

CITY OF CLEARWATER, FLORIDA

PROFESSIONAL SERVICES AGREEMENT

With

H.W. LOCHNER, INC.

For

PROFESSIONAL SERVICES FOR
CONSTRUCTION ENGINEERING AND INSPECTION
DRUID TRAIL PHASE IV - FPN 432580-1-68-01

2017

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement"), made and entered into this ____ day of December, 2017 ("Execution Date"), by and between the City of Clearwater, Florida ("City") and H.W. Lochner, Inc. ("Consultant").

NOW THEREFORE in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Consultant agree as follows:

SECTION 1.0 — DEFINITIONS

- 1.1 "Consultant" shall mean H.W. Lochner, Inc.
- 1.2 "Consultant Representative" shall mean any employee, agent, subcontractor, subconsultant, consultant, or other representative of the Consultant.
- 1.3 "City" shall mean City of Clearwater, Florida.
- 1.4 "City's Project Manager" shall mean the individual designated in a Work Order (as defined herein) as the City's Project Manager.
- 1.5 "Day(s)" or "day(s)" shall mean calendar days, unless otherwise set forth in this Agreement.
- 1.6 "Deliverables" shall mean all data, reports, compliance documents, correspondence, the construction documents, and all other materials produced and developed by the Consultant pursuant to this Agreement.
- 1.7 "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo.
- 1.8 "Funding Agency" shall mean any State or Federal Agency that provide funding to the City for any Project.
- 1.9 "Parties" shall mean the City and the Consultant.
- 1.10 "Project" shall mean the project identified in a Work Order.
- 1.11 "Scope of Services" means those services set forth in Section 4.0 and a Work Order that are required to be performed by the Consultant in accordance with the terms and conditions of this Agreement.
- 1.12 "Work Order" shall mean a written document that specifically describes the Project services to be provided by the Consultant, a schedule or timeline for completion of such services, the not to exceed amount for such services and any other terms and conditions required by the City for such services, and any amendments to such Work Order (to the extent such Work Order amendments are permitted

pursuant to Section 18).

- 1.13 "Work" shall mean all the work to construct a Project that is required to be performed by a contractor pursuant to a construction agreement between the City and contractor.

SECTION 2.0— TERM OF AGREEMENT

- 2.1 The initial term of this Agreement shall commence on the Execution Date and remain in effect for two years.
- 2.2 Notwithstanding Section 2.1 above, this Agreement shall remain in effect for the period necessary for Consultant to complete Project services pursuant to a Work Order issued prior to the expiration of the Term of this Agreement (all services pursuant to a Work Order shall be for the same Project as required by Section 18.2).
- 2.3 References in this Agreement to "Term" shall include the initial term of this Agreement and all renewal terms.
- 2.4 Terms and conditions of this Agreement remain in effect and unchanged during the term unless there is a Contract Adjustment (as defined herein) in accordance with Section 18.
- 2.5 Nothing in this section shall limit or affect the City's right to terminate this Agreement (and all services being performed pursuant to Work Orders) in accordance with the termination section set forth in this Agreement.

SECTION 3.0— REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS

- 3.1 The Consultant is professionally qualified to provide the Scope of Services and is licensed to practice architecture or engineering in the State of Florida by all public entities having jurisdiction over the Consultant and the Project.
- 3.2 The Consultant shall be responsible for construction engineering and inspection required by this Agreement.
- 3.3 The Consultant shall maintain all necessary licenses, permits or other authorizations necessary to act as the Consultant and which are required to provide the Scope of Services during the Term of this Agreement.
- 3.4 The Consultant shall exercise that degree of care and skill ordinarily exercised by members of the same profession and shall perform the Scope of Services using reasonable skill and judgment in accordance with sound business, ethical and professional standards.
- 3.5 The Consultant represents that it has or will secure, at its own expense, all personnel required to perform the Scope of Services required by this Agreement.
- 3.6 The Consultant warrants that it 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 Consultant 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 other consideration contingent upon or resulting from the award or making of this Agreement.

- 3.7 The Consultant acknowledges that the Consultant is responsible for the acts and omissions (including negligent, reckless or intentionally wrongful acts and omissions) of any Consultant Representative in the performance of the Scope of Services required by this Agreement.
- 3.8 The Consultant accepts the relationship of trust and confidence established between it and the City by this Agreement. The Consultant covenants with the City to cooperate to furnish professional efforts during the Term of this Agreement that are consistent with reasonable professional practices and the best interest of the City.
- 3.9 The Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all Deliverables furnished, produced and developed by the Consultant under this Agreement.
- 3.10 The Consultant shall maintain Florida Department of Transportation prequalification in Type 10.1 "Roadway CEI" (F.A.C. 14.75.003(5)(i)1.a) and Type 10.3 "Construction Materials Inspection" (F.A.C. 14.74.003(5)(i)1.c) throughout the duration of the project.
- 3.11 The Consultant acknowledges that the City reserves the right to enter into agreements with other firms or entities to assist the City with its review of the Deliverables, any Project component(s), and the Work.
- 3.12 The Consultant represents and warrants that it has the right to access and use all equipment, services, software, computer models, data, routines, technology, other intellectual property incident to providing the Scope of Services required by this Agreement (collectively, the "Intellectual Property"). The Consultant is responsible for any infringement or claim of infringement of any patent, trademark, copyright, trade secret, or other proprietary interest arising out of the Consultant's use of the Intellectual Property.

SECTION 4.0 — SCOPE OF SERVICES

- 4.1 The professional services to be performed by the Consultant are to be on a continuing basis as directed by the City with the emphasis of the Scope of Services placed on the items and categories set forth in Appendix "A" (Work Order Initiation Form).
- 4.2 The detailed services that the Consultant shall perform for the City shall be set forth in a Work Order, which shall, after execution by the Consultant and the City, be incorporated and made a part of this Agreement. A Work Order shall only be amended in strict accordance with this Agreement.

SECTION 5.0 — CITY’S RESPONSIBILITIES

- 5.1 The City shall provide all available information regarding the Project to the Consultant, and shall provide direction to the Consultant consistent with the terms and conditions of this Agreement.
- 5.2 The City shall evaluate the Consultant’s performance upon completion of each Work Order.

SECTION 6.0—COMPENSATION INVOICE

- 6.1 Provided that the Consultant faithfully performs its obligations contained in a Work Order and subject to other terms and conditions of this Agreement, the City hereby agrees to pay the Consultant the not to exceed amount set forth in a Work Order, which amount shall be calculated pursuant to the rate schedule set forth in Appendix “B”. Such fees and costs set forth in Appendix B shall be inclusive of all out-of-pocket expenses, including but not limited to transportation, lodging, meals, materials, and documents required by this Agreement.
- 6.2 The Consultant shall invoice the City on a monthly basis and the City shall pay the Consultant within forty-five (45) days of receipt of such invoice (provided the Consultant is in compliance with the terms and conditions of this Agreement and a Work Order). The monthly invoice shall be in the form and contain the detail required by the City’s Project Manager.
- 6.3 The not to exceed amount set forth in a Work Order may be increased only in strict accordance with this Agreement. Nothing in this Agreement shall be construed as placing any obligation on the City to pay any fees and costs to the Consultant incurred beyond the not to exceed amount set forth in a Work Order or any amendment thereto without the Parties following the Contract Adjustments (as defined herein) procedure set forth in Section 18 of this Agreement.

SECTION 7.0 - NON-COMPENSATED SERVICES

- 7.1 The Consultant shall not be compensated for any services required to correct errors, omissions, or deficiencies in the Deliverables furnished, produced and/or developed by the Consultant or any Consultant Representative.
- 7.2 The Consultant shall not be compensated for any services required to bring any Deliverable(s) in compliance with applicable Laws (e.g., Americans with Disabilities Act and Florida Building Code) in effect at the time such Deliverable(s) was provided to the City in accordance with this Agreement.

SECTION 8.0—INDEMNIFICATION

- 8.1 The Consultant shall indemnify and hold harmless the City, and its officers and employees, (collectively, the “Indemnified Parties”) from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, to the

extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any Consultant Representative in the performance of this Agreement.

- 8.2 The provisions of this section are independent of, and will be limited by, any insurance required to be obtained by the Consultant pursuant to this Agreement or otherwise obtained by the Consultant.

SECTION 9.0 — INSURANCE

- 9.1 The ENGINEER shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives or agents to acquire and maintain) during the term with the City, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A -VII or better. In addition, the City has the right to review the ENGINEER'S deductible or self -insured retention and to require that it be reduced or eliminated.
- 9.2 Specifically the ENGINEER must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims - made basis with a minimum three (3) year tail following the termination or expiration of this Agreement:
- 9.2.1 Commercial General Liability Insurance coverage, including but not limited to, premises operations, products /completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$1, 000,000 (one million dollars) per occurrence and \$ 2, 000,000 (two million dollars) general aggregate
 - 9.2.2 Commercial Automobile Liability Insurance coverage for any owned, non - owned, hired or borrowed automobile is required in the minimum amount of \$1, 000,000 (one million dollars) combined single limit.
 - 9.2.3 Unless waived by the State of Florida, statutory Workers' Compensation Insurance coverage in accordance with the laws of the State of Florida, and Employer's Liability Insurance in the minimum amount of \$100,000 (one hundred thousand dollars) each employee each accident, \$ 100, 000 (one hundred thousand dollars) each employee by disease and \$ 500,000 (five hundred thousand dollars) aggregate by disease with benefits afforded under the laws of the State of Florida. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.
 - 9.2.4 If the ENGINEER is using its own property, or the property of the City or other provider, in connection with the performance of its obligations under this Agreement, then ENGINEER' S Equipment Insurance or

Property Insurance on an "All Risks" basis with replacement cost coverage for property and equipment in the care, custody and control of others is required.

- 9.2.5 Professional Liability Insurance coverage appropriate for the type of business engaged in by the ENGINEER with minimum limits of \$1,000,000 (one million dollars) per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.
- 9.2.6 All of the coverage set forth above and naming the City as an "Additional Insured" on the Commercial General Liability Insurance and the Commercial Automobile Liability Insurance.
- 9.2.7 Florida Department of Transportation shall be added as a certificate holder for any and all required insurance.

SECTION 10.0—OWNERSHIP OF DELIVERABLES

- 10.1 The City shall solely own all Deliverables, including the copyright and all other associated intellectual property rights, produced and developed by the Consultant pursuant to the terms and conditions set forth in this Agreement. All Deliverables shall be submitted to the City prior to the City issuing final payment to the Consultant.

SECTION 11.0—SUBCONTRACTS

- 11.1 The Consultant may hire or use subcontractors or subconsultants in connection with the performance of the Consultant's obligations under this Agreement. Unless context clearly indicates otherwise, the terms "subcontractor" and "subconsultant" shall be interchangeable in this Agreement, and the terms "subcontract agreement" and "subconsulting agreement" shall likewise be interchangeable in this Agreement.
- 11.2 The Consultant shall give advance notification to the City's Project Manager of any proposed subcontract agreement or any change to any existing subcontract agreement. Such advance notice shall include the following:
 - 11.2.1 A description of the supplies or services called for by the subcontract or change to an existing subcontract.
 - 11.2.2 Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected.

11.2.3 The proposed subcontractor price.

11.3 The Consultant shall be responsible for negotiating the terms and conditions of each subcontract agreement. The Consultant is also solely responsible for ensuring that each subcontractor acts in a manner consistent with and in accordance with the terms and conditions of this Agreement. The Consultant shall

require each subcontractor to (i) obtain the same types and amount of insurance and comply with all insurance provisions that are required of the Consultant pursuant to this Agreement (unless otherwise approved by the City in writing) and

(ii) Indemnify and hold harmless the Indemnified Parties to the same extent as the Consultant under this Agreement. The Consultant's retention of a subcontractor does not relieve the Consultant of any of its duties, obligations, or representations under this Agreement.

