

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

Blue Sheet No. 20050655

**1. ACTION REQUESTED/PURPOSE:** Approve Supplemental Task Authorization No. 6 to Johnson Engineering, Inc. in the amount of \$71,785.00 under CN-03-07 MISCELLANEOUS PROFESSIONAL SERVICES, Contract No. 2492, for Eastbound to Northbound Dual Left lanes at Summerlin & McGregor. This CIP project was anticipated and funds are available within the budget.

**2. WHAT ACTION ACCOMPLISHES:** Provides Lee County with an engineer for the preparation of plans and specifications necessary to comply with the Lee County Department of Transportation and the Florida Department of Transportation.

**3. MANAGEMENT RECOMMENDATION:** Approval recommended.

<b>4. Departmental Category:</b> 09 <i>C9A</i>		<b>5. Meeting Date:</b> <i>05-31-2005</i>
<b>6. Agenda:</b> <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	<b>7. Requirement/Purpose: (specify)</b>	
	<input type="checkbox"/> Statute	<input type="checkbox"/> Ordinance
	<input checked="" type="checkbox"/> Admin. Code <i>AC-4-4</i>	<input type="checkbox"/> Other
	<b>8. Request Initiated:</b> Commissioner _____ Department <i>Transportation</i> Division _____ By: <i>Scott Gilbertson, Director</i>	

**9. Background:**  
On June 3, 2003, the Board approved the selection of eighteen (18) Consultants, which included Johnson Engineering, Contract No. 2492, for MISCELLANEOUS PROFESSIONAL SERVICES and authorized staff to negotiate hourly rates and independent costs with these firms. After final negotiations, the agreements were executed by the Chairman on behalf of the Board.

The Department of Transportation is requesting approval of Supplemental Task Authorization No. 6 to Johnson Engineering, Inc. in the amount of \$71,785.00 for the Eastbound to Northbound Dual Left – Summerlin-McGregor.

Funds are available in the following account string: 20666530700.506510

Attachment: Two (2) Original STA's for execution.

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services			County Manager/P.W. Director
					Analyst	Risk	Grants	
<i>5/11/05</i>	<i>5/11/05</i>	<i>NIA</i>	<i>5/11/05</i>	<i>5/11/05</i>	<i>RK Foreman 5/16</i>	<i>5/11/05</i>	<i>5/17/05</i>	<i>5-11-05</i>

**11. Commission Action:**  
 Approved  
 Deferred  
 Denied  
 Other

Rec. by CoAtty
Date: <i>5/11/05</i>
Time: <i>2:15</i>
Forwarded To: <i>5-16-05</i>

RECEIVED BY COUNTY ADMIN: <i>RK</i>
<i>5-16-05</i>
<i>3:30</i>
COUNTY ADMIN FORWARDED TO: <i>1</i>
<i>5-16-05</i>

LEE COUNTY PROFESSIONAL SERVICE/SERVICE PROVIDER AGREEMENT  
CHANGE ORDER/SUPPLEMENTAL TASK AUTHORIZATION

Change Order  
 Supplemental Task Authorization

NO. 6

(A Change Order or Supplemental Task Authorization 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 for Expenditures over \$50,000)

CONTRACT/PROJECT NAME Miscellaneous Professional Services  
(EB to NB Dual Left - Summerlin-McGregor)

CONSULTANT Johnson Engineering, Inc. PROJECT NO. 6665

SOLICIT NO.: CN 03-07 CONTRACT NO. 2492 ACCOUNT NO. 506653000

REQUESTED BY: Don DeBerry DATE OF REQUEST: April 14, 2005 506510

Upon the completion and execution of this Change Order or Supplemental Task Authorization by both parties the Consultant/Provider is authorized to and shall proceed with the following:

- EXHIBIT "CO/STA-A: SCOPE OF PROFESSIONAL SERVICE: DATED: April 14, 2005
- EXHIBIT "CO/STA-B: COMPENSATION & METHOD OF PAYMENT: DATED: April 14, 2005
- EXHIBIT "CO/STA-C: TIME AND SCHEDULE OF PERFORMANCE: DATED: April 14, 2005
- EXHIBIT "CO/STA-D: CONSULTANT'S/PROVIDERS ASSOCIATED SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: April 14, 2005
- EXHIBIT "CO/STA-E: PROJECT GUIDELINES AND CRITERIA: DATED: April 14, 2005

It is understood and agreed that the acceptance of this modification by the CONSULTANT/PROVIDER constitutes an accord and satisfaction.

