

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

Blue Sheet No. 20050947

**1. ACTION REQUESTED/PURPOSE:** Approve Supplemental Task Authorization (STA) No. 8 under CN-03-07 Miscellaneous Professional Services to Johnson Engineering, Inc., in the amount of \$204,844.80 for Alico Road Improvements – Construction Engineering and Inspection Extension. This STA was anticipated and funds are available within the budget.

**2. WHAT ACTION ACCOMPLISHES:** Provides Lee County with a Consultant which shall be responsible for all construction, engineering, inspection and administrative functions for Alico Road Improvements. Consultant shall utilize control procedures so that the construction of the project is performed in conformity with the plans, specifications and contract provisions.

**3. MANAGEMENT RECOMMENDATION:** Staff recommends approval.

<b>4. Departmental Category:</b> 09 <span style="float:right; font-size: 2em;">CQC</span>		<b>5. Meeting Date:</b> 08-02-2005
<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 AC-4-4 <input type="checkbox"/> Other	<b>8. Request Initiated:</b> Commissioner _____ Department Transportation Division _____ By: Scott Gilbertson, Director

**9. Background:**

On June 3, 2003 the Board approved the selection of eighteen (18) Consultants, which included Johnson Engineering, Contract No. 2492, for CN-03-07 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.

Previous STA's were approved under CN-97-01 as follows:

- STA #23 in the amount of \$8,500.00
- STA #24 in the amount of \$653,278.78
- STA #30 in the amount of \$857,217.12

The Department of Transportation is requesting approval of Supplemental Task Authorization No. 8 to Johnson Engineering for the Alico Road Improvements – Construction Engineering and Inspection Extension in the amount of \$204,844.80, for a total amount to date of \$1,723,840.70.

Funds are available in account string: 20403030700.506510

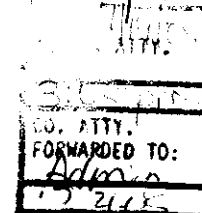
Attachment: 1) Three (3) original Supplemental Task Authorizations for execution.

**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. J.</i>			<i>SAV GPs</i>		<i>7/22/05</i>	<i>7/22/05</i>	<i>7/22/05</i>	<i>7/22/05</i>	<i>J. J. J. 6-30-05</i>

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other



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

Change Order  
 Supplemental Task Authorization

NO. 8

(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 (Alico Road Improvements -- Construction Engineering and Inspection Extension)

CONSULTANT Johnson Engineering, Inc. PROJECT NO. 4030

SOLICIT NO.: CN 03-07 CONTRACT NO. 2492 ACCOUNT NO. \_\_\_\_\_

REQUESTED BY: Nicole Maxey DATE OF REQUEST: June 20, 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: June 20, 2005

EXHIBIT "CO/STA-B": COMPENSATION & METHOD OF PAYMENT: DATED: June 20, 2005

EXHIBIT "CO/STA-C": TIME AND SCHEDULE OF PERFORMANCE: DATED: June 20, 2005

EXHIBIT "CO/STA-D": CONSULTANT'S/PROVIDERS ASSOCIATED SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: June 20, 2005

EXHIBIT "CO/STA-E": PROJECT GUIDELINES AND CRITERIA: DATED: June 20, 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]  
Contracts Mgmt Date

APPROVED:

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

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

ACCEPTED:

By: [Signature]  
Consultant/Provider

Date Accepted: 6-20-05

Corporate Seal

COUNTY APPROVAL:

By: \_\_\_\_\_  
Department Director  
(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: \_\_\_\_\_

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

or

SUPPLEMENTAL TASK AUTHORIZATION No. 8

EXHIBIT "CO/STA-A"

Date: June 20, 2005

SCOPE OF PROFESSIONAL SERVICES

for Alico Road Improvements – Construction Engineering and Inspection Extension

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:

**SCOPE OF SERVICES**

**The following Scope of Services shall supersede that Scope of Services as described in STA No. 30 dated March 3, 2003 from Solicit No. 97-01, Contract No. 105.**

The CONSULTANT shall provide and perform the following professional services which shall constitute the

GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this

PROFESSIONAL SERVICES AGREEMENT:

This statement of work describes and defines the services which are required for construction, engineering, inspection and contract administration for the **ALICO ROAD IMPROVEMENTS**.

The CONSULTANT shall be responsible for all construction, engineering, inspection and administrative functions as defined in this Exhibit "A". The CONSULTANT shall utilize control procedures so that the construction of the hereinafter listed projects is performed in conformity with the plans, specifications and contract provisions for such projects.

