

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

**Blue Sheet No. 20061221**

**1. ACTION REQUESTED/PURPOSE:** Approve Supplemental Agreement No. 9, for RFQ-03-03 Sanibel Bridge & Toll Plaza Reconstruction, with Jacobs Construction Services, Inc. (Contract #2632) to include the Guaranteed Maximum Price (GMP) in the amount of \$2,429,008.00 (includes Phase CM Fee of \$82,500.00) and the Construction Inspection Services in the amount of \$79,576.00. Also authorize Chairwoman to execute Agreement on behalf of the Board. Approve budget amendment resolution in the amount of \$1.5 million in the Transportation Facilities/Commercial Paper – Sanibel Bridge Fund and amend the FY 06-10 CIP. Further approve transfer from reserves in the amount of \$1.1 million in the Sanibel Renewal and Replacement Fund.

**2. WHAT ACTION ACCOMPLISHES:** Allows for additional scope for the Sanibel Toll Facility (lift station, building code revisions & conduit data, communication, security systems), demolition of existing Bridge A, Gulfcoast & Transcore System, add'l Punta Rassa Travel Lane, and a credit for the Alternate Traffic Lane, and related CM Services.

**3. MANAGEMENT RECOMMENDATION:** Staff Recommends Approval.

<b>4. Departmental Category:</b> 09 <span style="font-size: 2em; margin-left: 50px;">C9A</span>		<b>5. Meeting Date:</b> September 26, 2006
<b>6. Agenda:</b> <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	<b>7. Requirement/Purpose: (specify)</b>	
	Statute _____	
	Ordinance _____	
	<input checked="" type="checkbox"/> Admin. Code <u>AC-4-4</u>	
	Other _____	
		<b>8. Request Initiated:</b> Commissioner _____ Department <u>Transportation</u> Division _____ By: <u>Scott Gilbertson, Director</u>

**9. Background:**

On October 7, 2003, the Board approved award to Jacobs Construction Services, Inc. for RFQ-03-03 Sanibel Bridge & Toll Plaza Reconstruction along with Cape Coral Toll Plaza, in the amount of six percent (6%) of the total construction cost and a preconstruction not-to-exceed amount of \$826,528.00, and also authorized staff to enter into a Construction Manager Agreement.

At this time, the Department of Transportation is requesting Board approve Supplemental Agreement No. 9 for a Guaranteed Maximum Price of \$2,429,008.00 and the Construction Inspection Services in the amount of \$79,576.00 to allow for additional scope for the Sanibel Toll Facility (lift station, building code revisions & conduit data, communication, security systems), demolition of existing Bridge A, Gulfcoast & Transcore System, add'l Punta Rassa Travel Lane, and a credit for the Alternate Traffic Lane, and related CM Services.

- CONTINUED ON PAGE 2 -

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
<i>[Signature]</i>	<i>[Signature]</i>	N/A		<i>[Signature]</i>	Analyst <i>[Signature]</i> 9-14-06	Risk <i>[Signature]</i>	Grants <i>[Signature]</i>	Mgr. <i>[Signature]</i>	<i>[Signature]</i> 9-12-06

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY  
COUNTY ADMIN:  
9/13/06 10:15 AM

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COUNTY ADMIN  
FORWARDED TO: *[Signature]*  
9-14-06  
*[Signature]*

Rec. by CoAtty  
Date: 9/13/06  
Time: 9:00 AM  
Forwarded To:  
10:20 AM  
9/13/06

This brings the project, for SA 1 through SA 9 to the total of:

Phase GMP	\$125,885,372
Phase CM Fee	\$ 6,501,220
Construction Inspection Services	\$ 5,307,283
Pre-Inspection Plan Review	\$ 826,528

Funds will be made available in Account No.:

2058142121.506540	(\$1,100,000)
20581442136.506540	(\$720,000)
20581642136.506540	(\$780,000)

- Attachments:**
1. Two (2) Copies of Supplement Agreement No. 9 for execution.
  2. Budget Amendment Resolution
  3. Transfer of Funds

**REQUEST FOR TRANSFER OF FUNDS**

FUND NAME: Trans – Sanibel R & R    DATE: 9-12-06    BATCH NO.: \_\_\_\_\_

FISCAL YEAR: 05-06    FUND NO.: 42121    DOC. TYPE: YB    LEDGER TYPE: BA

TO: \_\_\_\_\_  
                Capital Projects    Capital Projects  
                (Division Name)    (Program Name)

NOTE: Please list the account number below in the following order:  
Business Unit (dept/div, program, fund, subfund); Object Account; Subsidiary; Subledger  
(Example: BB 5120100100.503450)

<u>Account Number</u>	<u>Object Name</u>	<u>DEBIT</u>
20581442121.506540	Construction Improvements	\$ 1,100,000

TOTAL TO: \_\_\_\_\_ \$ 1,100,000

FROM: \_\_\_\_\_  
                Non-Departmental    Reserves  
                (Division Name)    (Program Name)

<u>Account Number</u>	<u>Object Name</u>	<u>CREDIT</u>
GC5890142121.509910	Reserves for Contingencies	\$ 1,100,000

TOTAL FROM: \_\_\_\_\_ \$ 1,100,000

EXPLANATION: To provide additional funding for the Sanibel Bridge project.

