

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

Blue Sheet No. 20070423

1. ACTION REQUESTED/PURPOSE: Approve Supplemental Task Authorization (STA) No. 13 under CN-02-21 MISCELLANEOUS LANDSCAPE ARCHITECTURAL SERVICES for the Treeline Avenue/Ben Hill Griffin Parkway from Daniels Parkway to Alico Road project to Johnson Engineering, Inc., (Contract #2262), in the amount of \$91,790.00, for a project total of \$228,950.00. Also, authorize Chairman to execute STA on behalf of the Board. This STA was anticipated and funds are available.

2. FUNDING SOURCE: Fund – Capital Improvement Program; Program – Capital Projects; Project – Treeline Avenue South Airport Entrance to Daniels Parkway

3. WHAT ACTION ACCOMPLISHES: Provides Lee County with a Consultant for construction assistance, change orders/interpretations, shop drawings, clarifications, testing services, substantial completion certifications and record drawings.

4. MANAGEMENT RECOMMENDATION: Approve

5. Departmental Category: 09' C9F		6. Meeting Date: APR 10 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)	
	Statute	
	Ordinance	
	<input checked="" type="checkbox"/> Admin. Code	AC-4
	Other	
		9. Request Initiated: Commissioner Department Transportation Division By: Scott Gilbertson, Director

10. Background:

On September 10, 2002, the Board of County Commissioners approved the award of CN-02-21 MISCELLANEOUS LANDSCAPE ARCHITECTURAL SERVICES to six (6) landscape architectural firms.

PROJECT SUMMARY

STA No. 5 was approved under this contract in the amount of \$45,370.00

It is requested that STA No. 13 be approved for additional services under this project to Johnson Engineering as a continuation of services in the amount of \$91,790.00.

Total contract amount for this project: \$228,950.00.

Funds are available in the following account: 20406230100.506510.

Attachments: 1) Three (3) Original STA's for execution.

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>[Signature]</i> 3/26/07	<i>[Signature]</i>	N/A		<i>[Signature]</i> 3/27/07	<i>[Signature]</i> 3-28-07	<i>[Signature]</i> 3/28/07	<i>[Signature]</i> 3/28/07	<i>[Signature]</i> 3-27-07	<i>[Signature]</i>

12. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: <i>[Signature]</i>
3/27/07
4:35pm
COUNTY ADMIN FORWARDED TO: <i>[Signature]</i>
3/28/07

Rec. by CoAtty
Date: 3/27/07
Time: 10:20am
Forwarded To: <i>[Signature]</i>

CHD 2:06pm

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

Change Order
 Supplemental Task Authorization

NO.: 13
Continue of #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: Miscellaneous Landscape Architecture Services for Treeline Avenue/Ben Hill Griffin Parkway from Daniels Parkway to Alico Road

CONSULTANT: Johnson Engineering, Inc. PROJECT NO.: ~~5047~~ 4062

SOLICIT NO.: CN-0221 CONTRACT NO.: 2262 ACCOUNT NO. 20406230100.506510
~~40504700100.503490~~

REQUESTED BY: Pat Moore DATE OF REQUEST: January 24, 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: January 29, 2007
- EXHIBIT "CO/STA-B" COMPENSATION & METHOD OF PAYMENT: DATED: January 29, 2007
- EXHIBIT "CO/STA-C" TIME AND SCHEDULE OF PERFORMANCE: DATED: January 29, 2007
- EXHIBIT "CO/STA-D" CONSULTANT'S/PROVIDERS ASSOCIATED SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: January 29, 2007
- EXHIBIT "CO/STA-E" PROJECT GUIDELINES AND CRITERIA DATED: January 29, 2007

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

RECOMMENDED:
By: [Signature] 3/13/07
Date
Department Director

ACCEPTED
By: [Signature]
Consultant/Provider

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

By: [Signature] 3/16/07
Date
Contracts Management

Date Accepted: 3/2/2007

Date Approved: _____

(CORPORATE SEAL)

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

APPROVED:

Date
*County Attorney's Office

Date Approved: _____

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

* County Attorney signature needed for over Board level expenditures only

CMO:023
03/14/2006

CHANGE ORDER AGREEMENT No. _____

or

SUPPLEMENTAL TASK AUTHORIZATION No. 13

EXHIBIT "CO/STA-A"

Date: January 29, 2007

SCOPE OF PROFESSIONAL SERVICES

for Treeline Avenue/Ben Hill Griffin Parkway from Daniels Parkway to Alico Road

SECTION 1.00 CHANGE (S) TO PROFESSIONAL SERVICES

The "Scope of Professional Services" as set forth in Exhibit "A" of the Professional Services Agreement, or Service Provider Agreement, referred to hereinbefore is hereby supplemented, changed or authorized, so that the CONSULTANT or SERVICE PROVIDER, shall provide and perform the following professional services, tasks, or work as a supplement to, change to, or authorized to, the scope of services previously agreed to and authorized:

The Consultant will apply the following scope of services and tasks to approximately 3 miles of roadway median along Treeline Avenue/Ben Hill Griffin Parkway from Daniels Parkway to Alico Road.

Task 8.3 - Construction Assistance

During the construction phase, the CONSULTANT, consisting of the Landscape Architect of Record and/or Construction Observation personnel, will furnish professional services of Construction Contract Administration and/or Inspection Services.

Task 8.4 - Site Visits

The CONSULTANT shall make visits to the site on average twice a week during the construction period; site visits shall increase during key construction milestones and decrease during less active periods of construction as approved by the COUNTY. These intervals shall be conducted appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of CONTRACTOR(S) and to determine if work is proceeding in substantial accordance with the contract documents.

The CONSULTANT shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the CONTRACTOR(S) or the safety precautions and programs incident to the work of the CONTRACTOR(S). The CONSULTANT shall not be responsible for the failure of the CONTRACTOR(S) to perform the work in accordance with the contract documents.

Task 8.5 - Change Orders/Interpretations

The CONSULTANT shall assist in the preparation and/or evaluation of Change Orders as required and as may be initiated or recommended by the COUNTY or the CONTRACTOR(S). The Landscape Architect of Record shall act as the COUNTY's CONSULTANT to require special inspection or testing of the work subject to the written approval of the COUNTY and render evaluations of the acceptability of the work there under.

Task 8.6 Shop Drawings/Substitutions

The Landscape Architect of Record shall review, reject and/or approve shop drawings which each CONTRACTOR is required to submit, but only for conformance with the design concept of the project and compliance with the contract documents. Also determine the acceptability, subject to COUNTY approval, of substitute materials and equipment proposed by CONTRACTOR(S). All this work will be scheduled, transmitted and received by the COUNTY.

Task 8.7 - Clarifications / Interpretations

The Landscape Architect of Record shall respond to requests of the COUNTY for necessary clarifications and interpretations of the contract documents. The compensation for the work in this paragraph is not intended to be applied as a remedy to any plan or document deficiencies that may become evident during the construction phase.

Task 8.8 - Full-time Observation

Section 1 – GENERAL

The CONSULTANT shall consult with and advise the COUNTY and act as the COUNTY's representative as provided in this Scope of Services. The extent and limitations of the duties, responsibilities and authority of the CONSULTANT as assigned in said Scope of Services shall not be modified except as the CONSULTANT may otherwise agree in writing. All of the COUNTY's instructions to Contractor will be issued through the CONSULTANT who shall have authority to act on behalf of the COUNTY in dealings with Contractor, Florida Department of Transportation (FDOT), Utility Companies, News Media and Public inquiries to the extent provided in this Agreement and said Scope of Services except as otherwise provided in writing.

This statement of work describes and defines the services which are required for Construction Observation and Inspection and contract administration for the Treeline Avenue/Ben Hill Griffin Parkway Landscape and Irrigation Improvements Project from Daniels Parkway to Alico Road.

The CONSULTANT shall be responsible for all Construction Observation and Inspection and administrative functions as defined in Task 8.8.

