

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

Blue Sheet No. 20040711

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Supplemental Agreement No. 4, 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 \$31,404,556 (Span C), (includes Phase CM Fee of \$1,623,411 which is 6%) and the Construction Inspection Services in the amount of \$1,085,163.00. 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.

WHY ACTION IS NECESSARY: Board approval is required.

WHAT ACTION ACCOMPLISHES: Allows for the bridge, seawalls and all associated appurtenances for the Construction of the Sanibel Bridge project Span C.

2. DEPARTMENTAL CATEGORY:

COMMISSION DISTRICT # 1

C 9 A

3. MEETING DATE:

06-15-2004

4. AGENDA:

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

5. REQUIREMENT/PURPOSE:
(Specify)

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

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT *Transportation*
- C. DIVISION

BY: *Scott M. Gilbertson, Director*

7. BACKGROUND:

On October 7, 2003, the Board approved award to Jacobs Construction Services, Inc. for RFQ-30-03 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 4 for a Guaranteed Maximum Price of \$31,404,556 (Span C) (includes Phase CM Fee of \$1,623,411 which is 6%), and the Construction Inspection Services in the amount of \$1,085,163.00. 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.

CONTINUED ON PAGE 2

8. 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
<i>6/11/04</i>	<i>[Signature]</i>	NA	<i>SAO 6/11/04</i>	<i>[Signature]</i>	<i>OA 6-1-04</i>	<i>QM 6/2/04</i>	<i>Risk 6/2/04</i>	<i>PC 6-2-04</i>
								<i>[Signature] 6-1-04</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: <i>6/11/04</i>
Time: <i>11:53 am</i>
Forwarded To: <i>[Signature]</i>

RECEIVED BY COUNTY ADMIN:
<i>6/11/04</i>
<i>3:30 pm 501</i>
COUNTY ADMIN FORWARDED TO: <i>PR</i>
<i>6-3-04</i>
<i>11 AM</i>

EW

BLUE SHEET #20040711

7. BACKGROUND (Continued):

This brings the project, for SA 1 through SA 4, to the total of:

Phase GMP	\$60,084,820
Phase CM Fee	\$ 3,401,027 (included in above)
Construction Inspection Services	\$ 3,725,332
Pre Inspection Plan Review	\$ 826,528

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

Funds will be made available in Account #20581442133.506540 and 20581442134.506540.

Attachments: 1) Supplemental Agreement #4 for execution

Bridge B Phase GMP

E9X96301 PreConstruction Services

	Spent To Date	Current NTE
Labor	\$ 468,306.44	\$ 826,528.00
Reim. Proj. Costs	\$ 8,800.13	
TOTAL	\$ 477,106.57	\$ 826,528.00

E9X96302 Construction Management for Bridges B and C

	Pre-GMP(Thru 4/30)	Bridge B	Bridge C	TOTAL
Labor	\$ 283,947.74	\$ 1,288,441.91	\$ 568,620.51	\$ 2,141,010.16
Reim. Proj. Costs	\$ 192,403.96	\$ 506,910.19	\$ 781,515.95	\$ 1,480,830.09
Contracts/Allowances		\$ 22,368,740.00	\$ 25,583,445.00	\$ 47,952,185.00
Contingency	10%	\$ 2,416,409.21	\$ 2,693,358.15	\$ 5,109,767.36
Fee	6%	\$ 1,593,411.18	\$ 1,777,616.38	\$ 3,401,027.56
TOTAL	\$ 506,351.70	\$ 28,173,912.49	\$ 31,404,555.98	\$ 60,084,820.16

E9X96350 Construction Inspection for Bridges B and C

	Pre-GMP(Thru 4/30)	Bridge B	Bridge C	TOTAL
Labor	\$ 314,781.23	\$ 2,123,690.77	\$ 941,638.24	\$ 3,380,110.24
Reim. Proj. Costs	\$ 6,750.00	\$ 194,947.50	\$ 143,525.00	\$ 345,222.50
TOTAL	\$ 321,531.23	\$ 2,318,638.27	\$ 1,085,163.24	\$ 3,725,332.74

