

Lee County Board of County Commissioners

Agenda Item Summary

Blue Sheet No. 20020234

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Change Order No. 1 to Contract No. 1928 to Architectural Concepts, Inc for CN-02-01 Lee County Constitutional Complex Renovations in the amount of \$136,710. Also approve Budget Resolution in the amount of \$1,300,000 for Lee County Tax Collector's contribution to the renovation of the complex and amend FY 01/02 - 05/06 CIP accordingly.

WHY ACTION IS NECESSARY: Pursuant to the Lee County Contract Manual, approved by the Board on September 25, 2001, the Board is required to approve all Change Orders in excess of \$50,000 to Professional Services Agreements.

WHAT ACTION ACCOMPLISHES: Allows the department to authorize the consultant to proceed with preparing all of the design and documentation necessary to renovate the Lee County Constitutional Complex.

2. DEPARTMENTAL CATEGORY: 06

COMMISSION DISTRICT #:

C2A

3. MEETING DATE:

04-09-2002

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

- (Specify)
- STATUTE
 - ORDINANCE
 - ADMIN. *AC-4-4*
 - OTHER

6. REQUESTOR OF INFORMATION

- A. COMMISSIONER
- B. DEPARTMENT *Construction & Design*
- C. DIVISION
- BY: *Jim Lavender, Public Works Director*

7. BACKGROUND:

On October 30, 2001, the Board of County Commissioners approved a Professional Services Agreement for the design of the Lee County Constitutional Complex Renovations and authorized Phase I for the not to exceed amount of \$50,000 for design programming and preliminary design

The Department of Construction and Design is requesting the Board approve Change Order No. 1 in the amount of \$136,710 authorizing Phase II of this Professional Services Agreement to include the design, construction documents and construction administration services necessary to renovate the Constitutional Complex for a total contract amount of \$186,710 under this contract.

The Tax Collector has agreed to contribute \$1,300,000 toward the renovation of the first floor of the Constitutional Complex. These renovations are being funded by the Tax Collector to expedite much needed improvements to customer services and mailing processing operations.

Funds will be available in account string: 20865830100.506540

Attachments: (1) Change Order (2) Budget Resolution

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	RISK	GC	
<i>J. Lavender</i> 3-14-02	<i>J. Lavender</i> 3/15/02		<i>BAD</i> <i>01/10/02</i>	<i>[Signature]</i> <i>3/14/02</i>	<i>2/20/02</i>	<i>3/21/02</i>	<i>3/21/02</i>	<i>3-20-02</i>	<i>J. Lavender</i> 3-14-02

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY
CO. ATTY.
3/18/02
[Signature]
CO. ATTY.
FORWARDED TO:
[Signature]
3/18/02

RECEIVED BY
COUNTY ADMIN.
3/18 5:00
COUNTY ADMIN.
FORWARDED TO:
3/21 11:00

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

Change Order
 Supplemental Task Authorization

NO.: 1

(A Change Order or Supplemental Task Authorization Requires Approval by the Department Director for Expenditures Under \$25,000 or Approval by the County Manager for Expenditures Between \$25,000 and \$50,000 or Approval by the Board of County Commissioners for Expenditures over \$50,000)

CONTRACT/PROJECT NAME: Lee County Constitutional Complex Renovations

CONSULTANT: Architectural Concepts, Inc.

PROJECT NO.: 8058
~~GN02-01~~

SOLICIT NO.: CN-02-01 CONTRACT NO.: 1928 ACCOUNT NO.: 20805830100.506540

REQUESTED BY: Daniel Cruz DATE OF REQUEST: 2/18/02

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: 11/26/01 revised 2/18/02
- EXHIBIT "CO/STA-B: COMPENSATION & METHOD OF PAYMENT: DATED: 11/26/01 revised 2/18/02
- EXHIBIT "CO/STA-C: TIME AND SCHEDULE OF PERFORMANCE: DATED: 11/26/01 revised 2/18/02
- EXHIBIT "CO/STA-D: CONSULTANT'S/PROVIDERS ASSOCIATED SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: 11/26/01
- EXHIBIT "CO/STA-E: PROJECT GUIDELINES AND CRITERIA: DATED: 11/26/01

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

RECOMMENDED:

By: [Signature] 3-14-02
Department Director Date

By: [Signature] 3/15/02
Contracts Mgmt Date

APPROVED:

By: [Signature]

*County Attorney's Office Date

*County Attorney signature needed for **over** Board level expenditures only.

