



BOARD OF COUNTY COMMISSIONERS

DATE: December 6, 2011

AGENDA ITEM NO. 23

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature: *[Signature]*

Subject:

Approval of Final Agreement - Beckett Bridge Project Development and Environment (PD&E) Study
PID No. 2161
Contract No. 101-0131-NC(AM)

Department:

Department of Environment & Infrastructure / Purchasing

Staff Member Responsible:

Jorge Quintas / Joe Lauro

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE FINAL NEGOTIATED AGREEMENT WITH E.C. DRIVER & ASSOCIATES, INC. (EC DRIVER), TAMPA, FLORIDA, FOR THE BECKETT BRIDGE PROJECT DEVELOPMENT & ENVIRONMENT STUDY (PD&E).

IT IS FURTHER RECOMMENDED AFTER PROPER EXECUTION OF THE AGREEMENT BY THE FIRM AND APPROVAL TO FORM BY THE OFFICE OF THE COUNTY ATTORNEY, THE CHAIRMAN SIGN THE AGREEMENT AND THE CLERK ATTEST.

Summary Explanation/Background:

A final agreement with EC Driver for a PD&E study of Beckett Bridge has been negotiated by staff and is now being presented to the Board for consideration. The agreement has been established on a lump sum basis for a total amount not to exceed \$750,000.00 which includes optional services and contingency. The optional services, with a potential value of \$47,320.99, are to be utilized only as needed and include public involvement tasks such as surveys/newsletters and a 3D video animation of the project. A contingency amount of \$16,143.05 has been included in the agreement to cover any unforeseen needs that may arise.

The project limits are from Chesapeake Drive to Forest Avenue. The study will examine five (5) alternatives, and include a presentation before the Board and the Pinellas County Metropolitan Planning Organization and two (2) public meetings/hearings. The study is expected to take eighteen (18) months to complete.

On October 12, 2010, the Board approved the Local Agency Program (LAP) agreement with the Florida Department of Transportation (FDOT) for the Beckett Bridge PD&E Study. The LAP Agreement established the responsibilities for funding and administration of the project. In accordance with the LAP Agreement, Pinellas County is responsible for all project management activities relative to the Beckett Bridge PD&E Study.

On June 14, 2011, the BCC approved the ranking of firms and authorized staff to negotiate an agreement for the PD&E Study with the top ranked firm, EC Driver.

Fiscal Impact / Cost / Revenue Summary:

Funding for this project is provided through the Infrastructure Sales Tax (Penny for Pinellas): Transportation and Traffic Flow, Bridge Rehabilitation Program Allocation, a Federal earmark and a Transportation, Community and System Preservation (TCSP) Program grant. The Federal funds are provided through the referenced LAP Agreement with the FDOT.

Professional Services Agreement Amount: \$750,000.00

Federal Funding	
- TCSP Program	\$282,965.00
- Federal Earmark	\$ 98,000.00
County Funding	<u>\$369,035.00</u>
Total Funding	\$750,000.00

Exhibits/Attachments:

Contract Review
Finalized Agreement
Project Financial Overview



PURCHASING DEPARTMENT
CONTRACT REVIEW TRANSMITTAL

CATS
NO.:

38322

SUBJECT: FINALIZED AGREEMENT FOR: Beckett Bridge Project Development & Environment Study

BID NUMBER: 101-0131-NC (AM)

REQ. NUMBER:

TYPE: ☒ Purchase Contract ☐ Other: ☐ Construction-Less than \$100,000 ☐ One Time

In accordance with the policy guide for Contract Administration, the attached documents are submitted for review and comment. Upon completion of review, complete Contract Review Transmittal and forward to next Review Authority listed. Please indicate suggested changes by revising, in RED, the appropriate section of the document reflecting the exact wording of the change.

RISK MANAGEMENT: PLEASE REVIEW INSURANCE REQUIREMENTS LISTED IN FINALIZED AGREEMENT
This is not an annual contract.

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	Purchasing Dept. Joseph Lauro, Director Amelia McFarlane, Sr. PA	10/27/11	Amelia McFarlane	Section 20 needs to (p38) be returned. Please address concerns in red.	
2.	Requesting Dept.: PW Rob Meador/ Pete Yauch Jorge Quintas	11/3/11 11/3/11	myg Jorge Quintas	included in §19. am	
Using Dept please provide below information: <input type="checkbox"/> Yes, funding for this requisition is using grant Funding. <input type="checkbox"/> No, funding for this requisition is not using grant Funding. If grant funding is being used you must provide Purchasing with the exact clauses that need to be on attached document.					
3.	Risk Management Attn: Virginia Holscher (Check applicable box at right)	11/8/11	Virginia Holscher	Insurance Requirements from RFP provided	HIGH RISK NOT HIGH RISK
4.	BCC Finance Attn: Cassandra Williams	11/16/11	CBW	See attached A/P contract language	
5.	Asst. County Administrator John Wesley White				
6.	Asst. County Administrator/Chief of Staff Attn: Mark Woodard	11/10/11	Mark Woodard		
7.	Legal Attn: Barbara Oklesen/Sarah Richardson	11/21/11 11/21/11	SRB/BSO	p. 31, 36, 37	

RETURN ALL DOCUMENTS TO PURCHASING

Make all inquiries to:	Amelia McFarlane, CPPB Sr. Procurement Analyst	at Extension 43149
In order to meet the required schedule, please return your requirements to Purchasing by: WALK THRU COMPLETION		

Revise 08/2010

TENTATIVE DATES
Legal Ad-BID/RFP Mail Out: N/A
BID/RFP Opening: N/A
Board/County Admin/Purchasing Director Approval: NOVEMBER 22, 2011

Where are rates? on p. 32, Section 19.1

PROFESSIONAL SERVICES AGREEMENT

PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY BECKETT BRIDGE PINELLAS COUNTY

Pinellas County Project ID: ***PID 2161***
FDOT Financial Project ID: ***FM 424385-1-28-01***
Work Program Item No.: ***NA***
Federal Aid Project No.: ***FM 424385-1-28-01***
County Section No.: ***000000***

Description: ***PD&E Study to Evaluate Removal, Rehabilitation or Replacement of the Beckett Bridge over Whitcomb Bayou in Tarpon Springs, Pinellas County, FL***

The limits of the project extend from Chesapeake Drive to Forest Avenue, a length of approximately 0.31 miles.

Bridge No.: ***154000***

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES FOR
BECKETT BRIDGE PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY**

THIS AGREEMENT, entered into on the ____ day of _____, 20____, between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and E.C. Driver & Associates, Inc. with an office at 500 North Westshore Blvd., Suite 500, Tampa, Florida 33609, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY intends to conduct a Project Development and Environment (PD&E) Study for the Beckett Bridge in Tarpon Springs, Florida being hereinafter referred to as the PROJECT; and

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL ARCHITECTURAL/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

This Section forms an integral part of the agreement between Pinellas County (hereinafter referred to as the COUNTY) and E.C. Driver & Associates, Inc., (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

Financial Project ID: **424385 1 28 01**
Work Program Item No.: **NA**
Federal Aid Project No.: **424385 1 28 01**
County Section No.: **000000**

Description: ***PD&E Study to Evaluate Removal, Rehabilitation or Replacement of the Beckett Bridge over Whitcomb Bayou in Tarpon Springs, Pinellas County, FL***

The limits of the project extend from Chesapeake Drive to Forest Avenue, a length of approximately 0.31 miles.

Bridge No.: **154000**

2.1 PURPOSE

The purpose of this Agreement is to describe the scope of work and the responsibilities of the CONSULTANT and the COUNTY in connection with the Preliminary Engineering (Conceptual Design), and Environmental Studies necessary to comply with Florida Department of Transportation (FDOT) procedures and to obtain Federal Highway Administration (FHWA) Location and Design Concept Acceptance (LDCA) of proposed improvements to this transportation facility.

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

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

The CONSULTANT shall perform those engineering services required for LDCA studies, including consideration of all social, economic, environmental effects, and mitigation as required by the FHWA and/or the PD&E Manual, along with the required environmental documents, engineering reports, preliminary plans, public hearing, and right-of-way maps.