CM SUMMARY-Bridge B

	Pre-GMP	Bridge B	Phase 1 GMP
Subcontract Costs			
Bridge B Revised Bid		\$ 21,535,260.00	
Negotiated Deductions		\$ (520,000.00)	
Negotiated Bridge B Price		\$ 21,015,260.00	\$ 21,015,260.00
Pile Variance Allowance		\$ 663,640.00	\$ 663,640.00
Ft. Myers Beach Pier		\$ 389,840.00	\$ 389,840.00
MOT Allowance		\$ 300,000.00	\$ 300,000.00
Subtotal		\$ 22,368,740.00	\$ 22,368,740.00
CM Labor	\$ 283,947.74	\$ 1,288,441.91	\$ 1,572,389.65
CM Expenses	\$ 192,403.96	\$ 506,910.19	\$ 699,314.15
Subtotal	\$ 476,351.70	\$ 1,795,352.10	\$ 2,271,703.79
Total Direct Costs	\$ 476,351.70	\$ 24,164,092.10	\$ 24,640,443.79
CM Contingency	0	\$ 2,416,409.21	\$ 2,416,409.21
Total Construction Costs	\$ 476,351.70	\$ 26,580,501.31	\$ 27,056,853.00
CM Fee	\$ 30,000.00	\$ 1,593,411.18	\$ 1,623,411.18
Total GMP	\$ 506,351.70	\$ 28,173,912.49	\$ 28,680,264.18

CM SUMMARY-Bridge C

	Phase 2 GMP
Negotiated Bridge C Price	\$ 24,599,170.00
Pile Variance Allowance	\$ 1,392,317.00
MOT Allowance	\$ 300,000.00
Deductions	
Ft. Myers Beach Fishing Pier	\$ (389,840.00)
Modified Test Pile Location(B&C)	\$ (42,880.00)
Treated Timber Fender System	\$ (67,500.00)
Rev. of Surface Finish Details (B&C)	\$ (207,822.00)
Subtotal	\$ 25,583,445.00
CM Labor	\$ 568,620.51
CM Expenses	\$ 781,515.95
Subtotal	\$ 1,350,136.46
Total Direct Costs	\$ 26,933,581.46
CM Contingency	\$ 2,693,358.15
Total Construction Costs	\$ 29,626,939.60
CM Fee	\$ 1,777,616.38
Total GMP	\$ 31,404,555.98

EXHIBIT E

SUPPLEMENTAL AGREEMENT NO. 4

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 C, associated temporary roadways, and related CM and CI services. This includes the CM and CI services associated with Bridge B, site mobilization and procurement previously authorized by SA #1, SA#2, and SA #3.

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, (while the scope of work is inclusive of Bridges B and C) the Phase GMP requested by this SA is Thirty One Million Four Hundred Four Thousand Five Hundred Fifty Six Dollars (\$31,404,556) for the addition of Bridge C. This Phase GMP is in addition to the previously authorized Bridge B Phase GMP for the CM Services for Bridge B (Including Fee) of (\$28,680,264). The total Phase GMP for Bridges B and C is now (\$60,084,820). [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 for Bridge C is established as One Million Seven Hundred Seventy Seven Thousand Six Hundred Sixteen Dollars (\$1,777,616) and is subject to adjustments as provided for in the Agreement. This Phase CM Fee is in addition to the previously authorized Bridge B Phase CM Fee of (\$1,623,411). The total for Bridges B and C is now (\$3,401,027). [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 (Bridge C) is One Million Eighty Five Thousand One Hundred Sixty Three Dollars (\$1,085,163). This Phase of CI Services is in addition to the previously authorized Bridge B Phase of CI services of (\$2,640,169). The total for Bridges B and C is now(\$3,725,332). [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.

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 \$_____.

No early completion bonus shall apply for this Phase.

[ref. Agreement Paragraph 4.06(1)]

ARTICLE 4.
OTHER SUPPLEMENTAL TERMS

1.1 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:

Title:

Date:

**Board of County Commissioners of
Lee County, Florida**

Attest: Clerk of the Board
Chairman

By:

By: Deputy Clerk

Date:

APPROVED AS TO FORM

By:
Assistant County Attorney

**APPENDIX 1
TO
SUPPLEMENTAL AGREEMENT NO. 4**

PROJECT PLANS AND SPECIFICATIONS - Bridges B and C

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

- 1. Scope of Work and Technical Documents (Rev 07, dated April 29, 2004) to SC E9X96302-S-49002 including:**
 - a. Attachment 1, Summary of Demolition Quantities for Bridges B and C – issued with original RFP.
 - b. Attachment 2, Reserved
 - c. Attachment 3, Pavement and Design Package – issued with Addenda 01
 - d. Attachment 4, Artificial Reef Permit Application - Blanda's Reef – issued with original RFP.
 - e. Attachment 5, Artificial Reef Permit Application – Causeway Reef – issued with original RFP.
 - f. Attachment 6, Plan Sets and Specifications as listed on Drawing/Specification Index (As issued with Addenda 04) and 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 – issued with original RFP
 - h. Attachment 8, Approved Products List (APL) – issued with original RFP
 - i. Attachment 9, Qualified Products List (QPL) – issued with original RFP
 - j. Attachment 10, Sanibel Causeway Traffic Restrictions – issued with Addenda 04
 - k. Attachment 11, Geotechnical Report for Structures – issued with Addenda 01
 - l. Attachment 12, Reserved
 - m. Attachment 13, Construction Permit – issued with Addenda 11
 - n. Attachment 14, Reserved
 - o. Attachment 15, Lee County Approved DBE's – issued with Addenda 02

