

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

Blue Sheet No. 20051327

1. ACTION REQUESTED/PURPOSE: Approve Supplemental Agreement No. 6, for RFQ-03-03 Sanibel Bridge & Toll Plaza Reconstruction along with Cape Coral Toll Plaza (Span A), with Jacobs Construction Services, Inc. (Contract #2632) to include the Guaranteed Maximum Price (GMP) in the amount of \$20,959,899.00 (includes Phase CM Fee of \$998,090.00) and the Construction Inspection Services in the amount of \$150,000.00. Also authorize Chairman to execute Agreement on behalf of the Board.

Also, approve budget amendment resolution in the amount of \$20.5 million from commercial paper proceeds (fund 42136). Amend project 205816 Sanibel Toll Plaza to increase the budget to \$17,808,989 and increase project 205814 Sanibel Bridge Replacement budget to \$2,691,011 for fund 42136. Also, amend the CIP for FY05/06 to FY 09/10 accordingly.

2. WHAT ACTION ACCOMPLISHES: Allows for construction of the Sanibel Toll Facility, associated civil/roadway work and maintenance of traffic, Sanibel Island roadway additions, demolition of existing Bridge A fender system, and related CM Services.

3. MANAGEMENT RECOMMENDATION: Approval Recommended.

4. Departmental Category: 09 **C9B** **5. Meeting Date:** 09-27-2005

6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify) <input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin. Code AC-4-4 <input type="checkbox"/> Other		8. Request Initiated: Commissioner _____ Department <u>Transportation</u> Division _____ By: <u>Scott Gilbertson, Director</u>
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9. Background:

On October 7, 2003, the Board approved award to Jacobs Construction Services, Inc. for RFQ-03-03 Sanibel Bridge & Toll Plaza Reconstruction along with Cape Coral Toll Plaza, in the amount of six percent (6%) of the total construction cost and a preconstruction not-to-exceed amount of \$826,528.00, and also authorized staff to enter into a Construction Manager Agreement.

At this time, the Department of Transportation is requesting Board approve Supplemental Agreement No. 6 for a Guaranteed Maximum Price of \$20,959,899.00 and the Construction Inspection Services in the amount of \$150,000.00 to allow for construction of the Sanibel Toll Facility, associated civil/roadway work and maintenance of traffic, Sanibel Island roadway additions, demolition of existing Bridge A fender system, and related CM services.

- CONTINUED ON PAGE 2 -

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. ... 9.14.05</i>	<i>[Signature]</i>	N/A	<i>SAD 9/14/05</i>	<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

RECEIVED BY
COUNTY ADMIN:
9-15-05
10 AM
COUNTY ADMIN
FORWARDED TO: *PL*
9-13-05
4pm

RECEIVED
by CO. ATTY.
9:05 AM
CO. ATTY
FORWARDED TO:
Budget
7:55 AM

This brings the project, for SA 1 through SA 5 to the total of:

Phase GMP	\$123,456,365.
Phase CM Fee	\$ 6,418,720.
Construction Inspection Services	\$ 5,307,283.
Pre-Inspection Plan Review	\$ 826,528.

Funds will be made available in Account No.:	20302530104.506540	- \$ 696,550
	20581442136.506540	- 2,691,011
	20581642136.506540	- 17,808,989

Attachments: Two (2) Copies of Supplement Agreement No. 6 for execution.

RESOLUTION

Amending the Budget of the TF – Commercial Paper Sanibel Fund #42136 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2005-2006.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the TF – Commercial Paper Sanibel Fund #42136 budget for \$20,500,000 of unanticipated revenue from Commercial Paper proceeds and an appropriation of a like amount for improvement construction and;

WHEREAS, the TF – Commercial Paper Sanibel fund #42136 shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total:		\$15,000,000
Additions		
20581442136.384000.9003	Commercial Paper Proceeds	2,691,011
20581642136.384000.9003	Commercial Paper Proceeds	17,808,989
Amended Total Estimated Revenues		\$35,500,000