DIVISION DIRECTOR SIGNATURE/DATE	DEPARTMENT HEAD SIGNATURE/DATE
DBO: APPROVAL <input checked="" type="checkbox"/> DENIAL _____	<u>Emma K. Wolf</u> <u>9-12-06</u>
	OPS. ANALYST SIGNATURE    DATE
OPS. MGR.: APPROVAL <input checked="" type="checkbox"/> DENIAL _____	<u>Shu Lang</u> <u>9/14/06</u>
	OPS. MGR. SIGNATURE    DATE
CO. MGR.: APPROVAL _____ DENIAL _____	_____
	CO. MANAGER SIGNATURE    DATE
BCC APPROVAL DATE: _____	_____
	BCC CHAIRMAN SIGNATURE

BA. NO. \_\_\_\_\_ AUTH CODE \_\_\_\_\_ TRANS DATE \_\_\_\_\_

# RESOLUTION #

Amending the Budget of Comm Paper-Sanibel A Fund #42136 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2005-2006.

**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 Comm Paper-Sanibel A Fund #42136 budget for \$1,500,000 of the unanticipated revenue from Commercial Paper Draw and an appropriation of a like amount for construction costs and;

**WHEREAS**, the Comm Paper-Sanibel A Fund #42136 budget shall be amended to include the following amounts which were previously not included.

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## ESTIMATED REVENUES

Prior Total:		\$10,500,000
Additions		
20581442136.384000.9003	Commercial Paper Proceeds	1,500,000
Amended Total Estimated Revenues		\$12,000,000

## APPROPRIATIONS

Prior Total:		\$10,500,000
Additions		
20581442136.506540	Construction Improvements	720,000
20581642136.506540	Construction Improvements	780,000
Amended Total Appropriations		\$12,000,000

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Lee County, Florida, that the Comm Paper-Sanibel A Fund #42136 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 \_\_\_\_\_, 2006.

ATTEST:  
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
DEPUTY CLERK

\_\_\_\_\_  
CHAIRWOMAN

APPROVED AS TO FORM

\_\_\_\_\_  
OFFICE OF COUNTY ATTORNEY

DOC TYPE YA  
LEDGER TYPE BA

EXHIBIT E

SUPPLEMENTAL AGREEMENT NO. 9

This Supplemental Agreement (hereinafter, "SA") is made and entered into this 9 day of August, 2006 by and between LEE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter, "Owner"), and JACOBS CONSTRUCTION SERVICES, INC., a Delaware corporation, and licensed to conduct business in the State of Florida (hereinafter, "CM").

W I T N E S S E T H:

WHEREAS,

Own

er and CM have entered into an "Agreement Between Owner And Construction Manager" (hereinafter, the "Agreement") for construction management services for the Sanibel Bridges and Toll Plaza Reconstruction as well as the Cape Coral Toll Plaza Reconstruction; and

WHEREAS, capitalized terms used herein shall have the meanings assigned to them in the Agreement; and

WHEREAS, the Agreement contemplates that the Project shall be undertaken in separate discrete Phases, and that a Supplemental Agreement shall be used to authorize and govern all work of a Phase; and

WHEREAS, as contemplated in the Agreement, the work authorized by this SA is governed by the terms of the Agreement, as supplemented by the terms of this SA;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

**ARTICLE 1.  
SCOPE OF WORK**

1.1 Phase Description. The Phase of the Project authorized by this SA is described in summary form as follows:

Additional Scope for:

- Bridge A Demolition
- Toll Plaza Lift Station Changes per Addendum 10
- Toll Plaza Building Code Revisions
- Toll Plaza Conduit, Data, Communication, and Security Systems

- Gulfcoast and Transcore System Installation for the Temporary Toll Facility
- Additional Punta Rassa Travel Lane
- Credit for the Alternate Traffic Plan

1.2 Project Plans and Specifications. The Project Plans and Specifications that describe and define the work of this Phase are listed in Appendix 1, attached hereto and incorporated herein.

1.3 Authorization. The CM is authorized to commence performance of this Phase upon the Construction Commencement Date or the effective date of this SA, whichever occurs later (in either case, referred to hereinafter as the "Commencement Date").

