

FIRST AMENDMENT

This Amendment made and entered into this _____ day of _____, 2023, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and WSP USA, Inc., Tampa, FL hereinafter referred to as "Contractor," (individually referred to as "Party", collectively "Parties").

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on November 9, 2021, pursuant to Pinellas County Contract No. 21-0004-NC (hereinafter "Agreement") pursuant to which the Contractor agreed to provide professional engineering services pertaining to the construction of the proposed widening of Forest Lakes Boulevard Phase III from SR 580 to Tampa Road (SR 584) project for County; and

WHEREAS, Section 25 of the Agreement permits modification by mutual written agreement of the parties; and

WHEREAS, the County and the Contractor now wish to modify the Agreement in order to provide for professional engineering services pertaining to the proposed widening of Forest Lakes Boulevard Phase III from SR 580 to Tampa Road (SR 584) project, at the same prices, terms, and conditions;

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

1. The COUNTY agrees to increase the contract in the amount of One Million Ninety-Eight Thousand Nine Hundred Eighty-Three and 91/100 Dollars (\$1,098,983.91) for a new total not to exceed amount of \$1,557,947.62 to the CONSULTANT associated with design services for the Forest Lakes Boulevard Phase III widening project.
2. The Substantial Completion date established by the finalized development of the Preliminary Engineering Report (PER) Dated June 20, 2023 is extended 1,630 days to December 6, 2027.
3. Exhibit A – WSP USA Additional Scope of Services, and Exhibit B – Sub Consultant Florida Acquisition & Appraisal, Inc. are being added to the Scope of Services in this agreement.
4. Except as changed or modified herein, all provisions and conditions of the original Agreement and any amendments thereto shall remain in full force and effect.

Each Party to this Amendment represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Amendment; (ii) each person executing this Amendment on behalf of the Party is authorized to do so; (iii) this Amendment constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

IN WITNESS WHEREOF the Parties herein have executed this First Amendment as of the day and year first written above.

PINELLAS COUNTY, FLORIDA
by and through its
Board of County Commissioners

CONTRACTOR: **WSP USA, Inc.**

Chairman



Authorized Signature

ATTEST:
KEN BURKE

Robert Clifford

Printed Authorized Signature

SVP Fl. Transportation Lead

Title Authorized Signature

APPROVED AS TO FORM

By: *Miles Belknap*
Office of the County Attorney

Exhibit A

SCOPE OF SERVICES

**ENGINEERING CONSULTING SERVICES
Contract No. 21-0004-NC (SS)
(SUPPLEMENTAL CONSULTANT AGREEMENT)**

**Professional Engineering Services For
Forest Lakes Boulevard Phase III from SR 580 to SR 584 (Tampa Road)
County PID: 003914A**

Prepared For:

**Pinellas County
Public Works Transportation Engineering Section
14 S. Fort Harrison Avenue
Clearwater, Florida 33756**

Prepared By:

**WSP USA
5411 SkyCenter Drive Suite 650
Tampa, Florida 33607**

October 3, 2023

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SCOPE OF SERVICES FOR ENGINEERING CONSULTING SERVICES

This Exhibit forms an integral part of the agreement between Pinellas County (hereinafter referred to as the COUNTY) and WSP USA, Inc., (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

I. PROJECT TITLE

Professional Engineering Services for Forest Lakes Boulevard Phase III from SR 580 to SR 584 (Tampa Road).

II. OBJECTIVE

The overall objective of this proposal is to describe the scope of work and responsibilities of the CONSULTANT for Preliminary Engineering Report (PER) and performing other professional engineering work associated with the roadway widening of Forest Lakes Boulevard from SR 580 to SR 584 (Tampa Road).

III. PROJECT DESCRIPTION

The COUNTY proposes to improve approximately 0.65 miles of Forest Lakes Boulevard from SR 580 to north of Tampa Road from a 2-lane roadway to a 4-lane roadway as shown in **Exhibit C**. Forest Lakes Boulevard serves as a primary County numbered roadway (CR 667) that directly connects residents of Pinellas and Hillsborough Counties from SR 580 to SR 584 (Tampa Road) through the City of Oldsmar.

The CONSULTANT has been requested to prepare a scope of services/staff hours for the development of construction plans for Forest Lakes Boulevard from SR 580 to SR 584 (Tampa Road).

The preparation of final plans will be performed in coordination with COUNTY staff and CONSULTANT's internal design staff.

IV. SCOPE OF WORK

The County is seeking professional services of an engineering consultant to design; prepare plans; acquire permits; develop construction specifications; and provide engineering services for the widening of Forest Lakes Boulevard, from SR 580 to SR 584 (Tampa Road).

The purpose of this document is to describe the scope of work and the responsibilities of the CONSULTANT and the COUNTY in connection with the previously completed Preliminary Engineering Report (PER).

This Scope of Services establishes which items of work described in the Base CONSULTANT Agreement are specifically included in this Task Order and the responsibility of the CONSULTANT or the COUNTY.

Plans and design documents are to be prepared in accordance with applicable COUNTY guidelines and the

desires of the COUNTY has been made known to the CONSULTANT at the time this Task Order is issued.

This

includes the use of Civil 3D using the latest Pinellas County CADD kit.

