

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

BLUE SHEET NO: 20030316-UTL

1. REQUESTED MOTION:

ACTION REQUESTED:

Approve Change Order No. 5 to the North Lee County Water Treatment Facilities Project, Contract No. 407 with Montgomery Watson Harza, Inc. for Engineering Services during construction of the new reverse osmosis treatment plant project to be located in North Fort Myers, with a contract increase of \$588,491.00.

WHY ACTION IS NECESSARY:

Pursuant to Lee County's Manual for Professional Services, the B.O.C.C. is required to approve all Professional Services Agreements for amounts over \$50,000. The Engineering Consultant was selected under the state required competitive negotiation process, and the contract was awarded for the preliminary design phase, with later phases to be negotiated. Staff has negotiated the contract price for the Engineering Services during construction.

WHAT ACTION ACCOMPLISHES:

Approval of this action will provide the Utilities Division, with a consultant that will provide services for construction services of the new North Lee County Water Treatment Facilities Project. The plant's capacity will be 5 MGD and it will be expandable in the future to 10 MGD. Construction/expansion of the Water Treatment Plants(s) is required to meet growth projections within the Lee County Utility service area.

2. DEPARTMENTAL CATEGORY: 10
COMMISSION DISTRICT #: 4

C10D

3. MEETING DATE:

04-01-2003

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED: _____

5. REQUIREMENT/PURPOSE:

- (Specify)
- STATUTE _____
 - ORDINANCE _____
 - ADMIN. CODE _____
 - OTHER C.O. _____

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER: _____
- B. DEPARTMENT: Lee County-Public Works
- C. DIVISION/SECTION: Utilities Division
- BY: Rick Diaz, Util. Director
- DATE: 3/14/03

7. BACKGROUND:

On May 8, 1996, the Board approved the ranking of consultants and authorized negotiations to commence with the number one ranked firm. The ranking was as follows: 1) Montgomery Watson Americas, Inc., n/k/a Montgomery Watson Harza, Inc.; 2) CH2M Hill, Inc.; 3) Kimley Horn & Associates, Inc.

(CONT'D.)

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL

A DEPARTMENT DIRECTOR	B PURCH. OR CONTRACTS	C HUMAN RESOURCES	D OTHER	E COUNTY ATTORNEY	F BUDGET SERVICES				G COUNTY MANAGER
<i>J. Lavender</i> Date: 3-17-03	<i>C. Logan</i> Date: 3/17/03	N/A	<i>B. Dearborn</i> Date: 3/14/03	<i>D. Owen</i> Date: 3/18/03	OA <i>2 bu</i> 3-18-03	OM <i>aym</i> 3/19	Risk <i>js</i> 3/18/03	GC <i>AS</i> 3/18/03	<i>J. Lavender</i> Date: 3-17-03

10. COMMISSION ACTION:

- _____ APPROVED
- _____ DENIED
- _____ DEFERRED
- _____ OTHER

Rec. by CoAtty
Date: 3/18/03
Time: 11:30 am
Forwarded To:
Budget
3/18/03 1:00pm

RECEIVED BY
COUNTY ADMIN. *SN*
3-18-03
2:25
COUNTY ADMIN.
FORWARDED TO:
3/19 5:00

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

Change Order
 Supplemental Task Authorization

NO.: 5

(A Change Order or Supplemental Task Authorization Requires Approval by the Department Director for Expenditures Under \$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: North Lee County Water Treatment Facilities

CONSULTANT: MWH Americas, Inc

PROJECT NO.: 7084

SOLICIT NO.: LN-96-08 CONTRACT NO.: 407 ACCOUNT NO.:

REQUESTED BY: Ivan Velez, P.E.

