		Project Manager 2	Senior Engineer	Engineer 2	Engineer 1	Chief Designer	Designer	Engineering Intern	-	-	-	-	-	RANGE		
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		Hours
Task 1 Project Requirements	220.00	33.00	22.00	44.00	55.00	33.00	22.00	11.00	0.00	0.00	0.00	0.00	0.00	220.00	242.00	
Task 2 Public Involvement	168.00	16.80	16.80	33.60	50.40	25.20	16.80	8.40	0.00	0.00	0.00	0.00	0.00	168.00	185.00	
Task 3 Eng Analysis & Considerations	1069.00	85.52	85.52	106.90	277.94	224.49	235.18	53.45	0.00	0.00	0.00	0.00	0.00	1069.00	1176.00	
Task 4 Environmental Analysis & Reports	15.00	0.75	0.00	3.00	3.75	3.75	3.00	0.75	0.00	0.00	0.00	0.00	0.00	15.00	17.00	
Task 5 Prel Engineering Report Document	126.00	6.30	6.30	30.24	26.46	18.90	25.20	12.60	0.00	0.00	0.00	0.00	0.00	126.00	139.00	
TOTALS	1598.00	142.37	130.62	217.74	413.55	305.34	302.18	86.20	0.00	0.00	0.00	0.00	0.00	1598.00	1759.00	
FIRM TOTAL														1,598.00	1,759.00	

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Project Name: 54th Avenue North Complete Streets Project

Date: 8/25/2021

Name of Consultant: Pennoni

Staff Hour Distribution Percentages - Firm Total															
WORK ACTIVITY	Hours from "Summary" sheet Firm Total	Project Manager 2	Senior Engineer	Engineer 2	Engineer 1	Chief Designer	Designer	Engineering Intern	-	-	-	-	-	-	Total
Task 1 Project Requirements	220.00	15.0%	10.0%	20.0%	25.0%	15.0%	10.0%	5.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
Task 2 Public Involvement	168.00	10.0%	10.0%	20.0%	30.0%	15.0%	10.0%	5.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
Task 3 Eng Analysis & Considerations	1069.00	8.0%	8.0%	10.0%	26.0%	21.0%	22.0%	5.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
Task 4 Environmental Analysis & Reports	15.00	5.0%	0.0%	20.0%	25.0%	25.0%	20.0%	5.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
Task 5 Prel Engineering Report Document	126.00	5.0%	5.0%	24.0%	21.0%	15.0%	20.0%	10.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%

Task 1 Project Requirements

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
A	Technical Meetings and Other					
	Schedule	EA	1	0	0	Prepare and develop schedule - Included in PM Contract Maintenance
	Meetings and Presentations	EA	1	152	152	see table below
				Subtotal	152	
B	Contract Management	EA	1	68	68	20 hrs initial setup + 4 hrs/mo x18 mo for progress reports and file maintenance (PER)
				Subtotal	220	
	Quality Assurance / Quality Control	LS	%	0%	0	
				TOTAL HOURS	220	
Meetings		Units	No of Units	Hours/ Unit	Total Hours	Comments
Kick-Off	Kick Off	EA	1	12	12	4 staff x 3hrs
Roadway	Typical Section, Concepts and Alternatives	EA	2	6	12	2 staff x 3hrs
	Access Management	EA	1	0	0	
	Concepts	EA	1	0	0	
Drainage	Linear and Offsite Pond Systems	EA	1	6	6	2 staff x 3hrs
	Drainage for Roadway/Culvert (Alternatives)	EA	1	6	6	2 staff x 3hrs
	Agency (FDOT, SWFWMD)	EA	1	0	0	
Structures	Structures for Culvert Crossing and Walls	EA	1	0	0	
	WMD	EA	1	9	9	3 staff x 3 hrs
	NMFS	EA	1	0	0	
	USACE	EA	1	0	0	
	USCG	EA	1	0	0	
	USFWS	EA	1	0	0	

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
Env / Other	NPS	EA	1	0	0	
	SHPO	EA	1	0	0	
	USFS	EA	1	0	0	
	FFWCC	EA	1	0	0	
	USDA & NRCS	EA	1	0	0	
	USDOJ	EA	1	0	0	
	FDOT	EA	1	6	6	2 staff x 3hrs
	Cultural Resources Coordination	EA	1	0	0	
	FDEP	EA	1	0	0	
	Environmental	EA	1	0	0	To be coordinated in phase review meeting
	Right-of-Way	EA	1	6	6	2 staff x 3hrs
Other	EA	1	0	0		
Traffic	Traffic Methodology	EA	1	9	9	Combines with traffic methodology 3x3
	Traffic Design	EA	1	6	6	
	Traffic Analysis including Multimodal	EA	1	0	0	
Utilities and Railroad	UAO & DUO	EA	1	0	0	
	Railroad (CSX Crossing)	EA	1	0	0	County to coordinate with CSX railroad crossing (Rob Meador) during design phase
Tolls	Tolls	EA	1	0	0	
PM / EMO	Local Governments (cities, counties, MPO, Other)	EA	2	0	0	County to coordinate
	Subtotal Technical Meetings				72	
	Progress Meetings	EA	4	12	48	4 staff x 3hrs
	PER Phase Review Meetings	EA	2	16	32	PER Review meetings 4 staff x 4hrs plus preparation
	Misc. Review Meetings	EA	0	0	0	
	Total Meetings				152	