Required Deliverables

- Final Plans will be submitted electronically and digitally signed and sealed by a Professional Engineer registered in the State of Florida.
- Technical specifications required for construction of the project.

TASK 1: GENERAL TASKS

Contract Maintenance – The CONSULTANT will provide contract maintenance and project documentation during the contract. Includes complete setup and maintenance of files, electronic folders, and documents, developing technical monthly progress reports, schedule updates, and compilation/submittal of project documentation.

Project Meetings – The CONSULTANT will attend fifteen (15) Bi-Monthly progress meetings (assumed 30-month schedule). As needed, the CONSULTANT will provide meeting minutes for review and approval to the COUNTY.

Specifications Package Preparation – The CONSULTANT will prepare applicable Technical Special Provisions if different from the County STANDARD specifications. The CONSULTANT should utilize the appropriate COUNTY approved pay item structure.

Joint Project Agreement (JPA) – Preparation of JPA Deliverables will be by OTHERS. The CONSULTANT will provide coordination and review documents required to ensure compatibility and will include JPA documents in the contract plans package.

Newsletter – The CONSULTANT shall update the postcard for the Preliminary Engineering Report.

Public Meetings – The COUNTY will lead Public Involvement efforts on this project. The CONSULTANT will provide support services for up to one (2) public meeting which includes the development of graphics, PowerPoint presentations, post cards, major stake holder meetings, and other pertinent data relevant to the project.

Other Agency Meetings – The CONSULTANT shall attend (3) major stakeholder meetings that include the City, FDOT and MPO.

Post Design Services – The CONSULTANT will provide services that include review and approval of RFIs, attending monthly meetings as needed, performing field visits, reviewing shop drawings, and providing design assistance.

Digital Delivery – The CONSULTANT will provide digital documents for each discipline that include roadway, drainage, traffic, Geotech, and structures.

Coordination – The CONSULTANT will coordinate with all relevant agencies, including but not limited to the following agencies:

- City of Oldsmar
- City of St. Petersburg
- Florida Department of Transportation (FDOT)
- CSX Railroad

- Forward Pinellas
- Southwest Florida Water Management District (SWFWMD)
- Pinellas Suncoast Transit Authority (PSTA)
- Pinellas County Sheriff School Crossing Guard Supervisor

TASK 2: ~~JOB~~ ROADWAY ANALYSIS

The CONSULTANT shall prepare, document, design, and analyze roadway plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

Typical Section Package – The CONSULTANT shall provide an approved Typical Section Package prior to the first plans submittal.

Cross Slope Correction - To be completed under the previous PER Phase.

Pavement Design Package – To be completed under the previous PER Phase.

Horizontal/Vertical Master Design Files – The CONSULTANT shall design the geometrics using the Standard Plans that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, existing vegetation to be preserved, pedestrian and bicycle concerns, ADA requirements, access management, PD&E documents, and scope of work. The CONSULTANT shall also develop utility conflict information to be provided to the project Utility Coordinator in the format requested by the COUNTY.

Access Management – The CONSULTANT shall design (2) driveways and median access for driveways within the project limits.

Cross Section Design Files – The CONSULTANT shall establish and develop cross section design files in accordance with the County CADD manual.

Temporary Traffic Control (TTCP) Analysis – The CONSULTANT shall design a safe and effective Temporary Traffic Control Plan (TTCP) to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of the roadways' ingress and egress to existing property owners and businesses, routing, signing and pavement markings, detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, transit agency features (bus stops, etc.), and traffic monitoring sites. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must always be maintained (the CONSULTANT may need to provide a temporary drainage design). The design shall include construction phasing of roadways to accommodate the construction or relocation of utilities when the contract includes Joint Project Agreements (JPAs) or Utility Work by Highway Contractor (UWHC).

In the analysis, the CONSULTANT shall investigate the need for temporary traffic signals (including temporary timings), temporary signal detection, temporary lighting, detours, diversions, lane shifts, and the use of materials such as sheet piling. The TTCP shall be prepared by a certified designer who has completed training as required by the Florida Department of Transportation.

Every effort shall be made to maintain signal detection throughout the life of the construction. The type of detection and the location shall be included in the TTCP.

The CONSULTANT shall consider the local impact of any lane closures or alternate routes. When the need to close a road is identified during this analysis, the CONSULTANT shall notify the COUNTY's Project Manager as soon as possible. Proposed road closings must be reviewed and approved by the COUNTY. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider shall include emergency vehicle response time, local events, holidays, peak seasons, detour route deterioration, transit agency routes and features, and other eventualities. The CONSULTANT shall be responsible for obtaining the local authorities' permission for use of detour routes not on COUNTY roadways. Affected transit agencies shall be notified in advance about bus route lane closures and detours via the COUNTY.

Master TTCP Design Files – The CONSULTANT shall develop master Temporary Traffic Control Plan (TTCP) files showing each phase of the TTCP, including all work necessary for designing lane configurations, diversions, lane shifts, signing and pavement markings, temporary traffic control devices and temporary pedestrian travel ways.

Design Exceptions – The CONSULTANT shall prepare the documentation necessary to gain COUNTY approval of all appropriate Design Exceptions before the first plans submittal.

Design Report – The CONSULTANT shall prepare all applicable report(s) documenting the design criteria, design decisions, etc.

Cost Estimate: A cost estimate will be prepared at 60%, 100%, and Final phase submittals using available historic construction unit costs.

