

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 HDR Engineering, 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 December 16, 2014, pursuant to Pinellas County Contract No. 134-0091-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 \$29,927.14 for additional construction administration 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: HDR Engineering, Inc.



Authorized Signature



Printed Authorized Signature

APPROVED AS TO FORM

By: 

Office of the County Attorney



Title Authorized Signature

EXHIBIT A

SECOND AMENDMENT

SCOPE OF SERVICES

**PROFESSIONAL SERVICES
ENGINEERING CONSULTING SERVICES**

**PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY
FOR
SAN MARTIN BLVD. OVER RIVIERA BAY BRIDGE REPLACEMENT
AND ROADWAY IMPROVEMENTS
REPORT UPDATE SUPPLEMENTAL AMENDMENT (SA)**

County PID: 001036A

Prepared for:

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

Prepared by:

**HDR Engineering, Inc.
4830 W. Kennedy Blvd., Suite 400
Tampa, FL 33609-2548**

November 27, 2018

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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 HDR Engineering, Inc. (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 San Martin Blvd. over Riviera Bay Bridge Replacement and Roadway Improvements.

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 in to a contract for the delivery of the project study on December 29, 2014. The following scope details additional services that are required to complete the study based on project changes that have occurred as follows:

1. In July 2017 the FDOT issued a revised PD&E Manual (Effective June 14, 2017) with new guidelines for report development. Therefore reports that were prepared under the previous PD&E Manual will need to be updated to gain OEM concurrence for the project.
2. 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 coordination of each document submittal will be made through the FDOT OEM and their Statewide Environmental Project Tracking (SWEPT) system.

The original scope of services will remain in effect in it's entirety with the additional services authorized under this scope as outlined below.

III. PROJECT DESCRIPTION

The overall intent of the San Martin Blvd. Bridge (Bridge No. 154371) over Riviera Bay PD&E project is to evaluate alternatives for the rehabilitation or replacement of the San Martin Blvd. Bridge over Riviera Bay. The project limits extend along San Martin Blvd. From Tallahassee Drive to Weedon/Ridgeway Drive in Pinellas County. 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.

IV. SCOPE OF WORK

ENGINEERING ANALYSIS AND REPORTS

The CONSULTANT shall coordinate and perform the appropriate level of engineering analysis for this project as outlined in Part 1, Chapter 9 of the PD&E Manual and the appropriate sections.

Task 2: DESIGN ANALYSIS

Utilizing the data collected as part of this scope of work, the CONSULTANT shall perform the engineering analysis necessary to complete the project development process. The task of engineering analysis shall be ongoing throughout the duration of the project and shall be performed with consideration to the results of the environmental impacts analysis.

The CONSULTANT shall develop and evaluate all viable alternatives in order to address the project needs.

- a. The CONSULTANT will update the Traffic Report based on the new PD&E Manual and will revise the report to reflect new language as required to comply with the new Preliminary Engineering Report common language.
- e. Drainage Analysis: The CONSULTANT shall update the Pond Siting Report and Location Hydraulic reports as necessary to comply with the latest Pinellas County Stormwater Manual and FDOT PD&E Manual.

Task 3: COMPARATIVE ANALYSIS OF ALTERNATIVES

- h. Preliminary Engineering Report: The CONSULTANT shall convert and reformat existing Project Development Summary Report (PDSR) into a Preliminary Engineering Report (PER) in accordance with Part 2, Chapter 3 of the PD&E Manual (revised 2017). All existing documents shall be reviewed for consistency and uploaded into SWEPT, along with agency coordination and correspondence.

Task 4: ENVIRONMENTAL ANALYSIS

Natural Impacts

- i. Natural Resource Evaluation: The CONSULTANT will update and combine the previously completed and separate Wetlands Evaluation/Essential Fish Habitat Technical Memorandum and Endangered Species Biological Assessment Technical Memorandum to format into a single Natural Resource Evaluation Report using standard protocol for

the development of the project. This report shall be coordinated with resource and regulatory agencies for their input and concurrence.

Physical Impacts

o. **Noise:** Alternatives that shall result in a “substantial vertical or horizontal alteration” as defined by Part 2, Chapter 18, Section 18.2 (Effective June 14, 2017) of the PD&E Manual shall be evaluated for this study. Accordingly, the project is considered Type 1 and a noise study is required. The CONSULTANT shall conduct a Noise Study and prepare a Noise Study Memorandum in accordance with Part 2, Chapter 18 of the PD&E Manual. All items include updating the noise modeling of potential impacts, updating the noise study report to reflect any changes to the PD&E manual, and updating all data needs since the public workshop.

p. **Air Quality:** In accordance with Part 2, Chapter 19 of the PD&E Manual.

V. COMPENSATION

The CONSULTANT shall provide the above outline Basic Services for the following not-to-exceed amounts.