Task 2 Public Involvement

54th Avenue North Complete Streets Project

8/25/2021

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
A	Public Involvement Plan and Data Collection (N/A or by COUNTY)					
	Public Involvement Plan	EA	1	0	0	
	Public Involvement Data Collection (incl. site selection)	EA	1	0	0	
				Subtotal	0	
B	Create and Update Content for County Website (N/A or by COUNTY)					
	Web Site Development	LS	1	0	0	
	Web Site Content Updates	LS	1	0	0	
				Subtotal	0	
C	Project Kickoff Newsletter (N/A or by COUNTY)					
	Agenda	EA	1	0	0	
	Presentation	EA	1	0	0	
	Project Handouts	EA	1	0	0	
	Exhibits	EA	1	0	0	
	Notification Letters	EA	1	0	0	
	Press Release/Meeting Announcements	EA	1	0	0	
	Project Summaries	EA	1	0	0	
	Response Letters	EA	1	0	0	
	Staff Briefing	EA	1	0	0	
	Participation	EA	1	0	0	
	Notes	EA	1	0	0	
				Subtotal	0	

D Presentations to Pinellas County Board of County Commissioners (N/A or by COUNTY)					
Agenda	EA	1	0	0	
Presentation	EA	1	0	0	
Project Handouts	EA	2	0	0	
Exhibits	EA	1	0	0	
Notification Letters	EA	1	0	0	
Press Release/Meeting Announcements	EA	1	0	0	
Project Summaries	EA	1	0	0	
Response Letters	EA	1	0	0	
Staff Briefing	EA	1	0	0	
Participation	EA	2	0	0	
Notes	EA	2	0	0	
Subtotal				0	
E Coordination with Forward Pinellas Board and Advisory Committees (N/A or by COUNTY)					
Agenda	EA	1	0	0	
Presentation	EA	1	0	0	
Project Handouts	EA	3	0	0	
Exhibits	EA	1	0	0	
Notification Letters	EA	1	0	0	
Press Release/Meeting Announcements	EA	1	0	0	
Project Summaries	EA	1	0	0	
Response Letters	EA	1	0	0	
Staff Briefing	EA	1	0	0	
Participation	EA	3	0	0	
Notes	EA	3	0	0	
Subtotal				0	

F Project Information Meeting					
Agenda	EA	1	0	0	By County
Presentation	EA	1	60	60	Presentation and prep
Project Handouts	EA	1	0	0	By County
Exhibits	EA	1	60	60	Misc layouts and maps only
Notification Letters	EA	1	0	0	By County
Press Release/Meeting Announcements	EA	1	0	0	By County
Project Summaries	EA	1	0	0	By County
Response Letters	EA	1	0	0	By County
Rehearsal	EA	1	8	8	Rehearsal prior to meeting - 2 Pennoni staff x (2 hour meeting + 2 hr prep/ notes)
Participation	EA	1	12	12	2 staff x 6hrs
Notes	EA	1	0	0	By County
Subtotal				140	
G Other Stakeholder Meetings (N/A or by COUNTY)					
Agenda	EA	1	0	0	
Presentation	EA	1	0	0	
Project Handouts	EA	1	0	0	
Exhibits	EA	1	0	0	
Notification Letters	EA	1	0	0	-
Press Release/Meeting Announcements	EA	1	0	0	
Project Summaries	EA	1	0	0	
Response Letters	EA	1	0	0	
Rehearsal	EA	1	0	0	
Participation	EA	1	0	0	
Notes	EA	1	0	0	
Subtotal				0	
H Public Involvement Documentation					

	Comments and Coordination Report	EA	1	20	20	Report and summary of activities for Public Meeting only
	Subtotal				20	
	TOTAL					
I	Additional Public Involvement Requirements (N/A or by COUNTY)					
	General Public Correspondence	EA	1	0	0	
	News Letters, Surveys, Round-a-bout Handout - Preparation / Distribution	EA	1	0	0	
	Subtotal				0	
	Total				160	
	Quality Assurance / Quality Control	LS	%	5%	8	
	TOTAL				168	

Task 3 Eng Analysis & Considerations

54th Avenue North Complete Streets Project
8/25/2021

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
A Review of Previous Studies						
	Review of Studies	EA	1	8	8	4 hrs x 2 staff
					Subtotal	8
B Existing Conditions Analysis						
	Data Collection	EA	1	8	8	4 hrs x 2 staff
	Field Review	EA	1	8	8	4 hrs x 2 staff
					Subtotal	16
C Survey						
	Survey Coordination	EA	1	0	0	By County
					Subtotal	0
D Geotechnical Investigation						
	Geotechnical Coordination	EA	1	0	0	To be done at Final Design
					Subtotal	0
E Traffic Analysis						
a	Traffic Analysis Methodology	EA	1	0	0	
b	Traffic Counts	EA	1	0	0	
c	Pedestrian, Bicycle, and Other Multimodal Data	EA	1	0	0	
d	Existing Traffic Operational Analysis	EA	1	0	0	
e	Future Demand Forecasting	EA	1	0	0	
f	No-Build Analysis	EA	1	0	0	
g	Development and Screening of Alternatives	EA	1	0	0	
h	Operational Evaluation of Build Alternatives	EA	1	0	0	

