

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20021326

1. REQUESTED MOTION:

ACTION REQUESTED:

Approve Addendum to the Construction Management Agreement under RFQ-01-04 COUNTY-WIDE CONTINUING CONTRACT FOR CONSTRUCTION MANAGEMENT, for the project known as Lee County Sports Complex New Irrigation Pump Installation, to Target Builders Inc., for the Guaranteed Maximum Price (GMP) of \$80,521.00 (includes the CM fee of \$7,320.00). At this time it is being requested that the Board approve waiving of the formal process (if needed) and authorize the use of the Direct material Purchase Orders based on CM's competitive process, which allows the County to purchase directly from suppliers of equipment and/or materials as a cost/time saving measure.

WHY ACTION IS NECESSARY: Pursuant to Administrative Code AC-4-4 Lee County Contract Manual for Construction Projects, approved by the Board on September 25, 2001, construction projects estimated to be over level four authorization will be executed through the formal process.

WHAT ACTION ACCOMPLISHES: Provides the County with a Construction Manager that will provide for the work to accomplish the removal of the old irrigation pumping station and replace it with a new more reliable system.

2. DEPARTMENTAL CATEGORY:

02 Construction & Design
COMMISSION DISTRICT #:

C2A

3. MEETING DATE:

12-10-2002

4. AGENDA:

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

5. REQUIREMENT/PURPOSE:

- STATUTE
- ORDINANCE
- ADMIN. CODE AC-4-4
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT Construction & Design
- C. DIVISION Facilities Mgmt.
- BY: Richard Beck, Facilities Director

Richard Beck

7. BACKGROUND:

On April 3, 2001, the Board of County Commissioners approved the award of RFQ-01-04 COUNTY-WIDE CONTINUING CONTRACT FOR CONSTRUCTION MANAGEMENT with a total of ten (10) firms: Bundschu Kraft Inc.; Casey Construction, Karr Group Inc.; Cardinal Contractors; Chris-Tel Company of SW Florida Inc.; Compass Construction Inc.; Gary Wilkes Inc.; J.L. Wallace Inc.; Lodge Construction Inc.; Target Builders Inc.; and Westco Builders of FL Inc. As approved under that blue sheet each projects Guaranteed Maximum Price (GMP) will be brought back for Board approval.

Therefore, it is being recommended that the Board approve a Construction Manager Agreement under RFQ-01-04 COUNTY-WIDE CONTINUING CONTRACT FOR CONSTRUCTION MANAGEMENT, for the project known as Lee County Sports Complex - New Irrigation Pump Installation to Target Builders Inc., for the Guaranteed Maximum Price (GMP) amount of \$80,521.00 (includes the CM fee of \$7,320.00).

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8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services <i>11/25</i>				G County Manager
					OA	OM	Risk	GC	
<i>J. Jander</i> 11-22-02	<i>[Signature]</i> 11/22/02	N/A		<i>[Signature]</i> 11/22/02	<i>ekw</i> 11-25-02	<i>[Signature]</i> 11/25/02	<i>[Signature]</i> 11/25/02	<i>RS</i> 11-25-02	<i>J. Jander</i> 11-22-02

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *11/22/02*
Time: *2:35 PM*
Forwarded To:
Budget
11/22/02 2:35 PM

RECEIVED BY
COUNTY ADMIN. *EW*
11/22 4:20
COUNTY ADMIN
FORWARDED TO:
11/22 5:00

RFQ-01-04

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Because of the large amount and variety of construction projects expected to be needed during the year, staff worked to develop a procedure that will decrease the time required to bid out projects individually and provide a variety on Construction Management firms the ability to work on County projects with a dollar amount of \$50,000.00 to \$1,000,000.00 on an as-needed-basis.

In order for the County to take advantage of saving the sales tax and as a time saving measure we are requesting authorization to purchase materials from various vendors selected by the construction manager and the County.

Funds will be available in account: 20185630100.506540

Attachments: (1) Letter from Target Builders Inc.