The CONSULTANT shall not be responsible for the construction documents including the plans titled "Alico Road Improvements" for Lee County (Project No. 4030) and specifications prepared by the Engineer of Record.

The Engineer of Record prepared and submitted all required permit applications and other supportive information in assisting the County to obtain all reviews, approvals and permits with respect to the Engineer of Record's design, drawings and specifications required by any governmental body having authority over the project. The Engineer of Record shall be similarly responsible for preparing and submitting all required applications and other supportive information necessary to assist the COUNTY in obtaining any renewals and/or extensions of reviews, approvals or permits that may be required while this Agreement is in effect. This paragraph will supersede the CONSULTANT's requirements regarding "PERMITS" under Article 3.10 of this Agreement.

*Handwritten signature or initials*

The CONSULTANT shall provide personnel meeting the requirements set forth in Section 6.0 of this Exhibit "A" in sufficient numbers and at the proper times so that the responsibilities assigned under this Agreement are effectively carried out. All construction, engineering, inspection and contract administration activities shall be performed in accordance with the established standard procedures and practices of the Lee County Department of Transportation. Prior to furnishing any services, the CONSULTANT shall familiarize himself with those LCDOT standard procedures and practices and with procedures and practices for construction, engineering, inspection and contract administration used by Lee County Department of Transportation.

In order to allow sufficient time for the CONSULTANT to schedule his activities, the COUNTY shall endeavor to provide the CONSULTANT at least 30 calendar days advance notice of the award date of the construction contract. The CONSULTANT shall maintain close coordination with the COUNTY Project Manager and the Contractor in order to minimize rescheduling of the CONSULTANT'S activities due to construction delays or changes in scheduling of the Contractor's activities.

## **SECTION 2 LIAISON**

The CONSULTANT shall be fully responsible for carrying out all functions assigned to it by this Agreement on the construction projects covered by this Agreement. All activities and decisions of the CONSULTANT relating to the project shall be subject to review and concurrence by the County Project Manager.

The CONSULTANT shall provide coordination of all activities, correspondence, reports and other communications related to its responsibilities under this Agreement necessary for the County Project Manager to carry out his responsibilities.

The CONSULTANT shall be advised of the official notice of award of the construction contract and shall be ready to assign personnel within two weeks after notification. No personnel shall be assigned until written notification by the County Project Manager has been issued.

Construction, engineering and inspection forces will be required of the CONSULTANT at all times while the contractor is working on the construction contract. If the construction contract is suspended, the CONSULTANT'S forces will be adjusted at the direction of the County Project Manager to correspond with the type of cessation, either complete or partial.

## **SECTION 3 COOPERATION AND PERFORMANCE OF THE CONSULTANT**

During the term of this Agreement, the County Project Manager will conduct reviews of the various phases of the CONSULTANT'S operations, such as construction, engineering and inspection, materials sampling and testing and administrative activities.

Reviews will be conducted in accordance with existing COUNTY practices on work phases to determine compliance with this Agreement and the sufficiency with which control procedures are being effectively applied to assure that the construction work and administrative activities are performed in reasonable conformity with COUNTY policies, plans, specifications and contract provisions. The CONSULTANT shall cooperate and assist the County Project Manager, or his representatives, in the conduct of the reviews.

When deficiencies are indicated in a review, remedial action shall be immediately implemented by the CONSULTANT in conformance with the County Project Manager's recommendations. In general, remedial action shall be required commensurate with the degree and nature of the deficiencies cited. Remedial actions may include any or all of, but are not necessarily limited to, the following actions:

- 1) Further subdivide assigned inspection responsibilities, reassign inspection personnel or assign additional inspection personnel. The CONSULTANT will comply with this action within one week of notification.
- 2) Replace personnel whose performance has been determined by the County Project Manager to be unsatisfactory. When directed in writing by the County Project Manager, any person whose performance has been determined to be unsatisfactory shall be immediately removed.

- 3) Increase the frequency of job control testing immediately in the appropriate phases of work where such is the responsibility of the CONSULTANT.
- 4) Increase the scope and frequency of all training conducted by the CONSULTANT.

#### **SECTION 4 TASKS**

Pursuant to the GENERAL SCOPE of the BASIC SERVICES stated hereinabove, the CONSULTANT shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to task(s) and/or items set forth in EXHIBIT "B" entitled "COMPENSATION AND METHOD OF PAYMENT".

