



Pinellas County

Staff Report

Approved by County Administrator 12/5/2024

File #: 24-1199D, **Version:** 1

Agenda Date: 12/31/2024

Subject:

Second Amendment to the Agreement with Halff Associates, Inc. for professional engineering design services associated with the Manufactured Home Communities Wastewater Collection Systems improvement project funded by the Restore Act.

Recommended Action:

Approval and execution by the County Administrator of the Second Amendment to the agreement with Halff Associates, Inc. for professional engineering design services associated with the Manufactured Home Communities Wastewater Collection Systems improvement project funded by the Restore Act.

- The purpose of this contract is to design replacement of private sewer collection systems and sewer laterals connected to individual mobile homes, clubhouses, and offices at 14 MHCs in unincorporated county.
- The Second Amendment increases the contract by \$60,000.00.
- This contract amendment allows limited engineering services during construction for the following Mobile Home Community projects: Bel-Aire Mobile Home Owners, Inc., Boca Ciega Residents' Association, Inc., Holiday Shores Park, Inc., Lake Seminole Estates, Midway AM/CAN Home Owners, Inc., Oasis Home Owners, Inc., and Tropical Gardens R.O. Community Association, Inc.
- This contract was awarded by the BCC on September 8, 2022, in the amount of \$2,049,452.75 for a term of four hundred seventy-five days. The First Amendment was approved by the Purchasing Director on June 26, 2024, for a time-only extension through March 31, 2027.
- Funding is available under Manufactured Home Communities Wastewater Collection System Improvements Project 005015A, included in the Capital Improvement Plan, funded by the Resilient Florida Grant Program, in the amount of \$60,000.00.

Contract No. 22-0056-NC increase in the amount of \$60,000.00 for a revised not to exceed expenditure of \$2,109,452.75 effective through March 31, 2027.

Strategic Plan:

Ensure Public Health, Safety, and Welfare

2.1 Provide planning, coordination, prevention, and protective services to ensure a safe and secure community

2.2 Be a facilitator, convener, and purchaser of services for those in need

Practice Superior Environmental Stewardship

3.3 Protect and improve the quality of our water, air, and other natural resources

3.5 Foster a sustainable and resilient community that is prepared for sea level rise and a changing climate

Foster Continual Economic Growth and Vitality

4.2 Invest in communities that need the most

4.4 Invest in infrastructure to meet current and future needs

Deliver First Class Services to the Public and Our Customers

5.2 Be responsible stewards of the public's resources

5.3 Ensure effective and efficient delivery of county services and support

5.4 Strive to exceed customer expectations

Summary:

This contract amendment allows limited engineering services during construction for the following Mobile Home Community projects: Bel-Aire Mobile Home Owners, Inc., Boca Ciega Residents' Association, Inc., Holiday Shores Park, Inc., Lake Seminole Estates, Midway AM/CAN Home Owners, Inc., Oasis Home Owners, Inc., and Tropical Gardens R.O. Community Association, Inc.

Background/Explanation:

Various MHCs' wastewater systems are outdated and problematic. Many assets within these systems fail and pose costly risks to the residents and adverse effects to the environment. Improvements made to the wastewater systems of these flood-prone communities will increase the reliability of service during typical conditions and increase the resilience during wet weather events.

Fiscal Impact:

The following lists the Engineer's Estimated fee for services during construction for seven MHCs through January 31, 2025:

Engineer's Fee: \$60,000.00

This second amendment is anticipated to cover the consultant's fees for limited engineering services during construction. The total estimated costs for the consultant's services is \$60,000.00.

Delegated Authority:

Authority for the County Administrator to sign this Second Amendment is granted under Code Section 2-62 (a)(2).