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments	
i	Diversion Analysis	EA	1	0	0		
j	Project Traffic Analysis Report	EA	1	30	30	Coordination	
					Subtotal	30	
F	Safety						
a	Crash Data	EA	1	2	2		
b	Safety Analysis	EA	1	4	4		
c	Documentation of Safety Analysis	EA	1	12	12	Coordination	
					Subtotal	18	
G	Utilities						
a	Preliminary Utilities Coordination	EA	1	24	24	Analysis of existing utility impacts	
b	Railroads	EA	1	0	0	By County	
					Subtotal	24	
H	Roadway Analysis						
a	Design Controls and Criteria	EA	1	8	8	Develop design controls and criteria	
b	Typical Section Analysis and Evaluation	EA	4	8	32	Assume 4 typicals	
c	Geometric Design	EA	1	0	0	Included in Alternative Concept Plans	
d	Intersections Evaluation	EA	3	20	60	3 roundabout analysis and layout	
e	Multimodal Accommodations	EA	1	0	0		
f	Maintenance of Traffic	EA	1	8	8	Preliminary MOT analysis for PER Phase	
g	Lighting	EA	1	8	8	Coordinate with County	
h	Identify Construction Segments	EA	1	4	4	For PER	
i	Culvert Crossing Evaluation	EA	1	0	0		
					Subtotal	120	
I	Drainage						
a	Floodplain and Environmental Permit Data Collection	EA	1	8	8	Data collection	
b	Drainage Analysis	Per Basin	1	40	40	Drainage evaluation for alternatives	
c	Floodplain Compensation Analysis	Per Encroach.	1	14	14	Floodplain	

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments	
d	Stormwater Management Analysis	EA	1	30	30	Stormwater management for alternatives	
e	Drainage Design	EA	1	60	60	Preliminary drainage design layouts	
f	Drainage Map Hydrology	EA	1	16	16	Drainage map	
g	Sea Level Rise Analysis	EA	1	0	0	Sea level rise - PC Inhouse	
h	Conceptual Drainage Design	EA	1	20	20	Conceptual drainage design for preferred alternative	
					Subtotal	188	
J	Landscaping Analysis						
	Representative Cross-sections	EA	1	0	0	-	
	Landscape concepts	EA	1	24	24	Landscape concepts and evaluation	
					Subtotal	24	
K	Construction and Right of Way Cost Estimates						
a	Construction Cost Estimates	EA	1	48	48	4 alternatives x 12 hrs ea	
b	Preliminary Right of Way Cost Estimates	EA	1	30	30	For alternatives that impact R/W east segment	
					Subtotal	78	
L	Alternatives Evaluation						
a	Comparative Alternatives Evaluation	EA	1	40	40	4 alternatives x 8 hrs ea and matrix	
b	Selection of Recommended Alternative	EA	1	8	8	Selection and evaluation	
					Subtotal	48	

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
4.18	Concept Plans for Alternatives					
a	Base Map	Sheet	1	8	8	Create base map
b	Alternatives Concept Plans	Sheet	28	16	448	4 alt x 4 hrs/ea = 16 hrs/sht at 40 scale, includes geometric design for 4 alternatives.
c	Preferred Alternative (30% Plans)	Sheet	0	0	0	
d	Typical Section Package	LS	1	0	0	
e	Design Exceptions and Design Variations	EA	1	8	8	Review requirements
				Subtotal	464	
M	Engineering Analysis Documentation					
	Draft Engineering Analysis Documentation	EA	1	0	0	N/A - No analysis documentation is included
	Final Engineering Analysis Documentation	EA	1	0	0	N/A - No analysis documentation is included
				Subtotal	0	
				TOTAL	1018	
			1	0	0	
	Quality Assurance / Quality Control	LS	%	5%	51	
				TOTAL	1069	

Task 4 Environmental Analysis & Reports

54th Avenue North Complete Streets Project

8/25/2021

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
A	Human Environmental					
a	Community Facilities	EA	1	0	0	
b	Impacts to Low Income, Minority, and Transit Dependent Populations	EA	1	0	0	
c	Landuse Changes	EA	1	0	0	
d	Mobility and Accessibility	EA	1	0	0	
	Subtotal				0	
B	Cultural Resources					
	Cultural Resource Assessment Survey (CRAS)	EA	1	0	0	Coordination with SEARCH subconsultant, See their proposal.
	Subtotal				0	
C	Natural Resources					
a	Surface Waters and Wetlands	EA	1	4	4	Determine limits of impacts for alternatives
b	Identify Permit Needs	EA	1	2	2	Identify permits for alternatives
c	Contamination	EA	1	8	8	Potential contamination
	Subtotal				14	
	Total				14	
	Quality Assurance / Quality Control	LS	%	5%	1	
	TOTAL				15	

Task 5 Prel Engineering Report Document

54th Avenue North Complete Streets Project

8/25/2021

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
	Preliminary Engineering Report Document (PER)					
	Preliminary Engineering Report (PER)	EA	1	120	120	Finalize PER report
				Subtotal	120	
	Quality Assurance / Quality Control	LS	%	5%	6	
				TOTAL	126	

**Traffic and Safety (Task 3)
Kimley Horn
(Backup Data)**

54th Avenue Complete Streets Project

ESTIMATE OF WORK EFFORT AND COST (EXHIBIT B)