Section 3 of this Agreement will establish which items of work described in the PD&E Manual are specifically included in this contract.

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

2.2 STUDY OBJECTIVE

The CONSULTANT is to study the rehabilitation or replacement of the Beckett Bridge in Pinellas County, Florida. Five alternatives shall be evaluated:

- No-Build - Maintain Existing Bridge
- No-Build - Remove Existing Bridge (includes alternate routing of traffic)
- Rehabilitation of the Existing Bridge
- Replace with a new Movable Bridge
- Replace with a new Fixed Bridge

Alternate corridors for bridge location will not be required to be evaluated due to the extent of development in the vicinity of the existing bridge. Capacity improvements will not be considered. The project limits extend along Riverside Drive from Chesapeake Drive across Whitcomb Bayou to Forest Avenue in Pinellas County. The complete removal alternative will examine alternative corridors for traffic and the potential relevant impacts to those corridors and traffic.

2.3 STUDY REQUIREMENTS AND PROVISIONS FOR WORK

2.3.1 Governing Regulations

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

- Florida Statutes
- Florida Administrative Codes
- Applicable federal regulations, and technical advisories.
- Project Development and Environment Manual
- Public Involvement Handbook
- Plans Preparation Manual
- Roadway Traffic and Design Standards
- Highway Capacity Manual
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Bicycle Facilities Planning and Design Manual
- Right-of-Way Mapping Handbook
- Location Survey Manual
- EFB User Guide
- Drainage Manual
- Outline Specifications - Aerial Surveys/Photogrammetry
- Soils and Foundations Manual
- Structures Manual
- CADD Manual (No. 625-050-001)
- CADD Production Criteria Handbook
- Florida's Level of Service Standards and Guidelines Manual for Planning (No. 525-000-005)
- Equivalent Single Axle Load Guidelines (No. 525-030-121)
- Design Traffic Procedure (No. 525-030-120)
- K-Factor Estimation Process
- Project Traffic Forecasting Guidelines
- Florida Highway Landscape Guide
- Basis of Estimates Manual

2.3.2 Project Manager

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

2.3.3 Key Personnel

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

2.3.4 Meetings and Presentations

The CONSULTANT shall attend a Notice to Proceed Meeting with COUNTY representatives, where relevant project information will be provided by the COUNTY, along with procedures for administering the contract. The CONSULTANT and his staff shall also be available with no more than a five (5) workday notice to attend meetings or make presentations at the request of the COUNTY. Such meetings and presentations may be held at any hour between 8:00 A.M. and 12:00 midnight on any day of the week. The CONSULTANT may be called upon to provide maps, press releases, advertisements, audiovisual displays and similar material for such meetings.

2.3.5 Quality Control

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

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

2.3.6 Correspondence

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

2.3.7 Submittals

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

Engineering Items:

Design Traffic Technical Memorandum
First Draft Project Development Summary Report
Draft Final Project Development Summary Report
Final Project Development Summary Report
(Signed & Sealed)

Copies:

5 draft, 5 final
5 draft, 5 final
5 draft, 10 final
10

Location Hydraulics Technical Memorandum	5 draft, 5 final
Drainage/Pond Siting Technical Memorandum	5 draft, 5 final
Conceptual Design Roadway Plan Set	5 draft, 5 final
Geotechnical Technical Memorandum	5 draft, 5 final
Typical Section Package	5 draft, 5 final

Environmental Items:

Public Involvement Plan	5 draft, 5 final
Summary of Environmental Impacts Checklist for Type 2 CE's	5 draft, 1 final
Noise Study Technical Memorandum	5 draft, 5 final
Air Quality Technical Memorandum	5 draft, 5 final
Contamination Screening Evaluation Tech Memo	5 draft, 5 final
Conceptual Stage Relocation Plan	5 draft, 5 final
Public Hearing Transcript	5 draft, 5 final
Biological Assessment Technical Memorandum	5 draft, 5 final
Wetlands Evaluation/Essential Fish Habitat Technical Memorandum	5 draft, 5 final
Section 106 Determination of Eligibility	5 draft, 5 final
Cultural Resource Assessment Survey Report	5 draft, 5 final
Comments and Coordination Report	3 draft, 3 final

The Following Items Apply only if Required and are considered "Optional Services"

Section 106 Case Study Report	5 draft, 5 final
(Section 106) Memorandum of Agreement (MOA)	5 draft, 5 final
Programmatic Section 4(f) Evaluation (Bridge)	5 draft, 5 final

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

2.3.3 Computer Automation

The project will be developed utilizing Computer Aided Drafting and Design (CADD) systems. The CONSULTANT shall produce and deliver applicable plan drawings in AutoCAD Civil 3D 2011 or latest version.

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

2.3.9 Coordination with Other Consultants and Entities

The CONSULTANT is to coordinate their work with any ongoing and/or planned projects that may affect this study.

The CONSULTANT is to coordinate with local governmental entities to verify that design and right of way requirements for the project are compatible with local public works improvements and right of way activities.

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1.0 PUBLIC INVOLVEMENT

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

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

3.1.1 Public Involvement Program

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

3.1.2 Public Involvement Data Collection

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

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

3.1.3 Notice of Intent – NA

3.1.4 Advance Notification (AN) – NA

3.1.5 Scheduled Public Meetings

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

- *Elected Officials/Agency Kick-off Meeting – This meeting will be held at a Pinellas County Board of County Commissioners Meeting. ETAT members and agency representatives will be notified of the meeting and invited to attend. The meeting will consist of a brief presentation to introduce the project, discuss the project need, alternatives to be considered and opportunities for public and local government input.*
- *Alternatives Public Meeting (only one anticipated and included in project fee.)*

A multi-media presentation (Powerpoint) will be prepared for the Alternatives Public Meeting. This presentation will address alternative concepts under consideration. The presentation will be narrated and recorded on a DVD. Computer models for the alternatives considered will be prepared. The models will be included in the Powerpoint presentation, displayed in board format and in an interactive format. In addition, the CONSULTANT shall prepare and/or provide:

- Agenda for presentation.
- Handouts

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

The CONSULTANT will investigate potential meeting sites to advise the COUNTY on their suitability. The COUNTY will pay all costs for meeting site rents and insurance.

The CONSULTANT will attend the meetings with an appropriate number of personnel to assist the COUNTY'S Project Manager.

3.1.6 Other (Unscheduled) Public and Agency Meetings

In addition to scheduled public meetings the CONSULTANT may be required to participate in unscheduled meetings with the public, elected officials, or public agencies. The CONSULTANT'S participation will be limited to participation during the meeting, note taking, and summarizing the meeting in a memo to the file. It is estimated for this project there will be **ten (10)** meetings during the study.

3.1.7 Public Hearing

The CONSULTANT shall provide all the support services listed in Sections 3.1.2 and 3.1.5 above, and in addition shall prepare:

- All elements of the multi-media presentation which will consist of a PowerPoint presentation describing the alternatives developed and evaluated during the process as well as impacts of the Preferred Alternative and all other required information as specified in the FDOT PD&E manual. The presentation will include the 3-D renderings and video animation described in Section 3.1.9 Special Public Involvement Requirements below.
- Prepare script for multi-media presentation
- Prepare script for COUNTY'S Formal Public Hearing Presentation (Introduction to meeting and meeting logistics)
- Graphics depicting the proposed improvements, including access to all adjacent parcels.
- Displays of plans and report(s) for the public display.
- Brochures or handouts.

- Prepare public advertisements.
- Provide Court Reporter
- Briefing and debriefing of COUNTY staff.

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

3.1.8 Location and Design Concept Acceptance (LDCA)

The CONSULTANT will publish the advertisement in accordance with the PD&E Manual when LDCA is obtained. The FDOT- District Seven will obtain LDCA from the Federal Highway Administration. The CONSULTANT will assist the FDOT on behalf of the COUNTY as needed.

3.1.9 Special Public Involvement Requirements

Survey of Waterfront Property Owners and Local Boat Owners Depending on Access via the Existing Bridge to the Anclote River

The CONSULTANT will prepare and distribute a survey to determine the type of boats navigating through/under the Beckett Bridge to access the Anclote River and eventually the Gulf of Mexico. The survey will also be designed to obtain input from waterfront property owners and boat owners located south of the bridge concerning vertical height preferences for a possible replacement bridge.

