

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

Blue Sheet No. 20050309

1. REQUESTED MOTION:

ACTION REQUESTED:

Authorize execution of Interlocal Agreement between Lee County and the City of Cape Coral to participate in the cost of a Comprehensive Traffic Study in Downtown CRA area.

WHY ACTION IS NECESSARY:

Board approval is required to share in the cost of the study.

WHAT ACTION ACCOMPLISHES:

Consolidates the County's planned traffic study, and analysis efforts with the City's overall Comprehensive Traffic Study to yield a coordinated effort, increased efficiency, and allocation of resources.

**2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #**

C9F

3. MEETING DATE:

03-22-2005

4. AGENDA:

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

**5. REQUIREMENT/PURPOSE:
(Specify)**

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

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

BY: Scott M. Gilbertson, P. E.
Director

7. BACKGROUND:

Lee County Department of Transportation (DOT) had planned a traffic study analysis of alternatives for the intersection of Cape Coral Parkway and Del Prado Parkway. The City of Cape Coral is proposing a Comprehensive Traffic Study for the Downtown CRA area. Consolidation of the two efforts and cost participation offers better efficiency, and allocation of staff resources.

Funds are allocated in Account 20503318805.508150 Capital Projects, Del Prado/Cape Coral Parkway.

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>3/21/05</i> <i>[Signature]</i>				<i>[Signature]</i>	OA <i>[Signature]</i> <i>3-8-05</i>	OM <i>[Signature]</i> <i>3/9/05</i>	Risk <i>[Signature]</i> <i>3/9/05</i>	GC <i>[Signature]</i> <i>3/8/05</i>	<i>[Signature]</i> <i>3.4.05</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: <i>3/21/05</i>
Time: <i>2:00</i>
Forwarded To: <i>County Mgr.</i> <i>3-7-05</i>

RECEIVED BY COUNTY ADMIN: <i>[Signature]</i>
<i>3/21/05</i>
COUNTY ADMIN FORWARDED TO: <i>[Signature]</i>
<i>3/21/05</i>

INTERLOCAL AGREEMENT

This Interlocal Agreement is made and entered into this ____ day of _____, 2005, by and between LEE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter "COUNTY"), and the CITY OF CAPE CORAL, FLORIDA, a Florida municipal corporation located within Lee County (hereinafter "CITY").

WHEREAS, the CITY is primarily responsible for the transportation planning and construction in the Downtown Community Redevelopment Area (CRA) of the City of Cape Coral; and

WHEREAS, the CITY desires to study ways of enhancing the safety and functionality of that network; and

WHEREAS, the COUNTY has determined that approximately 30% of the roadways to be analyzed as part of the study are County jurisdiction roads; and

WHEREAS, the COUNTY has previously planned to conduct a traffic analysis for the Cape Coral Parkway and Del Prado Parkway intersection; and

WHEREAS, the consolidation of the specific intersection traffic analysis with the overall CRA Traffic Study offers better efficiency and allocation of staff resources; and

WHEREAS; the COUNTY recognizes the benefits of a fully coordinated traffic study and has expressed an interest in assisting the CITY by contributing to the cost of retaining a Consultant to conduct a comprehensive Traffic Study for the Downtown CRA area.

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

1. The Recitals as set forth above are incorporated into the terms of this Agreement as if set out herein at length.

2. CITY and COUNTY agree to share in the cost of retaining a Consultant to conduct a Traffic Study in the City of Cape Coral Downtown Community Redevelopment Area (CRA). The Scope of Services for the Traffic Study shall be as described in Exhibit "A" which is attached hereto and incorporated herein by reference.

3. COUNTY agrees to reimburse CITY for Thirty percent (30%) of the actual cost of the Traffic Study, provided, however, that the COUNTY's maximum contribution shall not exceed the sum of Sixty Thousand Dollars (\$60,000.00) without the prior written approval of the Board of County Commissioners. The COUNTY shall pay such reimbursement to CITY within forty-five (45) days upon receipt of an approved invoice from the Consultant.