ACCEPTED:

By: [Signature]
Consultant/Provider

Date Accepted: 2/18/02

Corporate Seal

COUNTY APPROVAL:

By: _____
Department Director
(Under \$25,000)
Date Approved: _____

By: _____
County Manager (Between
(\$25,000 and under \$50,000)
Date Approved: _____

By: _____
Chairman
Board of County Commissioners
Date Approved: _____

EXHIBIT A

Date: November 26, 2001
Revised: February 18, 2002

SCOPE OF PROFESSIONAL SERVICES

for Lee County Constitutional Complex Renovations CN-02-01

(Enter Project Name from Page 1 of the Agreement)

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

The Consultant shall provide and perform the following professional services, which shall constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this PROFESSIONAL SERVICES AGREEMENT or SERVICE PROVIDER AGREEMENT:

(Brief description or listing of the full range of services or tasks that may be required to complete this project, all of which may not necessarily be authorized at the time this original Agreement is executed.)

Phase One:

Phase Two:

The Consultant shall prepare all of the design and documentation necessary to describe the Scope of Work for the planned renovation. The Consultant shall provide all of the services described in the task schedule contained in Section 2.

Section 2. TASKS

Pursuant to the GENERAL SCOPE of the BASIC SERVICES stated herein above, the CONSULTANT shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or items set forth in EXHIBIT "B" entitled "COMPENSATION AND METHOD OF PAYMENT".

(Each task or sub-task should be given a title and a numerical identification number, and shall be described in detail sufficient to establish a clear and complete understanding between both parties to the Agreement as to what services or work the COUNTY expects the CONSULTANT to provide or perform, and shall be the basis of establishing the amount of compensation to be paid the CONSULTANT.)

The proposed project will be a multi-phase project. The programming phase (PHASE ONE) of the project will delineate the scope of work and develop a sequencing of work to accomplish the renovation of The Lee County Constitutional Building.

This document may be amended as the development of the Inventory, and Program Development, is completed.

PHASE ONE

Task 1.0

Task 2.0 Conceptual Design and Phasing

- 2.01 Design Charettes. ACI will conduct 2 and possibly 3 design charrettes to introduce, explore, display, and create a solution to address the needs of the various departments/office of the LCCB.
- 2.02 Program Development. ACI will interview the County staff, project team, building Infrastructure Analysis. ACI will evaluate the existing systems, components, and services, for the LCCB to determine the existing conditions of each and what remedial or additional work will be required to support the renovation described in the program to be developed.
- 2.03 Site Evaluation. Signage and vehicular issues will be evaluated and recommendations proposed to the County for their review and approval.
- 2.04 Conceptual Design. ACI will prepare conceptual design documents that will describe the solutions discussed during the design charrettes. These documents may be of a "freehand" nature and will be utilized to seek a conclusion of the programming effort. Upon acceptance by the County, ACI will begin the schematic design effort. ACI will prepare a "General Order of Magnitude, Estimate of Probable Cost Budget" for the scope of work outlined within the conceptual design documents.

- 2.05 Phasing Plan. ACI shall develop a phasing plan to describe various departmental and personal placement and/or relocation during the duration of the renovation or the departmental or personals' permanent placement. The phasing plan will describe the various projected scopes of work and assign and estimated duration for such work.
The acceptance of the Conceptual Design Documents and the "General Order of Magnitude, Estimate of Probable Cost Budget" by the County will conclude Phase One of this contract.

PHASE TWO

Currently, the architects' scope of services is envisioned to be concluded in two phases. The phases contained within the design services may be extended do to programming issues yet to be determined.

Task 2.0 (A) Completion of Phase One

- 2A.01 Cost overrun of Phase One. This task shall provide for the additional compensation for the extended effort of Phase One. The estimated time and fee was exceeded through no-fault of the Architect.

Task 3.0 Schematic Design

- 3.01 Schematic Design. ACI will prepare a schematic design set based on the review of the initial program by the County staff and project team members. Order of Magnitude Estimate. ACI will make recommendations for a budget estimate and review based on the schematic drawings and outline specifications. The cost analysis associated with this task will help establish the scope of work for the project.
- 3.02 Agency Informal Reviews. ACI will conduct preliminary meetings with all authorities having jurisdiction over this project including the City of Ft. Myers Building Department, the Office of the Fire Marshal, and all other applicable regulatory agencies.

