

FIRST AMENDMENT

This Amendment is made and entered into this 12 day of February 2025 by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Kimley-Horn and Associates, Inc., whose primary address is 421 Fayetteville Street, Suite 600, Raleigh, NC 27601, hereinafter referred to as "Contractor," (individually referred to as "Party," collectively "Parties").

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on June 25, 2024, pursuant to Pinellas County Contract No. 24-0461-RFP (hereinafter "Agreement"), pursuant to which the Contractor agreed to provide Joe's Creek Industrial Park – Master Plan for the County; and

WHEREAS, Section 10 ("Miscellaneous"), subsection B ("Amendment") of the Pinellas County Standard Terms and Conditions 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 services and a time extension;

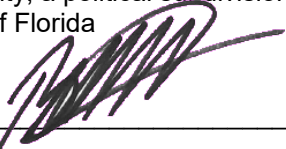
NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

1. In accordance with Section B ("Term"), subsection one (1), the Parties agree to extend the Agreement from April 24th, 2025, to August 24, 2025.
2. Section C ("Expenditures Cap") subsection one (1) is revised to reflect an increase in the amount of \$70,000.00 for a new total not to exceed the amount of \$320,000.00. The annual expenditure remains unchanged.
3. Exhibit F- *Proposal for Professional Engineering Services – Additional Services* attached hereto is hereby incorporated into and made part of the Agreement for consulting services through August 24, 2025.
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, a political subdivision
of the State of Florida

By: 
Signature

Name: Brian Scott
Typed, printed, or stamped

Title: Chair

Date: March 25, 2025.

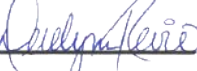
Contractor:

Brooke Arriaga
Authorized Signature

Brooke Arriaga
Printed Authorized Signature

Regional Contract Lead
Title Authorized Signature

ATTEST: KEN BURKE, CLERK

By: 



APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

Exhibit F Proposal for Professional Engineering Services – Additional Services



Project Understanding

The purpose will be to better understand future infrastructure needs based on potential future land use changes resulting from the planning work conducted for the *Joe's Creek Industrial Park Master Plan* to assist the County in planning for future capital projects.

Assumptions

Kimley-Horn's scope and fee are based on the following assumptions:

1. CONSULTANT's review, observations, opinions, and recommendations will be based on CONSULTANT's general knowledge, summary evaluation, and experience with similar work.
2. 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.
3. Deliverables will be issued as a draft for review by the COUNTY. We have estimated an approximate 30-day time frame for the comments. After receiving the comments from the COUNTY, the CONSULTANT will reconcile the comments/edits into a final version. The CONSULTANT will address one round of COUNTY comments.

Scope of Services

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

TASK 1 - SHEET PILE EVALUATION

TASK 1.1 – Field Evaluation

The CONSULTANT will collect available as-built plans (i.e., through the Southwest Florida Water Management District SWFWMD's Water Management Information System WMIS interface) for the original Joe's Creek Industrial Park sheet pile walls. Given the age of the installed sheet pile, it is anticipated that COUNTY staff will assist in the acquisition and review of as-builts contained within the COUNTY's repository.

The CONSULTANT will conduct one (1) site visit for the express purpose of evaluating the Joe's Creek Industrial Park bulkheads between 34th St N and 28th St N. The onsite evaluation will be performed by a licensed Florida Professional Engineer and will be limited to the above-water portion of the sheet pile, the sheet pile cap, and the area up to 10 feet behind the sheet pile cap. The CONSULTANT will note observed deficiencies.

The CONSULTANT will not perform destructive testing or analysis.

Acquired photos, videos, and audio descriptions will be located on the most recent aerial from NearMaps; these will not be georeferenced.

TASK 1.2 – Draft Evaluation Report

The CONSULTANT shall prepare a draft Evaluation Report summarizing the findings in Task 1.1. The CONSULTANT shall include the following elements in the draft Evaluation Report:

1. Sheet pile description and available history
2. Photo, video, and audio documentation
3. Provide an estimated completed percentage of service life based on available information (i.e., when bulkheads were installed and industry standards for service life)
4. Recommended action based on evaluation
5. AACE Class V Engineer's Opinion of Probable Construction Costs (Preliminary)

The CONSULTANT will participate in one (1) virtual meeting with the COUNTY to discuss the draft Evaluation Report.

TASK 1.3 – Final Evaluation Report

The CONSULTANT shall address COUNTY comments and prepare a final Evaluation Report. The report shall also be submitted as individual electronic files in PDF and shall be signed and sealed by a registered professional engineer in the State of Florida.