Other Roadway Analysis (Right of Way): The CONSULTANT shall provide up to thirteen (13) right of exhibits to help support the COUNTY in right-of-way acquisition. The COUNTY will be responsible for leading the right of way acquisition including any appraisals coordination with property owners, expert witness, etc.

Tree Disposition Analysis: The CONSULTANT shall provide a tree disposition plan that shall include which trees will be impacted by the selected alignment corridor, A table that depicts the inches of trees to be removed, the trees to be relocated and the relocation recommendations. (see Madrid scope)

Roadway Field Review: The CONSULTANT will conduct one (1) site review prior to 60% plans and one (1) additional site review as needed.

Roadway Non-Technical: The CONSULTANT shall attend meetings relating to the roadway analysis design. The CONSULTANT shall perform QA/QC services to ensure quality standards are adhered to and supervision and coordination is provided throughout the life of the project.

TASK 3: ROADWAY PLANS

The CONSULTANT will prepare all required roadway construction plans within the project limits. Plans anticipated to be reviewed, updated, and modified are:

- Key Sheet
- Summary of Pay Items
- Summary of Quantities
- Typical Section(s) and Typical Section Details
- General Notes/Pay Item Notes
- Project Layout

- Plan (40 scale)
- Profile
- Special Profiles
- Intersection Layout Details
- Special Details
- Roadway Soil Survey
- Cross Sections
- Driveway Half Sections
- Temporary Traffic Control Plan Sheets
- Temporary Traffic Control Cross Section Sheets
- Temporary Traffic Control Detail Sheets
- Utility Adjustment Sheets
- Tree Disposition Sheets
- Project Control Sheets (Provided by County)
- Utility Verification Sheets (SUE Data)
- QA/QC
- Supervision

TASK 4: DRAINAGE ANALYSIS

The CONSULTANT will analyze and document the drainage design in accordance with all the latest applicable manuals, guidelines, Pinellas County Standard Details, handbooks, procedures, and technical specifications. Applicable standards, manuals and handbooks for this project are shown below.

- FDOT Drainage Manual (January 2023)
- FDOT Erosion and Sediment Control Manual (July 2013)
- FDOT Drainage Design Guide (October 2022)
- FDOT Stormwater Quality Applicants Handbook (March 2010)
- FDOT Standard Plans for Road and Bridge Construction (FY 2023-24)
- Pinellas County Standard Details (July 2018)
- Pinellas County Code (June 2019)
- Pinellas County Land Development Code (February 2023)
- Pinellas County Stormwater Manual (November 2021)
- Pinellas County Standard Technical Specifications for Roadway and General Construction (July 2019)
- SWFWMD Permit Applicant’s Handbook Volume I (October 2013)
- SWFWMD Permit Applicant’s Handbook Volume II (July 2013)

The CONSULTANT will be responsible for developing the design and construction plans of the proposed stormwater management system associated with the approved roadway typical section (Alternative 2). All design work shall comply with the requirements of the appropriate regulatory agencies and the County’s Stormwater Manual. The work will include the engineering analysis for all the following:

- Updates to post-condition working drainage basin maps used in defining the system hydrology. Includes coordination needed to convey drainage hydrologic features onto construction drainage maps.
- Design roadway ditch conveyance and outfall ditches.
- Design stormwater management facilities (SMF) to meet requirements for stormwater quality treatment

and attenuation as may be determined by environmental agencies or Pinellas County. Includes developing proposed SMF layout, perform routing, pollutant/nutrient loading calculations, recovery calculations, and design of outlet control structure (including erosion protection at outfall(s)).

- Determination of floodplain encroachments and design of floodplain compensation site(s) (FPC). Includes developing proposed FPC layout.
- Design of roadway stormwater collection system. Includes delineation of contributing drainage areas, determine runoff, inlet locations, and spread. Calculate hydraulic losses (friction, utility conflict and, if necessary, minor losses). Includes determination of tailwater conditions.
- Develop drainage design documentation to include all documentation for all drainage design tasks, including coordination (meeting minutes/decisions) and field photographs.
- Evaluate temporary drainage analysis during all construction phases.
- Summarize drainage quantities and associated pay items.
- Analysis and design of Erosion Control Plan (includes creating design file).

Cost Estimate: A cost estimate will be prepared at 60%, 100%, and Final phase submittals using available historic construction unit costs.

Drainage Field Review: The CONSULTANT will conduct one (1) site review prior to 60% plans and one (1) additional site review as needed.

Non-Technical: The CONSULTANT shall attend meetings relating to the drainage analysis design. The CONSULTANT shall perform QA/QC services to ensure quality standards are adhered to and supervision and coordination is provided throughout the project's life.

TASK 5: ~~OBJ~~ DRAINAGE PLANS

The CONSULTANT will prepare all required drainage construction plan sheets, notes and details associated with the project. The plans will include the following sheets necessary to convey the intent and scope of the drainage design for the purposes of construction.

- Drainage Map
- Summary of Drainage Structures
- Drainage Structures.
- Ditch Plan/Profile & Cross Sections
- Retention/Detention/Floodplain Compensation Ponds (includes Control Structure details)
- Drainage Details (Green Infrastructure, Intersection Grading Details)
- Erosion Control Plan
- SWPPP
- Quality Assurance/Quality Control
- Supervision

TASK 6: ~~OBJ~~ UTILITY COORDINATION SUPPORT

The COUNTY is responsible for coordinating its design work with public and private Utility Agency/Organization having existing and/or planned facilities within the project's limits.