#### **TASK INDEX**

- 1.00 Ditch Construction
- 2.00 Utility Construction
- 3.00 Roadway Construction
- 4.00 Testing Services (lab work by others)
- 5.00 Items Furnished by the Consultant

A. General: It shall be the responsibility of the CONSULTANT to provide services, as necessary, to administer the construction contracts in the manner so that the projects are constructed in reasonable conformity with the plans, specifications and contract provisions.

The CONSULTANT shall advise the County Project Manager, in writing, of any omissions, substitutions, defects and deficiencies noted in the work of the Contractor and the corrective action taken. The work provided by the CONSULTANT shall, in no way, relieve the Contractor of responsibility for the satisfactory performance of the construction contract.

#### **TASK 1.00 - DITCH CONSTRUCTION**

The CONSULTANT shall provide personnel and services to monitor the contractor's construction of a connector ditch ahead of the Roadway Construction Start date or as directed by the COUNTY Project Manager.

The CONSULTANT shall provide services as outlined in various Sections of this Scope of Services and incorporate the records into the Permanent Project Diary.

#### **TASK 2.00 - UTILITY CONSTRUCTION**

The CONSULTANT shall provide personnel and services to monitor the contractor's construction of Utility improvements (specifically a 36" waterline) or as directed by the COUNTY Project Manager.

The CONSULTANT shall provide services as outlined in various Sections of this Scope of Services and incorporate the records into the Permanent Project Diary.

#### **TASK 3.00 - ROADWAY CONSTRUCTION**

The CONSULTANT shall provide personnel and services to monitor the Contractor's on-site construction operations as defined in this Exhibit "A" and more specifically in Section 5.0.

The standard procedures and practices used by the COUNTY for inspection of construction projects are those set out in the Florida Department of Transportation's Construction Manual. The CONSULTANT shall perform inspection services in accordance with these standard procedures and practices and any other accepted practices as may be deemed appropriate and specifically authorized by the COUNTY Project Manager.

The CONSULTANT shall perform all management engineering services necessary so that proper coordination of the activities of all parties involved in accomplishing completion of the project is achieved; to maintain complete and

accurate records of all activities and events relating to the project; to properly document all substantial changes to the project; to provide interpretations of the plans, specifications and contract provisions in conjunction with the Engineer of Record; make recommendations to the County Project Manager to resolve disputes which arise in relation to the construction contract; and to maintain an adequate level of surveillance of the Contractor's activities.

The CONSULTANT shall also perform any other management engineering services normally assigned to a Resident Engineer that are required to fulfill its responsibilities under this Agreement. All recordation and documentation will be in accordance with standard Florida Department of Transportation procedures, formats and contents. Management engineering services shall include but are not necessarily limited to the following:

- Task 3.01 Schedule and conduct a pre-construction conference for the project. Record significant information revealed and decisions made at this conference and distribute copies of these minutes to the appropriate parties.
- Task 3.02 Maintain on a daily basis a complete and accurate record of all activities and events, including but not limited to manpower, equipment, subcontractors, accidents, weather and other significant data and events, relating to the project and a record of all work completed by the Contractor, including quantities of pay items in conformity with Final Estimates preparation procedures and specifications and shall submit a copy monthly. The CONSULTANT shall immediately report apparent significant changes in quantity, time or cost as they are noted. The CONSULTANT shall maintain a daily Construction Diary which shall outline all activity on each project each day. All emergencies shall be reported immediately to the County Project Manager but in no case in excess of 24 hours.
- Task 3.03 Maintain a log of all materials entering into the work with proper indication of the basis of acceptance of each shipment of material.
- Task 3.04 Maintain records of all sampling and testing accomplished and analyze such records required to ascertain acceptability of materials and completed work items. The field reports for records of work and testing results shall be submitted within one week.
- Task 3.05 Maintain a complete log of all submittals of shop drawings, noting the dates of first submittal and subsequent reviews and resubmittals, approvals, etc. The CONSULTANT shall take note of and verify that any changes are properly carried through to construction and shall further record, report, make recommendations and evaluate any circumstances which affect the progress or cost of the work. The CONSULTANT shall actively encourage all reviewers to accomplish reviews promptly. Shop drawings shall also include any manuals or similar documents outlining proposed construction procedures submitted by the Contractor.
- Task 3.06 Once each month, prepare a comprehensive tabulation of the quantity of each pay item satisfactorily completed to date. Quantities shall be based on daily records or calculations. Calculations shall be retained. The tabulation will be used for preparation of the Monthly Progress Estimate.
- Task 3.07 Provide to the Contractor, interpretations of the plans, specifications and contract provisions. The CONSULTANT shall consult with the County Project Manager when an interpretation involves complex issues or may have an impact on the cost of performing the work. When warranted, the County Project Manager may request an interpretation from the Engineer of Record.
- Task 3.08 Evaluate Value Engineering Change Proposals, in cooperation with the Engineer of Record, and provide conclusions as to whether or not proposed changes are structurally equal to the contract plans and specifications and evaluate the accuracy of the estimated savings to the COUNTY and Contractor.
- Task 3.09 Analyze all problems that arise on the project and/or all proposals submitted by the Contractor and prepare a recommendation to the County Project Manager with appropriate justification and documentation.

