

Agenda Item Summary

1. ACTION REQUESTED/PURPOSE: Approve Supplemental Agreement No. 10, for RFQ-03-03 Sanibel Bridge & Toll Plaza Reconstruction, with Jacobs Construction Services, Inc. (Contract #2632) to include the Guaranteed Maximum Price (GMP) in the amount of \$4,432,530.00 (includes Phase CM Fee of \$177,003.00) and the Construction Inspection Services in the amount of \$79,576.00 and \$75,000.00 Preconstruction Services. Also authorize Chairman to execute Supplemental Agreement on behalf of the Board. Approve budget amendment resolution in the amount of \$3,879,658.00 in the Transportation Facilities/Commercial Paper – Sanibel Bridge Fund and amend the FY 07-11 CIP. Further, approve transfer from reserves in the Capital Improvement Fund in the amount of \$1.3 million for the Punta Rassa Boat Ramp project and amend FY 07-11 CIP.

2. WHAT ACTION ACCOMPLISHES: Allows for additional scope for the following areas: additional Bridge B & C MOT, seawall allowance, roadway lighting, restrooms & Fish Cleaning Station, roadway on islands A & B, Toll Plaza intercom, security, access control & CCTV systems, Transcore Systems for Toll Plaza and preconstruction services for a new & renovated restroom facility between Ft Myers and Sanibel Island.

3. MANAGEMENT RECOMMENDATION: Staff Recommends Approval.

4. Departmental Category: 09 Transportation

C9D

5. Meeting Date: 12-12-06

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 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. 10 for a Guaranteed Maximum Price of \$4,432,530.00 (includes Phase CM Fee of \$177,003.00) and the Construction Inspection Services in the amount of \$79,576.00 and \$75,000.00 preconstruction services, to allow for additional Bridge B & C MOT, seawall allowance, roadway lighting, restrooms & Fish Cleaning Station, roadway on islands A & B, Toll Plaza intercom, security, access control & CCTV systems, Transcore Systems for Toll Plaza and preconstruction services for a new & renovated restroom facility between Ft Myers and Sanibel Island.

The transfer from reserves in the amount of \$1.3 million includes expenses related to parking for the Punta Rassa Boat Ramp approval in Supplemental Agreement No. 6.

- 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
<i>For SMG 11/29</i>	<i>[Signature]</i>	N/A		<i>[Signature] 11/29/06</i>	Analyst <i>[Signature] 11/30/06</i>	Risk <i>[Signature] 11/30/06</i>	Grants <i>[Signature] 11/30/06</i>	Admin <i>[Signature] 11/30/06</i>	<i>[Signature] 11-29-06</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN:
 11-29-06 2:38 mp.
 COUNTY ADMIN FORWARDED TO:
 11/30/06 mp
 to PR

FORWARDED TO COUNTY ADMIN
 RECEIVED BY COUNTY ADMIN

Rec. by CoAtty
 Date: 11/29/06
 Time: 11:47 AM
 Forwarded To: 11/29/06 2:30 pm

This brings the project, for SA 1 through SA 10 to the total of:

Phase GMP	\$130,317,902.00
Phase CM Fee	\$ 6,678,223.00
Construction Inspection Services	\$ 5,466,435.00
Pre-Inspection Plan Review	\$ 901,528.00

Funds will be made available in Account No.:	20581442138.506540 (\$3,250,007.00)
	20581642138.506540 (\$ 629,651.00)
	20306230100.506540 (\$ 707,448.00)

- Attachments:** 1. Two (2) Copies of Supplement Agreement No. 10 for execution.
2. Budget Amendment Resolution
3. Transfer of Funds

REQUEST FOR TRANSFER OF FUNDS

FUND NAME: Capital Improvement Fund DATE: 11/28/06 BATCH NO. _____

FISCAL YEAR: 06/07 FUND #: 30100 DOC TYPE: YB LEDGER TYPE: BA

TO: Capital Projects Parks Capital Projects
(DIVISION NAME) (PROGRAM NAME)



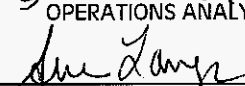
NOTE: PLEASE LIST THE ACCOUNT NUMBER BELOW IN THE FOLLOWING ORDER:
FUND #-DEPT/DIV #-PROGRAM #-OBJECT CODE #-SUBFUND #-PROJECT#-COST CENTER #.
(EXAMPLE: BB5120100100.503450)

<u>ACCOUNT NUMBER</u>	<u>OBJECT NAME</u>	<u>DEBIT</u>
<u>20306230100.506540</u>	<u>Improvement Construction</u>	\$ 1,300,000
	TOTAL TO:	\$ 1,300,000

FROM: Non-Departmental Reserves
(DIVISION NAME) (PROGRAM NAME)

<u>ACCOUNT NUMBER</u>	<u>OBJECT NAME</u>	<u>CREDIT</u>
<u>GC5890130100.509930</u> <i>ekw</i>	<u>Reserves for Contingencies</u> <u>FUTURE CAPITAL OUTLAY</u>	\$ 1,300,000
	TOTAL FROM:	\$ 1,300,000

EXPLANATION: Transfer budget from Reserves to fund fish cleaning station and restrooms at Punta Rassa Boat Ramp.