The COUNTY must provide the UAOs project plans and/or Civil 3D files at the 60% and 100% complete design phases, as drafted by the CONSULTANT. In the event the project files are larger than UAOs email servers allow (generally 10MB), the CONSULTANT should be responsible for electronic plan and/or Civil

3D file transfer as directed by the COUNTY. At the 15% L&G phase, UAOs will be sent plans and instructed to provide green lines back to the County. This submittal will be used to ensure that all existing utility infrastructure was gathered. During the 60% complete design phase, the UAOs will be instructed to return a set of plans to the COUNTY showing their utility relocations/adjustments, new facility designs, existing utility facilities to remain and utility facilities to be removed. The COUNTY's and CONSULTANT's utility coordination responsibilities will continue throughout the design process to assist with resolving potential utility conflicts.

Utility Adjustment Plans - The CONSULTANT must prepare utility adjustment sheets as part of the project plan set to show existing public and private utility facilities remain in place, new utility facilities to be constructed and utility facilities to be removed. Utility adjustment plans must be prepared on reproducible copies of the plan and profile sheets, cross section sheets, drainage structure sheets and signalization plan if applicable. The CONSULTANT is to identify all potential utility conflicts or constructability issues (i.e., OSHA clearance issues with equipment relating to overhead power lines) based on the data provided within the Survey, horizontal and vertical field investigations and information provided by the UAOs. Any Quality Level D utility information received from UAOs should not be incorporated into the plans but will be used for additional Survey or SUE investigation. A conflict matrix itemizing utility conflicts by UAO must be prepared by the CONSULTANT and submitted to the COUNTY. The COUNTY must distribute to UAOs. Four weeks on average should be allowed for each UAO to respond with appropriate resolution. The CONSULTANT must coordinate with the COUNTY and UAOs to determine areas of apparent conflict or constructability concerns and request Subsurface Utility Engineering activities (Conflict Resolution) to confirm whether a conflict exists and to what degree. The 100% design review submittal must include final utility adjustment plans that reflect the final disposition of all public and private utilities. Any subsequent utility conflicts are to be resolved and all final design revisions complete at the final design submittal.

Utility Coordination Meetings - The CONSULTANT must attend utility coordination meetings to be held after the 60% design submittal and prior to the 100% final design submittal. The meetings will be held an average of 30-45 after notification to utility agencies. The COUNTY will be responsible for organizing these meetings. The COUNTY will prepare formal correspondence issuing project plans and/or Civil 3D files as outlined above. The COUNTY should moderate the meeting. The CONSULTANT should discuss the project design (roadway, sidewalk, drainage, etc.) emphasizing potential utility conflicts and constructability concerns. The CONSULTANT must prepare detailed minutes and distribute to all attendees. Representation at the meeting should consist of internal County stakeholders, Consultant engineering staff and UAOs with facilities located and/or planned within the project limits.

Final agreements with Utilities (Final Plans) - The COUNTY will transmit the necessary legal drafts and documents to each UAO as required.

Review and Acceptance – The CONSULTANT should be responsible for making all necessary reviews and acceptance of utility related materials including but not limited to, Utility Right of Way Permitting, Joint Project Agreement Plans, Utility Work Schedules, and technical specifications.

Certification for FDOT LAP Agreement Projects - The COUNTY will certify the following:

All utility negotiations (full exception of each agreement, technical special provisions, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule.

OR

An on-site inspection was made, and no utility relocation work should be involved.

OR

Plans were sent to the UAOs, and no relocations/adjustments are required.

TASK 7: ~~OBJ~~ PERMITTING

The CONSULTANT must prepare permit applications, technical data and supporting documentation for all permits to be submitted by the COUNTY. The CONSULTANT must acquire all state and federal permits for the proposed project. Upon completion of the 60% design phase, the CONSULTANT must contact the COUNTY Permit Coordinator to schedule pre-application meetings with applicable permitting agencies to identify specific permitting requirements for the project. The CONSULTANT must attend all pre-application meetings with COUNTY staff. The CONSULTANT must provide a pre-application meeting agenda to the COUNTY for review two business days prior to each meeting and must provide written minutes of each meeting within seven business days of the meeting for COUNTY approval prior to distribution to attendees.

The CONSULTANT must visit the project site with the COUNTY and respective regulatory agencies, as necessary, to determine the applicability of permits. Wetland delineations shall be determined and staked prior to the field meeting.

The CONSULTANT must prepare application forms, narratives, calculations, exhibits, permit drawings, etc. necessary for all permit application submittals. The CONSULTANT must submit the completed draft permit applications to the COUNTY for review and signature after receiving and incorporating comments from the 60% design QC review, unless agreed upon otherwise by the COUNTY.

The CONSULTANT must coordinate with the COUNTY Permit Coordinator until all permits are obtained.

The CONSULTANT must prepare responses to all agency requests for more information (RAI), including completion of design revisions required to secure any required permits, and provide draft response packages to COUNTY Permit Coordinator. The CONSULTANT must coordinate with the COUNTY Permit Coordinator to meet with the regulatory agencies as necessary to resolve permitting issues.