11.4 The Consultant shall not change a subcontract agreement without the prior written consent of the City's Project Manager. Any consent of the City's Project Manager does not relieve the Consultant from any obligations under this Agreement and does not constitute a waiver of any of the City's rights under this Agreement. The City's Project Manager may, at its discretion, ratify in writing any such subcontract which shall constitute the City's consent as required by this Section 11.4.

SECTION 12.0 — DISPUTES

12.1 Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed of by a supplemental agreement, shall be decided by the City's Project Manager, who shall provide a written decision to the Consultant. The decision of the City's Project Manager shall be final and conclusive, unless within fifteen (15) days from the date of receipt of such copy, the Consultant mails or otherwise furnishes to the City's Project Manager a written notice of dispute.

12.2 In the event a decision of the City's Project Manager is the subject of a dispute, such dispute may be settled by appropriate legal proceeding or, if the Parties mutually agree in writing, through arbitration or administrative process. Pending any binding arbitratative or administrative decision, appeal, or judgment referred to in this Section or the settlement of any dispute arising under this Agreement, the Parties shall proceed diligently with the performance of this Agreement.

12.3 Each party shall be responsible for its own costs and expenses, including legal fees, of any arbitration, administrative proceedings, appeal or suit prosecuted by either party.

SECTION 13.0 — SUSPENSION OF SERVICES

13.1 The City's Project Manager may, at any time, by written order to the Consultant, require the Consultant to suspend, delay, or interrupt all or any part of the Scope of Services required by this Agreement. Any such order shall be specifically identified as a suspension of services order ("Suspension of Services Order").

Upon receipt of a Suspension of Services Order, the Consultant shall forthwith comply with its terms and immediately cease incurrence of further costs and fees allocable to the services covered by the Suspension of Services Order during the period of stoppage of services. This shall include the involvement of any and all subcontractual relationships.

- 13.2 If a Suspension of Services Order issued under this Section is canceled, the Consultant shall resume the Scope of Services within ten (10) calendar days after a Suspension of Services Order is canceled. If an adjustment to the Scope of Services or any other term and condition of this Agreement is required due to a suspension of services pursuant to this Section, the Parties shall follow the Contract Adjustments (as defined herein) procedure as described in Section 18 of this Agreement. Failure to agree to any Contract Adjustments shall be a dispute concerning a question of fact pursuant to Section 12.
- 13.3 If a Suspension of Services Order is not canceled and this Agreement is terminated by the City for convenience, the City shall pay the Consultant costs and fees for services performed up to the effective date of termination, provided such costs and fees are owed to the Consultant pursuant to this Agreement. The Consultant shall provide the City all completed or partially completed Deliverables prior to the receipt of payment for services performed up to the effective date of termination. The foregoing payment shall constitute the Consultant's sole compensation in the event of termination of this Agreement and the City shall have no other liability to the Consultant related to termination of this Agreement. Without limiting the generality of the foregoing, the City shall have no liability to the Consultant for lost profits or lost opportunity costs in the event of termination of this Agreement.

SECTION 14.0 — TERMINATION

14.1 TERMINATION FOR CONVENIENCE

- 14.1.1 The performance of the Scope of Services under this Agreement may be terminated in whole or in part by the City whenever for any reason the City's Project Manager shall determine that such termination is in the best interest of the City. Termination shall be effective one day after delivery to the Consultant of a notice of termination by certified mail specifying the extent to which performance of Scope of Services under this Agreement is terminated.
- 14.1.2 Upon receipt of the notice of termination, the Consultant shall, unless the notice of termination directs otherwise, immediately discontinue performance of the Scope of Services required by this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 14.1.3 The City shall pay the Consultant costs and fees for services performed up to the effective date of termination, provided such costs and fees are owed to the Consultant pursuant to this Agreement. The Consultant shall provide the City all completed or partially completed Deliverables prior to the receipt of payment for services performed up to the effective date of termination. The foregoing payment shall constitute the Consultant's sole compensation in the event of termination of this Agreement by the City for convenience and the

City shall have no other liability to the Consultant related to termination of this Agreement by the City for convenience. Without limiting the generality of the foregoing, the City shall have no liability to the Consultant for lost profits or lost opportunity costs in the event of termination of this Agreement by the City for convenience.

14.2 TERMINATION FOR DEFAULT

14.2.1 The City may terminate this Agreement upon written notice to the Consultant in the event the Consultant defaults on any of the terms and conditions of this Agreement and such failure continues for a period of thirty (30) days following notice from the City specifying the default; provided, however, that the City may immediately terminate this Agreement, without providing the Consultant with notice of default or an opportunity to cure, if the City determines that the Consultant has failed to comply with any of the terms and conditions of this Agreement related to insurance coverage.

14.2.2 In the event of termination of this Agreement pursuant to Section 14.2, the City shall not be obligated to make any further payment to the Consultant hereunder until such time as the City has determined all costs, expenses, losses and damages which the City may have incurred as a result of such default by the Consultant, whereupon the City shall be entitled to set off all costs (including the cost to cover if the City procures similar services from another architect/ engineer), expenses, losses and damages so incurred by the City against any amount due Consultant under this Agreement.

14.3 Nothing contained in this Section 14.0 shall be construed as limiting the City's rights and remedies in the event of termination of this Agreement.

SECTION 15.0—PROHIBITED INTEREST

15.1 No appointed or elected official or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 16.0—FINDINGS CONFIDENTIAL

16.1 Subject to the requirement of Florida laws regarding public records and Section 22.0 of this Agreement, all Deliverables containing "trade secrets," as defined by Florida Statutes section 812.081(1)(c), which are produced or developed by the Consultant or any "trade secret" data available to the Consultant pursuant to this Agreement shall not be made available to any individual or organization, other than any Consultant's Representative by the Consultant without prior written consent from the City. If the City receives Deliverables containing "trade secrets," then the City shall retain such Deliverables pursuant to chapter 119, Florida Statutes. If trade secret information is provided and such Deliverables are marked "confidential," then the City shall exempt such documents from public access and make such documents confidential.

SECTION 17.0—GENERAL PROVISIONS

17.1 Should any section or portion of any section of this Agreement be rendered void,

invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.

- 17.2 Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.
- 17.3 The Consultant shall make no assignment of any of its rights, duties, or obligations under this Agreement without the City's prior written consent, which consent may be withheld by City Council in its sole and absolute discretion.
- 17.4 This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the Parties, their successors and assigns. Venue for any action brought in state court shall be in Pinellas County. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in Clearwater or Pinellas County, in which case the action shall be brought in that division. The Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.
- 17.5 The Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including all Laws related to licensing and permitting, the Americans with Disabilities Act, the Florida Building Code, Equal Employment Opportunity Provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252), the Regulations of the Department of Commerce (15 CFR, Part 8) and Florida laws regarding public records. The Consultant shall also comply with the City's policies and procedures, executive orders and any technical standards provided to the Consultant by the City.
- 17.6 This Agreement has been prepared by the City and reviewed by the Consultant and its professional advisors. The City, Consultant and Consultant's professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or the Consultant or against the City or the Consultant merely because of their efforts in preparing it.
- 17.7 The headings are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.
- 17.8 The Consultant shall keep accurate books, records and documentation related to this Agreement at the address for delivery of notices set forth in this Agreement. All such books, records and documentation shall be kept by the Consultant and shall be open to examination, audit and copying by the City during the Term of this Agreement and for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies, following termination or expiration of this Agreement. The Consultant shall bear the costs

associated with the retention of books, records and documentation.

- 17.9 All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.
- 17.10 This Agreement may be amended only in writing executed by the Parties.
- 17.11 This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them.
- 17.12 Each appendix and Work Order to this Agreement, including attachments to an appendix or Work Order and materials referenced in an appendix or Work Order, is an essential part hereof and is incorporated herein by reference.
- 17.13 No term or condition of this Agreement shall be deemed waived, and no breach of this Agreement excused, unless the waiver or consent is in writing signed by the party granting such waiver or consent.
- 17.14 In the event that either party is delayed in the performance of any act or obligation pursuant to or required by this Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such party is actually delayed by such Force Majeure Event. The party seeking delay in performance shall give notice to the other party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any party seeking delay in performance due to a Force Majeure Event shall use best efforts to rectify any condition causing such delay and shall cooperate with the other party to overcome any delay that has resulted.
- 17.15 The Consultant shall not take any action that will result in a lien being placed against the City or to any services or Deliverables being provided to the City. In the event the City is placed on notice of an intent to lien or placed on notice of a lien by the Consultant or any Consultant Representative, the Consultant will take immediate action at the Consultant's expense to respectively prevent or remove and discharge the lien.
- 17.16 Subject to the requirements of Florida public records Laws, neither party shall use the other party's name in conjunction with any endorsement, sponsorship, or advertisement without the prior written consent of the named party.
- 17.17 The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited

from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

- 17.18 All Deliverables shall be made available to the City upon request and shall be considered public records in accordance with Chapter 119, Florida Statutes, unless exempt therefrom.
- 17.19 Time is of the essence of this Agreement and each of its provisions.
- 17.20 In the event of an inconsistency or conflict the following order of precedence shall govern: (i) this Agreement, exclusive of the appendices and a Work Order and the attachments to and materials referenced in an appendix or Work Order, (ii) the appendices to this Agreement, exclusive of the attachments to and materials referenced in an appendix; (iii) a Work Order, exclusive of the attachments to and materials referenced in a Work Order; and (iv) the attachments to and materials referenced in the an appendix or Work Order.
- 17.21 For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.
- 17.22 The Consultant shall maintain a drug free work place.
- 17.23 The Consultant shall not discriminate because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category.
- 17.24 The Consultant shall comply with Local Agency Program Federal-Aid terms for Professional Services Contracts set forth in Appendix "C".
- 17.25 If required by applicable Laws (e.g., Florida Executive Order 11-02), 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 subcontractors performing work or providing services pursuant to this Agreement 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 subcontractor during the Term of this Agreement.
- 17.26 The Consultant shall at all times remain eligible to perform the services subject to the requirements of the Florida Public Entity Crime Act (F.S. 287.133) and the Florida Scrutinized Companies Act (F.S. 287.135). The Consultant agrees that any contract awarded will be subject to termination by the City if the Consultant fails to comply or to maintain such compliance.

SECTION 18.0—CONTRACT ADJUSTMENTS

- 18.1 Either party may propose additions, deletions or modifications to the Scope of Services, a Work Order or the other terms and conditions of this Agreement (e.g., Consultant's project manager or key personnel required pursuant to Section 21 of this Agreement), ("Contract Adjustments") in whatever manner such party determines to be reasonably necessary for the proper completion of the services. Proposals for Contract Adjustments shall be submitted to the non-requesting party on a form provided by the City. Contract Adjustments shall be effected through written amendments to this Agreement or by an amendment to the Work Order signed by authorized representatives of the Parties.
- 18.2 Each Project requires a separate Work Order. Each Work Order shall be approved by the Funding Agency (if required) prior to the City authorizing work under a Work Order. Notwithstanding Section 18.1 above, a Work Order cannot be amended to add an additional Project or to substitute the original Project with a different Project.
- 18.3 There shall be no modification of the not to exceed amount set forth in a Work Order on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Consultant or any Consultant Representative to properly perform their obligations and functions under this Agreement.
- 18.4 Notwithstanding anything to the contrary contained in this Agreement, there shall be no change in the fees and costs set forth in RATE SCHEDULE Appendix "B" or the not to exceed amount set forth in a Work Order except through a written amendment to this Agreement or by an amendment to the Work Order signed by authorized representatives of the Parties.

