

SECOND AMENDMENT

This Amendment made and entered into this 10 day of January, 2019 by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and URS Corporation Southern, 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 18, 2014, pursuant to Pinellas County Contract No. 134-0092-NC (hereinafter "Agreement") pursuant to which the Contractor agreed to provide Professional Engineering Services 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.

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

1. The term of the Agreement is hereby extended beginning on January 1, 2019 and continuing through December 31, 2020, and the not-to-exceed compensation amount is increased by \$64,714.11 for additional engineering services, as specified in Exhibit A and incorporated herein.
2. 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 Second Amendment as of the day and year first written above.

PINELLAS COUNTY, FLORIDA
by and through its County Administrator



Barry A. Burton, County Administrator

CONTRACTOR: URS Corporation Southern



Authorized Signature

Stephen N. Noppinger

Printed Authorized Signature

APPROVED AS TO FORM

By:



Office of the County Attorney

Vice President

Title Authorized Signature

EXHIBIT A

SECOND AMENDMENT

SCOPE OF SERVICES

PROFESSIONAL ENGINEERING CONSULTING SERVICES

PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY

FOR

DUNEDIN CAUSEWAY BRIDGES

DOCUMENTATION UPDATE OPTIONAL SERVICES AUTHORIZATION (OSA)

County PID: 000423A

Prepared for:

**Pinellas County Public Works
Transportation Division
14 S. Fort Harrison Avenue
Clearwater, FL 33756**

Prepared by:

URS

**7650 West Courtney Campbell Causeway
Tampa, FL 33607**

December 4, 2018

SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES

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

I. PROJECT TITLE

Professional Engineering Services for the PD&E Study for the Dunedin Causeway Bridges [Bridge No. 150068 (Main Bridge) and Bridge No. 150067 (Tide Relief Bridge)].

II. OBJECTIVE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and the COUNTY in connection with the Preliminary Engineering (Conceptual Design), and Environmental Studies necessary to comply with Florida Department of Transportation (FDOT) procedures and to obtain Federal Highway Administration (FHWA) Location and Design Concept Acceptance (LDCA) of proposed replacement of this structure through the FDOT Office of Environmental Management (OEM). The COUNTY and CONSULTANT entered into a contract for the project study on November 18, 2014, with the Notice to Proceed issued by the COUNTY on December 3, 2014. The following scope details additional services that are required to complete the study based on project changes that have occurred, as follows:

- In March 2017, the COUNTY requested that a Sea Level Rise screening for the project be completed and subsequent presentations regarding the results of the study be made to stakeholders at stakeholder coordination meetings and Board of County Commissioner (Board) workshops.
- In July 2017, the FDOT issued a revised PD&E Manual (effective June 14, 2017) with new guidelines for preparation of PD&E documentation. Therefore, documents that were developed under the previous PD&E Manual will need to be updated in order to obtain OEM concurrence, and ultimately LDCA, for the project's Recommended Alternative.
- In December 2017, the FDOT OEM, through delegation by the FHWA, became the lead agency for the review and issuance of LDCA of the project. Therefore, additional coordination with FDOT District Seven and FDOT OEM will be required to process the submittal, review and approval of PD&E documents, including use of the new Statewide Environmental Project Tracker (SWEPT) system.
Revisions made to the PD&E Manual to reflect the lead agency transition from Federal to State requires changes in processes and procedures that must be incorporated into the PD&E report documents.

The original scope of services will remain in effect in its entirety with the additional services authorized under this scope of services outlined below.

III. PROJECT DESCRIPTION

The primary objective of the PD&E Study is to evaluate the replacement of two existing bridges along the Dunedin Causeway. The study extends along Causeway Boulevard from west of Royal Stewart Arms Parkway on Honeymoon Island to the intersection of Gary Place/Gary Circle on Ward Island, a distance of about two miles. The Main “Bascule” or movable bridge (Bridge No. 150068) crosses the Gulf Intracoastal Waterway (ICWW) and connects Ward Island to the Dunedin Causeway. The Tide Relief Bridge (Bridge No. 150067) is a low-level fixed bridge which connects the Dunedin Causeway to Honeymoon Island.

The focus of this scope is for an update of the project reports to comply with the July 2017 FDOT PD&E Manual, screen the project for sea level rise impacts, coordinate LDCA through the FDOT OEM, and advertise for a public hearing. The alternative which was recommended by the Board on June 12, 2018 was replacement of the existing bridge with a new mid-level movable bridge and will be evaluated during the study.

