

## FIRST AMENDMENT

This Amendment made and entered into this 17th day of October, 2023 by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Kisinger Campo & Associates, Corp, 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 July 19, 2022, pursuant to Pinellas County Contract No. 21-0678-NC (hereinafter "Agreement") pursuant to which the Contractor agreed to provide professional engineering services during the construction of the Madonna Blvd Bridge Replacement 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 additional funding to complete project, at the same terms, and conditions;


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

1. Additional Scope and compensation in the amount of \$62,823.60 has been added as specified in Exhibit A
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.

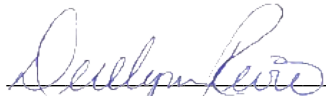
Each Party to this Amendment represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Amendment; (ii) each person executing this Amendment on behalf of the Party is authorized to do so; (iii) this Amendment constitutes a valid and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

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

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

  
Chairman

ATTEST:  
KEN BURKE

  
Deputy Clerk



**APPROVED AS TO FORM**  
By Joseph Morrissey  
Office of the County Attorney

CONTRACTOR: Kisinger Campo &

Associates, Corp



Authorized Signature

Richard J. Harrison, P.E.

Printed Authorized Signature

Vice President

Title Authorized Signature

**SCOPE OF SERVICES**  
**ENGINEERING CONSULTING SERVICES**  
**UTILITY RELOCATION DESIGN**

**For**

**MADONNA BLVD. BRIDGE OVER PINE KEY CUTOFF –  
Bridge No. 154700**

**County PID: 003678A**

Prepared for:

**Capital Improvement Division**

**Pinellas County Public Works**

**14 S. Ft. Harrison Ave.**

**Clearwater, FL 33756**



**June 2023**

6-20-2023

Mr. Amin Vosouli  
Project Engineer/Manager  
Capital Improvements Division  
Pinellas County Public Works  
14 S Ft Harrison Ave  
Clearwater, FL 33756

Subject: Bridge Replacement Design for the Madonna Boulevard Bridge over Pine Key Cutoff, PID 003678A  
Bridge No. 154700- Proposal for Additional Services: Utility Design

Dear Mr. Vosouli,

Kisinger Campo & Associates Corp. proposes to carry out additional Engineering Consulting Services for the subject project. The proposed fees, detailed in the following proposal and summarized below, include work required for utility relocations of an existing 8" water main (upgraded to 12" HDPE) and a 10" reclaimed water main (upgraded to 10" HDPE) that currently are in the vicinity of the planned bridge replacement. This additional design work, carried out through our subconsultant Kimley-Horn and Associates, is necessary due to the increase in required size and complexity of the proposed waterline design to match recent system capacity improvements, and to ensure clearance of any potential obstruction by the existing reclaimed water line and water main locations related to the proposed bridge foundation and retaining walls.

The fee proposal is summarized as follows:

1) Kimley Horn and Associates, Inc.

Design	\$ 52,975
Permitting	\$ 10,150
<u>Construction Phase Services</u>	<u>\$ 26,415</u>
Lump Sum Labor Fee	\$ 89,540 (Subtotal)

2) Kisinger Campo & Associates Corp.

Contract Maintenance (12 mos.)	\$ 6,652.16
Coordination	\$ 5,164.88
<u>Progress meetings/documentation</u>	<u>\$ 4,793.06</u>
Lump Sum Labor Fee	\$16,610.10 (Subtotal)

3) Subtotal of Additional Work (Parts 1 and 2) \$106,150.10

4) Total Remaining from KCA initial Utility Fee

KCA Initial Design Fee	\$36,922.00
KCA Initial Post Design Fee	<u>\$15,635.00</u>
Total KCA Initial Utility Budget	\$52,557.00

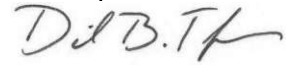
<u>Total KCA Utility Budget Previously Invoiced</u>	<u>(\$ 9,230.50)</u>
Remaining of Initial KCA Allocation	\$ 43,326.50

5) Total Additional Budget Fee Necessary for Added Utility Work (Part 3-Part 4)

\$106,150.10- \$43,326.50= **\$ 62,823.60 (Total Lump Sum)**

Thank you for the opportunity to provide these services and we look forward to continuing work on this important project.

Sincerely,

A handwritten signature in black ink, appearing to read "D.B. Thompson". The signature is written in a cursive, slightly stylized font.