SECTION 19.0 — NOTICE

- 19.1 Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

CITY:

City of Clearwater
Engineering Department
100 S Myrtle Ave.
Clearwater, FL 33756
Attention: Daniel Simpson, P.E.
Phone: 727.562.4560
Email: Daniel.Simpson@MyClearwater.com

CONSULTANT:

H W. Lochner, Inc.
4350 West Cypress Street, #800
Tampa, Florida 33607
Attention: Steven Blount, P.E.
Director of Construction Services
Phone: (813) 357-3753
Email: sblount@hwlochner.com

- 19.2 Either party may change its authorized representative or address for receipt of notices by providing the other with written notice of such change. The change shall become effective five (5) days after receipt by the non-changing party of the written notice of change. Unless otherwise agreed to by the Parties in writing, electronic submission of notices does not relieve either party of the requirement to provide notice in writing as required in Section 19.1 above.

SECTION 20.0 - SCHEDULE

- 20.1 The Consultant shall perform the Scope of Services in accordance with the schedule set forth in a Work Order. Such schedule may be revised by the City's Project Manager after consultation with the Consultant.

SECTION 21.0 — PERSONNEL

- 21.1 The Consultant shall assign the key personnel identified in a Work Order to perform the Scope of Services in accordance with this Agreement. The Consultant shall not, without the City's prior written consent, transfer, reassign, redeploy or otherwise remove any key personnel; provided, however, that removal of any key personnel due to their incapacity or termination shall not constitute a violation of this Section. If any of the key personnel are incapacitated or are terminated, the Consultant shall, within ten (10) days, replace such person with another person approved by the City and that is at least as well qualified as the person who initially performed that person's role. The Consultant shall provide for a transition period of at least one (1) week (or such shorter period of time approved by the City) during which time any key personnel being replaced shall familiarize their replacement(s) with the work required to be performed by the replacement(s). The Consultant shall be solely responsible for all costs associated with replacement of key personnel. Without limiting the generality of the foregoing, if any change in key personnel causes a delay, the Consultant shall be solely responsible for any and all of its increased costs associated with such delay.
- 21.2 The City may require the Consultant to replace any persons performing the Scope of Services, including but not limited to any Consultant Representative, whom the City determines is not performing the Scope of Service to the City's satisfaction. Before a written request is issued, authorized representatives of the City and the Consultant will discuss the circumstance. Upon receipt of a written request from an

authorized representative of the City, the Consultant shall be required to proceed with the replacement. The replacement request will include the required replacement date and the reason for the replacement. The Consultant shall use its best efforts to effect the replacement in a manner that does not degrade service quality. This Section will not be deemed to give the City the right to require the Consultant to terminate a person's employment. Rather, this Section is intended to give the City only the right to require that the Consultant discontinue using persons in the performance of the Scope of Services under this Agreement.

SECTION 22.0— PUBLIC RECORDS

- 22.1 The Consultant shall (i) keep and maintain public records (as defined in Chapter 119, Florida Statutes) required by the City to perform the services pursuant to this Agreement; (ii) Upon request from the City Clerk's Office, provide the City (at no cost to the City) with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida laws regarding public records or other applicable Laws; (iii) ensure that public records in the Consultant's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws for the Term and after the expiration or earlier termination of this Agreement; and (iv) after the expiration or earlier termination of this Agreement, at the City's request, either transfer, at no cost, to the City all public records in the Consultant's possession within ten (10) days following the City's request and/or keep and maintain any public records required by the City to perform the services pursuant to this Agreement. If the Consultant transfers all public records to the City upon the expiration or earlier termination of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon the expiration or earlier termination of this Agreement, the Consultant shall meet all applicable requirements for retaining public records in accordance with this Agreement and all applicable Laws. At the City's request, all public records stored electronically by the Consultant shall be provided to the City in a format approved by the City.
- 22.2 All Public Records associated with this project shall be retained a minimum of five (5) years by the Consultant.
- 22.3 IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

City of Clearwater
City Hall
112 S. Osceola Ave.
Clearwater, FL 33756
Attention: Rosemarie Call
727.562.4092
Email: Rosemarie.Call@myclearwater.com,

22.4 Nothing contained herein shall be construed to affect or limit the Consultant's obligations including but not limited to Consultant's obligations to comply with all other applicable Laws and to maintain books and records pursuant to this Agreement.

REMAINING PORTION INTENSIONALLY LEFT BLANK

INWITNESS WHEREOF the Parties hereto have executed this Agreement on the day and date first above written.

Consultant

WITNESS

Sign: _____

Sign: _____

Print: _____

Print: _____

Title: _____

Sign: _____

Print: _____

CITY OF CLEARWATER, FLORIDA,
A municipal corporation and
political subdivision of the State of Florida

George N. Cretekos
Mayor

William B. Horne, II
City Manager

Approved as to form:

Attest:

Camilo A. Soto
Assistant City Attorney

Rosemarie Call
City Clerk

APPENDIX "A"

WORK ORDER INITIATION FORM

LOCHNER

WORK ORDER INITIATION FORM for the CITY OF CLEARWATER

Date: November 27, 2017

Consultant Project Number:

City Project Number: 04-0021-PR

1. PROJECT TITLE:

Druid Trail Phase IV - FPN 432580-1-58-01

2. SCOPE OF SERVICES :

PROJECT SUMMARY

The Druid Trail phase IV is the final stage to construct a critical non-motorized pedestrian and biking trail for users traveling east-west within the City of Clearwater. Phase IV will traverse from South Evergreen Avenue to the Duke Energy Trail just west of Bypass Drive. The overall project will include but is not limited to site preparation work, conflict relocation, asphalt placement, drainage work, concrete flatwork, and MUTCD signing and pavement markings for approximately 15,500 linear feet of 8' wide asphalt trail.

GENERAL REQUIREMENTS. It shall be the responsibility of the Consultant to administer, monitor and inspect the work included in the Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions of the Project. The Consultant shall observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the City, and direct the Contractor to correct such observed discrepancies. The Consultant shall advise the City Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. Work provided by the Consultant shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.

In addition to the above, consultant will be responsible to ensure the requirements of chapter 23 of the Florida Department of Transportation LAP manual (01/2017 edition) are maintained.

I. PRE-CONSTRUCTION PHASE

Task 1: Preliminary Project Establishment

- Complete and review all applicable construction documents, utility relocation agreements, and environmental permit requirements to identify any and all constructability or quantity errors in order to reduce the potential for future construction claims.

Appendix A

- Complete and file video surveillance, digital photos, and survey work of pre-construction activities to illustrate fully the as-is conditions.
- Participate in a Pre-Services Meeting with City of Clearwater and FDOT as required (Conference Call).
- LAP pre-services meeting with FDOT Contract Compliance Manager to be attended by Lochner and City of Clearwater representative.
- Plan and conduct a detailed Pre-Construction Meeting with the Prime Contractor, their subcontractors, all utility system representatives, local agencies, and all other project stakeholders to ensure a common understanding of project objectives, schedules, and contract administration issues. Invited attendees will also include those persons identified in Section 23.2 of the FDOT LAP Manual (1/2017 edition).
- LAP Requirement Review meeting with contractor
- Review contractor's Baseline Schedule and provide recommendation to the City of Clearwater for approval.

II. CONSTRUCTION ADMINISTRATION and INSPECTION PHASE

Construction, Engineering and Inspection (CEI) and FDOT Resident Compliance support services after Construction contract NTP for the Druid Trail Phase IV, FDOT Project Identification Number 432580-1-58-01. Work includes installation of a shared use path and associated pavement markings and signage and intersection improvements. This project is funded by a FDOT LAP agreement.

Task 1: Administration and Inspection

- Separate utility meetings are held as necessary to discuss concerns and integration of utility work schedules with the project baseline construction schedule.
- Advise the City of Clearwater of any omissions, substitutions, defects and deficiencies noted in the work of the Contractor or contract documents and any corrective action to be taken. On the basis of on-site observations, Lochner shall endeavor to guard the City of Clearwater against defects and deficiencies in the work. Lochner does not have control over nor charge of and should not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the Contractor's responsibility under the contract for construction. Lochner shall not have control over or charge of acts of omissions of the Contractor, subcontractors, or their agents or employees, or any other persons performing portions of the construction.
- Hold monthly construction progress meetings to discuss all aspects of on-going construction including forecasts of construction activities for the coming month. Hold additional progress meetings as needed and agreed upon by the City Project Manager.
- During construction, review Contractor proposed field changes and recommendations and provide input to the City of Clearwater regarding the proposed recommendations for a particular field situations not covered by the plans and specifications.
- Assist the City of Clearwater with the analysis of proposed changes to the plans, specification and make recommendation including cost analysis of contractor's proposal, prior to any modifications to the plans or specification. Assistance will include the following:
- During construction, document, track and review change proposal requests submitted by

Appendix A

contractor in a timely manner to recommend if modifications are warranted and conform to LAP guidelines and governing contract documents.

- Determine “root causes” for proposal are valid such as changes in conditions, unforeseen conditions, conflicts, material delays or other items not anticipated and confirm contractor activities did not provide the basis for change.
- Analyze and prepare an entitlement analysis including detailed estimates of probable costs of contractor's proposal including possible items where costs seem excessive based on current market guidelines.
- Research and determine if change proposal is eligible for inclusion in LAP funding agreement then proceed with securing concurrence and authorizations prior to construction.
- Prepare an executive summary to the City of Clearwater project manager with details and recommendations including possible fiscal and time impacts to the project if executed.
- Analyze the Contractor's schedule (i.e. baselines, revised baselines, updates) for compliance with contract documents. The following elements will be reviewed as necessary through the duration of the Project: completeness, logic duration, activity, flow milestone, dates, concurrency, resource allotment and delays. Verify the schedule conforms to construction phasing and MOT sequencing including all contract modifications.
- Request, receive, review, reject, and/or approve shop drawings, product data and test results submitted by the Contractor for all pertinent items needed in construction. Review of all submittals will be to determine satisfactory compliance with the project plans and specifications, noting approval or stipulations. Determine the acceptability, subject to City of Clearwater approval, of substitute materials and equipment proposed by the Contractor.
- Review submittals and tests required by the contract documents.
- Provide coordination between and among the CITY, Contractor and the subject utilities, as required.
- Prepare and submit Consultant invoices on a monthly basis to the City of Clearwater Project Manager for review, approval and processing.
- Prepare and submit monthly a consultant budget and technical status report to the City of Clearwater with each pay request or invoice.
- Supplemental Agreements/Document changes/Work orders

Construction Photographs

- The Consultant shall have a digital camera for photographic documentation with date and time stamp of noteworthy incidents or events to cover the following areas:
 - a) Pre-construction photographs
 - b) Normal and exceptional progress of work
 - c) Critical path activities
 - d) Accidents showing damage
 - e) Unsafe working conditions
 - f) Unusual construction techniques
 - g) Damaged equipment or materials
 - h) Any activity, which may result in claims

Appendix A

- Photographs will be filed and maintained on the Consultant's computer using a digital photo management system. Copies of photographs will be electronically transferred to the City's Project Manager at an interval determined by the City's Project Manager.
- The taking of the photographs shall begin the day prior to the start of construction and continue regularly throughout this project. Photographs shall be taken the days of Pre-Final and Final Acceptance Dates.