Name of Project: 54th Avenue North Complete Streets Project
 Client: Pinellas County

Consultant Name: Kimley Horn
 Date: 5/13/2021

Project Task	Hours From "SH Summary - Firm"	Principal Engineer	Project Manager 2	Senior Engineer	Senior Planner	Engineer 1	Designer	-	-	-	-	-	-	Hours By Activity	Fee Cost By Activity
		\$255.00	\$215.00	\$208.00	\$157.00	\$132.00	\$130.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Task 1 Project Requirements	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Task 2 Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Task 3 Eng Analysis & Considerations	943	66	94	94	141	321	227	0	0	0	0	0	0	943	\$150,611
Task 4 Environmental Analysis & Reports	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Task 5 Prel Engineering Report Document	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Total Staff Hours	943	66	94	94	141	321	227	0	0	0	0	0	0	943	
Total Staff Cost		\$16,830.00	\$20,210.00	\$19,552.00	\$22,137.00	\$42,372.00	\$29,510.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$150,611.00

Subtotal Labor: \$150,611.00
Expenses: \$0.00
Subtotal: \$150,611.00

No Subs \$0.00
Subtotal: \$0.00

GRAND TOTAL ESTIMATED FEE: \$150,611.00

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Project Name: 54th Avenue North Complete Streets Project

Date: 5/13/2021

Name of Consultant: Kimley Horn

WORK ACTIVITY	Hours from "Summary" sheet	EMPLOYEE CLASSIFICATION												TOTAL STAFF HOURS		ON CADD PERCENT	
	Firm Total	Principal Engineer	Project Manager 2	Senior Engineer	Senior Planner	Engineer 1	Designer	-	-	-	-	-	-	RANGE			
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours				
Task 1 Project Requirements	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Task 2 Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Task 3 Eng Analysis & Considerations	943	66	94	94	141	321	227	0	0	0	0	0	0	943	1037		
Task 4 Environmental Analysis & Reports	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Task 5 Prel Engineering Report Document	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
TOTALS	943	66	94	94	141	321	227	0	0	0	0	0	0	943	1,037		
														FIRM TOTAL	943	1,037	

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Project Name: 54th Avenue North Complete Streets Project

Date: 5/13/2021

Name of Consultant: Kimley Horn

Staff Hour Distribution Percentages - Firm Total															
	Hours from "Summary" sheet Firm Total	Principal Engineer	Project Manager 2	Senior Engineer	Senior Planner	Engineer 1	Designer	-	-	-	-	-	-	-	Total
Task 1 Project Requirements	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
Task 2 Public Involvement	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
Task 3 Eng Analysis & Considerations	943	7.0%	10.0%	10.0%	15.0%	34.0%	24.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
Task 4 Environmental Analysis & Reports	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
Task 5 Prel Engineering Report Document	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%

Task 3 Eng Analysis & Considerations

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments	
A Review of Previous Studies							
	Review of Studies	EA	1	0	0		
					Subtotal	0	
B Existing Conditions Analysis							
	Data Collection	EA	1	0	0		
	Field Review	EA	1	0	0		
					Subtotal	0	
C Survey							
	Survey Coordination	EA	1	0	0		
					Subtotal	0	
D Geotechnical Investigation							
	Geotechnical Coordination	EA	1	0	0		
					Subtotal	0	
E Traffic Analysis							
a	Traffic Analysis Methodology	EA	1	38	38	Same as 62nd	
b	Traffic Counts	EA	1	18	18	+ 4 hours due to Additional Traffic Counts resulting in more coordination	
c	Pedestrian, Bicycle, and Other Multimodal Data	EA	1	6	6	Same as 62nd	
d	Existing Traffic Operational Analysis	EA	1	22	22	Same as 62nd	
e	Future Demand Forecasting	EA	1	60	60	Increased effort due to multiple alternatives.. Forecast includes 2020, 2035, and 2045 forecasts for four alternatives. Includes intersection volume forecast for each timeframe.	
f	No-Build Analysis	EA	1	58	58	This was not included for 62nd Avenue.	
g	Development and Screening of Alternatives	EA	1	94	94	This was not included in 62nd Avenue. This includes screening and comparing no build to four alternatives + Roundabout Evaluations at three intersections. (See Scope)	
h	Operational Evaluation of Build Alternatives	EA	1	157	157	Includes multimodal analysis, access management, and synrho analysis of viable alternatives using MOEs to be developed as part of task E.a.	

