



**CONSULTANT COMPETITIVE NEGOTIATION
ACT (CCNA)**

AGREEMENT No. 26-R089754RB

**PROFESSIONAL SERVICES GATEWAY
GREENWAY TRAIL - PHASE II PROJECT
DEVELOPMENT & ENVIRONMENT (PD&E)
STUDY**

between

MANATEE COUNTY (COUNTY)

and

**KIMLEY-HORN AND ASSOCIATES, INC.
(CONSULTANT)**

AGREEMENT FOR PROFESSIONAL SERVICES GATEWAY GREENWAY TRAIL - PHASE II PROJECT DEVELOPMENT & ENVIRONMENT (PD&E) STUDY

THIS AGREEMENT is made and entered into as of this 25th day of August, 2026 (“Effective Date”), by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (“**COUNTY**”), with offices located at 9000 Town Center Parkway, Lakewood Ranch, Florida 34202, and **Kimley-Horn and Associates, Inc.**, a North Carolina Corporation, (“**CONSULTANT**”) with offices located at 201 North Franklin Street, Suite 1400, Tampa, FL 33602, and duly authorized to conduct business in the State of Florida. **COUNTY** and **CONSULTANT** are collectively referred to as the “Parties” and individually as “Party.”

WHEREAS, **CONSULTANT** engages in the business of professional engineering services; and

WHEREAS, **COUNTY** has determined that it is necessary, expedient and in the best interest of **COUNTY** to retain **CONSULTANT** to render the professional services described in this Agreement; and

WHEREAS, this Agreement is a result of **CONSULTANT**’S submission of a proposal in response to Request for Qualifications No. 26-R089754RB and **COUNTY** thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code and Florida Statute § 287.055.

NOW, THEREFORE, the **COUNTY** and **CONSULTANT**, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. SCOPE OF SERVICES

CONSULTANT shall provide professional services as described in **Exhibit A**, Scope of Services (“Services”). “Task” as used in this Agreement, refers to particular categories/groupings of services specified in **Exhibit A**.

ARTICLE 2. EXHIBITS INCORPORATED

This Agreement consists of a primary contract and five (5) exhibits, which are as follows:

Exhibit A Scope of Services

Exhibit B Fee Rate Schedule

Exhibit C Affidavit of No Conflict

Exhibit D Anti-Human Trafficking Affidavit

Exhibit E Insurance Requirements

These Exhibits are attached hereto and are incorporated into this Agreement. In the event of a conflict between the terms and conditions provided in the Articles of this Agreement and any Exhibit, the provisions contained within these Articles shall prevail unless the Exhibit specifically states that it shall prevail.

ARTICLE 3. AGREEMENT TERM

- A. This Agreement shall commence on the Effective Date and remain in force until all Work issued during the effective period of this Agreement is completed, unless terminated by COUNTY pursuant to Article 10, but not to exceed five (5) years.

ARTICLE 4. COMPENSATION

- A. Compensation payable to CONSULTANT for the Services and expenditures incurred in providing the Services specified in **Exhibit A** shall be as stated in **Exhibit B**.
- B. Compensation to CONSULTANT shall be based on actual hours performed times fee rate of the individual performing the work, plus reimbursable expenses up to the maximum compensation authorized in **Exhibit B**
- C. The fee rates specified in **Exhibit B** shall be the total compensation for Services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

ARTICLE 5. INVOICES AND TIME OF PAYMENT

- A. Subject to the provisions of this Agreement, COUNTY shall pay CONSULTANT for the Services at a rate of compensation according to the deliverable payment schedule stated in **Exhibit B**.
- B. COUNTY shall approve of all invoices prior to payment.
- C. When CONSULTANT seeks payment for any deliverable or reimbursable expense, it shall provide COUNTY with an invoice that includes a description of authorized Services performed and/or expense incurred, and the total unpaid compensation CONSULTANT represents as being due and owing as of the invoice date. All invoices shall include the number which COUNTY shall assign to this Agreement and will be provided to CONSULTANT in writing, upon execution of this Agreement.
- D. If any Task requires units of deliverables, such units must be received and accepted in writing by the COUNTY prior to payment.
- E. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify CONSULTANT that the deliverable, or any part thereof, is unacceptable, and/or that any asserted expense is not reimbursable.
- F. COUNTY shall have the right to retain from any payment due CONSULTANT under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to COUNTY by CONSULTANT on any other Agreement between CONSULTANT and COUNTY.
- G. All costs of providing the Services shall be the responsibility of CONSULTANT, with the exception of reimbursement by COUNTY for costs deemed reimbursable in **Exhibit B**.

- H. Any dispute between COUNTY and CONSULTANT with regard to the Services or CONSULTANT'S invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and Article 12 of this Agreement.

ARTICLE 6. RESPONSIBILITIES OF CONSULTANT

- A. CONSULTANT shall appoint an Agent with respect to the Services. CONSULTANT'S Agent shall have the authority to make representations on behalf of CONSULTANT, receive information, and interpret and define the needs of CONSULTANT and make decisions pertinent to Services covered by this Agreement. CONSULTANT'S Agent shall have the right to designate other employees of CONSULTANT to serve in his or her absence. CONSULTANT reserves the right to designate a different agent, provided that COUNTY is given advance written notice thereof.
- B. CONSULTANT shall perform the Services in accordance with the terms and conditions of this Agreement.
- C. CONSULTANT shall ensure that all employees assigned to render the Services are duly qualified, registered, licensed or certified to provide the Services required.
- D. CONSULTANT shall be responsible for collecting all existing data required for the successful completion of each Task.
- E. CONSULTANT shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the Services. CONSULTANT attests to this via an Affidavit of No Conflict, **Exhibit C**.
- F. CONSULTANT shall be entitled to rely upon information provided from COUNTY. Information includes, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONSULTANT'S work under this Agreement. CONSULTANT shall be fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying any obvious deficiencies concerning the documents and information provided. CONSULTANT shall notify COUNTY of any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the Services.
- G. CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

- H. CONSULTANT shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the required services hereunder. CONSULTANT shall not sublet, assign or transfer any services under this Agreement without prior written consent of COUNTY.
- I. COUNTY may require in writing that CONSULTANT remove from the project any of CONSULTANT'S personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY'S use of this provision will be valid.

ARTICLE 7. RESPONSIBILITIES OF COUNTY

- A. COUNTY shall, through its County Administrator, appoint an individual to serve as County Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to services covered by this Agreement. COUNTY reserves the right to designate a different County Representative, provided that CONSULTANT is given written notice thereof.
- B. COUNTY shall make available, at no cost to CONSULTANT, information relative to the project that is useful in the performance of the Services.
- C. COUNTY shall provide prompt notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any defect in the performance of the Services under this Agreement.
- D. COUNTY shall give careful and reasonable consideration to the findings and recommendations of CONSULTANT and shall respond and issue notices to proceed in a timely manner.
- E. COUNTY personnel shall be available on a time-permitting basis, where required and necessary to assist CONSULTANT. The availability and necessity of said personnel to assist CONSULTANT shall be at the discretion of COUNTY.
- F. COUNTY shall perform the responsibilities enumerated in this Article at no cost to CONSULTANT.

ARTICLE 8. COUNTY'S PROJECT MANAGER

The Project Manager shall be appointed to represent COUNTY in all technical matters pertaining to the Services. The Project Manager shall have the following responsibilities:

- A. The examination of all reports, sketches, drawings, estimates, proposals, and any other documents provided by CONSULTANT.
- B. Providing CONSULTANT written decisions of COUNTY'S approval or disapproval of these documents within a reasonable time.
- C. Transmission of instructions, receipt of information, and interpretation of COUNTY policies

and decisions with respect to design, materials and other matters pertinent to the services provided under this Agreement.

- D. Provide CONSULTANT with prompt written notice whenever COUNTY observes, or otherwise becomes aware of, any defects or changes necessary in a project.

ARTICLE 9. COUNTY OWNERSHIP OF WORK PRODUCT

The Parties agree that COUNTY shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to COUNTY in connection with this Agreement, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively “the Intellectual Property”). CONSULTANT hereby assigns and transfers all rights in the Intellectual Property to COUNTY. CONSULTANT further agrees to execute and deliver such assignments and other documents as COUNTY may later require to perfect, maintain and enforce COUNTY’S rights as sole owner of the Intellectual property, including all rights under patent and copyright law.

ARTICLE 10. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

1. COUNTY shall have the right, by written notice to CONSULTANT, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:
 - a. Failure to provide products or Services that comply with the specifications herein or that fail to meet COUNTY’S performance standards;
 - b. Failure to deliver the supplies or perform the Services within the time specified; or
 - c. Progress that is at a rate that disrupts the overall performance of this Agreement.
2. Prior to termination for default, COUNTY shall provide adequate written notice to CONSULTANT, affording CONSULTANT the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.
3. Such termination may also result in suspension or debarment of CONSULTANT in accordance with Manatee County’s Procurement Ordinance, Chapter 2-26. CONSULTANT shall be liable for any damage to COUNTY resulting from CONSULTANT’S default of the Agreement.
4. In the event of termination of this Agreement, CONSULTANT shall be liable for any damage to COUNTY resulting from CONSULTANT’S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.

5. In the event of termination by COUNTY for any cause, CONSULTANT shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, CONSULTANT shall:
 - a. Stop work on the date and to the extent specified;
 - b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
 - c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by COUNTY; and
 - d. Continue and complete all parts of that work that have not been terminated.

B. TERMINATION WITHOUT CAUSE:

COUNTY may terminate this Agreement, in whole or in part, without cause. COUNTY shall provide CONSULTANT a written "Notice of Intent to Terminate" thirty (30) days prior to the date of termination. If this Agreement is terminated by the COUNTY without cause, CONSULTANT shall be entitled to payment for all Services performed to the satisfaction of the COUNTY and all expenses incurred under this Agreement prior to termination, less any costs, expenses or damages due to the failure of the CONSULTANT to properly perform pursuant to this Agreement. CONSULTANT shall not be entitled to any other compensation, including anticipated profits on unperformed Services.

ARTICLE 11. TRANSITION SERVICES UPON TERMINATION

Upon termination or expiration of this Agreement, CONSULTANT shall cooperate with COUNTY to assist with the orderly transfer of the Services to COUNTY. Prior to termination or expiration of this Agreement, COUNTY may require CONSULTANT to perform and, if so required, CONSULTANT shall perform, certain transition services necessary to shift the services of CONSULTANT to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

- A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the services;
- B. Executing the Transition Services plan activities;
- C. Answering questions regarding the Services on an as-needed basis; and
- D. Providing such other reasonable services needed to effectuate an orderly transition to a new Service provider or to COUNTY.

ARTICLE 12. DISPUTE RESOLUTION

- A. Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the COUNTY.

- B. CONSULTANT agrees it must exhaust all dispute resolution procedures set forth in Manatee County's Procurement Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

ARTICLE 13. COMPLIANCE WITH LAWS

All Services rendered or performed by CONSULTANT pursuant to the provisions of this Agreement shall be in compliance with all applicable local, state and federal laws and ordinances. CONSULTANT shall have and keep current at all times during the term of this Agreement all licenses and permits as required by law.

ARTICLE 14. NON-DISCRIMINATION

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

ARTICLE 15. MAINTENANCE OF RECORDS; AUDITS; LICENSES

- A. CONSULTANT shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.

CONSULTANT shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONSULTANT'S performance. Such materials shall also be made available to COUNTY upon request for auditing purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONSULTANT made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONSULTANT must obtain them from that third party, or certify in writing to COUNTY why it was unable to do so. CONSULTANT shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.

- B. CONSULTANT shall obtain any licenses required to provide the Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by CONSULTANT. CONSULTANT shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

ARTICLE 16. PUBLIC RECORDS

Pursuant to Florida Statutes §119.0701, to the extent CONSULTANT is performing services on behalf of COUNTY, CONSULTANT shall:

- A. Keep and maintain public records that would ordinarily be required by COUNTY to perform the service.
- B. Upon request from COUNTY'S custodian of public records, provide COUNTY 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if CONSULTANT does not transfer the records to COUNTY.
- D. Upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of CONSULTANT or keep and maintain public records required by COUNTY to perform the service. If CONSULTANT transfers all public records to COUNTY upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of this Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

BY PHONE: 941.742.5845
BY EMAIL: PUBLIC.RECORDS@MYMANATEE.ORG
BY MAIL: PO BOX 1000
BRADENTON, FLORIDA 34206
IN PERSON: MANATEE COUNTY
ATTN: RECORDS MANAGER
1112 MANATEE AVENUE WEST
BRADENTON FL 34205

ARTICLE 17. INDEMNIFICATION

- A. The CONSULTANT shall indemnify and hold harmless County, its officers, and employees from liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its personnel, design professionals and other persons employed or utilized by the CONSULTANT in the performance of this Agreement. Such indemnification shall include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. County reserves the right to defend itself.
- B. CONSULTANT shall indemnify, defend, save and hold harmless the COUNTY, its officers, and employees all third-party claims, liabilities, loss, or cause of action that the Services constitutes an infringement of any third-party intellectual property right(s), unless such claim is based on COUNTY'S wrongful or illegitimate use of the Services. The foregoing states the entire liability of CONSULTANT and the sole and exclusive remedy for COUNTY with respect to any third-party claim of infringement or misappropriation of intellectual property rights. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees.

ARTICLE 18. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein shall be interpreted as a waiver by COUNTY of its rights, including the limitations of the waiver of immunity as set forth in Florida Statutes § 768.28, or any other statutes or immunities. COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 19. INSURANCE

- A. CONSULTANT shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as **Exhibit E**, during the term of this Agreement, to include any renewal terms.

Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit E** shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.

- B. Insurance shall remain in force for at least three (3) years after completion of the Services in the amounts and types of coverage as required by **Exhibit E**, including coverage for all Services completed under this Agreement.

- C. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONSULTANT and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.

ARTICLE 20. ASSIGNMENT AND SUBCONTRACTING

CONSULTANT shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of COUNTY. In the event CONSULTANT asserts it is necessary to utilize the services of third parties to perform any Service under this Agreement, CONSULTANT shall first obtain prior written approval of COUNTY.

Approval to utilize any third party shall not relieve CONSULTANT from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONSULTANT as outlined in this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

Assignment, pledging, sale, transfer or encumbering of any interest or rights under this Agreement, to anyone other than the CONSULTANT, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement.

ARTICLE 21. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT

CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONSULTANT any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or, at its discretion, to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 22. KEY PERSONNEL

The following key personnel are hereby assigned to this Agreement by CONSULTANT:

Cris Schooley, PE, AICP
Shari Barnwell, PE

CONSULTANT shall not remove such key personnel from providing the Services; provided, however, that the removal of such personnel due to their incapacity, voluntary termination, or termination due to just cause will not constitute a violation of this Agreement. The COUNTY will require that, at a minimum, any proposed replacement have equal or greater qualifications and experience as the key personnel being replaced. CONSULTANT shall not make any personnel changes of the key personnel until written notice is made to and approved by the COUNTY.

ARTICLE 23. SUB-CONTRACTOR

If CONSULTANT receives written approval from the COUNTY to use the services of a sub-

contractor(s), CONSULTANT shall utilize the sub-contractor fees specified in **Exhibit B**. CONSULTANT shall notify COUNTY of any replacements or additions to **Exhibit B** and receive prior written approval of COUNTY for replacements or additions before the use of the sub-contractor.

ARTICLE 24. PROFESSIONAL LIABILITY

To the fullest extent allowed by law, the individuals performing the Services shall be personally liable for negligent acts or omissions. To the fullest extent allowed by law, CONSULTANT shall likewise be liable for negligent acts or omissions in the performance of the Services.

ARTICLE 25. NOTICES

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY: Manatee County Government
Public Works - Project Management
Attn: Project Manager
Name Justin Rourk
9000 Town Center Parkway
Sarasota, FL 34202
Phone: (941) 708-7450
Email: justin.rourk@mymanatee.org

To CONSULTANT: Kimley-Horn and Associates, Inc.
Attn: Cris Schooley
200 South Orange Avenue, Suite 600
Orlando, FL 32801
Phone: (407) 768-3227
Email: cris.schooley@kimley-horn.com

ARTICLE 26. RELATIONSHIP OF PARTIES

The relationship of CONSULTANT to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONSULTANT or any of the officers, employees, personnel, agents, or sub-consultants of CONSULTANT any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to CONSULTANT in connection with this Agreement or for debts or claims accruing to such parties. CONSULTANT shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

ARTICLE 27. NO CONFLICT

By accepting award of this Agreement, CONSULTANT, its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of the Services.

ARTICLE 28. ETHICAL CONSIDERATIONS

CONSULTANT recognizes that in rendering the Services, CONSULTANT is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition CONSULTANT shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the Services. CONSULTANT shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the Services rendered to COUNTY.

ARTICLE 29. PUBLIC ENTITY CRIMES

CONSULTANT has been made aware of the Florida Public Entity Crimes Act, Florida Statutes § 287.133, specifically section 2(a), and COUNTY'S requirement that CONSULTANT comply with it in all respects prior to and during the term of this Agreement.

ARTICLE 30. TAXES

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CONSULTANT is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONSULTANT'S normal tax liability.

CONSULTANT shall be responsible for payment of federal, state, and local taxes which may be imposed upon CONSULTANT under applicable law to the extent that CONSULTANT is responsible for the payment of same under applicable law.

ARTICLE 31. FORCE MAJEURE

Neither Party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the Party seeking relief under this Article.

ARTICLE 32. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

ARTICLE 33. ATTORNEY FEES

In the event of any litigation arising under the terms of this Agreement, each Party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

ARTICLE 34. PATENT AND COPYRIGHT RESPONSIBILITY

Any material, design or supplied specified by CONSULTANT or supplied by CONSULTANT pursuant to this Agreement shall not knowingly infringe any patent or copyright, and CONSULTANT shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by CONSULTANT in the performance of the Services.

ARTICLE 35. AMENDMENTS

This Agreement and Exhibits referenced herein constitute the entire Agreement between the Parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the Parties. The Parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

ARTICLE 36. SEVERABILITY

It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

ARTICLE 37. LEGAL REFERENCES

All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to “applicable law” and “general law” shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

ARTICLE 38. HEADINGS, CONSTRUCTION

The Parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 39. TIME

For purposes of computing any period of number of days hereunder for notices or performance of ten (10) days or less, Saturdays, Sundays and holidays shall be excluded, unless otherwise stated.

