

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20031371

1. REQUESTED MOTION:

ACTION REQUESTED:

Approve Change Order No. 6 to Contract No. 1928 for CN-02-01, LEE COUNTY CONSTITUTIONAL COMPLEX RENOVATIONS, in the amount of \$69,120.00, which will increase the total contract with Architectural Concepts Inc. to \$415,295.00.

WHY ACTION IS NECESSARY: Board approval is required.

WHAT ACTION ACCOMPLISHES: Provides for the build out of the first floor and renovation of the fourth floor administrative area of the Constitutional Complex.

2. DEPARTMENTAL CATEGORY:

02 Construction & Design
 COMMISSION DISTRICT #:

C2C

3. MEETING DATE:

12-02-2003

4. AGENDA:

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

5. REQUIREMENT/PURPOSE:

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

6. REQUESTOR OF INFORMATION:

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

7. BACKGROUND:

On October 30, 2001, the Board awarded a Professional Services Agreement to Architectural Concepts Inc., for CN-02-01 LEE COUNTY CONSTITUTIONAL COMPLEX RENOVATIONS, in the amount of \$50,000.00, for Phase I Demolition.

Summary of Change Order approval:

- Change Order No. 1 in the amount of \$136,710.00, for Phase II First Floor
- Change Order No. 2 was issued for some additional work in the amount of \$27,950.00.
- Change Order No. 3 was issued for design, permitting & construction of 2nd FL in the amount of \$118,230.00
- Change Order No. 4 was issued for additional work in the amount of \$13,285.00
- Change Order No. 5 for additional work in the amount of \$1,946.70

At this time, the Department of Construction & Design is requesting Board approval of Change Order No. 6 in the amount of \$69,120.00, to provide for the build out of the first floor and renovation of the fourth floor administrative area of the Constitutional Complex.

Funds are available in account #20865830100.506510

Attachment: Two (2) Original Change Orders for Execution.

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>James</i> <i>11-13-03</i>	<i>Jojo</i> <i>11/13</i>	N/A	<i>AD</i> <i>11/13/03</i>	<i>KL</i> <i>11/14/03</i>	<i>Alan</i> <i>11-17-03</i>	<i>1/5</i> <i>11/17/03</i>	<i>or</i> <i>11/17/03</i>	<i>Ky</i> <i>11/17-03</i>	<i>J. Lavender</i> <i>11-13-03</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: *11/14/03*
 Time: *3 PM*
 Forwarded To:
 Co. Admin.
11/14/03

RECEIVED BY
 COUNTY ADMIN: *EW*
11/14/03
4:45 pm SET
 COUNTY ADMIN
 FORWARDED TO:
W. J. S.

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

Change Order
 Supplemental Task Authorization

NO.: 6

(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 Renovation (1st and 4th Floor)

CONSULTANT: Architectural Concepts, Inc.

PROJECT NO.: 8658

SOLICIT NO.: CN-02-01 CONTRACT NO.: 1928 ACCOUNT NO.: 20865830100

REQUESTED BY: Daniel Cruz DATE OF REQUEST: 9/29/03

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: 9/29/03

EXHIBIT "CO/STA-B: COMPENSATION & METHOD OF PAYMENT: DATED: 9/29/03

EXHIBIT "CO/STA-C: TIME AND SCHEDULE OF PERFORMANCE: DATED: 9/29/03

EXHIBIT "CO/STA-D: CONSULTANT'S/PROVIDERS ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: 9/29/03

EXHIBIT "CO/STA-E: PROJECT GUIDELINES AND CRITERIA: DATED: 9/29/03

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

RECOMMENDED:

By: _____
Department Director Date

By: [Signature] 11/13/03
Contracts Mgmt Date

APPROVED:

By: _____
*County Attorney's Office Date

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

ACCEPTED:

By: [Signature]
Consultant/Provider

Date Accepted: 9/29/03

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: Sept. 29, 2003

SCOPE OF PROFESSIONAL SERVICES

for Lee County Constitutional Complex Renovations (1st and 4th Floor)

(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.)