DELIVERABLES:

1. Draft Evaluation Report
2. Final Evaluation Report
3. Comment Tracker

TASK 2 – POTABLE WATER AND WASTEWATER INFRASTRUCTURE ASSESSMENT

TASK 2.1 – Data Collection

The CONSULTANT will utilize relevant data obtained from the COUNTY, current plans/ studies/analyses, and publicly available sources to evaluate the ability of existing potable water and wastewater infrastructure to serve the study area and proposed land use changes. This effort includes the expanded study area as part of the Joe's Creek Industrial Park study.

The CONSULTANT will compile a list of data needs and present data gaps to the COUNTY. The COUNTY will be responsible for providing the CONSULTANT with data to resolve data gaps, including but not limited to, the existing, permitted, and design capacities of the facilities/systems serving the area, utility drawing files to determine pipe material and age, and any previously completed capacity reports and inflow and infiltration (I&I) analyses, as available.

Task 2.2 – Review of Approximate Existing Water and Sewer Capacities

The CONSULTANT will produce an existing conditions evaluation to identify the condition and existing capacity of potable water and wastewater infrastructure in the study area. The CONSULTANT will coordinate a fireflow test performed by the COUNTY in order to determine an approximate capacity of the water system based on the test.

The existing conditions evaluation will include a map series documenting the location of existing potable water supply and wastewater treatment facilities, transmission lines, and lift stations that serve the study area. The map series will be accompanied by a brief narrative identifying ownership, existing and permitted flow capacity, size, age, and other relevant characteristics of the infrastructure, as provided by data gathered in Task 2.1. The CONSULTANT will determine the approximate capacity of the associated sewer system using only the gravity sewer and lift station capacities adjacent to the project area. The CONSULTANT will not perform hydraulic modeling of the water or wastewater system as part of this task, which can be completed as part of additional services.

The CONSULTANT will participate in one (1) virtual meeting with Staff to review the existing conditions evaluation and provide Staff with a draft document. The COUNTY will be responsible for confirming the accuracy of the reported characteristics, conditions, and capacities and providing any relevant supplementary materials to inform the needs assessment described in Task 2.3. The CONSULTANT will revise the existing conditions evaluation up to one (1) time before proceeding with Task 2.3.

DELIVERABLES

1. One (1) coordination meeting with Staff
2. One (1) draft existing conditions evaluation
3. One (1) virtual review meeting with Staff

4. One (1) revised draft of the existing conditions evaluation to be included as a section of the Technical Memorandum described in Task 2.4.

TASK 2.3 – Potable Water and Wastewater Infrastructure Needs Assessment

The CONSULTANT will utilize the existing conditions evaluation described in Task 2.2, relevant analyses conducted under Task 4: Real Estate Market Conditions Evaluation and anticipated future land uses identified under Task 6: Draft Master Plan to assess existing infrastructure's ability to serve future water demand and wastewater flow.

The CONSULTANT will evaluate existing and future potable water and wastewater capacity using the equivalent residential unit (ERU) method which standardizes potable water and wastewater needs using residential land use as a benchmark. The CONSULTANT will use projected population and employment estimates based on proposed land use changes to determine a future build-out condition. The CONSULTANT will utilize the County's level of service (LOS) standards to generate an estimate for future potable water and wastewater demand in the study area. Estimated future demand will be compared to the existing and permitted capacity to identify constraints, gaps, and future needs.

The CONSULTANT will document planned and programmed improvements to potable water and wastewater infrastructure, as provided by County budgetary and planning documents, and evaluate the extent to which said improvements can serve estimated future needs. Based on remaining gaps or constraints that cannot be accommodated by future planned improvements, the CONSULTANT will develop a set of high-level recommendations to mitigate potential future service issues or infrastructure deficiencies in the study area, including the extent to which existing potable water and wastewater network assets may be coming to the end of their useful life based on information obtained from TASK

2.1. The CONSULTANT will prepare AACE Class V Engineer's Opinion of Probable Construction Costs (Preliminary) for the proposed recommendations. The CONSULTANT will not perform hydraulic modeling of the water or wastewater system as part of this task, which can be completed as part of additional services. The CONSULTANT will not conduct invasive or destructive testing or analysis of the condition of the existing potable water and wastewater networks.

TASK 2.4 - Draft Industrial Park Potable Water and Wastewater Utility Assessment Technical Memorandum

The CONSULTANT shall prepare a draft Industrial Park Potable Water and Wastewater Utility Assessment Technical Memorandum which will detail the results of TASK 2.2 and TASK 2.3.

The CONSULTANT will participate in one (1) virtual meeting with the COUNTY to discuss the draft Potable Water and Wastewater Assessment Technical Memorandum and revise the draft up to two (2) times based on comments provided by the COUNTY.

TASK 2.5 – Final Industrial Park Potable Water and Wastewater Utility Assessment Technical Memorandum

The CONSULTANT will address one set of consolidated COUNTY comments and prepare a final Industrial Park Potable Water and Wastewater Utility Assessment Technical Memorandum. The report will be submitted as individual electronic files in PDF and shall be signed and sealed by a registered professional engineer in the State of Florida.