APPROPRIATIONS

Prior Total:		\$15,000,000
Additions		
20581442136.506540	Improvement Construction	2,691,011
20581642136.506540	Improvement Construction	17,808,989
Amended Total Appropriations		\$35,500,000

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the TF-Commercial Paper Sanibel Fund #42136 is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2005.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA



Cindy,
To BSCC 9/27

Jacobs Construction Services Inc.
17500 Harbour Pointe Drive
Ft. Myers, Florida 33908 U.S.A.
1.239.433.9063 Fax 1.239.433.9657

September 9, 2005

Mr. Paul Wingard, Deputy Director
Department of Transportation
Lee County
1500 Monroe Street
Ft. Myers, FL 33901

138

Subject: Jacobs Construction Services - Sanibel Bridge & Toll Facilities Reconstruction Program - Request for Supplemental Agreement No. 6 - Lee County Contract Number 2632 - Project No. E9X96300

Dear Mr. Wingard:

Jacobs respectfully submits the attached revised Supplemental Agreement (SA) No. 06 to the referenced Lee County contract. This SA will authorize the construction of the Sanibel Toll Plaza, associated roadways, an allowance for the demolition of Bridge A fender system and related CM and CI services.

The revised SA corrects the calendar days listed in Appendix 3. Please disregard the SA as transmitted to you on September 8, 2005. We apologize for any inconvenience that this revision may have caused.

Jacobs understands that the Lee County Board of County Commissioners will review and approve our Guaranteed Maximum Price for this phase of the overall project at the next Board Meeting. This will authorize Jacobs to issue a Notice to Proceed to the selected Subcontractor(s).

We thank you for the opportunity to provide this service to Lee County.

Sincerely,

Douglas H. Cox, P.E.
Project Manager
Sanibel Bridge & Toll Facilities Reconstruction Program

Attachments:

GMP Summary
Supplemental Agreement No. 6 - dated September 8, 2005

Cc (W/attachment):

D. Adair
C. Bussmann
D. Cox
J. Mastrucci
V. Miersch
W. Tomb
S. Paquette
Project File - 5.2

EXHIBIT E

SUPPLEMENTAL AGREEMENT NO. 6

This Supplemental Agreement (hereinafter, "SA") is made and entered into this ____ day of _____, 2005 by and between **LEE COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter, "Owner"), and **JACOBS CONSTRUCTION SERVICES, INC.**, a Delaware corporation, and licensed to conduct business in the State of Florida (hereinafter, "CM").

W I T N E S S E T H:

WHEREAS, Owner and CM have entered into an "Agreement Between Owner And Construction Manager" (hereinafter, the "Agreement") for construction management services for the Sanibel Bridges and Toll Plaza Reconstruction as well as the Cape Coral Toll Plaza Reconstruction; and

WHEREAS, capitalized terms used herein shall have the meanings assigned to them in the Agreement; and

WHEREAS, the Agreement contemplates that the Project shall be undertaken in separate discrete Phases, and that a Supplemental Agreement shall be used to authorize and govern all work of a Phase; and

WHEREAS, as contemplated in the Agreement, the work authorized by this SA is governed by the terms of the Agreement, as supplemented by the terms of this SA;

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

**ARTICLE 1.
SCOPE OF WORK**

1.1 Phase Description. The Phase of the Project authorized by this SA is described in summary form as follows:

Construction of Sanibel Toll Facility, associated civil/roadway work and maintenance of traffic, Sanibel Island roadway additions, demolition of existing Bridge A fender system, and related CM services. This phase of the Project (and GMP) specifically excludes the balance of existing bridge demolition, and the Restrooms and Fish Cleaning Station replacement at the boat ramp.

1.2 Project Plans and Specifications. The Project Plans and Specifications that describe and define the work of this Phase are listed in Appendix 1, attached hereto and incorporated herein.

1.3 Authorization. The CM is authorized to commence performance of this Phase upon the Construction Commencement Date or the effective date of this SA, whichever occurs later (in either case, referred to hereinafter as the "Commencement Date").