- Task 3.10 Analyze changes to the plans, specifications or contract provisions and extra work which appear to be necessary to carry out the intent of the contract when it is determined that a change or extra work is necessary and such work is clearly not within the scope of the original contract. Recommend such changes to the County Project Manager for approval.
- Task 3.11 In the event that the Contractor gives notice, either written or verbal, that he deems certain work being performed by him to be beyond the scope of the construction contract and he intends to claim for additional time or compensation, maintain accurate records of the costs involved in such work. These records shall include manpower and equipment hours and materials installed (temporary or permanent) in the portion of the work in dispute.
- Task 3.12 In the event that the Contractor submits a claim for additional compensation, analyze the submittal and prepare a recommendation to the County Project Manager covering validity and reasonableness of charges and conduct negotiations leading to recommendations for settlement of the claim. Maintain complete, accurate cost account and other records of work involved in claims.
- In the event that the Contractor submits a request for extension of the allowable contract time, analyze the request and prepare a recommendation to the County Project Manager covering accuracy of statements and the actual effect of delaying factors on completion of controlling work items.
- Task 3.13 Upon identification of a proposed changed condition or construction contract change, the extent of change shall be analyzed and an order of magnitude estimate of cost and time change, if any, will be prepared. Prior to receipt of the Contractor's estimate, prepare the fair cost estimate.
- Task 3.14 Negotiate all changes with the Contractor using the CONSULTANT'S pre-prepared fair cost estimate as a basis. Submit the results to the County Project Manager within two (2) weeks of the start of negotiations or report the major differences to the County Project Manager if agreement is not reached. The County Project Manager will review and approve recommended changes in cost and time. The CONSULTANT shall prepare supplement and change order documents and track the status of each one until executed.
- Task 3.15 Assist appropriate COUNTY personnel in preparing for arbitration hearings or litigation with any aspect of the projects covered by this Agreement.
- Task 3.16 Monitor the construction contract to the extent necessary to determine whether construction activities violate the requirements of any permits. Notify the Contractor of any violations or potential violations and require his immediate resolution of the problem. Violations must be reported to the County Project Manager immediately. The COUNTY will provide to CONSULTANT a copy of each permit within the Project limits.
- Task 3.17 Provide coordination between the Contractor and utility companies so that conflicting utilities are removed, adjusted or protected in-place in a timely manner to minimize delays to construction operations. Documentation will be maintained in accordance with the COUNTY's procedures.
- As required by the County Project Manager, provide inspection of utility work including reimbursable utilities that are shown in the Contractor's contract. This will also include all required documentation.
- Task 3.18 The CONSULTANT'S Project Engineer will conduct a weekly meeting as required with the respective Contractor, subcontractor and/or utility companies to review plans, schedules, problems or other areas of concern. The results of these meetings will be recorded on the Engineer's Weekly Summary with minutes distributed to all affected parties including the County Project Manager.
- Task 3.19 Conduct and document field reviews of the maintenance of traffic operation after normal working hours, weekends, and holidays if maintenance of traffic represents a potential hazard to the public.

Task 3.20 Perform required survey work to prevent delaying the Contractor's operations when requested by the County Project Manager. When needed to prevent delays in Contractor's operations, produce reports, verify quantity calculations, field measure for payment purposes and/or write communications.

Task 3.21 Address public information matters dealing directly with the construction project. The CONSULTANT shall be sensitive to public image, handling of press/media, project safety, maintenance of traffic issues, etc., and shall inform and assist appropriate COUNTY personnel and/or their designee in the presentation and dissemination of project information to the public. All public information matters dealing with situations not directly relating to the construction project shall be directed to the County Project Manager or his designee, who may delegate certain aspects to the CONSULTANT.

Task 3.22 The CONSULTANT shall record the progress of work each month by taking color photographs. The number of photographs to be taken will be an average of ten photographs per month per contract on an on-going basis throughout the project. These photographs will depict operations in progress and completed work.

