

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

Blue Sheet No. 20060268

1. ACTION REQUESTED/PURPOSE:

Approve Change Order No. 7 to Montgomery Watson Harza, under CN-96-08 NORTH LEE COUNTY WATER TREATMENT FACILITIES in the amount of \$200,000.00 for extension of Engineering Services during construction and project closeout assistance of the North Lee Water Treatment Plant. This change order also includes an increase in hourly rates for engineering fees. (Attachment – A attached) This project is in the CIP and funds are available within the budget. Also, authorize the Chairwoman to execute the change order.

2. WHAT ACTION ACCOMPLISHES: Provides Lee County with necessary work to provide limited services during construction for the North Lee County Water Treatment Plant. This extension of the construction period for 180 calendar days will be the basis of this change order to the Consultant's contract.

3. MANAGEMENT RECOMMENDATION: Staff Does Not Recommend Approval.

4. Departmental Category: 10 **CIOA** **5. Meeting Date:** **03-28-2006**

6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)		8. Request Initiated: Commissioner Department Public Works Division Utilities By: Rick Diaz, P.E., Director 3/9/06
	<input type="checkbox"/> Statute		
	<input type="checkbox"/> Ordinance		
	<input checked="" type="checkbox"/> Admin. Code	AC-4-4	
	<input type="checkbox"/> Other		

9. 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.

Phase 1 Pre-design and Change Orders No. 1 through No. 6 were approved for this project in the amount of \$13,557,870.00. It is being recommended that Change Order No. 7 be approved in the amount of \$200,000.00.

Funds are available in account string 20708448734.506510

Attachment: Three (3) original Change Order No. 7 for execution
Schedule of Hourly Rates for Engineering Fees - Attachment - A

10. Review for Scheduling:

Department Director	Purchasing or -Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Other	
<i>Januelly 3-10-06</i>	<i>[Signature]</i>	N/A		<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADM N:	<i>[Signature]</i>
3-13-06	
3:57	
COUNTY ADMIN FORWARDED TO:	<i>[Signature]</i>
3/13/06	
nom	

Rec. by CoAtty	<i>[Signature]</i>
Date:	3/13/06
Time:	11:30am
Forwarded To:	Co. Admin
	3/13 2:15

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

Change Order
 Supplemental Task Authorization

NO.: 7

(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: MHW PROJECT NO.: 7084

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

REQUESTED BY: Ivan Valez, P.E.

DATE OF REQUEST: December 19, 2005

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: December 19, 2005

EXHIBIT "CO/STA-B: COMPENSATION & METHOD OF PAYMENT: DATED: December 19, 2005

EXHIBIT "CO/STA-C: TIME AND SCHEDULE OF PERFORMANCE: DATED: December 19, 2005

EXHIBIT "CO/STA-D: CONSULTANT'S/PROVIDERS ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: N/A

EXHIBIT "CO/STA-E: PROJECT GUIDELINES AND CRITERIA: DATED: December 19, 2005

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 2/9/06

By: [Signature]
Contracts Mgmt Date 2/28/06

APPROVED:

By: _____
*County Attorney's Office Date

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

ACCEPTED:

By: [Signature]
Consultant/Provider

Date Accepted: 2/3/06

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: _____

SUPPLEMENTAL AGREEMENT No. ____ (Continued)
Or
X CHANGE ORDER AGREEMENT No. 7 (Continued)

EXHIBIT "S/COA-A"

Date: December 19, 2005

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:

1.10 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 engineering services during construction is based on an extension to the 24-month construction period of 3 months from January 01, 2006 to March 31, 2006 (for services during construction) with services to support construction closeout not to extend beyond June 1, 2006. An extension of the construction period beyond the 3-month time period, referenced herein, 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. 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.
- 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 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.

1.20 Ribbon Cutting Assistance

The Consultant will assist the Owner with the organization and execution of ribbon cutting ceremony for the North Lee RO WTP.