RECOMMENDED:

ACCEPTED:

COUNTY APPROVAL:

By: Amelia H. Davis 5-6-05  
Department Director Date

By: Gary R. Buell  
Consultant/Provider

By: \_\_\_\_\_  
Department Director  
(Under \$25,000)  
Date Approved: \_\_\_\_\_

By: Candace Rye 4/27/05  
Contracts Mgmt Date

Date Accepted: 4-19-05

Corporate Seal

By: \_\_\_\_\_  
County Manager (Between  
(\$25,000 and under \$50,000)  
Date Approved: \_\_\_\_\_

APPROVED:

By: \_\_\_\_\_  
\*County Attorney's Office Date

By: \_\_\_\_\_  
Chairman  
Board of County Commissioners  
Date Approved: \_\_\_\_\_

\*County Attorney signature needed for **over** Board level expenditures only.

CHANGE ORDER AGREEMENT No. \_\_\_\_\_

or

SUPPLEMENTAL TASK AUTHORIZATION No. 6

EXHIBIT "CO/STA-A"

Date: April 14, 2005

SCOPE OF PROFESSIONAL SERVICES

for Miscellaneous Professional Services (EB to NB Dual Left – Summerlin-McGregor)

SECTION 1.00 CHANGE(S) TO PROFESSIONAL SERVICES

The "Scope of Professional Services" as set forth in Exhibit "A" of the Professional Services Agreement, or Service Provider Agreement, referred to hereinbefore is hereby supplemented, changed or authorized, so that the CONSULTANT or SERVICE PROVIDER, shall provide and perform the following professional services, tasks, or work as a supplement to, change to, or authorized to, the scope of services previously agreed to and authorized:

This Exhibit forms an integral part of the agreement between the Lee County (hereinafter referred to as the COUNTY) and Johnson Engineering, Inc. (hereinafter referred to as the CONSULTANT) relative to the EB TO NB DUAL LEFT – SUMMERLIN-McGREGOR.

SECTION 1 GENERAL SCOPE STATEMENT

The CONSULTANT will provide and perform the following professional services which will constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms and provisions of this PROFESSIONAL SERVICES AGREEMENT.

The purpose of this Exhibit is to describe the Scope of Services and the responsibilities of the CONSULTANT and the COUNTY in connection with the preparation of plans and specifications necessary to comply with the Lee County Department of Transportation and the Florida Department of Transportation.

General Information

The CONSULTANT will perform those services required for the intersection improvements described above. It will be the CONSULTANT'S responsibility to utilize sound engineering judgment, practices, and principles possible during the execution of the work commissioned under this contract.

The project limits extend from John Morris Road to the Sanibel Causeway Toll Plaza buildings and include the addition of an eastbound to northbound left turn lane including modifications of the existing signal to accommodate the new dual left operation.

The CONSULTANT will be aware that as a project is developed, certain minor modifications and/or improvements to the original recommendation may be required. The CONSULTANT is to incorporate these refinements into the design and will consider this effort to be an anticipated and integral part of the work. This will not be the basis for any supplemental fee request(s).

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The CONSULTANT will respond to third party requests for information relative to the project or services being performed at the direction and with the approval of the COUNTY.

The CONSULTANT will demonstrate good project management practices while working on this project. This includes communication with the COUNTY and others as necessary, management of time and resources, and documentation. The CONSULTANT will set up and maintain throughout the design of the project a contract file in accordance to COUNTY procedures.

It is understood by the CONSULTANT that this project is being completed in accordance with current Florida Department of Transportation (FDOT) requirements and will be reviewed by the FDOT at the request of the COUNTY.

The COUNTY will provide contract administration, management services, and technical reviews of all work associated with the development and preparation of the study. The COUNTY will provide job specific information and/or functions as outlined in this contract.

The general objective of this effort is to provide the engineering, permitting applications, plans and specifications necessary to allow the COUNTY to construct the proposed improvements.

## **SECTION 2 TASKS**

Pursuant to the GENERAL SCOPE of the BASIC SERVICES stated herein above, the CONSULTANT will perform all services and/or work necessary to complete the following task(s) and/or items set forth in EXHIBIT "B" entitled "COMPENSATION AND PAYMENT".