Task 4.0 Construction Manager Negotiation Services

- 4.01 Construction Manager Selection. ACI will assist the County in the selection process to select a Construction Manager for this project. ACI will review materials presented by the candidates and will make a recommendation to the selection committee that will make the final decision.
- 4.02 Guaranteed Maximum Price Negotiations. ACI will assist in the establishment of a GMP by the Construction Manager by proposing value-engineering and cost savings measurers and evaluating those proposed by the Construction Manager. Initial costs, long term costs, life cycle costs, life expectancy and quality will all be factors used in the cost savings and value-engineering evaluation process. These evaluations will be ongoing throughout the project with budget milestones established at the Schematic, Design Development, 90% CD completion, final CD and construction start phases. ACI will work with the Construction Manager and the subcontractors continuously throughout the construction process to further consider cost savings techniques and products.

Task 5.0 Design Development Plans

- 5.01 Design Development Plans. ACI will prepare Design Development (DD) documents for the review of the County and the project team. A budget estimate will be prepared as a part of this package to further refine the scope of the proposed development.
- 5.02 Budget Estimate. ACI will prepare a budget estimate for the review of the County that will include options and constraints to assist the County in the further refinement of the project scope. The Design Development documents will be revised based on the review of the document and the budgetary impacts.

Task 6.0 Bidding and Construction Documents

- 6.01 90% Bidding and Construction Documents. ACI will prepare for bidding a set of Construction Drawings and Specifications at 90% completion that will define the scope of work for this project based on all prior reviews and decisions made by the County in conjunction with the project team. These documents will serve as the basis of the Construction Manager's GMP. ACI will work with the Construction Manager through the cost savings and value-engineering process to establish the GMP within the County's budget.
- 6.02 Infrastructure Permitting. ACI will submit the 90% Construction Documents to all jurisdictions for permitting. Scheduling and coordination with the power, phone, and other utilities will be conducted. Construction scheduling will commence.
- 6.03 Construction Estimates. ACI will provide a construction estimate base on the 90% Construction Documents, including all site work and improvements.
- 6.04 Final Bidding and Construction Documents. ACI will finalize the construction documents to include the comments from the County, the project team, the permitting authorities and agencies having jurisdiction. Bid alternates will be identified to allow options that are within the budget. These final documents will be submitted to the Construction Manager for finalization of the construction budget within the GMP, and distribution for construction to the sub-contractors.

Task 7.0 Advisory Services During Bidding

- 7.01 Pre-Bid Conference. ACI along with the Construction Manager will hold a pre-bid conference with all of the sub-contractors to clarify any issues that may impact the bid and field any questions that may arise with regard to the proposed construction.
- 7.02 Clarifications and Addenda. ACI will prepare and issue any clarifications and addenda that may arise from the bidding process.
- 7.03 Evaluation of Bidders. ACI along with the Construction Manager will evaluate the subcontractors and their bids and make recommendations for the award of the bid to the County.
- 7.04 Value Engineering and Cost Savings. ACI will revise the 90% documents to include bid savings and value engineering initiated by ACI or proposed by the Construction Manager, the County or the subcontractors in order to achieve the GMP within budget.

Task 8.0 Construction Contract Administrative Support Services

- 8.01 Pre-Construction Conference. ACI along with the Construction Manager will hold a pre-construction conference with all of the sub-contractors to establish the lines of communication, answer any construction questions and coordinate the construction process.
- 8.02 Construction Progress Meetings. ACI will attend weekly construction meetings conducted by the Construction Manager and coordinate the construction issues as they arise.
- 8.03 Site Visits. ACI will conduct field observations of the construction in progress and report any deficiencies or remedial action necessary to the Construction Manager. ACI will enforce the provisions of the construction documents and ensure that the County's interests are protected during this phase of the work. ACI will stand ready to assist in resolving any construction problems or situations that may be caused by unforeseen or uncovered circumstances.
- 8.04 Shop Drawings/Change Orders. ACI will review all shop drawings and make the appropriate recommendations to the County for substitutions and change orders.
- 8.05 Required Tests. ACI will prepare a list of testing and inspection required to be performed for this project. ACI will review and monitor the results of these tests and inspections for conformance to the construction documents and applicable codes. Appropriate action will be recommended by ACI for any substandard results identified.

- 8.06 Substantial Completion Inspection. Prior to the issue of the Certificate of Substantial Completion, ACI will conduct a survey of the construction with County staff to determine the acceptability of the completed construction. ACI will prepare a punch list of deficient items that be attached to the certificate.
- 8.07 Final Inspection. Upon correction and completion of all punch list items and any other outstanding issues. ACI will conduct a final survey of the construction with County staff. Upon acceptable completion, ACI will issue certification of completion and prepare and submit letters of substantial compliance to the authorities having jurisdiction over this project.
- 8.08 Project Close-out. ACI will review the as-built information, close-out materials and owner manuals prepared by the Construction Manager for completeness and acceptability and will copy to the County a complete set of record documents in print and electronic format. Certifications to the permitting authorities will be issued as required.