David B. Thompson, P.E.  
Project Manager, Chief Structures Engineer

MADONNA BLVD. BRIDGE OVER PINE KEY CUTOFF - BRIDGE NO. 154700 - UTILITY DESIGN SUPPORT (PROJECT MANAGEMENT/ADMINISTRATION)  
 STAFF HOURS, COMPENSATION & METHOD OF PAYMENT

Staff Classification	Project Manager	Chief Engineer	Senior Engineer	Engineer	Engineer Intern			Staff Hours By Activity	Salary Cost By Activity	Average Rate Per Task
Staff Unit Rate	\$207.88	\$229.21	\$229.85	\$170.43	\$105.10					
A. Contract Maintenance (12 Months)	32	0	0	0	0	0	0	32	\$6,652.16	\$207.88
B. Project Coordination	16	0	8	0	0	0	0	24	\$5,164.88	\$215.20
C. Progress meetings and documentation	12	0	10	0	0	0	0	22	\$4,793.06	\$217.87
D. Field Visits	0	0	0	0	0	0	0	0	\$0.00	\$0.00
Total Staff Hours	60	0	18	0	0	0	0			
Total Staff Fee	\$12,472.80	\$0.00	\$4,137.30	\$0.00	\$0.00	\$0.00	\$0.00	TOTAL LABOR AND HOURS		
Total Classification Hours	60	0	18	0	0	0	0	78		
Total Classification Fee	\$12,472.80	\$0.00	\$4,137.30	\$0.00	\$0.00	\$0.00	\$0.00		\$16,610.10	

<b>Total Fee</b>	<b>\$16,610.10</b>
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April 26, 2023

Austin Black, P.E.  
Kisinger Campo & Associates  
201 N. Franklin St, STE 400  
Tampa, FL 33602

Re: Letter Agreement for Professional Services for Madonna Blvd. Bridge Over Pine Key Cutoff –  
Bridge No. 154700 Water Main and Reclaimed Water Main Relocations

Dear:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this Letter Agreement (the "Agreement") to Kisinger Campo & Associates ("KCA" or "Client") for providing professional engineering services for the utility relocations of the 8-inch water main and 10-inch reclaimed water main under the Madonna Blvd—bridge replacement over Pine Key Cutoff.

### **Project Understanding**

Kimley-Horn will provide professional engineering services to replace the existing Madonna Blvd. 8-inch DIP water main and 10-inch HDPE reclaimed water main located in Tierra Verde, FL. The existing 8-inch DIP water main crossing is located under the south bridge deck and is hung from pipe supports that attach to the bottom of the bridge deck. The 8-inch water main will be replaced with a 12-inch HDPE directional drill (+/- 1200 linear feet) subaqueous crossing under the proposed bridge improvements. The 10-inch HDPE reclaimed water main is currently installed north of the bridge and will be in conflict with the new bridge foundation. Pinellas County has requested the new reclaimed water main subaqueous design to be replaced like for like. The 10-inch reclaimed water main will be replaced with a 10-inch HDPE directional drill (+/- 1200 linear feet) subaqueous crossing under the proposed bridge improvements. The services provided by Kimley-Horn are listed in the scope of services further described below.

### **Scope of Services**

Consultant shall furnish professional design services necessary to perform the project design and permitting for construction plans and specifications in accordance with the Pinellas County Standard Technical Specifications for Utility Relocated Construction (June 2018 or latest update at time of submittal) and Pinellas County Standard Details (February 2022 or latest update at time of submittal). Effective on the date of this agreement.

Kimley-Horn will provide the services specifically set forth below.

### **TASK 1 - DESIGN**

1. KCA will have their sub-consultant prepare a topographic survey of the water main and reclaimed water main routes. KCA will provide Kimley-Horn with the topographic survey.
2. KCA will have its sub-consultant provide geotechnical exploration services. KCA's geotechnical sub-consultant will provide design recommendations and constructability restraints for the subaqueous crossing. KCA will provide Kimley-Horn with the geotechnical engineering report.
3. Kimley-Horn will conduct a Sunshine 811 design ticket request to obtain a list of registered utilities along the corridor. Each utility listed will receive an email requesting as-built data of their existing utilities along the design corridor. The Engineer will conduct a preliminary site visit to observe the existing site conditions and compare against as-built and record information.
4. Pinellas County will provide the design sizes of the reclaimed water (10- HDPE), water main (12-inch HDPE) and confirm they both are sized adequately. Water main and reclaimed water main modeling are not included as a part of this agreement.

