

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


Blue Sheet No. 20070612

1. ACTION REQUESTED/PURPOSE: Approve Supplemental Task Authorization (STA) #3 under CN-06-12 Miscellaneous Professional Services, with Stanley Consultants, Inc., Contract No. 3597, for the project known as Mulloch Creek Weir Replacement, in the amount of \$135,012.00. Authorize Chairman to execute STA on behalf of the Board.

2. FUNDING SOURCE: Fund-Capital Improvement Fund; Program-CIP Program; Project- East Mulloch Drainage District Weir Replacement.

3. WHAT ACTION ACCOMPLISHES: Provides a Consultant to perform design and permitting services for the Mulloch Creek Weir Replacement.

4. MANAGEMENT RECOMMENDATION: Approve

5. Departmental Category: <u>CSC</u>		6. Meeting Date: MAY 01 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 <u>AC-4-4</u>	
	<input type="checkbox"/> Other	
		9. Request Initiated: Commissioner _____ Department <u>Public Works</u> Division <u>Natural Resources</u> By: <u>Roland Ottolini, Director</u> 

10. Background:

On June 20, 2006, the Board approved the award of CN-06-12 MISCELLANEOUS PROFESSIONAL SERVICES with a total of nineteen (19) Consultant firms for a contract period of two (2) years with the option of renewal for one (1) additional year. Stanley Consultants, Inc. is one of the selected firms.

We are requesting approval of Supplemental Task Authorization (STA) No.3 with Stanley Consultants, Inc., to perform design and permitting services for the Mulloch Creek Weir replacement in the amount of \$135,012.00

Funds are available in the following account: 20859030100.506510

Attachments: 1) Three (3) Supplemental Task Authorizations 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.	
<u>Jamund</u> 4-17-07	<u>C. W. ...</u>	<u>N/A</u>	<u>AD 41B</u>	<u>...</u> 4/17/07	<u>...</u> 4-19-07	<u>...</u> 4/17/07	<u>...</u> 4/17/07	<u>...</u> 4-17-07	<u>Jamund</u> 4-17-07

12. Commission Action:

- Approved
- Deferred
- Denied
- Other

Rec. by CoAtty
Date: <u>4/17/07</u>
Time: <u>1:25 pm</u>
Forwarded To: _____

RECEIVED BY COUNTY ADMIN: <u>EW</u>
<u>4/18/07</u>
<u>9 AM</u>
COUNTY ADMIN FORWARDED TO: <u>PK</u>
<u>4-19-07</u>
<u>2:15 pm</u>

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

Change Order
 Supplemental Task Authorization

NO.: 03

(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 Professional services / Mulloch Creek Weir Replacement

CONSULTANT: Stanley Consultants, Inc. PROJECT NO.: 19473.03 8590

SOLICIT NO.: CN-06-12 CONTRACT NO.: 3597 ACCOUNT NO. 20859030100.506510

REQUESTED BY: Lee Department of Natural Resources DATE OF REQUEST: March 13, 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: March 13, 2007

EXHIBIT "CO/STA-B" COMPENSATION & METHOD OF PAYMENT: DATED: March 13, 2007

EXHIBIT "CO/STA-C" TIME AND SCHEDULE OF PERFORMANCE: DATED: March 13, 2007

EXHIBIT "CO/STA-D" CONSULTANT'S/PROVIDERS ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: March 13, 2007

EXHIBIT "CO/STA-E" PROJECT GUIDELINES AND CRITERIA DATED: March 13, 2007

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

RECOMMENDED:
By: [Signature]
Department Director Date

ACCEPTED
By: [Signature]
Consultant/Provider Sr. V.P.

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

By: [Signature] 4/12/07
Contracts Management Date

Date Accepted: March 15, 2007

Date Approved: _____

(CORPORATE SEAL)

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

APPROVED:
*County Attorney's Office Date

Date Approved: _____

* County Attorney signature needed for
over Board level expenditures only

By: [Signature]
Chairwoman
Board of County Commissioners
(Over \$100,000)
Date Approved: _____

CHANGE ORDER AGREEMENT No. _____

or

SUPPLEMENTAL TASK AUTHORIZATION No. 03

EXHIBIT "CO/STA-A"

Date: March 13 2007

SCOPE OF PROFESSIONAL SERVICES

for: CN-06-12 / Mulloch Creek Weir Replacement

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 intent of this Supplemental Task Authorization is to provide design and permitting services and associates tasks for