ARTICLE 40. E-VERIFY

The CONSULTANT, and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the CONSULTANT or subcontractor. The CONSULTANT hereby represents and warrants that it has, and shall remain

throughout the duration of this Agreement, registered with, and uses and shall continue to use, the E-Verify system. The CONSULTANT shall not enter into any contract with a subcontractor for services hereunder unless such subcontractor also has registered with and uses the E-Verify system. If the CONSULTANT enters into a contract with a subcontractor, the subcontractor shall provide the CONSULTANT with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The CONSULTANT shall maintain a copy of such affidavit for the duration of this Agreement.

Pursuant to Section 488.095(5)(c)3, Florida Statutes, the COUNTY is authorized to terminate this Agreement if it has a good faith belief that the CONSULTANT has knowingly violated Section 448.09(1), Florida Statutes, regarding the employment of someone not authorized to work by the immigration laws of the United States, the U.S. Attorney General, or the Secretary of the Department of Homeland Security. Such termination action is not considered a breach of contract.

ARTICLE 41. FUNDS FOR IDENTIFICATION DOCUMENTS

No funds provided by the COUNTY pursuant to this Agreement shall be used for the purpose of issuing an identification card or document to an individual who does not provide proof of lawful presence in the United States.

ARTICLE 42. ANTI-HUMAN TRAFFICKING

CONSULTANT shall provide County with a sworn affidavit signed by an officer or a representative of CONSULTANT under penalty of perjury attesting that CONSULTANT does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes.

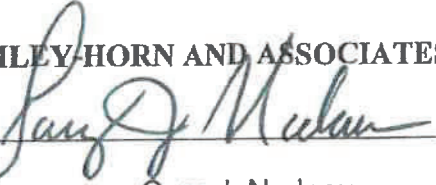
ARTICLE 43. AUTHORITY TO EXECUTE

Each of the Parties hereto covenants to the other Party that it has lawful authority to enter into this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

KIMLEY HORN AND ASSOCIATES, INC.

By: 

Printed Name: Gary J. Nadeau

Title: Sr. Vice President

Date: August 5, 2026

**MANATEE COUNTY, a political subdivision
of the State of Florida**

Brent Sargent,
CPPO, CPPB, NIGP-
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EXHIBIT A, SCOPE OF SERVICES

SCOPE OF SERVICES
FOR
PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDIES
GATEWAY GREENWAY TRAIL – PHASE II
FROM WASHINGTON PARK IN PALMETTO TO US 301 IN PARRISH
MANATEE COUNTY

This Scope of Services is an attachment which is incorporated into the agreement between Manatee County (hereinafter referred to as the COUNTY) and Kimley-Horn (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

County Project No.: 6061161
Financial Project ID: TBD
Federal Aid Project No.: TBD
ETDM No.: TBD
County Section No.:
Bridge No.: N/A
Railroad Crossing No.: TBD
Project Type: Trail
Lead Agency: Manatee County
Federal Funding: Yes
Anticipated Class of Action: Type 1 Categorical Exclusion

Table of Contents

1.0 SCOPE OF SERVICES PURPOSE	7
2.0 PROJECT DESCRIPTION AND OBJECTIVES	8
2.1 PROJECT OBJECTIVES	8
2.2 PROJECT REQUIREMENTS AND PROVISIONS FOR WORK.....	9
2.2.1 Governing Regulations	10
2.2.2 Liaison Office	11
2.2.3 Personnel.....	11
2.2.4 Subconsultant.....	12
2.2.5 Lead Agency, Cooperating Agencies and Participating Agencies	12
2.2.6 Meetings and Presentations.....	12
2.2.7 Communication.....	13
2.2.8 Quality Control	13
2.2.9 Schedule	14
2.2.10 Submittals	14
2.2.11 Computer Automation	15
2.3 COORDINATION WITH OTHER CONSULTANTS AND ENTITIES	16
2.4 CONTRACT MANAGEMENT	16
2.5 ADDITIONAL SERVICES.....	16
2.5.1 Alternative Corridor Evaluation	16
2.5.2 Advance Notification	16
2.5.3 Scoping	17
2.5.4 Notice of Intent	17
2.5.5 Transit Coordination Plan.....	17
2.6 SERVICES TO BE PERFORMED BY THE COUNTY	17
2.7 OPTIONAL SERVICES.....	18
3.0 PUBLIC INVOLVEMENT	18
3.1 PUBLIC INVOLVEMENT	19
3.1.1 Public Involvement Plan.....	19
3.1.2 Public Involvement Data Collection.....	19
3.2 SCHEDULED PUBLIC MEETINGS	20
3.3 PUBLIC HEARING (N/A).....	21

3.4 SUMMARY OF PUBLIC INVOLVEMENT REPORT	21
3.5 NOTIFICATION OF APPROVED ENVIRONMENTAL DOCUMENT (N/A)	21
3.6 ADDITIONAL PUBLIC INVOLVEMENT REQUIREMENTS	21
4.0 ENGINEERING ANALYSES AND CONSIDERATIONS	21
4.1 REVIEW OF PREVIOUS PLANNING STUDIES	22
4.2 EXISTING CONDITIONS ANALYSIS	22
4.3 SURVEY (OPTIONAL SERVICE)	22
4.4 GEOTECHNICAL INVESTIGATION	22
4.5 TRAFFIC ANALYSIS (OPTIONAL SERVICE)	23
4.5.1 Traffic Analysis Methodology	23
4.5.2 Traffic Counts	23
4.5.3 Vehicle Classification Counts on Roadway Segments and Ramps	23
4.5.4 Pedestrian, Bicycle, and Other Multimodal Data	23
4.5.5 Calibration and Validation Data Collection	23
4.5.6 Existing Traffic Operational Analysis	23
4.5.7 Calibration and Validation	23
4.5.8 Future Demand Forecasting	23
4.5.9 No Build Analysis	23
4.5.10 Development and Screening of Alternatives	23
4.5.11 Operational Evaluation of Build Alternatives	23
4.5.12 Project Traffic Analysis Report	23
4.5.13 Interchange Access Request	23
4.5.14 Traffic Data for Noise Study	23
4.5.15 Traffic Data for Air Analysis	23
4.5.16 Signalization Analysis	23
4.6 SIGNAGE (N/A)	23
4.7 TOLLING CONCEPTS (N/A)	23
4.8 SAFETY	23
4.8.1 Crash Data	23
4.8.2 Safety Analysis	23
4.8.3 Documentation of Safety Analysis	24
4.9 UTILITIES AND RAILROAD	24

4.9.1 Utilities.....	24
4.9.2 Railroads	24
4.10 ROADWAY ANALYSIS	24
4.10.1 Design Controls and Criteria	25
4.10.2 Typical Section Analysis	25
4.10.3 Geometric Design	25
4.10.4 Intersections and Interchange Evaluation	25
4.10.5 Access Management	25
4.10.6 Multimodal Accommodations	25
4.10.7 Maintenance of Traffic (Optional Service).....	26
4.10.8 Lighting	26
4.11 IDENTIFY CONSTRUCTION SEGMENTS	26
4.12 TRANSPORTATION SYSTEMS MANAGEMENT AND OPERATIONS	26
4.13 STRUCTURES	26
4.13.1 Existing Structures	26
4.13.2 Structure Typical Sections	27
4.13.3 Structure Design Alternatives	27
4.14 DRAINAGE.....	27
4.14.1 Floodplain and Environmental Permit Data Collection.....	27
4.14.2 Drainage Analysis.....	27
4.14.3 Floodplain Compensation Analysis	27
4.14.4 Stormwater Management Analysis	28
4.14.5 Drainage Design (Optional Service).....	28
4.14.6 Location Hydraulics Report.....	28
4.14.7 Bridge Hydraulics Evaluation.....	28
4.15 LANDSCAPING ANALYSIS (OPTIONAL SERVICE)	28
4.16 CONSTRUCTION AND RIGHT OF WAY COST ESTIMATES	28
4.16.1 Construction Cost Estimates	28
4.16.2 Right of Way Cost Estimates	29
4.17 ALTERNATIVES EVALUATION.....	29
4.17.1 Comparative Alternatives Evaluation	29
4.17.2 Selection of Recommended Alternative	29

4.17.3 Value Engineering	29
4.18 CONCEPT PLANS.....	30
4.18.1 Base Map	30
4.18.2 Alternatives Concept Plans	30
4.18.3 Preferred Alternative.....	30
4.18.4 Typical Section Package	30
4.18.5 Design Exceptions and Design Variations.....	30
4.19 TRANSPORTATION MANAGEMENT PLAN	30
4.20 RISK MANAGEMENT.....	30
4.21 ENGINEERING ANALYSIS DOCUMENTATION.....	31
4.22 PLANNING CONSISTENCY.....	31
4.22.1 Transportation Plans	31
4.22.2 Planning Consistency Form	31
5.0 ENVIRONMENTAL ANALYSIS AND REPORTS.....	31
5.1 SOCIOCULTURAL EFFECTS.....	32
5.1.1 Social.....	32
5.1.2 Economic	32
5.1.3 Land Use Changes	32
5.1.4 Mobility.....	33
5.1.5 Aesthetics.....	33
5.1.6 Relocation Potential (Optional Service)	33
5.2 CULTURAL RESOURCES	33
5.2.1 Archaeological and Historic Resources	33
5.2.2 Recreational, Section 4(f)	34
5.3 NATURAL RESOURCES	34
5.3.1 Wetlands	34
5.3.2 Essential Fish Habitat	34
5.3.3 Wildlife and Habitat.....	35
5.3.4 Natural Resource Evaluation Report	35
5.3.5 Water Quality.....	35
5.3.6 Special Designations.....	35
5.3.7 Identify Permit Needs	35

5.3.8 Farmland	36
5.4 PHYSICAL EFFECTS	36
5.4.1 Noise (N/A).....	36
5.4.2 Transit Noise and Vibration Analysis (N/A)	36
5.4.3 Air Quality (Optional Service).....	36
5.4.4 Construction Impact Analysis	36
5.4.5 Contamination.....	36
5.5 CUMULATIVE EFFECTS EVALUATION	36
5.6 PROJECT COMMITMENTS RECORD	36
6.0 ENVIRONMENTAL DOCUMENT	37
7.0 METHOD OF COMPENSATION	37
8.0 DESIGN SERVICES (OPTIONAL SERVICE).....	37

1.0 SCOPE OF SERVICES PURPOSE

The Scope of Services describes the responsibilities of the CONSULTANT and the COUNTY when conducting Project Development and Environment (PD&E) Studies necessary to comply with COUNTY procedures and underlying laws and regulations and to obtain Florida Department of Transportation (FDOT) approval of the Environmental Document.

All activities encompassed by this Scope of Services include:

- Major work groups include: 2.0, 3.2, and 6.1
- Minor work groups include: 3.1, 4.1.2, 7.0, 8.0, 9.1, and 21.0

The Project development process and all tasks identified in this Scope of Services must follow the guidance provided in the FDOT's current version of the **PD&E Manual**. As discussed in **Part 1, Chapter 1**, of the **PD&E Manual**, the **PD&E Manual** satisfies state and federal processes and incorporates the requirements of the National Environmental Policy Act (NEPA); federal law, regulations, and Executive Orders included in the FHWA Federal-Aid Policy Guide; and applicable state laws and regulations including Section 339.155 of the Florida Statutes and Rule Chapter 14 of the Florida Administrative Code. As such, Project documents prepared by the CONSULTANT must comply with all applicable state and federal laws, regulations, and Executive Orders.

The Scope of Services defines the Project tasks to be performed consistent with the **PD&E Manual** and other pertinent manuals as specifically prescribed in Section 2. The Scope of Services also outlines work activities that will be the responsibility of the CONSULTANT and / or the COUNTY.

The CONSULTANT must demonstrate good project management practices while working on this Project, including effective communication with the COUNTY and others as necessary, effective management of time and resources, and quality of documentation. Throughout the PD&E Study, the CONSULTANT shall set up and maintain a contract file in accordance with COUNTY procedures. The CONSULTANT and any subconsultants are expected to know the laws and rules governing their profession and are expected to provide professional services in accordance with current and applicable regulations, codes, ordinances, and standards.

The COUNTY will provide contract administration and management, as well as technical reviews of all work associated with the development of this Project and performed under this Scope of Services. The COUNTY's technical reviews will focus on high-level conformance and are not meant to substitute CONSULTANT quality reviews of deliverables. The CONSULTANT is fully responsible for all work performed and work products developed under this Scope of Services. The COUNTY may provide task-specific information as outlined in this Scope of Services.

2.0 PROJECT DESCRIPTION AND OBJECTIVES

Manatee County seeks the services of a qualified professional consulting engineering firm to perform a Project Development and Environment (PD&E) Study and other Engineering Services to complete a National Environmental Policy Act of 1969 (NEPA) Environmental Document. This will be intended to develop a connected countywide system of trails that enhances the quality of life for its residents, promotes a healthy and active lifestyle, and provides safe, accessible non-motorized transportation options.

The project limits start at and around Washington Park in Palmetto and finish at or around the intersection of State Road 62 and US 301 in Parrish. PD&E will need to account for appropriate right of way to comply with Sun Trail standards and per Manatee County design standards. The following corridors are anticipated to be studied:

- *FPL Railroad (Rail with trail)*
- *37th Street*
- *39th Street*
- *49th Avenue/51st Avenue*
- *Buffalo Road/61st Avenue*
- *69th Street*
- *Erie Road (Leave existing 8-foot sidewalk in place, connect to future 12-foot trail on south side)*

Federal grants will be applied to fund future projects; thus, the study will need to meet all National Environmental Policy Act (NEPA) requirements with the end goal of acquiring a Location and Design Concept Acceptance (LDCA) approval from Florida Department of Transportation (FDOT).

2.1 PROJECT OBJECTIVES

The PD&E Study has the following project objectives:

The Project Development Process shall follow the Florida Department of Transportation (FDOT) publication titled "Project Development and Environment Manual" (PD&E Manual), published 07/01/88 and all subsequent revisions. The PD&E Manual incorporates all the requirements of the National Environmental Policy Act (NEPA); Federal law and executive orders; applicable Federal regulations included in the Federal Highway Administration Federal-Aid Policy Guide; and applicable State laws and regulations including Chapter 339.155 of the Florida Statutes and Chapter 14 of the Florida Administrative Code. The CONSULTANT shall perform those engineering services required for Project Development and Environment Studies, including consideration of all social, economic, environmental effects, and mitigation as required by the Project Development and Environment (PD&E) Manual, along with the required environmental documents, engineering reports, preliminary plans, public hearing, and right-of-way maps.

The work includes conducting a PD&E Study to ensure that the Project follows the policies and procedures outlined in NEPA. The successful engineering Consultant (Consultant) will be tasked with collecting data for the study area and conduct alternatives analysis and shall provide the cost of each alternative for design, construction, and future maintenance. The required deliverables for this project include reports, aerials, exhibits and plans necessary to achieve NEPA compliance. Based on the alternatives analysis, an evaluation matrix will be used to eliminate the least desirable alternatives. The PD&E Study shall follow the policies and procedures outlined in the National Environmental Policy Act (NEPA), to obtain approval from the Federal Highway Administration (FHWA) for federal grant purposes. The study is not final until the Federal Highway Administration (FHWA), after review of the documentation and recommendations, provides project approval. All reasonable alternatives should be considered by the consultant during the PD&E study.

After the PD&E Study is completed, and at the County's option, the Consultant may be requested to also provide professional engineering services for design, plans preparation, construction specifications preparation and engineer-of-record construction services. If such option is elected by the County, the corresponding additional fees will be negotiated, and the contract will be amended accordingly. If such option is elected by the County there is a potential for additional Insurance Requirements based on the change in the scope of work.

The CONSULTANT will analyze and assess the Project's impact on the social, economic, cultural, natural, and physical environment, in order to develop the Location and Design Concept of the Project in accordance with FDOT policy, procedures, and requirements.

The CONSULTANT shall review and become familiar with Project documents and materials that have been prepared prior to the PD&E phase, including the following:

- ***Palmetto Trails Network PD&E Study (FPID 444857-1)***

The CONSULTANT will review the Efficient Transportation Decision Making Process (ETDM) Programming Screen Summary Report, including comments received from the Environmental Technical Advisory Team (ETAT), Lead Agency, and / or any responses from the District pertaining to this Project. The CONSULTANT shall also review concepts and reports (e.g., typical sections, alignments, planning reports) developed from prior planning studies. The CONSULTANT shall use resource agencies' comments to assess the level of effort for work activities required to adequately address potential resources of concern to this Project.

2.2 PROJECT REQUIREMENTS AND PROVISIONS FOR WORK

The CONSULTANT will conduct the appropriate level of engineering and environmental analyses related to the anticipated Class of Action for this Project, as outlined in the **PD&E Manual**, and directed by the Project objectives. The level of analysis depends on complexity of the Project, level of controversy, potential for significant impacts, and degree and quality of information / data available. If the Class of Action for the Project was not determined

during ETDM screening, the Lead Agency will determine it after completion of the environmental analyses.

The CONSULTANT upon direction from COUNTY will assist with updating data, technical studies or Environmental Document to ensure compliance with NEPA, other federal laws, regulations and Executive Orders.

The CONSULTANT will maximize the use of existing information available from State, regional, local agencies, private sources, and its own files. Examples include the Programming Screen Summary Report, Concept Reports, previously completed planning products, listed species reports, Florida Department of Environmental Protection OCULUS Electronic Document Management System, and other sources as appropriate.

2.2.1 Governing Regulations

Services performed by the CONSULTANT must comply with all applicable Manuals and Guidelines. The CONSULTANT will use the latest editions of the following Manuals and Guidelines to perform work for this Project.

- Florida Statutes
- Florida Administrative Codes
- Applicable Federal Regulations, U.S. Codes, and Technical Advisories
- PD&E Manual
- ETDM Manual
- Sociocultural Effects Evaluation Handbook
- Public Involvement Handbook
- FDOT Design Manual (FDM)
- Highway Capacity Manual (HCM)
- Manual on Uniform Traffic Studies (MUTS)
- Manual of Uniform Traffic Control Devices (MUTCD)
- Minimum Standards for Design, Construction, and Maintenance Streets and Highways (Florida Greenbook)
- A Policy on Geometric Design of Highways and Streets
- AASHTO Guide for the Development of Bicycle Facilities
- AASHTO Guide for the Development of Pedestrian Facilities
- Highway Safety Manual (HSM)
- Right of Way Mapping Handbook
- Right of Way Procedures Manual
- Survey and Mapping Handbook
- Soils and Foundation Handbook
- Electronic Field Book (EFB) User Handbook
- Drainage Manual
- FDOT Drainage Design Guide

- Structures Manual
- CADD Manual
- Quality / Level of Service Handbook
- Project Traffic Forecasting Handbook & Project Traffic Forecasting Procedure No. 525-030-120
- Traffic Analysis Handbook
- Florida Highway Landscape Guide
- Basis of Estimates Manual
- Federal Transit Administration (FTA) and Federal Rail Administration (FRA) Program Guidance
- Project Management Handbook
- FDOT Traffic Engineering Manual

2.2.2 Liaison Office

The COUNTY and the CONSULTANT will designate their respective Liaison Offices for this Project.