Construction progress photographs - These photographs shall include typical reinforcing steel assemblies prior to concrete casting for footing, columns, caps, beams, slabs, wall barriers, etc., and superstructure segments, false work, erection trusses, etc. Photographic documentation of noteworthy incidents or events shall also be made. These may include:

- Pre-construction Photographs
- Exceptional Progress of Work
- Accidents Showing Damage
- Unsafe Working Conditions
- Unusual Construction Techniques
- Damaged Equipment or Materials
- Any Activities Which May Result in Claims

Project photographs shall be furnished, as soon as available, to the County Project Manager. They shall be 8" X 10" glossy prints, each print mounted in a plastic protection sleeve designed to be inserted in a standard three-ring binder. Sufficient three-ring binders shall be furnished by the CONSULTANT, for each set of photographs. The negatives shall be maintained for reproduction purposes, by the CONSULTANT. All prints and negatives become the property of County and shall be turned over to the COUNTY upon completion of the contracts. A 1" X 2 1/2" title block shall be placed on each print on the front in the lower right hand corner. The title block shall contain name of project, project number, photograph number, date of taking, location, direction of taking, and description.

Certain photographs will be maintained and displayed in the project office as previously mentioned.

Task 3.23 The CONSULTANT shall be responsible for the review and acceptance of the Contractor's progress schedule. The CONSULTANT shall review the schedule to ensure that all general work efforts are addressed, that the schedule is following a logical approach to the job, that it is following sound engineering and construction practices and that it identifies all critical path work. The CONSULTANT shall monitor the schedule and on a monthly basis, and after a review with the Contractor, advise the COUNTY of any areas the Contractor appears to be falling behind.

Task 3.24 The CONSULTANT shall make recommendations of any payment requested by the Contractor in an Application for Payment. Payment shall constitute a representation by the CONSULTANT to the COUNTY based on the CONSULTANT'S on-site observations of the work in progress as an experienced and qualified design professional and on the CONSULTANT'S review of the applications for payment and the accompanying data and schedules that the work has progressed to the point indicated; that to the best of the CONSULTANT'S knowledge, information and belief, the quality of the work is in accordance with the Contract documents and that the Contractor is entitled or is not entitled to the payment of the amount recommended.



**TASK 4.00 - TESTING SERVICES (laboratory work by others)**

The CONSULTANT shall perform, in conjunction with an independent, licensed laboratory, whose selection has been approved in writing by the County Project Manager, hired by the COUNTY, sampling and testing of component materials and completed work items so that the materials and workmanship incorporated in the project are in reasonable conformity with the plans, specifications and contract provisions. The minimum sampling frequencies set out in the Florida Department of Transportation Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, the CONSULTANT shall perform all on-site sampling of materials and such testing of materials and completed work items that are normally done in the vicinity of the project. Inspection and sampling of materials and components required at locations remote from the vicinity of the project and testing of materials normally done in a laboratory remote from the project site will also be included.

The CONSULTANT shall be specifically responsible for determining the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, D.O.T. label, D.O.T. stamps, etc. The CONSULTANT shall also be responsible for the quality assurance sampling of reinforcing steel.

The County Project Manager will monitor the effectiveness of the CONSULTANT'S testing procedures by obtaining and testing independent assurance samples. Independent assurance sampling is necessary to verify compliance with the specification requirements. The CONSULTANT shall inform the COUNTY of schedules for sampling and testing as the work progresses on the construction contract so that Progress and Final Record sampling can be accomplished at the discretion of the COUNTY at the proper time.

Sampling, testing and laboratory methods shall be as required by the Florida Department of Transportation's Standard Specifications or as modified by the contract provisions.

Documentation reports on sampling and testing shall be submitted to responsible parties during the same week that the construction work is done or as otherwise directed by the County Project Manager's representative.

The CONSULTANT shall perform all necessary surveillance and inspection of the on-site hot-mix asphalt operations.