The CONSULTANT will attempt to follow up with waterfront property owners who do not respond to the survey by visiting the residence and if needed leave a flyer requesting a response.

Newsletters

The CONSULTANT will prepare **two (2)** newsletters as follows:

- One newsletter prior to the Alternatives Public Meeting. This may serve as an invitation to the Alternatives Public Meeting
- One newsletter will be prepared prior to the Public Hearing and may be included in the notification/invitation letters.

The CONSULTANT will pay postage for mailing newsletters.

Web Site Development and Maintenance

The CONSULTANT will provide initial content and updates for the duration of the study for the COUNTY to utilize on its website.

Videos and Renderings

1. Build a 3D Model of the two Proposed Bridges

The CONSULTANT will construct a CAD 3D model of each bridge alternative that will include the new bridge deck, approach piers, bascule section, control towers and pedestrian improvements. All necessary details will be added, such as, retaining walls, pavement striping, signage, lighting,

sidewalks, landscaping and railing if the data is available. The final product will be created in 3D Studio Max.

2. Align 3D Model to field photographs

Photos will be taken from both adjacent property and roadway views. The proposed designs will be aligned with the field photographs to show the future conditions for each bridge alternative. Five (5) images of each alternative will be prepared.

3. Render and Print Proposed Images

Proposed images will be rendered and or printed for the purpose of verifying accuracy and for in house review by design team and client.

4. Video Animation (*This task is an Optional Service*)

The CONSULTANT will create a 3D animated video that will show a flyover of the bridge corridor. This animation will be from a helicopter perspective approximately 400 ft. above the ground, it will travel the length of the project in one direction. A separate animation for each alternative will be prepared.

Each animation will be 60 to 90 seconds in length. There will be vehicle traffic shown on the future conditions. This traffic will not represent any traffic data projections or forecasts, it is for visual enhancement only.

Comments and Coordination Report

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

3.1.10 Quality Control

All documents distributed to the public shall receive a detailed check by the COUNTY prior to distribution.

3.2 ENGINEERING ANALYSIS AND REPORTS

The CONSULTANT shall coordinate and perform the appropriate level of engineering analysis for this project as outlined in Part 1, Chapter 9 of the PD&E Manual and the appropriate sections.

Data Collection

The CONSULTANT shall immediately begin preliminary assessments of the study corridor from an engineering standpoint. This task is largely of a data gathering nature. This activity consists of collecting various information and materials relative to the performance of engineering analyses within the study area. The information should include all data necessary to perform adequate evaluation of the location and design of a transportation facility (as defined by the project limits in the project description).

3.2.1 Field Review

The CONSULTANT shall conduct all anticipated field trips needed to collect engineering data.

3.2.2 Aerial Photography

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

The CONSULTANT will furnish the necessary aerial photography to be used in the study. Aerial photography shall be prepared for the following uses at the noted ratios:

Overall Project Location Map	1"=1000'
Drainage master Plan	1"=100'
Alternative Plans	1"= 30'

3.2.3 Survey Coordination

This task is for the CONSULTANT to coordinate with the survey sub consultant and the County Survey Division regarding project requirements, review of survey data, and scheduling.

3.2.4 Existing Roadway Characteristics

The CONSULTANT will document the existing roadway characteristics.

3.2.5 Existing Structure Characteristics

The CONSULTANT will document the existing structures characteristics.

3.2.6 Traffic Data

The most recent traffic counts available from the County and/or FDOT will initially be gathered and reviewed. Based upon the review, traffic data will be collected at those locations where there are no traffic counts available that are less than one (1) year old. Daily counts will be conducted for up to seventy-two (72) hours and peak hour turning movement counts will be conducted from 7:00 to 9:00 a.m. and from 4:00 to 6:00 p.m.

The CONSULTANT will furnish 24-hour traffic machine counts along Riverside Drive and will obtain other necessary vehicle counts and data along possible detour / alternative routes.

3.2.7 Crash Data

The COUNTY will provide the CONSULTANT with five (5) years of crash data. The data shall include the number and type of accidents, accident locations, number of fatalities and injuries, and estimates of property damage and economic loss.

3.2.8 Existing Signage Inventory

NA (Interstate Projects Only)

3.2.9 Utilities (Railroads N/A)

The CONSULTANT will evaluate potential impacts to utilities within the project limits in accordance with Part 2, Chapter 10 of the PD&E Manual.

3.2.10 Transportation Plans

The CONSULTANT shall obtain plans for all modes of transportation including surface, transit and non-motorized modes. The following plans or studies should be obtained:

- Pinellas County Metropolitan Planning Organization Long Range Transportation Plan.
- Local Comprehensive Plans; city and county.
- Transit; rail, bus, other.
- Non-motorized modes, including bikeways and pedestrian walkways.

3.2.11 Soils

The CONSULTANT shall review the United States Department of Agriculture, Geological Survey, Soil Conservation Service Maps and summarize the findings. The geotechnical study will consist of an evaluation of existing technical reports previously performed for the Beckett Bridge. The CONSULTANT will make recommendations during the PD&E Phase for any additional soil borings that may be necessary to adequately determine foundation needs for the proposed structure. The borings will not be performed during the PD&E Phase but will be performed in the Final Design Phase (unless contingency funds are available during PD&E). The evaluation will consist of preliminary recommendations for deep foundations for the bridge and soil suitability for roadway embankment, bridge embankment, drainage facilities and ponds. The geotechnical engineer will make a field reconnaissance of the site to observe the existing structures and land/water features. A report will be provided that includes a summary of the available data and recommendations. Potential construction impacts from pre-drilling, vibrations and sound will also be provided.

3.2.12 Base Map

The CONSULTANT shall develop a CADD database that includes existing characteristics. CADD data base information shall be compatible for use on aerial photography used for public hearing presentations, and alternative plans.

Scale: 1"=30"

Needs

The CONSULTANT shall establish and/or verify the purpose and need for the removal, rehabilitation or replacement of the existing bridge as outlined in Part 2, Chapter 5 of the PD&E Manual.

3.2.13 Safety

Based on the information obtained from the crash data, the CONSULTANT shall identify needs associated with the safety of the existing facility within the project limits.

3.2.14 Analysis of Existing Conditions

The CONSULTANT shall analyze the existing conditions in order to identify any deficiencies that are to be identified in the Needs Section.

3.2.15 Purpose and Needs Statement

The CONSULTANT shall update and verify the purpose and need for the project from the Programming Summary Report as outlined in **Part 2, Chapter 5 of the PD&E Manual**.

Design Analysis

Utilizing the data collected as part of this scope of work, the CONSULTANT shall perform the engineering analysis necessary to complete the project development process. The task of engineering analysis will be ongoing throughout the duration of the project and will be performed with consideration to the results of the environmental impacts analysis.

The CONSULTANT shall develop and analyze alternate conceptual design alternatives. The development of the design alternatives shall consider the desires of the community with respect to landscaping, aesthetics, or other special features in order to satisfy the requirements of the FDOT'S policy on Transportation Design for Livable Communities.

The CONSULTANT shall develop and evaluate all viable alternatives in order to address the project needs.

3.2.16 Corridor Analysis

An in-depth Corridor Analysis is not required for this study. However, the CONSULTANT shall document that the existing corridor is the only feasible corridor for the project, and why other corridors were not considered in the Project Development Summary Report (PDSR).

3.2.17 Traffic Analysis

Design Traffic

The CONSULTANT will use the latest available version of the Tampa Bay Regional Planning Model (TBRPM) to develop future year daily traffic projections for the "Build" and "No-Build" Alternatives. The TBRPM is based on the Florida Standard Urban Transportation Modeling Structure (FSUTMS) and is recognized by both FDOT District Seven, as well as the Tampa Bay Area Metropolitan Planning Organizations (MPOs) as the accepted travel demand forecasting tool. The TBRPM validation year is 2006 and also includes the cost feasible network and socioeconomic (SE) data sets for the years 2025 and 2035. For modeling purposes of this project, the "Build" alternative will assume that the bridge is either maintained or replaced, while the "No-Build" alternative will assume that the existing bridge is either under construction or permanently removed and traffic is diverted to adjacent facilities.