Documentation

- Monitor and record daily activities of the construction contractor including activities, equipment, man-power, and issues.
- Provide quantity tracking and documentation for the purpose of verifying monthly pay applications. Supporting documentation will be maintained and submitted electronically to the City of Clearwater at project closeout for any necessary record retention.
- Review and submit monthly estimates that are prepared by the contractor.

Construction Quality

- Consultant shall monitor the Contractor's construction activities and inspect materials used in the work in accordance with the plans, specifications, and special provisions for the Contract to determine that the project is constructed in reasonable conformity with such documents.
- Perform detailed daily inspections and documentation of contractor operations to verify work is being performed in accordance with all contract documents. These daily inspection reports will be summarized in a weekly report including verification that all earthwork, drainage system construction, concrete placement, landscape installation, and asphalt operations are in accordance with contract specifications.
- Review Contractor's Quality Control plan and provide recommendation for acceptance to the City of Clearwater.
- Conduct pre-activity meetings with CEI and contractor personnel on all major work activities to review scope, testing requirements, submittals, applicable specifications, quantity documentation, etc.

Safety

- Monitor contractor safety program and notify contractor immediately of any observed safety issues. Lochner does not have control over nor charge of and should not be responsible for safety precautions and programs in connection with the work, since these are solely the Contractor's responsibility under the contract for construction.
- Review and Approve Professional Certified Maintenance of Traffic (MOT) plans if different from contract plans.
- Analyze the contractor MOT Plan to verify the contractor's placement and maintenance of MOT devices is in accordance with applicable document and safety requirements by video and digital camera documentation during both day and night hours.

Environmental

- Assist the City of Clearwater with monitoring the project to the extent necessary to

Appendix A

determine whether construction activities violate the requirements of the permits and if so determined, notify the Contractor of any violations or potential violations and require him to immediately resolve the problem. The City of Clearwater is to be notified of all violations, prior to Contractor being notified.

- Review the Storm Water Pollution Prevention Plan (SWPPP) in accordance with NPDES requirements for the Project. Review the necessary Notice of Intent (NOI) for the Project.
- Verify that the contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. Consultant shall provide at least one inspector who has successfully completed the “Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspector and Contractors.”

Public Communications

- As requested by the City, the Consultant will coordinate and maintain communications with impacted property owners for the project. This includes public meetings and day to day contact with City residents. The Consultant may also be required to coordinate notifications to property owners about the project scope, schedule and costs.

Task 2: Resident Compliance Support Services

The Consultant shall provide trained staff to monitor the Contractor and the Subcontractor’s performance for compliance with all the requirements of the Equal Employment Opportunity (EEO) and Affirmative Action (AA), Disadvantage Business Enterprise (DBE), On-the-Job Training (OJT), if applicable, and Federal Davis-Bacon Wage Rate Provisions as required by FHWA 1273 “Required Contract Provision for on Federal-Aid Construction Contracts” and the State of Florida Statutes. In accordance with the FDOT Contract Compliance Workbook. LAP Compliance to include:

- Attend and participate in a Pre-conference construction meeting.
- Administer compliance assistance through direct communication with the Contractor and the City.
- Perform the contract compliance and certification.
- Be responsible to monitor the Project Compliance documentation in conformity with the Contract Documents and Davis Bacon Act and any closeout documentation required by the FDOT.
- Keep the City’s Project Manager informed of all significant deficiencies discovered and recommend appropriate actions as necessary.
- Review certified payrolls for Contractor and subcontractors to ensure the wage rates and classifications are correct.
- Perform monthly interviews based on 25% of the workforce.
- Assist the City in maintaining records for all Equal Employment Opportunity (EEO) Compliance as required by contract documents.
- Discuss compliance requirements per the contract.
- Be responsible for maintaining the required EEO documentation required on this project.
- Address FDOT compliance questions from the contractor

Appendix A

- Job Board Inspections to be performed by inspection staff
- Employee Interviews to be performed by inspection staff
- Upload LAP construction phase documents into LAPIT and EOC websites to include daily inspection reports

Task 3: Materials Testing

- Consultant shall perform sampling and testing of component materials and completed work in accordance with the Contract documents; minimum sampling frequencies set out in the FDOT's Materials Sampling, Testing and Reporting Guide shall be met.
- Daily surveillance of the Contractor's Quality Control activities
- Coordinate laboratory testing of construction materials as needed.
- Manage project materials acceptance program, review testing results and verify acceptance of materials.

III. POST-CONSTRUCTION PHASE

Task 1: Close-out

Construction, Engineering and Inspection (CEI) and FDOT Resident Compliance support services to close-out the project and contract after final acceptance of the Construction contract for the Druid Trail Phase IV project, FDOT Project Identification Number 432580-1-58-01. This project is funded by a FDOT LAP agreement.

- Review and verify all submitted record drawings (As-Builts) from the contractor.
- Submit an accurate, certified Final Estimate package within the established timeframe.
- Provide all necessary permitting support for close-out of the permits.
- Construction Materials Certification
- Summarize any outstanding issues and provide support
- Prepare and submit a compliance folder with all documentation to the City of Clearwater
- Final project record retention and submission to FDEP
- Conduct a meeting to evaluate lessons learned, how the city and the consultant could improve on future LAP and roadway projects, and to review city performance evaluations.

3. PROJECT GOALS:

LOCHNER shall maintain accurate records of activities and events relating to the project, utilize effective control procedures so that the construction of the project is performed in substantial conformity with the plans, specifications established standard procedures and practices of the City of Clearwater and contract provisions. LOCHNER shall also perform contract management engineering services and other duties services necessary to administer and coordinate EEO/LAP tasks and to adhere to current City of Clearwater, Florida Department of Transportation, and Federal requirements.

4. BUDGET

See Attachment "2": Project Budget

This price includes all labor and expenses anticipated to be incurred by LOCHNER for the completion of these tasks in accordance with Professional Services Method "A" – Cost Times Multiplier Basis **for a fee not to exceed Two Hundred Eighty-Five Thousand Two Hundred Seventeen Dollars and Ninety-Five Cents (\$285,217.95).**

5. SCHEDULE:

The project is to be completed within 12 months from issuance of notice-to-proceed. The project deliverables are to be phased as follows:

Description of Milestone	Calendar Days from PO to Milestone
CEI Contract Award	0
Project Mobilization	0
Initialization - Pre construction agenda, site video, project contact list, utility contacts/ coordination, IT setup for database	5
LAP compliance meeting with FDOT District 7 including RCS staff	7
Pre-construction meetings including construction, utility coordination, FHWA/EEO/LAP Requirements	14
Review of Submittals - Schedule, Required bond documents, shop drawings, EEO documentation, sublets, materials, equipment, MOT	20
Notice to Proceed - Based on criteria for approval	21
Construction of Improvements (274 days)	295
Substantial Completion / Punch List	295
Record Drawings (14 days)	309
Final Acceptance (30 Days)	325
Completed Final Estimate and Documentation, Release of liens, consent of surety, final payment with retainage	340
Lessons Learned/Project Closeout with files	365

6. STAFF ASSIGNMENT (Consultant)

Steven Blount, PE Principal in Charge (Lochner)
 Gary S. Downing, PE, Senior Project Engineer (Lochner)
 Scott Franklin, Senior Inspector (Lochner)
 Lo Korb, Contract Support Specialist (Lochner)
 Larry Taylor, Resident Compliance Officer (LPAS)

Appendix A

Kyonna Johnson Resident Compliance Specialist (LPAS)
Daniel Simpson, PE, Project Manager (Clearwater)

7. CORRESPONDENCE/REPORTING PROCEDURES:

ENGINEER's project correspondence shall be directed to:
Gary Downing, PE, Senior Project Engineer

All City project correspondence shall be directed to:
Daniel Simpson, PE, Project Manager with copies to others as may be appropriate.

8. INVOICING/FUNDING PROCEDURES:

For work performed, invoices shall be submitted monthly to the City of Clearwater, Engineering Department, Attn.: Veronica Josef, Senior Staff Assistant, PO Box 4748, Clearwater, Florida 33758-4748.

City Invoicing Code: **0315-92146-561200-541-000-0000**

9. INVOICING PROCEEDURES

At a minimum, in addition to the invoice amount(s) the following information shall be provided on all invoices submitted on the Work Order:

- A. Purchase Order Number and Contract Amount.
- B. The time period (begin and end date) covered by the invoice.
- C. A short narrative summary of activities completed in the time period
- D. Contract billing method – Cost Times Multiplier
- E. If Cost Times Multiplier, hours, hourly rates, names of individuals being billed, amount due, previous amount earned, total earned to date for each task and other direct costs (receipts will be required for any single item with a cost of \$50 or greater or cumulative monthly expenses greater than \$100).
- F. If the Work Order is funded by multiple funding codes, an itemization of tasks and invoice amounts by funding code.

10. SPECIAL CONSIDERATIONS:

The consultant named above is required to comply with Section 119.0701, Florida Statutes (2013) where applicable.

PREPARED BY:

APPROVED BY:

Gary Downing, PE
Senior Project Engineer
H.W. Lochner, Inc.

D. Scott Rice, PE
City Engineer
City of Clearwater

Date

Date



CITY OF CLEARWATER ENGINEERING DEPARTMENT

WORK ORDER INITIATION FORM CITY DELIVERABLES

I. PRE-CONSTRUCTION PHASE DELIVERABLES

Task 1: Preliminary Project Establishment

- Pre-Construction video and pictures
- Meeting minutes from Clearwater pre-services meeting
- Meeting minutes from FDOT LAP pre-services meeting
- Meeting minutes from pre-construction conference
- Baseline Schedule Acceptance letter (via email)

II. CONSTRUCTION ADMINISTRATION and INSPECTION PHASE DELIVERABLES

Task 1: Administration

- Monthly progress meeting minutes
- Utility Coordination meeting minutes if necessary
- Request for Information (RFI) Log
- Submittal Logs
- Daily Inspection reports
- Engineers Weekly Summary
- Monthly Progress Report
- Contractor Pay Application

Task 2: Resident Compliance Support

- Conduct federally required number of employee interviews (**FORM 700-010-63**)
- Conduct initial, pre-audit job site bulletin board inspections and log reports (**FORM 275-021-10**)

Attachment 1

- Match wage rates to submitted payrolls and daily reports, insure contractor document submittal within required timeframe and write non-compliance/violations as needed. **Documentation** of these reviews will be included in the monthly status report to the City.
- Review at least 20% of all sub-contracts for inclusion of FHWA Form 1273 and other federally required forms. **Documentation** of these reviews will be included in the monthly status report to the City.
- Insure accuracy and completeness of required data into EOC and LAPIT
- Provide **documented** guidance and recommendations to the City on EEO/Compliance matters including but not limited to those listed above.
- Provide **documented** responses to FDOT/FHWA compliance questions and clarification requests
- Provide monthly status reports to the City

Task 3: Material Testing

- Verify acceptance of construction materials according to specifications
- Review and Accept contractor Quality Control plan
- Field and Laboratory Testing Reports
- Material acceptance monthly status report

III. POST-CONSTRUCTION PHASE DELIVERABLES

Task 1: Close-out

- Final estimate package within 30 days of notice of final completion
- Offer of final payment and submit final pay application within 30 days from notice of final acceptance
- Submit a signed and sealed set of as-built record drawings that reflects all field changes within 30 days from notice of final acceptance
- Provide electronically all project records and correspondence within 30 days from notice of final acceptance.

