

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

Blue Sheet No. 20031322

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Supplemental Agreement No. 1, for RFQ-03-03 Sanibel Bridge & Toll Plaza Reconstruction along with Cape Coral Toll Plaza, with Jacobs Construction Services, Inc. (Contract #2632) to include the mobilization fee in the amount of \$500,000.00.

WHY ACTION IS NECESSARY: Board approval is required.

WHAT ACTION ACCOMPLISHES: Will allow payment to the Construction Manager to mobilize for the Sanibel Bridge project.

2. DEPARTMENTAL CATEGORY:

2. Transportation

COMMISSION DISTRICT #:

C9E

3. MEETING DATE:

11-18-2003

4. AGENDA:

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

5. REQUIREMENT/PURPOSE:
(Specify)

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

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT *Transportation*
- C. DIVISION
- BY: *Scott Gilbertson, Director*

7. BACKGROUND:

On October 7, 2003, the Board approved award to Jacobs Construction Services Inc. for RFQ-03-03 Sanibel Bridge & Toll Plaza Reconstruction along with Cape Coral Toll Plaza, in the amount of six percent (6%) of the total construction cost and a preconstruction not-to-exceed amount of \$826,528.00, and also authorized staff to enter into a Construction Manager Agreement.

At this time the Department of Transportation is requesting Board approve Supplemental Agreement Number 1 for the cost of mobilization in the amount of \$500,000.00.

Funds will be made available in Account #20581530721.506540, 20581630720.506540 and 20581442133.506540

Attachments: 1) Supplemental Agreement #1 for Execution

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>11/5/03</i>			G County Manager	
					OA	OM	Risk	GC	
<i>11/4/03</i> <i>[Signature]</i>	<i>[Signature]</i>	<i>N/A</i>	<i>BAO</i> <i>11/5/03</i>	<i>Andrea</i> <i>Jensen</i> <i>11-5-03</i>	<i>[Signature]</i> <i>11-5-03</i>	<i>[Signature]</i> <i>11/5/03</i>	<i>[Signature]</i> <i>11/5/03</i>	<i>[Signature]</i> <i>11-5-03</i>	<i>[Signature]</i> <i>11-4-03</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: <i>11/5/03</i>
Time: <i>9:00 am</i>
Forwarded To: <i>[Signature]</i>
<i>11/5/03 9:45am</i>

RECEIVED BY COUNTY ADMIN: <i>[Signature]</i>
<i>11/5/03</i>
<i>10:55 am SLT</i>
COUNTY ADMIN
FORWARDED TO:
<i>[Signature]</i>

2632

EXHIBIT E

SUPPLEMENTAL AGREEMENT NO. One (1)

This Supplemental Agreement (hereinafter, "SA") is made and entered into this 20th day of October, 2003 by and between **LEE COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter, "Owner"), and **JACOBS CONSTRUCTION SERVICES, INC.**, a Delaware corporation, and licensed to conduct business in the State of Florida (hereinafter, "CM").

W I T N E S S E T H:

WHEREAS, Owner and CM have entered into an "Agreement Between Owner And Construction Manager" (hereinafter, the "Agreement") for construction management services for the Sanibel Bridges and Toll Plaza Reconstruction as well as the Cape Coral Toll Plaza Reconstruction; and

WHEREAS, capitalized terms used herein shall have the meanings assigned to them in the Agreement; and

WHEREAS, the Agreement contemplates that the Project shall be undertaken in separate discrete Phases, and that a Supplemental Agreement shall be used to authorize and govern all work of a Phase; and

WHEREAS, as contemplated in the Agreement, the work authorized by this SA is governed by the terms of the Agreement, as supplemented by the terms of this SA;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

**ARTICLE 1.
SCOPE OF WORK**

1.1 Phase Description. The Phase of the Project authorized by this SA is described in summary form as follows:

A. Mobilization of CM & Construction Inspection(CI) Staff- This SA allows for the CM & CI staff to mobilize on site, set up field offices, and to begin project set up and procurement services for establishing the first Phase GMP.

B. Select CM staff will begin to mobilize immediately and CI staff will begin mobilizing in early 2004, approximately 30 days prior to construction of the first Phase GMP.

1.2 Project Plans and Specifications. There are no Project Plans and Specifications that describe and define the work of this SA.

1.3 Authorization. The CM is authorized to commence with performance of services identified herein upon the effective date of this SA (referred to hereinafter as the "Commencement Date").