2.2.3 Personnel

The COUNTY will designate a Project Manager to represent the COUNTY for this Project. The COUNTY Project Manager shall be responsible for coordination with the CONSULTANT pertaining to all contractual matters, invoicing and reporting. The COUNTY Project Manager shall also be responsible for approval of all products and services. The CONSULTANT will assign a Project Manager who will communicate regularly with the COUNTY Project Manager regarding development of this Project. Final direction on all matters of this Project remains with the COUNTY Project Manager.

The CONSULTANT must maintain staffing levels and personnel qualifications necessary to complete the required activities for this Scope of Services. The CONSULTANT's work must be performed to FDOT standards and procedures by personnel identified in the contract. Any changes in the identified personnel will be subject to review and approval by the COUNTY. To the extent possible, the CONSULTANT must minimize the COUNTY's need to apply its own resources to the Scope of Services activities unless otherwise identified.

The CONSULTANT shall assign only competent technical and professional personnel qualified by the necessary experience and education to perform assigned work. The CONSULTANT is responsible for ensuring that staff assigned to work under this Agreement has the training established by the FDOT as a prerequisite for CONSULTANT staff to perform work. If the required training is such that it can be applied by the trainee to work on other contracts, (regardless of whether or not the trainee would work on other agreements), the cost of the trainee's time and expenses associated with the training is not directly billable to the COUNTY on this contract and shall only be recoverable through overhead for the CONSULTANT firm.

The CONSULTANT must have a Licensed Professional Engineer in the State of Florida to sign and seal all engineering reports, documents, technical special provisions, and plans as required by COUNTY standards.

The CONSULTANT and its employees, agents, representatives, or subconsultants are not employees of the COUNTY and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, CONSULTANT and its employees, agents, representatives, or subconsultants are not agents of the COUNTY or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the COUNTY or the State. The COUNTY shall not be bound by any unauthorized acts or conduct of CONSULTANT.

2.2.4 Subconsultant

Services assigned to any subconsultants must be approved in writing and in advance by the COUNTY Project Manager, Procurement Office, and the CONSULTANT Project Manager in accordance with this Scope of Services. All subconsultants must be technically qualified by the FDOT to perform all work assigned to them. Additional subconsultants with specialized areas of expertise may be required to complete specific assignments. Any subconsultants to be hired and all work assignments to be performed, and all rates of compensation shall be agreed to by the COUNTY Project Manager, Procurement Office and the CONSULTANT Project Manager and documented in the contract file prior to any work being performed by the subconsultants.

2.2.5 Lead Agency, Cooperating Agencies and Participating Agencies

The CONSULTANT Project Manager will support The COUNTY Project Manager in coordination with the Lead Agency, Cooperating Agencies and Participating Agencies.

The Lead Agency for this Project is FDOT. It is assumed that the FDOT will participate in this project. In the event there is no FDOT participation then the COUNTY will become the lead agency.

2.2.6 Meetings and Presentations

Led by the CONSULTANT Project Manager, the CONSULTANT will organize and lead the Notice to Proceed Meeting, where CONSULTANT representatives will outline relevant contract and Project information for the successful implementation of the project contract.

The CONSULTANT shall plan, organize, lead and attend meetings necessary to undertake the activities of this Scope of Services. This includes meetings with COUNTY staff and /or resources agency staff, other consultants, or other miscellaneous meetings. It is anticipated that **12** progress and miscellaneous review meetings will be needed.

The CONSULTANT will attend meetings or make presentations at the request of the COUNTY with at least five (5) business days' notice. The CONSULTANT will prepare meeting notes for all meetings identified in this Exhibit and submit within five (5) working days to the COUNTY's Project Manager for review. All meetings minutes, summaries or other meeting documentation shall include a list of action items, parties responsible for each action items and anticipated response dates for each action item.

2.2.7 Communication

The COUNTY Project Manager will be the representative of the COUNTY for the Project. The CONSULTANT must regularly communicate with the COUNTY Project Manager to discuss and resolve issues or solicit opinions regarding this Project. The CONSULTANT must include the COUNTY when seeking and receiving advice from various State, regional, local agencies, and citizen groups. The final direction on all matters for this Project remains with the COUNTY Project Manager.

All written correspondence between the CONSULTANT and any party pertaining specifically to this Project must be reviewed and approved by the COUNTY. The CONSULTANT must respond to information requests relative to the PD&E Study from third parties at the direction, and with the approval, of the COUNTY. The CONSULTANT will assist the COUNTY in preparing the content of the letters from COUNTY personnel to other agencies, public officials, and others as needed or requested.

2.2.8 Quality Control

The COUNTY requires that all Project documents, technical studies, calculations, maps, reports, conceptual plans, design, and the Environmental Document are correct and complete, appropriate for the intended purposes, and conform to requirements of this Scope of Services. The CONSULTANT is responsible for the quality of all (including the subconsultants) deliverables. The CONSULTANT will independently and continually review deliverables for accuracy and completeness. The CONSULTANT must develop and follow an internal Quality Control (QC) process. The QC process is intended to ensure that quality is achieved through checking, reviewing, and verifying work activities and deliverables by qualified individuals who were not directly responsible for performing the initial work.

Within twenty (20) business days from the Notice to Proceed, the CONSULTANT must submit its QC Plan to the COUNTY Project Manager for approval. The QC Plan will identify the deliverables, the personnel to perform the reviews, and the method of documentation. The QC Plan will be signed by the CONSULTANT Project Manager and the CONSULTANT QC Manager.

The CONSULTANT must include document reviews and written resolution of comments with each submittal or deliverable to show the QC process was followed. At a minimum, a quality review checklist must be provided and should include letters, exhibits, technical

studies, reports, design calculations, Environmental Document or any documents used or referenced in the QC Plan. The CONSULTANT must maintain documentation which show the QC Plan process was followed. The COUNTY Project Manager may request from the CONSULTANT document reviews and written resolution of comments at any time during the PD&E Study.

2.2.9 Schedule

Within ten (10) business days after the Notice to Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall submit a detailed Project activity / event schedule to the COUNTY. The schedule must indicate all required submittals, critical path activities, and key project milestones / activity codes. The schedule must be based upon consideration of the Project's environmental issues (social, cultural, natural and physical resources) and regulatory requirements, and in coordination with the FDOT's District Environmental Management Office (DEMO).

For the purpose of scheduling, the CONSULTANT shall allow for a review period of at least four weeks for each draft technical report or memorandum submitted for reviews.

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

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

2.2.10 Submittals

The CONSULTANT will compile and transmit draft documents identified in this Scope of Services to the COUNTY for review. For each submittal, the CONSULTANT will include a Transmittal Cover Letter that includes, at a minimum, the file name and format of each electronic file and the number of hardcopies (if any) as directed by the COUNTY Project Manager.

The COUNTY will review draft submittals and provide the CONSULTANT with review comments. The CONSULTANT will address comments, prepare a matrix of comments and responses as applicable, and submit revised documents. The CONSULTANT will assist the COUNTY in resolving the comments received from the Lead Agency, Cooperating Agencies, resource agencies and the public, including preparation of individual responses.

PD&E Provisions for Work:

- Quality Control Plan
- Project Schedule

Public Involvement:

- Public Involvement Plan
- Summary of Public Involvement Report
- Public Involvement Comment Database
- Agency Coordination Meeting Summaries

PD&E Engineering:

- Preliminary Engineering Report
- Location Hydraulics Report
- Pond Siting Report
- Conceptual Design Plan Set
- Typical Section Package

Environment:

- Environmental Document
- Level I Contamination Screening Evaluation Report
- Natural Resource Evaluation (Wetlands, Species and EFH)
- Cultural Resource Assessment Survey – Desktop Only

The CONSULTANT will submit to the COUNTY final reports and other deliverables identified in this section. Upon completion of the Project, the CONSULTANT will transfer to the COUNTY, in an organized manner, all project electronic files, data, maps, sketches, worksheets, and other materials used or generated during the PD&E Study in an acceptable portable storage drive.

Additionally, the CONSULTANT will upload all final submittals and appropriate supporting project files to FDOT's Statewide Environmental Project Tracker (SWEPT) upon completion of technical studies and Environmental Document and as directed by FDOT.

2.2.11 Computer Automation

The CONSULTANT shall develop concept plans and alternative designs utilizing Computer Aided Drafting and Design (CADD) systems. The COUNTY makes software available to help assure quality and conformance with the policy and procedures

regarding CADD. It is the responsibility of the CONSULTANT to meet the CADD production requirements in the **FDOT CADD Manual**. The CONSULTANT must submit final documents and files as described in the **FDOT CADD Manual**. Concept plans and alternatives designs shall also be displayed using Google Earth-ready KMZ files. The concept plans must have both existing and proposed engineering and environmental features.

Upon COUNTY approval, the CONSULTANT may also use computer tools and software to conduct some of the engineering and environmental analyses. Prior to using these tools, the CONSULTANT must agree to provide original electronic files in a format and standard consistent with the COUNTY's policies and procedures.

2.3 COORDINATION WITH OTHER CONSULTANTS AND ENTITIES

The CONSULTANT will coordinate work activities with any ongoing and / or planned COUNTY projects that may affect this Project. The COUNTY and CONSULTANT shall coordinate with local governmental entities to ensure Project concepts are compatible with local improvements and right of way activities. The CONSULTANT will inform the COUNTY Project Manager of all coordination activities with other agencies or entities prior to holding such activities. The COUNTY Project Manager shall be included in all such coordination activities.

2.4 CONTRACT MANAGEMENT

The CONSULTANT is responsible for maintaining Project files, including copies of submittals and underlying data, calculations, information and supporting project documentation. The CONSULTANT is responsible for preparing monthly progress reports and schedule updates. Progress reports will be delivered to the COUNTY in a format prescribed by the COUNTY Project Manager with the corresponding invoice.

The CONSULTANT will regularly communicate the status of the project with the COUNTY while managing subconsultant efforts and executing subconsultant agreements.

2.5 ADDITIONAL SERVICES

The CONSULTANT may be requested to provide the following additional services for this Project and or negotiate additional scope and fees for services required but not readily tasked until after the PD&E study has begun

2.5.1 Alternative Corridor Evaluation

N/A

2.5.2 Advance Notification

N/A

2.5.3 Scoping

N/A

2.5.4 Notice of Intent

N/A

2.5.5 Transit Coordination Plan

N/A

2.5.6 Other services when identified

TBD

2.6 SERVICES TO BE PERFORMED BY THE COUNTY

The COUNTY will provide the following services and materials:

- Support the CONSULTANT and participate in coordination efforts with the Office of Environmental Management, environmental resource and regulatory agencies, the public, and other stakeholders, as appropriate.
- Provide project data currently on file and available from study partners. For materials listed but not in possession of COUNTY the CONSULTANT will pursue materials such as:
 - Travel market analysis or ridership forecasting;
 - Planned new development or redevelopment including Developments of Regional Impact (DRIs) data, Community Reinvestment Act (CRA) plans, streetscape, landscape, road diet, or context sensitive design efforts;
 - Recently completed roadway studies for the study area including PD&E studies, access management, intersection plans, design files, and capacity improvements;
 - Multimodal or small area studies including freight, interchange, intersection, transit, pedestrian, bicycle, land use, and signal priority, Transportation Management Plan;
 - Previously conducted transit vision plans, transit feasibility studies, comprehensive operations analyses, transit development plans, etc.;
 - All information in its the possession of the COUNTY pertaining to prior and on-going studies that may affect the project such as existing construction and as-built plans, bridge inspection reports and load ratings, prior environmental studies, existing permit information, existing drainage and geotechnical reports and any agreements with third parties related to the Project corridor
 - All available information in the possession of the COUNTY pertaining to utility companies whose facilities may be affected by the proposed construction;
 - All future information that is in possession or may become available to the COUNTY pertaining to subdivision plans, so that the CONSULTANT may take

advantage of additional areas that can be utilized as part of the existing right of way;

- Coordination with the State Historic Preservation Officer;
- Existing COUNTY right of way maps and information on existing surplus right of way under ownership by the COUNTY or participating local agency;
- Existing Horizontal Network Control;
- Available traffic and planning data;
- Proposed right of way cost data;
- Construction cost database, as applicable;
- Project Electronic File Root Directory Structure for delivery of project design files to the COUNTY;
- All applicable COUNTY agreements with Utility Agency Owners;
- Letters of authorization designating the CONSULTANT as an agent of the COUNTY to enter lands, waters, and premises of another in the performance of duties in accordance with **Section 337.274, F.S.**;
- Reviews of technical reports and Environmental Documents;
- Title Searches
- Legal Documents

2.7 OPTIONAL SERVICES

At the COUNTY'S option, the CONSULTANT may be requested to provide professional services not explicitly outlined in this Exhibit. These services may include but are not limited to re-evaluation of previous PD&E Studies, environmental analysis not specifically listed in this Scope of Services, final design services, expert witness services for right of way acquisition, additional design analysis, and design plan preparation for utilities review. CONSULTANT may also be requested to provide services for Request for Proposal (RFP) development for Design-Build Procurement and / or support the COUNTY in the acquisition of a Design-Build contract.

3.0 PUBLIC INVOLVEMENT

Public involvement includes communicating to and receiving input from all interested and affected persons, groups, business owners, and government organizations regarding the development of the project. The CONSULTANT will coordinate and perform the appropriate level of public involvement for this Project as outlined in **Part 1, Chapter 11**, and **Part 2, Chapter 4** of the **PD&E Manual**, and the **FDOT Public Involvement Handbook**.

The CONSULTANT will provide the COUNTY drafts of all public involvement materials (e.g., newsletters, property owner letters, advertisements, handouts, exhibits) associated with the following tasks for review and approval at least ten (10) business days prior to printing and / or distribution.

3.1 PUBLIC INVOLVEMENT

3.1.1 Public Involvement Plan

The CONSULTANT is responsible for creating the PIP using existing work developed by the FDOT as a starting reference. The PIP must include a public involvement schedule and identify potentially affected stakeholders and communities in the vicinity of the project to establish the appropriate outreach methods. This includes consideration of the demographics of the Study Area and any reasonable accommodations including, but not limited to, disabled, transit-dependent, limited English proficient (LEP), elderly, low income, or minority. The CONSULTANT will review and attach the Sociocultural Data Report (SDR) to the PIP. A sample template for the PIP is located in **Part 1, Chapter 11** of the **PD&E Manual**. At a minimum, the PIP must include the following:

- Project background
- Project goals
- Identification of elected officials and agencies
- Identification of affected communities and stakeholders
- Identification of media (e.g. television, radio, newspaper) for news and/or advertisement
- Proposed involvement activities
- Anticipated schedule of involvement activities
- Methodology for collecting and responding to public comments
- Discussion of public comments will be analyzed and incorporated, as appropriate

The COUNTY will create, host, and maintain a project website, with content provided by the CONSULTANT.

3.1.2 Public Involvement Data Collection

The CONSULTANT will assist the COUNTY with collecting data specific to the public involvement process and preparing responses to any public inquiries received throughout the Project. The CONSULTANT will maintain and regularly update both an electronic and paper public involvement project file, which will document a record of all public involvement activities for this project.

The CONSULTANT is responsible for identifying and maintaining the Project mailing list that may include officials and interested parties (any person or institution expressing an interest in the project), affected parties, and potential permit and review agencies.

The CONSULTANT will work with the COUNTY to generate or obtain mailing labels of property owners using County Property Appraisers' Offices.

The CONSULTANT will investigate potential meeting locations to advise the COUNTY of their suitability. The COUNTY will ultimately approve the meeting location. The

CONSULTANT will pay all costs for meeting location rental and insurance (if required). The CONSULTANT will be responsible for logistics associated with setting up the meeting.

3.2 SCHEDULED PUBLIC MEETINGS

The CONSULTANT will actively support the COUNTY in conducting various public meetings, which may be conducted during weekends or after normal working hours. The CONSULTANT will support the COUNTY in preparation, scheduling, attendance, note taking, documentation, and follow-up services for each meeting, which may include:

- 0 Project Kick-off Meeting(s)
- 0 Presentations to Local MPO's (includes associated technical and citizen committees, as applicable)
- 0 Coordination Meetings with Key Agencies
- 0 Corridor Workshop(s) or Public Informational Meeting(s)
- 1 Alternatives Public Information Meeting(s) ***–in-person only (2 separate locations on 2 separate days)***
- 0 Additional Coordination and Consensus Building Meeting(s)
- 0 Community / Stakeholder Forum(s)
- 0 Environmental Forum(s)
- 1 Other Public and Agency Meetings (Specify) or informal meetings

For any of the listed meetings, the CONSULTANT will prepare and/or be responsible for the following:

- Presentation scripts
- Handouts
- Graphics for presentation
- Meeting equipment set-up and tear-down
- Display advertisements (The CONSULTANT will pay the cost of publishing)
- Letters for notification of elected and appointed officials, property owners, and other interested parties (the CONSULTANT will pay the cost of first-class postage)
- News releases or project fact sheets. The COUNTY must review news releases and fact sheets at least two (2) weeks before the meeting or mail out
- Meeting summaries provided to the COUNTY no later than five (5) business days after the meeting
- Preparation of response letters for COUNTY signature on public comments

Any materials prepared by the CONSULTANT for such meetings as listed above are subject to review and approval by the COUNTY. The CONSULTANT shall provide the COUNTY with a draft of any proposed materials at least two weeks prior to the meeting.

The CONSULTANT will assist the COUNTY when facilitating the public information meeting / workshop to present Project results and obtain comments related to the Project and / or Project alternatives.

The meeting format will be developed by the CONSULTANT and approved by the COUNTY upon review. The CONSULTANT will participate in briefing and debriefing meetings with the COUNTY staff related to the public meeting.

The CONSULTANT will attend the meetings with a suitable number of personnel with appropriate technical expertise (based on project issues), as authorized by the COUNTY Project Manager, to assist the COUNTY in such meetings.