IV. SCOPE OF WORK

TASK 1 PUBLIC INVOLVEMENT

The CONSULTANT shall coordinate and perform the appropriate level of public involvement for this project as outlined in Part 1, Chapter 11 of the PD&E Manual (effective June 14, 2017) and the specific items provided below.

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

a. Newsletters, Fact Sheets, Preparation/Distribution

The CONSULTANT shall update the project mailing/distribution list with the latest available data for elected officials, tribes, federal/state/local agencies, stakeholders and the general public.

b. Other Miscellaneous Requirements

The CONSULTANT shall prepare the Public Hearing Certification Form in SWEPT and coordinate with the COUNTY/FDOT District Seven for the required signatures.

TASK 2 ENGINEERING ANALYSIS AND REPORTS

The CONSULTANT shall coordinate and perform the appropriate level of engineering analysis for this project as outlined in Part 2, Chapter 3 of the PD&E Manual (effective June 14, 2017) and the specific items provided below.

a. Preliminary Engineering Report (PER)

The CONSULTANT shall edit and reformat the existing Draft PER in accordance with Part 2, Chapter 3 of the PD&E Manual (effective June 14, 2017). All existing documents shall be reviewed for consistency and uploaded into SWEPT, along with relevant agency coordination and correspondence.

b. Planning Consistency Form

The CONSULTANT shall prepare the Planning Consistency Form and upload into SWEPT, along with relevant excerpts/pages from the latest versions of adopted planning documents.

TASK 3 ENVIRONMENTAL ANALYSIS AND REPORTS

NATURAL RESOURCES

a. Wetlands

The CONSULTANT shall confirm and/or update all site-specific data previously collected and edit the wetlands evaluation, in accordance with Part 2, Chapter 9 of the PD&E Manual (effective June 14, 2017).

b. Essential Fish Habitat

The CONSULTANT shall confirm and/or update all site-specific data previously collected and edit the essential fish habitat assessment, in accordance with Part 2, Chapter 17 of the PD&E Manual (effective June 14, 2017).

c. Wildlife and Habitat

The CONSULTANT shall confirm and/or update all site-specific data previously collected and edit the wildlife and habitat analysis and determinations, in accordance with Part 2, Chapter 16 of the PD&E Manual (effective June 14, 2017). This task includes additional field review of the project site and preparation of a new FNAI request letter for further coordination on documented occurrences of listed species.

d. Natural Resources Evaluation (NRE) Report

The CONSULTANT shall edit the Draft Wetland Evaluation and Biological Assessment Report (WEBAR) to be consistent with updated PD&E Manual requirements. This information shall be reformatted and combined with the essential fish habitat assessment into a new Natural Resources Evaluation (NRE) report. This report shall be coordinated with FDOT District Seven, FDOT OEM, and resource and regulatory agencies for their input and concurrence.

PHYSICAL EFFECTS

a. Contamination

The CONSULTANT shall review any necessary edits made to the Draft Contamination Screening Evaluation Report (CSER) in accordance with Part 2, Chapter 20 of the PD&E Manual (effective June 14, 2017).

TASK 4 ENVIRONMENTAL DOCUMENT

a. Categorical Exclusion Type 2

The CONSULTANT shall create the Type 2 Categorical Exclusion (CE) Determination Form in SWEPT and upload all relevant attachments/supporting documents in accordance with Part 1, Chapter 5 of the PD&E Manual (effective June 14, 2017). This task also includes required edits to the Type 2 CE form based on comments received from FDOT District Seven and FDOT OEM, coordination with the SWEPT Help Desk on technical issues, preparation of the Initial/Final Environmental Document Submittal (EDS) forms in SWEPT and development of the Project Commitment Record (PCR) for entry into PSEE.

TASK 5 MISCELLANEOUS SERVICES

a. Meetings/Presentations/Coordination

The CONSULTANT shall meet with the COUNTY as needed throughout the life of the project. Due to changes to the project as provided in Section II of this Scope of Services, the CONSULTANT shall be required to conduct additional meetings, presentations and coordination efforts. This includes meetings/coordination with various resource agencies (i.e., SWFWMD, USCG, USFWS, FWC), FDOT District Seven and FDOT OEM.

b. Contract Management

Project Management efforts for continued contract maintenance, monthly progress reports, schedule updates, work efforts to extend subconsultant agreements, etc. Progress reports shall be delivered to the COUNTY in a format as prescribed by the COUNTY and no less than ten (10) days prior to submission of the corresponding invoice. Judgment on whether work of sufficient quality and quantity has been accomplished shall be made by the Project Manager by comparing the reported percent complete against actual work accomplished.