DELIVERABLES

- | | | |
|--------------------|------------|-----------------------|
| 1. Draft | Industrial | Park Potable/Sanitary |
| Utility | Assessment | Technical Memorandum |
| 2. Final | Industrial | Park Potable/Sanitary |
| Utility | Assessment | Technical Memorandum |
| 3. Geodatabase | | |
| 4. Comment Tracker | | |

TASK 3 – STORMWATER INFRASTRUCTURE ASSESSMENT

TASK 3.1 – Data Collection and Gap Analysis

The CONSULTANT will obtain (from COUNTY where needed) and review the Final Joe’s Creek PER, the COUNTY’s storm sewer network (from REST service), TMDLs, water quality impairments for Joe’s Creek, COUNTY water quality data for Joe’s Creek, Joe’s Creek RSF and Alum metrics, current and future land uses, and current and future rainfall trends.

The CONSULTANT will utilize the SWFWMD approved Joe’s Creek ICPR4 model as a decision support tool for TASK 3.2.

The CONSULTANT will conduct a gap-level summary of the collected data to be used in support of the project. The gap summary will highlight if the data set is sufficient and where additional data collection (e.g., additional surveying and subsurface utility investigations) may be necessary in subsequent tasks.

One (1) field visit will be conducted to document conditions and identify missing stormwater inlets for future inventory.

TASK 3.2 – Present/Future Infrastructure Needs Related to Water Quality

The CONSULTANT will conduct a water quality analysis on the Project Area to determine two (2) viable alum treatment concepts capable of meeting the water quality requirements from the ERP Applicant’s Handbook Volume I for full redevelopment of the Joe’s Creek Industrial Park. It is anticipated that one alternative will be within the Joe’s Creek Industrial Park area, and the other alternative will be outside of the Joe’s Creek Industrial Park area.

Based on the COUNTY Stormwater network data and the SWFWMD-approved Joe’s Creek ICPR4 model, the CONSULTANT will identify locations where the local stormwater system should be expanded to facilitate identified water quality improvements that will help to incentivize redevelopment and address permitting requirements (i.e., Pinellas County, SWFWMD) for nutrient removal.

The CONSULTANT will identify reasonable pros and cons of each concept as well as AACE Class V Engineer's Opinion of Probable Construction Costs (Preliminary) associated with the acquisition, improvements, and maintenance of the proposed improvement.

The CONSULTANT will outline redevelopment strategies for building in floodplains.

Given the high degree of imperviousness, the CONSULTANT will discuss reasonable site-specific attenuation strategies for anticipated redevelopment within the Joes' Creek Study Area. The pros and cons of each strategy will be assessed within the lens of current and future land uses.

Existing flood mitigation efforts will be discussed within the Industrial Park Stormwater Assessment Technical Memorandum.

TASK 3.3 – Draft Industrial Park Stormwater Assessment Technical Memorandum

The CONSULTANT shall prepare a draft Stormwater Assessment Technical Memorandum which will detail the results of **TASK 3.1** and **TASK 3.2**.

The CONSULTANT will participate in one (1) virtual meeting with the COUNTY to discuss the draft Industrial Park Stormwater Assessment Technical Memorandum.

TASK 3.4 – Final Industrial Park Stormwater Assessment Technical Memorandum

The CONSULTANT shall address one round of consolidated COUNTY comments and prepare a final Stormwater Assessment Technical Memorandum. The report shall also be submitted as individual electronic files in PDF and shall be signed and sealed by a registered professional engineer in the State of Florida.

DELIVERABLES

1. Draft Industrial Park Stormwater Assessment Technical Memorandum
2. Final Industrial Park Stormwater Assessment Technical Memorandum
3. Geodatabase
4. Comment Tracker

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement: This section is optional. If helpful to clarify or limit our scope, list relevant services we are not performing.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at Kimley-Horn's then-current hourly rates. Additional services Kimley-Horn can provide include, but are not limited to, the following:

- Additional meetings or meetings not specified above

1. Detailed water/wastewater/stormwater modeling or analysis
2. Grant application services
3. Detailed Opinion of Probable Costs beyond AACE Class V
4. Surveying
5. Geotechnical Analysis
6. Additional technical analysis

Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client’s consultants or representatives.

Schedule

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 3 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

| Task Number & Name | | Fee | Type |
|--------------------|--|-------------|----------|
| 1 | Sheet Pile Evaluation | \$25,000.00 | Lump Sum |
| 2 | Potable Water and Wastewater Infrastructure Assessment | \$15,000.00 | Lump Sum |
| 3 | Stormwater Infrastructure Assessment | \$30,000.00 | Lump Sum |
| Total | | \$70,000.00 | |

Fees will be invoiced monthly based on the overall percentage of services performed, which will not exceed the lump sum fee for each task as defined above.