DRUID TRAIL PHASE IV

LOCHNER

WORK ORDER INITIATION FORM PROJECT BUDGET

Phase	Description	Subconsultant Services	Labor	Total
1.0	Pre-Construction Phase			
1.1	CEI Senior Project Engineer		\$8,360.96	\$8,360.96
1.2	CEI Senior Inspector		\$7,231.13	\$7,231.13
1.3	CEI Contract Support Specialist		\$3,613.83	\$3,613.83
1.4	Resident Compliance Officer	\$1,677.06		\$1,677.06
1.5	Resident Compliance Specialist	\$2,585.22		\$2,585.22
				\$23,468.20
2.0	Construction Administration and Inspection Phase			
2.1	CEI Senior Project Engineer		\$60,198.93	\$60,198.93
2.2	CEI Senior Inspector		\$130,160.25	\$130,160.25
2.3	CEI Contract Support Specialist		\$16,262.23	\$16,262.23
2.4	Resident Compliance Officer	\$5,031.18		\$5,031.18
2.5	Resident Compliance Specialist	\$11,633.49		\$11,633.49
2.6	CEI Inspector		\$10,665.00	\$10,665.00
2.7	Material Testing	\$7,430.00		\$7,430.00
				\$241,381.08
3.0	Post-Construction Phase			
3.1	CEI Senior Project Engineer		\$8,360.96	\$8,360.96
3.2	CEI Senior Inspector		\$7,231.13	\$7,231.13
3.3	CEI Contract Support Specialist		\$1,806.91	\$1,806.91
3.4	Resident Compliance Officer	\$1,677.06		\$1,677.06
3.5	Resident Compliance Specialist	\$1,292.61		\$1,292.61
				\$20,368.67
Subtotal, Labor and Subcontractors				\$285,217.95
Permit Review Fees				\$0
Other Direct Costs (prints, photocopies, postage, etc.) (Not applicable to lump sum Work Orders)				\$0
Grand Total				\$285,217.95

APPENDIX "B"

RATE SCHEDULE

LOCHNER

H.W. Lochner, Inc. | 4350 W. Cypress St. | Suite 800 | Tampa, FL 33607
hwlochner.com

T 813-357-3750
F 813-305-2207

**RE: CEI/LAP Administrative Services Druid Trail Phase IV Trail
RFP #23-17
City of Clearwater, Florida**

Loaded Labor Rate Calculations (REV)(11-15-17)

Firm Name: H.W. Lochner, Inc.

Date: November 15, 2017

Position Classifications	Base Rate/Hour	Loaded Rates (Base Rate X Multiplier)
CEI Senior Project Engineer (Gary Downing)	\$74.00	\$202.69
Contract Support Specialist (Lo Korb)	\$39.98	\$109.51
CEI Senior Inspector (Scott Franklin)	\$32.00	\$87.65
CEI Inspector (TBD)	\$25.96	\$71.10
Secretary (Rebecca Cahajla)	\$20.50	\$56.15

Hourly Rate: 100.00
General Overhead: 133.07
FCCM: 0.290
Direct Expenses: 12.57
Sub-total: 245.93
Profit (12.0%): 27.97
273.90

TOTAL MULTIPLIER: 2.739

I certify that the above information is current and accurate as of this date.

Steven R. Blount, PE
Vice President



Signature

LOCAL PUBLIC AGENCY SOLUTIONS

8340 RIVERBOAT DRIVE
TAMPA, FL 33637
(813) 220-4513



larry.taylor@lpasolutionsllc.com
www.localpublicagencysolutions.com

Date: November 15, 2017

Loaded Labor Rate Calculations

Firm Name: Local Public Agency Solutions, LLC

Position Classifications	Base Rate/Hour	Weighted rates (Base Rate * Multiplier)
Resident Compliance Officer	63.13	101.64
Resident Compliance Specialist	48.66	78.34

Hourly Rate: 100.00 → note: this number will always be 100, this is the base for your rate
General Overhead: 40.09
FCCM: 0.000
Direct Expenses: 0.000
Sub-total: 140.09
Profit (15.00%): 21.01
161.1

TOTAL MULTIPLIER: 1.61 → note: total multiplier - must be supported by the
above breakdown

I certify that the above information is correct and accurate as of November 15, 2017.

Respectfully,

Lawrence Taylor, Owner/Principal
Local Public Agency Solutions, LLC
larry.taylor@localpublicagencysolutions.com



Larry Taylor <larry.taylor@localpublicagencysolutions.com>

Review self-certification information for Local Public Agency Solutions - FYE 12/31/15

Owens, Jeffrey <Jeffrey.Owens@dot.state.fl.us>

Thu, Jan 19, 2017 at 8:53 AM

To: "Walls, Kelly" <Kelly.Walls@dot.state.fl.us>, "Kell, Cariayn" <Cariayn.Kell@dot.state.fl.us>

Cc: "Cook, Jon" <Jon.Cook@dot.state.fl.us>, "larry.taylor@localpublicagencysolutions.com" <larry.taylor@localpublicagencysolutions.com>



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

This Office has reviewed the self-certification information submitted by Local Public Agency Solutions, LLC for the period ending December 31, 2015. The rates we have accepted are listed below. Advertising costs in the amount of \$2,095 were removed from the rate calculation, per FAR 31. If this Company is prequalified in a work type, the expiration date should coincide with the prequalification expiration date.

REVIEW OF SELF-CERTIFICATION

CONSULTANT NAME	Local Public Agency Solutions, LLC	F/Y Ended	12/31/15	Prequalification Expires	1/19/18
CPA'S NAME	Self-Certification	DATE OF RECEIPT	1/19/17	Cert. DATE	1/17/17

REPORT STATUS

ACCEPTED	REJECTED	OT PREMIUM
X		Reimbursed (Excluded or Reimb)

COST BASED RATES

OVERHEAD		DIRECT EXPENSE		FCCM	Published Fee Schedule
Home	Field	Home	Field	0.000%	
40.09%					

Jeffrey B. Owens

Procurement Office

Florida Department of Transportation

850-414-4539

jeffrey.owens@dot.state.fl.us

Please note that Florida has a broad public records law and that all correspondence, including e-mail, may be subject to disclosure.

Are you doing your part for Florida? Report FRAUD... 1-800-255-8099! With your help, we all benefit.



GREATER ORLANDO AVIATION AUTHORITY



Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE) Certificate of Eligibility

LOCAL PUBLIC AGENCY SOLUTIONS LLC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

541611

December 3, 2014

VICTORIA V. SMITH, DBE Certification Manager - Florida Department of Transportation



JACKSONVILLE TRANSPORTATION AUTHORITY



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
BUSINESS DEVELOPMENT INITIATIVE
AFFIDAVIT & PROFILE
NO CHANGE DECLARATION

275-000-04
EQUAL OPPORTUNITY
OGC - 07/16
Page 1 of 2

FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

Submit completed form to fdot.bdi@dot.state.fl.us

Business Name Local Public Agency Solutions, LLC

Business Address 8340 Riverboat Drive Tampa, FL 33637
(City) (State) (Zip)

Mailing Address 8340 Riverboat Drive Tampa, FL 33637
(City) (State) (Zip)

Telephone (813) 220 4513 **Fax** _____ **Other** _____

E-mail larry.taylor@localpublicagencysolutions.com **Date Business Established** October 24, 2011

Federal Employer Identification Number 45-3670325

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
BUSINESS DEVELOPMENT INITIATIVE
AFFIDAVIT & PROFILE
NO CHANGE DECLARATION

275-000-04
EQUAL OPPORTUNITY
OGC - 07/16
Page 2 of 2

I, Lawrence Taylor am an owner or duly authorized representative of
Local Public Agency Solutions, LLC (Name of business), and I do hereby declare:

This business:

Meets the definition for a small business pursuant to Section 337.027, F.S.
Gross revenues, three year average (include affiliate businesses) \$ 71,000

The undersigned hereby affirms there have been no changes in circumstances affecting the business's ability to meet the criteria as defined by the Department. I further declare there have been no material changes in the information provided with the business's most recent submitted Affidavit & Profile.

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the State of Florida Department of Transportation deemed necessary to verify the statements made in this affidavit or regarding the ability, standing and general reputation of the Proposer.

I declare, under penalty of perjury, that the information provided above and any supporting documents are true and accurate to the best of my knowledge.¹ The owner/authorized representative will inform the FDOT within 30 days of any change that would affect my small business status.

Lawrence Taylor
Owner/Authorized Representative Signature

11/03/2016
Date

Lawrence Taylor, Owner/Principal
Owner/Authorized Representative Printed Name & Title

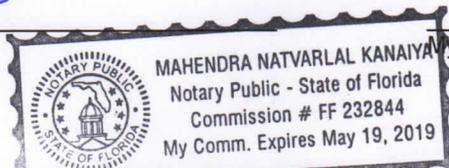
Notary:

STATE OF Florida

COUNTY OF Hillsborough

Before me, the above signed authority, personally appeared Lawrence L - Taylor, who is personally known to me or has produced FL/DL (type of identification) identification and is duly sworn, deposes and says that he/she is authorized to represent _____ (business). Sworn and subscribed to before me this 3rd day of November, 2016.

Mahendra Kanaiya
(Notary Signature)



05-19-2019

My Commission Expires

¹Knowingly and willfully providing false or misleading information to State and Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and F.S 337.135, and could subject you to fines, imprisonment or both.

Company: Local Public Agency Solutions LLC Report: Payroll Summary Check Dates From: 5/3/2017 - Payroll 1 To: 6/30/2017 - Payroll 1

Check Date	Name	Hours	Total Paid	Tax Withheld	Net Pay	Check No	Employer Liability	Total Expense
Pay Frequency: Monthly								
6/16/2017	Johnson, Kyonna T	16	1,040.00	79.56	960.44	DD	79.56	1,119.56
5/24/2017	Johnson, Kyonna T	16	1,040.00	79.56	960.44	DD	79.56	1,119.56
Pay Frequency Totals: Monthly		32	\$2,080.00	\$159.12	\$1,920.88		\$159.12	\$2,239.12
Total Net Pays for Monthly frequency: 2								
Company Totals:		32	\$2,080.00	\$159.12	\$1,920.88		\$159.12	\$2,239.12
Total Net Pays for Company: 2								

Company: Local Public Agency Solutions LLC Report: Payroll Summary Check Dates From: 5/3/2017 - Payroll 1 To: 6/30/2017 - Payroll 1

Check Date	Name	Hours	Total Paid	Tax Withheld	Net Pay	Check No	Employer Liability	Total Expense
Pay Frequency: Monthly								
6/30/2017	Taylor, Lawrence	39.75	3,378.75	545.81	2,832.94	DD	258.47	3,637.22
5/31/2017	Taylor, Lawrence	69.5	5,212.50	1,045.74	4,166.76	DD	398.76	5,611.26
5/3/2017	Taylor, Lawrence	65.25	4,893.75	941.66	3,952.09	DD	374.37	5,268.12
Pay Frequency Totals: Monthly		174.5	\$13,485.00	\$2,533.21	\$10,951.79		\$1,031.60	\$14,516.60
Total Net Pays for Monthly frequency: 3								
Company Totals:		174.5	\$13,485.00	\$2,533.21	\$10,951.79		\$1,031.60	\$14,516.60
Total Net Pays for Company: 3								

LOCHNER

H.W. Lochner, Inc. | 4350 W. Cypress St. | Suite 800 | Tampa, FL 33607
hwlochner.com

T 813-357-3750
F 813-305-2207

**RE: CEI/LAP Administrative Services Druid Trail Phase IV Trail
RFP #23-17
City of Clearwater, Florida**

Laboratory Material Testing Estimate

Firm Name: H.W. Lochner, Inc.