The COUNTY may request the CONSULTANT to identify the effect of the Project to individual properties on aerial maps or plans in response to requests from property owners. The COUNTY may also request the CONSULTANT to meet with individual property owners.

3.3 PUBLIC HEARING (N/A)

3.4 SUMMARY OF PUBLIC INVOLVEMENT REPORT

The CONSULTANT will prepare a Summary of Public Involvement Report containing documentation for all public involvement activities conducted throughout the project in accordance with **Part 1, Chapter 11** of the **PD&E Manual**.

3.5 NOTIFICATION OF APPROVED ENVIRONMENTAL DOCUMENT (N/A)

3.6 ADDITIONAL PUBLIC INVOLVEMENT REQUIREMENTS

*The CONSULTANT will track public comments and support the COUNTY with responses.
The CONSULTANT will develop newsletters and FAQs for public involvement.*

4.0 ENGINEERING ANALYSES AND CONSIDERATIONS

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

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

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

4.1 REVIEW OF PREVIOUS PLANNING STUDIES

The CONSULTANT shall review and summarize previous completed (or concurrent) planning studies and other studies that are related to this Project and appropriately incorporate their results in the analysis of the Project as described in the **PD&E Manual**. The following studies were conducted for this Project: *Trailways Master Plan, MPO Active Transportation Plan, Palmetto Trails Network PD&E Study*.

4.2 EXISTING CONDITIONS ANALYSIS

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

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

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

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

4.3 SURVEY (OPTIONAL SERVICE)

Survey is not required for this project. If available, the COUNTY Project Manager will provide the CONSULTANT with any existing data from previous projects along the corridor. Survey services are optional when and where identified.

The CONSULTANT will download publicly available aerial images to use as the background on the concept plans.

4.4 GEOTECHNICAL INVESTIGATION

The CONSULTANT will review the US Department of Agriculture soil data, Geological Survey, and Natural Resource Conservation Service (NCRS) maps, US Coast and Geodetic

Survey (USGS) maps, and summarize the findings. Field Geotechnical services are optional when and where identified.

4.5 TRAFFIC ANALYSIS (OPTIONAL SERVICE)

4.5.1 Traffic Analysis Methodology

4.5.2 Traffic Counts

4.5.3 Vehicle Classification Counts on Roadway Segments and Ramps

4.5.4 Pedestrian, Bicycle, and Other Multimodal Data

4.5.5 Calibration and Validation Data Collection

4.5.6 Existing Traffic Operational Analysis

4.5.7 Calibration and Validation

4.5.8 Future Demand Forecasting

4.5.9 No Build Analysis

4.5.10 Development and Screening of Alternatives

4.5.11 Operational Evaluation of Build Alternatives

4.5.12 Project Traffic Analysis Report

4.5.13 Interchange Access Request

4.5.14 Traffic Data for Noise Study

4.5.15 Traffic Data for Air Analysis

4.5.16 Signalization Analysis

4.6 SIGNAGE (N/A)

4.7 TOLLING CONCEPTS (N/A)

4.8 SAFETY

4.8.1 Crash Data

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

4.8.2 Safety Analysis

The CONSULTANT will perform safety analysis in accordance with **Part 1, Chapter 2** of the **PD&E Manual**. Based on the information obtained from the crash data, the

CONSULTANT will identify project safety needs associated with the existing and future conditions. The CONSULTANT will use the Highway Safety Manual (HSM) procedures to estimate the safety performance of the Project alternatives.

4.8.3 Documentation of Safety Analysis

The CONSULTANT will document the results of the safety analysis in the PER.

4.9 UTILITIES AND RAILROAD

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

4.9.1 Utilities

It is anticipated that the following Utility Agency Owners (UAOs) are within or adjacent to the Project, but it is the responsibility of the CONSULTANT to determine the final list of UAOs within the project area:

- Florida Power and Light (FPL)
- Manatee County Fiber
- Manatee County Sewer
- Manatee County Water
- MCI
- Spectrum (Charter) Communications
- Uniti Fiber
- Zayo

The CONSULTANT will evaluate and consider potentially significant utility conflicts as they may affect the chosen corridor and/or alignment. While evaluating potential impacts and recommending mitigation strategies, the CONSULTANT should refrain from making any compensability determinations in any of the documentation/assessments that they create. ***The utility assessment will be documented in the Preliminary Engineering Report.***

4.9.2 Railroads

The CONSULTANT will evaluate and consider potentially significant railroad conflicts as they may affect the chosen corridor and/or alignment.

4.10 ROADWAY ANALYSIS

4.10.1 Design Controls and Criteria

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

4.10.2 Typical Section Analysis

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

4.10.3 Geometric Design

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

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

4.10.4 Intersections and Interchange Evaluation

The CONSULTANT will propose appropriate intersection control based on the results of project traffic analysis to establish an overall intersection/interchange footprint at the following intersections: TBD

4.10.5 Access Management

N/A

4.10.6 Multimodal Accommodations

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

The CONSULTANT will consider freight, pedestrian, bicycle, and transit in the development and evaluation of Project alternatives commensurate with the context with a goal of improving overall mobility, access, connectivity, safety and efficiency.

Multimodal accommodation may include analysis of on-street parking and loading zone modifications and/or removal, park and ride needs, as necessary. The CONSULTANT will consider and evaluate the existing and anticipated future use of the Project by bicyclists and pedestrians, the potential impacts of the Project alternatives on bicycle and pedestrian travel, and propose measures to avoid or reduce adverse impacts to bicyclists and pedestrians that would use the Project.

The CONSULTANT will also consider supportive Transportation Demand Management and parking management strategies consistent with the transportation context and the needs of all users of the project. The CONSULTANT will assist the COUNTY with coordination with local agencies, transit operators and Metropolitan Planning Organizations (MPOs) as appropriate.

4.10.7 Maintenance of Traffic (Optional Service)

The CONSULTANT will evaluate alternatives for constructability and the ability to maintain traffic during construction according to **Part 2, Chapter 3** of the **PD&E Manual**. The CONSULTANT will include the estimated cost to maintain traffic in the construction cost estimate for the Project alternative.

4.10.8 Lighting

The CONSULTANT will document the need for lighting at trail crossings. No additional lighting analysis is anticipated.

4.11 IDENTIFY CONSTRUCTION SEGMENTS

The CONSULTANT will identify construction segments based upon logical termini, cost estimates, and funding projections provided by the COUNTY.

4.12 TRANSPORTATION SYSTEMS MANAGEMENT AND OPERATIONS

N/A

4.13 STRUCTURES

4.13.1 Existing Structures

The CONSULTANT will collect the existing structures data as identified in **Part 2, Chapter 3 of the PD&E Manual**. The following existing structures have been identified for evaluation:

Bridge No. 130107, Mendoza Road over I-75 (SR-93)

Bridge No. 130075 & 130076, I-75 (SR-93) SB & NB over CSX R/R

Bridge No. 130089, 69th St E over I-75

4.13.2 Structure Typical Sections

The CONSULTANT will develop typical sections options for the bridges. These will include the DEPARTMENT's standard typical sections, and any typical sections that may result in minimizing right of way and environmental impacts. Coordination with the COUNTY's Structures Design Engineer is required.

4.13.3 Structure Design Alternatives

The CONSULTANT will evaluate conceptual vertical and horizontal geometry and clearance requirements for the bridges. The CONSULTANT will document structural design calculations and design assumptions used in the analysis in the Preliminary Engineering Report.

4.14 DRAINAGE

The CONSULTANT will perform Drainage analysis in accordance with the **Drainage Manual** and **Part 2, Chapters 11 and 13** of the **PD&E Manual**. The CONSULTANT shall incorporate/consider the Contamination Screening Evaluation Report and any other related report findings into the Drainage Reports. ***Drainage analysis for this phase will be limited to the drainage impacts along the FPL railroad, Mendoza Road (aka 37th Street), and 69th Street.***

4.14.1 Floodplain and Environmental Permit Data Collection

The CONSULTANT will gather floodplain data from FEMA Flood Insurance Rate Maps, and other drainage related data needed to obtain permits from relevant sources including local government, local agencies, and regulatory agencies.

4.14.2 Drainage Analysis

The CONSULTANT will perform drainage analysis by delineating the basin boundaries by using LiDAR information, existing survey data, and field observations. The CONSULTANT will analyze and determine high water elevations in each basin and use the information to establish the preliminary roadway profile. Drainage analysis will also include checking the capacity and structural adequacy of existing cross drains, preliminary design of potential cross drains and outfall structures and identifying the recommended conceptual drainage design for the Project.

4.14.3 Floodplain Compensation Analysis

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

4.14.4 Stormwater Management Analysis

The CONSULTANT will calculate the stormwater quality and attenuation requirements and estimate the stormwater management facility needs for each roadway alternative.

The CONSULTANT will schedule an Environmental Look-Around (ELA) meeting (See **Part 2, Chapter 11** of the **PD&E Manual**) with COUNTY staff, regulatory agencies, local governments, and other stakeholders to discuss regional stormwater needs and design and permitting approaches that benefit the watershed as a whole. During the meeting, the CONSULTANT will document the meeting notes in the project file.

If the ELA reveals no regional pond sites within the Study Area, the CONSULTANT will identify practical pond sites in each basin for each project alternative, estimate construction cost, compare the sites, and identify (in coordination with the COUNTY) a preferred pond site for each basin. Additionally, the CONSULTANT will identify inflow or outfall easement requirements for each pond site. If additional pond sites are revealed, they will be used as a potential option.

The CONSULTANT will prepare a Pond Siting Report or Conceptual Drainage Design Report in accordance with the **Drainage Manual** and the **FDOT Drainage Design Guide**.

4.14.5 Drainage Design (Optional Service)

As directed by the COUNTY, the CONSULTANT will conduct the following design services and submittals: To be determined.

4.14.6 Location Hydraulics Report

The CONSULTANT will prepare a Location Hydraulics Report for the project in accordance with **Part 2, Chapter 13** of the **PD&E Manual**.

4.14.7 Bridge Hydraulics Evaluation

N/A

4.15 LANDSCAPING ANALYSIS (OPTIONAL SERVICE)

4.16 CONSTRUCTION AND RIGHT OF WAY COST ESTIMATES

4.16.1 Construction Cost Estimates

The CONSULTANT will develop construction cost estimates using the FDOT's Long Range Estimate (LRE) program, *if required*. The CONSULTANT will be responsible for reviewing and updating the cost estimate when scope changes occur at project milestones. Construction costs must include traffic management and right of way costs.

4.16.2 Right of Way Cost Estimates

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

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

The CONSULTANT will estimate the cost for right of way acquisition, and cost estimates for relocations and business damages, if any. The CONSULTANT Right of Way cost estimates will be preliminary, engineer generated order of magnitude cost estimates that may not be used for acquisition purposes. The CONSULTANT will submit concept plans for the *Preferred Alternative only*, that include the parcel identification number, existing right of way lines, proposed right of way lines and acreage of property required. Additionally, the CONSULTANT will provide a spreadsheet with the following parcel information: owner, address, acreage of parent parcel and required amount of property for the Project, estimated business damages and right of way property costs.

4.17 ALTERNATIVES EVALUATION

4.17.1 Comparative Alternatives Evaluation

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

4.17.2 Selection of Recommended Alternative

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

4.17.3 Value Engineering

N/A

4.18 CONCEPT PLANS

The CONSULTANT will prepare concept plans for the Preferred Alternative only in appropriate scales overlaid on the base map in a format suitable for public presentation (pdf overlay of the concept and a single “roll plot”).

4.18.1 Base Map

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

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

- Overall Project Location Map 1: 2000
- Overall Drainage Map 1: 500
- Corridor Maps (Roll Plots) 1: 100

4.18.2 Alternatives Concept Plans

N/A (Concept design plan sheets for the Preferred Alternative only)

4.18.3 Preferred Alternative

The CONSULTANT will finalize the preferred alternative concept plan by incorporating comments received from the Public as directed by the COUNTY.

4.18.4 Typical Section Package

The CONSULTANT will prepare the Typical Section Package (excluding pavement design) in accordance with the **FDM**.

4.18.5 Design Exceptions and Design Variations

The CONSULTANT will prepare Design Exceptions and Design Variations Package for the preferred alternative for approval in accordance with the **FDM, as an optional service.**

4.19 TRANSPORTATION MANAGEMENT PLAN

N/A

4.20 RISK MANAGEMENT

N/A

4.21 ENGINEERING ANALYSIS DOCUMENTATION

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

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

4.22 PLANNING CONSISTENCY

The CONSULTANT will review and provide planning consistency for the environmental document.

4.22.1 Transportation Plans

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

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

4.22.2 Planning Consistency Form

N/A

5.0 ENVIRONMENTAL ANALYSIS AND REPORTS

Tasks described within this section direct work efforts applicable to the environmental analysis and documentation for this Project. Prior to beginning environmental work, the CONSULTANT must review the ETDM Programming Screen Summary Report, summary degree of effect, resource agencies' comments, permits that may be required, and GIS information from the Environmental Screening Tool (EST). This review will support the CONSULTANT's ability to adequately assess the potential for Project alternatives to affect known environmental resource issues.

CONSULTANT activities to conduct and prepare environmental analysis and reports shall be done under the direction of the COUNTY Project Manager. The CONSULTANT will collect pertinent environmental data, conduct analyses, and document the results of this analysis within technical reports or memoranda. The analyses and reporting will be performed and presented in accordance with the procedures in the **PD&E Manual**. The CONSULTANT will analyze all Build Alternatives and the No Build Alternative with respect to impacts to natural, cultural, social and physical resources and document all analyses in the reports. Wherever appropriate the

CONSULTANT will describe proposed measures to avoid, minimize, or mitigate project impacts on the environmental issues. Additionally, the CONSULTANT will summarize results of the environmental analysis in the Environmental Document. The CONSULTANT must verify and record in the Environmental Document any environmental resource that is identified as "No Involvement". The CONSULTANT will summarize in the Environmental Document the results of analysis of environmental resources that were completed as part of another study or performed by others concurrent with this project.

5.1 SOCIOCULTURAL EFFECTS

THE CONSULTANT will conduct a Sociocultural Effects (SCE) evaluation in accordance with **Part 2, Chapter 4** of the **PD&E Manual**. The CONSULTANT will document the results of the SCE Evaluation in the Environmental Document. If no involvement for a particular issue is indicated, then standard statements to that effect from **Part 2, Chapter 4** of the **PD&E Manual** will be included in the Environmental Document.

5.1.1 Social

- **Community Cohesion:** The CONSULTANT will identify and assess potential Project impacts on physical barriers, traffic pattern changes, social pattern changes, and loss of connectivity to community features and facilities.
- **Special Community Designation:** The CONSULTANT will identify and assess potential Project impacts on schools, churches, parks, emergency facilities, social services, daycare facilities, retirement centers, community centers, and retail locations.
- **Safety / Emergency Response:** The CONSULTANT will identify and assess potential Project impacts on the creation of isolated areas; emergency response time changes; and location of police, fire, emergency medical services, healthcare facilities, and government offices.
- **Demographics:** The CONSULTANT will identify and assess potential Project impacts on minority, LEP persons, disabled persons, low-income populations, and/or special populations within the Project area.
- **Community Goals and Quality of Life:** The CONSULTANT will identify and assess potential Project impacts on social value changes and compatibility with community goals and vision.

5.1.2 Economic

The CONSULTANT will assess potential project impacts to business and employment activities in the project area.

5.1.3 Land Use Changes

The CONSULTANT will evaluate the Project's consistency with the physical character of the area and applicable community plans.

5.1.4 Mobility

The CONSULTANT will evaluate potential Project impact on mobility and accessibility with regard to all transportation modes (i.e., pedestrian, bicycle, transit and vehicles) in the Study Area.

5.1.5 Aesthetics

The CONSULTANT will evaluate and summarize the Project's effect on viewshed and vista, community focal points, historic structures, landmarks, and community character, in accordance with the PD&E Manual.

5.1.6 Relocation Potential (Optional Service)

The CONSULTANT will identify residences, businesses, and institutional or community facilities that may require relocation to accommodate the Project. It is estimated that **zero** parcels will require relocation. The CONSULTANT will obtain additional site-specific information needed to evaluate the effect of each Project alternative on the displacement of residences and businesses.

5.2 CULTURAL RESOURCES

The CONSULTANT will prepare a Cultural Resource Desktop Analysis for the project.

The CONSULTANT shall identify and map out the zones of probability for the Project Study Area and identify any previously recorded resources. The Area of Potential Effect (APE) will be determined (including pond sites). The CONSULTANT will summarize each of the cultural resource issues in the Environmental Document. If no involvement for a particular issue is indicated, then a statement to that effect will be included. The CONSULTANT will use a professional qualified under the provisions of **36 CFR 61** in compliance with the **National Historic Preservation Act of 1966 (Public Law 89-665, as amended)** and the implementing regulations (**36 CFR 800**), as well as with the provisions contained in **Chapter 267, Florida Statutes**, to perform all work in this task.

The CONSULTANT will assess the direct and indirect effects and will document the severity of the following items in the Environmental Document and Project file:

5.2.1 Archaeological and Historic Resources

The CONSULTANT will identify and analyze impacts to archaeological sites and historic resources within the Project's Area of Potential Effects (APE). The APE must include potential pond sites. The CONSULTANT will prepare a research design methodology and perform a Cultural Resources Assessment Survey in accordance with **Part 2, Chapter 8** of the **PD&E Manual**. All work will be documented and coordinated with appropriate agencies as per **Part 2, Chapter 8** of the **PD&E Manual**, and the FDOT's **Cultural Resource Management Handbook**. In addition, attendance at public meetings may be required. The CONSULTANT will review and address any resources

issues or comments by the State Historic Preservation Office (SHPO) listed in the Programming Screen Summary Report.

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

5.2.2 Recreational, Section 4(f)

Section 4 (f) “de minimis” Documentation: The CONSULTANT will prepare Section 4(f) “de minimis” documentation in accordance with **Part 2, Chapter 7 of the PD&E Manual**.

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

5.3 NATURAL RESOURCES

The CONSULTANT will assess and summarize each of the natural resource issues in the Environmental Document. If no involvement for a particular issue is indicated, then a statement to that effect will be included.

The CONSULTANT will identify the natural resource evaluation area. The CONSULTANT will assess the direct and indirect effects and will document the severity of the following items in the Environmental Document and project file:

5.3.1 Wetlands

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

5.3.2 Essential Fish Habitat

The CONSULTANT will conduct field review, survey, and appropriate coordination with resource agencies to assess impacts to essential fish habitat (EFH) in accordance with **Part 2, Chapter 17 of the PD&E Manual**. The CONSULTANT will prepare the EFH

Assessment as a component of the NRE to document potential adverse effects to EFH and measures to address those effects.