TASK 1.00 DESIGN AND PERMITTING SERVICES

- 1.1 The ENGINEER will research existing South Florida Water Management District (SFWMD) storm water permits issued for the immediate area and basin drainage criteria for Mulloch Creek weir replacement, downstream channel segment and south embankment.
- 1.2 A topographic and hydrographic survey of the existing weir, creek canal, associated drainage, and features required for design will be performed by our sub-consultant, Cooner & Associates. The survey scope of services shall include:
 - Establish horizontal and vertical control for the project site.
 - Should COUNTY right-of-way information not be available, establish COUNTY right-of-way for the project site.
 - Locate existing Mulloch Creek weir including elevations of all weir components.
 - Locate existing upstream and downstream culvert elevations.
 - Acquire cross-sectional data every 100 ft. for 600 ft. west (downstream) of the existing culvert (approximately 7 cross-sections).
 - Acquire cross-sectional data east (upstream) of the culvert every 100 ft. for 300 ft. (approximately 3 cross-sections).
 - All cross-sections shall be from the COUNTY right-of-way to right-of-way and major features noted including top off bank, water surface elevation, canal bottom elevation and top of sediments.
- 1.3 Geotechnical investigations and laboratory testing required to evaluate the subsurface conditions for the design of the weir replacement will be performed by our sub-consultant, Allied Engineering & Testing, Inc. The geotechnical scope of services shall include:
 - Subsurface investigations required for foundation design and analysis for critical temporary steel sheet pile wall for construction.
 - Perform two (2) Standard Penetration Test borings to a depth of 40 ft. adjacent to the existing weir [one (1) boring will be obtained on each

side of the weir].

- In each SPT boring, samples will be collected and Standard Penetration Test resistances will be measured continuously for the top 10 ft. and on intervals of 5 ft. thereafter.
- Geotechnical investigations shall also include sediment material confirmation and point of refusal depths for the downstream channel segment and soil identification auger probes along the existing south embankment.
- Perform two (2) Standard Penetration Test borings to a depth of 25 ft. along the south embankment downstream of the culvert.
- Laboratory analysis will classify soil samples using the Unified Classification System. Limited testing will be performed to assist in the classification and estimation of engineering properties such as strength and permeability.
- Geotechnical recommendations will be provided for soil bearing capacity, sliding friction and soil parameters for determination of temporary (construction) and permanent lateral loads for the weir replacement.
- A flow net for the proposed weir geometry will be provided to determine uplift pressures and gradients under the weir and make recommendations for a seepage cutoff wall of filtering provisions based upon flow net and estimated soil permeabilities.
- Subsurface stratigraphy will be compiled for the soil boring locations on the south embankment downstream of the culvert and recommendations will be provided for regarding the slope for littoral zone establishment.
- A Summary Report on Geotechnical Analysis will be prepared for the weir replacement, channel muck removal and littoral zone establishment.

1.4 Develop design plans (scale 1" = 20') and specification in the form of incorporated notes and details for the weir replacement including operation and maintenance. Two phase submittals at 60% and 100% will be made for this project. Plan details will include:

- Cover Sheet.
- Legend and Abbreviations.
- Summary of Quantities.
- Typical Section.
- General Notes.
- Soil Boring Logs.
- Erosion Control.
- Plan Layout.
- Plan and Profiles.
- Cross Sections.
- Gate Details.
- Drainage Details including dewatering and recommendations for SWPPP.
- Construction Detail Sheets, Ingress/Egress, Staging and Construction Limits.

- Existing Conditions Surveys including COUNTY provided information on utilities and NOTE: Contractor shall be responsible for additional research on utilities within the project limits; also technical specification shall address this requirement).

The ENGINEER will prepare the design, plans, and specifications in accordance with the current edition of the following:

- Drainage Manual, FDOT
- Permit Information Manual, Volume V, Criteria Manual for Use of Works of the District, SFWMD

The ENGINEER will provide designs and plans for the critical temporary steel sheet pile walls located near the existing box culvert. The walls will be required to support the existing embankment at the roadway shoulder for construction of the weir. The walls will be in close proximity of the paved roadway.

The ENGINEER will provide ten (10) sets of plans and design documentation for COUNTY review at 60% and 100% completion stage. Review sets and final bid plans will be on 11" x 17" sheets. One (1) of the ten (10) sets of plans and specifications will include County provided label information for LDO review. The ENGINEER will provide electronic files of plans and technical specifications.

The ENGINEER will prepare the Technical Specifications, Special Provisions, and Bid Proposal forms for the project. The COUNTY will complete the remainder of the Contract Documents and incorporate the items furnished by the ENGINEER. The ENGINEER will prepare special provisions as required by the design that will include specifications covering any special construction methods or permit conditions that may be required.