4. The Consultant will be selected using the CITY's purchasing procedures, which includes utilization of the CITY's Selection Advisory Committee. COUNTY will provide input into the selection process, but the CITY, through the City Council, shall make the final decision on the selection of the Consultant. The Traffic Study shall include traffic analyses of the intersection of Cape Coral Parkway and Del Prado Parkway, as well as adjacent intersections and traffic control features. The general scope of the Traffic Study shall be discussed with the COUNTY's chief traffic engineer or his designee prior to CITY beginning negotiations with Traffic Consultant.

5. CITY will provide all contract administration, management and technical review of work performed by the Consultant.

6. COUNTY will provide input concerning traffic analyses.

7. In the event any one or more of the provisions contained in this Agreement is, for any reason, held invalid, illegal, or unenforceable in any respect, such invalidity or illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8. This Agreement may be executed in counterparts, with each Agreement becoming a fully effective and binding document upon the parties once both parties have each executed this Interlocal Agreement by their duly authorized representatives.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date and year first above written.

ATTEST:

CITY OF CAPE CORAL

By: _____
Bonnie J. Vent, City Clerk

By: _____
Arnold E. Kempe, Mayor

APPROVED AS TO FORM:

By: _____
Marilyn W. Miller
Assistant City Attorney

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
Office of the County Attorney

From: Amy Davies
To: Loveland, David
Date: 2/28/2005 10:06:28 AM
Subject: Re: Account String

20503318805.508150

Description:

Capital Projects, Del Prado/ Cape Coral Pkwy, Impact Fees - Roads - Cape Coral/ Pine Island, Grants and Aids to Local Governments.

>>> David Loveland 02/28/05 10:00AM >>>

Amy-

We've worked out an agreement with the Cape to give them up to \$60,000 out of our Del Prado/Cape Coral Pkwy intersection project (#5033) for their Downtown Traffic Circulation Study. Harry is working on a blue sheet for the interlocal agreement now, and needs to plug in that account string. Can you send it to him?

David M. Loveland, AICP
Manager, Transportation Planning, Lee Co. DOT
loveladm@leegov.com
(941)479-8509 - Phone
(941)479-8520 - Fax

CC: Campbell, Harry

(A Change Order 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 over \$50,000)

CONTRACT/PROJECT NAME: U.S. Business 41 (SR 739) Mariana Ave to North of Littleton Road

CONTRACTOR: APAC Southeast, Inc. PROJECT NO.: LCDOT 4020 (LCU 7145) Account #: _____

CONTRACT NO.: 2757 BID NO.: B-04-06

CHANGE REQUESTED BY: Lee County Utilities Div (Mike Crumpton) DATE OF REQUEST: 2-14-05

Upon the completion and execution of this change order by both parties to the Contract the Contractor is authorized to and shall proceed to make the following changes in the Contract Documents:

Description: Changes due to 1) the LCU requested installation of an additional gate valve for future isolation purposes and 2) replacement of several hundred feet of water main in order to remove conflicts with proposed storm water main.

Purpose of Change Order: Provide funding for 1) the installation of an additional 12 inch gate valve and 2) the relocation of additional 700 linear feet of 12 inch PVC water main with a time extension of 15 days.

Attachments (List documents supporting change)

Field Directive Change # 9 (dated 11-22-04) \$ 842.95 0 Days
Field Directive Change #10 (dated 1-28-05) \$30,798.05 15 Days

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIME:

Original Contract Price

Original Contract Time

\$6,262,879.89 (LCU \$323,600.75)
(FDOT \$1,241,957.70)

395
Calendar Days

Previous Change Orders No. 1 to No. 3

Net change from previous Change Orders

- 1) \$[3,001.21] LCU
- 2) \$ 4,733.96 LCDOT
- 3) \$39,745.60 LCDOT

53
Calendar Days

Contract Price prior to this Change Order

Contract Time prior to this change order

~~\$6,307,359.45~~ ^{#6,304,358.24 LC} (LCU \$320,599.54)
(FDOT \$1,241,957.70)

