



January 14, 2021

Mr. Derek Reeves
Principal Planner
City of Pinellas Park
6051 78th Avenue N
Pinellas Park, Florida 33781

Re: *Consultant Agreement for 78th Avenue Complete Streets Concept Plan*

Dear Mr. Reeves:

Fehr & Peers is pleased to present you with its proposed consultant agreement for the 78th Avenue Complete Streets Concept Plan project, along with our insurance certificate and signed W-9. Please review and, if Pinellas Park is in agreement with all its terms and conditions, sign where indicated and return to us one copy of the signed consultant agreement.

Should you have any questions or concerns regarding the proposed consultant agreement, or should you need any additional information from us, please contact me at (321) 754-9902 or via email at k.tellez@fehrandpeers.com before signing and returning the document.

Please forward all documents to Kathrin Tellez at Fehr & Peers, 250 South Orange Avenue, Suite 120p, Orlando, Florida 32801.

Sincerely,

FEHR & PEERS

A handwritten signature in blue ink, appearing to read "Kathrin Tellez", with a long horizontal flourish extending to the right.

Kathrin Tellez, AICP, PTP, RSP1
Principal

P20-0065-OR

Attachments:

Proposed Consultant Agreement
Insurance Certificate
Signed W-9



CONSULTANT AGREEMENT

Client: Mr. Derek Reeves
Principal Planner
City of Pinellas Park
6051 78th Avenue N
Pinellas Park, Florida 33781

Consultant: Fehr & Peers
250 South Orange Avenue, Suite 120p
Orlando, Florida 32801

Project: 78th Avenue Complete Streets Concept Plan

Effective date of this agreement: January 14, 2021

Attachments:

A	Consultant's Scope of Work and Schedule
B	Schedule for Consultant's Compensation
C	Additional Terms

Client and Consultant agree as follows:

1. Consultant's Services

- a. This is an agreement between Client and Consultant ("Agreement") for Consultant to provide professional services. Consultant agrees to provide the scope of services described in Attachment A, as well as all work incidental to or necessary for the performance of such services, all in accordance with the terms and conditions contained in this Agreement (the "Work").
- b. The Work shall be performed by persons qualified under applicable federal, state and local law to undertake the Work, in accordance with all applicable federal, state and local laws, exercising the same degree of care, skill, and diligence as is ordinarily possessed and exercised by members of their professions, currently practicing, under similar circumstances.

2. Term

The term of the Agreement shall commence on the date it is made as indicated above, and shall continue until the Work is reasonably determined to be complete by Consultant, or until this Agreement is terminated under Section 13 below.



3. Data To Be Furnished by Client

All information, data, documents, records and maps with respect to the Project which are available to Client and are reasonably necessary for the performance of the Work ("Client Materials"), shall be furnished to Consultant without charge by Client.

4. Independent Contractor, Not An Agent

- a. Consultant acknowledges that it is an independent contractor and that in performing the Work, it is not acting as Client's agent or representative. Consultant agrees that it will employ at its own expense, and will be solely responsible for, all personnel necessary to perform the Work, and that in no event shall such personnel be considered the employees of Client. Consultant assumes full and sole responsibility for the payment of all compensation for, and expenses incurred by, all of its personnel who are engaged in performing any part of the Work, and for all state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, as well as all other withholdings that may be applicable to the performance of the Work.
- b. Except as Client may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Client in any capacity as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Client to any obligation, or to make any decision or promise, or to enter into any contract, oral or written, on behalf of Client.

5. Compensation

- a. Client shall pay Consultant in accordance to the compensation schedule attached as Attachment B. Such compensation shall be deemed to include overhead and incidental expenses, for which no additional compensation shall be paid by Client.
- b. Consultant shall submit invoices to Client monthly, describing in reasonable and understandable detail the services rendered, fee charged, and expenses incurred by Consultant during the previous month.
- c. Each of Consultant's monthly invoices shall be paid within thirty days after its submission by Consultant.
- d. If payment on any of Consultant's invoices is not received within 60 days, Consultant may, at its sole discretion, and by written notice to Client, elect to stop work until all payments are received. Client agrees to pay all costs, including attorney's fees and court costs, incurred by Consultant to collect on past due invoices.
- e. This contract is not to exceed \$125,000.