- 1.5 Develop design plans (scale 1" = 20') and specification in the form of incorporated notes and details for the channel muck removal and littoral zone establishment. Two phase submittals at 60% and 100% will be made for this project. Plan details will include:

- Cover Sheet.
- Legend and Abbreviations.
- Summary of Quantities.
- Typical Section.
- General Notes.
- Soil Boring Logs.
- Erosion Control and recommendations for SWPPP.
- Plan Layout.
- Plan and Profiles.
- Cross Sections.
- Spoil Disposal Containment Zone and Dewatering.
- Littoral Zone Vegetation Details.
- Construction Details including ingress, egress and staging areas
- Existing Conditions Surveys including County provided information on utilities and NOTE: Contractor shall be responsible for additional research on utilities within the project limits; also technical specification shall address

this requirement).

The ENGINEER will prepare the design, plans, and specifications in accordance with the current edition of the following:

- Permit Information Manual, Volume V, Criteria Manual for Use of Works of the District, SFWMD.
- Livingston et al. 1988. The Florida Land Development Manual: A Guide to Sound Land and Water Management. FDER, Nonpoint Source Management Section.

The ENGINEER will provide ten (10) sets of plans and design documentation for COUNTY review at 60% and 100% completion stage. Review sets and final bid plans will be on 11" x 17" sheets. One (1) of the ten (10) sets of plans and specifications will include County provided label information for LDO review. The ENGINEER will provide electronic files of plans and technical specifications.

The ENGINEER will prepare the Technical Specifications, Special Provisions, and Bid Proposal forms for the project. The COUNTY will complete the remainder of the Contract Documents and incorporate the items furnished by the ENGINEER. The ENGINEER will prepare special provisions as required by the design that will include specifications covering any special construction methods or permit conditions that may be required.

- 1.6 The ENGINEER will prepare a probable construction cost estimate. Quantity takeoffs and cost estimates will be prepared for the 60% and 100% submittals. Quantities will be calculated electronically. Cost estimates will be prepared in a spreadsheet format using Microsoft Excel.
- 1.7 The ENGINEER will prepare a letter request for a Noticed General Permit to construct and operate the replacement weir and submit to SFWMD in accordance with 40E-400.483. The COUNTY understands the ENGINEER has no control over permit approvals and this scope of work includes only the submission of a SFWMD Noticed General Permit application and response to one (1) Respond to Request for Additional Information for the SFWMD and / or USACOE. This scope does not include a formal storm water system construction permit or Environmental Resource Permit for the replacement weir. The ENGINEER will prepare and submit a permit application to the Florida Department of Transportation (FDOT) for permission to construct the project within the FDOT right-of-way.
- 1.8 The ENGINEER will prepare an Environmental Resource Permit application for the channel muck removal and littoral zone establishment and submit to SFWMD. The COUNTY understands the ENGINEER has no control over permit approvals and this scope of work includes only the submission of a SFWMD ERP joint application and response to one (1) Request for Additional Information. The ENGINEER will prepare and submit a permit application to Florida Department of Transportation (FDOT) for permission to construct the project within the FDOT right-of-way.
- 1.9 The ENGINEER shall attend the following design review meetings:
 - One (1) pre-design meeting.
 - One (1) project status review meeting after submittal of 60% documents.
 - One (1) meeting after the 100% document submittal.
 - One (1) meeting on the General Permit related to weir replacement.
 - One (1) meeting on the ERP permitting for channel muck removal and

littoral zone.

- 1.10 The ENGINEER shall attend one (1) pre-bid meeting and prepare any necessary addendum documents, as well as bid evaluation and recommendation for contract award.
- 1.11 The ENGINEER will attend monthly project meetings to be held at 1:00PM on the first Thursday of the month. The ENGINEER will provide the County Project Manager with bi-weekly updates via email and will submit monthly written project status reports.

TASK 2.0 ADDITIONAL SERVICES

- 2.1 Additional services may be added by the COUNTY, if necessary, in accordance with the hourly fees on a not-to-exceed basis noted in an executed supplemental task agreement. Upon request by the COUNTY, the ENGINEER shall provide a separate fee proposal for all additional services assigned.
- 2.2 Provide Utility Adjustment Plans using information from the affected utility companies.
- 2.3 Provide construction engineering inspection services and certification of record drawings for the weir replacement, channel muck removal and littoral zone.
- 2.4 If required by conditions of the SFWMD permitting process, the ENGINEER may perform the following as additional services:
 - Provide a Statement of Completion to permitting agencies following completion of construction. Special provisions will require the Contractor to provide a certified post-construction survey before preparation of a Statement of Completion.
 - Preparation, submittal and processing of additional permits as determined by that agency and/or reviewing agencies.
 - Participate in additional meetings as necessary.