448
Calendar Days

Net Increase (Decrease) of this change order

Net Increase (Decrease) of this change order

\$31,641.00

15
Calendar Days

Contract Price with all approved Change Orders

Contract Time with all approved Change Orders

~~\$6,307,359.45~~ ^{#6,335,999.24 LC} (LCU \$352,240.54)
(FDOT \$1,241,957.70)

463
Calendar Days

20714548 / 30,506,240 18,026
2071002487 / 30,506,540 13,615

It is understood and agreed that the acceptance of this modification by the CONTRACTOR constitutes an accord and satisfaction, and represents payment in full (both time and money) for all costs arising out of, or incidental to, the above mentioned change.

RECOMMENDED:

By: [Signature] (JEE) 2-18-05
Consultant (if applicable) Date

By: [Signature] 2/18/05
County Project Manager Date

By: [Signature] 2/18/05
Department Director Date

By: [Signature] 3/4/05
Contracts Management Date

ACCEPTED:

By: [Signature]
Contractor

By: Wes Taylor
(PRINT NAME)

Date Accepted: _____

Corporate seal: _____

COUNTY APPROVAL:

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

Date Approved: _____

By: [Signature]
County Manager
(Under \$50,000)

Date Approved: 3-4-05

By: _____

Chairman
Board of County Commissioners
(over \$50,000)

Date Approved: _____

APPROVED:

County Attorney's Office Date

CMD:011
09/25/01

LEE COUNTY CONSTRUCTION CONTRACT
FIELD DIRECTIVE CHANGE

NO.: 9

Project No.: 12001 Bid No.: B-04-06 Contract No.: 2757

Contract/Project Name: US BUISNESS 4 FROM MARIANA AVE. TO LITTLETON RD.

Contractor: APAC SOUTHEAST, INC.

Request By: HECTOR LOUZAO, JR Date of Request: NOVEMBER 22, 2004

1. Directive: The COUNTY hereby directs and authorizes the following change(s) in the work required by the contract documents be made and the CONTRACTOR is hereby directed to proceed promptly. In the event that as a result of the CONTRACTOR accepting this Field Directive Change, there are determined to be change(s) in the Contract (1) scope, (2) cost, or (3) time. Subsequent to the CONTRACTOR finalizing the change(s) in the work required, and upon receipt and acceptance by the COUNTY of a written and documented claim by the CONTRACTOR, such changes shall be incorporated in a Change Order which is subject to approval by the COUNTY and the CONTRACTOR.

2. Description of the change(s):
LEE COUNTY OPERATIONS DEPARTMENT REQUESTS 1 ADDITIONAL 12" GATE VALVE TO BE INSTALLED ON NORTH END OF NEW 12" WM SECTION AT LIBRARY ENTRANCE. LEE COUNTY UTILITIES (LCU) TO PROVIDE MATERIALS (VALVE AND MEGALUGS) STEVENS AND LAYTON, INC. TO PROVIDE BALLANCE OF MATERIALS AND LABOR TO INSTALL.

3. Purpose or Intent of Field directive Change:
DOCUMENT ADDITIONAL WORK SCOPE AND CHANGE IN CONTRACT PRICE TO COVER ADDITONAL LABOR AND MATERIALS REQUIRED TO INSTALL 12" GATE VALVE (LABOR TO INCLUDE INSTALLATION OF VALVE, VALVE BOX, VALVE PAD, VALVE TAG, PLUS MATERIALS TO INCLUDE: VALVE BOX VALVE PAD AND VALVE TAG)

4. Attachments: (List documents supporting change)

5. Not-to-exceed limits applicable to this Field Directive Change:
Unless specifically authorized by the COUNTY by a written amendment to this Field Directive Change, the CONTRACTOR shall not exceed the following limits:

A. Estimated not-to-exceed increase (decrease) in the contract price: \$842.95

B. Estimated not-to-exceed increase (decrease) in completion time in calendar days: -

6. Claim(s) resulting from Field Directive Change
In the event that, as a result of the CONTRACTOR providing or performing the change(s) in the required construction work as set forth in this Field Directive Change, the CONTRACTOR determines that consideration should be given to (1) changing the contract scope, (2) increasing the CONTRACTOR's compensation, or (3) increasing the contract time; the CONTRACTOR shall in accordance with the provisions of Articles 11, 12 and 13 of the Contract Document, submit a written claim to the COUNTY requesting that a Change Order be executed incorporating changes in the (1) contract scope, (2) CONTRACTOR compensation, or (3) contract time as appropriate. Such a claim shall include documentation to support the claim.

It is understood and agreed by the COUNTY in authorizing and by the CONTRACTOR in accepting this Field Directive Change that the following methods shall be used as the basis for considering the issuance of a contract Change Order or any CONTRACTOR claim arising out of this Field Directive Change:

A. Method of Determining Change in Contract Price:

- Time and Materials
- Unit Prices
- Cost plus fixed fee
- Other

B. Method of Determining Change in Contract Time:

- Contractor's Records
- Consultant's Records
- Other

FIELD DIRECTIVE CHANGE NO.: 9 (continued)

7. ACCEPTANCE:

COUNTY AUTHORIZATION

By THOMAS A. MANETT
Printed Name

By [Signature]
Signature

Title/Position ENGINEER MANAGER I

Date 12/2/04

CONTRACTOR AUTHORIZATION

By APAC SOUTHEAST, INC.
Contractor's Business Name

By HECTOR LOUZAO, JR
Print Name

By [Signature]
Signature

[Signature]
Witness James H. Stem

Title/Position PROJECT MANAGER

Date 11-23-04

Corporate Seal (Affix if applicable, if not enter "None")

Copies Distributed to:

- Contractor (Signed Original)
- ~~Director Project Sponsoring Department (Signed Original)~~
- Project Manager
- Consultant (if applicable)
- Contracts Management

Michael Crumpton - Re: FW: Proposed Field Directive #9

From: <hlouzao@ashland.com>
To: "C.Duncan St. Clair" <dstclair@cella.cc>, <mcrumpton@leegov.com>, <mrussell@kisingercampo.com>
Date: 12/6/2004 6:29 AM
Subject: Re: FW: Proposed Field Directive #9

Stevens & Layton, Inc. Price = \$755.00
APAC-Southeast, Inc. 10% Mark-up = \$75.50
APAC-Southeast, Inc. 1-1/2% Bond = \$12.45
Total = \$842.95

"C.Duncan St.
Clair" To: Hector Louzao/Sarasota/APAC/Ashland@Ashland
<dstclair@cella.cc> cc: "Michael Russell" <Mrussell@kisingercampo.com>
Subject: FW: Proposed Field Directive #9

12/03/04 04:18
PM

Hector,

I am forwarding this e-mail from Mike Crumpton to you.

Thanks,

Duncan

From: Michael Crumpton [mailto:MCrumpton@leegov.com]
Sent: Thursday, December 02, 2004 4:26 PM
To: dstclair@cella.cc
Cc: Betsy Rowan
Subject: Proposed Field Directive #9

Duncan,

Please ask Hector to provide a breakdown on how the \$842.95 labor cost was derived. We need this info before we can proceed with processing.

Thanks,
Mike

LEE COUNTY CONSTRUCTION CONTRACT
FIELD DIRECTIVE CHANGE

NO.: 10

Project No.: 12001 Bid No.: B-04-06 Contract No.: 2757

Contract/Project Name: US BUISNESS 4 FROM MARIANA AVE. TO LITTLETON RD.

Contractor: APAC SOUTHEAST, INC.

