

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

BLUE SHEET NO: 20020726

1. REQUESTED MOTION:

ACTION REQUESTED: Approve increase to Bid Waiver (BW-01-05) for LEE COUNTY BEACH NOURISHMENT PROJECT, and approve Change Order #5 under contract #713 with Marlowe & Company in the amount of \$15,000.00 for a total lump sum contract amount of \$107,000.00.

WHY ACTION IS NECESSARY: In accordance with the Lee county Contract Manual, approved by the Board of September 25, 2001, Bid Waivers and expenditures over \$50,000.00 require Board approval.

WHAT ACTION ACCOMPLISHES: Marlowe & Company will continue to provide Federal Lobbying for Lee County's beach renourishment projects.

2. DEPARTMENTAL CATEGORY: 8 - NAT. RESOURCES
COMMISSION DISTRICT #: CW

C8A

3. MEETING DATE:

07-09-2002

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED: _____

5. REQUIREMENT/PURPOSE:

- (Specify)
- STATUTE _____
 - ORDINANCE _____
 - ADMIN. CODE AC-44
 - OTHER _____

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER: _____
- B. DEPARTMENT: Lee County-Public Works
- C. DIVISION/SECTION: Natural Resources Division
- BY: Roland Ottolini, Nat. Resources Dir.

DATE: 6/18/02

BACKGROUND: On February 22, 1999, a Service Provider Agreement was approved by the Department Director in the amount of \$15,000.00 for professional government affairs lobbying services for Lee County Beach Nourishment Project

Under this contract, the following Change Orders have been issued to Marlowe & Associates #1 in the amount of \$8,000.00, Change Order #2 in the amount of \$24,000.00, Change Order #3 in the amount of \$30,000.00, and Change Order #4 in the amount of \$15,000.00 for the Lee County Beach Nourishment Project. A continuation of these services is required for providing federal lobbying efforts for Lee County's beach renourishment projects. The current consultant has been quite successful in working with the US Army Corps of Engineers and our legislators in securing funds for the continuance and completion of the General Re-evaluation Report (GRR) and most recently, obtaining WRDA 2000 authorization for federal appropriation for construction of the Estero, and Gasparilla Island Projects. Therefore, we are requesting the Board approve the continuation of this project under Change Order #5 to Marlowe & Associates in the amount of \$15,000.00 for a total contract amount of \$107,000.00.

Funds are available in account #20068630101.503190
Capital Improvements Project, Beach Renourishment Trust Fund

Attachment: (3) Three Change Orders
Letter from Marlowe & Company

MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL

(A) DEPARTMENT DIRECTOR	(B) PURCH. OR CONTRACTS	(C) HUMAN RESOURCES	(D) OTHER	(E) COUNTY ATTORNEY	(F) BUDGET SERVICES				(G) COUNTY MANAGER
					OA	OM	Risk	GC	
<i>J. Lavender</i> Date: <u>6/18/02</u>	<i>[Signature]</i> Date: <u>6/21/02</u>	N/A Date: _____		<i>[Signature]</i> Date: <u>6/19/02</u>	<i>[Signature]</i> Date: <u>6/20/02</u>	<i>[Signature]</i> Date: <u>6/20/02</u>	<i>[Signature]</i> Date: <u>6/20</u>	<i>[Signature]</i> Date: <u>6-19-02</u>	<i>[Signature]</i> Date: <u>6-19-02</u>

10. COMMISSION ACTION:

- _____ APPROVED
- _____ DENIED
- _____ DEFERRED
- _____ OTHER

RECEIVED BY
COUNTY ADMIN.
6/20 1020 AM

6/20 430 DS

RECEIVED
BY CO. ATTY.
6/19/02
10:05 AM
CO. ATTY.
FORWARDED TO:
6-19-02
4531M

LEE COUNTY PROFESSIONAL SERVICE/SERVICE PROVIDER AGREEMENT
CHANGE ORDER/SUPPLEMENTAL TASK AUTHORIZATION

Change Order
 Supplemental Task Authorization

NO.: 5

(A Change Order or Supplemental Task Authorization Requires Approval by the Department Director for Expenditures Under \$25,000 or Approval by the County Manager for Expenditures Between \$25,000 and \$50,000 or Approval by the Board of County Commissioners for Expenditures over \$50,000)