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments	
i	Diversion Analysis	EA	1	152	152	THIS TASK WAS REMOVED FROM THE 62ND AVENUE BUDGET AND SCOPE AT THE REQUEST OF THE COUNTY SINCE IT RELATES DIRECTLY TO 54TH AVENUE	
j	Project Traffic Analysis Report	EA	1	138	138	62nd has only one alternative. Report will have to document all of the alternative combinations, the down select to the viable alternatives. It is envisioned that the graphics developed under this task	
					Subtotal	743	
F	Safety - Provide breakdown for each item, location, etc.						
a	Crash Data	EA	1	4	4	County agreed to provide data	
b	Safety Analysis	EA	1	152	152	Additional effort to support HSM Safety Analysis for multiple alternatives (62nd only had one)	
c	Documentation of Safety Analysis	EA	1	44	44	Additional documentation effort due to additional alternatives (add to appendix in PER)	
					Subtotal	200	
G	Utilities						
a	Preliminary Utilities Coordination	EA	1	0	0		
b	Railroads	EA	1	0	0		
					Subtotal	0	
H	Roadway Analysis						
a	Design Controls and Criteria	EA	1	0	0		
b	Typical Section Analysis and Evaluation	EA	4	0	0		
c	Geometric Design	EA	1	0	0		
d	Intersections Evaluation	EA	3	0	0		
e	Multimodal Accommodations	EA	1	0	0		
f	Maintenance of Traffic	EA	1	0	0		
g	Lighting	EA	1	0	0		
h	Identify Construction Segments	EA	1	0	0		
i	Culvert Crossing Evaluation	EA	1	0	0		
					Subtotal	0	
I	Drainage						
a	Floodplain and Environmental Permit Data Collection	EA	1	0	0		
b	Drainage Analysis	Per Basin	1	0	0		
c	Floodplain Compensation Analysis	Per Encroach.	1	0	0		

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
d	Stormwater Management Analysis	EA	1	0	0	
e	Drainage Design	EA	1	0	0	
f	Drainage Map Hydrology	EA	1	0	0	
g	Sea Level Rise Analysis	EA	1	0	0	
h	Conceptual Drainage Design	EA	1	0	0	
Subtotal					0	
J	Landscaping Analysis					
	Representative Cross-sections	EA	1	0	0	
	Landscape concepts	EA	1	0	0	
Subtotal					0	
K	Construction and Right of Way Cost Estimates					
a	Construction Cost Estimates	EA	1	0	0	
b	Preliminary Right of Way Cost Estimates	EA	1	0	0	
Subtotal					0	
L	Alternatives Evaluation					
a	Comparative Alternatives Evaluation	EA	1	0	0	
b	Selection of Recommended Alternative	EA	1	0	0	
Subtotal					0	

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
4.18	Concept Plans for Alternatives					
a	Base Map	Sheet	1	0	0	
b	Alternatives Concept Plans	Sheet	28	0	0	
c	Preferred Alternative (30% Plans)	Sheet	0	0	0	
d	Typical Section Package	LS	1	0	0	
e	Design Exceptions and Design Variations	EA	1	0	0	
				Subtotal	0	
M	Engineering Analysis Documentation					
	Draft Engineering Analysis Documentation	EA	1	0	0	
	Final Engineering Analysis Documentation	EA	1	0	0	
				Subtotal	0	
				TOTAL	943	
			1	0	0	
	Quality Assurance / Quality Control	LS	%	0%	0	
				TOTAL	943	

**Traffic Counts (Task 3)
BES
(Backup Data)**

54th Avenue Complete Streets Project

**Street Light Data (Task 3)
(Backup Data)**

54th Avenue Complete Streets Project

StreetLight InSight® "Lite"

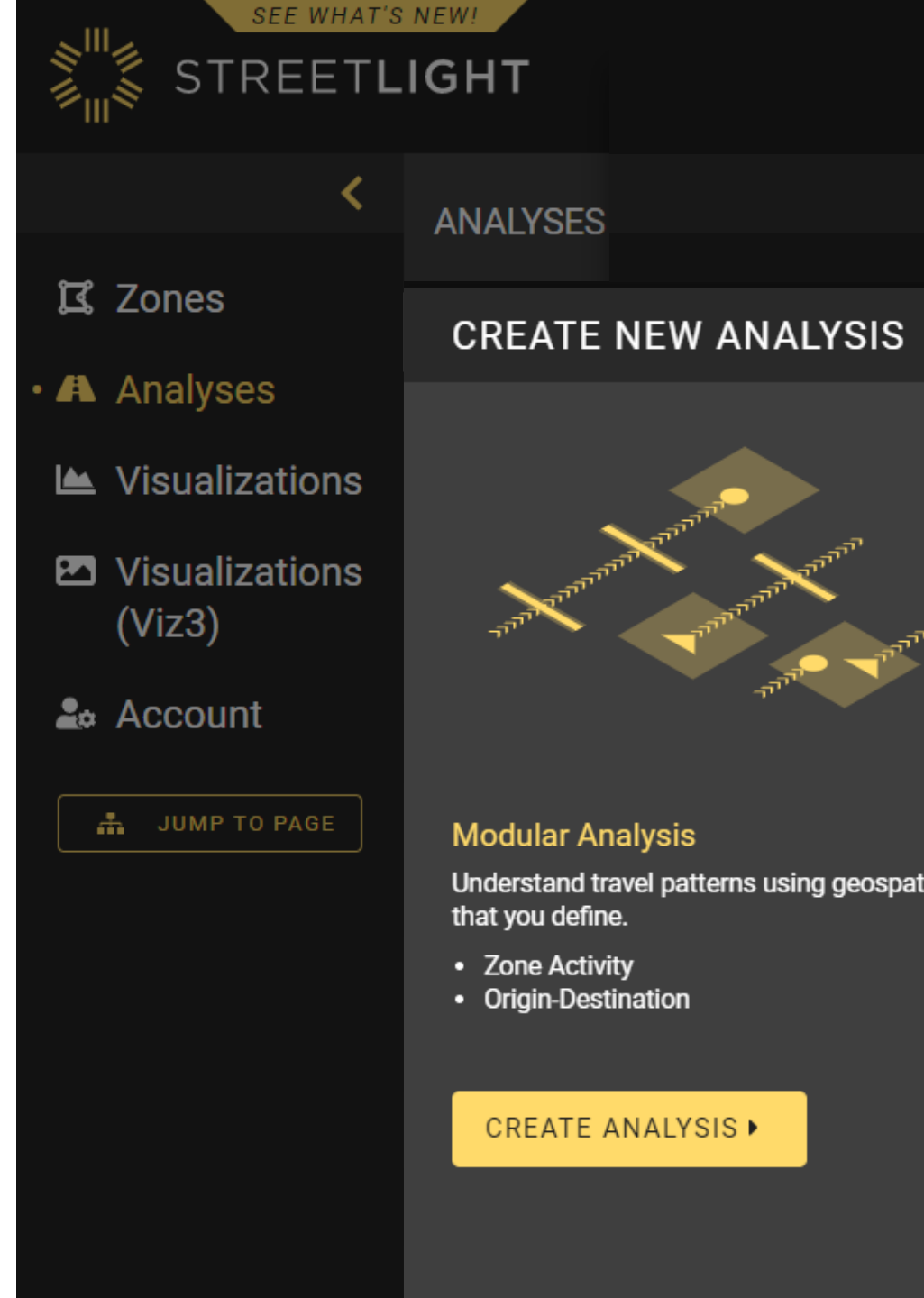
**Promotional Package to Support Transportation Analyses
Otherwise Impacted by COVID-19**