6. Time of Performance

- a. Consultant shall commence, perform, and complete the Work in accordance with the schedule for Consultant's performance described in Attachment C. If any of the project scope, required data, and/or comments to be provided by the Client is delayed, the due dates in this schedule will be extended accordingly.
- b. Consultant shall not be responsible for any delay due to factors not within Consultant's reasonable control whether or not such delay is foreseeable.

- c. Completion date shall be 300 calendar days from final execution of contract, unless extended by both parties in writing.

7. Ownership

- a. All of Consultant's electronic and hard-copy records, including all maps, files, reports, drawings, sketches, samples, photographs, film and videos, memoranda, notes, correspondence, emails, and other documents and communications, draft or final, as well as all of their contents, including all inventions, data, information, ideas, improvements, discoveries, methodologies, models, formats, software, algorithms, software, processes, schematics, programs, procedures, designs, calculations, details, specifications, assumptions, and findings, conclusions, summaries, interpretations of regulations, investigations, and sources of information, and all related information, that are developed, discovered, collected, produced, or created by Consultant and its contractors, vendors, and consultants in the course of its performance of the Work are considered Consultant's Work Product.
- b. All parts of the Work Product are instruments of Consultant's service to be used solely within the Project, for the purposes intended by their development, discovery, collection, production, or creation by Consultant under this Agreement, and the Consultant shall be deemed the author and owner of the Work Product, and shall retain all rights, titles, and interests, in the Work Product, including any and all property rights, ownership rights, intellectual property rights, copyrights and moral rights, as well as all rights under all trademarks, service marks, domain names, and trade dress, that arise from the creation of the Work Product. Client shall be permitted to retain copies, including reproducible copies, of the Work Product for information and reference in connection with the Client's use on the Project. Client shall not use, or permit to be used, the Work Product on other projects, or for changes to this Project without the express written consent of the Consultant. Consultant shall not be liable or responsible for any use, reuse, or modification of, or derivation from, any of its Work Product made without Consultant's written consent other than for purposes intended by this Agreement. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication or violation of copyright.
- c. Consultant grants Client an irrevocable, non-exclusive, royalty-free, worldwide, right and license in perpetuity to publish, analyze, translate, reproduce, deliver, perform, derive from, display, transfer, and use the Work Product, but solely within the Project, for the purposes intended by its development, discovery, collection, production, or creation by Consultant under this Agreement.
- d. Consultant shall not have, and shall not claim, any right, title, or interest, in any Client Materials, other than a non-exclusive license to use such materials, but solely for the particular purpose for which such materials are provided to Consultant.

8. Confidentiality, Data Security

- a. Private Data is the privacy and sensitive information of individuals, or any confidential, sensitive, or personal data that alone or in conjunction with other information identifies any individual, including the individual's name, address, license plate information, mobile phone information, license plate information, and any information on the individual's uniquely identifying movements and activities.
- b. Notwithstanding any provision in this Agreement, Consultant shall not deliver to Client in any form or medium, nor shall it incorporate into any information, data, document, or work product to be delivered to Client, any Private Data that Consultant may collect or use in performing its services, or that may otherwise

be in Consultant's possession or control, and none of such Private Data shall be a work for hire or belong to Client.

- c. Consultant agrees to maintain as confidential all information that Client labels in writing as confidential or privileged with a standard of care at least as rigorous as that exercised by Consultant in protecting and maintaining the security of its own proprietary or confidential information.
- d. Pursuant to a court order, Consultant may disclose any information that Consultant is obligated to keep confidential, or that Consultant is prohibited from disclosing under this Agreement. However, before seeking any such court order, or immediately upon receiving any court order requiring the disclosure of any such information, Consultant shall notify Client and reasonably cooperate with Client in the event Client seeks any legal protective order.

9. Consultant's Insurance

- a. Consultant shall procure and maintain for the term of this Agreement the following insurance coverage at the following limits specified for each.
 - i. Commercial General Liability Insurance \$ 1 million per occurrence/\$ 2 million aggregate
 - ii. Automobile Liability Insurance \$ 1 million per occurrence
 - iii. Workers' Compensation Insurance Per statutory requirements
 - iv. Employer's Liability Insurance \$ 1 million policy limit
 - v. Professional Liability Insurance \$ 1 million per claim/\$ 2 million aggregate
- b. Prior to commencing Work under this Agreement, Consultant shall provide Client with a Certificate of Insurance evidencing such coverage and limits, and specifying that the insurer shall give the Client an unqualified thirty day's advance written notice prior to any cancellation of the policy.