5.3.3 Wildlife and Habitat

Analysis and Report: The CONSULTANT will perform research, field reviews, survey, and coordination necessary to determine Project involvement with and any potential impacts to federal and state protected, threatened or endangered species and their habitats. Additionally, the CONSULTANT will develop a study design (which will be approved by the COUNTY) to evaluate the magnitude of Project involvement with wildlife and their habitat. If required, the CONSULTANT will prepare the Biological Assessment as a part of the NRE.

The CONSULTANT will assess project's potential impacts to wildlife and habitat in accordance with **Part 2, Chapter 16** of the **PD&E Manual**. The CONSULTANT will assist the COUNTY in consultations, if required.

Conservation Measures and Mitigation Plan is an Optional Service: The CONSULTANT will provide an analysis of wildlife and habitat conservation measures.

5.3.4 Natural Resource Evaluation Report

The CONSULTANT will document the results of the Wetlands and EFH, Wildlife and Habitat, evaluations in a Natural Resources Evaluation (NRE) report in accordance with **Part 2, Chapter 16** of the **PD&E Manual**.

5.3.5 Water Quality

The CONSULTANT will evaluate the data for and document water quality in the Water Quality Impact Evaluation (WQIE) Checklist in accordance with **Part 2, Chapter 11** of the **PD&E Manual**.

5.3.6 Special Designations

The CONSULTANT will evaluate the data for and document the following special designations if applicable: Outstanding Florida Waters, Wild and Scenic Rivers, Aquatic Preserves, Coastal Barrier Resource, and Scenic Highways, in accordance with **Part 2, Chapters 5, 10, 12, and 15** of the **PD&E Manual**, respectively.

5.3.7 Identify Permit Needs

The CONSULTANT will review the Programming Screen Summary Report and identify permits required for the project.

List of expected permits:

- FDEP/USACE 404 Permit
- FDEP NPDES Permit

- SWFWMD ERP
- FWC Gopher Tortoise Permit

5.3.8 Farmland

If applicable, the CONSULTANT will evaluate the data and document potential farmland impacts in accordance with **Part 2, Chapter 6** of the **PD&E Manual**.

5.4 PHYSICAL EFFECTS

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

5.4.1 Noise (N/A)

If the Project is determined to be a Type III project, the CONSULTANT will document that in the Project File.

5.4.2 Transit Noise and Vibration Analysis (N/A)

5.4.3 Air Quality (Optional Service)

This resource is not present or will not be impacted by the project. The CONSULTANT must verify and record in the Environmental Document.

5.4.4 Construction Impact Analysis

This resource is not present or will not be impacted by the project. The CONSULTANT must verify and record in the Environmental Document.

5.4.5 Contamination

The CONSULTANT will gather data, review data, and investigate contamination issues within the limits of the project and identify potentially contaminated sites in accordance with **Part 2, Chapter 20** of the **PD&E Manual**.

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

5.5 CUMULATIVE EFFECTS EVALUATION

N/A

5.6 PROJECT COMMITMENTS RECORD

N/A

6.0 ENVIRONMENTAL DOCUMENT

The CONSULTANT will assist the DEPARTMENT in preparing the Type 1 Categorical Exclusion form in accordance with **Part 1, Chapter 5 of the PD&E Manual.**

7.0 METHOD OF COMPENSATION

Payment for the work accomplished will be in accordance with Exhibit B of this contract.

8.0 DESIGN SERVICES (OPTIONAL SERVICE)

- *None at this time*

END OF EXHIBIT A

EXHIBIT B, FEE RATE SCHEDULE

1. FEES

Fees for the Services detailed in this Agreement shall be as set forth in this **Exhibit B**.

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Manatee County - Gateway Greenway Trail
Loaded Billing Rates

<u>Classification</u>	<u>Rate</u>
Archaeologist	\$125
Chief Archaeologist	\$220
Chief Engineer 1	\$357
Chief Engineer 2	\$376
Chief Planner	\$347
Chief Scientist	\$269
Engineer 1	\$185
Engineer 2	\$224
Engineering Intern	\$174
Engineering Technician	\$145
Environmental Specialist	\$153
Graphic Designer	\$163
Planner	\$140
Project Manager 2	\$263
Project Manager 3	\$321
Project Planner	\$174
Secretary/Clerical	\$134
Senior Archaeologist	\$149
Senior Engineer 1	\$270
Senior Engineer 2	\$306
Senior Engineering Technician	\$190
Senior Environmental Specialist	\$199
Senior Landscape Architect	\$207
Senior Planner	\$189

CLASSIFICATION AND HOURLY FEE RATES FOR SUBCONSULTANTS

The Barfield Group

Acquisition Administrator	\$190
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The Valerin Group

Community Outreach Specialist Senior	\$178.49
Graphic Designer/Web Developer	\$143.45

PROJECT WORK PLAN PERSON-HOUR ESTIMATE

Project Name:	Gateway Greenway Trail Phase II - Project Development and Envrionmental (PD&E) Study
Project Number:	6061161
Date Prepared:	7/22/2026
Estimated By:	Cris Schooley

Estimated Project Duration:	12	months
Project Development and Environmental (PD&E)		
Design and Permitting	TBD	months

Consultant Task # Number	Subtask Name/Description		Chief Engineer 1	Chief Scientist	Chief Archaeologist	Project Manager 2	Senior Engineer 1	Engineer 2	Engineer 1	Engineering Technician	Sr Env. Specialist	Env. Specialist	Sr. Archaeologist	Archaeologist	Sr. Planner	Planner	Graphic Designer	Secretary/ Clerical	Total Labor Hours	EOR Labor Total	Optional Services	Subcons Cost	Allocation and Expense 5.0%	Total Fee
			\$ 357.00	\$ 269.00	\$ 220.00	\$ 263.00	\$ 270.00	\$ 224.00	\$ 185.00	\$ 145.00	\$ 199.00	\$ 153.00	\$ 149.00	\$ 125.00	\$ 189.00	\$ 140.00	\$ 163.00	\$ 134.00						
	Subconsultant Services																		0	\$0		\$19,950		\$19,950
III	Other Stakeholder Meetings (Barfield)																		0	\$0		\$85,417		\$85,417
III	Public Meeting (Valerin)																		0	\$0		\$0		\$0
																			0	\$0		\$0		\$0
	Subtotal Subconsultant Coord(Hours)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$105,367	\$0	\$105,367
I	Project Descriptions and Objectives (Scope Section 2)																							\$0
	Project Requirements and Provisions of Work																							\$42,286
	Meetings and Presentations	173	9			78	35				35							16	173	\$42,286				\$42,286
	Schedule	16	1			7	3				3							2	16	\$3,873				\$3,873
	Coordination with Consultants (see above)	20	1			9	4				4							2	20	\$4,868				\$4,868
	Contract Management	96	5			43	19				19							10	96	\$23,345				\$23,345
	Additional Services																							\$0
	Subtotal Task I (Hours)	305	16	0	0	137	61	0	0	0	61	0	0	0	0	0	0	30	305	\$74,372	\$0	\$0	\$0	\$74,372
II	Public Involvement (Scope Section 3)																							
	Public Involvement																							
	Public Involvement Plan	2				1	0		0	0					0	1	0	0	2	\$403				\$403
	Scheduled Public Meetings																							\$0
	Project Kickoff																							\$0
	Notification Letters	2				1	0		0	0					0	1	0	0	2	\$403				\$403
	Alternatives Public Information Meeting(s)																							\$0
	Development of Meeting Materials																							\$0
	Presentation	40				4	2		4	4					6	10	8	2	40	\$7,018				\$7,018
	Project Handouts	8				1	0		1	0					2	2	2	0	8	\$1,432				\$1,432
	Exhibits	40				4	2		4	4					6	10	8	2	40	\$7,018				\$7,018
	Notification Letters	8				1	0		1	0					2	2	2	0	8	\$1,432				\$1,432
	Response letters	8				1	0		1	0					2	2	2	0	8	\$1,432				\$1,432
	Staff Briefing	2				1	1		0	0					0	0			2	\$533				\$533
	Participation and notes																							\$0
	Participation	80				16	16	16	16	16									80	\$17,392				\$17,392
	Notes	4				1	1		1	1									4	\$863				\$863
	Other Public/Agency Meetings																							\$0
	Development of Meeting Materials																							\$0
	Presentation	8				1	0		1	1					2	2	1	0	8	\$1,414				\$1,414
	Exhibits	8				1	0		1	1					2	2	1	0	8	\$1,414				\$1,414
	Participation and notes																							\$0
	Participation	15				6	6	3											15	\$3,753				\$3,753
	Notes	2				1	1								0				2	\$533				\$533
	Additional Public Involvement Requirements																							\$0
	General Public Correspondence	20				2	2		3	3					3	5	1	1	20	\$3,620				\$3,620
	Summary of Public Involvement Report	28				3	3		4	4					5	7	1	1	28	\$5,141				\$5,141
																								\$0
	Quality Assurance / Quality Control (5%)	9	9																9	\$3,213				\$3,213
																								\$0
	Subtotal Task II (Hours)	284	9	0	0	45	34	16	40	34	0	0	0	0	30	44	26	6	284	\$57,014	\$0	\$0	\$0	\$57,014
III	Engineering Analysis and Reports (Scope Section 4)																							
	Review of Previous Studies	4				1	0	1	1	1									4	\$817				\$817
	Existing Conditions Analysis																							\$0
	Data Collection	28				3	3	6	10	6									28	\$5,663				\$5,663
	Field Review (key disciplines)	40				8	8	8	8	8									40	\$8,696				\$8,696
	Survey																							\$0
	Aerial Photography (Download public aerials)	4							2	2									4	\$660				\$660
	Geotechnical Investigation																							\$0
	Soiles (download soils map)	4							2	2									4	\$660				\$660
	Safety																							\$0
	Crash Data	4							2	2									4	\$660				\$660
	Historical Crash Analysis	16				2	2	3	6	3									16	\$3,283				\$3,283
	HSM Safety Analysis	16				2	2	3	6	3									16	\$3,283				\$3,283
	Utilties and Railroads																							\$0
	Utilities (data collection and analysis)	76				8	8	15	30	15									76	\$15,349				\$15,349
	Roadway Analysis																							\$0
	Design Controls and Criteria	12				1	1	3	5	2									12	\$2,420				\$2,420
	Typical Section Analysis	40				4	4	8	16	8									40	\$8,044				\$8,044
	Geometric Design	88				9	9	17	35	18									88	\$17,690				\$17,690
	Intersections and Interchange Evaluation (ICE)	40				4	4	8	16	8									40	\$8,044				\$8,044
	Multimodal Accommodations	8				1	1	1	3	2									8	\$1,602				\$1,602
	Lighting	4				0	0	1	2	1									4	\$739				\$739
	Identify Construction Segments	20				2	2	4	8	4									20	\$4,022				\$4,022
	Sturctures																							\$0
	Existing Structures	24				2	2	5	10	5									24	\$4,761				\$4,761
	Structure Typical Sections	24				2	2	5	10	5									24	\$4,761				\$4,761
	Structure Design Alternatives	24				2	2	5	10	5									24	\$4,761				\$4,761
	Drainage																							\$0
	Floodplain and Environmental Permit Data Collection	16				2	2	3	6	3									16	\$3,283				\$3,283
	Drainage Analysis	24				2	2	5	10	5									24	\$4,761				\$4,761
	Floodplain Compensation Analysis	24				2	2	5	10	5									24	\$4,761				\$4,761
	Stormwater Management Analysis																							\$0
	Enviro. Look Around (ELA) Meeting and Pond Siting Meeting	40				4	4	8	16	8									40	\$8,044				\$8,044
	Stormwater Management	48				5	5	9	19	10									48	\$9,646				\$9,646
	Pond Siting Report or Conceptual Drainage Design Report	80				8	8	16	32	16									80	\$16,088				\$16,088

PROJECT WORK PLAN PERSON-HOUR ESTIMATE

Project Name:	Gateway Greenway Trail Phase II - Project Development and Envrionmental (PD&E) Study
Project Number:	6061161
Date Prepared:	7/22/2026
Estimated By:	Cris Schooley

Estimated Project Duration:	12	months
Project Development and Environmental (PD&E)		
Design and Permitting	TBD	months

Consultant Task # Number	Subtask Name/Description		Chief Engineer 1	Chief Scientist	Chief Archaeologist	Project Manager 2	Senior Engineer 1	Engineer 2	Engineer 1	Engineering Technician	Sr Env. Specialist	Env. Specialist	Sr. Archaeologist	Archaeologist	Sr. Planner	Planner	Graphic Designer	Sectretary/ Clerical	Total Labor Hours	EOR Labor Total	Optional Services	Subcons Cost	Allocation and Expense 5.0%	Total Fee
			\$ 357.00	\$ 269.00	\$ 220.00	\$ 263.00	\$ 270.00	\$ 224.00	\$ 185.00	\$ 145.00	\$ 199.00	\$ 153.00	\$ 149.00	\$ 125.00	\$ 189.00	\$ 140.00	\$ 163.00	\$ 134.00						
	Drainage Design	0				0	0	0	0	0									0	\$0				\$0
	Location Hydraulic Report	40				4	4	8	16	8									40	\$8,044				\$8,044
	Construction and Right of Way Cost Estimates																		40	\$0				\$0
	Construction Cost Estimates	40				4	4	8	16	8									40	\$8,044				\$8,044
	Right of Way Cost Estimates	40				4	4	8	16	8									40	\$8,044				\$8,044
	Alternatives Evaluation																			\$0				\$0
	Comparative Alternatives Evaluation	16				2	2	3	6	3									16	\$3,283				\$3,283
	Concept Plans																			\$0				\$0
	Base Map	128				13	13	25	51	26									128	\$25,734				\$25,734
	Typical Section Package	44				4	4	9	18	9									44	\$8,783				\$8,783
	Planning Consistency																			\$0				\$0
	Transportation Plans	8				1	1	1	3	2									8	\$1,602				\$1,602
	Engineering Analysis Documentation																			\$0				\$0
	Draft PER	100				10	10	20	40	20									100	\$20,110				\$20,110
	Final PER	40				4	4	8	16	8									40	\$8,044				\$8,044
	Quality Assurance / Quality Control (5%)	52	52																52	\$18,564	\$0			\$18,564
																				\$0				\$0
	Subtotal Task III (Hours)	1216	52	0	0	120	119	229	457	239	0	0	0	0	0	0	0	0	1216	\$252,750	\$0	\$0	\$0	\$252,750
IV	Environmental Analysis and Reports (Scope Section 5)																							
	Sociocultural Effects																							
	Sociocultural Effects Evaluation or Report	26				3					9	14							26	\$4,722				\$4,722
	Cultural Resources																							
	Cultural Resource Desktop Only	50											20	30					50	\$6,730				\$6,730
	Section 4(f) - de minimis	90				9					32	49							90	\$16,232				\$16,232
	Natural Resources																							
	Wetlands																							
	Wetlands - Data Collection	36				4					13	19							36	\$6,546				\$6,546
	Wetlands - Evaluation	20				2					7	11							20	\$3,602				\$3,602
	Essential Fish Habitat																							
	Essential Fish Habitat - Data Collection	0				0					0	0							0	\$0				\$0
	Essential Fish Habitat Assessment	0				0					0	0							0	\$0				\$0
	Wildlife and Habitat																							
	Data Collection	36				4					13	19							36	\$6,546				\$6,546
	Specific Survey and Consultation	12				1					4	7							12	\$2,130				\$2,130
	Analysis	40				4					14	22							40	\$7,204				\$7,204
	Conservation Measures and Mitigation Plan	20				2					7	11							20	\$3,602				\$3,602
	Natural Resource Evaluation (NRE) Report	20				2					7	11							20	\$3,602				\$3,602
	Water Quality																							
	Special Designations	2				0					1	1							2	\$352				\$352
	Identify Permit Needs	4				0					2	2							4	\$704				\$704
	Construction Impact Analysis	2				0					1	1							2	\$352				\$352
	Contamination																							
	Field Data	8				0					4	4							8	\$1,408				\$1,408
	Analysis and Report	90				9					32	49							90	\$16,232				\$16,232
	Categorical Exclusion Type 1	60				6					27	27							60	\$11,082				\$11,082
	Quality Assurance / Quality Control (5%)	21		18	3														21	\$5,502				\$5,502
																				\$0				\$0
	Subtotal Task IV (Hours)	537	0	18	3	46	0	0	0	0	173	247	20	30	0	0	0	0	537	\$96,548	\$0	\$0	\$0	\$96,548
			77	18	3	348	214	245	497	273	234	247	20	30	30	44	26	36	2342	\$480,684	\$0	0	0	\$480,684
Project Totals																			2,342	\$480,684	\$0	\$105,367	0	\$586,051

2. PROJECT DESCRIP & OBJECTIVES

Estimator:

Gateway Greenway Trail - Phase II PD&E Study

TBD

Representing	Print Name	Signature / Date
Kimley-Horn and Associates	Shari Barnwell, Cris Schooley	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
NOTE: * subject to QC						
2.2	Project Requirements and Provisions for Work					
	2.2.6 Meetings and Presentations	LS			172	see table below
	2.2.9 Schedule *	LS	1	16	16	12 hrs initial set up + schedule updated 4 times @ 1 hrs
	2.2 Project Requirements and Provisions Work Total				188	
2.3	Coordination with Other Consultants and Entities	LS	1	20	20	10 hours @ 2 subs = 20
2.4	Contract Management	LS	1	96	96	Includes project management efforts for the CONSULTANT to complete setup and maintenance of files, and preparing technical monthly progress reports (note: preparation of non-technical -administrative -progress reports cannot be reimbursed). (Initial set-up estimated at 16-32 hours and 4-12 hours per month for update/maintenance). Factors to consider when estimating the hours are: number of agencies, complexity of project, multiple technical progress reports per month, adding data to project suite, and/or other CONSULTANT inputs to DEPARTMENT databases). 24 hrs initial set up + 6 hrs per month @ 12 months
2.5	Additional Services					
	2.5.1 Alternative Corridor Evaluation *	LS	1	0	0	
	2.5.2 Advance Notification					
	Advance Notification *	LS	1	0	0	N/A
	Preliminary Environmental Discussion *	LS	1	0	0	N/A
	2.5.3 Scoping (EIS Only)					
	Set up/Scoping Package*	LS	1	0	0	
	Participation and notes	LS	1	0	0	
	2.5.4 Notice of Intent (EIS Only) *	LS	1	0	0	
	2.5.5 Transit Coordination Plan *	LS	1	0	0	
	2.5.6 Miscellaneous Services *	LS	1	0	0	
	2.5 Additional Services Total				0	
2.7	Optional Services	LS	1	0	0	
Project Description and Objectives Subtotal					304	
Hours Subject to QC					16	
	Quality Assurance / Quality Control	LS	%	5%	1	
PROJECT DESCRIPTION AND OBJECTIVES TOTAL HOURS					305	