TASK 3.00 COUNTY RESPONSIBILITIES

The COUNTY shall provide the following:

- 3.1 Provide phase reviews of design submittals. For the purposes of scheduling, the ENGINEER has scheduled the COUNTY a 2-week review period.
- 3.2 Sign SFWMD and FDOT permit applications and pay permit fees.
- 3.3 Furnish existing right-of-way maps.
- 3.4 Furnish front-end documents and assemble final contract documents.
- 3.5 Coordinate field observation meetings and project/invoice reviews.
- 3.6 Acquire County right-of-way easements, including construction easements, as required.
- 3.7 Obtain County LDO approval.
- 3.8 Obtain specific written permission from property owners or the authorized representatives for surveying and soils tests, and other engineering tasks to be conducted on private property, as necessary.

*Attach additional pages, if needed.

CHANGE ORDER AGREEMENT No.
 SUPPLEMENTAL TASK AUTHORIZATION No. 03

EXHIBIT "CO/STA-B"

Date: March 13, 2007

COMPENSATION AND METHOD OF PAYMENT

for CN-06-12 Mulloch Creek Weir Replacement

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.)
1.1	Review SFWMD Permit and Drainage Basin Criteria	\$2,287.00	LS	
1.2	Topographic and Hydrographic Survey	\$10,475.00	LS	
1.3	Geotechnical Investigations	\$5,366.00	LS	
1.4	60% and 100% design plans and specifications for replacement	\$28,974.00	LS	
1.5	60% and 100% design plans and specifications for channel muck removal and littoral zone	\$30,950.00	LS	
1.6	Probable construction cost estimate (60% and 100%) for weir replacement, channel muck removal and littoral zone	\$4,308.00	LS	
1.7	SFWMD General Permit Application for weir replacement	\$8,060.00	LS	
1.8	SFWMD Application for channel muck removal and littoral zone	\$14,612.00	LS	
1.9	Design Review Meetings (6)	\$8,738.00	LS	
1.10	Pre-bid Meeting and Bid Evaluation	\$8,655.00	LS	
1.11	Monthly Project Meetings and Project Status Reports	\$8,655.00	LS	
	Reimbursables	\$3,932.00	NTE	
TOTAL		\$135,012.00		

(Unless list is continued on next page)

CHANGE ORDER AGREEMENT No. _____
or
 SUPPLEMENTAL TASK AUTHORIZATION No. 03

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	Summary of Changed Compensation
STA 1	Texas Street Sidewalk		\$50,000.00		
STA 2	Ten Mile Canal BMP's		\$111,910.00		
STA 3	Mulloch Creek Weir			\$135,012.00	
TOTAL			\$161,910.00	\$135,012.00	\$296,922.00

CHANGE ORDER AGREEMENT No. _____

or

SUPPLEMENTAL TASK AUTHORIZATION No. 03

EXHIBIT "CO/STA-C"

Date: March 13, 2007

TIME AND SCHEDULE OF PERFORMANCE

for: CN-06-12 / Mulloch Creek Weir Replacement

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
1.1	Research permits / Field reiview of conditions and wetlands delineation	14 Days	14 Days
1.2	Survey	15 Days	15 Days
1.3	Geotechnical	21Days	21 Days
1.4 - 1.9	Design	90 Days	111 Days

CHANGE ORDER AGREEMENT No. _____

or

SUPPLEMENTAL TASK AUTHORIZATION No. 03

EXHIBIT "CO/STA-C"

Date: March 13, 2007

TIME AND SCHEDULE OF PERFORMANCE

for: CN-06-12 / Mulloch Creek Weir Replacement

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

CHANGE ORDER AGREEMENT No. _____

or

SUPPLEMENTAL TASK AUTHORIZATION No. 03

EXHIBIT "CO/STA-D"

Date: March 13, 2007

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

for: CN-06-12 / Mulloch Creek Weir Replacement

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
Surveying	Cooner & Associates 5670 Zip Drive Fort Myers, FL 33905 Phone: 239.277.0722 Fax: 239.277.7179		X		X	
Geotechnical Investigations	Allied Engineering and Testing, Inc. 5850 Corporation Circle Fort Myers, FL 33905 Phone: 800.490.6833 Fax: 239.334.6614	X			X	

CHANGE ORDER AGREEMENT No. _____

or

SUPPLEMENTAL TASK AUTHORIZATION No. 03

EXHIBIT "CO/STA-E"

Date: March 13, 2007

PROJECT GUIDELINES AND CRITERIA

for: CN-06-12 / Mulloch Creek Weir Replacement

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