Now until June 30th



COVID-19 has reduced street activity, but your work has to continue

- Our “**typical conditions**” metrics (AADT, Volume, O-D and Zone Analysis (All-Vehicles)) are fully accessible to help you with **turning movement and intersection studies**.
- We're making it easier for you to get started with **special pricing**.



StreetLight InSight® "Lite"

AA DT, Volume, O-D and Zone Activity (for All Vehicles)

Available starting April 8

Max Zones ¹	Approx. Intersections ²	StreetLight InSight® "Lite"	StreetLight InSight® Essentials
10	2	\$1,500	\$4,500
50	12	\$7,000	\$9,600
100	25	\$13,760	\$17,200
250	62	\$28,880	\$36,100
500	125	\$55,500	\$61,700

1. Zone size is limited to **.25km² (500m x 500m)** and no more than **10 zones per analysis**

2. Assume on average 4 zones per intersection






StreetLight InSight® Subscriptions



Analyses included:

	COVID-19 RESPONSE	"LITE"	ESSENTIALS	ADVANCED ANALYTICS	MULTIMODE
AADT Average Annual Daily Traffic		✓	✓	✓	✓
Traffic Analysis Volume, Origin-Destination, Zone Activity with Trip Attributes (Speed, Duration, Length and Circuity); includes Day Types and Day Parts		✓	✓	✓	✓
Core Transportation Behavior O-D with Pre-set Geography, Select Link, Traveler Attributes (Demographics, Trip Purpose)		✗	✓	✓	✓
Operations & Congestion Management Segment Analysis (Segment trip speed, duration, length and circuity) Top Routes NEW & IMPROVED		✗	✗	✓	✓
Special Events Custom Specific Dates (one or a combination of many days)		✗	✗	✓	✓
Project Prioritization Traffic Diagnostics		✗	✗	✓	✓
Commercial Vehicle Metrics Freight metrics for medium and heavy duty trucks		✗	✗	✓	✓
Bicycle & Pedestrian Metrics		✗	✗	✗	✓

All subscriptions include:

-  Interactive dashboard
-  Project sample size and calibration feature
-  Training video and support

Optional add-ons:

-  Advanced training / in-person training
-  Professional services



**Contamination (Task 4)
Tierra
(Backup Data)**

54th Avenue Complete Streets Project



August 24, 2020

Pennoni, Inc.
2555 Nursery Road
Suite 104
Clearwater, Florida 33764

Attn: Mr. E. Peter Nikolov, P.E.

**RE: Contamination Services Proposal
Complete Streets Project – 54th Ave. North from 49th St. to 34th St.
Pinellas County, Florida
Tierra Project No. 6511-20-126E**

Mr. Nikolov:

Tierra, Inc. (Tierra) is pleased to submit this proposal to provide contamination assessment services for the proposed project. Included in this proposal is our understanding of the project, our proposed Scope of Services, schedule, and the cost for our services.

Project Description

Based on the information provided in email correspondence from Pennoni, Pinellas County is planning improvements to the 54th Avenue North corridor from 49th Street to 34th Street.

Scope of Work

Tierra will provide contamination consulting services in general accordance with Part 2, Chapter 20 of the Florida Department of Transportation's (FDOT) Project Development & Environment Manual (PD&E) guidelines (July 2020).

The initial contamination services begin with a site reconnaissance followed by a review of previous reports and historical data, including aerial photographs and regulatory database reports. Our services will be completed in relation to the roadway alignment and a study area that extends 500 feet in each compass direction.

We do not anticipate any field testing associated with this project. If required after completion of the initial assessment, a supplemental budget would be necessary.