DATE OF REQUEST: January 31, 2003

\$588,491.00

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 31, 2003

EXHIBIT "CO/STA-B: COMPENSATION & METHOD OF PAYMENT: DATED: January 31, 2003

EXHIBIT "CO/STA-C: TIME AND SCHEDULE OF PERFORMANCE: DATED: January 31, 2003

EXHIBIT "CO/STA-D: CONSULTANT'S/PROVIDERS ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: January 31, 2003

EXHIBIT "CO/STA-E: PROJECT GUIDELINES AND CRITERIA: DATED: January 31, 2003

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

RECOMMENDED:

By: [Signature] 3/6/03
Date
Department Director

By: [Signature] 3/6/03
Date
Contracts Mgmt

ACCEPTED:

By: [Signature]
Consultant/Provider

Date Accepted: _____

Corporate Seal

COUNTY APPROVAL:

By: [Signature]
Date Approved: 3/6/03
Department Director
(Under \$25,000)

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

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

APPROVED:

By: _____
*County Attorney's Office Date

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

SUPPLEMENTAL AGREEMENT No. ___ (Continued)
Or
X CHANGE ORDER AGREEMENT No. 5___ (Continued)

EXHIBIT "S/COA-A"

Date: January 31, 2003

SCOPE OF PROFESSIONAL SERVICES

for North Lee County Water Treatment Facilities - Phase 3

SECTION 1.00 SUPPLEMENT(S) TO, OR 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, or changed, so that the CONSULTANT, or SERVICE PROVIDER, shall provide and perform the following professional services, tasks, or work as a supplement to, or change to, the scope of services previously agreed to and authorized:

Engineering Services During Construction for North Lee Water Treatment Plant

This project amendment consists of work that is necessary to provide limited services during construction for the North Lee County Water Treatment Plant. The Consultant's period of service is based on a construction period of 18 months. Extension of the construction period beyond the 18-month time period will be the basis of a change to the Consultant's contract.

Consultant's Engineering Services and Contract Administration

- A. Attend the Pre-construction Conference and Teaming Workshop. Consultant will attend and participate at each of these meetings, however, meeting preparation and documentation shall be provided by Owner.
- B. Issue interpretations and clarifications of Contract Documents during construction, prepare Request for Information (RFI) responses including correspondence, maintenance of tracking log and performing drawing revisions when applicable. Requests for substitutions or deviations from the Contract Documents will be evaluated only if submitted by the Owner. Performance of this task is based on a maximum of 400 submittals (inclusive of 100 RFIs that have already been submitted). The submittals for this scope section are limited to RFIs (initiated by Construction Manager), Contract Drawing Clarification's (initiated by Engineer or inspection staff), substitution requests, non-compliance evaluations, repair procedures, and corrective action plans for delayed or improper work.
- C. Review shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of laboratory tests and inspections, and other data which

Construction Manager is required to submit for conformance with the design concept of the Project and compliance with the provisions of the Contract Documents. Consultant's Scope of Services is based on a total of 440 shop drawing submittals, including 100 anticipated re-submittals. No third submittals are included in this scope. Consultant will receive shop-drawing submittals via US mail or courier in Consultant's Cape Coral office.

- D. Participate in performing one final inspection in conjunction with the Owner, and assist the Owner in closing out the construction contract, including providing a recommendation concerning acceptance of the Project.
- E. The Construction Manager will perform the task of preparing Record Drawings.
- F. The Consultant shall prepare and submit to the Owner upon completion of construction of the Project a final report not to exceed ten pages, noting variations from the construction Contract Documents, including brief descriptions of the reasons for the variations. Copies of the construction Record Drawings will be provided to Consultant to assist this procedure. In order to estimate the level of effort for this task, Consultant has assumed there will be no major departures from current process design initiated by the Owner, the Construction Manager, or Consultant and departures from existing design will not exceed six mechanical issues, requiring explanation. Provide Project Certification and Construction Close Out Documents to Regulatory Agencies.