CONTRACT/PROJECT NAME: Lee County Beach Nourishment Project

CONSULTANT: Marlowe & Company

PROJECT NO.: 200686

SOLICIT NO.: BW-01-05

CONTRACT NO.: 713 ACCOUNT NO.: 20068630101.503190

REQUESTED BY: Roland Ottolini

DATE OF REQUEST: 6/6/02

Upon the completion and execution of this Change Order or Supplemental Task Authorization by both parties the Consultant/Provider is authorized to and shall proceed with the following:

EXHIBIT "CO/STA-A: SCOPE OF PROFESSIONAL SERVICE: DATED: 6/6/02

EXHIBIT "CO/STA-B: COMPENSATION & METHOD OF PAYMENT: DATED: 6/6/02

EXHIBIT "CO/STA-C: TIME AND SCHEDULE OF PERFORMANCE: DATED: 6/6/02

EXHIBIT "CO/STA-D: CONSULTANT'S/PROVIDERS ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: 6/6/02

EXHIBIT "CO/STA-E: PROJECT GUIDELINES AND CRITERIA: DATED: 6/6/02

It is understood and agreed that the acceptance of this modification by the CONSULTANT/PROVIDER constitutes an accord and satisfaction.

RECOMMENDED:

By: [Signature] 6/18/02
Department Director Date

By: _____
Contracts Mgmt Date

APPROVED:

By: _____
*County Attorney's Office Date

*County Attorney signature needed
for over Board level expenditures only.

ACCEPTED:

By: _____
Consultant/Provider

Date Accepted: _____

Corporate Seal

COUNTY APPROVAL:

By: _____
Department Director
(Under \$25,000)
Date Approved: _____

By: _____
County Manager (Between
(\$25,000 and under \$50,000)
Date Approved: _____

By: _____
Chairman
Board of County Commissioners
Date Approved: _____

- CHANGE ORDER AGREEMENT No. 5
or
 SUPPLEMENTAL TASK AUTHORIZATION No.

EXHIBIT "CO/STA-A"

Date: 6/6/02

SCOPE OF PROFESSIONAL SERVICES

for Lee County Beach Nourishment Project

(Enter Project Name from Page 1 of the
Change Order or Supplemental Task Authorization)

SECTION 1.00 CHANGE(S) TO PROFESSIONAL SERVICES

The "Scope of Professional Services" as set forth in Exhibit "A" of the Professional Services Agreement, or Service Provider Agreement, referred to hereinbefore is hereby supplemented, changed or authorized, so that the CONSULTANT or SERVICE PROVIDER, shall provide and perform the following professional services, tasks, or work as a supplement to, change to, or authorized to, the scope of services previously agreed to and authorized:

Marlowe & Company will continue to provide the County with all relevant information regarding the status of Congressional and Executive Branch activities at Federal level of government related to this project.

Marlowe & Company will continue to assist our congressional delegation to achieve the County's objectives regarding this project.

*Attach additional pages, if needed.

CHANGE ORDER AGREEMENT No. 5
or
 SUPPLEMENTAL TASK AUTHORIZATION No.

