

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

Blue Sheet No. 20050782

1. ACTION REQUESTED/PURPOSE: Approve Change Order No. 3, with Hardesty & Hanover, LLP, under CN-02-14 Sanibel Island Causeway Reconstruction and Replacement of Structure A (Bridge No. 124043), for a total not-to-exceed amount of \$129,716.58. This Change Order was anticipated and funds are available within the budget.

2. WHAT ACTION ACCOMPLISHES: Provides Lee County with a Consultant to provide plans and update maintenance, post-design services, construction assistance, review of shop drawings, construction meetings and HNTB-post design for the Sanibel Cause Reconstruction of Structure A (Bridge No. 124043).

3. MANAGEMENT RECOMMENDATION: Approval recommended.

4. Departmental Category: 09

C9B

5. Meeting Date: *06-28-2005*

6. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

7. Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin. Code *AC-4-4*
- Other

8. Request Initiated:

Commissioner _____
 Department Transportation
 Division _____
 By: Scott Gilbertson, Director

9. Background:

On January 27, 2003, the Board entered into a contract for CN-02-14 Sanibel Island Causeway Improvements, Causeway Reconstruction and Replacement of Structure A, with Hardesty & Hanover, LLP, for a contract amount of \$799,894.63.

Change Order No. 1 was approved by the Board on January 6, 2004 for a design change from a rehabilitation bridge to a total bridge replacement in the not-to-exceed amount of \$589,239.64.

Change Order No. 2 was approved by the Board on December 14, 2004 for complete design services and construction support in the not-to-exceed amount of \$139,560.00.

Approval is required for Change Order No. 3 to allow for plans update and maintenance, post-design services, construction assistance, review of shop drawings, construction meetings and HNTB-post design in the amount of \$129,716.58.

Funds are available in the following account: 20581442121.506510

Attachment: 1) Two (2) Change Orders 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 / Mgr.	
<i>J. J. ...</i>	<i>[Signature]</i>	N/A	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

Rec. by Coatty
 Date: *6/8/05*
 Time: *3:20 PM*
 Forwarded To: *Budget*
6/8/05 4:14 PM

RECEIVED BY COUNTY ADMIN. <i>[Signature]</i>
<i>6-9-05</i>
<i>9:30</i>
COUNTY ADMIN FORWARDED TO: <i>[Signature]</i>
<i>6/9/05</i>
<i>3:20</i>

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

Change Order NO.: 3
 Supplemental Task Authorization

(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: Sanibel Causeway Improvements:
Causeway Reconstruction and Replacement of
Structure A (Bridge No. 124043)

CONSULTANT: Hardesty & Hanover, LLP PROJECT NO.: 205814
SOLICIT NO.: CN02-14 CONTRACT NO.: 2318 ACCOUNT NO.: 20581492121-500510
REQUESTED BY: PWW DATE OF REQUEST: May 24, 2005

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: May 24, 2005
- EXHIBIT "CO/STA-B: COMPENSATION & METHOD OF PAYMENT: DATED: May 24, 2005
- EXHIBIT "CO/STA-C: TIME AND SCHEDULE OF PERFORMANCE: DATED: May 24, 2005
- EXHIBIT "CO/STA-D: CONSULTANT'S/PROVIDERS ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: May 24, 2005
- EXHIBIT "CO/STA-E: PROJECT GUIDELINES AND CRITERIA: DATED: May 24, 2005

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

RECOMMENDED:
By: [Signature]
Department Director Date
By: [Signature] 6/2/05
Contracts Mgmt Date

ACCEPTED:
By: [Signature]
Consultant/Provider
(Print Name) [Name]
Date Accepted: _____
Corporate Seal

COUNTY APPROVAL:
By: _____
Department Director
(Print Name) _____
(Under \$25,000)
Date Approved: _____
By: _____
County Manager (Between
(\$25,000 and under \$50,000)
Date Approved: _____
By: _____
Chairman
Board of County Commissioners
Date Approved: _____

APPROVED:
By: _____
*County Attorney's Office Date

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

- CHANGE ORDER AGREEMENT No. 3
or
 SUPPLEMENTAL TASK AUTHORIZATION No. _____

EXHIBIT "CO3-A"

Date: May 24th, 2005

SCOPE OF PROFESSIONAL SERVICES

for

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:

The CHANGE ORDER AGREEMENT (CO) No. 3 provides changes and supplemental services under "Sanibel Causeway Improvements: Causeway Reconstruction and Replacement of Structure A (Bridge No. 124043)" dated, February 18th, 2005. Contract Number 2318.