In addition to required Environmental Permits, permits for CSX Railroad, FDOT Drainage Connection, and FDOT Access Connection are anticipated.

TASK 8: ~~OBJ~~ STRUCTURES

The CONSULTANT will analyze and design up to eight (8) mast arms at the signals of SR 580 and Tampa Road. This will include Mast Arms Data Table Data Plan Sheets and any Mast Arm Special Detail Plan Sheets. Design for any retaining wall will be included as Optional Services.

Structures Non-Technical: The CONSULTANT shall provide (2) site visits and attend meetings relating to the structure analysis design. The CONSULTANT shall perform QA/QC services to ensure quality standards are adhered to and supervision and coordination is provided throughout the project's life.

TASK 9: ~~OBJ~~ SIGNING AND PAVEMENT MARKING ANALYSIS

The consultant shall analyze and document Signing and Pavement Markings Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

Traffic Data Analysis: The CONSULTANT shall review the approved preliminary engineering report, typical section package, traffic technical memorandum and proposed geometric design alignment to identify

proposed sign placements and roadway markings and perform queue analysis.

Signing and Pavement Marking Master Design File: The CONSULTANT shall prepare the Signing & Marking Design file to include all necessary design elements and all associated reference files.

Multi-Post Sign Support Calculations: The CONSULTANT shall provide calculation for seven potential new signs for seven approaches and provide cross sections.

Sign Panel Design Analysis: Establish sign layout, letter size and series for non-standard signs.

S&PM Quantities: The CONSULTANT shall determine signing and pavement marking pay items and quantities and the supporting documentation.

Cost Estimate: A cost estimate will be prepared at 60%, 100% and Final phase submittals using the tabulation of quantities and available historic construction unit costs.

Field Reviews: The CONSULTANT will conduct field reviews to assess the existing signing conditions and inventory the sign types and sizes.

Non-Technical: The CONSULTANT shall attend meetings relating to the signing pavement marking analysis design. The CONSULTANT shall perform QA/QC services to ensure quality standards are adhered to and supervision and coordination is provided throughout the project's life.

TASK 10: ~~06~~SIGNING AND PAVEMENT MARKING PLANS

The CONSULTANT shall prepare a set of Signing and Pavement Marking Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums that include the following.

- Key sheet
- Tabulation of Quantities
- General Notes/Pay Item Notes
- Project Layout
- Plan Sheets
- Special Details (Advance Street Name Signs)
- Guide Sign Data
- Cross Sections (Multi-Column)
- Quality Assurance/Quality Control
- Supervision

TASK 11: ~~06~~SIGNALIZATION ANALYSIS

The CONSULTANT shall analyze and document Signalization Analysis Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

Traffic Data Collection: The CONSULTANT shall provide intersection crash reports.

Traffic Data Analysis: The CONSULTANT shall analyze (2) intersections.

System Timings: The CONSULTANT shall set system timings for (2) intersections SR 580 and SR 584 and set pre-emption timings for RR.

Reference and Master Signalization Design File: The CONSULTANT shall prepare the Signalization Design file to include all necessary design elements and all associated reference files. Below are the signalized intersections and anticipated design requirements:

- State Street W (SR 580) at Forest Lakes Boulevard
 - Replace the existing diagonal span wire signal with a new mast arm signal. Assume two single-arm structures and one dual-arm structure.
- Tampa Road (SR 584) at Forest Lakes Boulevard
 - Replace the existing mast arm signal with a new four-pole mast arm signal.

Reference and Master Interconnect Communication Design File: The CONSULTANT shall prepare the Interconnect Communication Design file to include all necessary design elements and all associated reference files. The signals shall be connected to the existing fiber along SR 580 and SR 584, respectively.

Overhead Street Name Sign Design: The CONSULTANT shall design Signal Mounted Overhead Street Name signs.

Pole Elevation Analysis: The CONSULTANT shall determine proposed elevations for the top of foundations, critical road elevations, and proposed mounting heights for each structure.

Traffic Signal Operation Report: The CONSULTANT shall provide systems timings technical memo.

Signalization Quantities: The CONSULTANT shall determine signalization pay items and quantities and the supporting documentation.

Cost Estimate: A cost estimate will be prepared at 60%, 100% and Final phase submittals using the tabulation of quantities and available historic construction unit costs.

Field Reviews: The CONSULTANT shall collect information from the maintaining agencies and conduct a field review. The data will be used to develop the design for the complete signal rebuild. The review should include, but is not limited to, the following:

- Existing Signal and Pedestrian Phasing
- Controller Make, Model, Capabilities and Programmed Parameters
- Detection Configuration
- Interconnect Media
- Controller Timing Data

Non-Technical: The CONSULTANT shall attend meetings relating to the signing signal design analysis. The CONSULTANT shall perform QA/QC services to ensure quality standards are adhered to and supervision and coordination is provided throughout the project's life.