General Contractors - Construction Managers

**ADDENDUM TO CONSTRUCTION MANAGER AGREEMENT
LEE COUNTY CONTRACT NO.
BETWEEN LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AND TARGET BUILDERS, INC
FOR THE PROJECT KNOWN AS
LEE COUNTY SPORTS COMPLEX - NEW IRRIGATION PUMP INSTALLATION**

The following Addendum is made and entered into on this ____ day of _____, 2002, by and between the Lee County Board of County Commissioners (COUNTY) and Target Builders, Inc. (CM) and constitutes an Addendum to that certain Construction Manager Agreement, Contract No. 1743 for the project known as County-Wide Continuing Contract for Construction Management which was made and entered into on April 3, 2001.

The below provisions shall constitute the Addendum to Lee County Contract No. 1743:

1. **Extent of Agreement.** This Addendum for Construction Management Services for the Lee County Sports Complex - New Irrigation Pump Installation represents the entire agreement between the Owner and the CM and supersedes any prior negotiations, representations or agreements. This Addendum shall not be superseded by any provisions of the Project Plans and Specifications and may be amended only by written instrument signed by both Owner and CM. This Addendum is intended to be consistent with and implement the approved program for the Lee County Sports Complex - New Irrigation Pump Installation.

2. **CM's Compensation.** The Owner agrees to pay to the CM as compensation for all of its services and work provided for hereunder, including preconstruction and construction services and work, the sum of a CM fee of \$7,320.00 or 9% of the total GMP, plus Reimbursable Project Costs as provided for in Exhibit B. Provided that additional CM fee is not due CM, the amount of \$7,320.00 shall represent the entire fee due CM, irrespective of the actual cost of the Project as reflected by the Guaranteed Maximum Price (GMP) established by CM. That sum shall be payable as follows:

CM fee. Thirty days following the Agreement Date, the sum of \$3,660.00, and a like amount each thirty (30) days thereafter, for a one (1) month period.

Reimbursable Project Costs. Based on application for payment for the actual cost of work completed, submitted monthly, itemized to correspond to the basis of compensation as set forth in Exhibit A, including supportive documentation.

3. The Guaranteed Maximum Price (GMP) for the project shall be \$80,521.00



General Contractors . Construction Managers

4. The Project; Changes in the Project; Additional Fee. The project is as established by the Owner and AE in that certain construction documents entitled dated N/A. The construction documents contemplates a project with a construction budget not to exceed \$80,521.00 which budget excludes previously agreed to AE fees.

5. Period of Construction; Additional Fee. Owner, AE and CM expect and believe that the period of construction or construction phase for the Project shall be one (1) month to substantial completion and two (2) months to final completion.

In the event that the construction schedule is extended by agreement of Owner and CM due to changes in the Project requested by Owner, CM shall be entitled to additional CM fee of \$3,660.00 per calendar month, or \$122.00 per calendar day, beyond such two (2) month period less any fee increase.

6. Liquidated Damages. The CM agrees to complete the construction prior to the Project Substantial Completion Date. The CM acknowledges that failure to complete the Project prior to the Project Substantial Completion Date will result in substantial damages to the Owner. The CM shall be assessed liquidated damages in the amount of \$ _____ per calendar day for each day completion is extended beyond the Project Substantial Completion Date, plus any fines and penalties directly imposed against Owner by any regulatory and/or governmental authority against Owner. Provided, however, CM and Owner shall cooperate with each other, and shall use best efforts and due diligence to avoid the imposition of any such fines and/or penalties.

7. Construction Inspections and Coordination. Owner, AE and CM agree to cooperate and coordinate with each other and all Permitting Authorities, including specifically:

8. Notices. All notices, demands, requests for approvals or other communications which may be or are required to be given by either party to the other in writing shall be deemed given and delivered on the date received by the person listed below or the Authorized Representative, or, if notice is by mail, on the date mailed to the address below or, if by hand delivery, on the date delivered to the address below:

To the CM: Target Builders, Inc.
2043 W. First Street
Ft. Myers, FL 33901

With a Copy to: Steve Adkins

To the Consultant:

To the Owner: Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, FL 33902-0398