In connection with observations of the work of the Contractor while it is in progress:

CONSULTANT shall observe as a Construction Observation and Inspection professional the general progress and quality of the various aspects of Contractor's work. Such observations by CONSULTANT are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement and the Contract Documents. Based on information obtained during such observations, CONSULTANT shall endeavor to determine specifically if such work is proceeding in accordance with the design concept and the design information shown in the Contract Documents and CONSULTANT shall keep OWNER and Contractor informed of the progress of such work in respect to the project schedule. The responsibilities of the CONSULTANT contained in this paragraph are expressly subject to the limitations set forth and other express or general limitations in this Agreement.

The CONSULTANT shall not, as a result of such observations of the Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall the CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor's furnishing and performing the work. Accordingly, the CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

The CONSULTANT shall provide personnel meeting the requirements set forth in Section 6.0 of this Task 8.8 in sufficient numbers and at the proper times so that the

responsibilities assigned under this Agreement are effectively carried out. All Construction Observation and 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 Observation and Inspection and contract administration used by Lee County Department of Transportation.

In order for the CONSULTANT to schedule his activities, the COUNTY shall endeavor to provide the CONSULTANT 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 after notification. No personnel shall be assigned until written notification by the COUNTY Project Manager has been issued.

Construction Observation 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 Observation 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 – SUB-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 sub-task(s) and/or provide the following item(s) which are enumerated to correspond to sub-task(s) and/or items set forth in EXHIBIT "B" entitled "COMPENSATION AND METHOD OF PAYMENT". The following sub-task(s) shall be performed and/or provided for each project independently, unless specified otherwise.

SUB-TASK INDEX

8.8-A Project Installation

8.8-B Testing Services (lab work by others)

8.8-C Items Furnished by the Consultant

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 8.8-A - Project Installation

The CONSULTANT shall provide personnel and services to monitor the CONTRACTOR's on-site construction operations as defined in this Task 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 observation 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 Landscape Architect 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 observation services normally assigned to a Resident Landscape Architect 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 services shall include but are not necessarily limited to the following:

A-1 The CONSULTANT shall 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. The CONSULTANT shall confirm CONTRACTOR's project superintendent qualifications as required by the project specifications and contract documents.

A-2 The CONSULTANT shall maintain on a weekly basis (or as required by COUNTY) 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 weekly. The CONSULTANT shall immediately report apparent significant changes in quantity, time or cost as they are noted. The CONSULTANT shall maintain a weekly Construction Diary which shall outline all activity on each project each site visit. All emergencies shall be reported immediately to the COUNTY Project Manager but in no case in excess of 24 hours from site visit.

A-3 The CONSULTANT shall maintain a log of all materials entering into the work with proper indication of the basis of acceptance of each shipment of material. CONSULTANT shall review storage of sensitive materials to ensure degradation from damage from weather, vandalism, etc.

A-4 The CONSULTANT shall 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.

A-5 The CONSULTANT shall 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.

A-6 With each pay request, 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 Weekly Progress Estimate.

A-7 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 Landscape Architect of Record.

A-8 Evaluate Substitution Change Proposals, in cooperation with the Landscape Architect of Record, and provide conclusions as to whether or not proposed changes are equal to quality and performance of the contract plans and specifications and evaluate the accuracy of the estimated savings to the COUNTY and CONTRACTOR.

A-9 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.

A-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.

A-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.

A-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.

A-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.

A-14 Assist the COUNTY in negotiating all changes with the CONTRACTOR. CONSULTANT shall determine a fair cost estimate when deemed necessary by the COUNTY. The COUNTY Project Manager will review and approve recommended changes in cost and time. The COUNTY shall prepare change order documents and track the status of each one until executed. The CONSULTANT shall prepare supplement and back up documentation when required by the COUNTY.

A-15 Assist appropriate COUNTY personnel in preparing for arbitration hearings or litigation with any aspect of the projects covered by this Agreement.

A-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.

A-17 Assist in the coordination between the CONTRACTOR, FDOT 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.