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- p. Attachment 16, Report of Pile Test Program, prepared by URS dated January, 2004 – issued with Addenda 02
- q. Attachment 17, Drawing Index - Drainage Construction Plans for Sanibel Causeway Bridges B and C Replacement – Permit Set – Not for Construction – issued with Addenda 03
- r. Attachment 18, Bridge Permit Information – Response to RAI’s and Drainage Report Information – issued with Addenda 03
- s. Attachment 19, Sanibel Island Weight Fees – issued with Addenda 03
- t. Attachment 20, Signing and Pavement Marking Detail – issued with Addenda 04
- u. Sketch 1 (pages 1 – 7), Island B lay-down – issued with Addenda 01

2. Subcontract documents contained in SC E9X96302-S-49002

- a. Agreement for Construction Subcontractor – Rev 25 April 04 – Boh Bros
- b. ATTACHMENT A – HEALTH, SAFETY AND ENVIRONMENTAL (CD ROM)
- c. PROJECT MANAGER’S COMMITMENT TO PROJECT SAFETY
- d. ATTACHMENT B – SUBCONTRACT SPECIAL CONDITIONS – Rev 1 Boh Bros
- e. ATTACHMENT C – SUBCONTRACT PRICING – Rev 4 – 10 May 04
- f. ATTACHMENT D – SUBCONTRACT CHANGES – Rev 1 – 26 April 04
- g. ATTACHMENT E – SUBCONTRACT SCHEDULE – Rev 02 – 29 April 04
- h. ATTACHMENT F – APPLICATION AND CERTIFICATE FOR PAYMENT
- i. ATTACHMENT G – WAIVER OF LIEN FORM – dated 29 Jan 04
- j. ATTACHMENT H – FINAL RELEASE FORM Rev 0 – 26 Jan 04
- k. ATTACHMENT I – CONSENT OF SURETY TO FINAL PAYMENT
- l. ATTACHMENT J – SCOPE OF WORK & TECHNICAL DOCUMENTS (detailed above)
- m. ATTACHMENT K – SUPPLEMENTL CONDITIONS – Rev 01 – 10 Mar 04
- n. ATTACHMENT L – SUBCONTRACTOR DATA REQUIREMENTS – Rev 00
- o. ATTACHMENT M – PERFORMANCE BOND FORMS – Dual Obligee
- p. ATTACHMENT N – PAYMENT BOND FORM – Dual Obligee

3. Addenda issued to SC E9X96302-S-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

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- i. Addenda 09 – Issued April 26, 2004
- j. Addenda 10 – Issued April 29, 2004
- k. Addenda 11 – Issued May 06, 2004

**APPENDIX 2
TO
SUPPLEMENTAL AGREEMENT NO. 4**

CONTINGENCY AND ALLOWANCES

This Phase GMP (for Bridge C) identified in section 2.1 above includes the amount of Two Million Six Hundred Ninety Three Thousand Three Hundred Fifty Eight Dollars (\$2,693,358), as CM's Construction Contingency as provided for in the Agreement. This amount, plus the previously authorized Bridge B CM Construction Contingency in the amount of (\$2,416,409) establishes a new CM Construction Contingency for Bridges B and C totaling (\$5,109,767). This Phase GMP also includes the following specific Allowances for the specified scope and costs:

Piling Length Variance Allowance (for Bridges C) is established at One Million Three Hundred Ninety Two Thousand Three Hundred Seventeen Dollars (\$1,392,317). This amount, plus the previously authorized Bridge B Piling Length Variance in the amount of (\$663,640) establishes a new CM Piling Length Variance for Bridges B and C totaling (\$2,055,957). 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 (for Bridge C) is established at Three Hundred Thousand Dollars (\$300,000). This amount, plus the previously authorized Bridge B MOT Allowance in the amount of (\$300,000) establishes a new MOT Allowance for Bridges B and C totaling (\$600,000). 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 C) shall revert to the other Phase GMP's.

**APPENDIX 3
TO
SUPPLEMENTAL AGREEMENT NO. 4**

PHASE SCHEDULE for Bridge B and C

Note: This replaces Appendix 3 of SA 3

<u>Phase Milestone Date</u>	<u>Calendar Days After Commencement</u>
Commencement	0
Substantial Completion	638
Demolition & Final Completion	730

*All dates are based upon a commencement date of June 1st, 2004

Substantial Completion	<u>March 1st, 2006</u>
Demolition & Final Completion	<u>June 1st, 2006</u>

**APPENDIX 4
TO
SUPPLEMENTAL AGREEMENT NO. 4**

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.