ARTICLE 2. COMPENSATION

2.1 Phase GMP. Subject to adjustments provided for in the Agreement, the Phase GMP associated with this SA is Twenty Million Nine Hundred Fifty-Nine Thousand Eight Hundred and Ninety-Nine Dollars (\$20,959,899) for the Work described in Section 1.1 above. This Phase GMP is in addition to the previously authorized GMP for Bridges A, B & C (including CM Services and Fees) of \$102,496,465. The new Total GMP for Bridges A, B and C and the Sanibel Toll Facility and Roadways is now One Hundred Twenty-Three Million Four Hundred Fifty-Six Thousand Three Hundred Sixty-Five Dollars (\$123,456,365). [ref. Agreement Subparagraph 3.01(2)(a)]

2.2 Phase CM Fees. Pursuant to the revisions outlined in Article 4 and Appendix 4 of SA #5, the CM Fees are established as follows:

2.2.1 CM Fixed Fee. Subject to adjustments provided for in the Agreement, the Phase CM Fixed Fee associated with this SA is Nine Hundred Ninety-Eight Thousand Ninety Dollars (\$998,090). This Phase CM Fixed Fee is in addition to the previously authorized CM Fixed Fee for Bridges A, B & C of \$5,420,629. The new total CM Fixed Fee for Bridges A, B and C and the Sanibel Toll Facility and Roadways is now Six Million Four Hundred Eighteen Thousand Seven Hundred Twenty Dollars (\$6,418,720).

2.3 Construction Inspection (CI) Services. The not-to-exceed limit for the cost of CI Services is increased for this Phase (Sanibel Toll Facility and Roadways) by One Hundred Fifty Thousand Dollars (\$150,000). This Phase of CI Services is in addition to the previously authorized CI Services for Bridges A, B & C of \$5,157,283. The new total authorization for CI Services for Bridges A, B & C and the Sanibel Toll Facility and Roadways is now Five Million Three Hundred Seven Thousand Two Hundred Eighty-Three Dollars (\$5,307,283) and is outside the Total GMP stated in Section 2.1 above. [ref. Agreement Paragraph 3.01(3)]

2.4 Phase Schedule Extension Fees. In the event that this Phase Schedule is extended by agreement of Owner and CM due to changes in the Phase requested by Owner, CM shall be entitled to additional fee at the daily rate of Zero Dollars (\$0/day), without duplicating any portion of a fee increase as calculated in Section 3.02 of the

File: Lee County-6

Agreement for additional work which may have extended the Phase Schedule. [ref. Agreement Section 3.03]

2.5 Phase Contingency, Allowances & Contingency Reversion Schedule. The Phase GMP includes the specific amounts for CM Construction Contingency and Specified Allowances as set forth in Appendix 2, attached hereto and incorporated herein. [ref. Agreement Paragraph 4.03(3)] The contingency reversion schedule applicable for this Phase is also set forth in Appendix 2. [ref. Agreement Paragraph 4.03(4)]

**ARTICLE 3.
PHASE SCHEDULE**

3.1 Phase Schedule. The Phase Schedule applicable for this Phase is set forth in Appendix 3, attached hereto and incorporated herein.

3.2 Liquidated Damages. Place an "X" in the space below and to the left, as applicable.

_____ *Schedule based liquidated damages are agreed upon for this Phase. If the CM fails to achieve Phase Substantial Completion on or before the Phase Substantial Completion Date, the CM shall be liable for liquidated damages in the amount of \$_____ per calendar day for each day Substantial Completion is extended beyond the Phase Substantial Completion Date, subject to an aggregate limit of \$_____.*

X *No schedule based liquidated damages shall apply for this Phase.*

[ref. Agreement Paragraph 4.06(1)]

3.3 Schedule Bonus. If schedule based liquidated damages are agreed upon for this Phase, then an early completion bonus will also apply for this Phase. Place an "X" in the space below and to the left, as applicable.

