

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

Blue Sheet No. 20040536

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve Supplemental Agreement No.3, 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 Guaranteed Maximum Price (GMP) in the amount of \$28,680,264.00 (Span B), (includes Phase CM Fee of \$1,623,411.00 which is 6%) and the Construction Inspection Services in the amount of \$2,640,169.00. Additionally, request Board approve waiving of any 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 equipments and/or materials as a cost/time saving measure. Also approve transfer of \$3.2 million from the Sanibel Surplus Construction Fund (42133) project Sanibel Toll Plaza Rehab (205816) to the Sanibel Bridge Replacement project (205814); approve budget amendment resolution to accept \$130,000.00 for Utility work in the Sanibel Construction Fund and amend FY04-08 Capital Improvement Program. *RK*

**WHY ACTION IS NECESSARY:** Board approval is required.

**WHAT ACTION ACCOMPLISHES:** Allows for the bridge, roadway, seawalls and all associated appurtenances for the construction of the Sanibel Bridge project Span B.

**2. DEPARTMENTAL CATEGORY:**

2. Transportation

COMMISSION DISTRICT #:

*C9E*

**3. MEETING DATE:**

*05-11-2004*

**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 *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 3 for a Guaranteed Maximum Price of \$28,680,264.00 (Span B), (includes Phase CM Fee of \$1,623,411.00 which is 6%), and the Construction Inspection Services in the amount of \$2,640,169.00. Additionally, request Board approve waiving of any 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 equipments and/or materials as a cost/time saving measure

Utility Work: Provide conduits for future use by Sprint and Comcast.

Transfer of \$3,200,000.00 from Sanibel Toll Plaza Rehab, project (205816) to Sanibel Bridge Replacement project (205814). \$3,200,000 will be replaced when permanent financing is completed.

Funds will be made available in Account #20581442133.506540

- Attachments: 1) Supplemental Agreement #3 for Execution  
2) Transfer of Funds

**MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services			G County Manager
					OA	OM	Risk/	GC
<i>4/28/04</i>	<i>[Signature]</i>	<i>N/A</i>		<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

**10. COMMISSION ACTION:**

- \_\_\_\_\_ APPROVED
- \_\_\_\_\_ DENIED
- \_\_\_\_\_ DEFERRED
- \_\_\_\_\_ OTHER

Rec. by CoAtty  
Date: *4/28/04*  
Time: *10:45*  
Forwarded To: *Budget*  
*4/28/04 P. [Signature]*

RECEIVED BY  
COUNTY ADMIN: *[Signature]*  
*4/29/04*  
1:50 PM 541  
COUNTY ADMIN  
FORWARDED TO: *PR*  
*4/29/04*  
*3pm*



# RESOLUTION #

Amending the Sanibel Surplus Construction Fund #42133 Budget to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2003-2004.

**WHEREAS**, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the Sanibel Surplus Construction Fund #42133 budget for \$130,000 of the unanticipated revenue from Sprint and Comcast and an appropriation of a like amount for construction improvements and;

**WHEREAS**, the Sanibel Surplus Construction Fund #42133 budget shall be amended to include the following amounts, which were previously not included.

## ESTIMATED REVENUES

Prior Total:		\$37,312,383
Additions		
20581442133.366900.9193	Contribution-Sprint & Comcast	130,000
Amended Total Estimated Revenues		\$37,442,383

## APPROPRIATIONS

Prior Total:		\$37,312,383
Additions		
20581442133.506540	Construction Improvements	130,000
Amended Total Appropriations		\$37,442,383

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Lee County, Florida, that the Sanibel Surplus Construction Fund #42133 budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this \_\_\_\_ day of \_\_\_\_\_, 2004.

ATTEST:  
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
DEPUTY CLERK

\_\_\_\_\_  
CHAIRMAN

APPROVED AS TO FORM

\_\_\_\_\_  
OFFICE OF COUNTY ATTORNEY

DOC TYPE YA  
LEDGER TYPE BA

**EXHIBIT E**

**SUPPLEMENTAL AGREEMENT NO. 3**

This Supplemental Agreement (hereinafter, "SA") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004 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:

Construction of Bridge B, associated temporary roadways, and related CM and CI services including those CM and CI services related to site mobilization and procurement previously authorized by SA #1 and SA #2.