10. Non-discrimination in Employment

- a. Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, disability, age, national origin or low income status. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, marital status, disability, age, national origin or low income status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. Consultant ensures non-discrimination in all programs and activities and shall comply with the Additional Terms made a part of this Agreement in Attachment D.

11. Notices

Any notice or demand to be given under this Agreement shall be in writing and be deemed given when personally delivered or sent by mail, and addressed to the parties as set forth above or to such other address as either party shall have previously designated by such a notice. Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice so mailed shall be deemed to be received five days after the date on which it was mailed.

12. Waivers

Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement. Any provision of this Agreement determined to be unenforceable shall be severed from the Agreement, and the remainder of the Agreement shall be given full force and effect.

13. Termination

Client and Consultant may terminate this Agreement for convenience at any time upon seven days' written notice to the other. Client shall pay Consultant in accordance with the provisions of this Agreement for the part of the Work performed up to the day notice of termination is given.

14. Modification

No waiver, alteration, modification of this Agreement shall be valid unless made in writing and executed by both parties.

15. Interpretation

The provisions of this Agreement shall be interpreted to give effect to their fair meaning and shall be construed as though prepared by both parties.

16. Governing Law

This Agreement shall be governed by the law of the State in which the Project is located, excluding its conflicts of laws provisions.

17. Multiple Counterparts; Electronic Copies; Electronic Signature

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original. Upon execution of such counterparts, all counterparts together shall constitute the entire Agreement. Electronic transmission (e.g., by facsimile or email) of an executed counterpart of this Agreement shall be as effective as delivery of an original executed counterpart. In addition, pursuant to the Electronic Signatures in Global and National Commerce Act and the Uniform Electronic Transaction Act, both parties agree to accept an electronic signature as a valid replacement of an ink and paper signature for all business transactions related to this Agreement.

18. Successors and Assigns

This Agreement shall be binding upon Client and Consultant, their successors and assigns. Neither party shall assign, subcontract, transfer, or otherwise dispose of any interest in this Agreement without the prior written approval of the other, which shall not be unreasonably withheld.

19. Third-party Beneficiaries

This Agreement confers or creates no rights or benefits in anyone other than Client and Consultant, and it has no third-party beneficiaries.

20. Attorneys' Fees

In the event, and only in the event, it is necessary to take legal action to collect monies due and owing pursuant to this Agreement, the prevailing party will be entitled to attorneys' fees and expenses incurred, in addition to any other relief sought. In the event such action is necessary to collect monies due pursuant to this Agreement, Consultant shall also be awarded the reasonable value of its time and expenses spent for such collection action, calculated according to the Consultant's prevailing fees schedule and expense policies. Under no circumstances shall any of the provisions of this Agreement be deemed to waive the requirements and limitations of Florida Statute §768.28, as such applies to the City of Pinellas Park, Florida, a Florida municipal corporation.

21. Entire Agreement

This Agreement sets forth the entire understanding between the parties as to the subject matter of this Agreement and merges all prior discussions, negotiations, letters of understanding or other promises, whether oral or in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written, in **FIVE (5) counterparts**, each of which shall for all purposes be deemed an original.

CITY OF PINELLAS
PARK

PINELLAS COUNTY, FLORIDA

ATTEST:

Diane M. Corna, MMC

By_____

Sandra L. Bradbury, Mayor

(SEAL)

ATTEST:

Contractor (Company Name)

(SEAL)

Attestor Title (Print)

By_____

Signature of Authorized Officer

(TYPE OR PRINT SIGNATURE)

Approved as to form and correctness:

City Attorney, James W. Denhardt

City of Pinellas Park

Approved by City Council:_____



Attachment A

CONSULTANT'S SCOPE OF WORK AND SCHEDULE



January 14, 2021

Mr. Derek Reeves
Principal Planner
City of Pinellas Park
6051 78th Avenue N
Pinellas Park, Florida 33781

Subject: Proposal for 78th Avenue Complete Streets Concept Plan

Dear Mr. Reeves:

Fehr & Peers appreciates the opportunity to submit this scope of services to work with the City of Pinellas Park to develop the 78th Avenue Complete Streets Concept Plan. The project limits are generally from 66th Street N in the west to US 19 in the east, with the core of the corridor connecting the City Center and Performing Arts districts. The envisioned corridor is intended to be complementary to the 70th Avenue corridor in the south to provide key east-west bicycle and pedestrian connections that are more comfortable and less stressful than Park Boulevard.