3. PUBLIC INVOLVEMENT

Estimator:

Gateway Greenway Trail - Phase II PD&E Study

TBD

Representing	Print Name	Signature / Date
Kimley-Horn and Associates	Shari Barnwell, Cris Schooley	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
NOTE: * subject to QC						
3.1	Public Involvement					
	3.1.1 Public Involvement <i>Plan *</i>	LS	1	0	2	
	Public Involvement Plan*	LS	1	2	2	Review plan by Valerin
	Project Plan*	LS	1	0	0	By Valerin
	Web Site Development *	LS	1	0	0	By Valerin
	Web Site Content Updates *	LS	1	0	0	By Valerin
	3.1.2 Public Involvement Data Collection (incl. site selection)	LS	1	0	0	By Valerin
	3.1 Public Involvement Total			2		
3.2	Scheduled Public Meetings					
	<u>Project Kickoff Meeting</u>					
	Development of Meeting Materials*	LS	1	2	2	
	Agenda *	LS	1	0	0	
	Presentation*	LS	1	0	0	
	Project Handouts *	LS	1	0	0	
	Exhibits *	LS	1	0	0	
	Notification Letters *	LS	1	2	2	Review kick-off newsletter by Valerin
	Press Release/Meeting Announcements *	LS	1	0	0	
	Staff Briefing *	LS	1	0	0	
	Participation and Notes	LS	1	0	0	
	Participation	LS	1	0	0	
	Notes	LS	1	0	0	

3. PUBLIC INVOLVEMENT

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
	Alternatives Public Information Meeting(s)					
	Development of Meeting Materials *	LS	1	74	106	
	Agenda *	LS	1	0	0	N/A
	Presentation *	LS	1	40	40	Presentation and script, recording by Valerin
	Project Handouts *	LS	1	8	8	Similar to the Newsletter mailer
	Exhibits *	LS	5	8	40	Assume Location Map, Typical section Board, Matrix, Schedule, Rendering
	Notification Letters *	LS	1	8	8	Notification for elected officials and agencies
	Press Release/Meeting Announcements *	LS	1	0	0	By Valerin
	Project Summaries *	LS	1	0	0	N/A
	Response letters *	LS	1	8	8	Responses to public comment is required
	Staff Briefing *	LS	1	2	2	Assume virtual debrief with County and FDOT staff
	Participation and Notes	LS	1	42	84	
	Participation	LS	2	40	80	Assume 2 meetings * (5 KHA staff * 8 hrs (2 hrs travel, 4 hrs setup and takedown, 2 hrs meeting))
	Notes	LS	2	2	4	Review meeting summary by Valerin
	Other Public and Agency Meetings (Specify) or informal meetings					
	Development of Meeting Materials *	LS	1	16	16	
	Presentation *	LS	1	8	8	Repurpose presentation for agency meetings
	Project Handouts *	LS	1	0	0	N/A
	Exhibits *	LS	1	8	8	Repurpose exhibits for agency meetings
	Participation and notes	LS	1	17	17	
	Participation	LS	1	15	15	Assume 3 staff * 5 hrs
	Notes	LS	1	2	2	Summarize meeting for comments and coordination report
	3.2 Scheduled Public Meetings Total				225	

3. PUBLIC INVOLVEMENT

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
3.3	Public Hearing					
	Public Hearing Materials	LS	1	0	0	
	3.3 Public Hearing Total					0
3.4	Summary of Public Involvement Report	LS	1	28	28	24 hours draft, 4 hrs final
3.5	Notification of Approved Environmental Document *	LS	1	0	0	N/A
3.6	Additional Public Involvement Requirements					
	General Public Correspondence *	LS	1	20	20	Assume 2 hrs * 10 months
	News Letters, Fact Sheets, Preparation / Distribution *	LS	1	0	0	By Valerin
	Frequently Asked Questions (FAQs) *	LS	1	0	0	N/A
	Videos, Renderings, Fly-through, 3-D Visualization *	LS	1	0	0	N/A
	Design Charrettes *	LS	1	0	0	N/A
	Other *	LS	1	0	0	N/A
	3.6 Additional Public Involvement Requirements Total					20
Public Involvement Subtotal					275	
Hours Subject to QC					174	
	Quality Assurance / Quality Control	LS	%	5%	9	
PUBLIC INVOLVEMENT TOTAL HOURS					284	

4. ENG ANALYSIS & REPORTS

Estimator:

Gateway Greenway Trail - Phase II PD&E Study
TBD

Representing	Print Name	Signature / Date
Kimley-Horn and Associates	Shari Barnwell, Cris Schooley	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
NOTE: * subject to QC						
4.1	Review of Previous Studies	LS	1	4	4	Previous EIS, LRTP, Comp Plan
4.2	Existing Conditions Analysis					
	Data Collection	LS	1	28	28	GIS data collection and mapping
	Field Review	LS	1	40	40	Assume 4 staff * 10 hrs (3 hrs travel + 6 hrs onsite)
	4.2 Existing Conditions Analysis Total				68	
4.3	Survey					
	4.3.1 Survey Design *	LS	1	0	0	Optional Service
	Survey Coordination	LS	1	0	0	Optional Service
	4.3.2 Photogrammetry *	LS	1	0	0	N/A
	Aerial Photography	LS	1	4	4	Download public aerals
	4.3 Survey Total				4	
4.4	Geotechnical Investigation					
	Soils	LS	1	4	4	Download soils map
	Geotechnical Coordination	LS	1	0	0	Optional Service
	Geotechnical Design Services *	LS	1	0	0	Optional Service
	4.4 Geotechnical Investigation Total				4	
4.5	Traffic Analysis					
	4.5.1 Traffic Analysis Methodology *	LS	1	0	0	N/A
	4.5.2 Traffic Counts *	LS	1	0	0	N/A
	4.5.3 Vehicle Class. Counts on Roadway Segments and Ramps *	LS	1	0	0	N/A
	4.5.4 Pedestrian, Bicycle, and Other Multimodal Data *	LS	1	0	0	N/A
	4.5.5 Calibration and Validation Data *	LS	1	0	0	N/A
	4.5.6 Existing Traffic Operational Analysis *	LS	1	0	0	N/A
	4.5.7 Model Calibration and Validation *	LS	1	0	0	N/A
	4.5.8 Future Demand Forecasting *	LS	1	0	0	N/A
	4.5.9 No-Build Analysis *	LS	1	0	0	N/A
	4.5.10 Development and Screening of Alternatives *	LS	1	0	0	N/A
	4.5.11 Operational Evaluation of Build Alternatives *	LS	1	0	0	N/A
	4.5.12 Project Traffic Analysis Report *	LS	1	0	0	N/A
	4.5.13 Interchange Access Request *	LS	1	0	0	N/A
	4.5.14 Traffic Data for Noise Study *	EA	0	0	0	N/A
	4.5.15 Traffic Data for Air Quality Analysis *	EA	0	0	0	N/A

4. ENG ANALYSIS & REPORTS

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
	4.5.16 Signalization Analysis *	LS	1	0	0	N/A
	4.5 Traffic Analysis Total				0	
4.6	Signage *	LS	1	0	0	N/A
4.7	Tolling Concepts *	LS	1	0	0	N/A
4.8	Safety					
	4.8.1 Crash Data *	LS	1	4	4	Crash data for multimodal crossings
	4.8.2 Safety Analysis					
	Historical Crash Analysis *	LS	1	16	16	Historical crash analysis, document in PER
	HSM Safety Analysis *	LS	1	16	16	Crash Modification Factors, documented in PER
	4.8.3 Documentation of Safety Analysis *	LS	1	0	0	N/A
	4.8 Safety Total				36	
4.9	Utilities and Railroads					
	4.9.1 Utilities *	EA	1	60	60	10 UAOs * 6 hrs, document in PER
	4.9.2 Railroad *	EA	1	16	16	Railroad coordination, by Barfield Group
	4.9 Utilities and Railroads Total				76	
4.10	Roadway Analysis					
	4.10.1 Design Controls and Criteria *	LS	1	12	12	
	4.10.2 Typical Section Analysis *	EA	10	4	40	4 roadway typicals + 1 railroad typical * 2 alternatives * 4 hours
	4.10.3 Geometric Design*	LS	1	88	88	2 alternatives * the length of horizontal alignment 10.9 miles * 4 hours
	4.10.4 Intersections and Interchange Evaluation *	EA	4	10	40	4 crossings * 10 hrs
	4.10.5 Access Management *	LS	1	0	0	N/A
	4.10.6 Multimodal Accommodations *	LS	1	8	8	transit connections
	4.10.7 Maintenance of Traffic *	LS	1	0	0	Standard Plans Only
	4.10.8 Lighting *	LS	1	4	4	Assume standard lighting at crossings
	4.10 Roadway Total				192	
4.11	Identify Construction Segments *	LS	1	20	20	Implementation plan based on available funding
4.12	Transportation Systems Management and Operations *	LS	1	0	0	N/A
4.13	Structures					
	4.13.1 Existing Structures*	EA	1	24	24	3 existing bridges * 8 hrs
	4.13.2 Structure Typical Sections *	EA	3	8	24	2 widening alternatives + 1 separate trail bridge alternative * 8 hours
	4.13.3 Structure Design Alternatives *	EA	1	24	24	Document preferred alternative in PER
	4.13 Structures Total				72	
4.14	Drainage					
	4.14.1 Floodplain and Environmental Permit Data Collection *	LS	1	16	16	
	4.14.2 Drainage Analysis *	Per Basin	3	8	24	Mendoza Road, 69th Street, and FPL RR only

4. ENG ANALYSIS & REPORTS

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
	4.14.3 Floodplain Compensation Analysis *	Per Encroach.	3	8	24	Mendoza Road, 69th Street, and FPL RR only
	4.14.4 Stormwater Management Analysis				0	
	Enviro. Look Around (ELA) Meeting and Pond Siting Meeting	LS	1	40	40	Agency coordination / site visits
	Stormwater Management *	Per Basin	3	16	48	Mendoza Road, 69th Street, and FPL RR only
	Pond Siting Report or Conceptual Drainage Design Report*	LS	1	80	80	60 draft + 20 final
	4.14.5 Drainage Design *	LS	1	0	0	N/A
	4.14.6 Location Hydraulic Report *	LS	1	40	40	
	4.14.7 Bridge Hydraulic Evaluation*	EA	0	0	0	N/A
	4.14 Drainage Total			272		
4.15	Landscaping Analysis *	LS	1	0	0	N/A
4.16	Construction and Right of Way Cost Estimates					
	4.16.1 Construction Cost Estimates *	LS	1	40	40	20 hrs setup +10 hrs * 2 Alts
	4.16.2 Right of Way Cost Estimates *	LS	1	40	40	20 hrs setup + 20hrs * 2 alts
	4.16 Construction and Right of Way Cost Estimates Total			80		
4.17	Alternatives Evaluation					
	4.17.1 Comparative Alternatives Evaluation *	LS	1	12	12	8 hrs setup + 4 hrs update
	4.17.2 Selection of Recommended Alternative *	LS	1	4	4	Document recommended alternative selected by the COUNTY
	4.17.3 Value Engineering *	LS	1	0	0	N/A
	4.17 Alternatives Evaluation Total			16		
4.18	Concept Plans					
	4.18.1 Base Map *	Sheet	4	10	40	10.9 miles / 3 miles per sheet * 10 hours each
	4.18.2 Alternatives Concept Plans *	Sheet	0	0	0	Preferred only
	4.18.3 Preferred Alternative *	Sheet	4	20	80	60 hours per sheet x preferred alternatives 4 sheets (1"=100')
	4.18.4 Typical Section Package *	LS	1	44	44	3 roadway - 1- Bridge (initial Typical Section = 20 hours + 3 typicals @ 8 hours
	4.18.5 Design Exceptions and Design Variations *	EA	1	8	8	Identify (if any) - reports will be developed during design
	4.18 Concept Plans Total			172		
4.19	Transportation Management Plan *	LS	1	0	0	N/A
4.20	Risk Management					
	Meeting Materials*	LS	1	0	0	N/A
	Meeting Participation	LS	1	0	0	N/A
	4.20 Risk Management Total			0		
4.21	Engineering Analysis Documentation					
	Draft Engineering Analysis Documentation*	LS	1	100	100	Range 100 - 300 hrs
	Final Engineering Analysis Documentation *	LS	1	40	40	Range 60 - 200 hrs
	4.21 Engineering Analysis Documentation Total			140		
4.22	Planning Consistency					
	4.22.1 Transportation Plans	LS	1	8	8	Coordinate for planning consistency
	4.22.2 Planning Consistency Form *	LS	1	0	0	Range 8 hrs
	4.22 Planning Consistency Total			8		

4. ENG ANALYSIS & REPORTS

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
4.23	Transit Systems and Service					
	4.23.1 Transit Concepts and Alternatives					
	Review of Transit Concepts and Alternatives Report (TCAR)	LS	1	0	0	N/A
	Review of Bicycle/Greenway plans	LS	1	0	0	N/A
	Develop Transit Concepts and Alternatives Report *	LS	1	0	0	N/A
	4.23.2 Existing and Planned Transit Infrastructure and Services *	LS	1	0	0	N/A
	4.23.3 Connectivity and Accessibility *	LS	1	0	0	N/A
	4.23.4 Transit Operational Analysis *	LS	1	0	0	N/A
	4.23.5 Ridership and Revenue Estimations					
	Ridership and Revenue Forecasts *	LS	1	0	0	N/A
	Operating and Ridership Sensitivity Testing *	LS	1	0	0	N/A
	Ridership and Revenue Results Documentation *	LS	1	0	0	N/A
	4.23.6 Transit Cost Estimates and Financial Commitments *	LS	1	0	0	N/A
	4.23.7 Proposed Transit Service and Operations Plan *	LS	1	0	0	N/A
	4.23.8 Transit Infrastructure Alternatives *	LS	1	0	0	N/A
	4.23.9 Constructability Review *	LS	1	0	0	N/A
	4.23 Transit Systems, Service, and Design Total					0
Engineering Analysis and Report Subtotal					1164	
Hours Subject to QC					1036	
	Quality Assurance / Quality Control	LS	%	5%	52	
ENGINEERING ANALYSIS AND REPORT TOTAL HOURS					1216	

5. ENVIRON. ANALYSIS & REPORTS

Estimator:

Gateway Greenway Trail - Phase II PD&E Study

TBD

Representing	Print Name	Signature / Date
Kimley-Horn and Associates	Sarah Johnson	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
NOTE: * subject to QC						
5.1	Sociocultural Effects					
	5.1 Sociocultural Effects Evaluation or Report *	LS	1	16	16	Assumes 1 SCE tech memo to be incorporated into environmental document
	5.1.1 Social *	LS	1	2	2	assumes additional supplementation to ETDM content mid range
	5.1.2 Economic *	LS	1	2	2	assumes additional supplementation to ETDM content mid range
	5.1.3 Land Use Changes *	LS	1	2	2	assumes additional supplementation to ETDM content mid range
	5.1.4 Mobility *	LS	1	2	2	assumes additional supplementation to ETDM content mid range
	Transit Only *	LS	1	0	0	
	5.1.5 Aesthetics *	LS	1	2	2	assumes an aesthetics assessment in SCE tech memo
	5.1.6 Relocation Potential					
	Review and Impact Determination *	LS	1	0	0	N/A
	Conceptual Stage Relocation Plan (CSRP) *	LS	1	0	0	N/A
	5.1 Sociocultural Effects Total			26		
5.2	Cultural Resources					
	Research Design and Survey Methodology *	LS	1	0	0	
	5.2.1 Archaeological and Historic Resources					
	Cultural Resource Assessment Survey (CRAS) *	LS	1	50	50	Desktop review only. Full CRAS on the preferred alignment during the design phase (additional 400 hours optional service, not including proposed pond sites)
	CRAS Addendum or Technical Memo. for Pond Sites *	LS	1	0	0	
	Determination of Eligibility (DOE) As Required	LS	1	0	0	
	Case Study Report *	LS	1	0	0	
	Memorandum of Agreement (MOA) *	LS	1	0	0	
	Section 4(f) Evaluation for Historic Resources *	LS	1	0	0	
	Section 106 Consultation Meetings	LS	1	0	0	
	Native American Coordination Meeting	LS	1	0	0	
	Section 106 Public Involvement	LS	1	0	0	
	Florida Master Site File Form*	LS	1	0	0	
	5.2.2 Recreational, Section 4(f) *					
	Section 4(f) Determination of Applicability *	EA	0	0	0	N/A
	Section 4(f) "de minimis" documentation *	EA	3	30	90	Washington Park, Buffalo Creek Park, Ola Mea Sims Park
	Section 4(f) Evaluation *	EA	0	0	0	Optional Service
	5.2 Cultural Resources Total			140		
5.3	Natural Resources					
	5.3.1 Wetlands					
	Wetlands - Data Collection	LS	1	36	36	desktop review with field verification in areas to confirm wetland type (1.5 days x 2 people x 12 hrs)
	Wetlands - Evaluation *	LS	1	20	20	assess wetland impacts (per type) per alternative
	5.3.2 Essential Fish Habitat					