DIVISION DIRECTOR SIGNATURE _____ DATE _____ DBS: APPROVAL <input checked="checked" type="checkbox"/> DENIAL _____ APPROVAL <input checked="checked" type="checkbox"/> DENIAL _____ CO. ADMIN.: APPROVAL _____ DENIAL _____	 <u>11-29-06</u> DEPARTMENT DIRECTOR SIGNATURE _____ DATE _____  <u>11-30-06</u> OPERATIONS ANALYST SIGNATURE _____ DATE _____  <u>11/30/06</u> BUDGET OPERATIONS MANAGER SIGNATURE _____ DATE _____ CO. ADMIN. SIGNATURE _____ DATE _____
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BCC APPROVAL DATE _____ BCC CHAIRMAN SIGNATURE _____

BA NO.	AUTH CODE	TRANS DATE
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RESOLUTION

Amending the Budget of the Transportation Facility - Commercial Paper – Sanibel and Toll Plaza Fund 42138 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2006-2007.

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 Transportation Facility – Commercial Paper Sanibel and Toll Plaza budget for \$3,879,658 of unanticipated revenue from commercial paper proceeds and an appropriation of a like amount for improvements construction and;

WHEREAS, the Transportation Facility – Commercial Paper – Sanibel & Toll Plaza Fund 42138 shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total:		\$5,000,000
Additions		
20581442138.384000.9003	Commercial Paper Proceeds	3,250,007
20581642138.384000.9003	Commercial Paper Proceeds	<u>629,651</u>
Amended Total Estimated Revenues		\$8,879,658

APPROPRIATIONS

Prior Total:		\$5,000,000
Additions		
20581442138.506540	Improvements Construction	3,250,007
20581642138.506540	Improvements Construction	<u>629,651</u>
Amended Total Appropriations		\$8,879,658

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Transportation Facility – Commercial Paper – Sanibel and Toll Plaza Fund 42138 budget 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 _____, 2006.

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

EXHIBIT E

SUPPLEMENTAL AGREEMENT NO. 10

This Supplemental Agreement (hereinafter, "SA") is made and entered into this ____ day of __, 2006 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:

Additional Scope for:

- Additional Bridge B and C MOT Requirements less Scope Reductions, and Revised Quantities
- Additional 150' seawall allowance
- Roadway Lighting Changes
- Time Extension for Transcore System Install for Temporary Facility
- Restrooms and Fish Cleaning Station
- Additional Roadway on Islands A and B

File: Lee County-10

Supplemental Agreement #10 Page E1 of E9

- Toll Plaza Intercom, Security, Access Control & CCTV Systems
- Transcore Systems for Toll Plaza
- Preconstruction Services for an Additional and Renovation of Restroom Facilities between Ft. Myers and Sanibel Island along with the Landscaping of Sanibel Island Causeway

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 Four Million Four Hundred Thirty-Two Thousand Five Hundred and Thirty Dollars (\$4,432,530) 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 and the Sanibel Toll Facility and Roadways (including CM Services and Fees) of \$125,885,372. The new Total GMP for Bridges A, B and C and the Sanibel Toll Facility and Roadways is now One Hundred Thirty Million Three Hundred Seventeen Thousand Nine Hundred and Two Dollars (\$130,317,902). [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 One Hundred Seventy-Seven Thousand and Three Dollars (177,003). This Phase CM Fixed Fee is in addition to the previously authorized CM Fixed Fee for Bridges A, B & C of \$6,501,220. The new total CM Fixed Fee for Bridges A, B and C and the Sanibel Toll Facility and Roadways is now Six Million Six Hundred Seventy-Eight Thousand Two Hundred and Twenty-Three Dollars (\$6,678,223).