ARTICLE 2. COMPENSATION

2.1 Estimate Costs. No GMP is applicable to this SA for mobilization services. Subject to adjustments provided for in the Agreement, the Total Estimated Cost for CM Fee and Reimbursable Project Costs under this SA is Five Hundred Thirty Thousand Dollars (\$530,000), which costs shall become part of the first Phase GMP when established by subsequent SA. [ref. Agreement Subparagraph 3.01(2)(a)]

2.2 CM Fee and Reimbursable Project Costs. Based upon the estimated CM Reimbursable Project Costs, the CM Fee is estimated to be Thirty Thousand Dollars (\$30,000) and is subject to adjustments as provided for in the Agreement. [ref. Agreement Subparagraph 3.01(2)(a)]. The not-to-exceed limit for the CM Reimbursable Project Costs under this SA is Five Hundred Thousand Dollars (\$500,000). [ref. Agreement Subparagraph 3.01(2)(b)]

2.3 Construction Inspection Services. The not-to-exceed limit for the cost of Construction Inspection Services under this SA is Two Hundred Thousand Dollars (\$200,000). [ref. Agreement Paragraph 3.01(3)]

2.4 Schedule Extension Fees. In the event that the Schedule is extended by agreement of Owner and CM due to changes requested by Owner, CM shall be entitled to \$N/A and daily rate of \$N/A, without duplicating any portion of a fee increase as calculated in Section 3.02 of the Agreement for additional work which may have extended the Phase Schedule. [ref. Agreement Section 3.03]

2.5 Contingency Reversion Schedule. No contingency reversion schedule is applicable for this SA. [ref. Agreement Paragraph 4.03(4)]

ARTICLE 3. SCHEDULE

3.1 Schedule. The Schedule applicable for this Supplemental Agreement is set forth in Appendix 3, attached hereto and incorporated herein.

3.2 Liquidated Damages. Place an "X" in the space below and to the left, as applicable.

_____ *Schedule based liquidated damages are agreed upon for this Phase. If the CM fails to achieve Phase Substantial Completion on or before the Phase Substantial Completion Date, the CM shall be liable for liquidated damages in the amount of \$_____ per calendar day for each day Substantial Completion is extended beyond the Phase Substantial Completion Date, subject to an aggregate limit of \$_____.*

X *No schedule based liquidated damages shall apply for this SA.*

[ref. Agreement Paragraph 4.06(1)]

3.3 Schedule Bonus. If schedule based liquidated damages are agreed upon for this Phase, then an early completion bonus will also apply for this Phase. Place an "X" in the space below and to the left, as applicable.

_____ *An early completion bonus is agreed upon for this Phase. If the CM achieves Phase Substantial Completion before the Phase Substantial Completion Date, the Owner shall pay CM a schedule bonus in the amount of \$_____ per calendar day for each day Substantial Completion is achieved in advance of the Phase Substantial Completion Date, subject to an aggregate limit of \$_____.*

X *No early completion bonus shall apply for this SA.*

[ref. Agreement Paragraph 4.06(1)]

**ARTICLE 4.
OTHER SUPPLEMENTAL TERMS**

4.1 General. For purposes of this SA, the terms of the Agreement are further supplemented as follows (if there are no other supplemental terms, insert "NONE" below):

NONE

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement effective as of the date first noted above.

JACOBS CONSTRUCTION SERVICES, INC.

By: [Signature]
Title: Director of Operations
Date: 10/20/03

BOARD OF COUNTY COMMISSIONERS OF
LEE COUNTY, FLORIDA

Attest: Clerk of the Board

By: _____
Chairman

By: _____
Deputy Clerk

Date: _____

APPROVED AS TO FORM

By: _____
Assistant County Attorney

APPENDIX 1
TO
SUPPLEMENTAL AGREEMENT NO. ONE (1) _____

PROJECT PLANS AND SPECIFICATIONS

The Project Plans and Specifications that describe and define the work of this Phase are as follows:

NOT APPLICABLE FOR THIS PHASE

APPENDIX 2
TO
SUPPLEMENTAL AGREEMENT NO. ONE (1)

CONTINGENCY REVERSION SCHEDULE

NOT APPLICABLE FOR THIS PHASE

APPENDIX 3
TO
SUPPLEMENTAL AGREEMENT NO. ONE (1)

PHASE SCHEDULE

<u>Milestone</u>	<u>Calendar Days After Commencement Date</u>
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1/30/04- Receipt of 100% Construction Plans and Specifications for the First GMP project.	
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Substantial Completion	3/31/04
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Final Completion	3/31/04
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