78th Avenue currently provides a three-lane cross section within a typical 60-foot right-of-way. Sidewalks are provided on both sides of the street. Along some roadway sections, there is a landscape strip that separates the pedestrian realm from the vehicle travel way; in other portions, the sidewalk abuts the travel lane. No dedicated bicycle facilities are provided. As part of the 2020 Community Redevelopment Plan, the City considered different cross-sections for 78th Avenue.

As the City Center Plan effort (City Center effort) will be occurring simultaneously with the 78th Avenue Concept Plan development, we have included as a part of this project core team members from the City Center effort, including S&ME to provide support related to landscaping, urban design and placemaking elements and Pennoni to provide support related to a review of drainage, utilities and other potential infrastructure needs to help refine the preferred alternative and develop realistic project cost estimates.

The following provides a detailed scope of work.

Task 1 – Project Management

Fehr & Peers will provide overall project management throughout the course of the project. Specific project management tasks include bi-weekly check-in calls between Fehr & Peers' Project Manager and the City's Project Manager, preparing monthly invoices and progress reports, preparing for and attending



up to six additional meetings not included as part of other tasks (generally coordinated with task completion or deliverable submittals to identify next steps), overall project team coordination, and project e-mail coordination.

TASK 1 KEY DELIVERABLES

- Monthly invoices and progress reports.

TASK 1 MEETINGS

- Project Kick-off.
- Bi-weekly Project Manager check-ins.
- Project Team Meetings (6) (scheduled on an as-needed basis).

Task 2 – Public Engagement

Public engagement activities for the 78th Avenue Concept Plan will be coordinated to the greatest extent feasible with the City Center effort. As part of this task we will provide feedback on the overall Public Engagement Plan that is being developed as part of the City Center effort. As the extent of that effort has not yet been established, we have developed a flexible approach to public engagement which includes:

- Fehr & Peers attendance at up to five steering committee meetings; we expect to have an active role in two of these meetings where we will prepare and present materials for discussion related to the 78th Avenue corridor.
- Fehr & Peers attendance at up to five stakeholder committee meetings, either in conjunction with the City Center effort or as stand-alone meetings for the 78th Avenue corridor. Stakeholders for 78th Avenue may include FDOT, CSX, Pinellas County, Forward Pinellas, or other stakeholder organizations that we identify in collaboration with City staff.
- Fehr & Peers attendance at one public workshop and preparation of up to three presentation boards or similar materials.
- Development of a web map where people can note their safety and transportation challenges along and connecting to the 78th Avenue corridor.
- Development of content related to the 78th Avenue corridor process that can be incorporated into the overall City Center effort web site and social media feeds.
- Presentation of the final 78th Avenue Complete Streets Concept Plan by Fehr & Peers to City Council.

Given that we are building from the CRA preliminary concept as well as the City Center effort, we envision our direct involvement in two phases of public engagement: a *refinement* phase concurrent with Task 3: Existing Conditions and Task 4: Alternatives Refinement and an *inform* phase concurrent with Task 5: Preferred Concept Plan.



TASK 2 KEY DELIVERABLES:

- Feedback on overall public engagement plan and preparation for and attendance at noted meetings.

Task 3 – Existing Conditions Assessment

Available data suggest that the vehicle volumes on the 78th Avenue corridor are well within the expected range for a two-lane roadway, and the swift and efficient movement of vehicles through the corridor is not the primary goal of the project. However, there will likely be questions related to vehicle operations, goods movement, access to schools, and safety. Therefore, we have structured the existing conditions assessment to help inform key concerns:

- Data Collection – As part of the project, we propose to collect the following information:
 - Fehr & Peers will retain a traffic data collection firm to conduct daily counts at up to five locations on 78th Avenue, including vehicle classification and speed, as calibration sites to adjust counts to pre COVID-19 conditions and to identify peak times for intersection data collection. A two-hour peak period turning movement count will be collected at up to six intersections along the corridor, potentially including (final list to be determined in collaboration with City staff):
 - 66th Street (signal)
 - 60th Street (signal)
 - 52nd Street (signal)
 - 49th Street (signal)
 - 43rd Street (side-street STOP)
 - US 19 (unsignalized, restricted access)The counts will include a vehicle classification count, and level of bicycle and pedestrian activity. Additionally, we will obtain the most recent 5-years of collision data from the Pinellas County Crash Data Management System (CDMS).
 - Mapping of driveways on 78th Avenue including general land use type (e.g., residential, commercial, institutional).
 - Above ground and underground utility information (type and location) where available from the City.
 - Windshield surveys (peak period survey based on when truck traffic is highest along the corridor) of the corridor to identify frequent freight activity zones.
 - We will also obtain and review applicable plans and policies.
 - We will use land use and other context maps from the City Center effort.
- Analysis – based on the data collected above, we would conduct the following analysis:
 - Intersection operations based on the peak hour data collected.



- Multimodal safety assessment, including mapping and profile analysis of five years of crash data.
- People walking & biking: Level of Traffic Stress (LTS), a measure of comfort for people walking and biking, based on built environment factors. Fehr & Peers will apply our Streetscore+ tool to determine LTS for up to 5 distinct segments of 78th Avenue. This analysis uses built environment factors in addition to travel characteristics of the roadway, such as vehicle speeds and volumes to establish a numerical score for pedestrian and bicycle travel along the corridor. These calculations will ultimately be repeated during the alternatives analysis to identify the benefits of various project alternatives.
- Map of existing and planned roadway network in the project area to help identify opportunities to connect with other roadways/land uses, including identification of key corridors that would connect 78th Avenue to 70th Avenue where enhanced intersection treatments could be justified.

TASK 3 KEY DELIVERABLES:

- Technical memorandum summarizing existing transportation conditions of 78th Avenue, incorporating an assessment of potential issues and opportunities.

Task 4 – Alternatives Refinement

We understand that the City's CRA Plan identifies possible cross-sections for 78th Avenue, including a cross-section with a multi-use path on the south side of 78th Avenue and a specialty on-street parking cross-section. To aid in the refinement of project alternatives, we will work with the City to define criteria against which each project alternative should be evaluated. Factors that could be considered include:

- Amount of new bicycle and pedestrian activity generated
- Community support
- Cost
- Feasibility
- Level of Traffic Stress
- Placemaking, urban design and potential activation considerations
- Potential safety benefit
- Right-of-way needs
- Roadway operations for all travel modes

Based on the existing conditions assessment, discussion with and feedback from the public, the City Center effort steering committee and stakeholder committee, Fehr & Peers will develop up to three cross-section variants. As a part of this task we would identify up to two prototypical intersection configurations



for each collector or arterial intersection that may include roundabouts. The intent of this exercise is to identify if additional right-of-way might be needed, and other potential constraints. More detailed analysis to confirm geometric layouts would be required as part of a subsequent effort. This task will also include a preliminary assessment of potential issues (e.g., geometrics, drainage, potential right-of-way needs, and others) as needed to support the preferred alternative section.

For each alternative, a qualitative assessment of the effects on roadway operations, including the potential for diverted travel to parallel streets, will be conducted. Freight and service vehicle staging will also be qualitatively evaluated.

TASK 4 KEY DELIVERABLES:

- Cross sections of up to three alternatives.
- Intersection concepts.
- Matrix evaluating each alternative against evaluation criteria.

Task 5 – Preferred Concept Plan

Based on feedback received in Task 4, Fehr & Peers will develop a preferred alternative concept plan for the segment of 78th Avenue N from 66th Street N to US 19. The concept plan will be prepared to scale based on aerial imagery of the corridor and available property line data and include recommended intersection treatments and locations of additional mid-block crossings. Additionally, Fehr & Peers will recommend regulatory and warning sign types associated with improvements. No right-of-way or survey is included in this scope. For portions of the 78th Avenue corridor within the City Center effort, we will identify special context/activity zone cross sections. S&ME will also provide the urban design palate (streetlights, landscape features, etc.) to include in the concept plan.