**TASK 7.00 - ITEMS FURNISHED BY THE CONSULTANT (In the event County does not furnish office space.)**

The CONSULTANT shall furnish and maintain a Construction Engineer's office(s) within an approximate one mile radius of where the CONSULTANT is to provide technical services under this Agreement. The site of the office, size of the office and accommodations shall be approved in writing by the County Project Manager. The office shall be sized and so equipped to allow the CONSULTANT to efficiently carry out his duties. The office shall contain the following:

- 1) A minimum of 1,500 square feet office space.
- 2) Floor space shall include restroom facilities, conference room/information center and various private offices, including facilities to house the County Project Manager (approximately 125 square feet).
- 3) Heating, air conditioning, lighting and telephone service.
- 4) Water cooler.
- 5) Water heater.
- 6) Tie-downs capable of withstanding winds up to hurricane force (according to local codes).
- 7) Parking spaces for up to ten vehicles, for visitors and DOT use, graded for drainage and suitably surfaced.
- 8) Restroom connections to an existing sanitary sewer or a chemical holding tank.
- 9) Meet all code requirements and fire specifications.

The conference room shall be approximately 150 square feet. Box culverts and roadway drawings shall be displayed. The CONSULTANT shall maintain current photographic displays (album) of the project construction. The CONSULTANT shall provide copies of any photographs taken during the construction project as required by the County Project Manager.

The CONSULTANT shall also furnish such other shelter, storage, parking spaces and equipment as required by the County Project Manager to effectively carry out its responsibilities under this Agreement.

Furniture and office equipment supplied by the Consultant shall consist of desks, chairs, drafting tables, bookcases, file cabinets, calculators, typewriters, telephones, copiers, fax machine and other items determined by the County Project Manager to be essential in order to carry out the work under this Agreement.

The office space provided for the County Project Manager shall be supplied by the CONSULTANT and shall include as a minimum a desk, rolling office chair, 6' folding table, book case, and two (2) drawer file cabinet.

The CONSULTANT will provide all survey equipment, field engineering equipment, testing equipment, photographic equipment, tapes, rules and any other items necessary. Quantity and quality of the items are to meet the County Project Manager's approval.

Routine expenses for operation of the office, such a stamps, postal costs, custodial fees, telephone, utility services, etc., will be the responsibility of the CONSULTANT.

The CONSULTANT shall provide a sufficient number of clearly identifiable vehicles (identified with CONSULTANT'S name)to accommodate his project personnel, to maintain the necessary coverage of the project and to adequately transport personnel and equipment as deemed necessary by the County Project Manager. The vehicles will be provided with necessary added features to safely carry concrete cylinders, density equipment, or any other equipment or materials as deemed necessary by the County Project Manager.

The CONSULTANT will furnish and maintain hand-held telephones for his field personnel.

The CONSULTANT shall supply the COUNTY with copies of all documentation required to keep the COUNTY completely informed as to the progress of the project. In addition, the CONSULTANT shall supply the COUNTY with one complete file, itemized and indexed, of all project records at the conclusion of the project.

All personal property furnished by CONSULTANT shall remain the property of CONSULTANT.

#### **SECTION 5 - TECHNICAL ENGINEERING SERVICES:**

This Section (5) clarifies the responsibilities of the CONSULTANT with regard to the technical engineering services required for satisfactory performance of this CEI contract and is presented as a general description of more detailed information contained in the official F.D.O.T. publications and materials used by the COUNTY.

#### **FIELD PROBLEMS:**

- a) Types of Problems: Generally, field problems are any types of difficulties encountered during construction through circumstances, which may or may not be under the control of the Contractor, which require some degree of engineering evaluation and decision. They might involve problems such as: out of place piling, out of tolerance work, out of specification materials, structural defects, accidental damage, underground obstructions and so forth.

Sometimes these problems might have a significant impact upon the execution, progress or cost of the project. It is therefore of paramount importance that they be resolved expeditiously. The CONSULTANT is the key member of the team for pursuing and implementing solutions.

- b) Duties of the Consultant: In general, in all cases where a difficulty, problem or defect of any nature is encountered during construction, the CONSULTANT shall be responsible for assembling all relevant and

necessary information, including any proposals from the Contractor, documenting and evaluating the same in a concise and orderly manner, for reviewing all the information and circumstances and for making recommendations upon the most expeditious course of action so as to minimize delays and costs while achieving a structurally and otherwise acceptable result.

In particular, the CONSULTANT shall first utilize his own personnel and resources in order to assess the problem and its likely impacts upon the project. Again, by utilizing his own personnel and resources, he shall also assess both the technical and contractual implications upon the project of any proposals put forward by the Contractor. In making these assessments, the CONSULTANT shall consider all likely impacts upon the project as regards to costs, delays, potential claims, contract administration, management, any justifiable financial adjustments (up or down, including penalties) to be applied to the construction contract, and the feasibility of the Contractor successfully and expeditiously carrying out his technical proposals. The CONSULTANT shall make these assessments in order to formulate his recommendations. He shall then forward his assessments and recommendations to the County Project Manager and Engineer of Record (when appropriate), together with any proposals from the Contractor for further assessment, analysis and disposition by these organizations. The CONSULTANT shall liaison and cooperate with the COUNTY and Engineer of Record in the resolution of the problems.