Date: November 15, 2017

Classification Unit Rate	Unit	Rate**	Quant	Total
Soil Classification EA \$60.00	EA	\$ 60.00	4	\$ 240.00
Standard Proctor (AASHTO T-99) EA \$90.00	EA	\$ 90.00	20	\$ 1,800.00
Modified Proctor (AASHTO T-180) EA \$100.00	EA	\$ 100.00	10	\$ 1,000.00
Modified Proctor Base (FM1 T-180) EA \$120.00	EA	\$ 120.00	10	\$ 1,200.00
Soil Gradation (AASHTO T-88) EA \$50.00	EA	\$ 50.00	10	\$ 500.00
Liquid Limit (AASHTO T-89) EA \$45.00	EA	\$ 45.00	4	\$ 180.00
Plastic Limit (AASHTO T-90) EA \$45.00	EA	\$ 45.00	4	\$ 180.00
LBR (FM5-515) EA \$275.00	EA	\$ 275.00	6	\$ 1,650.00
Organic Content (AASHTO T-267) EA \$35.00	EA	\$ 35.00	8	\$ 280.00
pH of Soils (FM5-550) EA \$25.00	EA	\$ 25.00		\$ -
Full Corrosion Series EA \$120.00	EA	\$ 120.00		\$ -
Coefficient of Permeability-Falling Head (FM5-513) EA \$175.00	EA	\$ 175.00		\$ -
Mechanical Analysis of Extracted Aggregate (FM1-T030) EA \$100.00	EA	\$ 100.00		\$ -
Quantitative Extraction of Bitumen from Bituminous Paving Mixtures (FM5-544) EA \$55.00	EA	\$ 55.00		\$ -
Mechanical Analysis of Extracted Aggregate (FM5-545) EA \$55.00	EA	\$ 55.00		\$ -
Concrete Test Cylinders (ASTM C-39) EA \$10.00	EA	\$ 10.00	40	\$ 400.00
Flexural Strength Beams (ASTM C-78) EA \$25.00	EA	\$ 25.00		\$ -
TOTAL:				\$ 7,430.00
**Rate based on submitted laboratory testing rates by Tierra				

Steven R. Blount, PE
Vice President



Signature

TIERRA

November 15, 2017

LOCHNER - Director of Construction Services
4350 West Cypress St.
Suite 800
Tampa, FL 33607
Attn: Mr. Steven R. Blount, PE, VP
email: Sblount@hwlochner.com

Phone 813.357.3753

**RE: CEI Services LAP for City of Clearwater
Proposed Rates, Field and Laboratory Testing
Pinellas County, Florida
Tierra Project Number 6111-17-163**

Hi Steven,

Tierra, Inc. appreciates the opportunity to be included on the LOCHNER Team for this important project. Please find the proposed revised rates for field inspection staff, and laboratory testing items.

Position Classifications	Base Rate/Hour	Weighted rates (Base Rate * Multiplier)
CEI Sr. Inspector	\$31.37	\$78.78
CEI Inspector	\$21.45	\$53.87
CEI Geotechnical Technician (Piles)	\$29.73	\$74.66
CEI Geotechnical Technician (Shafts)	\$26.50	\$66.55
CEI Asphalt Plant Inspector	\$21.18	\$53.19

Hourly Rate: 100.000
General Overhead: 112.840
FCCM: 2.392
Direct Expenses: 10.350
Sub-total: **225.582**
Profit (12.0%) **25.54**
251.12

TOTAL MULTIPLIER: 2.5112

**CEI LAP for City of Clearwater Proposed Rates
Field and Laboratory Testing
Pinellas County, Florida
Tierra Project Number 6111-17-163
Page 2 of 2**

Proposed Laboratory Tests

Classification	Unit	Rate
Soil Classification	EA	\$60.00
Standard Proctor (AASHTO T-99)	EA	\$90.00
Modified Proctor (AASHTO T-180)	EA	\$100.00
Modified Proctor Base (FM1 T-180)	EA	\$120.00
Soil Gradation (AASHTO T-88)	EA	\$50.00
Liquid Limit (AASHTO T-89)	EA	\$45.00
Plastic Limit (AASHTO T-90)	EA	\$45.00
LBR (FM5-515)	EA	\$275.00
Organic Content (AASHTO T-267)	EA	\$35.00
pH of Soils (FM5-550)	EA	\$25.00
Full Corrosion Series	EA	\$120.00
Coefficient of Permeability-Falling Head (FM5-513)	EA	\$175.00
Mechanical Analysis of Extracted Aggregate (FM1-T030)	EA	\$100.00
Quantitative Extraction of Bitumen from Bituminous Paving Mixtures (FM5-544)	EA	\$55.00
Mechanical Analysis of Extracted Aggregate (FM5-545)	EA	\$55.00
Concrete Test Cylinders (ASTM C-39)	EA	\$10.00
Flexural Strength Beams (ASTM C-78)	EA	\$25.00

I am your contact for this Contract. You can reach me via email at hbennett@tierraeng.com or via fax or mail as noted below, or cellular at (813)390-9816. Please contact me if you have any questions, and thanks again for having Tierra, Inc. on the team.

Sincerely,
TIERRA, INC.



Harmon C. Bennett, PE
Vice President, Construction Services

PROPOSED STAFFING FORM

CEI Services LAP – City of Clearwater

Consultant Name: Tierra, Inc.

Job Classification	Personnel	Current Salary	Percent of Employee Used
CEI SENIOR INSPECTOR/SENIOR ENGINEER INTERN	<u>Name and Work Activities: Work Activities:</u> - Perform Inspection work as described in the Scope of Services for Asphalt Paving, Earthwork Construction, Drainage Construction and other miscellaneous construction activities. Document, record and report on the construction activities, materials used and Contractor's performance. Assist and schedule Inspection staff Team members.		
	Christen, Jesse L.	\$31.99	100%
	Pelfrey, Lloyd N.	\$30.75	100%
	AVERAGE HOURLY RATE = \$31.37		
CEI INSPECTOR/ENGINEER INTERN	<u>Name and Work Activities:</u> Perform Inspection work as described in the Scope of Services for Asphalt Paving, Earthwork Construction, Drainage Construction and other miscellaneous construction activities. Document, record and report on the construction activities, materials used and Contractor's performance.		
	Ellerbee, Arnold S.	\$22.30	100%
	Gabriel, Kurt A.	\$22.45	100%
	Jacobson, Earl E.	\$21.50	100%
	King, Derret M.	\$18.30	100%
	Web, Larry S.	\$22.70	100%
	AVERAGE HOURLY RATE = \$21.45		
CEI Geotechnical Technician (Piles)	<u>Name and Work Activities:</u> Provide inspection during construction of driven piles.		
	Christen, Jesse L.	\$31.99	100%
	Maw, Johnathan M.	\$26.45	100%
	Pelfrey, Lloyd N.	\$30.75	100%
	AVERAGE HOURLY RATE = \$29.73		
CEI Geotechnical Technician (Shafts)	<u>Name and Work Activities:</u> Provide inspection during construction of driven piles.		
	Ellerbee, Arnold S.	\$22.30	100%
	Maw, Johnathan M.	\$26.45	100%
	Pelfrey, Lloyd N.	\$30.75	100%
	AVERAGE HOURLY RATE = \$26.50		
CEI Asphalt Plant Inspector	<u>Name and Work Activities:</u> Provide inspection services at the asphalt plant during production of asphalt.		
	Cheney, Sandra D.	\$25.00	100%
	De La Cerda, Javier, Jr.	\$16.95	100%
	Hartbarger, Paul H.	\$22.05	100%
	Heitman Jr., Lawrence C.	\$20.70	100%
	AVERAGE HOURLY RATE = \$21.18		

TIERRA, INC.
Certified Payroll Summary

Cheney, Sandra D.

	Hours	Rate	Jul 28, 17
Employee Wages, Taxes and Adjustments			
Gross Pay			
Hourly - Overtime			0.00
Hourly - Regular			0.00
Hourly - Vacation			0.00
Indirect Labor - Overtime			0.00
Indirect Labor - Regular	17.00	25.00	425.00
Auto Allowance Compensation			0.00
Total Gross Pay	17.00		425.00
Taxes Withheld			
Federal Withholding			-24.25
Medicare Employee			-4.80
Social Security Employee			-20.52
Medicare Employee Addl Tax			0.00
Total Taxes Withheld			-49.57
Employer Taxes and Contributions			
Federal Unemployment			0.00
Medicare Employer			4.80
Social Security Employer			20.52
FL - Unemployment Company			0.00
Total Employer Taxes and Contributions			25.32

Hourly Rate Calculation

Base Salary per Current Payroll Period	Hourly Employee
Multiplied by 26 pay periods/year	See rate above
Subtotal	
Divided by 2,080 hours per year	

Hourly Rate

TIERRA, INC.
Certified Payroll Summary

Christen, Jesse L.

	Hours	Rate	Jul 28, 17
Employee Wages, Taxes and Adjustments			
Gross Pay			
Hourly - Overtime			0.00
Hourly - Regular	26.50	31.99	847.74
Hourly - Vacation	56.00	31.99	1,791.44
Indirect Labor - Overtime			0.00
Indirect Labor - Regular			0.00
Auto Allowance Compensation			30.00
Total Gross Pay	82.50		2,669.18
Taxes Withheld			
Federal Withholding			-150.51
Medicare Employee			-34.20
Social Security Employee			-146.22
Medicare Employee Addl Tax			0.00
Total Taxes Withheld			-330.93
Employer Taxes and Contributions			
Federal Unemployment			0.00
Medicare Employer			34.20
Social Security Employer			146.22
FL - Unemployment Company			0.00
Total Employer Taxes and Contributions			180.42

Hourly Rate Calculation

Base Salary per Current Payroll Period
 Multiplied by 26 pay periods/year
 Subtotal
 Divided by 2,080 hours per year

Hourly Employee
 See rate above

Hourly Rate

TIERRA, INC.
Certified Payroll Summary

De La Cerda Jr., Javier

	Hours	Rate	Jul 28, 17
Employee Wages, Taxes and Adjustments			
Gross Pay			
Hourly - Overtime	13.00	25.43	330.59
Hourly - Regular	80.00	16.95	1,356.00
Hourly - Vacation			0.00
Indirect Labor - Overtime			0.00
Indirect Labor - Regular			0.00
Auto Allowance Compensation			0.00
Total Gross Pay	93.00		1,686.59
Taxes Withheld			
Federal Withholding			-137.22
Medicare Employee			-21.56
Social Security Employee			-92.17
Medicare Employee Addl Tax			0.00
Total Taxes Withheld			-250.95
Employer Taxes and Contributions			
Federal Unemployment			0.00
Medicare Employer			21.56
Social Security Employer			92.17
FL - Unemployment Company			0.00
Total Employer Taxes and Contributions			113.73

Hourly Rate Calculation

Base Salary per Current Payroll Period

Multiplied by 26 pay periods/year

Subtotal

Divided by 2,080 hours per year

Hourly Employee

See rate above

Hourly Rate

TIERRA, INC.
Certified Payroll Summary

Ellerbee, Arnold S.