Task 2	Design Analysis	\$ 8,600.74	Lump Sum
Task 3	Comparative Analysis	\$ 10,056.26	Lump Sum
Task 4	Environmental Analysis	\$ 11,270.14	Lump Sum
<hr/>			
Total Fee		\$ 29,927.14	Lump Sum

VI. SCHEDULE

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

CONSULTANT’S services shall commence upon receipt of written notice to proceed issued by COUNTY for the Optional Services Authorization. CONSULTANT shall complete the Project Development and Environmental Study in accordance with the following project schedule:

Project Schedule

Milestone

Due Date from Date of NTP

<u>Draft Final Engineering Items:</u>	100 Calendar Days
Preliminary Engineering Report	
Drainage Technical Memorandum	
Contamination Screening and Evaluation Memorandum	
Conceptual Design Plan Set	
Natural Resource Evaluation	
Geotechnical Technical Memorandum	
Asbestos Screening Memorandum	
<u>Draft Final Environmental Items:</u>	100 Calendar Days
Noise Study Tech Memo	
Air Quality Technical Memorandum	
Contamination Screening Evaluation Tech Memo	
Natural Resource Evaluation	
<u>Final Engineering Items:</u>	300 Calendar Days
Preliminary Engineering Report	
Drainage Technical Memorandum	
Contamination Screening and Evaluation Memorandum	
Conceptual Design Plan Set	
Natural Resource Evaluation	
Geotechnical Technical Memorandum	
Asbestos Screening Memorandum	
<u>Final Environmental Items:</u>	300 Calendar Days
Air Quality Technical Memorandum	
Contamination Screening Evaluation Tech Memo	
Public Hearing Transcript (if required)	
Natural Resource Evaluation	
Comments and Coordination Report	

COUNTY design review period is twenty-one calendar days from the date of the Draft Preliminary Engineering Report milestone submittal. The CONSULTANT shall also provide responses to comments for the required submittal. Any other delays beyond CONSULTANT'S control shall be documented in writing by CONSULTANT and submitted to COUNTY for consideration to grant a schedule time extension.

The requirements for each design review shall be as specified in the COUNTY'S, "Checklists for Design Review Submittals". CONSULTANT shall continue its design work during the review periods.

CONSULTANT shall respond to the COUNTY'S design review comments in writing and by making corresponding revisions to the plans. Written responses and plans revisions are to be included with the next design review submittal. CONSULTANT shall 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 COUNTY making changes to the horizontal or vertical alignment or other changes or similar impact to the project design. In such cases, COUNTY shall evaluate the CONSULTANT'S request for additional time and/or compensation. COUNTY may require CONSULTANT to make plans revisions and resubmit the plans at the same phase of completion if it is found that the plans do not meet the requirements of the "Checklist for Review Submittals".

VII. INVOICES & PROGRESS REPORTS

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

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: San Martin Blvd. Over Riviera Bay Bridge Repl. PD&E - Report Update OSA
 County: Pinellas
 FPN: 001036A
 FAP No.: TBD

Consult. Name: HDR Engineering
 Consult. No. **enter consultants proj. number**
 Date: 11/25/2018
 Estimator: **Marlin Register/Bryan St. George/Chip Messenkopf**

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Chief Engineer	Senior Planner	Senior Engineer	Planner	Project Engineer	Engineering Intern	Designer	Engineering Technician	Chief Scientist	Senior Scientist	Secretary/Clerical	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$198.00	\$219.00	\$166.00	\$155.00	\$107.00	\$120.00	\$89.00	\$96.00	\$77.00	\$145.00	\$120.00	\$64.00			
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Engineering Analysis & Report	141	14	7	14	21	21	28	14	16	0	0	0	6	141	\$18,657	\$132.32
Environmental Analysis & Reports	69	2	2	0	7	0	10	8	0	0	26	12	2	69	\$9,169	\$132.88
Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	210	16	9	14	28	21	38	22	16	0	26	12	8	210		
Total Staff Cost		\$3,168.00	\$1,971.00	\$2,324.00	\$4,340.00	\$2,247.00	\$4,560.00	\$1,958.00	\$1,536.00	\$0.00	\$3,770.00	\$1,440.00	\$512.00		\$27,826.00	\$132.50

Check = \$27,826.00

Survey Field Days by Subconsultant

4 - Person Crew:

SALARY RELATED COSTS:		\$27,826.00
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:		\$27,826.00
Survey (Field - if by Prime)	0.00 4-man crew day \$ - / day	\$0.00
Trail Evaluation Component (See Separate Sheets)		\$0.00
SUBTOTAL - PRIME		\$27,826.00
Subconsultant: ACI, Inc. (ACI)		\$0.00
Subconsultant: KB Environmental, Inc. (KBE)		\$2,101.14
Subconsultant: Tierra, Inc.		\$0.00
Subconsultant: Intera, Inc.		\$0.00
Subconsultant: Adams Traffic		\$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:		\$29,927.14
Optional Services		\$0.00
GRAND TOTAL ESTIMATED FEE:		\$29,927.14

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.

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: San Martin Blvd. Over Riviera Bay Bridge Repl. PD&E - Report Update OSA
 County: Pinellas
 FPN: 001036A
 FAP No.: TBD

Consult. Name: KB Environmental Sciences, Inc.
 Consult. No. **enter consultants proj. number**
 Date: 11/25/2018
 Estimator: **Wayne Arner**

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Chief Scientist	Scientist	Technician	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
		\$176.12	\$84.18	\$34.26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Engineering Analysis & Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Environmental Analysis & Reports	19	6	12	1	0	0	0	0	0	0	0	0	0	19	\$2,101	\$110.59
Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	19	6	12	1	0	0	0	0	0	0	0	0	0	19		
Total Staff Cost		\$1,056.72	\$1,010.16	\$34.26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$2,101.14	\$110.59

Check = \$2,101.14

SALARY RELATED COSTS:		\$2,101.14
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:		\$2,101.14
Survey (Field - if by Sub)	0.00 4-man crew day \$ - / day	\$0.00
SUBTOTAL - SUBCONSULTANT		\$2,101.14
Optional Services		\$0.00
SUBCONSULTANT TOTAL ESTIMATED FEE:		\$2,101.14

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