The SE data for the Opening Year (2018) will be developed from the linear interpolation of the SE data sets from the 2006 and 2035 models while the SE data for the Design Year (2038) will be developed by extrapolation of the 2035 data to 2038.

The CONSULTANT shall code the TBRPM roadway networks associated with the "Build" and "No-Build" Alternatives for the Opening Year (2018) and the Design Year (2038) and run the model to obtain an estimate of the future year Peak Season Weekday Average Daily Traffic (PSWADT) volumes that would be expected to be present on the study roadway network. The CONSULTANT shall convert the PSWADT volumes to Average Annual Daily Traffic (AADT) volumes using the appropriate Model Conversion Factor (MOCF). The AADT volumes will be multiplied by an annual growth factor to determine the 2038 Design Year volumes. All AADT volumes will be checked for reasonableness by reviewing the resulting traffic growth rates on a link-by-link basis. Manual adjustments to the traffic assignments and traffic projections may be necessary and will be properly documented and coordinated with the COUNTY.

The CONSULTANT will develop a.m. and p.m. peak hour volumes for the Opening Year (2018) and Design Year (2038) for the "Build" and "No-Build" Alternatives using the applicable traffic factors obtained from the traffic counts.

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

The CONSULTANT will summarize in graphical and tabular format the AADT, a.m., and p.m. peak hour volumes developed for the "Build" and "No-Build" Alternatives in the Design Traffic Technical Memorandum.

Traffic Operational Analysis

The CONSULTANT will conduct an analysis of the existing traffic conditions within the study area to provide an existing operational baseline for comparison of the "Build" and "No-Build" Alternatives.

The CONSULTANT will perform intersection and arterial capacity analyses for the Opening Year (2018) and Design Year (2038) of the alternatives being considered. Alternatives will include assessment of potential impacts to those facilities located adjacent to the bridge corridor that may be used in the event of bridge construction (i.e. Maintenance of Traffic conditions) and during permanent removal of the structure.

All traffic analyses will be conducted using either the *Highway Capacity Manual* (with the associated *Highway Capacity Software*), Synchro Version 7, and/or VISSIM and will include major signalized and unsignalized intersections and roadway segments in the study area.

The CONSULTANT will summarize in graphical and/or tabular format the levels of service and/or delays resulting from all analyses in the Design Traffic Technical Memorandum.

Traffic Detour Analysis

The CONSULTANT shall perform traffic analyses for any proposed detour routes. Consideration will be given to feasibility of the alternative corridors, length of the detour, effect on travel time and delay, and emergency vehicles access and response time. The volumes used in the analyses will be obtained from the "No-Build" alternative design traffic. It is anticipated that, at a minimum, the following roadway facilities and intersections will be analyzed as potential detour routes around Whitcomb Bayou:

- Whitcomb Drive (from East Tarpon Avenue to Riverside Drive),
- Meres Boulevard (from Alt. US 19 to S. Florida Avenue), and Klosterman Road-Carlton Road-Curlew Road (from Alt US 19/US 19 to Florida Avenue).

Design Traffic Memo

The CONSULTANT will prepare a Design Traffic Technical Memorandum. This memorandum will document traffic volumes and existing traffic operations for existing conditions, the methodology used in developing the traffic demand, the design traffic volumes for Opening (2018) and Design (2038) years, and the results of the traffic operational analyses for the Opening (2018) and Design (2038) Years.

The Opening and Design Year traffic projections will be used during the study of conceptual design alternatives, determination of the detour route and for the analysis of noise impacts and air quality assessments.

3.2.18 Typical Section Analysis

The CONSULTANT shall develop appropriate typical section alternatives for the project giving consideration to minimizing right of way needs and impacts to private property, and providing for pedestrians and cyclists. A Typical Section Package will be prepared and submitted.

3.2.19 Bridge and Roadway Design Alternatives

The CONSULTANT shall develop five (5) alternatives for the project including No-Build, No-Build with removal of the existing bridge, Rehabilitation of the existing bridge, replacement of the existing bridge with a movable bridge and replacement of the existing bridge with a new fixed bridge. The bridge alternatives shall be preliminarily discussed with the United States Coast Guard (USCG) to determine level of acceptance of the alternative, minimum clearance, and any issues to be addressed relative to the alternatives.

3.2.20 Prepare Alternative Concept Plans

The CONSULTANT will overlay Concept Plans on the base maps. At a minimum, the concept plans should include the horizontal and vertical alignments, the intersection turn lane requirements and access for adjacent development.

The CONSULTANT will prepare concepts that address roadway modifications required to address traffic circulation issues if the bridge is permanently removed.

3.2.21 Drainage and Floodplain Analysis and Pond Siting Report

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

The CONSULTANT shall prepare a "Conceptual Drainage Design/Pond Siting Report" for the project in accordance to the FDOT's Stormwater Facilities Handbook and the COUNTY'S Pond Design Criteria. A maximum of three (3) alternative pond locations shall be identified to meet permitting requirements, if required.

In accordance with Part 2, Chapter 24 of the PD&E Manual, the CONSULTANT will prepare a Location Hydraulics Report in accordance with the PD&E Manual.

3.2.22 Structures

The CONSULTANT will evaluate conceptual structures including economical structure types and vertical and horizontal alignments. The CONSULTANT will give consideration to the constructability of the proposed bridge and transport of its parts and components. Consideration will also be given to the method of demolishing the existing structure.

The CONSULTANT will perform load ratings for the existing bridge.

3.2.23 Access Management

The CONSULTANT shall develop access to all adjacent properties as part of the alternatives development.

3.2.24 Multi-modal Accommodations

The CONSULTANT will incorporate pedestrian and bicycle facilities in the development and evaluation of alternatives. All pedestrian facilities shall comply with the American with Disabilities Act.

3.2.25 Maintenance of Traffic Analysis

The CONSULTANT will analyze the design alternatives for constructability, and the ability to maintain traffic. If the analysis indicates that there will be a substantial cost to maintain traffic, this cost will be included in the final estimate for that alternative.

The CONSULTANT will evaluate the traffic impacts of providing a detour around Whitcomb Bayou. Traffic re-routings will be performed for the year of construction and operational analyses conducted for the intersection of Meres Boulevard at US Alternate 19.

3.2.26 Geotechnical Coordination

This task is for the CONSULTANT to coordinate with the geotechnical sub consultant regarding project requirements, review of geotechnical data, and scheduling.

3.2.27 Intelligent Transportation Systems – N/A

3.2.28 Utilities

Based on the coordination with the utility companies along the project the CONSULTANT shall prepare a Utility Assessment Package as described in Part 2, Chapter 10 of the PD&E Manual.

3.2.29 Other Engineering Services

Vessel Log Analysis

The CONSULTANT will review existing bridge tender logs and perform an analysis of the frequency of bridge openings and types of vessels requiring bridge openings. The results will be summarized in a memorandum.

Comparative Analysis of Alternatives

The CONSULTANT is to study the rehabilitation or replacement of the Beckett Bridge in Pinellas County, Florida. Five (5) alternatives shall be evaluated:

- No-Build - Maintain Existing Bridge
- No-Build – Remove Existing Bridge (includes alternate routing of traffic)
- Rehabilitation of the Existing Bridge
- Replace with a new Movable Bridge
- Replace with a new Fixed Bridge

Alternate corridors for bridge location will not be required to be evaluated due to the extent of development in the vicinity of the existing bridge. Capacity improvements will not be considered. The project limits extend along Riverside Drive from Chesapeake Drive across Whitcomb Bayou to Forest Avenue in Pinellas County. The complete removal alternative will examine alternative corridors for traffic and the potential relevant impacts to those corridors and traffic. The COUNTY will determine which viable alternative(s) will be evaluated further through the public involvement process and environmental analysis. The possibility exists that the No-Build alternate may be selected at this point.

3.2.30 Comparative Analysis and Evaluation Matrix

After developing the viable alternatives and costs, the CONSULTANT will prepare a matrix comparing the impacts and costs of the alternatives evaluated, with a recommendation of the most viable alternative(s). The CONSULTANT shall present their recommendations to the COUNTY for consideration.