The Consultant shall prepare all of the design and documentation necessary to describe the Scope of Work for the planned renovated of the 1st and 4th floor of the Lee County Constitutional Complex. The total area of renovation is not to exceed 10,500 s.f. The Consultant shall provide all of the services described in the task schedule contained in Section 2.

The County desires to utilize the same design/construction team of the 1st floor renovation and the 2nd floor renovation for the 1st and 4th floor renovation. The Contract assumes that Casey Construction will be the construction manager for the 4th floor renovation.

Please refer to Exhibit F for floor plans of the areas on the 1st and 4th Floors to be renovated.

EXHIBIT A (Continued)

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.)

Task 1.0 Conceptual Design

- 1.01 Program Development. ACI will conduct 2 meetings with County staff and the Construction Manager to review and finalize the floor plan denoted as Exhibit "F" contained within this contract.
- 1.02 General Order of Magnitude Estimate. ACI and the Construction Manager shall jointly prepare a general order of magnitude for the County's review and approval.
- 1.03 Conceptual Plan Development. ACI shall finalize the floor plan based on information and direction given during task 1.01 and 1.02 for the County's approval.

Task 2.0 Schematic Design

- 2.01 Schematic Design. ACI will prepare schematic design based on the review and approval of task one by the County staff and project team members. ACI and the Construction Management will make recommendations for a budget estimate and review based on the schematic drawings.
- 2.02 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 3.0 Construction Manager Negotiation Services

- 3.01 Construction Manager Selection. ACI assumes Casey Construction will be the Construction Manager for this project.
- 3.02 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 4.0 Design Development Plans

- 4.01 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.
- 4.02 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 5.0 Bidding and Construction Documents

- 5.01 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.
- 5.02 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.
- 5.03 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 6.0 Advisory Services During Bidding

- 6.01 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.
- 6.02 Clarifications and Addenda. ACI will prepare and issue any clarifications and addenda that may arise from the bidding process.
- 6.03 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.
- 6.04 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 7.0 Construction Contract Administrative Support Services

- 7.01 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.
- 7.02 Construction Progress Meetings. ACI will attend weekly construction meetings conducted by the Construction Manager and coordinate the construction issues as they arise.

- 7.03 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.
- 7.04 Shop Drawings/Change Orders. ACI will review all shop drawings and make the appropriate recommendations to the County for substitutions and change orders.
- 7.05 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.
- 7.06 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.
- 7.08 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.
- 7.09 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 8.0 Additional Services

- 8.1 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.
- 8.02 Special Services. ACI will engage in special services as required to complete the design, permitting or facilitate to construction.

COMPENSATION AND METHOD OF PAYMENT

for

Lee County Constitutional Complex Renovations (1st & 4th Floors)

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	Conceptual Design	5,300.00	LS	
2	Schematic Design	11,400.00	LS	
4	Design Development Plans	14,060.00	LS	
5	Bidding/Construction Documents	20,000.00	LS	
6	Advisory Services - During Bidding	1,080.00	LS	
7	Construction Contract Administration Support Services	17,280.00	LS	
8	Additional Services	TBD	LS	
TOTAL		69,120.00		

(Unless list is continued on next page)

X CHANGE ORDER AGREEMENT No. 6
 of
 SUPPLEMENTAL TASK AUTHORIZATION No.

EXHIBIT "CO/STA-D"

Date: Sept 29, 2003

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

for _____

Lee County Constitutional Complex Renovation (1st & 4th Floors)

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					

X CHANGE ORDER AGREEMENT No. 6
or
SUPPLEMENTAL TASK AUTHORIZATION No.

EXHIBIT "CO/STA-E"

Date: Sept 29, 2003

PROJECT GUIDELINES AND CRITERIA

for _____

Lee County Constitutional Complex Renovations (1st & 4th Floors)

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