A-18 The CONSULTANT's Project Landscape Architect will conduct weekly meetings as required with the respective CONTRACTOR, subcontractor, FDOT and/or utility companies to review plans, schedules, problems or other areas of concern. The results of these meetings will be recorded on the Landscape Architect's weekly Summary with minutes distributed to all affected parties including the COUNTY Project Manager.

A-19 Conduct and document field reviews of the maintenance of traffic operation during and after normal working hours, weekends, and holidays if maintenance of traffic represents a potential hazard to the public.

A-20 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.

A-21 The CONSULTANT shall record the progress of work by taking digital color photographs of pertinent construction activities. The extent and frequency of the photographs shall be determined by the CONSULTANT unless specifically dictated otherwise by the COUNTY. Photographic documentation of noteworthy incidents or events shall be made including but not limited to the following:

- 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 and upon request, to the COUNTY Project Manager. Pertinent photographs will be maintained and available for viewing at the project office throughout the course of construction.

A-22 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 weekly basis, and after a review with the CONTRACTOR, advise the COUNTY of any areas the CONTRACTOR appears to be falling behind.

A-23 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 8.8-B - Testing Services (laboratory work by others)

The CONSULTANT shall observe the hydrostatic and operation pressure testing and submit results to COUNTY Project Manager.

The CONSULTANT shall review results from an independent testing agency approved by COUNTY Project Manager to ensure compaction tests meet specifications and provide said documentation of compliance to COUNTY Project Manager.

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, DOT label, DOT stamps, etc.

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 construction operations as contained in the construction contract documents for B-07-05.

Task 8.8-C - Items Furnished by the Consultant

The CONSULTANT will provide required equipment and supplies, including but not limited to, photographic equipment, transportation vehicles/fuel, GPS devices, tapes, rules and any other items necessary. Quantity and quality of the items are to meet the COUNTY Project Manager's approval.

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 CONSULTANT will furnish and maintain hand-held telephones for his field personnel and furnish the Project Manager with 24 hour 7 days per week personnel contact information.

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 OBSERVATION SERVICES

This Section 5 clarifies the responsibilities of the CONSULTANT with regard to the technical observation services required for satisfactory performance of this

Construction Observation and Inspection contract and is presented as a general description of more detailed information contained in the official FDOT 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 evaluation and decision by the Landscape Architect of Record. They might involve problems such as: out of tolerance work, out of specification materials, material 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 an acceptable result.

In particular, the CONSULTANT shall first utilize their own personnel and resources in order to assess the problems, likely impacts, and/or technical and contractual implications of any proposals put forward by the CONTRACTOR upon the project. 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 their technical proposals. The CONSULTANT shall make these assessments in order to formulate their recommendations. The CONSULTANT shall then forward their assessments and recommendations to the COUNTY Project Manager and Landscape Architect 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 Landscape Architect 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.

CONSULTANT 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 inspection of the item which caused the problem, but where that item is now under their area of control (such as might be the case when defective materials made at a facility under the inspection of a different party and later delivered to the site), the CONSULTANT shall formulate their assessments and recommendations and cooperate in the resolution of the problem as above.

In situations where the Landscape Architect of Record does not have any involvement, the CONSULTANT shall make all necessary assessments and evaluations and shall then advise the COUNTY of their 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.

An individual previously approved by the CONSULTANT 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 Landscape Architect 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 observation 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 3 days to demobilize, relocate, or terminate such forces.

D) 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 Exhibit "COA-E" entitled Project Guidelines and Criteria

Section 8 – 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.

Task 8.9 - 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 may be required by the COUNTY or COUNTY Project Manager to augment the CONSULTANT's services under this Agreement. The CONSULTANT shall be fairly compensated for such additional services, the fee for which will be negotiated and agreed upon prior to implementation of that service. Additional services may include but are not limited to:

- A) The CONSULTANT will, upon review and approval of the Landscape Architect 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 Landscape Architects or Landscape Architecture Interns as expert 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. The COUNTY may, at its discretion, request the CONSULTANT to expand its Construction Observation Inspection services to include adjacent or related contracts. 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) Should the COUNTY ask for additional tasks that exceed the amount stated herein, then the CONSULTANT shall be paid for the additional work on a TIME AND MATERIALS basis with prior approval by the COUNTY.
- G) This Agreement only includes the construction/installation portion of the project. At the request of the COUNTY, the CONSULTANT shall prepare a scope of services to include observation of the one (1) year maintenance agreement contract the COUNTY has with the CONTRACTOR.