Request By: HECTOR LOUZAO, JR Date of Request: JANUARY 28, 2005

1. Directive: The COUNTY hereby directs and authorizes the following change(s) in the work required by the contract documents be made and the CONTRACTOR is hereby directed to proceed promptly. In the event that as a result of the CONTRACTOR accepting this Field Directive Change, there are determined to be change(s) in the Contract (1) scope, (2) cost, or (3) time. Subsequent to the CONTRACTOR finalizing the change(s) in the work required, and upon receipt and acceptance by the COUNTY of a written and documented claim by the CONTRACTOR, such changes shall be incorporated in a Change Order which is subject to approval by the COUNTY and the CONTRACTOR.

2. Description of the change(s):
UTILITY RELOCATION PLAN REQUIRED HORIZONTAL AND VERTICAL WM DEFLECTIONS BE INSTALLED TO ALLVEVIATE CONFLICT WITH STORM STRUCTURES. EXISTING 12" PVC WM BEGAN CREEPING IN AN EASTWARD DIRECTION JUST NORTH OF S-134. WM IS NOW IN CONFLICT NOT ONLY WITH STORM DRAIN STRUCTURES BUT WITH STORM DRAIN TRUNK LINE ALSO. CONFLICT OCCURS BETWEEN APPROXIMATE STATIONS 231 TO 238. WM REQUIRES RELOCATION APPROX 3 FT (PLUS/MINUS) TO THE WEST TO BE CLEAR OF STORM DRAIN STRUCTURES AND TRUNK LINE IN BETWEEN. REQUEST TO INSTALL NEW WM TO ALLEVIATE CONFLICT. ADDITIONAL CONTRACT TIME BASED ON TIME TO LAY PIPE THROUGH ROCK, RELOCATING SPRINT DUCT BANKS SLIGHTLY TO THE WEST AT VARIOUS POINTS FOR NEW WM INSTALLATION, TESTING AND TIE IN.

3. Purpose or Intent of Field directive Change:
DOCUMENT CHANGED WORK SCOPE.

4. Attachments: (List documents supporting change)
ESTIMATE PROPOSAL

5. Not-to-exceed limits applicable to this Field Directive Change:
Unless specifically authorized by the COUNTY by a written amendment to this Field Directive Change, the CONTRACTOR shall not exceed the following limits:

A. Estimated not-to-exceed increase (decrease) in the contract price: \$30,798.05

B. Estimated not-to-exceed increase (decrease) in completion time in calendar days: 15

6. Claim(s) resulting from Field Directive Change
In the event that, as a result of the CONTRACTOR providing or performing the change(s) in the required construction work as set forth in this Field Directive Change, the CONTRACTOR determines that consideration should be given to (1) changing the contract scope, (2) increasing the CONTRACTOR's compensation, or (3) increasing the contract time; the CONTRACTOR shall in accordance with the provisions of Articles 11, 12 and 13 of the Contract Document, submit a written claim to the COUNTY requesting that a Change Order be executed incorporating changes in the (1) contract scope, (2) CONTRACTOR compensation, or (3) contract time as appropriate. Such a claim shall include documentation to support the claim.

It is understood and agreed by the COUNTY in authorizing and by the CONTRACTOR in accepting this Field Directive Change that the following methods shall be used as the basis for considering the issuance of a contract Change Order or any CONTRACTOR claim arising out of this Field Directive Change:

A. Method of Determining Change in Contract Price:

- Time and Materials
- Unit Prices
- Cost plus fixed fee
- Other

B. Method of Determining Change in Contract Time:

- Contractor's Records
- Consultant's Records
- Other

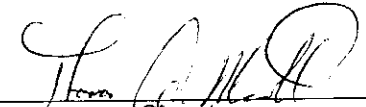
FIELD DIRECTIVE CHANGE NO.: _____ (continued)