## ARTICLE 2. COMPENSATION

2.1 Phase GMP. Subject to adjustments provided for in the Agreement, the Phase GMP associated with this SA is Two Million Four Hundred Twenty-Nine Thousand and Eight Dollars (\$2,429,008) for the Work described in Section 1.1 above. This Phase GMP is in addition to the previously authorized GMP for Bridges A, B & C and the Sanibel Toll Facility and Roadways (including CM Services and Fees) of \$123,456,365. The new Total GMP for Bridges A, B and C and the Sanibel Toll Facility and Roadways is now One Hundred Twenty-Five Million Eight Hundred Eighty-Five Thousand Three Hundred and Seventy-Two Dollars (\$125,885,372). [ref. Agreement Subparagraph 3.01(2)(a)]

2.2 Phase CM Fees. Pursuant to the revisions outlined in Article 4 and Appendix 4 of SA #5, the CM Fees are established as follows:

2.2.1 CM Fixed Fee. Subject to adjustments provided for in the Agreement, the Phase CM Fixed Fee associated with this SA is Eighty-Two Thousand Five Hundred (\$82,500). This Phase CM Fixed Fee is in addition to the previously authorized CM Fixed Fee for Bridges A, B & C of \$6,418,720. The new total CM Fixed Fee for Bridges A, B and C and the Sanibel Toll Facility and Roadways is now Six Million Five Hundred One Thousand Two Hundred and Twenty Dollars (\$6,501,220).

2.3 Construction Inspection (CI) Services. Subject to adjustments provided for in the Agreement, the not-to-exceed limit associated with this SA is Seventy-Nine Thousand Five Hundred and Seventy-Six Dollars (79,576). This Phase of CI Services is in addition to the previously authorized not-to-exceed limit of Five Million Three Hundred Seven Thousand Two Hundred and Eighty-Three Dollars (\$5,307,283). The new total for CI services for Bridges A, B, and C and the Sanibel Toll Facility and Roadways is now Five Million Three Hundred Eighty-Six Thousand Eight Hundred and Fifty-Nine Dollars (\$5,386,859) and is outside the Total GMP stated in Section 2.1 above. [ref. Agreement Paragraph 3.01(3)]

2.4 Phase Schedule Extension Fees. In the event that this Phase Schedule is extended by agreement of Owner and CM due to changes in the Phase requested by Owner, CM shall be entitled to additional fee at the daily rate of Zero Dollars (\$0/day), without duplicating any portion of a fee increase as calculated in Section 3.02 of the Agreement for additional work which may have extended the Phase Schedule. [ref. Agreement Section 3.03]

2.5 Phase Contingency, Allowances & Contingency Reversion Schedule. The Phase GMP includes the specific amounts for CM Construction Contingency and Specified Allowances as set forth in Appendix 2, attached hereto and incorporated herein. [ref. Agreement Paragraph 4.03(3)] The contingency reversion schedule applicable for this Phase is also set forth in Appendix 2. [ref. Agreement Paragraph 4.03(4)]

**ARTICLE 3.  
PHASE SCHEDULE**

3.1 Phase Schedule. The Phase Schedule applicable for this Phase is set forth in Appendix 3, attached hereto and incorporated herein.

3.2 Liquidated Damages. Place an "X" in the space below and to the left, as applicable.

*Schedule based liquidated damages are agreed upon for this Phase. If the CM fails to achieve Phase Substantial Completion on or before the Phase Substantial Completion Date, the CM shall be liable for liquidated damages in the amount of \$\_\_\_\_\_ per calendar day for each day Substantial Completion is extended beyond the Phase Substantial Completion Date, subject to an aggregate limit of \$\_\_\_\_\_.*

*No schedule based liquidated damages shall apply for this Phase.*

[ref. Agreement Paragraph 4.06(1)]

3.3 Schedule Bonus. If schedule based liquidated damages are agreed upon for this Phase, then an early completion bonus will also apply for this Phase. Place an "X" in the space below and to the left, as applicable.

*An early completion bonus is agreed upon for this Phase. If the CM achieves Phase Substantial Completion before the Phase Substantial Completion Date, the Owner shall pay CM a schedule bonus in the amount of \$\_\_\_\_\_ per calendar day for each day Substantial Completion is achieved in advance of the Phase Substantial Completion Date, subject to an aggregate limit of \$\_\_\_\_\_.*

*No early completion bonus shall apply for this Phase.*

[ref. Agreement Paragraph 4.06(1)]

**ARTICLE 4.  
OTHER SUPPLEMENTAL TERMS**

4.1 General. For purposes of this Phase, the terms of the Agreement are further supplemented as set forth in Appendix 4, attached hereto and incorporated herein.

**IN WITNESS WHEREOF**, the parties have executed this Supplemental Agreement effective as of the date first noted above.

JACOBS CONSTRUCTION SERVICES, INC.