	Hours	Rate	Jul 28, 17
Employee Wages, Taxes and Adjustments			
Gross Pay			
Hourly - Overtime	21.00	33.45	702.45
Hourly - Regular	59.00	22.30	1,315.70
Hourly - Vacation			0.00
Indirect Labor - Overtime	6.00	33.45	200.70
Indirect Labor - Regular	21.00	22.30	468.30
Auto Allowance Compensation			30.00
Total Gross Pay	107.00		2,717.15
Taxes Withheld			
Federal Withholding			-441.92
Medicare Employee			-38.00
Social Security Employee			-162.46
Medicare Employee Addl Tax			0.00
Total Taxes Withheld			-642.38
Employer Taxes and Contributions			
Federal Unemployment			0.00
Medicare Employer			38.00
Social Security Employer			162.46
FL - Unemployment Company			0.00
Total Employer Taxes and Contributions			200.46

Hourly Rate Calculation

Base Salary per Current Payroll Period
 Multiplied by 26 pay periods/year
 Subtotal
 Divided by 2,080 hours per year

Hourly Employee
 See rate above

Hourly Rate

TIERRA, INC.
Certified Payroll Summary

Gabriel, Kurt A

	Hours	Rate	Jul 28, 17
Employee Wages, Taxes and Adjustments			
Gross Pay			
Hourly - Overtime	50.25	33.68	1,692.42
Hourly - Regular	78.75	22.45	1,767.94
Hourly - Vacation			0.00
Indirect Labor - Overtime	1.25	33.68	42.10
Indirect Labor - Regular	1.25	22.45	28.06
Auto Allowance Compensation			30.00
Total Gross Pay	131.50		3,560.52
Taxes Withheld			
Federal Withholding			-188.20
Medicare Employee			-46.81
Social Security Employee			-200.16
Medicare Employee Addl Tax			0.00
Total Taxes Withheld			-435.17
Employer Taxes and Contributions			
Federal Unemployment			0.00
Medicare Employer			46.81
Social Security Employer			200.16
FL - Unemployment Company			0.00
Total Employer Taxes and Contributions			246.97

Hourly Rate Calculation

Base Salary per Current Payroll Period	Hourly Employee
Multiplied by 26 pay periods/year	See rate above
Subtotal	
Divided by 2,080 hours per year	

Hourly Rate

TIERRA, INC.
Certified Payroll Summary

Hartbarger, Paul H.

	Hours	Rate	Jul 28, 17
Employee Wages, Taxes and Adjustments			
Gross Pay			
Hourly - Overtime			0.00
Hourly - Regular	19.00	22.05	418.95
Hourly - Vacation	55.50	22.05	1,223.78
Indirect Labor - Overtime			0.00
Indirect Labor - Regular	5.50	22.05	121.28
Auto Allowance Compensation			30.00
Total Gross Pay	80.00		1,794.01
Taxes Withheld			
Federal Withholding			-53.79
Medicare Employee			-21.22
Social Security Employee			-90.73
Medicare Employee Addl Tax			0.00
Total Taxes Withheld			-165.74
Employer Taxes and Contributions			
Federal Unemployment			0.00
Medicare Employer			21.22
Social Security Employer			90.73
FL - Unemployment Company			0.00
Total Employer Taxes and Contributions			111.95

Hourly Rate Calculation

 Base Salary per Current Payroll Period

Hourly Employee

 Multiplied by 26 pay periods/year

See rate above

 Subtotal

 Divided by 2,080 hours per year

Hourly Rate

TIERRA, INC.
Certified Payroll Summary

Heitman Jr., Lawrence C.

	Hours	Rate	Jul 28, 17
Employee Wages, Taxes and Adjustments			
Gross Pay			
Hourly - Overtime	4.00	31.05	124.20
Hourly - Regular	15.50	20.70	320.85
Hourly - Vacation			0.00
Indirect Labor - Overtime	19.50	31.05	605.48
Indirect Labor - Regular	64.50	20.70	1,335.15
Auto Allowance Compensation			0.00
Total Gross Pay	103.50		2,385.68
Taxes Withheld			
Federal Withholding			-338.00
Medicare Employee			-31.78
Social Security Employee			-135.87
Medicare Employee Addl Tax			0.00
Total Taxes Withheld			-505.65
Employer Taxes and Contributions			
Federal Unemployment			0.00
Medicare Employer			31.78
Social Security Employer			135.87
FL - Unemployment Company			0.00
Total Employer Taxes and Contributions			167.65

Hourly Rate Calculation

Base Salary per Current Payroll Period
 Multiplied by 26 pay periods/year
 Subtotal
 Divided by 2,080 hours per year

Hourly Employee
 See rate above

Hourly Rate

TIERRA, INC.
Certified Payroll Summary

Jacobson, Earl E.

	Hours	Rate	Jul 28, 17
Employee Wages, Taxes and Adjustments			
Gross Pay			
Hourly - Overtime	1.00	32.25	32.25
Hourly - Regular	80.00	21.50	1,720.00
Hourly - Vacation			0.00
Indirect Labor - Overtime			0.00
Indirect Labor - Regular			0.00
Auto Allowance Compensation			0.00
Total Gross Pay	81.00		1,752.25
Taxes Withheld			
Federal Withholding			-164.07
Medicare Employee			-23.90
Social Security Employee			-102.20
Medicare Employee Addl Tax			0.00
Total Taxes Withheld			-290.17
Employer Taxes and Contributions			
Federal Unemployment			0.00
Medicare Employer			23.90
Social Security Employer			102.20
FL - Unemployment Company			0.00
Total Employer Taxes and Contributions			126.10

Hourly Rate Calculation

Base Salary per Current Payroll Period	Hourly Employee
Multiplied by 26 pay periods/year	See rate above
Subtotal	
Divided by 2,080 hours per year	

Hourly Rate

TIERRA, INC.
Certified Payroll Summary

King, Derret M.

	Hours	Rate	Jul 28, 17
Employee Wages, Taxes and Adjustments			
Gross Pay			
Hourly - Overtime	35.75	27.45	981.34
Hourly - Regular	80.00	18.30	1,464.01
Hourly - Vacation			0.00
Indirect Labor - Overtime			0.00
Indirect Labor - Regular			0.00
Auto Allowance Compensation			0.00
Total Gross Pay	115.75		2,445.35
Taxes Withheld			
Federal Withholding			-422.68
Medicare Employee			-35.30
Social Security Employee			-150.95
Medicare Employee Addl Tax			0.00
Total Taxes Withheld			-608.93
Employer Taxes and Contributions			
Federal Unemployment			0.00
Medicare Employer			35.30
Social Security Employer			150.95
FL - Unemployment Company			0.00
Total Employer Taxes and Contributions			186.25

Hourly Rate Calculation

Base Salary per Current Payroll Period
Multiplied by 26 pay periods/year
Subtotal
Divided by 2,080 hours per year

Hourly Employee
See rate above

Hourly Rate

TIERRA, INC.
Certified Payroll Summary

Maw, Johnathan M.

	Hours	Rate	Jul 28, 17
Employee Wages, Taxes and Adjustments			
Gross Pay			
Hourly - Overtime	2.50	39.68	99.20
Hourly - Regular	22.00	26.45	581.90
Hourly - Vacation			0.00
Indirect Labor - Overtime	17.25	39.68	684.48
Indirect Labor - Regular	58.00	26.45	1,534.10
Auto Allowance Compensation			30.00
Total Gross Pay	99.75		2,929.68
Taxes Withheld			
Federal Withholding			-520.80
Medicare Employee			-40.99
Social Security Employee			-175.29
Medicare Employee Addl Tax			0.00
Total Taxes Withheld			-737.08
Employer Taxes and Contributions			
Federal Unemployment			0.00
Medicare Employer			40.99
Social Security Employer			175.29
FL - Unemployment Company			0.00
Total Employer Taxes and Contributions			216.28

Hourly Rate Calculation

Base Salary per Current Payroll Period

Multiplied by 26 pay periods/year

Subtotal

Divided by 2,080 hours per year

Hourly Employee

See rate above

Hourly Rate

TIERRA, INC.
Certified Payroll Summary

Pelfrey, Lloyd "Nolan" N.

	Hours	Rate	Jul 28, 17
Employee Wages, Taxes and Adjustments			
Gross Pay			
Hourly - Overtime	22.00	46.13	1,014.87
Hourly - Regular	72.00	30.75	2,214.00
Hourly - Vacation			0.00
Indirect Labor - Overtime			0.00
Indirect Labor - Regular	8.00	30.75	246.00
Auto Allowance Compensation			30.00
Total Gross Pay	102.00		3,504.87
Taxes Withheld			
Federal Withholding			-574.39
Medicare Employee			-49.19
Social Security Employee			-210.31
Medicare Employee Addl Tax			0.00
Total Taxes Withheld			-833.89
Employer Taxes and Contributions			
Federal Unemployment			0.00
Medicare Employer			49.19
Social Security Employer			210.31
FL - Unemployment Company			0.00
Total Employer Taxes and Contributions			259.50

Hourly Rate Calculation

 Base Salary per Current Payroll Period

Hourly Employee

 Multiplied by 26 pay periods/year

See rate above

 Subtotal

 Divided by 2,080 hours per year

Hourly Rate

TIERRA, INC.
Certified Payroll Summary

Webb, Larry S.

	Hours	Rate	Jul 28, 17
Employee Wages, Taxes and Adjustments			
Gross Pay			
Hourly - Overtime	13.75	34.05	468.19
Hourly - Regular	73.00	22.70	1,657.10
Hourly - Vacation			0.00
Indirect Labor - Overtime	0.75	34.05	25.54
Indirect Labor - Regular	7.00	22.70	158.90
Auto Allowance Compensation			0.00
Total Gross Pay	94.50		2,309.73
Taxes Withheld			
Federal Withholding			-241.97
Medicare Employee			-32.07
Social Security Employee			-137.12
Medicare Employee Addl Tax			0.00
Total Taxes Withheld			-411.16
Employer Taxes and Contributions			
Federal Unemployment			0.00
Medicare Employer			32.07
Social Security Employer			137.12
FL - Unemployment Company			0.00
Total Employer Taxes and Contributions			169.19

Hourly Rate Calculation

Base Salary per Current Payroll Period	Hourly Employee
Multiplied by 26 pay periods/year	See rate above
Subtotal	
Divided by 2,080 hours per year	

Hourly Rate



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

MIKE DEW
SECRETARY

June 29, 2017

Luis Mahiquez, President
TIERRA, INC.
7351 Tempe Terrace Highway
Tampa, Florida 33637

Dear Mr. Mahiquez:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to technically qualify your firm for the following types of work:

- Group 9 - Soil Exploration, Material Testing and Foundations
 - 9.1 - Soil Exploration
 - 9.2 - Geotechnical Classification Laboratory Testing
 - 9.3 - Highway Materials Testing
 - 9.4.1 - Standard Foundation Studies
 - 9.4.2 - Non-Redundant Drilled Shaft Bridge Foundation Studies
 - 9.5 - Geotechnical Specialty Laboratory Testing
- Group 10 - Construction Engineering Inspection
 - 10.1 - Roadway Construction Engineering Inspection
 - 10.3 - Construction Materials Inspection
 - 10.4 - Minor Bridge & Miscellaneous Structures CEI

Your overhead audit has been accepted, enabling your firm to compete for Professional Services projects advertised at the unlimited level, with estimated fees of any dollar amount. This status shall be valid until June 30, 2018 for contracting purposes.

	<u>Home/ Branch Office</u>	<u>Field Office</u>	<u>Facilities Capital Cost of Money</u>	<u>Overtime Premium</u>	<u>Direct Expense</u>	<u>Published Fee Schedule</u>
Indirect Cost	177.78%	112.84%	2.392%	Reimbursed	4.61% (Home) 10.35% (Field)*	Yes

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

A handwritten signature in blue ink that reads "Carliayn Kell". The signature is written in a cursive style with a large, stylized "K".

Carliayn Kell
Professional Services
Qualification Administrator



This is to certify that this laboratory has been accredited for technical competence and found to meet the requirements for performing the test methods listed below for the inspection and testing of construction materials.

Tierra Inc.