Staff Member Responsible:

Jeremy Waugh, Director, Utilities

Merry Celeste, Purchasing Director, Administrative Services

Joe Lauro, Director, Administrative Services

Partners:

N/A

Attachments:

Second Amendment

Location Map

SECOND AMENDMENT

This Amendment made and entered into this 5 day of December, 2024, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Halff Associates, 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 May 24, 2022, pursuant to Pinellas County Contract No. 22-0056-NC (hereinafter "Agreement") pursuant to which the Contractor agreed to provide Professional Engineering Services for the County to develop new wastewater collection systems located in unincorporated Pinellas County; and

WHEREAS, Section twenty-five (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 an increase to the total expenditure amount, at the same prices, terms, and conditions;

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

1. The not-to-exceed expenditure is revised to reflect an increase in the amount of \$60,000.00 for a revised not-to-exceed total expenditure of \$2,109,452.75.
2. The Agreement is hereby amended to include Attachment A – Additional Scope of Services.
3. 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, a political subdivision of the
State of Florida, by and through its County
Administrator

Signature

Barry Burton

Printed Name

County Administrator

Printed Title

December 5, 2024

Date

Contractor: Halff Associates, Inc.

Signature

Printed Name

Printed Title

Date

APPROVED AS TO FORM

By: Miles Belknap
Office of the County Attorney

ATTACHMENT A - ADDITIONAL SCOPE AND SERVICES

SCOPE OF WORK

ENGINEERING SERVICES DURING CONSTRUCTION (PARTIAL)

The Project (PID 005015A Restore Act Wastewater Collection System Improvements) is the construction of wastewater collection systems within fourteen (14) private manufactured home communities (MHCs) in Pinellas County (COUNTY). However, due to limited funding, the COUNTY has decided to award and construct seven (7) of the communities. The following list includes the names of the seven (7) MHCs awarded, and the approximate quantities of linear feet of streets along the centerline and lot/unit counts.

| No. | MHC Name | Approx. Distance Along Street Centerline (ft) | Approx. Lot/Unit Count (each) |
|------------|-----------------------------|--|---|
| 1 | Bel-Aire Mobile Home Owners | 5,505 | 166 |
| 2 | Boca Ciega | 4,414 | 139 |
| 3 | Holiday Shores MHP | 10,407 | 312 |
| 4 | Lake Seminole Estates MHP | 5,904 | 154 |
| 5 | Midway Am-Can Home Park | 4,067 | 106 |
| 6 | Oasis Mobile Home Park | 4,180 | 117 |
| 7 | Tropical Gardens MHP | 2,425 | 64 |
| | Total | 36,902 | 1,058 |

This scope of services includes engineering services during construction (ESDC) limited to the construction of new wastewater collection system improvements. This scope of services is limited to funding currently available from Owner, and an additional scope of services will be submitted for the remainder of the needed service during construction once Pinellas County obtains the needed funding. This scope of services is limited to the approximate hours listed herein, and once the total limit is reached, services shall pause until such time as Owner provides additional funding for further work.

For this scope of services, ESDC is defined as services in which the engineer conducts periodic site visits, completes review of Contractor submittals, issues responses to Contractor Requests for Information (RFI); and provides post-design services to make plan revisions due to unforeseen site conditions, and provides final record drawings. These services are offered to supplement the County's full-time CEI consultant.

To fulfill the services and purposes outlined above, specific tasks have been defined to both describe and set limits on the engineer's responsibilities. Any other tasks, whether explicitly stated or implied, that are not listed in this scope of services are not considered within the scope, schedule, or fees addressed in this scope of services. It shall also be understood that the number of hours for each task below are estimates, and some tasks may require more hours, while some tasks may require fewer, but Halff shall strive to complete the ESDC within the total hours allotted. Halff reserves the right to re-allocate hours among parks and tasks as project conditions dictate.

Halff Associates, Inc. and any subconsultants involved in carrying out the tasks described below will collectively be referred to as 'CONSULTANT'. This scope of services contains specific restrictions that take precedence over the general terms and conditions outlined in any agreements or other contractual documents, if referenced or incorporated.

Task 1 – Project Management

The CONSULTANT will be responsible for general project management of its contract and subconsultant coordination. Project management activities include coordination with the COUNTY and its representatives, addressing emails and correspondence, attendance of meetings not directly related to project observation and progress and maintenance of project documentation. The level of effort to be employed in this task is limited to approximately eighteen (2.5) hours per month for the duration of the ESDC contract, assumed to be eighteen (18) months.