On Site Attendance

The Owner will provide a Construction Manager and a full-time on-site Supervisor whose responsibilities will include the day to day inspection of the Construction Manager's work. The Consultant will provide services equivalent to 1-½ days per week to verify installation of treatment process, electrical, and instrumentation work during various times during the anticipated 18-month construction period. Consultant's time will be allocated, within reason, as follows: ½ day site construction progress review, a ½ day weekly construction progress meeting, and a ½ day for a brief memo documentation of site visit.

Start-up and Training

The Consultant will provide assistance during startup and initial operations and will coordinate and oversee training sessions for operational staff. Training is limited to a total of 400 hours of Consultant input (including travel time).

Responsibilities of the Owner's Supervisor

The following identifies some of the duties to be performed by the Owner's Supervisor as they relate to work to be performed by the Consultant.

- A. Prepare agenda, attend pre-construction and construction meetings, develop and distribute meeting minutes to attendees.
- B. Provide full-time observation of construction. Take photographs of construction activities to document field conditions and maintain a log of photographs. Prepare daily/weekly reports of construction progress; prepare monthly progress report for administration, including progress, schedule, financial tracking analysis.

- C. Confirm quantities of stored materials and percentage complete as they appear on each draft Pay Request. The Owner's Supervisor will review and process the Construction Manager's estimated completion of individual quantities on the Pay Request.
- D. In the event that there is a claim as to changed conditions by the Construction Manager, notify the Owner. Maintain a log of any modifications made during construction that are done to accommodate changed conditions.
- E. Promptly notify the Consultant of any concerns regarding defects or deficiencies noted in the work being performed by the Construction Manager. This notice will be provided by completing a suitable form and providing it to the Consultant.
- F. The Owner's Supervisor will review each request for a change order and will prepare a brief summary of the conditions, as he is aware of them that may necessitate such a change. The Owner will review the analysis of cost for each proposed change in the scope of work.
- G. The Owner's Supervisor will have responsibility for the draft and final punch lists. The Supervisor will prepare a draft punch list of items concerning project completion. The Supervisor will submit this list to the Consultant and will conduct a field review of this draft punch list with the Consultant. The Supervisor will incorporate the items from the draft punch list along with items identified by the Consultant into a punch list for distribution to the Construction Manager. The Supervisor will initial this punch list following his review prior to distribution to the Construction Manager. The Consultant will assist the Supervisor in preparation of construction closeout documents.
- H. The Owner shall have the responsibility of producing the record drawings.
- G. The Owner's Supervisor shall have the responsibility for correspondence required for regulatory approval for final Certification of Construction Completion relating to bacteriological testing and interpretation of test results.
- H. The Owner shall have the responsibility of factory witness testing, factory test reports, manufacturer certification review, batch plant inspection, alternate construction or expansion joint placement review, review of placement techniques (such as concrete pumping), change order review of validity and pricing, claims analysis, shop drawing submittal log, and schedule review and analysis.

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

EXHIBIT "CO/STA-B"

Date: Jan 31, 2003

COMPENSATION AND METHOD OF PAYMENT

for North Lee County Water Treatment Facilities - Phase 3

(Enter Project Name from Page 1 of the
 Change Order or Supplemental Task Authorization)

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	Provide Engineering Services During Construction for North Lee Water Treatment Plant	\$588,491	LS	
TOTAL		\$588,491	LS	

(Unless list is continued on next page)

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

EXHIBIT "CO/STA-D"

Date: January 31, 2003

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

for North Lee County Water Treatment Facilities - Phase 3

(Enter Project Name from Page 1 of the
 Change Order or Supplemental Task Authorization Agreement)

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

CHANGE ORDER AGREEMENT No. 5

or

SUPPLEMENTAL TASK AUTHORIZATION No. _____

EXHIBIT "CO/STA-E"

Date: January 31, 2003

PROJECT GUIDELINES AND CRITERIA

for North Lee County Water Treatment Facilities - Phase 3

(Enter Project Name from Page 1 of the
Change Order or Supplemental Task Authorization Agreement)

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