3.2.31 Selection of Preferred Alternative(s)

The CONSULTANT shall recommend a preferred alternative(s) based on a review and analysis of all engineering, environmental, and public involvement issues related to the project.

3.2.32 Conceptual Design Plans (Preferred)

The CONSULTANT will finalize concept plans for the preferred alternative that include refinements from the public hearing.

3.2.33 Identify Construction Segments – NA

3.2.34 Value Engineering

This project will **not** be subject to a Value Engineering (VE) review.

3.2.35 Construction Cost Estimates

The CONSULTANT shall develop construction cost estimates for each design alternative. The cost estimate is to be developed using general quantity estimates from the concept plans and unit prices as agreed to with the COUNTY. Estimates will also be developed using the FDOT District Seven Long Range Estimate (LRE) System.

Life-cycle cost comparisons will be prepared for movable bridge alternatives and alternatives with differing service lives.

Any cost opinions or estimates provided by the CONSULTANT will be on a basis of experience and judgment, but since the CONSULTANT has no control over market conditions or bidding procedures, the CONSULTANT cannot and does not warrant that bids, ultimate construction cost, or project economics will not vary from such opinions or estimates.

3.2.36 Right of Way Cost Estimates

The CONSULTANT will work with the COUNTY to prepare estimates for right of way acquisition and cost estimates for relocation and business damages if required.

Any cost opinions or estimates provided by the CONSULTANT will be on a basis of experience and judgment, but since the CONSULTANT has no control over market conditions or bidding procedures, the CONSULTANT cannot and does not warrant that bids, ultimate construction cost, or project economics will not vary from such opinions or estimates.

3.2.37 Typical Section Package

The CONSULTANT will prepare the Typical Section Package in accordance with the FDOT's Plans Preparation Manual.

3.2.38 Design Exceptions and Variances

The CONSULTANT will identify design exception and variances for each alternative.

3.2.39 Project Development Summary Report (PDSR)

The CONSULTANT will prepare a Project Development Summary Report (PDSR) in accordance with Part 1, Chapter 4 of the PD&E Manual.

3.2.40 Quality Control

The CONSULTANT will perform Independent Technical Reviews (ITR) of the key engineering work products including the following:

Design Traffic Memo

Typical Section Package

Project Development Summary Report

ITR's shall be performed by senior professional staff, not directly involved in the preparation of the work product being reviewed.

3.3 ENVIRONMENTAL ANALYSIS AND REPORTS

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

The CONSULTANT shall utilize the Programming Summary Report and graphical information from the Environmental Screening Tool (EST) available at <http://www.dot.state.fl.us/emo>, or other appropriate database. Data base information shall be compatible for use on base maps used for public presentations, corridor maps, and alternative plans.

The level of effort for the following work activities shall be commensurate with the level of impact identified in the final Programming Summary Report. If the Summary Degree Of Effect from the Final Programming Summary Report is "No Involvement", or "None", for an activity, the activity will be marked N/A in the Scope of Services.

Sociocultural Effects

The CONSULTANT shall collect data regarding the following Sociocultural issues. Pertinent data shall be collected, analyzed and summarized in the appropriate section of the Project Development Summary Report (PDSR). Pertinent data shall also be displayed on the base map, as applicable. These issues shall be analyzed in accordance with Part 2, Chapter 9 of the PD&E Manual and the Sociocultural Effects Evaluation Handbook (available at <http://www.dot.state.fl.us/emo>).

3.3.1 Land Use Changes

The Efficient Transportation Decision Making (ETDM) Screening has resulted in a Summary Degree of Effect of 2-Minimal. Issues identified as needing further study include:

- Plan Consistency: consistency with comprehensive plans, growth management plans and policies, future land use plans, proposed developments and Developments of Regional Impact (DRIs).

- Land Patterns: land uses with aesthetic, recreational, or community use values, open space, potential for sprawl, and the character of the neighborhoods.

3.3.2 Social

The ETDM Screening has resulted in a Summary Degree of Effect of Minimal (2). Issues identified as needing further study include:

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

3.3.3 Economic

The ETDM Screening has resulted in a Summary Degree of Effect of Minimal (2). Issues identified as needing further study include:

- Commerce: business and/or business district access, visibility, traffic patterns, and parking issues. Input from business interests along the corridor.

3.3.4 Mobility

The ETDM Screening has resulted in a Summary Degree of Effect of Enhanced (1). Issues identified as needing further study include:

Accessibility: transit facilities, intermodal connectivity, transportation disadvantaged access, bicycle and pedestrian issues, walkability, emergency response and evacuation routes, and safety.

3.3.5 Aesthetics

The ETDM Screening has resulted in a Summary Degree of Effect of Minimal (2). In accordance with Part 2, Chapter 15 of the PD&E Manual, the following issues will be addressed:

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

3.3.6 Relocation Potential

The ETDM Screening has resulted in a Summary Degree of Effect of Minimal (2). Issues identified as needing further study include:

- Displacements: residential, non-residential, unique facilities and community focal points.
- Conceptual Stage Relocation Plan: It is not anticipated that any relocations will result from any viable alternatives. Accordingly, a Conceptual Stage Relocation Plan will not be prepared for this project.

Cultural Resources

3.3.7 Archaeological and Historical Sites

The ETDM Screening has resulted in a Summary Degree of Effect of Moderate (3)

It is imperative to obtain a determination from the State Historic Preservation Officer (SHPO) concerning the eligibility of the Beckett Bridge for listing in the National Register of Historic Places (NRHP) as soon as possible after Notice to Proceed (NTP). Accordingly, the CONSULTANT will prepare a Determination of Eligibility (DOE) immediately after NTP and request a determination from SHPO.

The CONSULTANT shall collect data necessary to completely analyze the impacts to all cultural and historic resources by all proposed alternatives and prepare a Cultural Resource Assessment Survey Report as described in Part 2, Chapter 12, of the PD&E Manual. Concurrence with the findings of the report will be obtained from SHPO.

A Cultural Resources Advisory Committee will be established at the onset of the project to address the eligibility of the bridge with the historic preservation community.

If the Beckett Bridge is determined to be eligible for listing in the NRHP, and an alternative is selected which involves removal or rehabilitation of the existing bridge, the following documents may be required. Proceeding with preparation of these documents will require authorization from the COUNTY.

- a. Section 106 Case Study will be prepared to document adverse impacts to the historic resource.

If the bridge is determined by SHPO to be NRHP eligible and if SHPO determines that adverse effects will occur as a result of removal or rehabilitation of the bridge, the process required by Section 106 of the National Historic Preservation Act will be followed to address eligibility, effects and mitigation options. This process will include the following:

1. Soliciting input from the Cultural Resources Committee.
2. If Mitigation is required, a Memorandum of Agreement among the COUNTY, SHPO, USCG and the Federal Highway Administration (FHWA) will be prepared.

3.3.8 Section 4(f)

The ETDM Screening has resulted in a Summary Degree of Effect of Moderate.

The ETDM Summary Report indicates that a Section 4(f) Determination of Applicability (DOA) shall be prepared for this project due to the Pinellas County Aquatic Preserve Management Plan statement that its significant purposes include a waterfowl and wildlife refuge function and/or a recreation function. However, FHWA concurred that there was no Section 4(f) involvement on a recent similar project crossing the Pinellas County Aquatic Preserve. Accordingly, it is anticipated that a Section 4(f) DOA will not be required.

The CONSULTANT will prepare a justification for this position and coordinate with the Department's ETDM Coordinators to facilitate resolution of this issue with FHWA.

If the Beckett Bridge is determined to be eligible for listing in the NRHP, preparation of a Section 4(f) Evaluation will be required by FHWA. It is anticipated that the project will qualify for a Programmatic Section 4(f) Evaluation. The CONSULTANT will prepare the Section 4(f) Evaluation in accordance with the FDOT PD&E Manual. This task is considered an "Optional Service".

Natural Impacts

3.3.9 Wetlands and Essential Fish Habitat

The ETDM Screening has resulted in a Summary Degree of Effect of Moderate (3).

Data Collection – Wetlands

The CONSULTANT will collect and review available data pertaining to wetlands in the project area in accordance with Part 2, Chapter 18 of the PD&E Manual. The analysis and results will be documented in a combined Wetlands Evaluation/Essential Fish Habitat (EFH) Technical Memorandum. This technical memorandum will be coordinated with resource and regulatory agencies for their input and concurrence.