The CONSULTANT shall perform all services and/or work necessary to complete the following task pursuant to the General Scope of the Basic Services:

Change Order Agreement No. 3 will provide for fees for Post Design Engineering Services.

TASK CO3-1.00 PLANS UPDATE AND MAINTENANCE

The CONSULTANT shall perform engineering analysis and/or make revisions to original reproducible or special provisions, as requested by the DEPARTMENT, to reflect additions, deletions and/or modifications prior to and subsequent to letting including the modifications require to the Seawall Plans in Bridge A Contract Plans and the Toll Plaza Contract Plans. Whenever original reproducible are changed, the CONSULTANT shall submit to the DEPARTMENT one (1) set of signed and sealed prints of the revised sheets with the revised reproducible. This requirement is in addition to any other reproduction and delivery instruction given by the DEPARTMENT in specific instances.

TASK CO3-2.00 POST-DESIGN SERVICES

The services are intended to address changed conditions that occur following acceptance of final plans. The CONSULTANT shall provide to the DEPARTMENT additional services as required to satisfactorily complete construction. These services are intended to deal with changed conditions or services not covered and are not intended for instances of CONSULTANT errors and/or omissions.

TASK CO3-3.00 CONSTRUCTION ASSISTANCE

The CONSULTANT shall provide to the DEPARTMENT qualified representation during the construction phase to deal with issues concerning the intent and interpretation of the construction contract plans and documents prepared in the work. Should changed conditions be encountered in the field and when requested by the DEPARTMENT, the CONSULTANT shall respond in a timely manner with suitable engineering solutions, which take into account the changed conditions.

This agreement anticipates a maximum of eighty (80) requests for information responses. Each such request is estimated to require two (2) hours.

On site appearance of CONSULTANT shall be made during construction at the request of the DEPARTMENT or its designated representative.

From time to time during construction the CONSULTANT may be requested by the DEPARTMENT or its designated representative to review contractor proposed field changes or to respond with a recommended solution to remedy particular field situations not covered by the plans and specifications.

TASK CO3-4.00 REVIEW OF SHOP DRAWINGS

The CONSULTANT shall review and comment on Shop Drawing submittals until the submittal is in compliance with the design intent.

This agreement anticipates a maximum of fifty (50) shop drawing submittals. Each such submittal is estimated to require five (5) hours.

TASK CO3-5.00 CONSTRUCTION MEETINGS

The CONSULTANT shall attend weekly sub-consultant meetings to coordinate with construction management and DEPARTMENT representatives.

This agreement anticipates a maximum of sixty five (65) sub-consultant meetings. Each such meeting is estimated to require two (2) hours.

The CONSULTANT is required to attend Pre-Utility and Pre-Construction meetings on the project. The CONSULTANT may be required to attend Partnering Meetings if the project is identified as a partnering project.

This agreement anticipates a maximum of ten (10) on-site meetings. Each such meeting is estimated to require eight (8) hours.

TASK CO3-6.00 ROADWAY & MSE WALL POST DESIGN

Roadway, & MSE Wall Post Design services including but not limited to:

- Weekly Project Conference Calls (anticipating 65 meetings @ 2 hours per call)
- Contractor and CEI RFI response (anticipating 20 RFI's @ 4 hours each)
- Shop and submittal drawing reviews
- Permit Modifications
- Plan Revisions
- Technical issue meeting facilitation
- Site visits
- Field engineering reviews

CHANGE ORDER AGREEMENT No. 3
or
 SUPPLEMENTAL TASK AUTHORIZATION No. -

EXHIBIT "CO3-B"

Date: May 24, 2005

COMPENSATION AND METHOD OF PAYMENT

for

**Sanibel Island Causeway Improvements: Causeway
Reconstruction and Replacement of Structure A
(Bridge NO. 124043)**

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, or 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 "CO3-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.)
CO3-1	PLANS UPDATE AND MAINTENANCE	\$21,467.81	NTE	W.I.P.P.
CO3-2	POST-DESIGN SERVICES	\$3,285.06	NTE	W.I.P.P.
CO3-3	CONSTRUCTION ASSISTANCE	\$14,150.00	NTE	W.I.P.P.
CO3-4	REVIEW OF SHOP DRAWINGS	\$20,216.11	NTE	W.I.P.P.
CO3-5	CONSTRUCTION MEETINGS	\$32,542.45	NTE	W.I.P.P.
CO3-6	HNTB- POST DESIGN	\$38,055.14	NTE	W.I.P.P.
TOTAL		\$129,716.58	NTE	