TASK 12: ~~OBJECTIVE~~ SIGNALIZATION PLANS

The CONSULTANT shall prepare a set of Signalization and Lighting Plans that includes any lighting in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums, which includes the following:

- Key sheet and Signature Sheet
- Tabulation of Quantities
- General Notes/Pay Item Notes
- Lighting Pole Data, Legend & Criteria

- Plan Sheets
- Interconnect Plan Sheets
- Mast Arm Tabulation
- Standard Mast Arm Assemblies Data Table
- Guide Sign Data
- Splicing Diagrams
- Lighting Special Details
- TTCP Signal Plans
- Temporary Detection Sheets

TASK 13: LIGHTING ANALYSIS

The CONSULTANT shall analyze and document Lighting Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

Lighting Design Analysis Report (LDAR): The CONSULTANT shall prepare a Preliminary Lighting Design Analysis Report in accordance with the requirements of the FDOT Design Manual. The report shall be submitted under a separate cover with the 60% (Phase II) plans submittal. After approval of the preliminary report, the CONSULTANT shall submit a revised report for each submittal.

Voltage Drop Calculations: The CONSULTANT shall submit voltage drop calculations showing the equation or equations used along with the number of luminaries per circuit, the length of each circuit, the size conductor or conductors used and their ohm resistance values. The voltage drop incurred on each circuit (total volts and percentage of drop) shall be calculated, and all work necessary to calculate the voltage drop values for each circuit should be presented in such a manner as to be duplicated by the County. The Voltage Drop Calculations shall be submitted as part of the Lighting Design Analysis Report.

Reference and Master Design Files: The CONSULTANT shall prepare the Lighting Design file to include all necessary design elements and all associated reference files. The following locations and design considerations are anticipated:

- State Street W (SR 580) at Forest Lakes Boulevard
 - Intersection lighting with New or Reconstruction criteria
- Tampa Road (SR 584) at Forest Lakes Boulevard
 - Intersection lighting with New or Reconstruction criteria
- Mid-block Crosswalks (2)
 - Vertical illumination for mid-block crosswalks

Design Documentation: The CONSULTANT shall provide power design for lighting.

Lighting Quantities: The CONSULTANT shall determine lighting pay items and quantities and the supporting documentation.

Cost Estimate: A cost estimate will be prepared at 60%, 100%, and Final phase submittals using the tabulation of quantities and available historic construction unit costs.

Field Reviews: The CONSULTANT shall collect information from the maintaining agencies and conduct a field review. The review should include, but is not limited to, the following:

- Existing Lighting Equipment
- Load Center, Capabilities and Condition/Age
- Condition of Lighting Structure(s)
- Verification of horizontal clearances

- Verification of breakaway requirements

Non-Technical: The CONSULTANT shall attend meetings relating to the lighting analysis. The CONSULTANT shall perform QA/QC services to ensure quality standards are adhered to and supervision and coordination is provided throughout the project's life.

TASK 14: ~~OBJ~~ GEOTECHNICAL

The CONSULTANT shall provide a geotechnical study to obtain information necessary for the project. The geotechnical study shall provide all information necessary for the CONSULTANT to determine the suitability of soils for drainage structures, existing groundwater levels and estimation of seasonal high groundwater table, borings and permeability testing at proposed storm water pond locations, foundation design for mast arms at SR 580 and SR 584 (Tampa Road), and be in accordance with FDOT and COUNTY standards, or as otherwise directed. 2 LBR tests shall be performed on the north and south side of Florida Ave. intersection to determine the resilient modulus.

The CONSULTANT shall apply for a permit from the COUNTY prior to performing pavement cores and other work within the right of way. The permit application shall include the investigation plan and proposed boring locations and depths.

All laboratory testing and classification will be performed in accordance with applicable DEPARTMENT standards, ASTM Standards or AASHTO Standards.

The CONSULTANT shall stake boring locations and obtain utility clearances prior to any boring.

The CONSULTANT shall coordinate and develop a Temporary Traffic Control Plan. All work zone traffic control will be performed in accordance with the FDOT'S Standard Plans Index 102 series.

The CONSULTANT shall provide a geotechnical report with information regarding data collection and findings. Report shall include, but not be limited to, geotechnical recommendations regarding the existing and proposed pavement structure, mast arm foundations and any special considerations related to the foundations and installation methods, and any special considerations that may be necessary for proposed drainage and drainage structures.

TASK 15: ~~OBJ~~ CONTINGENCY SERVICES

(See Contract Agreement)

TASK 16: ~~OBJ~~ OPTIONAL SERVICES

Signalization Analysis:

Technical special provisions (TSP) modified special provisions (MSP), or proprietary product certification packages will be prepared to support procurement of equipment compatible with the County's current systems. Up to two (2) TSPs or MSPs and three (3) proprietary product certification packages are included.

Environmental Services:

The CONSULTANT will provide Level II assessment services. If contamination is identified within the limits of construction, the CONSULTANT shall coordinate with the COUNTY to properly mark identified contamination areas in the plans and develop specifications as appropriate.

The CONSULTANT shall install up to five soil borings for field soil screening and laboratory analysis.

Install up to five monitor wells and collect up to five groundwater samples for laboratory analysis. Prepare a Level II Environmental Site Analysis report.