Once the final/preferred alternative for the 78th Avenue Complete Street has been selected, S&ME will create a 3D model in Sketchup for a 1.2-mile segment of the corridor, between 62nd Street and 49th Street. The model effort will exceed the northern and southern limits of the 78th Avenue right-of-way to illustrate the complete street improvement, including buildings, hardscape and landscape elements and site furnishings. Upon completion, this 3D model will be seamlessly integrated into Lumion for the flythrough video that will be developed as part of the City Center Plan.

S&ME will create (3) illustrative renderings of the complete improvement along 78th Street using Lumion. As part of this process, S&ME will provide a progress rendering to the Client for review and direction for preferred views. This scope includes up to two (2) round of minor revisions; additional updates or major revisions will require additional services.



An Engineer's Opinion of Probable Cost (OPC) based on quantity take-offs from the concept plan will be prepared by Pennoni, including soft costs and appropriate contingencies. Potential funding sources and potential project phases with independent utility will also be identified.

TASK 5 KEY DELIVERABLES:

- Concept Plan.
- Urban design palate.
- 3D Sketch model of the corridor segment in digital format.
- Three (3) illustrative renderings in digital format for inclusion in final plan.
- Cost estimates.

Task 6 – Final Plan Development

A Complete Streets Concept Plan will be prepared that documents Tasks 1 through 5, including the existing conditions assessment, public outreach process, preferred concept plan, urban design palate, cost estimates, and implementation strategy in a concise report. We will respond to two rounds of consolidated editorial feedback from City staff.

TASK 6 KEY DELIVERABLES:

- Administrative Draft 78th Avenue Complete Streets Concept Plan Report.
- Draft 78th Avenue Complete Streets Concept Plan Report.
- Final 78th Avenue Complete Streets Concept Plan Report.

Schedule

We understand that the bulk of this project would be conducted within the first six months of the year and would be conducted in parallel to the City Center effort. We have outlined a schedule that would largely complete the project by the end of June. The following schedule has been prepared assuming we receive a fully executed contract by February 1. Delaying the project's start past February 1 will result in commensurate delays to this schedule.

- February – Provide feedback on Public Engagement for City Center effort and begin Existing Conditions Assessment, including set-up of web map for public feedback.
- March – Present initial existing conditions assessment to Stakeholder group and finalize based on feedback from public and stakeholders.
- April – Alternatives Refinement is underway with presentations timed with on-going City Center efforts to gain feedback on the Alternatives by mid-May.
- May – Start development of preferred concept plan.
- June – Complete development of the preferred concept plan.



- July – Prepare Administrative Draft 78th Avenue Complete Streets Concept Plan Report; finalization would depend on City review cycle.

Our level of effort is presented on the attached spreadsheet and is within the budget allocated for the project. This scope of work does not include right-of-way, topographic, or utility surveys, detailed engineering design beyond conceptual plans, or environmental documentation. Additional analysis may be required to address potential concerns from FDOT about the operation of their intersections along the corridor. We look forward to collaborating with you on this effort.

Sincerely,

FEHR & PEERS

Kathrin Tellez, AICP, PTP
Principal
P20-0065-OR

“

Our mission is to empower every employee to develop effective and innovative transportation solutions that **improve communities**