(Unless list is continued on next page)

CHANGE ORDER AGREEMENT No. 3
or
 SUPPLEMENTAL TASK AUTHORIZATION No. _____

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. _____	Adjustment(s) Due to this CO or STA	Summary of Changed Compensation
1A	Bascule Span Prelim Eng.	\$62,080.00	(\$406.58)		\$61,673.42
1B	Approach Span Rdwy. Prel. Eng.	\$39,514.27	(\$29,104.34)		\$10,409.93
1C	Cathodic Prot. System Analysis	\$38,438.82	(\$810.98)		\$37,627.84
1D	Geotechnical Services	\$49,677.75	(\$49,677.75)		\$0
2A	Bascule Span Final Plans	\$247,390.00	(\$247,390.00)		\$0
2B	Approach Span Final Plans	\$182,635.54	(\$182,635.54)		\$0
2C	Cathodic Prot. Final Plans	\$52,398.56	(\$52,398.56)		\$0
2D	Approach Spans widening	\$73,851.33	(\$73,851.33)		\$0
3	Public Involvement	\$14,463.94	(\$14,463.94)		\$0
4	Expenses	\$39,444.42	(\$19,310.89)		\$20,133.53
CO1-1	Repair & Rehab Span A (Demob & Prelim Eng)		\$0		\$0
CO1-2	Design Survey		\$33,923.30		\$33,923.00
CO1-3	Geotech. Survey		\$109,722.00		\$109,722.00
CO1-4	Roadway Plans		\$423,664.88		\$423,664.88
CO1-5	Structure Plans		\$567,786.00		\$567,786.00
CO1-6	Project Management		\$93,780.00		\$93,780.00
CO1-7	Public Involvement		\$14,463.94		\$14,463.94
CO1-8	Expenses		\$15,949.43		\$15,949.43
CO2-1	Aesthetic Task Force		\$78,700		\$78,700

	Committee				
CO2-2	Redesign Substructure		\$20,860		\$20,860
CO2-3	PDA Services – Pile Monitoring		\$40,000		\$40,000
CO3-1	Plans Update and Maintenance			\$21,467.81	\$21,467.81
CO3-2	Post Design Services			\$3,285.06	\$3,593.33
CO3-3	Construction Assistance			\$14,150.00	\$15,306.67
CO3-4	Review of Shop Drawings			\$20,216.11	\$22,166.67
CO3-5	Construction Meetings			\$32,542.45	\$34,038.67
CO3-6	HNTB –Post Design			\$38,055.14	\$38,055.14
Total		\$799,894.63	\$728,799.64	\$129,716.58	\$1,658,410.85

ATTACHMENT NO. 1 TO EXHIBIT CO3-B

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

For

**CAUSEWAY RECONSTRUCTION and REPLACEMENT of
STRUCTURE A (Bridge No. 124043)
SANIBEL ISLAND CAUSEWAY IMPROVEMENTS**

CONSULTANT OR SUB-CONSULTANT NAME HNTB.

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
HNTB Post Design Project Manager Chief Engineer Senior Engineer Project Engineer Engineer Senior Technician Technician	\$45.00 \$52.00 \$39.00 \$33.00 \$29.00 \$25.00 \$22.00	2.83 2.83 2.83 2.83 2.83 2.83 2.83	\$127.35 \$147.16 \$110.37 \$ 93.39 \$ 82.07 \$ 70.75 \$ 62.26

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

CHANGE ORDER AGREEMENT No. 3
or
 SUPPLEMENTAL TASK AUTHORIZATION No. _____

EXHIBIT "CO3-D"

Date: May 24, 2005

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

For Sanibel Island Causeway Improvements: Causeway Reconstruction and Replacement of Structure A

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.

(If none, enter the word "none" in the space below.)

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
HNTB Post-Design Services	HNTB 10210 Highland Manor Drive, Suite 140 Tampa, FL 33610-9150		X		X	

CHANGE ORDER AGREEMENT No. 3

or

SUPPLEMENTAL TASK AUTHORIZATION No. _____

EXHIBIT "CO3-E"

Date: May 24, 2005

PROJECT GUIDELINES AND CRITERIA

for Sanibel Island Causeway Improvements: Causeway Reconstruction and Replacement of Structure A

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:

(If none, enter the word "None" in the space below.)

ITEM No. 1

NONE