EXHIBIT "CO/STA-B"

Date: 6/6/02

COMPENSATION AND METHOD OF PAYMENT

for Lee County Beach Nourishment Project

(Enter Project Name from Page 1 of the
Change Order or Supplemental Task Authorization)

SECTION 1.00 CHANGE(S) IN COMPENSATION

The compensation the CONSULTANT, or SERVICE PROVIDER, shall be entitled to receive for providing and performing the supplemented, changed or authorized services, tasks, or work as set forth and enumerated in the Scope of Services set forth in this CHANGE ORDER OR SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", attached hereto shall be as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "S/COA-A". In accordance with Professional Services Agreement Article 5.03(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
1-3	Monitoring, advocacy, communication	\$15,000.00	LS	
TOTAL		\$15,000.00	LS	

(Unless list is continued on next page)

CHANGE ORDER AGREEMENT No. 5
or
 SUPPLEMENTAL TASK AUTHORIZATION No. _____

SECTION 2.00 SUMMARY OF CHANGE(S) IN COMPENSATION

Pursuant to and in consideration of the change(s) in the Scope of Professional Services set forth in the CHANGE ORDER or AGREEMENT, Exhibit "CO/STA-A", the compensation the COUNTY has previously agreed to pay to the CONSULTANT, or SERVICE PROVIDER, as set forth in Exhibit "B" of the Professional Services Agreement, or Service Provider Agreement, shall be changed to be as follows:

Section/Task Number	Section/Task Name	Compensation In the Basic Agreement	Adjustment(s) by Previous CO or STA Nos.	Adjustment(s) Due to this CO or STA	Summary of Changed Compensation
		15,000.00			\$15,000.00
CO#1			\$8,000.00		\$23,000.00
CO#2			\$24,000.00		\$47,000.00
CO#3			\$30,000.00		\$77,000.00
CO#4			\$15,000.00		\$92,000.00
CO#5				\$15,000.00	\$107,000.00
TOTAL		\$15,000.00	\$77,000.00	\$15,000.00	\$107,000.00

CHANGE ORDER AGREEMENT No. 5
 or
 SUPPLEMENTAL TASK AUTHORIZATION No. _____

EXHIBIT "CO/STA-C"

Date: 6/6/02

TIME AND SCHEDULE OF PERFORMANCE

for Lee County Beach Nourishment Project

(Enter Project Name from Page 1 of the Change Order or Supplemental Task Authorization Agreement)

SECTION 1.00

CHANGES FOR THIS CHANGE ORDER OR SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT

The time and schedule of completion for the various phases or tasks required to provide and perform the services, tasks, or work set forth in this CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", entitled "Scope of Professional Services" attached hereto is as follows:

Phase and/or Task Reference as Enumerated in EXHIBIT "A"	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days For Completion from Date of Notice to Proceed For this CO or STA
1-3	Monitoring, advocacy, communication		December 31, 2002

CHANGE ORDER AGREEMENT No. 5
 SUPPLEMENTAL TASK AUTHORIZATION No. _____

EXHIBIT "CO/STA-C"

Date: 6/2/02

TIME AND SCHEDULE OF PERFORMANCE

for Lee County Beach Nourishment Project

(Enter Project Name from Page 1 of the
Change Order or Supplemental Task Authorization Agreement)

**SECTION 2.00 SUMMARY OF THE IMPACT OF CHANGE(S) IN PROFESSIONAL SERVICES ON
THE OVERALL PROJECT TIME AND SCHEDULE OF PERFORMANCE**

Pursuant to and in consideration of the changes in the Scope of Professional Services in this CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", the time and schedule the COUNTY and the CONSULTANT, or SERVICE PROVIDER, has previously agreed to for all of the work to be done under this Professional Services Agreement, or Service Provider Agreement, shall be changed to be as follows:

Phase and/or Task Reference as Enumerated in EXHIBIT 'A' and EXHIBIT 'CO/STA-A'	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days For Completion From Date of Notice to Proceed

CHANGE ORDER AGREEMENT No. 5
 or
 SUPPLEMENTAL TASK AUTHORIZATION No. _____

EXHIBIT "CO/STA-D"

Date: 6/6/02

CONSULTANT'S, OR SERVICE PROVIDER'S, ASSOCIATED SUB-CONSULTANT(S) AND
 SUBCONTRACTOR(S)

for Lee County Beach Nourishment Project

(Enter Project Name from Page 1 of the
 Change Order or Supplemental Task Authorization Agreement)

CONSULTANT, or SERVICE PROVIDER, intends to engage the following sub-consultant(s) and/or sub-contractor(s) to assist the CONSULTANT, or SERVICE PROVIDER, in providing and performing the services, tasks, or work required under this CHANGE ORDER, or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT.