5. ENVIRON. ANALYSIS & REPORTS

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
	Essential Fish Habitat - Data Collection	LS	1	0	0	N/A
	Essential Fish Habitat Assessment *	LS	1	0	0	N/A
	5.3.3 Wildlife and Habitat					
	Data Collection	LS	1	36	36	desktop review with field verification in areas to confirm wetland type (1.5 days x 2 people x 12 hrs)
	Specific Survey and Consultation	LS	1	12	12	general wildlife survey with GPS of observed nest/burrows/individuals (1 day x 1 person x 12 hrs)
	Analysis *	LS	1	40	40	assess species impacts (none, low, moderate, high) per alternative
	Conservation Measures and Mitigation Plan *	LS	1	20	20	document mitigation needed
	5.3.4 Natural Resource Evaluation (NRE) Report *	LS	1	20	20	listed species memo for T1CE
	5.3.5 Water Quality *	LS	1	0	0	N/A
	5.3.6 Special Designations *	LS	1	2	2	Verify no special designations
	5.3.7 Identify Permit Needs *	LS	1	4	4	
	5.3.8 Farmland *	LS	1	0	0	N/A
	5.3 Natural Resources Total			190		
5.4	Physical Effects					
	5.4.1 Noise					
	Methodology Meeting	LS	1	0	0	N/A
	Data Collection	LS	1	0	0	N/A
	Land Use Field Review/Outdoor Advertising Identification	LS	1	0	0	N/A
	Field Measurement and Model Validation *	LS	1	0	0	N/A
	Outdoor Advertising Identification	LS	1	0	0	N/A
	Construction Noise and Vibration Assessment *	LS	1	0	0	N/A
	Analysis and Noise Abatement Evaluation *	EA	0	0	0	N/A
	Noise Report *	LS	1	0	0	N/A
	5.4.2 Transit Noise and Vibration Analysis *	LS	1	0	0	N/A
	5.4.3 Air Quality					
	Data Collection	LS	1	0	0	N/A
	Screening Analysis *	LS	1	0	0	N/A
	Air Quality Modeling *	LS	1	0	0	N/A
	Air Quality Technical Memorandum *	LS	1	0	0	N/A
	Mobile Air Toxics Analysis *	LS	1	0	0	N/A
	5.4.4 Construction Impact Analysis *	LS	1	2	2	Range 2 hrs
	5.4.5 Contamination					
	Field Data	LS	1	8	8	This task consists of reviewing potential contamination sites through field trip(s) as per Part 2, Chapter 20 of the PD&E Manual. Hours are calculated using the following formula: number of trips x number of staff per trip x (travel time to the site + "T") . T is field time which depends on number of potential contamination sites.
	Analysis and Report *	LS	1	90	90	This task consists of reviewing and analyzing the data and ranking potential contamination sites that are within 500 feet buffer, and completing the Contamination Screening Evaluation Report or Technical Memorandum as per Part 2, Chapter 20 of the PD&E Manual. The hours for this task can be estimated as 1 - 4 hours per potentially contaminated site + 40 hours for the report.
	5.4 Physical Effects Total			100		
5.5	Cumulative Effects Evaluation *	EA	0	0	0	N/A
5.6	Project Commitments Record *	LS	1	0	0	N/A
Environmental Analysis and Report Subtotal					456	
Hours Subject to QC					364	

5. ENVIRON. ANALYSIS & REPORTS

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
	Quality Assurance / Quality Control	LS	%	5%	18	
ENVIRONMENTAL ANALYSIS AND REPORT TOTAL HOURS					474	

6. ENVIRONMENTAL DOCUMENT

Estimator:

Gateway Greenway Trail - Phase II PD&E Study
TBD

Representing	Print Name	Signature / Date
Kimley-Horn and Associates	Sarah Johnson	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
NOTE: * subject to QC						
6	Environmental Document					
	<i>Categorical Exclusion Type 2 *</i>	LS	1	60	60	<i>assume T1CE</i>
	<i>Environmental Assessment *</i>	LS	1	0	0	<i>N/A</i>
	<i>Finding of No Significant Impact (FONSI) *</i>	LS	1	0	0	<i>N/A</i>
	<i>Draft Environmental Impact Statement (DEIS) *</i>	LS	1	0	0	<i>N/A</i>
	<i>Final Environmental Impact Statement (FEIS) *</i>	LS	1	0	0	<i>N/A</i>
	<i>Record of Decision (ROD) *</i>	LS	1	0	0	<i>N/A</i>
	<i>Combined FEIS/ROD *</i>	LS	1	0	0	<i>N/A</i>
	<i>State Environmental Impact Report *</i>	LS	1	0	0	<i>N/A</i>
Environmental Document Subtotal					60	
Hours Subject to QC					60	
	Quality Assurance / Quality Control	LS	%	5%	3	
ENVIRONMENTAL DOCUMENT TOTAL HOURS					63	



June 10, 2026

Cris Schooley, PE, AICP
Kimley-Horn
200 South Orange Avenue, Suite 600
Orlando, FL 32801

RE: Right-of-Way PD&E Support Services
Gateway Greenway Trail – Phase II PD&E Study
Project # 6061161, Manatee County, Florida

Dear Mr. Schooley:

As requested, I am providing this proposal letter for Right-of-Way Support Services on the above-referenced PD&E Study Project. This Scope of Services is related to coordination with project stakeholders and the owners of those properties that may potentially be affected by the acquisition of a property interest or the project design, and for coordination with the project team. Potential fee simple and/or perpetual multi-use path/trail easement acquisitions are anticipated to be from properties owned by Florida Power & Light, two homeowner associations and/or two large acreage tracts of land.

The proposed scope for right-of-way support services includes the following tasks, as applicable:

1. Attendance and participation in:
 - a) Kick off meeting.
 - b) Project Status Meetings (up to four).
 - c) Project Stakeholder Meetings (up to twenty).
 - d) Team field reviews (up to three).
 - e) Team telephone conferences (up to 15).
 - f) Project manager telephone conferences.
 - g) Public Meeting (one).
2. Identification of the potential impacts to the remainders of those tax parcels from which it is anticipated a fee simple interest and/or easements will need to be acquired. Recommend project design modifications to minimize impacts to these property's remainders to reduce compensable damages due to these impacts.
3. Research the property ownerships and create parcel files for each of the potential acquisition parcels (up to five)
4. Conduct meetings with the property owners (and/or their representative) who may be affected by a potential acquisition to not only foster overall acceptance of the project, but to also:

- a) Develop relationships that will facilitate voluntary participation by the property owner in the potential parcel acquisition.
 - b) Maintain open and on-going communications to minimize the spread of inaccurate or false rumors that can undermine the success of a parcel acquisition.
 - c) Address each property owner's concerns about the project's design, potential acquisition(s), acquisition process, and construction.
 - d) Document the property owners'/representatives' concerns, requests, and recommendations for consideration by the Project Team and Manatee County representatives for incorporation into the project design.
 - e) Coordinate with the property owners and HOA representatives for those intersections or driveway connections which may not have adequate sight distance, for:
 - i. Cure of the non-conformity, if viable.
 - ii. Development of an alternative(s) that will provide for minimization of the potential for unsafe conflicts between motor vehicles and users of the trail/sidewalk.
5. Address property owner questions and concerns with the Project Manager and Project Engineer, as necessary.
 6. Participate in field reviews, team meetings, telephone conferences, and property owner coordination meetings.
 7. Solicit the property owners/representatives for participation in advance voluntary acquisitions from their property.

The above scope of services assumes that right-of-way acquisition support services (appraisal and acquisition) will be negotiated in a Supplemental Services Agreement.

The proposed fee for only the above-described right-of-way support services is \$19,950.00 (at an hourly rate of \$190.00). Monthly invoices will be submitted with timesheets that will reflect those hours expended on the above identified services which have been provided.

Thank you in advance for your consideration of this proposal. Please let me know if you have any questions or require additional information.

Sincerely,



Edwin R. Barfield, SR/WA
Licensed Florida Real Estate Broker BK450961

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Gateway Greenway Trail - Phase II PD&E Study
 County: Manatee
 CIP #: 6061161

Consult. Name: The Valerin Group, Inc.
 Consult. No. enter consultants proj. number
 Date: 6/29/2026
 Estimator: Catherine Winter/Valerie Ciudad-Real

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Community Outreach Specialist - Senior	Graphic Designer/Web Developer	Staff Classification 3	Staff Classification 4	Staff Classification 5	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$178.49	\$143.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Project Description and Objectives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Public Involvement	305	229	76	0	0	0	0	0	0	0	0	0	0	305	\$51,776	\$169.76
Engineering Analyses and Considerations	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Environmental Analysis and Reports	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Environmental Document	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	305	229	76	0	0	0	0	0	0	0	0	0	0	305		
Total Staff Cost		\$40,874.21	\$10,902.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$51,776.41	\$169.76

Check = \$51,776.41

Note:

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

SALARY RELATED COSTS: \$51,776.41
 OVERHEAD: \$0.00
 OPERATING MARGIN: \$0.00
 FCCM (Facilities Capital Cost Money): \$0.00
 EXPENSES: \$33,640.29
SALARY RELATED SUBTOTAL: \$85,416.70
 Survey (Field - if by Sub) 0.00 4-man crew day \$ - / day \$0.00
SUBTOTAL - SUBCONSULTANT \$85,416.70
 Optional Services \$0.00
SUBCONSULTANT TOTAL ESTIMATED FEE: \$85,416.70

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
3.0	PUBLIC INVOLVEMENT					
3.1	Public Involvement Plan Elements					
	3.1.1 Public Involvement Plan *	LS	1	40	40	Development of PIP and updates
	3.1.2 Project Website: Development & Maintenance	LS	0	0	0	To be handled by the County.
	3.1.3 Public Involvement Data Collection (incl. site selection)	LS	1	60	60	Includes the development and maintenance of mailing lists (estimated 8,850 property owners). Also includes the investigation and recommendation of potential meeting locations (site visit, room layout).
	3.1.4 Public Involvement Comment Tracking *	LS	0	0	0	To be handled by Prime.
	3.1 Public Involvement Plan Elements Total				100	
3.2	Scheduled Public Meetings					
	<u>Alternatives/Public Information Meeting(s)</u>					Two (2) in-person meetings. Same materials at both meetings.
	Development of Meeting Materials *	LS			76	
	Presentation (scripts/pre-recorded/graphics/rehearsal/revisions) *	LS	1	20	20	Development of project video from PowerPoint slides including voiceover and closed captions (Prime responsible for development of PowerPoint slides and script.)
	Project Handouts & Meeting Collateral *	LS	1	16	16	Development of handout, comment cards, sign-in sheets, name badges, etc.
	Exhibits *	LS	1	16	16	Includes development of Welcome board, Title VI board, outdoor notification boards, and directional boards as well as coordinating with printer and picking up boards from printer. Also includes deployment/pick-up of outdoor notification boards. (Prime responsible for development and printing of all other boards.)
	Notification Letters/Emails *	LS	1	2	2	Preparation of elected/appointed officials and Manatee County staff notifications. Hours for development of property owner notification included under Newsletters (below).
	Display Advertisements *	LS	1	2	2	Preparation of legal ad and FAR ad.
	News Release/Fact Sheets *	LS	1	2	2	Preparation of press release and media invitation.
	Meeting Summaries *	LS	1	16	16	Preparation of public meeting summary report following the public meetings.
	Staff Briefing *	LS	1	2	2	Valerin to attend one (1) virtual meeting with project staff and the County to review meeting collateral.
	Participation and Notes	LS			48	
	Participation	LS	2	24	48	Participation by three (3) Valerin staff members at each in-person public meeting to handle set-up, breakdown, staffing sign-in table, and A/V for project video. Hours include travel time.
	Response to Comments *	LS	0	0	0	To be handled by Prime.
	3.2 Scheduled Public Meetings Total				124	
3.3	Public Hearing	LS	0	0	0	N/A
3.4	Comments and Coordination Report *	LS	0	0	0	To be handled by Prime.

3.5	Notification of Approved Environmental Document *	LS	0	0	0	N/A
3.6	Additional Public Involvement Requirements					
	<i>Newsletters *</i>	LS	1	64	64	Development of newsletters: 40 hours (kickoff) + 24 hours (public meeting notification)
	<i>Frequently Asked Questions (FAQs) *</i>	LS	1	8	8	Development of FAQs
	3.6 Additional Public Involvement Requirements Total				72	
					Public Involvement Subtotal	296
					Hours Subject to QC	188
	Quality Assurance / Quality Control	LS	%	5%	9	
	PUBLIC INVOLVEMENT TOTAL HOURS				305	

ESTIMATED DIRECT EXPENSES

The Valerin Group, Inc.
Gateway Greenway Trail Phase II PD&E Study
June 5, 2026

Anticipated Direct Expenses	Unit	Cost	Total	Comments
Printing & mailing of property owner notifications	2	\$ 14,487.85	\$ 28,975.70	Printing, assembly, & mailing for one (1) kickoff notification and one (1) public meeting notification. Includes printing of notification (8.5" x 11" - full color - 2-sided), property owner addresses, tabs, postage, & mailout.
Printing (8.5" x 11" - full color - 2-sided)	500	\$ 0.62	\$ 310.00	Project fact sheet/agenda, comment cards, etc. for two (2) in-person public meetings
Print Production/Mounting of Display Boards - Color (24" x 36")	3	\$ 84.69	\$ 254.07	Printing/mounting of display boards for two (2) public meetings - 2 Welcome Boards (one for each meeting) and 1 Title VI Board. Prime will print all other boards.
Advertisements in Newspaper	1	\$ 475.12	\$ 475.12	Advertised once in the Bradenton Herald
Florida Administrative Register (FAR)	1	\$ 109.90	\$ 109.90	Published 7-10 days prior to the first public meeting
Facility Rental	2	\$ 500.00	\$ 1,000.00	Suitable ADA compliant facility for two (2) public meetings (includes audio/visual charge - if needed)
Directional Signage	6	\$ 32.25	\$ 193.50	Directional/wayfinding signage for public meetings
Notification Boards	30	\$ 77.40	\$ 2,322.00	Printing of outdoor notification boards (36" x 48") to be deployed near project corridor in advance of the public meetings
Total			\$ 33,640.29	
TOTAL			\$ 33,640.29	

ESTIMATE

Carrollwood Copy Center, LLC
11406 N Dale Mabry Hwy Ste 207,
FL

graphics@cccopies.com
+1 (813) 962-8770
www.cccopies.com



Bill to

Valerie Ciudad-Real
Valerin Group Inc. Valerie Ciudad-Real
13014 North Dale Mabry Hwy.
#820
Tampa, FL 33618

Estimate details

Estimate no.: 1226
Estimate date: 06/04/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Copies	Printed full color, double sided, 8.5 x 11 on 70#, imprint names and addresses from supplied data base. "Notification"	8850	\$0.58	\$5,133.00
2.		Bindery	Bi-fold	8850	\$0.03	\$265.50
3.		Mailer	Apply tabs all 4 sides	8850	\$0.10	\$885.00
4.		Mailer	Apply first class stamp	8850	\$0.05	\$442.50
5.		Postage	First class stamp-domestic	8850	\$0.78	\$6,903.00
6.		Coreplast	36 x 48 with 2 stakes, one side	1	\$72.00	\$72.00
7.		Project Name	Gateway Greenway Trail PD&E Study	1	\$0.00	\$0.00
Subtotal						\$13,701.00
Sales tax						\$509.85
Total						\$14,210.85

Price increase July
1: \$0.82 stamps.
+ \$354

New total:
\$14,487.45

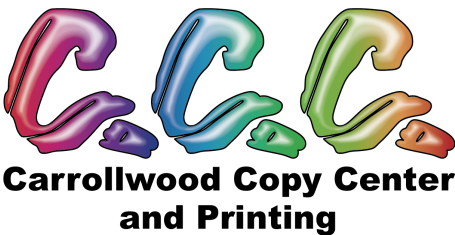
Accepted date

Accepted by

ESTIMATE

Carrollwood Copy Center, LLC
11406 N Dale Mabry Hwy Ste 207,
FL

graphics@cccopies.com
+1 (813) 962-8770
www.cccopies.com



Bill to
Valerie Ciudad-Real
Valerin Group Inc. Valerie Ciudad-Real
13014 North Dale Mabry Hwy.
#820
Tampa, FL 33618

Ship to
Valerie Ciudad-Real
Valerin Group Inc. Valerie Ciudad-Real
13014 North Dale Mabry Hwy.
#820
Tampa, FL 33618

Estimate details
Estimate no.: 1172
Estimate date: 07/23/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Copies	Printed full color, double sided 8.5 x 11 on 70#	1	\$0.58	\$0.58
2.		Project Name	Price quote 1	1	\$0.00	\$0.00
Subtotal						\$0.58
Sales tax						\$0.04
Total						\$0.62

Accepted date Accepted by

Subject: RE: 6 of 6 - RE: Price Quotes Needed (ARC)
Date: Wednesday, July 23, 2025 at 1:53:13 PM Eastern Daylight Time
From: Robin Fleischaker
To: Dakota Jade Muskat
CC: Catherine Winter, Tampa West Shore Production
Attachments: image001.png, image002.png, image003.png, image004.jpg, image005.png, image006.png, image007.png

CAUTION: This email originated from outside of Valerin.
Hi Dakota,

Please see below. I hope this is what you need. Let us know.

Price Quote #1: A full color, 2 sided 8.5" x 11" is \$1.50 per copy plus \$.11 tax for a total of \$1.61. This is for a standard print with a normal border.

- 8.5 x 11
- Double-Sided
- Full Color

Price Quote #2: One foamboard print at 24" x 36" would be \$78.78 per board, plus \$5.91 tax for a total of \$84.69.

- 24 x 36
- White Foam Board
- Single-Sided
- Full Color
- Full Bleed

Price Quote #3: One foamboard print at 36" x 48" would be \$157.56 per board, plus \$11.81 tax for a total of \$169.37.

- 36 x 48
- White Foam Board
- Single-Sided
- Full Color
- Full Bleed

Price Quote #4: For a 4' x 8' hinged foamboard the cost is \$435.16, plus \$32.64 tax for a total of \$467.80.

- 8' x 4' (Roll Plot) with Hinge
- White Foam Board
- Single-Sided
- Full Color
- Full Bleed

Price Quote #5: The cost for a single sided sign with H stake would be \$29.25, plus \$2.20 tax

for a total of \$31.45.

- 18 x 24
- Yard/Directional Signage
- Single-Sided
- Full Color
- Full Bleed

Price Quote #6: The cost for 150 copies including trim and fold would be \$640.00, plus \$48.01 tax for a total of \$688.01.

- 11 x 17 (Bifold)
- Double-Sided
- Full Color
- Full Bleed

Based on only 1 item for Price Quote 1 – 5, and 150 copies for price quote 6, the complete order total would be \$1,342.25 plus \$102.97 tax for a grand total of \$1,445.22. There could be variances to this quote if the files provided are not to print size, not set up for proper 2 sided printing, or for any graphic design work that may be needed to correct your files. Please let us know if you need anything else.

Thank you.

Robin Fleischaker
Billing Administrator

ARC
5005 W. Laurel St., Suite 102
Tampa, FL 33607
O (813) 286-8300
robin.fleischaker@e-arc.com
www.e-arc.com

-

- **MBE Company-Nationally Certified**



-

-

We strive for 5 stars! Please give us a GOOGLE review below.