Upon resolution and approval of the technical solution, the CONSULTANT shall verify that all approved remedial measures are carried out in a technically competent and workmanlike manner.

He shall also be responsible for any contract administration, payment, management and so forth, normally associated with implementing remedial measures of this type.

In situations where the CONSULTANT does not have direct responsibility for the engineering inspection of the item which caused the problem, but where that item is now under his area of control (such as might be the case when defective precast components or fabricated steelwork made at a facility under the engineering inspection of a different party and later delivered to the site), he shall formulate his assessments and recommendations and cooperate in the resolution of the problem as above.

In situations where the Engineer of Record does not have any involvement, the CONSULTANT shall make all necessary assessments and evaluations, including structural analyses, and shall then advise the COUNTY of his recommended course of action.

In all situations, the CONSULTANT shall verify that all proposals, reviews, assessments, studies, recommendations and decisions are executed expeditiously in order to minimize any delays and costs.

## **SECTION 6 - PERSONNEL**

- A) **General Requirements.** The CONSULTANT shall provide a sufficient number of qualified personnel as necessary to effectively carry out its responsibilities under this Agreement.
- B) **Personnel Qualifications.** The CONSULTANT shall utilize only competent personnel who are qualified by experience and education. The CONSULTANT shall submit in writing to the County Project Manager, the names of all personnel to be considered for assignment to the construction contract, together with a detailed resume with respect to salary, education and experience qualification of each individual.
- C) **STAFFING.** The CONSULTANT shall adequately staff the job sufficiently in advance of the beginning of construction work to be properly prepared to satisfy its responsibilities and shall maintain an appropriate staff after completion of construction to complete the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the appropriate contract has been paid off. No personnel shall be assigned to a project by the CONSULTANT until authorized by the County Project Manager. The CONSULTANT'S personnel approval request will be submitted at least two weeks prior to the date an individual is to report to work.

The qualifications of each person proposed for assignment must be reviewed and approved in writing by the County Project Manager. An individual previously approved by the COUNTY whose performance is later

determined by the COUNTY to be unsatisfactory shall be replaced by the CONSULTANT as specified in Section 3.0 of this Exhibit "A".

Personnel identified in the CONSULTANT'S technical proposal will be assigned to the construction project as proposed by the CONSULTANT and are considered by the COUNTY to be committed to performing services under the CONSULTANT Agreement. The designated Project Engineer shall not be removed from this project assignment without prior COUNTY approval or unless the individual is forced to leave the project for reasons beyond the control of the CONSULTANT.

Any changes will require written approval from the County Project Manager.

When the Contractor's operations on a contract diminish, the CONSULTANT shall reduce the number of its personnel assigned to that project as appropriate. Construction, engineering and inspection forces shall be required of the CONSULTANT at all times while the Contractor is working on the construction contract. If the construction contract is suspended, the CONSULTANT'S forces shall be adjusted at the discretion of the County Project Manager to correspond with the type of suspension. In the event of a construction contract suspension which requires the removal of the CONSULTANT'S forces from the project, the CONSULTANT will be allowed up to a maximum of 30 days to demobilize, relocate, or terminate such forces.

- D) LICENSING FOR EQUIPMENT OPERATION. The CONSULTANT will be responsible for obtaining proper licenses for any personnel operating equipment requiring licensed operators.

Licensing of Surface Moisture (Nuclear) Density Gauges shall be obtained through the State of Florida Department of Health and Rehabilitative Services. Only Nuclear Density Inspectors approved by the COUNTY shall be authorized to operate Surface Moisture Density Gauges. The COUNTY will monitor the activity of the CONSULTANT'S Nuclear Density inspectors.

- E) TRAINING. The CONSULTANT shall affect training of its personnel to the extent necessary to provide a level of performance satisfactory to the COUNTY.

## **SECTION 7- DELAYS**

In the event delays occur in the CONSULTANT'S contract time, unless due to the CONSULTANT'S fault or negligence, the contract time and compensation will be adjusted by Change Order as defined in the Professional Service Agreement, Article 2.10, Change Order.