Project Management Task Deliverables:

- Monthly invoicing and project progress reports.
- Addressing of emails, meeting minutes by others and correspondence generated by the COUNTY and its representatives.
- Attend project management coordination meetings and conference calls requested by the COUNTY and its representatives.

The labor estimated to complete this task is based on the approximate number of hours per month times the assumed number of contract months.

Task 2 – Periodic Site Visits

The CONSULTANT will visit the site to observe the progress and quality of the work. They will offer an opinion based on these observations regarding whether the work appears to be proceeding in general conformance with the contract documents and would be in general conformance with the contract documents when fully completed. The CONSULTANT shall advise the COUNTY of reasonably observed divergence of the work from the contract documents. The assumed construction duration of each MHC is estimated based on size and complexity. Should the construction duration extend beyond

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the estimates herein, additional fee may be necessary to complete the required observations.

Periodic Site visits will be conducted at each MHC with duration and frequency limited to approximately the following:

1. One (1) site visit per month, per park, limited to a maximum of four (4) hours per visit for the duration of the construction of the project. It is assumed that all visits will not be evenly distributed during the construction phase, and more or less visits may occur in one month as needed. The frequency stated is used to assess the total number of visits included in this scope.
2. Attendance at one (1) monthly construction progress meeting for the duration of the construction phase of each MHC, limited to two (2) hours per meeting attendance, review of meeting minutes prepared by others and addressing questions arising from the discussion. It is assumed that each MHC will have individual project construction meetings, as it is unfeasible to ascertain the sequencing of construction of the contractor at this time.

Construction Observation Task Deliverables:

- Site Visit Report –The reports will be presented in a standardized form that will include photos and observation notes.

Review and comments on construction progress meeting minutes prepared by others and address correspondence and questions related to the construction progress meeting

A number of hours according to the limits defined herein are reasonably estimated and allocated among the labor classifications expected to engage in providing the services.

Task 3 – Submittals Processing

The CONSULTANT will verify whether the submittals comply with the project's contract documents. The consultant will not be responsible for the actual construction work or its safety. The consultant's verification does not constitute a warranty or guarantee of the performance, durability, or fitness for the purpose of the materials, equipment, or systems specified in the submittals. The CONSULTANT will review and recommend acceptance of submittals based on the information and data presented in the submittals, not being responsible for the accuracy or completeness of the information supplied by the contractor or supplier. In the event of rejections, CONSULTANT shall provide reasonable explanation for the rejection.

The effort under this task is limited to approximately 6 hours per park for the processing of submittals for seven (7) parks. An estimate of hours according to the expectations defined herein is allocated among the labor classifications expected to engage in providing the services.

Submittals Processing Task Deliverables:

Review and recommendation of contractor submittals, including one (1) revision of any submittal.

Task 4 –Requests for Information (RFI) Responses

The CONSULTANT will review RFIs to understand the nature of the inquiry and its implications on the project. Responses to RFI's shall provide reasonable technical clarification in alignment with the contract documents.

Responses to RFIs will be considered typical and are included under this task, whenever the nature of the information requested, and the exertion of engineering development does not require re-design or substantial modification of project components.

RFI's requiring re-design of project components, design of utilities or their relocation, addressing of differing or unforeseen site conditions, those requiring issuance of revised plans or details, among others; shall be considered post-design services and will be addressed under the services of same task. The effort estimated for processing each RFI is estimated to be four (4) hours.

Requests for Information (RFI) Responses Task Deliverables:

- Review and responses to RFIs estimated at four (4) hours per RFI, for the estimated quantity of RFIs per MHC as follows:

The table below shows the estimated number of RFIs per MHC in proportion to the size and complexity of the work of each MHC. A number of hours according to the estimates defined herein are allocated among the labor classifications expected to engage in providing the services.