5. The proposed water main and reclaimed water main is anticipated to be designed on the south side of the existing bridge and remain within the existing right-of-way. Therefore, no submerged land easements are required.
6. KCA will provide Kimley-Horn the bridge replacement design CAD files for 90%, 100% and final design submittals.
7. Kimley-Horn will provide 11" X 17" Plan Set PDFs at the 90%, 100%, and final design phases. Utility Relocation Plans, Plan and profile sheets with details will be provided for the water main and reclaimed water main from 4<sup>th</sup> Ave. North to the 6<sup>th</sup> Ave. N connection points. The plan sheets will be developed in AutoCAD 2020 and provided in PDF format for review and comment. Design submittals include:

90%, 100%, and Final Design Submittals:

- Cover, Notes, Legend, and Abbreviations
  - Overall Site Plan
  - Proposed relocation of Reclaim and Watermain Plan/Profiles
  - Connections to Existing Reclaim and Watermain Details
  - Flushing and Testing Plan
  - Roadway/Asphalt Restoration Plans
  - County Standard Detail and Miscellaneous Details
  - Maintenance of Traffic and Pedestrian Controls Plan (Completed by KCA)
8. Kimley-Horn will provide Pinellas County standard utility technical specifications to detail the activities, materials, criteria, equipment, and payment to be incorporated into the project. Technical specifications will be provided with the 90%, 100%, and final design submittals.
  9. Kimley-Horn will provide a summary of quantities referencing Pinellas County Pay items and an opinion of probable cost for the proposed project at 90%, 100%, and final design submittals. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
  10. Kimley-Horn will attend four (4) total meetings with the Client and utility coordinator following the design submittals. The review meetings will include 90%, and 100% design review meetings with the client and separate design review meetings at 90% and 100% with the utility coordinator.

**TASK 2 - PERMITTING**

1. Kimley-Horn will prepare and submit the following permit applications as required for this scope of work including the initial submittal and up to two requests for additional information for each permit listed below:
  - Florida Department of Environmental Protection (FDEP) Notice of Intent to Use the General Permit for Construction of Water Main Extensions for Public Water Systems, Form 62-555.900(7)A, including the necessary supporting documentation. The permit fee will be paid for by Pinellas County.
  - Florida Department of Environment Protection (FDEP) Notice of Intent to Use an Environmental Resource and/or State 404 Program General Permit, Form 62-330.402(1),



including the necessary supporting documentation. The permit fee will be paid for by Pinellas County.

- U.S. Army Corps of Engineers (USACE) Application for Department of the Army Permit in accordance with Section 10 of the Rivers and Harbors Act, including the necessary supporting documentation. The permit fee will be paid for by Pinellas County.

### **TASK 3 – CONSTRUCTION PHASE SERVICES**

Consultant shall provide the following services during the bidding phase:

1. Participate in one pre-bid conference. The Client will be responsible for coordinating, scheduling, and administering the pre-bid conference.
2. Provide bidding assistance, respond to Contractor's Requests for Information (RFI) and assist with the issuance of addenda with respect to the project as necessary.
3. Attend the pre-construction meeting with the Client to review permits, final construction documents, schedules, and procedures to be established during construction.
4. Review and take appropriate action with respect to Shop Drawings, samples, and other data which the Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.
5. Conduct site visits to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep Client informed of the general progress of the work. Consultant will attend up to four (4) site visits.
6. Respond to reasonable and appropriate number of Contractor requests for information (RFIs) made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by County.
7. When requested by Contractor and Client, Consultant will conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.
8. Final Notice of Acceptability of the Work. Consultant will conduct a final site visit to evaluate whether the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor.
9. Review testing data for the project as the Engineer of Record of the water main and reclaimed water main utility relocations during construction to allow the Consultant to submit permit certifications to FDPE and US Army Core of Engineers (USACE) at the end of the project for the permits obtained in Task 2.
10. Review as-built drawings provided by Contractor. The as-built drawings shall be prepared to meet Pinellas County's standard as-built record drawing requirements by a Professional Land Surveyor registered in the State of Florida. The Record Drawings will be submitted to Pinellas County for

review and approval as part of the final certifications. Once all coordination has been completed the Consultant will then supply the County certified as-built letter.

**Services Not Included**

- Survey
- Geotechnical Engineering
- SUE
- Water Modeling
- Reclaimed Water Modeling
- Environmental Services
- Maintenance of Traffic Plans

**Information Provided By Client**

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Topographic Survey CAD files
- Geotechnical Engineering Report
- Water Main Design Size
- Reclaimed Water Main Design Size
- Bridge Design

**Schedule**

We will provide our services as expeditiously as practicable with the goal of matching KCA's design schedule, assuming the notice to proceed with be signed by August 1<sup>st</sup>, 2023:

- 90% submittal date: October 16, 2023
- 100% submittal date: February 16, 2024
- Final Plans submittal date: May 24<sup>th</sup>, 2024

Any updates or modifications to the schedule will need to be communicated and agreed upon by KCA and Kimley-Horn.