Attachment B

SCHEDULE FOR CONSULTANT'S COMPENSATION



Fee Proposal for 78th Avenue Corridor

	Fehr & Peers (Prime)								Direct Costs	Total	Subconsultant 1 - S&ME						Subconsultant 2 - Pennoni						Total Hours	Total Costs
	Project Manager	Principal-in-Charge	Senior Professional	Project Professional	Project Planner/Engineer	Graphics/GIS/CAD	Project Coordinator	Labor Hours			Jay Hood	LA3	LA1	Labor Hours	Direct Costs	Total	Project Manager	Senior Professional	Project Professional	Labor Hours	Direct Costs	Total		
Tasks	\$275	\$295	\$210	\$180	\$130	\$155	\$110				\$275	\$140	\$100				\$275	\$210	\$180					
Task 1 - Task Name																								
1.1 Kickoff	1						1	2	\$0	\$385				0	\$0	\$0				0	\$0	\$0	2	\$385
1.2 Meetings	12	6	6					24	\$0	\$6,330				0	\$0	\$0				0	\$0	\$0	24	\$6,330
1.3 On-going Project Management/Invoicing	6						12	18	\$0	\$2,970				0	\$0	\$0				0	\$0	\$0	18	\$2,970
Task 2 - Public Engagement																								
2.1 Steering Committee	7	2	2			4		15	\$0	\$3,555				0	\$0	\$0				0	\$0	\$0	15	\$3,555
2.2 Stakeholder Meetings	6	2	2			4		14	\$0	\$3,280				0	\$0	\$0				0	\$0	\$0	14	\$3,280
2.3 Public Workshop	4					4		8	\$0	\$1,720				0	\$0	\$0				0	\$0	\$0	8	\$1,720
2.4 Other	8	2	4	4	16			34	\$2,500	\$8,930				0	\$0	\$0				0	\$0	\$0	34	\$8,930
Task 3 - Existing Conditions																								
3.1 Existing Conditions	16	2	8	4	32	16		78	\$4,400	\$18,430				0	\$0	\$0				0	\$0	\$0	78	\$18,430
Task 4 - Alternatives Refinement																								
4.1 Alternatives Refinement	4	2	8	4	12	12		42	\$0	\$7,510	4			4	\$80	\$1,180	4	8	12	24	\$350	\$5,290	66	\$13,980
Task 5 - Preferred Concept Plan																								
5.1 Preferred Concept Plan	12	8	12	4	40	32		108	\$0	\$19,060				0	\$0	\$0				0	\$0	\$0	108	\$19,060
5.2 Context zones & urban design palates	1		1					2	\$0	\$485	4	10	10	24	\$250	\$3,750				0	\$0	\$0	2	\$4,235
5.3 3D visualization	1		1					2	\$0	\$485	2	40	80	122	\$990	\$15,140				0	\$0	\$0	2	\$15,625
5.4 Cost Estimates	1		1					2	\$0	\$485				0	\$0	\$0	4	12	30	46	\$630	\$9,650	48	\$10,135
Task 6 - Documentation																								
6.1 Prepare and Present Draft Report	14	4	8	4	20	8		58	\$0	\$11,270				0	\$0	\$0				0	\$0	\$0	58	\$11,270
6.2 Prepare and Present Final Report	4	2	8		8	4		26	\$0	\$5,030				0	\$0	\$0				0	\$0	\$0	26	\$5,030
Total for all Tasks	97	30	61	20	128	84	13	433	\$6,900	\$89,925	10	50	90	150	\$1,320	\$20,070	8	20	42	70	\$980	\$14,940	503	\$124,935

Notes:

This fee proposal is valid for a period of 90 days from the proposal submittal date.

Mileage is billed at the IRS rate plus 10% handling fee.

Rates and non-key staff are subject to change at any time, without notice, and within the total budget shown.

Attachment C

ADDITIONAL TERMS



(1) **Compliance with Regulations:** The Consultant shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") 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 contract.

(2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the DOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information the Consultant shall so certify to the DOT as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the DOT shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

(a.) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b.) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Consultant shall take such action with respect to any subcontract. or procurement as the DOT may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the DOT to enter into such litigation to protect the interests of the DOT, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures 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.*).

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Fehr & Peers	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 100 Pringle Avenue, Suite 600	Requester's name and address (optional)
6 City, state, and ZIP code Walnut Creek, CA 94596	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-			-			
or									
Employer identification number									
6	8		-	0	0	6	5	5	4
									0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ► January 5, 2021
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



FEHR&PE-01

THOMASR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/6/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 200 Pleasanton, CA 94588	CONTACT NAME: Gigi Yuen PHONE (A/C, No, Ext): (925) 660-3514 50008 FAX (A/C, No): (925) 416-7869 E-MAIL ADDRESS: Gigi.Yuen@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Fehr & Peers 100 Pringle Avenue, Suite 600 Walnut Creek, CA 94596	INSURER A : RLI Insurance Company	
	INSURER B : Trumbull Insurance Company	
	INSURER C : Liberty Insurance Underwriters, Inc	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	PSB0006683	12/6/2020	12/6/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	PSA0002276	12/6/2020	12/6/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			PSE0002889	12/6/2020	12/6/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	57WEGZJ1989	5/1/2020	5/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab.			AEXNYABEFJ2005	12/6/2020	12/6/2021	Per Claim 5,000,000
C	Professional Liab.			AEXNYABEFJ2005	12/6/2020	12/6/2021	Aggregate 5,000,000

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

P20-0065-OR/78th Avenue Corridor Concept Plan

All Operations of the Named Insured, including the aforementioned project, if any.