7. ACCEPTANCE:

CM
2/4/05
BR-2-1105

COUNTY AUTHORIZATION

By THOMAS A. MAMOTT
Printed Name

By 
Signature

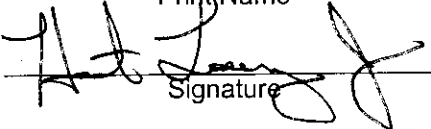
Title/Position ENGINEER MANAGER 2

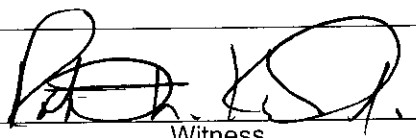
Date 2/4/05

CONTRACTOR AUTHORIZATION

By APAC SOUTHEAST, INC.
Contractor's Business Name

By HECTOR LOUZAO, JR
Print Name

By 
Signature


Witness

Title/Position PROJECT MANAGER

Date 1-31-05

Corporate Seal (Affix if applicable, if not enter "None")

Copies Distributed to:

- Contractor (Signed Original)
- Director Project Sponsoring Department (Signed Original)
- Project Manager
- Consultant (if applicable)
- Contracts Management

ESTIMATE PROPOSAL - RELOCATE 12" WM STA 131 TO 138

Project: SR 739 (OLD US-41 NORTH)

APAC ITEM NO.	COUNTY ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT		
ADDITIONS								
218	1	INSTALL 12" DIP CL50 WM	700	LF	34.00	23,800.00	35.00	24,500.00
233	16	CONNECT TO EXISTING 12" WM	2	EA	1,800.00	3,600.00	1,854.00	3,708.00
236	19	REMOVE/GROUT EXIST 12" WM	700	LF	4.80	3,360.00	4.95	3,465.00
240	23	INSTALL AND RECONNECT 2" PE SERVICE	1	EA	908.00	908.00	935.25	935.25
N/A	N/A	6" FIRE MAIN CONNECTION AT LIBRARY	1	EA	1,984.84	1,984.84	2,044.39	2,044.39
DEDUCTIONS								
224	7	DEFLECT 12" WM UNDER STRUCTURE	3	EA	2,800.00	(8,400.00)	2,884.00	(8,652.00)
224	7	ACTUAL COST OF LABOR AND MATERIALS FOR VERTICAL DEFLECTIONS CONSTRUCTED & TESTED BUT NOT INSTALLED.	3	EA	2,252.56	6,757.68	2,320.14	6,960.41
224	7	25% OF UNIT PRICE PREVIOUSLY INVOICED AND PAYED FOR VERTICAL DEFLECTIONS CONSTRUCTED & TESTED BUT NOT INSTALLED.	3	EA	700.00	(2,100.00)	721.00	(2,163.00)
TOTAL						29,910.52		30,798.05

ADDITIONS

ABOVE FIGURES REPRESENT COST TO INSTALL APPROX 700 LF OF NEW 12" WM TO BYPASS EXISTING 12" WM IN CONFLICT WITH STORM DRAIN TRUNK LINE BETWEEN S-134 AND S-138. PRESSURE TEST CHLORINATE AND CLEAR NEW WM. MAKE CONNECTIONS AT EACH END AND MAKE CONNECTIONS FOR LIBRARY 6" FIRE MAIN AND 2" WATER SERVICE. ALSO INCLUDES COST FOR REMOVAL OF CONFLICT WM

DEDUCTIONS

ABOVE FIGURES REPRESENT COST TO BE CREDITED BACK TO OWNER MINUS COST OF PREVIOUSLY CONSTRUCTED AND TESTED VERTICAL DEFLECTIONS. VERTICAL DEFLECTIONS WERE BUILT BUT NOT INSTALLED. OWNER PREVIOUS PAYMENT OF 25% OF UNIT PRICE DOES NOT COVER COST OF LABOR AND MATERIALS FOR CONSTRUCTION OF VERTICAL DEFLECTIONS. COST ADJUSTMENT SHOWN.

DISCLAIMER: APAC-SOUTHEAST, INC. SHALL NOT HOLD LEE COUNTY DEPARTMENT OF TRANSPORTATION LIABLE FOR ANY CLAIMS RESULTING FROM THE ABOVE REFERENCE CHANGE ORDER.