1.2 Project Plans and Specifications. The Project Plans and Specifications that describe and define the work of this Phase are listed in Appendix 1, attached hereto and incorporated herein.

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1.3 Authorization. The CM is authorized to commence with performance of this Phase upon the Construction Commencement Date or the effective date of this SA, whichever occurs later (in either case, referred to hereinafter as the "Commencement Date").

**ARTICLE 2.**  
**COMPENSATION**

2.1 Phase GMP. Subject to adjustments provided for in the Agreement, the Phase GMP is established as Twenty Eight Million Six Hundred Eighty Thousand Two Hundred Sixty Four Dollars (\$28,680,264). [ref. Agreement Subparagraph 3.01(2)(a)]

2.2 Phase CM Fee. Based upon the Phase GMP and the 6% CM Fee, the Phase CM Fee is established as One Million Six Hundred Twenty Three Thousand Four Hundred Eleven Dollars (\$1,623,411) and is subject to adjustments as provided for in the Agreement. [ref. Agreement Subparagraph 3.01(2)(a)]

2.3 Construction Inspection Services. The not-to-exceed limit for the cost of Construction Inspection Services on this Phase is Two Million Six Hundred Forty Thousand One Hundred Sixty Nine Dollars (\$2,640,169). [ref. Agreement Paragraph 3.01(3)]

2.4 Phase Schedule Extension Fees. In the event that the Phase Schedule is extended by agreement of Owner and CM due to changes in the Phase requested by Owner, CM shall be entitled to additional fee at the daily rate of Two Thousand Dollars (\$2,000/day), 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 Phase Contingency, Allowances & Contingency Reversion Schedule. The Phase GMP includes the specific amounts for CM Construction Contingency and Specified Allowances as set forth in Appendix 2, attached hereto and incorporated herein. [ref. Agreement Paragraph 4.03(3)] The contingency reversion schedule applicable for this Phase is also set forth in Appendix 2. [ref. Agreement Paragraph 4.03(4)]

**ARTICLE 3.**  
**PHASE SCHEDULE**

3.1 Phase Schedule. The Phase Schedule applicable for this Phase 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.

  X   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 \$1,000.00 per calendar day for each day Substantial Completion is extended beyond the Phase Substantial Completion Date, subject to an aggregate limit of \$25,000.00.

       No schedule based liquidated damages shall apply for this Phase.

[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 Phase.

[ref. Agreement Paragraph 4.06(1)]

**ARTICLE 4.  
OTHER SUPPLEMENTAL TERMS**

4.1 General. For purposes of this Phase, the terms of the Agreement are further supplemented as set forth in Appendix 4, attached hereto and incorporated herein.

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

JACOBS CONSTRUCTION SERVICES, INC.

By: Joseph Masturci

Title: Director of Operations

Date: 4/26/04

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. 3

PROJECT PLANS AND SPECIFICATIONS

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

1. **Subcontract Attachment J – Scope of Work and Technical Documents (Rev 06, dated April 26, 2004) to RFP E9X96302-R-49002 including:**
  - a. Attachment 1, Summary of Demolition Quantities for Bridges B (and C)
  - b. Attachment 2, N/A
  - c. Attachment 3, Pavement and Design Package
  - d. Attachment 4, Artificial Reef Permit Application - Blanda's Reef
  - e. Attachment 5, Artificial Reef Permit Application – Causeway Reef
  - f. Attachment 6, Drawing/Specification Index (As issued with Addenda 04) – Plans Sets and specifications are summarized as follows:
    - i. Bridge Plans
    - ii. Road Way Plans (Contains the Construction Site Storm Water Pollution Prevention Plan (SWPPP))
    - iii. Signing and Pavement Marking plans
    - iv. Wall Plans
    - v. Embedded Lighting Delineation Plans
    - vi. Technical Special Provisions – prepared by the Engineer
    - vii. FDOT Standard Specifications for Road and Bridge Construction – 2004
    - viii. FDOT – Special Provisions
    - ix. FDOT – Supplemental Provisions
  - g. Attachment 7, Bathometric Survey
  - h. Attachment 8, Approved Products List (APL)
  - i. Attachment 9, Qualified Products List (QPL)
  - j. Attachment 10, Sanibel Causeway Traffic Restrictions
  - k. Attachment 11, Geotechnical Report for Structures
  - l. Attachment 12, Reserved
  - m. Attachment 13, Construction Permit – Not Issued Yet
  - n. Attachment 14, Annual Structural Inspection of Ft. Myers Fishing Pier, dated 2003
  - o. Attachment 15, Lee County Approved DBE's
  - p. Attachment 16, Report of Pile Test Program, prepared by URS dated January, 2004
  - q. Attachment 17, Drawing Index - Drainage Construction Plans for Sanibel Causeway Bridges B (and C) Replacement – Permit Set – Not for Construction