V. COMPENSATION

TASK 1	GENERAL TASKS (WSP)	\$123,780	Lump Sum
TASK 2	ROADWAY ANALYSIS (WSP)	\$234,106	Lump Sum
TASK 2	ROADWAY ANALYSIS (FLAA)	\$25,000	Lump Sum
TASK 2	ROADWAY ANALYSIS (MADRID)	\$28,463	Lump Sum
TASK 3	ROADWAY PLANS (WSP)	\$109,557	Lump Sum
TASK 4	DRAINAGE ANALYSIS (WSP)	\$127,917	Lump Sum
TASK 5	DRAINAGE PLANS (WSP)	\$48,792	Lump Sum
TASK 6	UTILITY COORDINATION SUPPORT (WSP)	\$28,256	Lump Sum
TASK 7	PERMITS (WSP)	\$24,467	Lump Sum
TASK 7	PERMITS (EARTH RESOURCES)	\$21,517.35	Lump Sum
TASK 8	STRUCTURES (WSP)	\$42,078	Lump Sum
TASK 9	SIGNING AND PAVEMENT MARKINGS ANALYSIS (D2I)	\$42,044	Lump Sum
TASK 10	SIGNING AND PAVEMENT MARKINGS PLANS (D2I)	\$13,508	Lump Sum
TASK 11	SIGNALIZATION ANALYSIS (D2I)	\$42,626	Lump Sum
TASK 12	SIGNALIZATION PLANS (D2I)	\$25,785	Lump Sum
TASK 13	LIGHTING ANALYSIS (D2I)	\$19,421	Lump Sum
TASK 14	GEOTECHNICAL (MADRID)	\$41,642.56	Lump Sum
TASK 15	CONTINGENCY SERVICES	\$50,000	Lump Sum
TOTAL LUMP SUM FEE		\$1,048,959.91	
TASK 16	OPTIONAL SERVICES (WSP)	\$30,857.00	Not to exceed
	OPTIONAL SERVICES (MADRID)	\$19,167.00	Not to exceed
TOTAL FEE		\$1,098,983.91	

VI. SCHEDULE

The CONSULTANT should provide a Microsoft Project Schedule with updates to be included with each monthly invoice submittal.

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

PROJECT SCHEDULE

<u>Milestone</u>	<u>Due Date After receiving the NTP & Survey</u>
60% Plans	180 Calendar Days
100% Plans	540 Calendar Days
Final Plans Submittal	720 Calendar Days
Post Design / Construction Services	1,620 Calendar Days

The COUNTY design review period is twenty-one calendar days from the date of each milestone submittal. Any other delays beyond CONSULTANT'S control should be documented in writing by the CONSULTANT and submitted to the COUNTY for consideration to grant a schedule time extension. The requirements for each design review should be as specified in the COUNTY'S "Checklists for Design Review Submittals". The CONSULTANT will continue its design work during the review periods. The CONSULTANT should respond to the COUNTY'S design review comments in writing and by making corresponding revisions to the design. Written responses and design revisions are to be included with the next design review submittal. The CONSULTANT will respond to regulatory agencies review comments in the same manner. Design revisions are to be completed by CONSULTANT at no additional time and/or cost unless the revisions result from the COUNTY making changes to the horizontal or vertical alignment or other changes or similar impact to the project design. In such cases, the COUNTY will evaluate the CONSULTANT'S request for additional time and/or compensation. The COUNTY may require CONSULTANT to make Design revisions and resubmit documents at the same phase of completion if it is found that the Design does not meet the requirements of the "Checklist for Review Submittals". No additional time will be allotted to the CONSULTANT'S schedule if a resubmittal is required.

VII. INVOICES & PROGRESS REPORTS

Invoicing must take place monthly and will include a progress report summarizing the work completed during the invoice period and a schedule update. The CONSULTANT must pre-submit invoices to the Project Manager prior to an official monthly submittal. The final invoice will be marked "FINAL" on the invoice and be accompanied by a letter from the CONSULTANT stating that this is the Final Invoice and that compensation for tasks completed, as described in the Scope of Services Agreement, is now concluded.

Exhibit B - Sub Consultant Florida Acquisition & Appraisal, Inc Additional Scope of Services



September 11, 2023

Daniel Carnley, P.E.
WSP, Inc.
Daniel.Carnley@wsp.com

**RE: Pinellas County's Forest Lakes Blvd Widening, Phase III
Revised Proposal for Right of Way Cost Estimating**

Dear Danny,

We have incorporated an expanded Scope of Services for inclusion in Florida Acquisition & Appraisal, Inc. (FLAA)'s proposal for right of way cost estimating services. FLAA shall provide the necessary expertise and staff needed to prepare a Preliminary Design and Engineering level Right of Way Cost Estimate in support of Pinellas County's Forest Lakes Boulevard Widening, Phase III Project. The fee proposal is attached as originally submitted.

SCOPE OF SERVICES

Acquisition

Conduct estimates of market value of all real estate interests to be acquired as part of the preliminary design of the alternative identified as 'Alternative 2 with Rain Gardens' and preparing a written right of way cost estimate/report and updates.

Appraisal

Reporting will be accomplished via a Right of Way Cost Estimate form typical for the industry.

Relocation

Cost Estimating

Consultant shall research recent comparable sales, current listings and/or valuation data necessary to support an estimate of right of way land, severance damages and/or cost to cure costs and shall further take into consideration, estimate, and report all other right of way acquisition costs by general and customary factors, multipliers historical data and generally accepted practices. *Those costs to be reported include:*

Property Management

Lawsuit Preparation

◆ **Land, Improvements & Severance Damages/Cost to Cure:** The value of land, improvements, severance damages and cost to cure, including ponds/mitigation, temporary and permanent easements and all other land rights necessary to be acquired as part of the design.