Task 9.0 Additional Services

- 9.01 Additional Tasks. At the written request of the County Project Manager, ACI extend its services for tasks that are outside of the scope of work for this project.
- 9.02 Special Services. ACI will engage in special services as required to complete the design, permitting or facilitate to construction.

Task 10.0 Interior Design Services

- 10.01 Inventory of existing furniture and equipment.
ACI shall prepare an inventory of the existing furniture and equipment to evaluate its condition and disposition within the renovation.
- 10.02 Space Planning
ACI shall prepare a space plan delineating furniture placement, floor finishes, and interior signage.
- 10.03 Materials and Finishes Selection
ACI shall present color, materials, and finish selections for the new renovation.
- 10.04 Furniture Relocation, Storage, and Installation
ACI shall orchestrate and arrange for the movement and storage of furniture. Labor cost and storage costs of the furniture shall be paid by the County.

EXHIBIT B

Date: November 26, 2001
Revised: February 18, 2002

COMPENSATION AND METHOD OF PAYMENT

for Lee County Constitutional Complex Renovations CN-02-01

(Enter Project Name from Page 1 of the Agreement)

Section 1. BASIC SERVICES/TASK(S)

The COUNTY shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", 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 "A". In accordance with Agreement Article 5.02(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 (WIPP)
PHASE 2				
Two (A)	Completion Phase One	17,070	LS	
Three	Schematic Design	20,410	LS	
Four	Construction Manager Negotiation Services	3,000	LS	
Five	Design Development Plans	20,410	LS	
Six	Bidding/Construction Documents	40,820	LS	
Seven	Advisory Services During Bidding	3,000	LS	
Eight	Construction Contract Administrative Support Services	20,000	LS	
Nine	Additional Services			
Ten	Interior Design	12,000	LS	
	TOTAL PHASE TWO	136,710		
TOTAL		136,710		

(Unless list is continued on next page)

CMO:033
09/25/01

EXHIBIT C

Date: November 26, 2001

Revised: February 18, 2002

TIME AND SCHEDULE OF PERFORMANCE

for Lee County Constitutional Complex Renovations CN-02-01

(Enter Project Name from Page 1 of the Agreement)

This EXHIBIT C establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to Article 6.00 of this Agreement.

Phase and/or Task Reference AS Enumerated in EXHIBIT "A"	NAME OR TITLE OF Phase and/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
PHASE TWO			
Task Three	Schematic Design	30	120
Task Four	Construction Manager Negotiation Services	30	120
Task Five	Design Development Plans	30	120
Task Six	Bidding/Construction Documents	30	120
Task Seven	Advisory Services During Bidding	30	210
Task Eight	Construction Contract Administrative Support Services	120	330
Task Nine	Additional Services	TBD	TBD
Task Ten	Interior Design	240	330

CMO:034
09/25/01

EXHIBIT D

Date: November 26, 2001

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

for Lee County Constitutional Complex Renovations CN-02-01

(Enter Project Name From Page 1 of This Agreement)

CONSULTANT has identified the following sub-consultant(s) and/or subcontractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:

(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					

EXHIBIT E

Date: November 26, 2001

PROJECT GUIDELINES AND CRITERIA

for Lee County Constitutional Complex Renovations CN-02-01

(Enter Project Name from Page 1 of the Agreement)

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 in performing the professional services and work to be provided pursuant to this Agreement:

(If none, enter the word "none" in the space below)

Item No. 1

Item No. 2

Upon approval of Item No. 1 the consultant will proceed into the construction documents for the renovation work described in Item No. 1.

CMO:036
09/25/01

RESOLUTION

Amending the Budget of Capital Improvements-Fund 30100 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2001-2002.

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 Capital Improvements-Fund 30100 budget for \$1,300,000 of the unanticipated revenue from the Lee County Tax Collector and an appropriation of a like amount for construction costs and;

WHEREAS, the Capital Improvements-Fund 30100 budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total:		
Additions		\$85,599,360
20865830100.337100.9001	Contribution - Tax Collector	1,300,000
Amended Total Estimated Revenues		\$86,899,360

APPROPRIATIONS

Prior Total:		
Additions		\$85,599,360
20865830100.506540	Improvements Construction	1,300,000
Amended Total Appropriations		\$86,899,360

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Capital Improvements-Fund 30100 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 _____, 2002.

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