A seagrass survey will be conducted to identify potential seagrass in the bridge vicinity.

Wetland jurisdictional boundaries (including areas of seagrass if applicable) will be located with hand held GPS units.

Data Collection – Essential Fish Habitat

The CONSULTANT will conduct an EFH Assessment and coordinate the assessment with the National Marine Fisheries Service in accordance with Part 2, Chapter 11 of the PD&E Manual. The analysis and results will be documented in a combined Wetlands Evaluation/ EFH Technical Memorandum.

Conceptual Mitigation Plans

The CONSULTANT will identify possible conceptual mitigation plans if required in accordance with Part 2, Chapter 18 of the PD&E Manual. Detailed mitigation plans will not be prepared as part of this contract.

Analysis & Report – Wetlands/Essential Fish Habitat

In accordance with Part 2 Chapter 18 of the PD&E Manual. The CONSULTANT will prepare a combined Wetlands and Essential Fish Habitat Technical Memorandum.

3.3.10 Water Quality

The ETDM Screening has resulted in a Summary Degree of Effect of Moderate (3).

In accordance with Part 2, Chapter 20 of the PD&E Manual. A Water Quality Impact Evaluation will be prepared.

3.3.11 Special Designations

The ETDM Screening has resulted in a Summary Degree of Effect of Substantial (4).

Potential for impacts to Special Designations identified for this project will be evaluated in accordance with Part 2, Chapters 19, 21, and 23, of the PD&E Manual, respectively.

Special Designations within the project corridor include:

Outstanding Florida Waters, Wild and Scenic Rivers, and Aquatic Preserves

3.3.12 Wildlife and Habitat

The ETDM Screening has resulted in a Summary Degree of Effect of Moderate (3).

The CONSULTANT will evaluate the potential for impact to listed wildlife species in accordance with Part 2, Chapter 27 of the PD&E Manual. The analysis and results will be documented in a Biological Assessment Technical Memorandum. This technical memorandum will be coordinated with resource and regulatory agencies for their input and concurrence.

3.3.13 Identify Permit Conditions

The CONSULTANT shall identify permit conditions, and type of permits required. This task includes the review of maps and data in order to determine permit related information for the project.

3.3.14 Farmlands (N/A)

The ETDM Screening has resulted in a Summary Degree of Effect of None (0).

Physical Impacts

3.3.15 Noise

Alternatives that will result in a "substantial vertical alteration" as defined by Part 2, Chapter 17, Section 17-2 (updated May 25, 2011) of the PD&E Manual will be evaluated for this study. Accordingly, the project is considered Type 1 and a noise study is required. The CONSULTANT will conduct a Noise Study and prepare a Noise Study Report in accordance with Part 2, Chapter 17 of the PD&E Manual.

3.3.16 Air Quality

In accordance with Part 2, Chapter 16 of the PD&E Manual.

3.3.17 Construction Impact Analysis

In accordance with Part 2, Chapter 30 of the PD&E Manual.

3.3.18 Contamination

The CONSULTANT shall perform the necessary analysis to complete the Contamination Screening Evaluation for all proposed alternatives as described in Part 2, Chapter 22, of the PD&E Manual. The analysis and results will be documented in a Contamination Screening Evaluation Technical Memorandum.

National Emissions Standards for Hazardous Air Pollutants (NESHAP) Asbestos and Protective Coatings Survey Report: The CONSULTANT shall perform an asbestos assessment on the bridge structure using the services of a licensed asbestos consultant (LAC) in accordance with FDOT Directive 625-020-020-c, dated July 21, 2009. The structure should also be evaluated for Class V coatings including Lead Based Paint (LBP).

Environmental Reports

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

3.3.19 Class of Action Determination

This project has completed the ETDM process and a Type 2 Categorical Exclusion (CE) is the level of environmental documentation required. The CONSULTANT will prepare the Summary of Environmental Impacts Checklist for Type 2 CEs and supporting documentation for inclusion in the PDSR in accordance with Part 1, Chapter 5 of the PD&E Manual.

The CONSULTANT shall explore and determine whether this class of action can be downgraded to a programmatic categorical exclusion and, if so, then determine the impact on the project alternatives.

If the bridge is determined to be eligible for listing in the NRHP, it is possible that the USCG could require an Environmental Assessment in lieu of a Type 2 CE. The CONSULTANT will coordinate with the USCG and FHWA to address this issue, if warranted.

3.3.20 Environmental Assessment – N/A

(Unless Class of Action Changes as a Result of Coordination with USCG if bridge is determined to be NRHP Eligible)

3.3.21 Finding of No Significant Impact – NA

3.3.22 Draft Environmental Impact Statement – NA

3.3.23 Final Environmental Impact Statement – NA

3.3.24 Quality Control

The CONSULTANT will perform Independent Technical Reviews (ITR) of the following key work products:

Project Development Summary Report (PDSR)
Conceptual Design Roadway Plan Set

ITR's shall be performed by senior professional staff who are not directly involved in the preparation of the work product being reviewed.

3.4 MISCELLANEOUS SERVICES

These services are related to the overall scope of the PROJECT generally and are to be paid for under Basic Services.

3.4.1 Contract and Project Files

Project Management efforts for complete setup and maintenance, developing monthly progress reports, schedule updates, work effort to develop and execute sub-consultant agreements etc. Progress reports shall be delivered to the COUNTY in a format as prescribed by the COUNTY and no less than ten (10) days prior to submission of the corresponding invoice. Judgment on

whether work of sufficient quality and quantity has been accomplished will be made by the Project Manager by comparing the reported percent complete against actual work accomplished.

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

3.4.2 Project Management Meetings and Coordination

The CONSULTANT shall meet with the COUNTY as needed throughout the life of the project. Monthly progress meetings will be conducted by teleconference and will include participation by the CONSULTANT'S Project Manager and key technical staff, including subconsultants. Project team workshops will be held at 14 S. Fort Harrison Ave, Clearwater, Florida, or other prescribed county office, on an as needed basis to coordinate work and plan for public meetings and/or workshops. The CONSULTANT'S Project Manager and key technical staff, including subconsultants that are responsible for the work items to be discussed shall attend project team workshops. The following number of meetings is anticipated:

- 18 Monthly Progress Meetings
- 6 Project Team Workshops

3.4.3 Survey

The CONSULTANT shall perform survey tasks in accordance with all applicable statutes, manuals, guidelines, standards, handbooks, procedures, and current design memoranda.

The CONSULTANT shall submit all survey notes and computations to document the surveys. All field survey work shall be recorded in approved media and submitted to the COUNTY. Field books submitted to the COUNTY must be of an approved type. The field books shall be certified by the surveyor in responsible charge of work being performed before the final product is submitted.

The survey notes shall include documentation of decisions reached from meetings, telephone conversations or site visits. All like work (such as bench lines, reference points, etc.) shall be recorded contiguously. The COUNTY may not accept field survey radial locations of platted subdivision lot and block corners, alignment control points and alignment control reference points. The COUNTY may instead require that these points be surveyed by true line, traverse or parallel offset.

3.4.3.1 Horizontal Project Control (HPC)

The COUNTY will provide a Project Control Survey. The CONSULTANT will establish supplemental control as needed for pond site survey and soundings.

3.4.3.2 Vertical Project Control (VCP)

The COUNTY will provide a Project Control Survey. The CONSULTANT will establish supplemental control as needed for pond site survey and soundings.

3.4.3.3 Alignment and/or Existing Right of Way Lines (N/A)

The COUNTY will provide survey for existing Right of Way.

3.4.3.4 Aerial Targets

Place, locate, and maintain required aerial targets and/or photo identifiable points. Includes analysis and processing of all field collected data, existing maps, and/or reports. Placement of the targets will be at the discretion of the aerial firm.

3.4.3.5 Reference Points (N/A)

3.4.3.6 Topography/Digital Terrain Model (DTM) (3D)

To be provided by the COUNTY.

