

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

Blue Sheet No. 20070194

1. ACTION REQUESTED/PURPOSE: Approve Supplemental Agreement No. 5 with HDR, Inc. for an amount not to exceed \$264,309.00 for required engineering services related to the waste to energy facility (WTE) including the development of maintenance punch-lists, inventory lists, and quarterly reports in accordance with the Covanta Amended and Restated Service Agreement. Work will also include review of WTE operations and attendance at monthly operations meetings and additional services during project close-out and expansion project start-up.

2. FUNDING SOURCE: Solid Waste Capital Improvement Fund - WTE Expansion Project and Solid Waste System – Operations – Disposal Facilities.

3. WHAT ACTION ACCOMPLISHES: Provides for additional engineering services related to the WTE expansion project and expanded facility operations/maintenance monitoring and reporting.

4. MANAGEMENT RECOMMENDATION: Staff recommends approval of the requested motion.

5. Departmental Category: C88		6. Meeting Date: Feb. 20, 2007
7. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	8. Requirement/Purpose: (specify)	
	<input type="checkbox"/> Statute	
	<input type="checkbox"/> Ordinance	
	<input checked="" type="checkbox"/> Admin. Code	
	<input type="checkbox"/> Other	
		9. Request Initiated: Commissioner _____ Department Public Works Division Solid Waste By: <u>Lindsey J. Sampson</u> <i>Lindsey J. Sampson</i>

10. Background:
HDR, Inc. provided assistance to the County in negotiating the project management agreement between Lee County and Covanta for the construction of the WTE expansion project and prepared the feasibility study for the project. HDR was also instrumental in assisting the County with final negotiation of the Amended and Restated Service Agreement for operations and maintenance of the expanded WTE facility.

This Supplemental Task authorizes HDR to continue assisting the County for both construction and operations monitoring. Work includes but is not limited to the development of maintenance punch-lists and verification of completion, operations monitoring, quarterly reports on operations, report to trustee, review and verification of facility inventory requirements, review of annual stack testing work, etc., all in accordance with the County's Amended and Restated Service Agreement with Covanta Energy.

Funds are available in account string: 20092340131.506510 - \$ 75,948.00
OB5340840100.503140 - \$ 188,361.00

11. 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. S. 2-5-07</i>	<i>Bundy</i>	<i>N.A.</i>		<i>S. D. 2/6/07</i>	<i>2/7/07</i>	<i>2/7/07</i>	<i>2/7/07</i>	<i>2/7/07</i>	<i>J. S. 2-5-07</i>

12. Commission Action:

Approved
 Deferred
 Denied
 Other

RECEIVED BY COUNTY ADMIN:
2/6/07 2:45 MP.
COUNTY ADMIN FORWARDED TO:
2/8/07 9:11 AM

Rec. by CoAtty
Date: *2/6/07*
Time: *9:25 AM*
Forwarded To:
2/6/07 11:45 AM

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

Change Order
 Supplemental Task Authorization

NO.: 5

(A Change Order or Supplemental Task Authorization Requires Approval by the Department Director for Expenditures Under \$50,000 or Approval by the County Manager for Expenditures Between \$50,000.01 and \$100,000 or Approval by the Board of County Commissioners for Expenditures over \$100,000)

CONTRACT/PROJECT NAME: ENGINEERING CONSULTANT FOR THE WTE EXPANSION PROJECT

CONSULTANT: HDR ENGINEERING, INC. PROJECT NO.: _____

SOLICIT NO.: CN-05-08 CONTRACT NO.: 3117 ACCOUNT NO. _____

REQUESTED BY: LEE COUNTY DATE OF REQUEST: January 11, 2007

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: 1/11/07

EXHIBIT "CO/STA-B" COMPENSATION & METHOD OF PAYMENT: DATED: 1/11/07

EXHIBIT "CO/STA-C" TIME AND SCHEDULE OF PERFORMANCE: DATED: 1/11/07

EXHIBIT "CO/STA-D" CONSULTANT'S/PROVIDERS ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: 1/11/07

EXHIBIT "CO/STA-E" PROJECT GUIDELINES AND CRITERIA DATED: 1/11/07

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

RECOMMENDED:
By: [Signature] 1/31/07
Department Director Date

ACCEPTED
By: [Signature]
Consultant/Provider

COUNTY APPROVAL:
By: _____
Department Director (Under \$50,000)

By: [Signature] 2/7/07
Contracts Management Date

Date Accepted: 1-23-07

Date Approved: _____

(CORPORATE SEAL)

By: _____
County Manager
(Between \$50,000.01 and \$100,000)

Date Approved: _____

APPROVED:

*County Attorney's Office Date

By: _____
Chairman
Board of County Commissioners
(Over \$100,000)

Date Approved: _____

* County Attorney signature needed for
over Board level expenditures only

- CHANGE ORDER AGREEMENT No. _____
or
 SUPPLEMENTAL TASK AUTHORIZATION No. 5

EXHIBIT "CO/STA-A"

Date: 1/11/07

SCOPE OF PROFESSIONAL SERVICES

for Engineering Consultant for the WTE Project

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:

Task 7. Construction Monitoring

This task extends the time period for construction monitoring on Unit 3 construction through June 2007. Consultant will provide approximately 16 hours per week of construction oversight, attendance at contractor meetings and assistance in resolution of field problems through the anticipated construction completion date.