_____ *An early completion bonus is agreed upon for this Phase. If the CM achieves Phase Substantial Completion before the Phase Substantial Completion Date, the Owner shall pay CM a schedule bonus in the amount of \$_____ per calendar day for each day Substantial Completion is achieved in advance of the Phase Substantial Completion Date, subject to an aggregate limit of \$_____.*

X *No early completion bonus shall apply for this Phase.*

[ref. Agreement Paragraph 4.06(1)]

**ARTICLE 4.
OTHER SUPPLEMENTAL TERMS**

4.1 General. For purposes of this Phase, the terms of the Agreement are further supplemented as set forth in Appendix 4, attached hereto and incorporated herein.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement effective as of the date first noted above.

JACOBS CONSTRUCTION SERVICES, INC.

By: _____

Title: _____

Date: _____

**BOARD OF COUNTY COMMISSIONERS OF
LEE COUNTY, FLORIDA**

Attest: Clerk of the Board

By: _____

Chairman

By: _____
Deputy Clerk

Date: _____

APPROVED AS TO FORM

By: _____

Assistant County Attorney

**APPENDIX 1
TO
SUPPLEMENTAL AGREEMENT NO. 6
PROJECT PLANS AND SPECIFICATIONS**

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

- 1. Subcontract Attachment J – Scope of Work and Technical Documents (Rev 02, dated September 8, 2005) to RFP E9X96302-R-49003 including:**
 - a. Attachment 1, Drawing/Specification Index
 - b. Attachment 2, Jacobs Mold Prevention Program
 - c. Attachment 3, Work to be performed by others.
 - d. Attachment 4, Army Corps of Engineers Permit SAJ-2005-1264 (IP-MAE).
 - e. Attachment 5, South Florida Water Management District Environmental Resource - Standard General Permit No. 36-05025-P / Date Issued: June 18, 2005.

- 2. Subcontract Bid Response Form contained in RFP E9X96302-R-49003**
 - a. RFP Exhibit D: Pricing Summary

- 3. Addenda issued to RFP E9X96302-R-49003**
 - a. Addenda 01 – Issued April 11, 2005
 - b. Addenda 02 – Issued April 29, 2005
 - c. Addenda 03 – Issued May 09, 2005
 - d. Addenda 04 – Issued May 19, 2005
 - e. Addenda 05 - Issued May 25, 2005
 - f. Addenda 06 – Issued June 01, 2005
 - g. Addenda 07 – Issued June 03, 2005
 - h. Addenda 08 – Issued June 07, 2005
 - i. Addenda 09 – Issued June 24, 2005
 - j. Addenda 10 – Issued September 8, 2005

- 4. RFCP -- 015 Add Sea Walls and MSE Walls on East End of Bridge A (Toll Plaza Scope Transfer) dated April 20, 2005 including:**
 - a. RFCP 015 Drawing/Specification index dated 6/03/05
 - b. Scope of Work for RFCP 015 dated April 20, 2005.
 - c. Army Corps of Engineers Permit SAJ-2005-1264 (IP-MAE)
 - d. South Florida Water Management District Environmental Resource Standard General Permit No. 36-05025-P / Date Issued: June 18, 2005

File: Lee County-6

Supplemental Agreement #6

Page E5 of E10

**APPENDIX 2
TO
SUPPLEMENTAL AGREEMENT NO. 6**

CONTINGENCY AND ALLOWANCES

This Phase GMP identified in section 2.1 above includes the amount of One Million Eight Hundred Fourteen Thousand Seven Hundred and Ten Dollars (\$1,814,710), as CM's Construction Contingency as provided for in the Agreement. This Phase GMP also includes the following specific Allowances for the specified scope and costs:

The Bridge A Fender System Demolition Allowance is established at Three Hundred Fifty Thousand Dollars (\$350,000). This allowance is intended to cover the cost of demolishing the existing Bridge A fender system.

CONTINGENCY REVERSION SCHEDULE

All unused CM Construction Contingency and/or Allowances at the end of this Phase (Sanibel Toll Facility and Roadways) shall revert to the overall GMP for all Phases.

**APPENDIX 3
TO
SUPPLEMENTAL AGREEMENT NO. 6**

PHASE SCHEDULE for Sanibel Toll Facility and Roadways

(Note: This coordinates with Appendix 3 of SA #5 for the overall completion of Bridges A, B and C)

<u>Phase Milestone Date</u>	<u>Calendar Days After Commencement</u>
Commencement	0
Substantial Completion	<u>447</u>
Demolition & Final Completion	<u>537</u>

*All dates and durations are based upon a commencement date of October 11, 2005.