### **Task Index**

- Task 1 – Survey
- Task 2 – Geotechnical and Pavement Design
- Task 3 – Roadway Design
- Task 4 – Drainage Design and Permitting
- Task 5 – Signal Modifications
- Task 6 – Specifications and Cost Estimates
- Task 7 – Meetings and Coordination

### **Task 1 – Survey**

The CONSULTANT shall complete a detailed topographic survey of the entire PROJECT LIMITS. The survey shall be completed in accordance with current FDOT and shall provide information sufficient to complete the PROJECT. The survey shall include, but not be necessarily limited to:

- Geodetic Baseline Control
- Alignment
- Reference Points
- Bench Levels
- Topography
- Roadway Cross-Sections
- Side Street Surveys

The limits of the Survey shall begin at the intersection of John Morris Road and Summerlin Road and continue east to a point west of the existing Sanibel Causeway Toll Plaza buildings. This Survey effort shall be coordinated with an existing survey currently being completed by the Lee County Department of Transportation for proposed landscaping along Summerlin Road. This survey shall also include a portion of McGregor Road and Shell Point Road, extending approximately 600 feet south of Summerlin Road

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## **Task 2 – Geotechnical and Pavement Design**

The CONSULTANT shall complete geotechnical investigations within the PROJECT LIMITS. The effort will include investigations related to both the proposed pavement design and the use of the existing signal mast arms.

The CONSULTANT shall provide subsurface testing and analysis in sufficient detail to allow for the pavement design of the proposed additional turn lane and shall provide the calculations necessary for a complete pavement design in accordance with the current Florida Department of Transportation procedures.

The CONSULTANT shall provide subsurface testing and analysis required to determine the structural sufficiency of the existing mast arms to allow for the placement of an additional signal head. Should the existing mast arm not be adequate, the CONSULTANT will notify the COUNTY of the most cost-effective method to accommodate the additional left turn movement.

## **Task 3 – Roadway Design**

The CONSULTANT shall prepare plans for use by the COUNTY in the permitting, bidding and construction of the PROJECT. The plans shall include, but not necessarily be limited to:

- Key Sheet
- Summary of Quantities
- Summary of Pay Items
- Roadway Plan and Profile Sheets
- Cross-Sections
- Signing and Marking Plans
- Traffic Control Plans
- Sidewalk Profiles
- Erosion Control and SWPPP
- Roadway Soil Survey Sheets
- Utility Adjustment Sheets

The CONSULTANT shall provide to the COUNTY plan review submittals at the following completion intervals:

- 30% (Phase I)
- 60% (Phase II)
  - Preliminary Quantities and Cost Estimate
- 90% (Phase III)
  - Quantities and Cost Estimate
  - Preliminary Specifications and Special Provisions
- 100% (Phase IV)
  - Quantities and Cost Estimate
  - Specifications and Special Provisions
- Final
  - Plans and Specifications Complete

As a part of the roadway plans, additional plans will be prepared indicating the location of a proposed underground conduit to be utilized by the Lee County Department of Transportation for a future fiber-optic cable. These plan sheets will extend from John Morris Road to west of the existing Sanibel Causeway Toll Plaza buildings and are anticipated to be formatted as double plan view sheets.

## **Task 4 – Drainage Design and Permitting**

### **Drainage Design**

The CONSULTANT shall provide the analysis and calculations necessary to provide stormwater runoff capacity that meets the current requirements of the FDOT. It is anticipated that no off-site treatment facilities will be required as a result of these improvements.

### Permitting

The CONSULTANT shall attend a pre-application meeting with the South Florida Water Management District (SFWMD) staff to discuss the required permitting for this project. It is anticipated that SFWMD will require water quality treatment for the added impervious area. The CONSULTANT will prepare and submit drainage design calculations, SFWMD permit applications and supporting documentation for the PROJECT to SFWMD. The calculations and documentation shall be completed in sufficient detail to address SFWMD concerns expressed in the pre-application meeting.

Mitigation is not anticipated as a part of this effort.

### **Task 5 – Signal Modifications**

The CONSULTANT shall complete computations and prepare plans for the modification of the existing traffic signal to accommodate the addition of a separate dual left lane. This effort will include the addition of a signal head to accommodate an additional eastbound left turn lane. Any existing equipment identified as worn or missing will be identified and replaced. Existing signal heads will be modified and realigned as necessary to accommodate the new geometry. New detection loops will be designed to accommodate the additional turn lane. It is assumed the existing box span/strain pole configuration is to remain in place and will be analyzed using the FDOT ATLAS strain pole program. No other modifications to the existing system will be provided as a part of this effort including replacement of the existing system, upgrading the existing system to new standards, or interconnections to ITS or fiber optic networks.