By: *Joseph Mastros*  
Title: *Manager of Construction*  
Date: *8/9/06*

BOARD OF COUNTY COMMISSIONERS OF  
LEE COUNTY, FLORIDA

Attest: Clerk of the Board

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM

By: \_\_\_\_\_  
Assistant County Attorney



APPENDIX 1  
TO  
SUPPLEMENTAL AGREEMENT NO. 9

PROJECT PLANS AND SPECIFICATIONS

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**The Project Plans and Specifications that describe and define the work of this Phase are as follows:**

- 1. RFCP 49003-01 - Addendum No. 10 to RFP E9X96302-R-49003**
  - a. Attachment J, Scope of Work Revision 02, dated September 08, 2005
  - b. Attachment 4 to the Scope of Work – “Army Corp of Engineers Permit SAJ-2005-1264 (IP-MAE)” dated August 16, 2005.
  - c. Attachment 5 to the Scope of Work – “South Florida Water Management District Environmental Resource Standard General Permit No. 36-05025-P” dated July 18, 2005.
  - d. Revision 3 of Roadway Drawings Title Sheet (Plan Sheet 01), Utilities Plan Sheets U-4 and U-6 all dated August 26, 2005.
  - e. Drawings and Specification Index for Addendum 10 dated September 8, 2005.
  
- 2. RFCP 49003-02 – Revised beginnings of Seawall W-1**
  - a. Sheet SW-1, Rev 2: Seawall Plans
  - b. Sheet SW-5, Rev 2: Seawall General Plans
  - c. Sheet SW-6, Rev 2: Seawall Elevation
  - d. Sheet SW-9, Rev 2: Seawall Details 1 of 2
  - e. Sheet SW-10A, Rev 2: Seawall Anchor Beam, Splice Detail
  - f. Sheet SW-11, Rev 2: Precast Concrete Sheet Piles
  
- 3. RFCP 49003-03 – Building Code Revisions**
  - a. Scope of Work for RFCP 49003-03 dated May 24, 2006.
  
- 4. RFCP 49003-04 – Conduit System for Data, Communication & Security Systems**
  - a. Scope of Work for RFCP 49003-04 dated May 24, 2006.
  
- 5. RFCP 49003-05 – Temporary Data, Communication & Security Systems**
  - a. Scope of Work in accordance with Field Work Directive FWD 49003-05, dated February 10, 2006.

**6. RFCP 49003-06 – Temporary Toll Operations Systems**

- a. Scope of Work in accordance with Field Work Directive FWD 49003-06, dated February 10, 2006.

**7. RFCP 49003-10 – Additional Travel Lane, Punta Rassa**

- a. Scope of Work for RFCP 49003-10 dated February 13, 2006
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**8. RFCP 49003-11 – Alternate Traffic Plan**

- a. Drawing No. ATP-1, signed 02-01-06; Temporary Signalization Plan
- b. Drawing No. ATP-2, signed 02-01-06; Revised MOT Plan (1)
- c. Drawing No. ATP-3, signed 02-01-06; Revised MOT Plan (2)
- d. Drawing No. ATP-4, signed 02-01-06; Revised MOT Plan (3)
- e. Drawing No. ATP-5, signed 02-01-06; Revised MOT Plan (4)
- f. Drawing No. ATP-6, signed 02-01-06; Revised MOT Plan (5)

APPENDIX 2  
TO  
SUPPLEMENTAL AGREEMENT NO. 9

CONTINGENCY AND ALLOWANCES

The Total GMP identified in section 2.1 above includes an additional amount of Two Hundred Five Thousand Five Hundred and Six Dollars (\$205,506), as CM's Construction Contingency as provided for in the Agreement for the additional scope of work contained issued by this SA.

CONTINGENCY REVERSION SCHEDULE

All unused CM Construction Contingency and/or Allowances at the end of this Phase (Sanibel Toll Facility and Roadways) shall revert to the overall GMP for all Phases.

APPENDIX 3  
TO  
SUPPLEMENTAL AGREEMENT NO. 9

PHASE SCHEDULE

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(Note: This coordinates with Appendix 3 of SA #5 and SA #6 for the overall completion of Bridges A, B & C and the Toll Facility)

<u>Phase Milestone Date</u>	<u>Calendar Days After Commencement</u>
Commencement	0
Substantial Completion	<u>See Revised Date Below</u>
Demolition & Final Completion	<u>See Revised Date Below</u>

Note: 14 day time extension added for this SA.

\*All dates and durations are based upon the original commencement date of May, 11, 2004.

Substantial Completion	<u>April 16, 2007</u>
Demolition & Final Completion	<u>July 15, 2007</u>

APPENDIX 4  
TO  
SUPPLEMENTAL AGREEMENT NO. 9

SUPPLEMENTAL TERMS & CLARIFICATIONS

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NOT APPLICABLE FOR THIS PHASE