Task 15. O&M Punch List Development and Maintenance

Provide O&M Punch Lists to enable enforcement of Standards of Maintenance in accordance with Section 3.03 of the Amended and Restated Service Agreement (ARSA) between Lee county and Covanta Lee, Inc. Provide monthly walkdowns of facility to identify items requiring repairs, refurbishments or replacements: document completion status of previously identified deficiencies. Issue monthly reports to County and Covanta with photographic descriptions of deficient items. Provide mother reports through October 2007. Provide estimated costs and establish completion schedules for items not completed in a timely manner, or disputed by Covanta.

Task 16. Operations Monitoring

Provide inspections of the WTE Facility during major maintenance activities and review pertinent equipment performance and over-haul reports provided by Covanta or the county. Attend Monthly Coordination Meetings with the county and Covanta. Perform review of key plant metrics regarding performance and environmental compliance and discuss any areas of concern at the Coordination Meetings. Attend monthly meetings throughout calendar year 2007.

(Continued)

*Attach additional pages, if needed.

Task 17. Quarterly Reports

Provide two Quarterly Reports and two Annual Reports during calendar year 2007. The first report will be an annual report for the County's fiscal year FY2006 (ending September 2006) and will included some information provided by the County's previous consulting engineer. The two Quarterly Reports will be for quarters ending March and June 2007. The quarter ending September 2007 will be an Annual Report and will be completed no later than December 20, 2007. Each report will address operation, maintenance, environmental and production performance of the facility and will include appropriate graphs and tables to facilitate the identification of performance trends.

Task 18. Facility Inventory Lists

Prepare the Plant Inventory List in accordance with Section 3.05 of the ARSA, using baseline equipment lists for the original and expanded facility. Add lists of spare parts chemicals and supplies. This list will be prepared following acceptance of Unit 3 and used to memorialize County owned property for use at the end of the contract term for comparisons.

Task 19. Project Reimbursable Expenses

This task is used to capture consultant's allowable reimbursable expenses for travel associated with any of the open tasks. The intent of the task is to facilitate the capture of expenses associated with staff performing multiple tasks during the same trip.

Note: Quarterly and Annual reports shall be provide to County with 6 hard copies and 1 electronic copy. Inventory lists and punchlists shall be provided in electronic editable format approved by County.

CHANGE ORDER AGREEMENT No.
 SUPPLEMENTAL TASK AUTHORIZATION No. 5_

EXHIBIT "CO/STA-B"

Date: 1/11/07

COMPENSATION AND METHOD OF PAYMENT

for Engineering Consultant for the WTE Project

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 "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.)
7	Construction Monitoring	\$75,948.00	NTE	WIPP
15	O&M Punchlist Development and Maintenance	\$46,392.00	NTE	WIPP
16	Operations Monitoring	\$50,595.00	NTE	WIPP
17	Quarterly Reports	\$34,859.00	NTE	WIPP
18	Facility Inventory Lists	\$20,515.00	NTE	WIPP
19	Project Expenses	\$36,000.00	NTE	WIPP
Note: Funds may be re-allocated between tasks only with written authorization by the Solid Waste Division Director. Such changes will be accompanied by a written request/explanation by the Consultant or the Division Director.				
TOTAL		\$264,309.00	NTE	

(Unless list is continued on next page)

CHANGE ORDER AGREEMENT No. _____

SUPPLEMENTAL TASK AUTHORIZATION No. 5

EXHIBIT "CO/STA-C"

Date: 1/11/07

TIME AND SCHEDULE OF PERFORMANCE

for Engineering Consultant for the WTE Project

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

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

Phase and/or Task Reference as Enumerated in EXHIBIT AA@	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days For Completion from Date of Notice to Proceed For this CO or STA
	Task 7	180	180
	Tasks 15,16,17,18,19	365	365

CHANGE ORDER AGREEMENT No. _____

SUPPLEMENTAL TASK AUTHORIZATION No. 5

EXHIBIT "CO/STA-C"

Date: 1/11/07

TIME AND SCHEDULE OF PERFORMANCE

for Engineering Consultant for the WTE Project

SECTION 2.00 SUMMARY OF THE IMPACT OF CHANGE(S) IN PROFESSIONAL SERVICES ON THE OVERALL PROJECT TIME AND SCHEDULE OF PERFORMANCE

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

Phase and/or Task Reference as Enumerated in EXHIBIT >A= and EXHIBIT >CO/STA-A=	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days For Completion From Date of Notice to Proceed
STA 5	Tasks 7,15,16,17,18,19	365	365

CHANGE ORDER AGREEMENT No. _____
or
 SUPPLEMENTAL TASK AUTHORIZATION No. 5

EXHIBIT "CO/STA-D

Date: 1/11/07

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

for Engineering Consultant for the WTE Project

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
	No Change					

CHANGE ORDER AGREEMENT No. _____

or

SUPPLEMENTAL TASK AUTHORIZATION No. 5

EXHIBIT "CO/STA-E"

Date: 1/11/07

PROJECT GUIDELINES AND CRITERIA

for Engineering Consultant for the WTE Project

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