Substantial Completion	<u>December 31st, 2006</u>
Demolition & Final Completion	<u>March 31st, 2007</u>

**APPENDIX 4
TO
SUPPLEMENTAL AGREEMENT NO. 6**

SUPPLEMENTAL TERMS & CLARIFICATIONS

For purposes of this Phase and all previous Phases, the terms of the Agreement are further supplemented or revised as follows:

1. Pile Allowance Use and Transfer Form. Expands the allowable use of the existing pile allowance to also include re-striking of piles and pre-drilling of casings as required as well as other actions related to mitigating the impacts on existing bridge movement and expediting overall pile production. Incorporates the new Pile Allowance Transfer Form as attached in Exhibit 1.

Exhibit 1
To
Appendix 4 of Supplemental Agreement No. 6

**LEE COUNTY CONSTRUCTION MANAGER AGREEMENT
PILE ALLOWANCE TRANSFER (PAT) FORM**

PAT NO.: _____

PROJECT NAME: Sanibel Bridge & Toll Plaza Reconstruction
CONSTRUCTION MANAGER: Jacobs Construction Services Inc. PROJECT NO.: 2632
CONTRACT NO.: 2632 PHASES: Bridges A, B&C and Toll Plaza RFQ NO.: RFQ-03-03
TRANSFER REQUESTED BY: Jacobs Construction Services DATE OF REQUEST: _____

Upon the completion and execution of this Pile Allowance Transfer by both parties to the Contract, the Construction Manager will be authorized to commit pile allowance funds and proceed with the work described below:

Description of Work:

Purpose of Contingency Transfer:

Attachments:

PILE ALLOWANCE IN PHASE GMP PRICE:
Total Project Guaranteed Maximum Price
\$ _____

Original Total Project Pile Allowance Amount
\$ _____

Previous Pile Allowance Transfers No. ___ to No. _____
\$ _____

Net Increase (Decrease) of this Pile Allowance Transfer
\$ _____

New Total Project Pile Allowance Amount
\$ _____

File: Lee County-6

Supplemental Agreement #6

Page E9 of E10

It is understood and agreed that, to the extent allowable by law, all pile allowance remaining (unused) in these Project Phases shall be available for use by the Construction Manager for (and transferred upon completion to) any remaining (not yet completed) Project Phases.

(The following applies to this Pile Allowance Transfer: _____ (Insert "Yes" or "No") It is also understood and agreed to that the pile allowance funds committed by this CT action are for a changed condition and the Construction Manager reserves its rights to a future equitable adjustment in the Guaranteed Maximum Price in the event that the total pile allowance fund is committed to the project:

RECOMMENDED:
(Optional)

ACCEPTED:
(Required)

APPROVED:
(Required)

By: _____
Architect/Engineer Date

By: _____
Construction Manager

By: _____
Owner Project Coordinator

By: _____
Project Manager Date

Date Accepted: _____
Construction Manager

Date Approved: _____
Owner Project Coordinator

GMP Summary Worksheet - Supplemental Agreement No. 6 - Lee County Contract Number 2832 - Project No. E9X96300

	Bridge B	Bridge C	B & C Subtotal	Bridge A	A, B & C Total	Toll Plaza	Project Total
Subcontracts							
Pile Allowance	\$663,640	\$1,392,317		\$1,741,864			
Seawall Allowance				\$305,400			
Sanibel Roadway							
Fender Sys Demo							
CM Labor & Exp							
Subtotal							
CM Contingency	\$2,416,409	\$772,348					
Cont'cy Deferral*							
Subtotal							
CM Fee	\$1,623,411	\$1,777,616					
GMP	\$28,680,264	\$31,404,656					
Color Legend	Actual amounts stated in SA #6 & #9						
Not to Exceed (Outside GMP)							
CEI Labor & Exp	\$2,840,169	\$1,085,183					