Task 8.10 - Substantial Completion / Certifications/Warranties

The Landscape Architect of Record shall participate in a pre-substantial inspection for the purpose of determining if the project is substantially complete, and participate with the COUNTY in the preparation of a written "punch list" of all incomplete, defective or deficient items.

Participate in a substantial together with COUNTY and CONTRACTOR representatives to assure that all "punch list" items are completed and the work is indeed completed in accordance with all contract documents. Upon completion of the substantial inspection, certify, in writing to the COUNTY, that the work in place is acceptable, subject to any conditions therein expressed.

After satisfactory completion of the project, the Landscape Architect of Record shall prepare certification and/or notification of the completion of construction to the satisfaction of any permitting agency requiring such a submittal.

Task 8.11 - Record Drawings

The Landscape Architect of Record shall prepare record drawings delineating the dimensions, locations, elevations, etc. of all facilities as constructed. Provide the COUNTY with one set of reproducible mylar drawings and three (3) sets of prints of the record drawings clearly marked "as built." In preparing these drawings, the CONSULTANT will revise the original contract drawings utilizing information provided by the COUNTY from the CONTRACTOR who will upgrade "as built" information periodically as the construction effort progresses, and as supplemented by appropriate observation or survey work by the CONSULTANT.

These record drawings shall show any changes from the original plans. The detail of these record drawings shall be based on the level of detail provided in the original plans.

Based on record drawing information furnished by the CONTRACTOR, the CONSULTANT shall prepare certification letters to permit agencies.

The CONSULTANT shall review the CONTRACTOR's Maintenance Manual and ensure completeness and compliance with the project contract documents prior to submission to the COUNTY Project Manager

CHANGE ORDER AGREEMENT No. _____

or

SUPPLEMENTAL TASK AUTHORIZATION No. 13

EXHIBIT "CO/STA-B"

Date: January 29, 2007

COMPENSATION AND METHOD OF PAYMENT

for Treeline Avenue/Ben Hill Griffin Parkway from Daniels Parkway to Alico Road

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.)
8.3	Construction Assistance			
8.4	Site Visits	Included in Task 8.8A	-	WIPP
8.5	Change Orders/Interpretations	\$2,050.00	NTE	WIPP
8.6	Shop Drawings/Substitutions	\$2,540.00	NTE	WIPP
8.7	Clarifications/Interpretations	\$2,730.00	NTE	WIPP
8.8	Full Time Observation			
8.8-A	Project Installation	\$68,970.00	NTE	WIPP
8.8-B	Testing Services	Included in Task 8.6	-	WIPP
8.8-C	Items Furnished by the Consultant	Included in Task 8.8-A	-	WIPP
8.9	Other Services	\$10,000.00	NTE	WIPP
8.10	Substantial Completion/Certifications/Warranties	Included in Task 8.8-A	-	WIPP
8.11	Record Drawings	\$5,500.00	NTE	WIPP
	Task #8 Total	\$91,790.00		

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CHANGE ORDER AGREEMENT No. _____

or

SUPPLEMENTAL TASK AUTHORIZATION No. 13

SECTION 2.00 SUMMARY OF CHANGE(S) IN COMPENSATION

Pursuant to and in consideration of the change(s) in the Scope of Professional Services set forth in the CHANGE ORDER or AGREEMENT, Exhibit "CO/STA-A", the compensation the COUNTY has previously agreed to pay to the CONSULTANT, or SERVICE PROVIDER, as set forth in Exhibit "B" of the Professional Services Agreement, or Service Provider Agreement, shall be changed to be as follows:

Section/ Task Number	Section/Task Name	Compensation In the Basic Agreement	Adjustment(s) by Previous CO or STA Nos.	Adjustment(s) Due to this CO or STA Nos.	Summary of Changed Compensation
STA-01	Koreshan		\$29,710		\$29,710
STA-02	US41 Phase One		\$23,000		\$23,000
STA-03	Gateways Master Plan		\$41,495		\$41,495
STA-04	Daniels/Corkscrew		\$24,550		\$24,550
STA-05	Treeline		\$45,370		\$45,370
STA-06	Additional Services Koreshan		\$5,160		\$5,160
STA-07	US41 Median/College-Jamaica Bay		\$32,630		\$32,630
STA-08	Palm Beach Blvd/I75		\$30,460		\$30,460
STA-09	Enhanced US41 Median/College-Jamaica Bay		\$15,400		\$15,400
STA-10	Gladiolus Dr./Bass Rd./Winkler Rd. to Pine Ridge Rd./ Summerlin Rd. to Gladiolus Dr.		\$27,000		\$27,000
STA-11	Cypress Lake Drive/Summerlin Road to McGregor Boulevard		\$22,800		\$22,800
STA-12	US41 Median/College-Jamaica Bay Continuation of STA-07		\$83,759		\$83,759
	Treeline Avenue/Ben Hill Griffin Parkway from Daniels Parkway to Alico Road			\$91,790	\$91,790
TOTAL			\$381,334	\$91,790	\$473,124

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CHANGE ORDER AGREEMENT No. _____

or

SUPPLEMENTAL TASK AUTHORIZATION No. 13

EXHIBIT "CO/STA-C"

Date: January 29, 2007

TIME AND SCHEDULE OF PERFORMANCE

for Treeline Avenue/Ben Hill Griffin Parkway from Daniels Parkway to Alico Road

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 "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 For this CO or STA
8.3	Construction Assistance	Estimated at 90 days from NTP	Estimated at 90 days from NTP
8.4	Site Visits	"	"
8.5	Change Orders/Interpretations	"	"
8.6	Shop Drawings/Substitutions	"	"
8.7	Clarifications/Interpretations	"	"
8.8	Full Time Observation	"	"
8.9	Other Services	"	"
8.10	Substantial Completion/Certifications/Warranties	"	"
8.11	Record Drawings	"	"

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CHANGE ORDER AGREEMENT No. _____

or

SUPPLEMENTAL TASK AUTHORIZATION No. 13

EXHIBIT "CO/STA-C"

Date: January 29, 2007

TIME AND SCHEDULE OF PERFORMANCE

for Treeline Avenue/Ben Hill Griffin Parkway from Daniels Parkway to Alico Road

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
	None		

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CHANGE ORDER AGREEMENT No. _____

or

SUPPLEMENTAL TASK AUTHORIZATION No. 13

EXHIBIT "CO/STA-D"

Date: January 29, 2007

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

for Treeline Avenue/Ben Hill Griffin Parkway from Daniels Parkway to Alico Road

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
	None					

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CHANGE ORDER AGREEMENT No. _____

or

SUPPLEMENTAL TASK AUTHORIZATION No. 13

EXHIBIT "CO/STA-E"

Date: January 29, 2007

PROJECT GUIDELINES AND CRITERIA

for Treeline Avenue/Ben Hill Griffin Parkway from Daniels Parkway to Alico Road

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:

ITEM No. 1: Consultant and Lee County agree that certain tasks fees shown in Exhibit "B" may exceed the amount shown in this contract, providing the agreement is mutual and the total contract amount is not surpassed.

ITEM No. 2: The Consultant shall prepare the plans in a manner that will place the core level items and intensified core level items on separate drawing layers, so that the intensified layer may be turned on to show all intensified core level items, or turned off to remove all intensified core level items.

ITEM No. 3: Project Schedule - Consultant and County agree that time is of the essence to complete the project tasks and submit the following documents to the Project Manager by the dates shown on the schedule below:

Tasks 8.3 – 8.11 All tasks shall be completed 90 calendar days (based on construction schedule) from CONTRACTOR's Notice to Proceed. The CONSULTANTS's schedule shall be directly related to any/all changes in the CONTRACTOR's schedule.

Dates will be established upon award of project to the CONTRACTOR.

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