7351 Temple Terrace Hwy
Tampa, FL 33637
United States

Reinspection Due Date: 6/6/2018

Accreditation D: 1004692

AASHTO R18

Aggregate

ASTM Methods: ASTM C117, ASTM C127, ASTM C128, ASTM C131, ASTM C136, ASTM C29, ASTM C40, ASTM C566, ASTM C702, ASTM 04791, ASTM Specification C1077 - Aggregate, ASTM Specification E329 - Aggregate
AASHTO Methods: AASHTO R76, AASHTO T11, AASHTO T19, AASHTO T21, AASHTO T255, AASHTO T27, AASHTO T84, AASHTO T85, AASHTO T96

Concrete

ASTM Methods: ASTM C1064, ASTM C1231, ASTM C138, ASTM C143, ASTM C172, ASTM C173, ASTM C192, ASTM C231, ASTM C31, ASTM C39, ASTM C42, ASTM C511, ASTM C617, ASTM C78, ASTM Specification C1077 - Concrete, ASTM Specification E329 - Concrete
AASHTO Methods: AASHTO M201, AASHTO R39, AASHTO R60, AASHTO T119, AASHTO T121, AASHTO T152, AASHTO T196, AASHTO T22, AASHTO T23, AASHTO T231, AASHTO T24, AASHTO T309, AASHTO T97

Hot Mix Asphalt

ASTM Methods: ASTM 06307
AASHTO Methods: AASHTO T308

Soil

ASTM Methods: ASTM 01140, ASTM 01557, ASTM 02216, ASTM 02487, ASTM 02488, ASTM 03080, ASTM 0421, ASTM 04318 (1), ASTM 04318 (2), ASTM 04944, ASTM 06938, ASTM 0698, ASTM Specification 03740 - Soil, ASTM Specification E329 - Soil, 07928
AASHTO Methods: AASHTO R58, AASHTO T180, AASHTO T217, AASHTO T236, AASHTO T265, AASHTO T267, AASHTO T310, AASHTO T88, AASHTO T89, AASHTO T90, AASHTO T99
State Methods: FM 5 514, FM 5 515, FM 5 550, FM 5 551, FM 5 552, FM 5 553

Accreditation Date: 7/12/2017

Expiration Date: 9/4/2018

Vc.widrA. Sc.w

David A. Savage
Director of Accreditation

*The current scope of accreditation can be obtained by viewing the CMEC
Directory of Accredited Laboratories (www.cmec.org)*

Christopher J. Robinson

Christopher J. Robinson, P.E.
Director of Accreditation



ECHEZABAL & ASSOCIATES, INC.

Surveying & Mapping

108 W. Country Club Drive
25400 U.S. 19 North, Suite 137
1609 S. S.R. 15-A, Suite 7

Tampa, FL 33612
Clearwater, FL 33763
Deland, FL 32720

Phone: 813-933-2505
Phone: 727-796-8740
Phone: 386-736-1030

Loaded Labor Rate Calculations

Firm Name: Echezabal & Associates, Inc.

Date: June 28, 2017

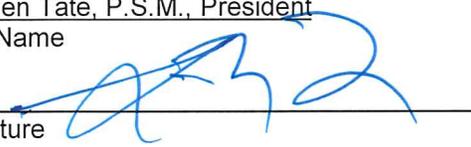
Position Classifications	Base Rate/Hour	Weighted rates (Base Rate * Multiplier)
Survey Professional Land Surveyor	52.00	170.52
Survey AutoCAD Technician	32.00	104.93
Survey 3 Member Crew	54.87	179.93
Survey 4 Member Crew	70.46	231.05

Hourly Rate: 100.00 → note: this number will always be 100, this is the base for your rate
General Overhead: 178.90
FCCM: 0.449
Direct Expenses: 18.57
Sub-total: 297.91
Profit: 30.00
327.91

TOTAL MULTIPLIER: 3.27 → note: put your total multiplier here, must be supported by the above breakdown

I certify that the above information is current and accurate as of this date.

Stephen Tate, P.S.M., President
Print Name

Signature 

09/19/2017
Date

Echezabal Associates, Inc.
2017 Current Rates

Survey Field Crews

Classification		3-Person	4-Person	5-Person
	SUR Party Chief	\$23.69	\$23.69	\$23.69
	SUR Survey Technician 3	\$15.59	\$15.59	\$15.59
	SUR Survey Technician 3	\$15.59	\$15.59	\$15.59
	SUR Survey Technician 3		\$15.59	\$15.59
	SUR Survey Technician 3			\$15.59
	Unloaded	\$54.87	\$70.46	\$86.05
8	Hours/Day	\$438.96	\$563.68	\$688.40
1.789	Overhead	\$785.30	\$1,008.42	\$1,231.55
	Subtotal	\$1,224.26	\$1,572.10	\$1,919.95
0.300	Op Mgn	\$131.69	\$169.10	\$206.52
0.00449	FCCM	\$1.97	\$2.53	\$3.09
0.1857	Direct Exp.	\$81.51	\$104.68	\$127.84
	Burdened Daily Rate	\$1,439.43	\$1,848.41	\$2,257.40
	Burdened Hourly Rate	\$179.93	\$231.05	\$282.18
	Effective Multiplier		3.27919	

Survey Office Staff

Classification	Unloaded	Loaded
SUR Chief Surveyor	\$52.00	\$170.52
SUR Survey / GIS Analyst 3	\$32.00	\$104.93

PROPOSED STAFFING FORM for FPN: 437640-1-32-01 (Required Format)

Consultant Name: Echezabal & Associates, Inc.

<u>Job Classification</u>	<u>Personnel</u>	<u>Hourly Rate</u>	<u>Percent Employee Used</u>	<u>Salary Rate</u>
SUR Party Chief	<u>Work Activities:</u> Party Chiefs are responsible for survey work performed in the field, including making & checking computations, checking & systematically maintaining field notes and records, survey party management & organization. Party Chiefs have complete technical knowledge of & is responsible for the custody, proper maintenance & use of the survey instruments & equipment.			
	Dugas, Matthew	\$23.50	25%	\$5.88
	McCloe, Edward	\$24.25	25%	\$6.06
	Shafer, Danny	\$24.25	25%	\$6.06
	Walker, Kenneth	\$22.75	25%	\$5.69
AVERAGE HOURLY RATE = \$23.69				
SUR Survey Technician 3	<u>Work Activities:</u> Survey Technicians 3 work directly for the Party Chief & are responsible for reading & interpreting plans & profiles in the field, using the instruments in all phases of survey location & can do the note keeping necessary in taking cross-sections, topography, and property work in FDOT standard format. The Tech 3 substitutes for and performs the duties of the crew chief when the crew chief is not available.			
	Bouffard, Ryan	\$16.00	12.5%	\$2.00
	Crecy, Quentin	\$15.00	12.5%	\$1.88
	Hubbard, David	\$19.00	12.5%	\$2.38
	Humphrey, Terence	\$14.50	12.5%	\$1.81
	Jacobs, Charles	\$14.50	12.5%	\$1.81
	Shim, Devon	\$16.50	12.5%	\$2.06
	Walker, Adam	\$15.25	12.5%	\$1.91
	Walker, Zachary	\$14.00	12.5%	\$1.75
AVERAGE HOURLY RATE = \$15.59				
SUR Chief Surveyor	<u>Work Activities:</u> The Chief Surveyor is responsible for the supervision and direction of surveying operations. They manage and oversee the field and office staff, as well as communication and coordination with the client. They are in responsible charge of and supervises all aspects of surveying and mapping project management comprising of data analysis and processing, invoicing, scheduling and quality control and quality assurance and the Surveying and Mapping deliverables.			
	Bouffard, Craig	\$52.00	33.33%	\$17.33
	Tate, Stephen	\$52.00	33.33%	\$17.33
	Whitley, William	\$52.00	33.33%	\$17.33
AVERAGE HOURLY RATE = \$52.00				
SUR Survey / GIS Analyst 3	<u>Work Activities:</u> Responsible for processing all (EFB) electronically collected survey data with the use of CAiCE and MicroStation.			
	Keenan, Jay	\$34.00	50%	\$17.00
	Step, Richard	\$30.00	50%	\$15.00
AVERAGE HOURLY RATE = \$32.00				



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

MIKE DEW
SECRETARY

June 27, 2017

Stephen Tate, President
ECHEZABAL & ASSOCIATES, INC.
108 West Country Club Drive
Tampa, Florida 33612

Dear Mr. Tate:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to technically qualify your firm for the following types of work:

- Group 8 - Survey and Mapping
 - 8.1 - Control Surveying
 - 8.2 - Design, Right of Way & Construction Surveying
 - 8.4 - Right of Way Mapping

Your overhead audit has been accepted, enabling your firm to compete for Professional Services projects advertised at the unlimited level, with estimated fees of any dollar amount. This status shall be valid until June 30, 2018 for contracting purposes.

	Home/Branch <u>Office</u>	Facilities Capital Cost <u>of Money</u>	Overtime <u>Premium</u> Reimbursed	<u>Direct Expense</u> 18.57% (Home)
Overhead Rate	178.90%	0.449%		

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

APPENDIX "C"

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS FOR
PROFESSIONAL SERVICES CONTRACTS

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS**

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, 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: relative to nondiscrimination in Federally-assisted programs 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 shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 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 performed 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 Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, 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 Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, 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 or Provisions: The Consultant will include the provisions of Paragraph C through I in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- I. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS**

of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- J. 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.
- K. 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 this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements 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.
- M. 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 States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency 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 Local Agency. 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 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- O. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, 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 Local Agency 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,

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

both criminal and civil.

P. 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 Local Agency, 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.

APPENDIX "D"

REQUIRED FORMS

**PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN
DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS**

It is the policy of the City of Clearwater that disadvantaged businesses, as defined by 49 Code of Federal Regulations, Part 26, shall have an opportunity to participate in the performance of MPO contracts in a nondiscriminatory environment. The objectives of the Disadvantaged Business Enterprise Program are to ensure non-discrimination in the award and administration of contracts, ensure firms fully meet eligibility standards, help remove barriers to participation, create a level playing field, assist in development of a firm so it can compete successfully outside of the program, provide flexibility, and ensure narrow tailoring of the program. The City of Clearwater and its consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform the contract work of the City of Clearwater in a non-discriminatory environment. The City of Clearwater shall require its consultants to not discriminate on the basis of race, color, national origin, and sex in the award and performance of its contracts. This policy covers in part the applicable federal regulations and the applicable statutory references contained therein for the Disadvantaged Business Enterprise Program Plan, Chapters 337 and 339, Florida Statutes, and Rule Chapter 14-78, Florida Administrative Code.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
 FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS**

375-030-50
 PROCUREMENT
 OGC - 03/17

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
23-17	CEI and LAP Administration Services for Druid Trail Phs IV	4325801-1-58-01

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
Steven Blount		10/18/17
Gary Downing		10/19/17
Lo Korb		10.19.17
Scott Franklin		10-20-17
Kyonna Johnson		10.23.17

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

375-030-32
PROCUREMENT
11/15

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: H.W. Lochner, Inc.

By: 

Date: 7/17/17

Title: Steven Blount, PE, Vice President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By:  Date: 7/17/17 Authorized Signature

Title: Steven Blount, PE, Vice President

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 02/16

Is this form applicable to your firm?

YES NO

If no, then please complete section 4 below for "Prime"

N/A

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: H.W. Lochner, Inc. 4350 West Cypress Street, Suite 800 Tampa, FL 33607 Congressional District, if known: 4c _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ Congressional District, if known: _____
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____ _____ _____	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

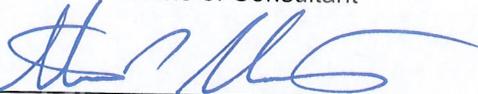
The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

H.W. Lochner, Inc.

Name of Consultant

By:



Steven Blount, PE, Vice President

2/17/17

Date