1.30 Construction Closeout Assistance

Consultant will assist Owner with documentation, response and presentation in reply to anticipated Construction Manager issues of potential conflict impacting Owner, Construction Manager, Engineer and Regulatory Authority. These services are to assist Owner in resolving these issues in an equitable fashion to achieve Final Completion. The Consultant shall research, summarize and graphically present:

- Select issues of inter-contract dependence (ie: DIW completion) shall be demonstrated as to the purported impacts to Construction Manager's ability to timely complete.
- Select issues of directed change (ie: wellhead pipe material change) shall be analyzed for true impact to project timely completion.
- Schedule critical and sub-critical analysis to demonstrate the impacts of actual events and create a histogram of actual performance.
- Analyze labor trends for on-site labor force as applied by Construction Manager and subcontractors.
- Analyze project planned schedule, actual productivity, actual labor force as related to recorded schedule performance. Present histogram of actual causation of late completion.

As it is currently unknown if all, some or none of these efforts will be required, this task is proposed on an Hourly Rate basis.

2.0 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.

3.0 Compensation

The Consultant will be entitled to payment of Compensation for the Subcontracted Services in an amount not-to-exceed total of \$ 200,000.

- Not-to-exceed \$120,000 for Extended Construction Services,
- Not-to-exceed \$500 for Ribbon Cutting Efforts, and
- Not-to-exceed \$79,500 for Construction Closeout Support.

The fee for services will be based on the hourly rate, as defined in Attachment A, plus 10% to cover Other Direct Costs (ODCs).

CHANGE ORDER AGREEMENT No. 7
or
 SUPPLEMENTAL TASK AUTHORIZATION No.

EXHIBIT "CO/STA-B"

Date: December 19, 2005

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.)
1.1	Extended Construction Services	\$120,000	NTE	
1.2	Ribbon Cutting Efforts	\$500	NTE	
1.3	Construction Closeout Support	\$79,500	NTE	
TOTAL		\$200,000	NTE	

(Unless list is continued on next page)

- CHANGE ORDER AGREEMENT No. 7
 or
 SUPPLEMENTAL TASK AUTHORIZATION No. _____

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
Phase 1	Pre-design	\$1,001,900			\$1,001,900
CO1	ICR Evaluation		\$129,500		\$129,500
CO2	Final Phase 1 Phase2 Design		(126,286) \$2,106,645		\$1,980,359
CO3	Final Design NLWTP		\$2,355,077 (\$1,157,707)		\$1,197,370
CO4	CM Services & Const. Allowances		\$8,433,500		\$8,433,500
STA1	Interstage Pump Design		\$16,750		\$16,750
CO5	Engineering Services During Construction		\$588,491		\$588,491
CO6	Extension of Engineering Services During Construction		\$210,000		\$210,000
CO7	Extension of Eng. Services During Const, Ribbon Cutting, Const Closeout Support			\$200,000	\$200,000
TOTAL		\$1,001,900	\$13,557,870	\$200,000	\$13,757,870

CHANGE ORDER AGREEMENT No. 7

SUPPLEMENTAL TASK AUTHORIZATION No. _____

EXHIBIT "CO/STA-C"

Date: December 19, 2005

TIME AND SCHEDULE OF PERFORMANCE

for North Lee County Water Treatment Facilities - Phase 3

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

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 AA@	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
Tasks 1.1 - 1.3	Extension Engineering Services During Construction Ribbon Cutting and Project closeout assistance	180	180

Handwritten signature

CHANGE ORDER AGREEMENT No. _____

or

SUPPLEMENTAL TASK AUTHORIZATION No. _____

EXHIBIT "CO/STA-C"

Date: _____

TIME AND SCHEDULE OF PERFORMANCE

for _____

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

**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. 7
 SUPPLEMENTAL TASK AUTHORIZATION No. _____

EXHIBIT "CO/STA-D"

Date: December 19, 2005

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
	None					

CHANGE ORDER AGREEMENT No. 7
or
 SUPPLEMENTAL TASK AUTHORIZATION No. _____

EXHIBIT "CO/STA-E"

Date: December 19, 2005

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