V. COMPENSATION

The CONSULTANT shall provide the additional services outlined in this Scope of Services for the following not-to-exceed amounts:

Task 1	Public Involvement	<u>\$4,370.57</u>	Lump Sum
Task 2	Engineering Analysis and Report	<u>\$3,981.40</u>	Lump Sum
Task 3	Environmental Analysis and Reports	<u>\$11,429.59</u>	Lump Sum
Task 4	Environmental Document	<u>\$15,965.83</u>	Lump Sum
Task 5	Miscellaneous Services	<u>\$28,966.72</u>	Lump Sum
Total Fee		<u>\$64,714.11</u>	Lump Sum

VI. SCHEDULE

The CONSULTANT services as outlined in this Optional Services Authorization shall commence upon receipt of written notice to proceed issued by the COUNTY. The CONSULTANT shall complete the PD&E Study within 24 months of the written notice to proceed.

VII. INVOICES & PROGRESS REPORTS

The CONSULTANT shall submit invoices as work progresses based on the work accomplished. With each invoice, the CONSULTANT shall submit a progress report summarizing the work completed during the invoice period.

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Dunedin Causeway Bridges PD&E Study
 County: Pinellas
 FPN: 437538-1
 FAP No.: TBD

Consult. Name: URS

Date: 12/4/2018
 Estimator: Megan McKinney

Staff Classification	Total Staff Hours From "SH Summary Firm"	Project Manager	Senior Engineer	Senior Designer	Senior Planner	Senior Surveyor	Landscape Architect	Engineer	Planner	Surveyor	Environmental Scientist	Technician	Administrative	SH By Activity	Salary Cost by Activity	Average Rate Per Task
		\$185.67	\$169.56	\$144.73	\$137.36	\$124.10	\$114.49	\$102.52	\$92.03	\$86.01	\$83.03	\$81.13	\$64.36			
Project Description and Objectives	194	48	0	0	146	0	0	0	0	0	0	0	0	194	\$28,966.72	\$149.31
Public Involvement	36	5	0	0	13	0	0	0	18	0	0	0	0	36	\$4,370.57	\$121.40
Engineering Analysis & Report	25	0	17	0	8	0	0	0	0	0	0	0	0	25	\$3,981.40	\$159.26
Environmental Analysis & Reports	128	7	0	0	6	0	0	0	0	0	102	0	13	128	\$11,429.59	\$89.29
Environmental Document	99	49	0	0	50	0	0	0	0	0	0	0	0	99	\$15,965.83	\$161.27
Design Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
Total Staff Hours	482	109	17	0	223	0	0	0	18	0	102	0	13	482		
Total Staff Cost		\$20,238.03	\$2,882.52	\$0.00	\$30,631.28	\$0.00	\$0.00	\$0.00	\$1,656.54	\$0.00	\$8,469.06	\$0.00	\$836.68		\$64,714.11	\$134.26

Survey Field Days by Subconsultant
 4 - Person Crew:

- Notes:
 1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
 2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.
 3. Enter the rate for each classification in Row 9.

SALARY RELATED COSTS: \$64,714.11
 OVERHEAD: 0.00% \$0.00
 OPERATING MARGIN: 0.00% \$0.00
 FCCM (Facilities Capital Cost Money): 0.00% \$0.00
 EXPENSES: 0.00% \$0.00
SALARY RELATED SUBTOTAL: \$64,714.11
 Survey (Field - if by Prime) 0.00 4-man crew days (\$ - / day \$0.00
SUBTOTAL - PRIME \$64,714.11
 Subconsultant: Enter Name Sub 1 \$0.00
 Subconsultant: Sub 2 \$0.00
 Subconsultant: Sub 3 \$0.00
 Subconsultant: Sub 4 \$0.00
 Subconsultant: Sub 5 \$0.00
 Subconsultant: Sub 6 \$0.00
 Subconsultant: Sub 7 \$0.00
 Subconsultant: Sub 8 \$0.00
 Subconsultant: Sub 9 \$0.00
 Subconsultant: Sub 10 \$0.00
 Subconsultant: Sub 11 \$0.00
 Subconsultant: Sub 12 \$0.00
SUBTOTAL ESTIMATED FEE: \$64,714.11
 Optional Services \$0.00
GRAND TOTAL ESTIMATED FEE: \$64,714.11

Check = \$64,714.11