**Fee and Expenses**

Kimley-Horn will perform the services in Tasks 1 - 3 for the total lump sum labor fee below. Individual task amounts are informational only. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 DESIGN	\$52,975
Task 2 PERMITTING	\$10,150
Task 3 CONSTRUCTION PHASE SERVICES	\$26,415
Total Lump Sum Labor Fee	\$89,540

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

**Closure**

In addition to the matters set forth herein, our agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Kisinger Campo & Associates.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

\_\_\_\_\_ Please email all invoices to \_\_\_\_\_

\_\_\_\_\_ Please copy \_\_\_\_\_

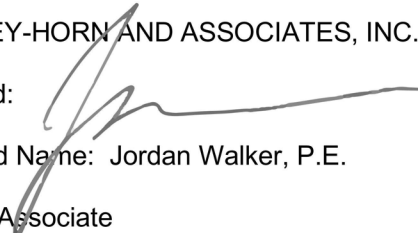
To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on this project.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed:



Printed Name: Jordan Walker, P.E.

Title: Associate

KISINGER CAMPO & ASSOCIATES

SIGNED: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Client's Federal Tax ID: \_\_\_\_\_

Client's Business License No.: \_\_\_\_\_

Client's Street Address: \_\_\_\_\_

\_\_\_\_\_

Attachment – Standard Provisions

**ATTACHMENT 2 - HOURLY FEE SCHEDULE**

Project Name: Madonna Utility Relocations  
 Project Number: 4/25/2023  
 Date Prepared: Michael Semago, PE  
 Estimated By:

Task # Subtask ID Number	Task Name Subtask Name/Description	Senior Professional II 385.0	Senior Professional I 295.0	Professional 215.0	Analyst II 190.0	Analyst I 150.0	Senior Technical Support Staff 270.0	Technical Support Staff 135.0	Support Staff 155.0	Labor Total	Other Direct Cost	Total Fee
1	<b>Design</b>											
	Preliminary Site Visit			4	4	4				\$ 2,220	\$ 50	\$ 2,270
	Utility 811 Design Ticket			4	4	12			2	\$ 2,870		\$ 2,870
	90% Plans and Specifications		2	22	40	120				\$ 30,920		\$ 30,920
	90% OPC			2		12				\$ 2,230		\$ 2,230
	100% Plans and Specifications		1	6	8	20				\$ 6,105		\$ 6,105
	100% OPC			1		4				\$ 815		\$ 815
Final Bid Package		1	2	2	8	8			\$ 1,925		\$ 1,925	
Review Meetings			16			16			\$ 5,840		\$ 5,840	
	<b>Subtotal (Hours)</b>	0	4	53	56	196	0	0	2	\$ 52,925	\$ 50	\$ 52,975
	<b>Subtotal (Dollars)</b>	\$0	\$1,180	\$11,395	\$10,640	\$29,400	\$0	\$0	\$310	\$ 89,240.00	\$ 300.00	\$ 89,540.00
2	<b>Permitting</b>											
	FDEP - Water Main Extension			2		10				\$ 1,930		\$ 1,930
	FDEP - ERP State 404			4		12				\$ 2,660		\$ 2,660
	Army Core of Engineers			8	6	18				\$ 5,560		\$ 5,560
		<b>Subtotal (Hours)</b>	0	0	14	6	40	0	0	0	\$ 10,150	\$ -
	<b>Subtotal (Dollars)</b>	\$0	\$0	\$5,010	\$1,140	\$6,000	\$0	\$0	\$0	\$ 26,165	\$ 250	\$ 26,415
3	<b>Construction Phase Services</b>											
	Prebid Conference			4						\$ 860		\$ 860
	Bid Questions			4		4				\$ 1,460		\$ 1,460
	Precon Meeting			4						\$ 860		\$ 860
	Shop Drawing Review			12	8	20				\$ 7,100	\$ 200	\$ 7,300
	Site Visits			16		16				\$ 5,840	\$ 200	\$ 6,040
	Contractor RFI's			12		10				\$ 4,080		\$ 4,080
	Two Final Walkthroughs			8		8				\$ 2,920	\$ 50	\$ 2,970
	Project Certifications/Permit Closeout			2		8				\$ 1,630		\$ 1,630
	Asbuilt Review			1		8				\$ 1,415		\$ 1,415
	<b>Subtotal (Hours)</b>	0	0	63	8	74	0	0	0	\$ 26,165	\$ 250	\$ 26,415
	<b>Subtotal (Dollars)</b>	\$0	\$0	\$13,545	\$1,520	\$11,100	\$0	\$0	\$0	\$ 89,240.00	\$ 300.00	\$ 89,540.00