To complete the requested services, we anticipate completing the following services:

1. Conduct a site reconnaissance of the project corridor. Evaluate the existing/proposed right of way and each potential right-of-way acquisition parcel for contamination risk and rate sites in accordance with the FDOT Contamination Risk Evaluation system. Identify parcels or sites within 500 feet that are considered to be potential sources of contamination.
2. Document site-specific data for those parcels or sites that currently are, or may have previously been, involved in activities where hazardous or petroleum-related materials/substances/wastes may have adversely impacted the property.
3. Review and analyze historical and current aerial photographs, maps and land use information for the potential for previous practices or activities that may have involved hazardous materials or waste that could impact the proposed project.
4. Conduct a computerized database search of agency maintained records for known releases or storage systems of hazardous materials, substances or wastes and petroleum-related constituents maintained by the United States Environmental Protection Agency and the Florida Department of Environmental Protection.
5. Evaluate hydrogeologic features for potential contaminant migration pathways. Document existing monitoring wells along the corridor that may be associated with contaminated sites.
6. Prepare a Contamination Technical Memorandum that documents the research, analysis and recommendations, and how these influence construction of the project.

Schedule

From notice to proceed through submittal of a report will require on the order of 4 to 6 weeks.

Service Fee

It is proposed the fee for performance of the above-outlined services be determined on unit fee basis, and the work be performed pursuant to our General Conditions. A copy of our Unit Fee Schedule and General Conditions are enclosed herewith and incorporated by reference into this proposal. On the basis of the scope of work noted herein, Tierra's fees for the contamination services will be \$12,333.00.

Closure

We appreciate the opportunity to offer our services to you. We look forward to working with you. If this proposal is acceptable, please sign the attached as notice to proceed and return one (1) copy of this proposal intact to our office. Should you have any questions in regards to this proposal, please do not hesitate to contact this office.

Contamination Services Proposal
Tierra Project No. 6511-20-126E
Complete Streets Project – 54th Ave. North from 49th St. to 34th St.
Pinellas County, Florida
Page 3 of 3

Sincerely,

TIERRA, INC.

A handwritten signature in blue ink, appearing to read "M. Bair", with a stylized flourish at the end.

Michael Bair, ASP
Chief Scientist

Item Description	Unit	Unit Price	Quantity	Total
Field Investigation				
418- Support Vehicle	Day	\$ 160.00	2	\$ 320.00
434-Geo Ground Penetrating Radar (GPR)	Hour	\$ 350.00		\$ -
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF	\$ 28.00		\$ -
450-Geo Piezometer 2" 000-050 Ft	LF	\$ 44.00		\$ -
525-Geo Well Development	Hour	\$ 140.00		\$ -
Drilling Permit Costs IE DEP	Each	\$ 250.00		\$ -
Contamination Test Units				
EDR Report	Each	\$ 500.00	1	\$ 500.00
Organic Vapor Analyzer (OVA)	Day	\$ 150.00		\$ -
Handheld GPS	Per Day	\$ 80.00	2	\$ 160.00
Field Sampling Kit (soil)	Each	\$ 75.00		\$ -
Field Sampling Survey Kit (water)	Each	\$ 75.00		\$ -
Power Auger Boring (includes decontamination to a depth of 25 feet)	Foot	\$ 11.00		\$ -
BTEX and MTBE (Method 8260)	Each	\$ 65.00		\$ -
Organochlorine Pesticides (Method 8081)	Each	\$ 100.00		\$ -
Organophosphorous Pesticides (Method 8141)	Each	\$ 125.00		\$ -
Chlorinated Herbicides (Method 8151)	Each	\$ 100.00		\$ -
Volatile Organics (Method 8260)	Each	\$ 95.00		\$ -
Volatile Organics BTEX/MTBE(Method 8260)	Each	\$ 60.00		\$ -
Semi-Volatiles (Method 8270)	Each	\$ 200.00		\$ -
Polyaromatic Hydrocarbons (Method 8270)	Each	\$ 100.00		\$ -
TPH Method FL-Pro	Each	\$ 65.00		\$ -
RCRA 8 Metals (Method 6010/7471)	Each	\$ 65.00		\$ -
RCRA Metals Individual (Method 6010/7471)	Each	\$ 9.00		\$ -
Mercury Individual (Method 6010/7471)	Each	\$ 25.00		\$ -
Ultr Low Trace Mercury GW Individual (Method 1631)	Each	\$ 75.00		\$ -
Arsenic (Method 6010/7471)	Each	\$ 9.00		\$ -
SPLP/TCLP Metals	Each	\$ 198.00		\$ -
Asbestos Samples	Each	\$ 15.00		\$ -
Polychlorinated Biphenals (8082)	Each	\$ 75.00		\$ -
Engineering and Technical Support Services				
MAT Chief Engineer	Hour	\$ 219.00		\$ -
Chief Scientist	Hour	\$ 175.00	16	\$ 2,800.00
MAT Engineer	Hour	\$ 138.00		\$ -
MAT Engineering Intern	Hour	\$ 98.00		\$ -
MAT Engineering Technician	Hour	\$ 84.00	20	\$ 1,680.00
MAT Principal Engineer	Hour	\$ 219.00		\$ -
MAT Secretary / Clerical	Hour	\$ 77.00	3	\$ 231.00
MAT Senior Engineer	Hour	\$ 193.00		\$ -
MAT Senior Engineering Technician	Hour	\$ 102.00		\$ -
Senior Designer	Hour	\$ 123.00	5	\$ 615.00
Senior Scientist	Hour	\$ 147.00	41	\$ 6,027.00
CONTAMINATION TOTAL:				\$ 12,333.00