The labor estimated to complete this task is based on the assumed number of RFIs times the estimated effort for their processing.

| No. | MHC Name | Number of RFIs |
|------------|-----------------------------|-----------------------|
| 1 | Bel-Aire Mobile Home Owners | 2 |
| 2 | Boca Ciega | 2 |
| 3 | Holiday Shores MHP | 2 |
| 4 | Lake Seminole Estates MHP | 2 |
| 5 | Midway Am-Can Home Park | 1 |
| 6 | Oasis Mobile Home Park | 1 |
| 7 | Tropical Gardens MHP | 1 |
| | Total | 11 |

Task 5 – Post-Design Services

The CONSULTANT will provide post-design engineering services to address occurrences where due to differing or unforeseen site conditions, lack of information during the design process or conflicts with existing known or unknown utilities; the contractor requires direction beyond what can be reasonably provided with an RFI response. In providing post-design services, CONSULTANT will review information provided by the contractor, request additional information as necessary, conduct engineering analyses and if necessary, produce supplementary drawings and/or details to provide direction to the Contractor. Post-design services will adhere to, unless approved by the COUNTY, the same design criteria and requirements dictated by the contract documents.

Post-Design Services Task Deliverables:

- Instructions provided to the Contractor by means of directives, supplementary specifications, engineering drawings and/or details, as the CONSULTANT sees reasonable and sufficient to convey the necessary information for the Contractor to construct the project.

The expected level of effort for post-design services is estimated based on the size of each MHC and the availability of information during the design phase. In calculating the resulting fee, the estimated amount of hours are reasonably distributed among the typical engineering labor classifications expected to be engaged in providing post-design services.

The labor estimated to complete this task is based on the total number of hours included in the table below.

| No. | MHC Name | Estimated Hours |
|------------|-----------------------------|------------------------|
| 1 | Bel-Aire Mobile Home Owners | 17 |
| 2 | Boca Ciega | 14 |
| 3 | Holiday Shores MHP | 30 |
| 4 | Lake Seminole Estates MHP | 18 |
| 5 | Midway Am-Can Home Park | 13 |
| 6 | Oasis Mobile Home Park | 13 |
| 7 | Tropical Gardens MHP | 9 |
| | Total | 114 |

Estimated Fee: \$59,929.00 (to be billed hourly, as per attached rate schedule)

ASSUMPTIONS

- The tasks, level of effort per task and the quantities included in this scope of services are the estimated breakdown based upon the currently available funding from the County. It is assumed that additional funding will be allocated once obtained by the County.
- The COUNSULTANT does not guarantee that estimated ESDC services and fee defined in this scope of services is the totality of services that may be required in this project.
- The CONSULTANT assumes that the COUNTY will re-allocate budget for the purposes of ESDC from MHCs that are not constructed or MHCs where the actual effort results lower than estimated; to other MHCs that may require additional effort.
- The CONSULTANT will advise the COUNTY at the time when the overall fee or specific fee for any MHC is expended to 75% of the approved fee.
- The Project will be bid, awarded, and constructed under three construction contracts, with the possibility of being constructed by up to four contractors.
- This Scope of Services described herein is inclusive of services from the expected date of construction NTP assumed in October of 2024, up to the project construction Substantial Completion date assumed in June of 2026.
- Estimated hours are for all communities, and hours may be re-distributed among above tasks, and communities, on an as-needed basis.

SERVICES NOT INCLUDED

- Design, permit, or utility coordination of dry underground utilities replacement or relocations (i.e., cable, telephone, power).
- Utility Coordination of public or private utilities
- Design of new stormwater systems.
- Review of CCTV inspection videos.
- Physical testing of any components.
- Accessing confined spaces.
- Level 1 or 2 environmental assessments.
- Wetland assessments and environmental resource permitting.
- Construction inspection.
- Involvement of any kind in the preparation of the Permanent Utility Easements.
- Change orders review and/or recommendation.

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- Participation at any level in items related to contractor claims.
- Involvement in contractor contract administration procedures.
- Design above and beyond COUNTY and Regulatory Standards at the time of contract execution, unless instructed by the COUNTY in writing.
- Any participation in Public Outreach activities, meetings, generation of collateral exhibits or electronic media.
- Direct coordination or communications with MHCs administration or residents.
- Survey services.
- Subsurface Utility Engineering services.
- Geotechnical services.
- Offsite or onsite roadway design, including all elements.
- Permitting of any kind.
- Environmental Impact and Cultural Statements and Assessments, Jurisdictional Waters of the US Determination
- Wetland Flagging/Delineation
- Landscape/Irrigation Plans
- Noise Study.
- Project construction safety responsibilities or assessments.