### **Task 6 – Specifications and Cost Estimates**

#### Specifications

The CONSULTANT shall prepare specifications and special provisions as required to adequately describe the PROJECT and in accordance with Lee County Department of Transportation and Florida Department of Transportation.

#### Cost Estimates

The CONSULTANT shall provide estimates of construction costs to the COUNTY concurrent with the Phase II, Phase III and Phase IV plan submittals. This effort shall include the completion of Computation Books detailing the various items of work identified necessary for the PROJECT.

### **Task 7 – Meetings / Subconsultant Coordination**

The CONSULTANT shall attend the following meetings:

- Periodic Meetings with the COUNTY to discuss the status of the PROJECT.
- Two meetings with the SFWMD to discuss permitting of the PROJECT.
- One meeting with the FDOT to discuss issues related to the PROJECT.

This effort shall include the coordination efforts with subconsultants and utility agencies as required to complete the PROJECT.

### **Services to be Provided by the COUNTY**

The following services are to be provided by the COUNTY:

- Traffic Counts
- Turning movement counts including queue length information

### **Assumptions**

- No services have been included for the relocation of the existing mast arm (should it be determined it is not sufficient for the additional signal head).

- No services have been included for the analysis and development of signal interconnects with adjacent signals.
- No Services have been included to accommodate mitigation requirements.

CHANGE ORDER AGREEMENT No. \_\_\_\_\_

or

SUPPLEMENTAL TASK AUTHORIZATION No. 6

EXHIBIT "CO/STA-B"

Date: April 14, 2005

COMPENSATION AND METHOD OF PAYMENT

for Miscellaneous Professional Services (EB to NB Dual Left – Summerlin-McGregor)

SECTION 1.00 CHANGE(S) IN COMPENSATION

The compensation the CONSULTANT, or SERVICE PROVIDER, shall be entitled to receive for providing and performing the supplemented, changed or authorized services, tasks, work as set forth and enumerated in the Scope of Services set forth in this CHANGE ORDER OR SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", attached hereto shall be as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "S/COA-A". In accordance with Professional Services Agreement Article 5.03(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
1	Survey	\$31,631.00	LS	W.I.P.P.
2	Geotechnical and Pavement Design	\$ 4,500.00	NTE	W.I.P.P.
3	Roadway Design	\$21,790.00	LS	W.I.P.P.
4	Drainage Design and Permitting	\$ 4,424.00	LS	W.I.P.P.
5	Signal Modifications	\$ 4,500.00	LS	W.I.P.P.
6	Specifications and Cost Estimates	\$ 1,708.00	LS	W.I.P.P.
7	Meetings / Subconsultant Coordination	\$ 3,232.00	LS	W.I.P.P.
TOTAL (Unless list is continued on next page)		\$71,785.00	LS	W.I.P.P.

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CHANGE ORDER AGREEMENT No. \_\_\_\_\_

or

SUPPLEMENTAL TASK AUTHORIZATION No. 6

SECTION 2.00 SUMMARY OF CHANGE(S) IN COMPENSATION

Pursuant to and in consideration of the change(s) in the Scope of Professional Services set forth in the CHANGE ORDER or AGREEMENT, Exhibit "CO/STA-A", the compensation the COUNTY has previously agreed to pay to the CONSULTANT, or SERVICE PROVIDER, as set forth in Exhibit "B" of the Professional Services Agreement, or Service Provider Agreement shall be changed to be as follows:

Section/ Task Number	Section/Task Name	Compensation In the Basic Agreement	Adjustment(s) by Previous CO or STA Nos. 1-5	Adjustment(s) Due to this CO or STA	Summary of Changed Compensation
1	Briarcliff Weir Post- Design Services		\$ 13,500.00		\$13,500.00
2	Gladiolus Widening Wetland Boundary		\$ 1,300.00		\$ 1,300.00
3	Veterans Pkwy Surplus Parcel Evaluation		\$ 24,975.00		\$24,975.00
4	Powell Creek Bypass Filter Marsh		\$226,589.84		\$226,589.84
5	Powell Creek Siltration		\$ 26,000.00		\$26,000.00
6	Summerlin Road – McGregor Boulevard Intersection			\$71,785.00	\$71,785.00
TOTAL			\$292,364.84 \$266,390.84	\$71,785.00	\$364,149.84

CHANGE ORDER AGREEMENT No. \_\_\_\_\_  
 or  
 SUPPLEMENTAL TASK AUTHORIZATION No. 6

EXHIBIT "CO/STA-C"