Contamination Summary

Field	\$	320.00
Test Units	\$	660.00
Engineering	\$	11,353.00
Total hours		90

**Public Involvement (Task 2)
Valerin
(Backup Data)**

54th Avenue Complete Streets Project

PUBLIC INVOLVEMENT SUPPORT (VALERIN)

Name of Project: 54th Avenue North Complete Streets Project
 Client: Pinellas County

Consultant Name: THE VALERIN GROUP, INC
 Date: 8/12/2021

Project Task	Total Staff Hours From "SH Summary - Firm"	Community Outreach Specialist	Graphic Designer	Multimedia Specialist	-	-	-	-	-	-	-	-	-	SH By Activity	Salary Cost By Activity
Task 2 Public Involvement (PER)	23	23.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23.00	\$2,806.00
Total Staff Hours	23	23.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23.00	
Total Staff Cost		\$2,806.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$2,806.00

Subtotal Labor: **\$2,806.00**
 Expenses: **\$0.00**
 Subtotal: **\$2,806.00**

GRAND TOTAL ESTIMATED FEE: \$2,806.00

Task 2 Public Involvement (PER)

THE VALERIN GROUP, INC

54th Avenue North Complete Streets Project
8/12/2021

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
A	Public Involvement Plan and Data Collection (N/A or by COUNTY)					
	Public Involvement Plan	EA	1	0	0	
	Public Involvement Data Collection (incl. site selection)	EA	1	0	0	
	Subtotal				0	
B	Create and Update Content for County Website (N/A or by COUNTY)					
	Web Site Development	LS	1	0	0	
	Web Site Content Updates	LS	1	0	0	
	Subtotal				0	
C	Project Kickoff Newsletter (N/A or by COUNTY)					
	Agenda	EA	1	0	0	
	Presentation	EA	1	0	0	
	Project Handouts	EA	1	0	0	
	Exhibits	EA	1	0	0	
	Notification Letters	EA	1	0	0	
	Press Release/Meeting Announcements	EA	1	0	0	
	Project Summaries	EA	1	0	0	
	Response Letters	EA	1	0	0	
	Staff Briefing	EA	1	0	0	
	Participation	EA	1	0	0	
	Notes	EA	1	0	0	
	Subtotal				0	
D	Presentations to Pinellas County Board of County Commissioners (N/A or by COUNTY)					
	Agenda	EA	1	0	0	
	Presentation	EA	1	0	0	

	Project Handouts	EA	2	0	0	
	Exhibits	EA	1	0	0	
	Notification Letters	EA	1	0	0	
	Press Release/Meeting Announcements	EA	1	0	0	
	Project Summaries	EA	1	0	0	
	Response Letters	EA	1	0	0	
	Staff Briefing	EA	1	0	0	
	Participation	EA	2	0	0	
	Notes	EA	2	0	0	
	Subtotal				0	
E	Coordination with Forward Pinellas Board and Advisory Committees (N/A or by COUNTY)					
	Agenda	EA	1	0	0	
	Presentation	EA	1	0	0	
	Project Handouts	EA	3	0	0	
	Exhibits	EA	1	0	0	
	Notification Letters	EA	1	0	0	
	Press Release/Meeting Announcements	EA	1	0	0	
	Project Summaries	EA	1	0	0	
	Response Letters	EA	1	0	0	
	Staff Briefing	EA	1	0	0	
	Participation	EA	3	0	0	
	Notes	EA	3	0	0	
	Subtotal				0	
F	Project Information Meeting					
	Agenda	EA	1	0	0	
	Presentation	EA	1	0	0	
	Project Handouts	EA	1	0	0	
	Exhibits	EA	1	0	0	

	Notification Letters	EA	1	0	0	
	Press Release/Meeting Announcements	EA	1	0	0	
	Project Summaries	EA	1	0	0	
	Response Letters	EA	1	0	0	
	Rehearsal	EA	1	0	0	
	Participation	EA	1	6	6	1 staff x 6hrs
	Notes	EA	1	0	0	
	Subtotal			6		
G	<u>Other Stakeholder Meetings (N/A or by COUNTY)</u>					
	Agenda	EA	1	0	0	
	Presentation	EA	1	0	0	
	Project Handouts	EA	1	0	0	
	Exhibits	EA	1	0	0	
	Notification Letters	EA	1	0	0	
	Press Release/Meeting Announcements	EA	1	0	0	
	Project Summaries	EA	1	0	0	
	Response Letters	EA	1	0	0	
	Rehearsal	EA	1	0	0	
	Participation	EA	1	0	0	
	Notes	EA	1	0	0	
	Subtotal			0		
H	<u>Public Involvement Documentation</u>					
	Comments and Coordination Report	EA	1	16	16	Assist with comment summary and report preparation. Pennoni will finalize.
	Subtotal			16		
	TOTAL					
I	<u>Additional Public Involvement Requirements (N/A or by COUNTY)</u>					
	General Public Correspondence	EA	1	0	0	

News Letters, Surveys, Round-a-bout Handout - Preparation / Distribution	EA	1	0	0	
Subtotal				0	
Total				22	
Quality Assurance / Quality Control	LS	%	5%	1	
TOTAL				23	