COMPENSATION

The COUNTY agrees to compensate the CONSULTANT based on hourly rates up to a maximum, not to exceed fee presented in Attachment 1. The CONSULTANT shall submit itemized invoices on a monthly basis, providing evidence of the hours worked, the date of service, and a description of the tasks performed.

PID 005015A Restore Act
Engineering Services During Construction
Wastewater Collection System Improvements
Person-Hours Effort and Fee Estimate

| Classification Billing Rate | | Halff | | | Wright-Pierce | | | | | | Veith Engineering | | | | | | | | COST TOTAL | HOURS TOTAL |
|------------------------------------|-----------------------------------|-----------|--------------|---------------|---------------|---------------------|-----------|---------------------|---------------|---------------|-------------------|-----------------------------|--------------|--------------------|------------------|-------------------|------------------------|-------------------|-------------------|--------------------|
| | | Proj.Eng. | Sr.Proj. Mgr | Proj. Manager | Sr.Proj. Mgr | Lead Proj. Engineer | Engineer | Resident Proj. Rep. | CADD Designer | Admin Assist. | Principal | Prinicpal Technical Advisor | Sr.Proj. Mgr | Sr. Proj. Engineer | Project Engineer | Sr. CADD Designer | Project Analysis/ Tech | Sr. Project Admin | | |
| | | \$ 140.00 | \$ 187.00 | \$ 225.00 | \$ 215.00 | \$ 175.00 | \$ 140.00 | \$ 110.00 | \$ 125.00 | \$ 85.00 | \$ 275.00 | \$ 255.00 | \$ 235.00 | \$ 145.00 | \$ 130.00 | \$ 125.00 | \$ 125.00 | \$ 95.00 | | |
| Task 1 | Project Management | 8 | 9 | 10 | 10 | 0 | 0 | 0 | 0 | 0 | 5 | 0 | 0 | 0 | 0 | 0 | 5 | 0 | \$ 9,203.00 | 47 |
| Task 2 | Construction Observation | 25 | 5 | 4 | 0 | 10 | 18 | 13 | 0 | 3 | 3 | 0 | 6 | 1 | 11 | 0 | 0 | 2 | \$ 15,290.00 | 101 |
| Task 3 | Submittals Processing | 9 | 4 | 1 | 0 | 3 | 3 | 0 | 0 | 0 | 1 | 1 | 0 | 11 | 5 | 0 | 4 | 0 | \$ 6,453.00 | 42 |
| Task 4 | Request for Information Responses | 9 | 7 | 1 | 0 | 5 | 3 | 1 | 0 | 1 | 3 | 0 | 2 | 8 | 0 | 6 | 1 | 1 | \$ 7,709.00 | 48 |
| Task 5 | Post Design Services | 10 | 7 | 2 | 2 | 15 | 6 | 0 | 19 | 0 | 4 | 0 | 3 | 9 | 2 | 15 | 0 | 0 | \$ 21,274.00 | 114 |
| Totals | | 53 | 32 | 18 | 12 | 33 | 30 | 14 | 19 | 4 | 16 | 1 | 11 | 29 | 18 | 21 | 10 | 3 | \$ 59,929.00 | 352 |

| Services Fee and Total Hours by MHC | | % of | |
|-------------------------------------|-----------------------------|---------------|-------------|
| | | Centerline LF | Approx Fee |
| 1 | Bel-Aire Mobile Home Owners | 14.92% | \$8,941.41 |
| 2 | Boca Ciega | 11.96% | \$7,167.51 |
| 7 | Holiday Shores MHP | 28.20% | \$16,899.98 |
| 8 | Lake Seminole Estates MHP | 16.00% | \$9,588.64 |
| 11 | Midway Am-Can Home Park | 11.02% | \$6,604.18 |
| 12 | Oasis Mobile Home Park | 11.33% | \$6,789.96 |
| 14 | Tropical Gardens MHP | 6.57% | \$3,937.34 |
| Totals | | 100.00% | \$59,929.00 |