2.3 Construction Inspection (CI) Services. Subject to adjustments provided for in the Agreement, the not-to-exceed limit associated with this SA is Seventy-Nine Thousand Five Hundred and Seventy-Six Dollars (79,576). This Phase of CI Services is in addition to the previously authorized not-to-exceed limit of Five Million Three Hundred Eighty-Six Thousand Eight Hundred and Fifty-Nine Dollars (\$5,386,859). The new total for CI services for Bridges A, B, and C and the Sanibel Toll Facility and Roadways is now Five Million Four Hundred Sixty-Six Thousand Four Hundred and

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 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)]

2.6 Preconstruction Services. Subject to adjustments provided for in the Agreement, the not-to-exceed limit associated with this SA is Seventy-Five Thousand Dollars (75,000). This Phase of Preconstruction Services is in addition to the previously authorized not-to-exceed limit of Eight Hundred Twenty-Six Thousand Five Hundred and Twenty-Eight Dollars (\$826,528). The new total for Preconstruction services for Bridges A, B, and C and the Sanibel Toll Facility and Roadways is now Nine Hundred One Thousand Five Hundred and Twenty-Eight Dollars (\$901,528) and is outside the Total GMP stated in Section 2.1 above. [ref. Agreement Paragraph 3.01(3)]

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: Joseph Masterson
Title: Manager of Construction
Date: 9/13/06

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. 10

PROJECT PLANS AND SPECIFICATIONS

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

1. **RFCP 49002-01 – Additional Bridge B & C MOT, Deletion of Deck Lighting Revised Quantities, and Option of Weathered Texture Revisions and Silicone Sealer**
 - a. Scope of Work for RFCP 49002-01 dated May 24, 2004
2. **RFCP 49002-09 – Additional Roadway on Islands A and B**
 - a. Revised Scope of Work per Revision 03 of URS Wall & Bridge Plans all dated December 22, 2004
 - b. Revised Scope of Work per Revision 04 of Johnson Engineering Roadway Plans dated April 7, 2005
3. **RFCP 49002-12 – Removal of Uplift Anchors**
 - a. Bridge A Plan Sheet B-1
4. **RFCP 49002-20 – Additional 150' Seawall**
 - a. Revised Scope of Work per Revision 05 of HNTB Plan Sheet B-2 dated June 17, 2005
 - b. Revised Scope of Work per Revision 05 of HNTB Plan Sheets B-78, B-80, B-80A, B-81, and B-82 dated July 21, 2005
5. **RFCP 49003-07 – Roadway Lighting Changes**
 - a. Scope of Work for RFCP 49003-07 dated March 1, 2006
6. **RFCP 49003-08 – Restrooms and Fish Cleaning Station**
 - a. Scope of Work for RFCP 49003-08 dated April 7, 2006
7. **RFCP 49003-16 – Toll Plaza Intercom, Security, Access Control & CCTV Systems**

Scope of Work for RFCP 49003-16 dated August 21, 2006

8. RFCP 49003-17 – Transcore Systems for Permanent Toll Facility

Scope of Work for RFCP 49003-17 dated August 17, 2006

9. RFCP 49003-19 – Time Extension for Transcore System Install for Temporary Toll Facility

a. Scope of Work for RFCP 49003-19 dated August 17, 2006

10. Provide 30%, 60%, and 90% reviews for Civil, Architectural, Structural, Mechanical, Plumbing, and Electrical Documents and Specifications provided by URS for the construction of a new restroom plus the renovation of the existing restroom facilities on Sanibel Island Causeway. Services shall include preparing contract drawings, bidding and award of new and renovated restrooms, complete landscaping and irrigation of Causeway Islands, as well as preparing construction management for said facilities.

APPENDIX 2
TO
SUPPLEMENTAL AGREEMENT NO. 10

CONTINGENCY AND ALLOWANCES

The Total GMP identified in section 2.1 above includes an additional amount of Three Hundred Twenty-One Thousand Eight Hundred and Twenty-Four Dollars (\$321,824), as CM's Construction Contingency as provided for in the Agreement for the additional scope of work authorized by this SA.

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. 10

PHASE SCHEDULE

(Note: This coordinates with Appendix 3 of SA #5 and SA #6 for the overall completion of Bridges A, B & C and the Toll Facility)

<u>Phase Milestone Date</u>	<u>Calendar Days After Commencement</u>
Commencement	0
Substantial Completion	<u>See Revised Date Below</u>
Demolition & Final Completion	<u>See Revised Date Below</u>

Note: 14 day time extension added for this SA.

*All dates and durations are based upon the original commencement date of May, 11, 2004.

Substantial Completion	<u>April 30, 2007</u> _____
Demolition & Final Completion	<u>July 29, 2007</u> _____

APPENDIX 4
TO
SUPPLEMENTAL AGREEMENT NO. 10

SUPPLEMENTAL TERMS & CLARIFICATIONS

NOT APPLICABLE FOR THIS PHASE