## **SECTION 8- OTHER SERVICES**

The CONSULTANT will, upon written authorization by the County Project Manager, perform specific additional services not otherwise identified in this Agreement as may be required by the COUNTY from time to time in connection with the Project. The following items are not included as part of this Agreement, but maybe required by the COUNTY or County Project Manager to augment the CONSULTANT'S services under this Agreement, to include but not limited to:

- A) The CONSULTANT will, upon review and approval of the Engineer of Record and the County Project Manager and upon written authorization by the County Project Manager, make such changes and revisions to the plans and specifications as may be required in order to complete the construction activities.
- B) The CONSULTANT will, upon written request by the County Project Manager, assist appropriate COUNTY offices in preparing for arbitration hearings or litigation that occur after the completion of the CONSULTANT'S contract time in connection with the project covered by this Agreement.
- C) The CONSULTANT will, upon written request by the County Project Manager, provide qualified engineers and/or engineering technicians to serve as engineering witnesses, provide exhibits, and otherwise assist the COUNTY in litigation or hearings in connection with the construction contract(s).

- D) The CONSULTANT will, upon written request by the County Project Manager, provide off-site inspection services above those specified in this Scope of Services.
- E) The COUNTY may, at its discretion, request the CONSULTANT to expand its CEI services to include adjacent contracts that are part of the Alico Road Improvement Corridor. The CONSULTANT will, upon receipt of written request to expand its services to the COUNTY, immediately prepare a written proposal for such work. That proposal shall follow the criteria established herein.
- F) The CONSULTANT shall monitor and coordinate the work of the utility companies and contractors on adjacent projects with the work on this project.

### **SECTION 9- CONTRADICTIONS**

In the event of a contradiction between the provisions of this Scope of Services and the CONSULTANT'S proposal as made a part of this Agreement, the provisions of the Scope of Services shall apply.

Pursuant to the General Scope as set forth above, the CONSULTANT shall perform all services and/or work necessary to complete the listed tasks which are enumerated to correspond to the tasks and/or items set forth in Exhibit "COA-B" entitled **CHANGES IN COMPENSATION**.

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

or

SUPPLEMENTAL TASK AUTHORIZATION No. 8

EXHIBIT "CO/STA-B"

Date: June 20, 2005

COMPENSATION AND METHOD OF PAYMENT

for Alico Road Improvements – Construction Engineering and Inspection Extension

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	Ditch Construction	\$ -0-		
2	Utility Construction	\$ -0-		
3	Roadway Construction	\$195,244.80	NTE	W.I.P.P.
4	Testing Services (lab work by others)	\$ -0-		
5	Items Furnished by the Consultant	\$ 9,600.00	LS	W.I.P.P.
TOTAL (Unless list is continued on next page)		\$204,844.80	NTE/LS	W.I.P.P.









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

or

SUPPLEMENTAL TASK AUTHORIZATION No. 8

EXHIBIT "CO/STA-D"

Date: June 20, 2005

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

for Alico Road Improvements – Construction Engineering and Inspection Extension

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
	None					

*(Handwritten signature)*

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

or

SUPPLEMENTAL TASK AUTHORIZATION No. 8

EXHIBIT "CO/STA-E"

Date: June 20, 2005

PROJECT GUIDELINES AND CRITERIA

for Alico Road Improvements – Construction Engineering and Inspection Extension

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:

The purpose of this document is to support the Project in sufficient detail that the CONSULTANT can follow the task descriptions and prepare the basis of compensation of services in sufficient detail to assure the COUNTY that all anticipated tasks necessary and the corresponding compensation required have been identified and defined by the CONSULTANT. The services provided by the CONSULTANT shall include all anticipated work necessary for the construction phase of the project to ensure a complete, competently constructed and functional project. The CONSULTANT shall provide all services required to ensure that the project is completed on time and within the original budget. Should changes in standards, unforeseen or unanticipated scope of services, environmental regulations, and permitting requirements occur after execution of this Professional Services Agreement which substantially affects the effort required, compensation for the additional effort will be negotiated.

The project includes the construction, engineering and inspection services required to oversee, manage and coordinate the roadway work (earthwork, drainage, utility relocations, paving, signalization, pavement marking, signing, landscaping, etc.) required for the construction of a four (4) lane divided roadway. In addition to the roadway work, this project includes the construction of an outfall ditch conveyance and installation of a 36" water main.

The services provided will include all necessary office furnishings, on site and off site field inspections, documentation of on-going work, problem resolution, claim review and documentation, technical engineering inspections, review of contractor's invoices, final and warranty inspections. The CONSULTANT will have to coordinate with adjoining COUNTY contracts.

21 0 01