[Customer Reviews - Printing Services – ARC](#)

From: Robin Fleischaker

Sent: Wednesday, July 23, 2025 12:29 PM

From: [The Legals Adportal](#)
To: [Catherine Winter](#)
Subject: Order modified confirmation IPL0201686
Date: Thursday, October 31, 2024 12:19:26 PM
Attachments: [IPL02016860.jpeg](#)
[IPL02016860-20241028170711.jpeg](#)

CAUTION: This email originated from outside of Valerin.

THANK YOU for your business.

This is your confirmation that your order has been changed. Below are the details of your transaction. Please save this confirmation for your records.

Job Details

Order Number: **IPL0201686**
External Number: **606985**
Classification: [Legals & Public Notices](#)
Package: [BRD - Legal Ads](#)
Order Cost: **\$475.12**
Referral Code: **Fort Hamer Public Hearing**
Payment Type: [Visa](#)

Schedule for ad number IPL02016860

Sun Nov 17, 2024
Bradenton Herald *All Zones*
Wed Nov 27, 2024
Bradenton Herald *All Zones*



Account Details

Valerie Ciudad-Real
13014 North Dale Mabry Highway #820
Tampa, FL 33618
813-751-0478
catherine@valerin-group.com
The Valerin Group, Inc.
Credit Card - Visa *****8276

FLORIDA DEPARTMENT OF STATE
Laurel M. Lee, Secretary of State
Administrative Code
The Gray Building - 500 S. Bronough Street, Tallahassee, FL 32399-0250

Billed to:
Other Agencies and Organizations
The Valerin Group, Inc
13014 N. Dale Mabry Highway #820
Tampa, FL 33618-0000
Attn: Valerie Ciudad-Real

Account: 1410

Invoice Date: 06/22/2021

Invoice Number: 107957

P.O. #	Publication in Florida Administrative Register	#units	\$each	Extension
1 V-030-17-01-TWO56	Vol/No: 47/109, June 7, 2021, Notice ID: 24574579	785	0.14	\$109.90

Invoice # must appear on all checks and correspondence. Please pay balance due: **\$109.90**
F.E.I.D. number: F 59-3466865 ***Net Due - 15 days - No Discount***

Two#54
pt w/Valerin Check# 2699 on 7-6-2021

Carrollwood Copy Center & Printing
 11406 N. Dale Mabry Hwy. Suite 207
 Tampa, FL 33618-3879
 Ph. 813-962-8770 Fax 813-962-3639
 www.cccopies.com jeff@cccopies.com

Estimate

Date	Estimate #
7/20/2022	375

Name / Address
Valerin Group Inc. Valerie Ciudad-Real 13014 North Dale Mabry Hwy. Tampa, FL 33618

P.O. No.	Terms	Due Date	MHA	Account #		
		7/20/2022				
Item	Description	Qty	Cost	Total		
sign	sign, printed full color double sided on coro, 18x24	1	30.00	30.00T		
				Subtotal	\$30.00	
				Sales Tax (7.5%)	\$2.25	
				Total	\$32.25	

Signature _____

EXHIBIT C, AFFIDAVIT OF NO CONFLICT

STATE OF Florida
COUNTY OF Hillsborough

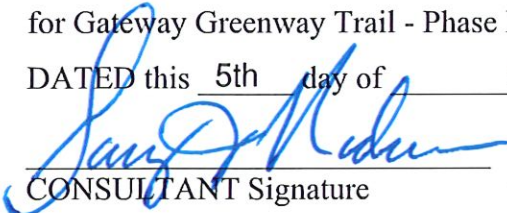
BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] _____
Gary J. Nadeau, as [INSERT TITLE] Sr. Vice President of
[INSERT CONSULTANT NAME] Kimley-Horn and Associates, Inc. (hereinafter
"CONSULTANT") with full authority to bind, who being first duly sworn, deposes and says that
CONSULTANT:

- (a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONSULTANT to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and
- (b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and
- (c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

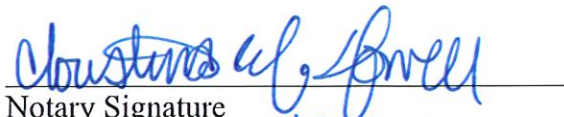
CONSULTANT makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. 26-R089754RB

for Gateway Greenway Trail - Phase II Project Development & Environment (PD&E) Study

DATED this 5th day of August, 2026.


CONSULTANT Signature

The foregoing instrument was sworn to and acknowledged before me this 5th day of _____
August, 2026, by [NAME] Gary J. Nadeau, as [TITLE] Sr. Vice President
_____ of [CONSULTANT] Kimley-Horn and Associates, Inc. He She is personally
known to me or has produced _____ [TYPE OF IDENTIFICATION]
as identification.


Notary Signature
Commission No. HH484110

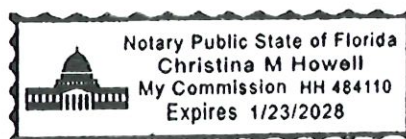
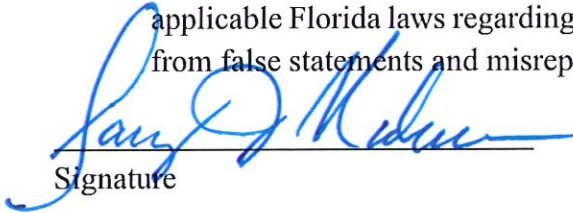


EXHIBIT D, ANTI-HUMAN TRAFFICKING AFFIDAVIT

(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared Gary J. Nadeau, who was sworn and says that the following information is true and correct:

- Kimley-Horn and
Associates, Inc.
1. My name is Gary J. Nadeau of Associates, Inc.. I have been authorized by the Company to provide and execute this affidavit.
 2. I am over eighteen years of age and the following information is given from my own personal knowledge.
 3. Company is a nongovernmental entity and I hereby attest that Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
 4. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.


Signature

STATE OF Florida
COUNTY OF Hillsborough

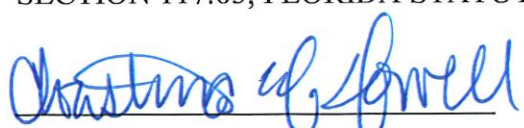
Sworn to (or affirmed) and subscribed before me by means of

- ☒ physical presence or
☐ online notarization

this 5th day of August, 2026, by Gary J. Nadeau, who

- ☒ is personally known to me or
☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]


Signature of Notary Public

My Commission Expires: 1/23/2028

(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

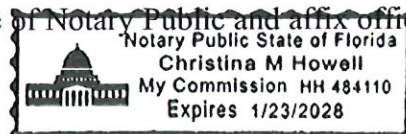


EXHIBIT E, INSURANCE AND BOND REQUIREMENTS

REQUIRED INSURANCES

The CONSULTANT will not commence work under the resulting Agreement until all insurance coverages indicated by an “X” herein have been obtained. The CONSULTANT shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

☒ Automobile Liability Insurance Required Limits

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- \$1,000,000 Combined Single Limit; OR
- \$500,000 Bodily Injury and \$500,000 Property Damage
- \$10,000 Personal Injury Protection (No Fault)
- \$500,000 Hired, Non-Owned Liability
- \$10,000 Medical Payments

This policy shall contain severability of interests’ provisions.

☒ Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name ‘Manatee County, a political subdivision of the State of Florida’ as an Additional Insured, and include limits not less than:

- \$1,000,000 Single Limit Per Occurrence
- \$2,000,000 Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$50,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

This policy shall contain severability of interests’ provisions.

☒ Employer’s Liability Insurance

Coverage limits of not less than:

- \$100,000 Each Accident
- \$500,000 Disease Each Employee
- \$500,000 Disease Policy Limit

☒ Worker's Compensation Insurance

☐ US Longshoremen & Harbor Workers Act

☐ Jones Act Coverage

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements. NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

☐ **Aircraft Liability Insurance Required Limits**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a 'smooth' limit.
- \$ General Aggregate.

☐ **Un-Manned Aircraft Liability Insurance (Drone)**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.
- \$ General Aggregate

☐ **Installation Floater Insurance**

When the contract or agreement **does not** include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- 100% of the completed value of such addition(s), building(s), or structure(s)

☒ **Professional Liability and/or Errors and Omissions (E&O) Liability Insurances**

Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- \$ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- \$ 2,000,000 General Aggregate

☐ **Builder's Risk Insurance**

When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than \$10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.

☐ **Cyber Liability Insurance**

Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Security Breach Liability
- \$ Security Breach Expense Each Occurrence
- \$ Security Breach Expense Aggregate
- \$ Replacement or Restoration of Electronic Data
- \$ Extortion Threats
- \$ Business Income and Extra Expense
- \$ Public Relations Expense

NOTE: Policy must not carry a self-insured retention/deductible greater than \$25,000.

☐ **Hazardous Materials Insurance (As Noted Below)**

Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract.

Limits must not be less than:

☐ ***Pollution Liability***

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

☐ ***Asbestos Liability (If handling within scope of Contract)***

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

☐ ***Disposal***

When applicable, CONSULTANT shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.
- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.

☐ **Hazardous Waste Transportation Insurance**

CONSULTANT shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, per accident.

☐ **Liquor Liability Insurance**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- \$1,000,000 Each Occurrence and Aggregate

☐ **Garage Keeper’s Liability Insurance**

Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and

include limits not less than:

- Property and asset coverage in the full replacement value of the lot or garage.

☐ **Bailee's Customer Liability Insurance**

Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the County asset(s) in the CONSULTANT'S care, custody and control.

☐ **Hull and Watercraft Liability Insurance**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- \$ Each Occurrence
- \$ General Aggregate
- \$ Fire Damage Liability
- \$10,000 Medical Expense, and
- \$ Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

☐ **Other [Specify]**

REQUIRED BONDS

☐ **Bid Bond**

A Bid Bond in the amount of \$ _____ or _____% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number. In lieu of the bond, the bidder may file an alternative form of security in the amount of \$ _____ or _____% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County. NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.

☐ **Payment and Performance Bond**

A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award. NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.

I. INSURANCE REQUIREMENTS

THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

Commercial General Liability and Automobile Liability Coverages

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the CONSULTANT, his agents, representatives, and employees; products and completed operations of the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the CONSULTANT shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The CONSULTANT'S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of CONSULTANT's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees and volunteers for losses arising from work performed by the CONSULTANT for the COUNTY.

II. General Insurance Provisions Applicable To All Policies:

- a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, CONSULTANT shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming

“Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.

- b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

In addition, when requested in writing from the COUNTY, CONSULTANT will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management Division
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205

- c. The project’s solicitation number and title shall be listed on each certificate.
- d. CONSULTANT shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies including solicitation number and title with all notices.
- e. CONSULTANT agrees that should at any time CONSULTANT fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
- f. The CONSULTANT waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- g. The CONSULTANT has sole responsibility for all insurance premiums and policy deductibles.
- h. It is the CONSULTANT'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. CONSULTANT shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or CONSULTANT shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
- i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review

the CONSULTANT's deductible or self-insured retention and to require that it be reduced or eliminated.

- j. CONSULTANT understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of CONSULTANT'S obligation to provide and maintain the insurance coverage specified.
- k. CONSULTANT understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.
- l. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

III. BONDING REQUIREMENTS

Bid Bond/Certified Check. By submitting a proposal, the CONSULTANT agrees should its proposal be accepted, **to execute the form of Agreement and present the same to COUNTY for approval within ten (10) calendar days after notice of intent to award.** The CONSULTANT further agrees that failure to execute and deliver said form of Agreement **within ten (10) calendar days** will result in damages to COUNTY and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed proposal in the amount of five (5%) percent of the total amount of the proposal. The CONSULTANT further agrees that in case the CONSULTANT fails to enter into an Agreement, as prescribed by COUNTY, the bid bond/certified check accompanying the proposal shall be forfeited to COUNTY as agreed liquidated damages. If COUNTY enters into an agreement with a CONSULTANT, or if COUNTY rejects any and/or all proposals, accompanying bond will be promptly returned.

Payment and Performance Bonds. Prior to commencing work, the CONSULTANT shall obtain, for the benefit of and directed to COUNTY, a Payment and Performance Bond satisfying the requirements of Florida Statutes § 255.05 covering the faithful performance by the CONSULTANT of its obligation under the Contract Documents, including but not limited to the construction of the project on the project site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the CONSULTANT to provide the Payment and Performance Bond shall be approved by COUNTY prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best's Key Guide, latest edition.

Failure to provide the required bonds on the prescribed form may result in CONSULTANT being deemed nonresponsive. Bonds must be in the form prescribed in Florida Statutes § 255.05 and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Florida Statutes § 255.05.

Bonds shall be in an amount equal to 100% of the contract price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to COUNTY. Surety shall be rated as "A-" or better by Best's Key Guide, latest edition. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to "Manatee County, a political subdivision of the State of Florida", **within ten (10) calendar days after issuance of notice of intent to award.**

In addition, pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencing work, the CONSULTANT shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon filing. Pursuant to Florida Statutes § 255.05(1)(b) COUNTY will make no payment to the CONSULTANT until the CONSULTANT has complied with this paragraph.

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with COUNTY. Said Payment and Performance Bonds will remain in force for the duration of this Agreement with the premiums paid by the CONSULTANT. Failure of the CONSULTANT to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. COUNTY may then contract with the next lowest, responsive and responsible CONSULTANT or re-advertise the RFP.

Failure of COUNTY at any time to require performance by the CONSULTANT of any provisions set out in the resulting Agreement will in no way affect the right of COUNTY, thereafter, to enforce those provisions.

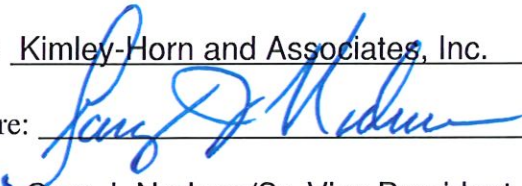
[Remainder of page intentionally left blank]

CONSULTANT'S INSURANCE STATEMENT

THE UNDERSIGNED has read and understands the aforementioned insurance and bond requirements of this Agreement and shall provide the insurance and bonds required by this section within ten (10) days from the date of notice of intent to award.

Date: August 5, 2026

Consultant's Name: Kimley-Horn and Associates, Inc.

Authorized Signature: 

Printed Name/Title: Gary J. Nadeau/Sr. Vice President

Insurance Agency: EDGEWOOD PARTNERS INC. CENTER/GREYLING

Agent Name: JERRY NOYOLA

Agent Phone: 710-220-7699

Surety Agency: _____

Surety Name: _____

Surety Phone: _____

Please return this completed and signed statement with your agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/31/2026

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 Edgewood Partners Ins Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: EPIC Construction & Design COI Team PHONE (A/C, No, Ext): 770-552-4225 E-MAIL ADDRESS: CnDCerts@epicbrokers.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : National Union Fire Ins Co of Pittsburg		19445
INSURER B : New Hampshire Insurance Company		23841
INSURER C : Lloyd's of London		85202
INSURER D : Columbia Casualty Company		31127
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 1506457477**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:			GL5268169	4/1/2026	4/1/2027	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA4489663 (AOS) CA2970071 (MA)	4/1/2026 4/1/2026	4/1/2027 4/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			8038116944	4/1/2026	4/1/2027	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC067961230 (AOS) WC013711885 (CA)	4/1/2026 4/1/2026	4/1/2027 4/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
C	Professional Liability			RLUSP26000552026	4/1/2026	4/1/2027	Per Claim Aggregate \$2,000,000 \$2,000,000

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

Re: Agreement #26-R089754RB; PROFESSIONAL SERVICES GATEWAY GREENWAY TRAIL - PHASE II PROJECT DEVELOPMENT & ENVIRONMENT (PD&E) STUDY. Manatee County, a political subdivision of the State of Florida are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Separation of Insureds applies to the General Liability Policy. Waiver of Subrogation is applicable where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

Manatee County, a Political
Subdivision of the State of Florida
9000 Town Center Parkway
Lakewood Ranch FL 34202

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

APPROVED in Open Session
9/1/2026
Manatee County Board of County
Commissioners



September 1, 2026 - Regular Meeting

Subject

Execution of Agreement No. 26-R089754RB for the Professional Services Gateway Greenway Trail – Phase II Project Development & Environment (PD&E) Study: Justin Rourk – Project Manager, District 1 & 2

Category

CONSENT AGENDA

Briefings

None

Contact and/or Presenter Information

Presenter: Justin Rourk – Project Manager, Public Works Department, Ext. 7338

Action Requested

Authorization for the Purchasing Official, or designee, to execute Agreement No. 26-R089754RB for the Professional Services Gateway Greenway Trail – Phase II Project Development & Environment (PD&E) Study with Kimley-Horn and Associates, Inc., in the not-to-exceed amount of \$586,051.00.

Enabling/Regulating Authority

Manatee County Code of Laws

Applicable Advisory Board

N/A

Background Discussion

On March 13, 2026, the County advertised a Request for Qualifications (RFQ) No. 26-R089754RB, Gateway Greenway Trail – Phase II Project Development & Environment (PD&E) Study. The objective of this Agreement is to develop a connected countywide system of trails that enhances the quality of life for its residents, promotes a healthy and active lifestyle, and provide safe, accessible non-motorized transportation options.

Proposals were received from four (4) responsive, responsible proposers: Kimley-Horn and Associates, Inc., Kisinger Campo and Associates, Metric Engineering, Inc., and Stantec Consulting Services, Inc. On May 6, 2026, the Evaluation Committee reviewed the proposals based on the criteria in the RFQ. On May 13, 2026, the Evaluation Committee conducted in person interviews. On May 15, 2026, the Evaluation Committee reconvened for the final discussion of the initial meeting and Interview.

The Agreement being presented to the Board of County Commissioners for approval is for the Gateway Greenway Trail – Phase II Project Development & Environment (PD&E) Study for a total not-to-exceed amount of \$586,051.00.

Attorney Review

Not Reviewed (Utilizes exact document or procedure approved within the last 24 months)

Instructions to Board Records

Original to Board Records.

Copies to: [emailed 9/1/2026](#)

Public Works: Justin Rourk (justin.rourk@mymanatee.org) and Carmen Mosley (carmen.mosley@mymanatee.org)

Procurement Division: Ryan Blackmer (ryan.blackmer@mymanatee.org)/(approvedeagendas@mymanatee.org)

Cost and Funds Source Account Number and Name

\$586,051.00 – 3036061161-531000 – Impact Fee's

Amount and Frequency of Recurring Costs

N/A