General Liability: Please see blanket Additional Insured endorsement attached; such coverage is Primary and Non-Contributory with Waiver of Subrogation included, as required per written contract.

Auto Liability: No company owned vehicles. Please see blanket Additional Insured endorsement with Waiver of Subrogation included, as required per written contract.

Workers' Compensation: Waiver of Subrogation is included as per attached blanket Waiver of Subrogation endorsement, as required per written contract. SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Pinellas Park Attention: Derek Reeves Technical Services Building 6051 78th Ave/P.O. Box 1100 Pinellas Park, FL 33780-1100	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**ADDITIONAL REMARKS SCHEDULE**

AGENCY IOA Insurance Services		License # 0E67768	NAMED INSURED Fehr & Peers 100 Pringle Avenue, Suite 600 Walnut Creek, CA 94596
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

GENERAL LIABILITY & AUTO LIABILITY INCLUDE THE FOLLOWING PERSON(S) OR ORGANIZATION(S): City of Pinellas Park, as required per written contract.

30 day notice of cancellation is included in the policy provisions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

[REDACTED]

- a. In the performance of your ongoing operations;
 - b. In connection with premises owned by or rented to you; or
 - c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
 - b. This insurance does not apply to the rendering of or failure to render any "professional services".
 - c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

[REDACTED]

[REDACTED]

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II –



We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] BUSINESS AUTO ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. Broad Form Named Insured**
- B. Employees As Insureds**


- E. Employee Hired Autos**
- F. Fellow Employee Coverage**
- G. Auto Loan Lease Gap Coverage**
- H. Glass Repair – Waiver Of Deductible**
- I. Personal Effects Coverage**
- J. Hired Auto Physical Damage Coverage**
- K. Hired Auto Physical Damage – Loss Of Use**
- L. Hired Car – Worldwide Coverage**
- M. Temporary Transportation Expenses**
- N. Amended Bodily Injury Definition – Mental Anguish**
- O. Airbag Coverage**
- P. Amended Insured Contract Definition – Railroad Easement**
- Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound**
- R. Notice Of And Knowledge Of Occurrence**
- S. Unintentional Errors Or Omissions**
- T. Towing Coverage**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs is an “insured” for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured’s own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs.

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any “accident” or

“loss”, provided that the “accident” or “loss” arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

An “employee” of yours is an “insured” while operating an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own:

(1) Any covered “auto” you lease, hire, rent or borrow; and

(2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business. However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total “loss” to a covered “auto” shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto”, less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the “loss”;



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 57 WEG ZJ1989

Endorsement Number:

Effective Date: 05/01/20

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: FEHR & PEERS

100 PRINGLE AVE STE 600
WALNUT CREEK CA 94596

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

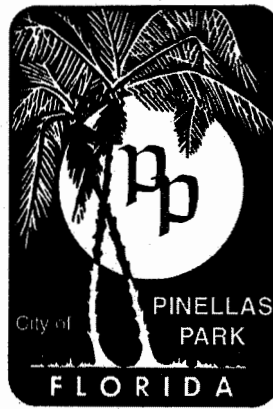
Job Description

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by _____
Authorized Representative

City of
PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100



FLORIDA

PHONE • (727) 369-0700
FAX • (727) 544-7448

Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

January 14, 2021

Mr. Derek Reeves
Principal Planner
Planning & Development Services
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #21-012
78th Avenue Complete Streets Agreement

Dear Mr. Reeves:

We have received and reviewed the above-mentioned 78th Avenue Complete Streets Agreement with Fehr & Peers, as well as the corresponding documents. We would approve of the Agreement as to form and correctness.

Very truly yours,

James W. Denhardt
City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Lisa Hendrickson, Assistant City Manager
Bart Diebold, Assistant City Manager
Benjamin Ziskal, Community Development Administrator
Nick Colonna, Planning & Development Services Director

JWD/cb

21-012.01142021.LDR.Agrmt. - 78th Ave. Complete Streets.wpd



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