Date: April 14, 2005

TIME AND SCHEDULE OF PERFORMANCE

for Miscellaneous Professional Services (EB to NB Dual Left – Summerlin-McGregor)

SECTION 1.00 CHANGES FOR THIS CHANGE ORDER OR SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT

The time and schedule of completion for the various phases or tasks required to provide and perform the services, tasks, or work set forth in this CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", entitled "Scope of Professional Services" attached hereto is as follows:

Phase and/or Task Reference as Enumerated in EXHIBIT "A"	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days For Completion from Date of Notice to Proceed For this CO or STA
1	Survey	45	45
2	Geotechnical and Pavement Design	Included with Task 1	Included with Task 1
3	Roadway Design- PH I	20	65
	Roadway Design – PH II (Incl. Review)	90	155
	Roadway Design – PH III (Incl. Review)	50	205
	Roadway Design – PH IV (Incl. Review)	40	245
	Roadway Design – Final	10	255
4	Drainage and Permitting	Included with Task 3	Included with Task 3
5	Signal Modification	Included with Task 3	Included with Task 3
6	Specifications and Cost Estimates	Included with Task 3	Included with Task 3
7	Meetings / Subconsultant Coordination	Included with Task 3	Included with Task 3

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CHANGE ORDER AGREEMENT No. \_\_\_\_\_

or

SUPPLEMENTAL TASK AUTHORIZATION No. 6

EXHIBIT "CO/STA-C"

Date: April 14, 2005

TIME AND SCHEDULE OF PERFORMANCE

for Miscellaneous Professional Services (EB to NB Dual Left – Summerlin-McGregor)

SECTION 2.00

SUMMARY OF THE IMPACT OF CHANGE(S) IN PROFESSIONAL SERVICES ON THE OVERALL PROJECT TIME AND SCHEDULE OF PERFORMANCE

Pursuant to and in consideration of the changes in the Scope of Professional Services in this CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", the time and schedule the COUNTY and the CONSULTANT, or SERVICE PROVIDER, has previously agreed to for all of the work to be done under this Professional Services Agreement, or Service Provider Agreement, shall be changed to be as follows:

Phase and/or Task Reference as Enumerated in EXHIBIT "A" and EXHIBIT "CO/STA-A"	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days For Completion from Date of Notice to Proceed
1	Briarcliff Weir Post-Design Services	0	0
2	Gladiolus Widening Wetland Boundary	---	---
3	Veterans Pkwy Surplus Parcel Evaluation	105	105
4	Powell Creek Bypass Filter Marsh	1092	1197
5	Powell Creek Siltration	240	1437
6	Summerlin Rd. – McGregor Blvd. Intersection	255	1692

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CHANGE ORDER AGREEMENT No. \_\_\_\_\_

or

SUPPLEMENTAL TASK AUTHORIZATION No. 6

EXHIBIT "CO/STA-D"

Date: April 14, 2005

CONSULTANTS, OR SERVICE PROVIDER'S, ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

for Miscellaneous Professional Services (EB to NB Dual Left – Summerlin-McGregor)

CONSULTANT, or SERVICE PROVIDER, intends to engage the following sub-consultant(s) and/or sub-contractor(s) to assist the CONSULTANT, or SERVICE PROVIDER, in providing and performing the services, tasks, or work required under this CHANGE ORDER, or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT.

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise, (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
Geotechnical	Ardaman & Associates, Inc. 9970 Bavaria Road Fort Myers, FL 33913		X			X
Signal Modifications	Metro Transportation Group, Inc. 12651 McGregor Boulevard, Ste. 4-403 Fort Myers, FL 33919		X			X

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CHANGE ORDER AGREEMENT No. \_\_\_\_\_

or

SUPPLEMENTAL TASK AUTHORIZATION No. 6

EXHIBIT "CO/STA-E"

Date: April 14, 2005

PROJECT GUIDELINES AND CRITERIA

for Miscellaneous Professional Services (EB to NB Dual Left – Summerlin-McGregor)

As a supplement, or change, to the Project Guidelines and Criteria set forth in the Professional Services Agreement, or Service Provider Agreement, Exhibit "E", the COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget, and/or Requirements which shall serve as a guide to the CONSULTANT, or SERVICE PROVIDER, in performing the professional services, tasks, or work to be provided pursuant to the professional services set forth hereinbefore in CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", attached hereto:

ITEM No. 1

None

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