3.4.3.7 Planimetric (2D) (N/A)

3.4.3.8 Roadway Cross Sections/Profiles (N/A)

3.4.3.9 Side Street Surveys (N/A)

3.4.3.10 Underground Utilities (N/A)

3.4.3.11 Outfall Survey (N/A)

3.4.3.12 Drainage Survey (N/A)

3.4.3.13 Bridge Survey (Minor)

Locate required above ground features and improvements (bridge ends and bulkheads) for the limits of the bridge. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

3.4.3.14 Channel Survey

Locate all topographic features and improvements for the limits of the project by collecting the required data. Includes field edits, analysis and processing of all field collected data, maps, and/or reports.

3.4.3.15 Pond Site Survey

Locate all above ground features and improvements for the limits of the proposed pond sites by collecting the required data for the purpose of creating a DTM with sufficient density. Shoot all break lines, high and low points. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

3.4.3.16 Mitigation Survey (N/A)

3.4.3.17 Jurisdiction Line Survey (N/A)

3.4.3.18 Geotechnical Support (N/A)

3.4.3.19 Sectional/Grant Survey (N/A)

3.4.3.20 Subdivision Location (N/A)

3.4.3.21 Maintained R/W (N/A)

3.4.3.22 Boundary Survey (N/A)

3.4.3.23 Water Boundary Survey (N/A)

3.4.3.24 Right of Way Staking / Right of Way Line (N/A)

3.4.3.25 Right of Way Monumentation (N/A)

3.4.3.26 Line Cutting (N/A)

3.4.3.27 Work Zone Safety

Provide work zone as required by COUNTY standards.

3.4.3.28 Miscellaneous Surveys

The COUNTY will provide survey for the State Submerged Land Easement.

3.4.3.29 Supplemental Surveys (N/A)

3.4.3.30 Document Research (N/A)

3.4.3.31 Field Review

Perform verification of the field conditions as related to the collected survey data.

3.4.3.32 Technical Meetings

Attend meetings as required and negotiated by the Surveying and Mapping Department.

3.4.3.33 Quality Assurance (QA)/Quality Control (QC)

Establish and implement a plan. Also includes subconsultant review, response to comments and any resolution meetings if required, preparation of submittals for review, etc.

3.4.3.34 Supervision

Perform all activities required to supervise and coordinate project. These activities must be performed by the Project Supervisor, a Florida P.S.M. or their delegate as approved by the COUNTY.

3.4.3.35 Coordination

Coordinate survey activities with other disciplines. Unit is based on three percent (3%) of office support hours from Tasks 1 through 27 where applicable.) These activities must be performed by the Project Supervisor, a Florida P.S.M. or their delegate as approved by the COUNTY.

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

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

- Project data currently on file.
- All available information in the possession of the COUNTY pertaining to utility companies whose facilities may be affected by the proposed construction.

- All future information that is in possession or may come to the COUNTY pertaining to subdivision plans, so that the CONSULTANT may take advantage of additional areas that can be utilized as part of the existing right-of-way.
- Existing COUNTY right-of-way maps and survey data noted in Section 3.4.3.
- The COUNTY will provide available crash data.
- The COUNTY will create a project website which will be hosted and maintained on the COUNTY'S server. The CONSULTANT will provide initial content and updates for the duration of the study.

SECTION 5 PAYMENT GUIDELINES AND CATEGORY OF SERVICES

5.1 BASIC SERVICES

The services described and provided for under Section 3 shall constitute the Basic Services to be performed by the CONSULTANT under this Agreement.

5.2 OPTIONAL SERVICES

Services noted in Section 3 as "optional" shall constitute the Optional Services to be performed by the CONSULTANT under this Agreement. Those services are specifically noted in Section 3.1.9 paragraph 4 Video Animation; Section 3.3.7 paragraph a. and parts 1 and 2; Section 3.3.8 (preparation of a Section 4(f) evaluation).

Optional Services shall be rendered by the CONSULTANT only upon written authorization by the COUNTY'S Executive Director of the Department of Environment and Infrastructure or designee.

5.3 CONTINGENCY SERVICES

When authorized in writing by the COUNTY'S Executive Director of the Department of Environment and Infrastructure or designee, the CONSULTANT shall furnish services resulting from unforeseen circumstances not anticipated under Basic or Optional Services.

5.4 ADDITIONAL SERVICES

When executed by the 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 the PROJECT. Additional Services shall be classified as any change beyond the Contingency Services upset limit for compensation.

5.5 INVOICING

The CONSULTANT shall submit invoices for payments due as provided herein with such documentation as required in this Agreement, 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." The County may dispute any payments invoiced by CONSULTANT in accordance with the County's Invoice Payments Dispute Resolution Process 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.

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 the PROJECT. Billings shall be for the percentage of work effort completed to date for the PROJECT. 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.

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 and invoices shall be mailed to the attention of Jorge Quintas, P.E., Director of Engineering and Technical Support, DEI.

Invoices should be sent directly to the County's Accounts Payable Department for processing. Invoice information should include:

- Vendor name
- Remittance address
- Invoice number
- Date
- Amount due
- Any other details on goods or services
- Purchase order number
- Name of County Department that ordered the goods or services
- Name and phone number of the County contact person

If the invoice is missing any information, payment may be delayed.

Send invoices via US Postal Service to:

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

Invoices may also be sent via email to: FinanceAccountsPay@pinellascounty.org with the word INVOICE in subject line.

Questions regarding this process can be forwarded to same email address above and place QUESTION in the subject line.

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 6 COMPENSATION TO THE CONSULTANT

6.1 For the BASIC SERVICES provided for in this Agreement, as defined in Section 5.1, the COUNTY agrees to pay the CONSULTANT as follows:

A Lump Sum Fee of: One Hundred Ninety-Five Thousand Two Hundred Eighty-Four Dollars and Seven Cents (\$195,284.07) for the Public Involvement tasks of the PROJECT.

A Lump Sum Fee of: Three Hundred Fifty-Eight Thousand Nine Hundred Eighty-Three Dollars and Sixty-Seven Cents (\$358,983.67) for the Engineering Analysis and Reports tasks of the PROJECT.

A Lump Sum Fee of: One Hundred Thirty-Two Thousand Two Hundred Sixty-Eight Dollars and Twenty-Two Cents (\$132,268.22) for the Environmental Analysis and Reports tasks of the PROJECT.

The above fees shall constitute the total not to exceed amount of Six Hundred Eighty-Six Thousand Five Hundred Thirty-Five Dollars and Ninety-Six Cents (\$686,535.96) to the CONSULTANT for the performance of the Basic Services.

6.2 For the OPTIONAL SERVICES provided for in this Agreement, as defined in Section 5.2, the COUNTY agrees to pay the CONSULTANT as follows:

A Lump Sum Fee of: Seven Thousand Two Hundred Eighty Dollars and Nine Cents (\$7,280.09) for the Public Involvement tasks of the PROJECT.

A Lump Sum Fee of: Forty Thousand Forty Dollars and Ninety Cents (\$40,040.90) for the Environmental Analysis and Reports tasks of the PROJECT.

6.3 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 Sixteen Thousand One Hundred Forty-Three Dollars and Five Cents (\$16,143.05) for all assignments performed.

6.4 Total agreement amount Seven Hundred Fifty Thousand Dollars (\$750,000).

6.6 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.

6.7 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 7 PERFORMANCE SCHEDULE

The CONSULTANT shall begin work upon written notice to proceed. The project shall be completed within **18 months** of notice to proceed unless otherwise authorized by the COUNTY.

SECTION 8 AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES

8.1 The CONTINGENCY services provided for under this Agreement shall be performed only upon prior written authorization from the Director of the Department of Environment and Infrastructure or designee.

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

8.3 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 9 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.

SECTION 10 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 Engineering and Technical Support or designee.

SECTION 11 RESOLUTION OF DISAGREEMENTS

11.1 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.

11.2 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 12 CONSULTANT'S ACCOUNTING RECORDS

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

12.2 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.

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

12.4 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 13 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 14 INSURANCE COVERAGE AND INDEMNIFICATION

14.1 The CONSULTANT shall procure, pay for and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to the COUNTY of one (1) certificate of insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies and all endorsements whether or not required by the COUNTY, and listing all carriers issuing said policies; and (2) upon request, a certified copy of each policy including all endorsements. The insurance requirements shall remain in effect throughout the term of the Agreement.