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- r. Attachment 18, Bridge Permit Information – Response to RAI’s and Drainage Report Information
- s. Attachment 19, Sanibel Island Weight Fees
- t. Attachment 20, Signing and Pavement Marking Detail
- u. Sketch 1 (pages 1 – 7), Island B lay-down

**2. Subcontract Bid Response Form contained in RFP E9X96302-R-49002**

- a. RFP Exhibit A: Labor Rate Sheet
- b. RFP Exhibit B: Equipment Rate Sheet
- c. RFP Exhibit C: Sub-Sub Qualification Questionnaire
- d. RFP Exhibit D: Pricing Summary
- e. RFP Exhibit E: Steel Price Escalation Indexing
- f. RFP Exhibit F: Subcontract Bid Bond

**3. Addenda issued to RFP E9X96302-R-49002**

- a. Addenda 01 – Issued March 10, 2004
- b. Addenda 02 – Issued March 23, 2004
- c. Addenda 03 – Issued March 30, 2004
- d. Addenda 04 – Issued April 05, 2004
- e. Addenda 05 - Issued April 06, 2004
- f. Addenda 06 – Issued April 14,2004
- g. Addenda 07 – Issued April 19, 2004
- h. Addenda 08 – Issued April 21, 2004
- i. Addenda 09 – Issued April 26, 2004

APPENDIX 2  
TO  
SUPPLEMENTAL AGREEMENT NO. 3

**CONTINGENCY AND ALLOWANCES**

This Phase GMP identified in section 2.1 above includes the amount of Two Million Four Hundred Sixteen Thousand Four Hundred and Nine Dollars (\$2,416,409), as CM's Construction Contingency as provided for in the Agreement. This Phase GMP also includes the following specific Allowances for the specified scope and costs:

Piling Length Variance Allowance is established at Six Hundred Sixty Three Thousand Six Hundred Forty Dollars (\$663,640). This allowance is intended to cover any potential additional costs resulting from providing required pile lengths that exceed the anticipated pile lengths shown on the plans. The Engineer of Record will establish the pile lengths required. The pricing will be based upon unit prices established in the subcontract.

Maintenance of Traffic (MOT) Allowance is established at Three Hundred Thousand Dollars (\$300,000). This allowance is intended to cover the cost of temporary pavement, signage, barricades, barrier walls, striping, critical walls, sheet piling and other temporary construction required to maintain traffic during construction.

**CONTINGENCY REVERSION SCHEDULE**

All unused CM Construction Contingency and/or Allowances at the end of this Phase (Bridge B) shall revert to the next Phase GMP.

APPENDIX 3  
TO  
SUPPLEMENTAL AGREEMENT NO. 3

PHASE SCHEDULE

<u>Phase Milestone Date</u>	<u>Calendar Days After Commencement</u>
Commencement	0
Substantial Completion	427
Demolition & Final Completion	519

\*All dates are based upon a commencement date of June 1<sup>st</sup>, 2004

Substantial Completion	<u>August 1<sup>st</sup>, 2005</u>
Demolition & Final Completion	<u>November 1<sup>st</sup>, 2005</u>

APPENDIX 4  
TO  
SUPPLEMENTAL AGREEMENT NO. 3

SUPPLEMENTAL TERMS & CLARIFICATIONS

For purposes of this Phase, the terms of the Agreement are further supplemented as follows (if there are no other supplemental terms or clarifications insert "NONE" below):

1. The following changes are hereby accepted and incorporated into the Phase GMP and will be incorporated into the Project Plans and Specifications by subsequent revisions:

- a. Pre-casting the bridge substructure in lieu of cast-in-place concrete.