◆ **Settlements and/or Final Judgments:** Costs to be paid for land, improvements, and damages, etc. that exceed the offer of just compensation through condemnation trial.

◆ **Business Damages:** Estimate of the loss of income to "qualified businesses" as a result of partial taking.

◆ **County/Condemnor Fees & Costs:** Fees and costs to incurred by Hillsborough County include, but are not limited to, appraisal and appraisal review fees through trial, specialty appraisals, engineer/land planning and expert witness fees/costs, business damage CPA fees through trial, litigation, mediation, court reporting fees, demolition, and any other miscellaneous contract fees and costs. Relocation Costs and Outdoor Advertising Signs (ODA) if applicable.

◆ **Owner/Condemnee Fees & Costs:** Fees and costs incurred by the property owner to include, but are not limited to, the condemnee's attorney fees, appraisal through trial, specialty appraisals, engineer/land planning and expert witness fees/costs, business damage CPA fees through trial, litigation, mediation and any other reasonable condemnation costs incurred and generally paid.

T (855) 777-3522
P (813) 241-6354
F (813) 864-0099

PO Box 89007
Tampa, FL 33689

410 S. Ware Blvd.
Suite 700
Tampa, FL 33619

www.flaa.com

Consultant is required to conduct field inspection(s) of the project/parcels. The field inspection(s) will provide an opportunity to verify the accuracy of the maps/plans and the comparability of sales data. It also allows the Consultant the opportunity to adequately identify severance damages, cost to cure, site improvement and business damage estimation. Field inspection(s) also allow an opportunity for the Consultant to collect data from sources in and near the project area.

If during the field inspection(s) Consultant discovers any issues that impact costs, such as super elevations, limited access, grade separations, barrier walls, etc., these matters must be addressed in the estimate.

In their valuation, Consultant shall consider and/or exercise appropriate due diligence concerning market factor and influence research such as zoning, eminent domain ordinances, comprehensive land use implications, property non-conformance codes, ODA sign ordinances. Consultant shall also refer to valuation cost manuals and sources for valuing costs to cure and acquired and/or impacted site and building improvements.

Consultant shall provide all essential supporting documentation that was used in the value analysis along with the cost estimate. This includes, but is not limited to, sales data, listings, cost service information, interviews, and any other data used as the basis and support for the values.

Consultant must attend meetings, field reviews and provide input to team as necessary to support the completion of the estimate.

Sincerely,

FLORIDA ACQUISITION & APPRAISAL, INC.

Jack Curatelli

Jack Curatelli, SR/WA
President

Encl. (2)
FLAA Fee Proposal w/ Roll Plot
Pinellas County Condemnation Relief Ordinance

Cc: Quinton McDaniel (WSP)
David Montalvo (FLAA)
Adam Raad, RWA (FLAA)



FLAA STAFFHOUR WORKSHEET
Pinellas County | WSP
Right of Way Cost Estimate

Project Name: Forest Lakes Blvd Alt2 with Rain Gardens

Job Classification:	Project Manager 3	Appraiser	SR Acq. Agent	R/W Agent	Sec./Clerical	TOTAL
Hourly Rate:	\$150.00	\$150.00	\$135.00	\$105.00	\$65.00	
Total Staffhours:	25	40	80	30	20	
Total per Classification:	\$3,750.00	\$6,000.00	\$10,800.00	\$3,150.00	\$1,300.00	\$25,000.00

Assumptions:

* Quote is developed using job classification rates reflected on the rate sheet submitted 8/18/21 and is provided as an estimate only to determine a not-to-exceed threshold. Hourly rates are maximum for job class, and not reflective of actual billing rates of individuals

* Hours are estimated for developing a right of way cost estimate on up to thirteen (13) parcels on a single alignment currently identified as Alternative 2 with Rain Gardens. Alignment has been identified on Roll Plot received from WSP on 7/17/2023.

* At NTP, WSP shall provide to FLAA aerials at 1"/40' scale with an overlay consisting of property lines, proposed impacts, taking sizes in square feet, and folio numbers.

* FLAA shall deliver the completed right of way cost estimate within 60 days of NTP and receipt of deliverables from Prime.

As a Pinellas County and FDOT certified Small Business, we appreciate the opportunity to assist WSP with this assignment.

Please direct your responses to this proposal to:

Jack Curatelli, SR/WA
jcuratelli@flaa.com
 (813) 241-6354 x1

with a copy to:

David Montalvo, R/W Agent
dmontalvo@flaa.com 
 (813) 241-6354 x3

Thank you for your consideration.

Sincerely,

Jack Curatelli

Jack Curatelli, SR/WA
 President

Encl:

Roll Plot, Alternative 2 with Rain Gardens, marked received 7/17/2023.

Sec. 138-212. - Nonconforming situations created by eminent domain proceedings.

Any lot or parcel that was made nonconforming or substandard after the effective date of this section as a result of eminent domain shall be deemed to be a conforming lot or parcel for all purposes under this section, without the necessity for a variance from any land development standard.

However, where sufficient land is available so that deficiencies can be corrected with no resulting damage to the remainder, the corrective action shall be performed. This section shall not apply to any lot or parcel which is reduced in size by more than 25 percent by such action.

(Ord. No. 18-36, § 3(Att. B), 10-23-18)