14.1.1 Workers' compensation in at least the Limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.

14.1.2 Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises-Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Agreement, with limits of liability for personal injury and/or bodily injury, including death of not less than \$500,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.

14.1.3 Professional Liability Insurance (including Errors and Omissions) with minimum limits of \$1,000,000 per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the PROJECT with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage," CONSULTANT may submit annually to the COUNTY a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

14.1.4 Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 each occurrence for bodily injury including death, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000 each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

14.2 Each insurance policy shall include the following conditions by endorsement to the policy:

14.2.1 Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, a notice thereof shall be given to COUNTY by certified mail to: Executive Director of the Department of Environment and Infrastructure, and the Director of Risk Management at 400 South Ft. Harrison Avenue, Clearwater, FL, 33756. CONSULTANT shall also notify COUNTY, in a like manner, within twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal or material change in coverage received by said CONSULTANT from its insurer; and nothing contained herein shall absolve CONSULTANT of this requirement to provide notice.

14.2.2 Companies issuing the insurance policy, or policies, shall have no recourse against COUNTY for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of CONSULTANT.

14.2.3 The term COUNTY or PINELLAS COUNTY in this Section 14 shall include the Board of County Commissioners, and all Authorities, Boards, Bureaus, Commissions, Divisions,

Departments, and all individual members, officers, and employees of such entities, while acting on behalf of Pinellas County.

14.2.4 Pinellas County shall be endorsed to the required policy or policies as an additional insured, exclusive of Professional Liability Insurance, and Workers' Compensation Insurance.

14.2.5 The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by COUNTY to any such future coverage, or to COUNTY'S Self-Insured Retentions of whatever nature.

The CONSULTANT hereby waives subrogation rights for loss or damage against the COUNTY.

14.3 To the maximum extent permitted by Florida law, the CONSULTANT shall defend, indemnify and hold harmless the COUNTY, its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY, whether resulting from any claimed breach of this Agreement by the CONSULTANT or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT or anyone employed or utilized by the CONSULTANT in the performance of this Agreement.

The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the CONSULTANT, the COUNTY and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the CONSULTANT. The CONSULTANT'S obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the COUNTY or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

SECTION 15 INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

SECTION 16 E-VERIFY

The CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of this Agreement, and shall expressly require any subconsultants performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant during the term of the Agreement.

SECTION 17
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 18
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 19
ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS

The CONSULTANT shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the COUNTY. In the event of a corporate acquisition and/or merger, the CONSULTANT shall provide written notice to the COUNTY within thirty (30) business days of the CONSULTANT'S notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the COUNTY, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the COUNTY awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the Request for Proposal (RFP), without exception shall constitute approval for purpose of this Agreement.

SECTION 20
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 21
TERMINATION OF AGREEMENT

21.1 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 the COUNTY. Alternatively, at the COUNTY'S discretion, the COUNTY may provide to the CONSULTANT thirty (30) days to cure the breach. Where notice of breach and opportunity to cure is given, and the CONSULTANT fails to cure the breach within the time provided for cure, the COUNTY reserves the right to treat the notice of breach as notice of intent to cancel the Agreement for convenience.

21.2 If the 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.

21.3 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.

21.4 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 22 AGREEMENT TERM

This Agreement will become effective on the date of execution first written above and shall remain in effect for **two (2)** years, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment.

SECTION 23 CONFLICT OF INTEREST

23.1 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.

23.2 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 24 EXTENT OF AGREEMENT

This Agreement represents, together with all Exhibits, 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 25 PUBLIC ENTITY CRIMES

The CONSULTANT is directed to the Florida Public Entity Crimes Act, Section 287.133, Florida Statutes, specifically section 2(a), and the COUNTY'S requirement that the CONSULTANT comply with it in all respects prior to and during the term of the Contract.

SECTION 26
TERMS FOR FEDERAL AID CONTRACTS

This Agreement involves the expenditure of federal funds and therefore carries the following terms:

- A. It is understood and agreed that all rights of the COUNTY relating to inspection, review, approval, patents, copyrights, and audit of the work, tracings, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The CONSULTANT shall comply with the Regulations of the U.S. Department of Transportation Title 49 Code of Federal Regulations, Part 21 as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The CONSULTANT, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the CONSULTANT, either by competitive bidding or negotiation for work to be performance under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and is facilities as may be determined by the COUNTY, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the COUNTY, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the COUNTY and/or Florida Department of Transportation shall impose such contract sanction as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
 - 1 Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or
 - 2 Cancellation, termination or suspension of the contract, in whole or in part.

- H. Incorporation of Provisions: The CONSULTANT will include the provisions of Paragraphs C through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulation, order, or instructions issued pursuant thereto. The CONSULTANT will take such action with respect to any subcontract or procurement as the COUNTY, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.
- I. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in its contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of State; and public corporations, boards, and commissions established under the laws of any State.
- K. Participation by Disadvantaged Business Enterprises: The CONSULTANT shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the CONSULTANT and any subconsultant or contractor.

The CONSULTANT, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

- L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United State Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- M. It is understood and agreed that if the CONSULTANT at any time learns that the certification it provided the COUNTY or Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the CONSULTANT shall provide immediate written notice to the COUNTY and Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction" as set forth in 49 CFR, Section 26.510, shall be included by the CONSULTANT in all lower tier covered transactions and in all aforementioned federal regulation.
- N. The COUNTY and Department hereby certifies that neither the CONSULTANT nor the CONSULTANT'S representative has been required by the COUNTY or Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to,
1. Employ or retain, or agree to employ or retain, any firm or person, or
 2. Pay, or agree to pay, to any firm, person, or organization, any fee, contribution donation, or consideration of any kind;

The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

O. The CONSULTANT hereby certifies that it has not:

1. Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. Paid, or agreed to pay, to any firm organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The CONSULTANT further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

[Remainder of Page Intentionally Left Blank]

SECTION 27
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.

E. C. Driver & Associates, Inc., a
Florida Corporation

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: _____
Print Name: _____
Title _____ Date: _____

By: _____
Chairman _____ Date: _____

ATTEST:

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: _____
Print Name: _____
Title: _____ Date: _____

By: _____
Deputy Clerk _____ Date: _____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By: _____
Office of the County Attorney

PINELLAS COUNTY CAPITAL IMPROVEMENT PROJECT (CIP) PROJECT FINANCIAL OVERVIEW

1. Design Phase: ☒ 2. Date:
3. LAP Agreement: ☒

4. Title: Beckett Bridge Project Development & Environment Study (PID 2161) (New PID 000109A)		
5. Anticipated Scope and Description: Prepare a Project Development & Environment Study to determine determine the type of improvements or replacement necessary for the Beckett Bridge.		
6. YEAR OF CONSTRUCTION START: N/A		
7. PROJECT BUDGET:	FY 12 Appropriation	Multi-Year Plan
Professional Services (Architectural/Engineering/Consulting)	\$ 379,300	\$ 750,000
Land/Right of Way/Building Acquisitions	0	0
Construction:	0	0
Testing	0	0
Inter-local	0	0
TOTAL PROJECT BUDGET	\$ (1) 379,300	\$ (2) 750,000
8. FINANCIAL RESOURCES:		
Penny for Pinellas Sales Tax:	\$ 369,035	
Local Option Gas Tax:		
Transportation Impact Fees:		
Grant(s): \$282,965k Federal Transportation, Community, and System Preservation (TCSP) Program; \$98k Federal Earmark	380,965	
Reimbursements:		
Enterprise Revenue (Water, Sewer, Solid Waste, Airport):		
Other:		
TOTAL FINANCIAL RESOURCES	\$ (2) 750,000	
9. Project's First Full Year Estimated Operating Budget Fiscal Impact: ⁽³⁾		
Fiscal Year:	FY 13	
New Positions:	NONE	
Number:	N.A.	
Type:	N.A.	
Total Est. Fiscal Impact (Personal Services, Operating Expenses)	\$ 0	

(1) Amount represents FY 12 appropriation, potential appropriation carryover from FY11 to FY12.

(2) Amount represents current Multi - Year Plan's project estimate and anticipated resources.

(3) Does not apply to current phase.