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise, (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
	None					

CHANGE ORDER AGREEMENT No. 5

SUPPLEMENTAL TASK AUTHORIZATION No. _____
or

EXHIBIT "CO/STA-E"

Date: 6/6/02

PROJECT GUIDELINES AND CRITERIA

for Lee County Beach Nourishment Project

(Enter Project Name from Page 1 of the
Change Order or Supplemental Task Authorization Agreement)

As a supplement, or change, to the Project Guidelines and Criteria set forth in the Professional Services Agreement, or Service Provider Agreement, Exhibit "E", the COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget, and/or Requirements which shall serve as a guide to the CONSULTANT, or SERVICE PROVIDER, in performing the professional services, tasks, or work to be provided pursuant to the professional services set forth hereinbefore in CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", attached hereto:

(If none, enter the word "None" in the space below.)

ITEM No. 1

None



MARLOWE & COMPANY

June 6, 2002

Mr. Roland Ottolini
Division Director
Lee County Department of Public Works
Division of Natural Resources Management
PO Box 398
Fort Myers, FL 33902-0398

Dear Roland:

This is a proposal to extend our services to the County through December 31, 2002.

Currently, the project is in a state that endangers the County's ability to proceed. Based on my conversations with Corps Headquarters over the last two weeks, the Corps is on the verge of deciding that the project will require a new congressional authorization. Had we not discovered that now, we would have been too late for this year's Water Resources Development Act. As you know, if Congress moves on its normal schedule, the next WRDA is not until 2004. I mention this because I know the Commission is concerned about what results we are producing. While we, too, look at sand on the beach as the only acceptable measure of success, that sand will get there sooner because of our efforts.

This past six months, you and your staff, with the active assistance of the Commission, have literally brought your story to Washington in person and joined us in making the case for funding your project. Within the next three weeks, the House will begin action on appropriations as well as the WRDA bill. We would like to continue working for the County on this project.

Marlowe & Company proposes to continue to assist Lee County and your congressional delegation to achieve the County's objectives. Our knowledge of the applicable law, Corps procedures, and the creative uses of the legislative process enable us to provide the delegation with what amounts to additional staff assistance that is dedicated to the single-minded pursuit of your interests.

There is no other government affairs consulting firm in Washington, DC which specializes in beach nourishment projects. We have had nearly a decade of experience doing this work, during which time we have achieved a remarkable record of success for our clients.

As you have already learned from working with us, it is our practice to keep our clients fully informed and involved in the work we do through telephone calls, faxes, and periodic reports. Since I will continue to staff the work our firm does for Lee County, you will always have access to me. In addition, one other member of the staff will assist me and will also be available should you not be able to reach me.

We propose to amend the current contract to provide the County with assistance in the matters discussed above for \$15,000 (payable in equal monthly installments) for the period between July 1 and December 31, 2002. Out of pocket expenses will be included in this fee. Our fee will be invoiced on a monthly basis. As in the past, we will provide you with an accompanying report listing our activities for the previous month. This arrangement does not include the time or cost of any out-of-town travel you may require. It can be terminated by either party on sixty days written notice.

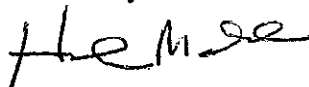
I hope this proposal is acceptable to all concerned and look forward to hearing from you.

LEE COUNTY DIV. OF
NATURAL RESOURCES

JUN 10 2002

RECEIVED

Sincerely,



Howard Marlowe
President

PUBLIC AFFAIRS CONSULTANTS

